

**LOCAL EXCHANGE SERVICES TARIFF
FOR**

MCImetro ACCESS TRANSMISSION SERVICES Corp. d/b/a VERIZON ACCESS TRANSMISSION SERVICES (T)

APPLICABILITY

This tariff contains the rules, regulations, descriptions and rates applicable to the furnishing of local exchange telecommunications services offered by Verizon Access Transmission Services (hereinafter referred to as the "Company") within the State of Arizona to large and enterprise (i.e., non-mass market) customers. Local exchange telecommunications services offered to residential and small business customers are not contained in this tariff, but instead can be found in the remaining portions of Company tariff Nos. 1, 3, 4 and 5.

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Docket No:

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF
TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- M - To signify a move in the location of text.
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- S - To signify reissued matter.
- T - To signify a change in text but no change in rate or regulation.

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the top right of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the top right of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
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 - II.1
 - II.1.A
 - II.1.A.01
 - II.1.A.01.011
 - II.1.A.01.011.0111
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GENERAL TERMS AND CONDITIONS OF SERVICE
FOR TELECOMMUNICATIONS SERVICES
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I. SCOPE AND APPLICATION

1. Scope: This tariff applies to local exchange telecommunications service. The various services, plans, programs, rates and charges (individually or collectively, "Provisions") set forth below may include some non-regulated Provisions. To the extent non-regulated Provisions are indicated, these are only for a matter of convenience and do not mean that such non-regulated Provisions are subject to the jurisdiction of this Commission.
2. Order of Precedence: In the event of an inconsistency between a General Term and a service-specific term or condition in this tariff, the service-specific tariff term or condition prevails.
3. Service Provider: Services are provided by Verizon Access Transmission Services.
4. General Definitions.

These General Definitions also apply to capitalized terms contained in written contracts between Company and Customer ("Signed Contract") which incorporate this tariff by reference and do not otherwise define those capitalized terms in the written contract.

Access: A means by which Company service is provided to a Customer. Access may be "Dedicated," in which case it is available to the Customer on a full-time, unshared, basis, or it may be "Switched," in which case it is available to the Customer and others on a usage, shared, basis.

Access Coordination: The design, ordering, installation coordination, pre-service testing, service turn-up, maintenance and ongoing coordination of testing and trouble resolution for all Company-provided Local Access Channels. In the case of customer-provided Local Access Channels, the maintenance, ongoing coordination of testing and trouble resolution.

Address of Record: For purposes of the CPNI rules, a Company address of record is any address associated with the account for at least 30 days in a Company system such that Company can immediately notify the customer if the address of record changes, such as a billing address and a contract notice address. So long as Company does not have the ability to immediately notify customers if service addresses changes, a service address is not an address of record.

Affinity Group: An association or group (not organized for the purpose of qualifying for service discounts) with common business or other interests that agrees to market Company service(s).

Administrative Change: The modification of an existing circuit or a dedicated access line or port at the request of the Customer that involves changes to authorization codes, speed numbers, route guide, consolidation of billing, verification of testing performed by parties other than the Company, or any other administrative change not covered by a billing record change.

I. SCOPE AND APPLICATION (Cont'd)

4. General Definitions (Cont'd)

Alternate Access: A form of Local Access in which the provider is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service.

ASR or Access Service Request: An order placed with a Local Access provider for Local Access.

Answer Supervision: The return of a signal to the calling party disclosing that a call was answered.

Application for Service: A standard order or enrollment form that includes all pertinent billing, technical and other descriptive information needed by the Company to provide service.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Bandwidth: The total frequency band, in hertz, allocated for a channel.

Called Station: The station called, or the terminating point of a call.

Calling Station: The station at which a call is originates.

Channel or Circuit: A communications path between two or more points.

Channel Termination: The point at which the Company's channel originates, terminates, or drops for the insertion or removal of a Customer's signal.

Collect Call: A call for which applicable charges are billed to the telephone number of the called station of the Customer.

Commercial Service: A switched network service involving dial station originations for which the Customer pays a rate that is described as a business or commercial rate in the applicable local exchange service tariff for switched service.

Company: Verizon Business Services, or any affiliated entity designated as the provider of any service offered in the tariff.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of all charges for service and for compliance with Company contract and tariff requirements. The term "customer" also includes a person, firm, corporation or other entity that either knowingly or unknowingly accesses service and completes a communication over the Company's network. For Resp Org Service, the Customer is the person, firm, corporation or other entity that selects or is directed to select the Company as the Responsible Organization (Resp Org) for a toll-free telephone number. For purposes of SMS Resp Org Changes, the customer is the person, firm, corporation, or other entity that submits the change request.

Customer Premises: A space owned, leased or otherwise under the control of Customer or Authorized User at which Service is provided (including without limitation locations of interconnection, termination and origination).

I. SCOPE AND APPLICATION (Cont'd)

4. General Definitions (Cont'd)

Dedicated Access/Termination: An access line service consisting of a continuously connected circuit between a Customer Premises or serving telephone company central office and a Company terminal, available to the Customer on a full-time, unshared, basis, which is used for the origination or termination of services.

Due Date: The date on which payment for service by the Customer is due.

End-to-End: Customer Premise to Customer Premise.

Exemption Certificate: A written notification provided by a Customer certifying that its dedicated facility should be exempted from the monthly Special Access Surcharge because: (a) the facility terminates in a device not capable of interconnecting service with the local exchange network; or (b) the facility is associated with a Switched Access Service that is subject to Carrier Common Line Charges.

Expedite: A Service Order that is processed at the request of the Customer in a time period shorter than the Company standard Service interval.

Gbps: Billions of bits per second.

Guide: The Service Publication and Price Guide, found on-line at www.verizonbusiness.com/guide.

ICO (Independent Company): An ILEC (Incumbent Local Exchange Carrier) not affiliated with an RBOC (Regional Bell Operating Company) which provides exchange service in areas not served by an RBOC.

ILEC (Incumbent Local Exchange Carrier): The dominant phone carrier providing exchange service within a geographic area as determined by the FCC.

Installation: The provision of connections for new or additional service.

Institutional Phones: Telephones, other than payphones, located in public institutions such as universities, prisons, or public offices, or in hotels or motels, or in other premises where the Customer may not be able to control access to the phones.

Interexchange (IXC) Service: The portion of a Channel or Circuit between a Company designated Point-of-Presence in one exchange and a Company designated Point-of-Presence in another exchange.

Interruption: A condition that arises when service or a portion thereof is inoperative.

Invoice: A document or other communiqué that discloses the Company's charges for service furnished to the Customer.

kbps: Kilobits per second.

LATA (Local Access Transport Area): A geographic area established by law and regulation for the provision and administration of telecommunications services.

Local Access Channel: The connection between a Customer Premises and a Company Point-of-Presence.

I. SCOPE AND APPLICATION (Cont'd)

4. General Definitions (Cont'd)

Local Access: The portion of service between a Customer Premises and a Company designated Point-of-Presence.

Local Exchange Carrier (LEC): A company which furnishes exchange telephone service.

Locations: Places from or at which service is furnished.

Mbps: Megabits per second.

MCI Legacy Company: An affiliate of Verizon that was an affiliate of MCI, Inc. prior to the acquisition of MCI, Inc. by Verizon Communications Inc., including one or more of the following entities (without limitation): MCI Communications Services, Inc. d/b/a Verizon Business Services; MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services; MCImetro Access Transmission Services of Virginia, Inc. d/b/a Verizon Access Transmission Services of Virginia; and MCImetro Access Transmission Services of Massachusetts, Inc. d/b/a Verizon Access Transmission Services of Massachusetts, and applicable affiliated operating companies outside the United States. (T)

Multiline Terminating Device: Switching equipment, key telephone type systems or other similar customer premises terminating equipment which is capable of terminating more than one access line.

Operator Station: Service that requires the assistance of an operator to complete a call.

Person-to-Person: Service for which the person originating a call specifies to an operator a particular person, mobile station, department, extension, or office to be reached.

Physical Change: A service modification that requires some physical change of service.

Point-of-Presence (POP): A location at which the Company maintains a Terminal Location for purposes of providing service.

Promotion: Periodic financial inducement offered by the Company to new and/or existing Customers of service to subscribe to and use new or additional service(s).

Rate: The price per unit of service.

Rate Center: A specified geographical location used for determining mileage measurements.

RBOC (Regional Bell Operating Company): One of the seven LECs established in the U.S. Department of Justice 1984 Consent Decree with AT&T. The RBOC carriers are Ameritech, Verizon (NYNEX) or Verizon North, Verizon (Bell Atlantic) or Verizon South, Bell South, Pacific Bell (PacBell), Southwestern Bell and US West (Qwest).

Redundancy: An offering of alternate service through the use of one or more different routings, circuits, and/or additional equipment

Requested Service Date: The date requested by the Customer for the commencement of service and agreed to by the Company.

I. SCOPE AND APPLICATION (Cont'd)

4. General Definitions (Cont'd)

Restoration: The re-establishment of service.

Route Diversity: Two channels furnished partially or entirely over two physically separate routes.

Service: Any Company product or service provided to, or obtained by, the Customer, any Authorized User, or a third party.

Serving Wire Center: The physical location within a Local Exchange Carrier's central office or other service provider's facility used to determine mileage sensitive rates. A serving wire center is associated with each Customer location and each Company location.

Special Access Surcharge: A charge imposed by a Local Exchange Carrier in accordance with Section 69.115 of the FCC Rules and Regulations.

Start of Service Date: The Requested Service Date or the date service first becomes available for use by the Customer.

Station: Telephone equipment from or to which calls are placed.

Station-to-Station: A directly dialed call for which no operator is used.

Switched Access/Termination: An access line service consisting of an occasionally connected circuit between a Customer Premises or serving telephone company central office and a Company terminal, available to the Customer on a usage, shared, basis, which is used for the origination or termination of service.

Telecommunications Service Priority: An FCC-mandated program to provide telecommunications provisioning and/or restoration of service in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

Term: The period of time of service selected by the Customer and agreed to by the Company.

Terminal Equipment: Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets or data sets, interconnected to service.

Terms of Service: The body of prescribed rules governing the offering and furnishing of service, including (without limitation) "general" and "service-specific" terms contained in this tariff, as supplemented by any additional or alternative terms in a Signed Contract.

Third Party Billing: An optional invoicing procedure that permits service charges to be billed to a number that is different from the number of the calling station or the called station. The person agreeing to accept a call is responsible for payment for the call.

Transmission Speed: Data transmission speed or rate, in bits per seconds (bps).

Twelve O'clock: In designating time period 12:00 AM refers to 12:00 Midnight and 12:00 PM refers to 12:00 Noon.

United States: The 50 states, the District of Columbia, and the U.S. Territories.

U.S. Mainland: The District of Columbia and the 48 conterminous states.

I. SCOPE AND APPLICATION (Cont'd)

4. General Definitions (Cont'd)

U.S. Territories: Puerto Rico, the U.S. Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa.

Wire Center: Denotes the service area from which a Customer Premises would normally obtain exchange service dial tone from an ILEC.

5. Definitions Specific to Local Exchange Service

In addition to the General Definitions, the following definitions apply to Local services. If there is a conflict between the definitions below and the General Terms and Conditions, then the provisions below take precedence.

Advance Payment: Payment of all or part of a charge required before the start of service.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Call Forward Busy: When called station is busy, redirects calls to another station.

Call Forward No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forward Variable: Incoming calls are redirected to another station.

Call Trace: Call Trace allows a called party to initiate an automatic trace of the last call received and is available for Local Line customers. After receiving an offending call, the customer must hang up and dial the feature code *57 (1157 for rotary phones) prior to receiving another inbound call. After dialing the feature code, the customer receives a recording that indicates that the trace was successful, and that the originating number has been captured and forwarded to the Company. The recording will also provide the customer a toll free number to the Company's Annoyance Call Bureau (ACB) Center for the customer to call for further action or to speak to an ACB representative. An ACB representative advises the customer that the telephone numbers of calls identified as harassing shall be released only to authorized investigative or law enforcement officers. This information will not be given directly to the customer. Customers will be instructed to file a complaint with the appropriate law enforcement officials. Information on originating telephone number identified as harassing is released verbally to law enforcement with proof of identification. A subpoena is required before written records may be released to law enforcement. The Company is not liable for damages if, for any reason, the call trace attempt is not successful. The practices of law enforcement officials vary, and the Company does not represent that any action taken by such officials with regard to the traced number.

Call Transfer or 3-way Conferencing: Permits station users to transfer any call or add third party to an established connection.

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

Call Waiting/Cancel Call Waiting: With the sound of a beep, the user will be alerted that another call is waiting to be answered.

- I. SCOPE AND APPLICATION (Cont'd)
5. Definitions Specific to Local Exchange Service (Cont'd)

Call Waiting Cancel: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Caller ID Blocking – Selective (Outgoing): Selectively blocks Calling Party Number (CPN) delivery. This feature selectively blocks the transmission of a caller's telephone number to the destination they are calling. With this option, the caller must use a star code before making a call in order to block the telephone number from being sent. This feature is often referred to as Per-Call Blocking.

Caller ID Blocking – Complete (Outgoing): Completely blocks Calling Party Number (CPN) Delivery. This feature completely blocks the transmission of a caller's telephone number to the destination they are calling. (Mutually exclusive to CPN Delivery.)

Caller ID With Name (Inbound): Provides the Verizon Business Local customer the ability to identify the name and the telephone number associated with the calling party. If no calling name is found, the state associated with the caller's area code will be displayed instead. This feature requires a two-line minimum display device.

Caller Name (CNAM) Display: This term refers to the display of the calling party's name on a called party's caller ID display box following calling party's number (CNAM).

Calling Party Number (CPN) Delivery – Outbound: This feature allows for the display/capture of the caller's telephone number at the destination they are calling.

Classes of Service (COS): Allows or denies calls to both the telephone exchange network and/or special services like international calling and Directory Assistance (411). There are various COS available to choose from to meet your customer's needs.

Commission - Unless otherwise indicated, "Commission" refers to the applicable state Public Utility Commission when referring to intrastate or Local service, and refers to the Federal Communications Commission when referring to interstate services.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the rates, terms and conditions of the Company's service.

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

Digital Interface - Digital Interface: Digital Interface provides DS-1 digital transmission facility operating at 1.544Mbps and time division multiplexed into 24 channels for the connection of Basic (DID trunks to the Customer's PBX or trunk-capable Key Systems.) Digital Interface can be used to carry one-way outbound traffic, one-way inbound traffic, Direct Inward Dialing, or a combination thereof.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

Disaster Recovery Plans Service: Local Disaster Recovery Service is an optional feature for customers of Local Line and/or Local Trunk and/or Local ISDN PRI.

Dual Tone Multi-Frequency (DTMF): The pulse type employed by tone dial Station sets.

I. SCOPE AND APPLICATION (Cont'd)

5. Definitions Specific to Local Exchange Service (Cont'd)

Due Date Change: A customer-initiated request to delay the service commencement date after an order for service has been placed.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Expedite: A service order that is processed at the request of the customer in a time period shorter than the Company standard Service Interval. An expedite charge will be assessed per circuit, per port, per order and/or per device depending on the service as specified in the Local Rates and Charges section of this tariff.

Hunting: Automatically forwards incoming calls from busy to available lines according to a pre-programmed sequence or hunt group (Serial or Circular).

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

Line Connection Charge: A non-recurring charge that applies per line to each change in type, grade or class of service, to each change of telephone number and to each temporary suspension of service.

Lit Building: Service located and provisioned in a building connected via Company owned fiber to the Company's network (Lit Building).

Local Calling: A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier: A company which furnishes exchange telephone service.

Local Line: Local Line provides the customer with a single voice-grade communications channel.

Local Trunk: Local Trunk provides the customer with a voice-grade communications channel to the customer - provided wiring to the customer's Private Branch Exchange or Hybrid Key System. Local Trunks can be provisioned as either digital or analog.

Mbps: Megabits, or millions of Bits, per second.

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

I. SCOPE AND APPLICATION (Cont'd)

5. Definitions specific to Local Exchange Service (Cont'd)

Multi-Frequency (MF): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

Presubscription-2 (PIC-2): An arrangement whereby a Customer may select and designate to the Company and Exchange Carrier it wishes to access, without an access code, for completing intraLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2). InterLATA Presubscription is offered pursuant to the Company's Price Guide at www.verizonbusiness.com.

Record Order Charge: A non-recurring charge that applies for work performed by the Company in connection with receiving, recording and processing of customer requests where only changes in Company records are involved. Some of the following changes will be applicable to this charge, additions of directory listings, change in listed name (exception of changes resulting from death, marriage, or court order), change of billing party, and change of listed service to non-published service.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which Continue for the agreed upon duration of the service.

Remote Access to Call Forwarding: This feature enables the end user from a remote location to activate/deactivate the Call Forwarding Variable feature, and to remotely transfer/forward incoming calls to another telephone number by dialing an access number and using a four-digit PIN.

I. SCOPE AND APPLICATION (Cont'd)

5. Definitions specific to Local Exchange Service (Cont'd)

Remote Call Forwarding (RCF): RCF allows all calls dialed to a telephone number equipped for RCF service to be automatically forwarded to another dialable telephone number. This service enables a customer to list a local directory number that is forwarded to a different city or exchange. Each RCF service allows for the forwarding of one call at a given time. The RCF customer is responsible for any applicable usage rates/charges between the RCF number and the terminating number.

1. RCF service is not offered when the answering location for a forwarded call is a coin/coinless, Semi-public/public telephone service.
2. The Company cannot guarantee the grade of transmission on remotely forwarded calls. Normal grade end-to-end transmission is not guaranteed because transmission characteristics may vary depending on distance and routing required to complete the forwarded portion of the call.
3. RCF service will only be provided when, in the judgment of the Company, the customer subscribes to sufficient RCF facilities at the terminating (answering) location to adequately handle calls without impairing, disrupting or deteriorating any services offered by the Company. In the event that the use of RCF service causes impairment, disruption or deterioration, the Company shall have the right to discontinue the RCF service.

RCF service is required for each directory number being forwarded. A customer can request additional RCF service (call paths) provided the customer has a receiving group of lines equal to the number of RCF services requested, (i.e., directory number is forwarded to a remote group of 5 lines – the customer can have up to 5 RCF services).

Restoral Charge: There are two different types of Restoral Charges. One is a non-recurring charge that applies when service is reconnected after suspension or termination for non-payment but before cancellation of the service. The other is where suspension of service has been requested by the Customer and reconnection after suspension is requested by the Customer.

Selective Call Screening (SCS): Is a call processing arrangement designed to restrict certain types of billing options from a line or trunk originating a call. The service is offered to provide customers with a choice of originating call screening options when an operator services system is involved with the call processing. The Selective Call Screening service provides information to the operator services platform (mechanized or live operator) to denote special originating call handling was requested. The following billing options are available: billing as collect, bill to a third party number or billed to a calling card. The Company assumes no liability for calls completed by any other entity, carrier or operator services platform as long as the Selective Call Screening code accompanies the call sent to another entity, carrier or operator services platform. SCS Customers are responsible for all toll charges billed to their line(s) for calls that are not carried solely over Company network and facilities. SCS is offered subject to switch availability on Company Local facilities (lines and trunks).

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the terms and conditions applicable to Local service, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

I. SCOPE AND APPLICATION (Cont'd)

5. Definitions specific to Local Exchange Service (Cont'd)

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Service Installation Charges: Non-recurring charges apply to the ordering, installing, moving, changing rearranging or furnishing of telephone service.

Services: The Company's telecommunications services offered on the Company's network.

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Signaling: Two types of signaling are available: Loop start (LS) and Ground start (GS)

Speed Dial – 8 Codes: Allows users to place calls to designated numbers by dialing one-digit rather than the complete telephone number. Users can program up to eight codes.

Speed Dial - 30: Allows placing calls to thirty (30) other phone numbers by dialing a one or two digit code rather than the complete phone number.

Station: Telephone equipment from or to which calls are placed.

Telephone Number Change: The service charge applies for changes of telephone number, per telephone number changed.

Toll Restriction: Used to prevent a station from dialing certain codes and numbers.

Touchtone: Term that describes push button dialing.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A customer or any other person authorized by the Customer that uses service(s) Local services under this tariff.

II. TERMS AND CONDITIONS

1. SERVICES

1. A Use of Service

- .01 Customer and Authorized Users: Service may be used for Customer or Authorized User communications. Customer is responsible for Authorized User's use of Service and for Authorized User's compliance with the requirements of this tariff. A resale Customer must, without limitation: (a) transact/interact with its customers without reference to the Company or any of its affiliates, unless the Company agrees otherwise in writing; (b) either acquire its own Carrier Identification Code(s) (CIC(s)) or indemnify the Company for all costs incurred by the Company as a result of the Customer's use of a Company CIC; and (c) comply with the registration requirements contained in Section 64.1195 of the FCC's Rules and Regulations. Resale Customers may purchase and use Service only as explicitly authorized by Company and subject to any limitations imposed by the underlying suppliers involved in providing Service.
- .02 To the extent Customer and Company allow another entity to purchase Service, Customer remains responsible for such entity's use of the Service, both in compliance with the applicable terms and for payment of applicable charges. In such arrangements, Company has no obligation to deal with such entities and may choose to interact solely with Customer for all purposes.
- .03 Intentionally left blank.
- .04 Automatic Number Identification: Any Customer of Automatic Number Identification (ANI) or charge number services on calls may:
 - .041 use the telephone number and billing information for billing and collection, routing, screening, and completion of the originating telephone subscriber's call or transaction, or for services directly related to the originating telephone subscriber's call or transaction;

II. TERMS AND CONDITIONS(CONT'D)

1. SERVICES (CONT'D)

1. A Use of Service (Cont'd)

.042 not reuse or sell the telephone number or billing information without first notifying the originating telephone subscriber and obtaining the affirmative consent of such subscriber for such reuse or sale; and

.043 not disclose, except as expressly permitted, any information derived from the Automatic Number Identification, or charge number service for any purpose other than performing the services or transactions that are the subject of the originating telephone subscriber's call; for ensuring network performance security and the effectiveness of call delivery; for compiling, using, and disclosing aggregate information; and for complying with applicable law or legal process.

These requirements are not intended to prevent a person to whom Automatic Number Identification or charge number services are provided from using the telephone number and billing information provided pursuant to such service, and any information derived from the Automatic Number Identification or charge number services, or from the analysis of the characteristics of a telecommunications transmission, to offer a product or service that is directly related to the products or services previously acquired by that Customer from such person. Use of such information is subject to the requirements of 47 CFR Sec. 64.1200 and Sec. 64.1504(c).

.05 Calling Party Number: A Customer's calling party number (CPN) may be identified and disclosed to the called party. This may be prevented if the Customer first dials *67 (or 1167 for rotary or pulse-dialing phones) to place a call. Customers with per-line blocking first must dial *82 (or 1182 for rotary or pulse-dialing phones) to allow for the presentation of CPN to called parties.

.06 Interconnection with Another Carrier: Services may be interconnected with service(s) or facilities provided by another common carrier pursuant to the following conditions:

.061 Interconnection may take place at a Company premise, at the premise of another common carrier, or at the premise of the Customer or its Authorized User. Unless otherwise indicated, Service is not part of a joint undertaking between the Company and any other common carrier or carriers.

.062 Any special facilities needed to achieve compatibility between the Company's Service and the service or facilities of another common carrier will be provided at the Customer's expense. At the Customer's request and upon appropriate authorization by the Customer, the Company will undertake to make the necessary interconnection arrangements.

.063 When Services of Company are interconnected with and/or terminated in any service and/or equipment of another common carrier, Customer shall comply with any applicable tariff regulations of and/or contractual obligations it has to the other common carrier.

II. TERMS AND CONDITIONS (CONT'D.)

1. SERVICES (CONT'D.)

1. A Use of Service (Cont'd.)

- .07 Company is appointed Customer's agent to arrange interconnection from the Company's point of presence (POP) to the Customer's facilities, where necessary for Company to provide Service, unless otherwise specified. Customer is responsible for payment of local access line charges for such interconnections secured on its behalf. The rates charged for local access service are subject to change by the providers of such local access service. Customer acknowledges that Company may rely on other carriers for installation and testing of local access lines. Company is not liable for services and equipment not provided by the Company.
- .08 Interconnection with Customer-Provided Systems or Facilities: Services may be interconnected with Customer-provided systems or facilities (including equipment) provided by the Customer, an Authorized User, or their representative(s) pursuant to the following conditions:
 - .081 Customer is responsible for the installation, operation and maintenance of Customer Equipment (including without limitation Terminal Equipment such as teleprinters, handsets or data sets), situated at a Customer Premises, at Customer's expense, except as otherwise provided for in the Customer's Signed Contract; and
 - .082 the characteristics and performance of Customer Equipment to be interconnected with Service provided by the Company must be and remain compliant with requirements imposed by the Federal Communications Commission, state commissions, and/or industry standards, as these may be modified from time to time.
 - .083 Company is not responsible for the performance of Customer Equipment, including without limitation the through transmission of signals generated by Customer Equipment or for the quality of, or defects in, such transmission; the reception of signals by Customer Equipment; or network control signaling where such signaling is performed by network control signaling Customer Equipment.

II. TERMS AND CONDITIONS (CONT'D.)

1. SERVICES (CONT'D.)

1. A Use of Service (Cont'd.)

.09 Customer Interconnection Responsibilities:

.091 Customer is responsible for taking all steps necessary to interconnect Service with Terminal Equipment, communications systems, or other facilities of Customer or any third party acting as its agent (collectively "Customer Equipment" at Customer Premises, including the payment of associated interconnection costs and those associated with Customer personnel and other service providers, the securing of rights-of-way and conduit, and the furnishing of electrical power (including the agreed-upon AC or DC current type), heating, ventilating and cooling. Additional required Customer undertakings include, but are not limited to, obtaining, installing and maintaining all equipment, materials and supplies necessary to interconnect the Customer Equipment, to Service, as well as fulfillment of the following: (a) securing all licenses, permits, and other arrangements necessary for interconnection; (b) ensuring that Customer Equipment are properly interfaced with Service and that emitted signals: (i) are of the proper mode, bandwidth, power, data speed and signal level for the intended use of the Customer; (ii) are fully compliant with the minimum protective criteria generally accepted in the telephone industry, any criteria set forth in this tariff relating to Terminal Equipment, and other appropriate criteria as may be prescribed by the Company; and (iii) do not damage Company facilities, injure its personnel or degrade Service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies particular Customer Equipment as being technically acceptable for direct electrical connection with Service, the Company will permit such equipment to be connected with Service without the use of protective interface devices. If the Customer (or its agent, contractor, or Authorized User) fails to maintain and operate its Customer Equipment properly, with resulting imminent harm to the Company's network, personnel or other customer Services, the Company may, upon written notice, require repair, maintenance, or the use of protective interface equipment at the Customer's expense. If this action fails to produce satisfactory quality and safety results, the Company, immediately upon written notice, may terminate the Customer's Service without liability. During any such period of suspension, any credit allowance for service interruptions does not apply. Customer shall reimburse Company for damage to its facilities caused by the negligence or willful act of Customer in using Customer Equipment or a Service. Any costs associated with meeting these obligations, including costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. Company may require Customer to demonstrate its compliance with this section prior to accepting an Application for Service.

.092 Customer must provide access to and release of Company equipment on Customer Premises as reasonably requested for maintenance as well as testing and repair related to failures of equipment or Service. Additional charges may apply when maintenance, testing and/or repair is performed outside of regular business hours at Customer's request.

II. TERMS AND CONDITIONS (CONT'D.)

1. SERVICES (CONT'D.)

1. A Use of Service (Cont'd.)

- .093 Customer must identify, monitor, remove and dispose of any hazardous material (e.g. friable asbestos) prior to any Company work at that location. If, in the Company's opinion, a Service location poses risks such that injury or damage to Company's employees or property might result from work being performed by Company, Customer is responsible for that work, including without limitation, installing and maintaining Company facilities and equipment (at Company direction).
- .094 Customer is responsible for ensuring that no one other than qualified and authorized Customer personnel attempt to adjust, modify, move or otherwise interfere in any way with the continuous operation of Company equipment located at Customer Premises.
- .095 Customer is responsible for all loss regardless of cause (other than directly resulting from an act or omission of the Company) to Company equipment on Customer Premises.
- .10 Access to Company Systems: When a Customer is permitted access to Company computer systems and data ("Systems") for purposes of managing and maintaining service, the Customer must:
 - .101 access Systems only to the extent necessary to manage and maintain service, as access into Systems beyond that authorized may result in civil and/or criminal penalties;
 - .102 not disclose or use information, which may be learned as a consequence of access to Systems, except as may be necessary to manage and maintain service. Customers must take all reasonable measures to prevent those not having a need to know from acquiring such information;
 - .103 not in any manner disclose, provide, or otherwise make available, in whole or in part, Systems documentation or any related or other confidential material except to those having a need to know as an incident of the operation of the Customer's Service. Systems remains the property of the Company and may not be copied, reproduced or otherwise disseminated without the prior written consent of the Company;
 - .104 take all other reasonable measures to maintain the confidentiality of Systems. Such measures shall include the use of Personal Identification Numbers (PINs) and passwords selected by and known only to the Customer's individual authorized users. Systems telephone numbers and dial-up access numbers assigned to the Customer by the Company and PINs or any aspect of access and sign-on methodology revealed to the Customer shall not be posted or shared with others under any circumstances. Customers shall follow normal logoff procedures prior to leaving a terminal unattended and are required to report to the Company any known or suspected attempt by others to obtain unauthorized access to Systems; and

II. TERMS AND CONDITIONS (CONT'D.)

1. SERVICES (CONT'D.)

1. A Use of Service (Cont'd.)

- .105 immediately notify the Company if a security device assigned to a Customer for dial-up access is lost, stolen, or misplaced.

1. B Service Limitations

- .01 No Unlawful Use: Service may not be used for: (a) an unlawful purpose; or (b) making calls that employ automatic dialing devices and terminate into electronic Information Services, pay-per-call services, or other domestic or international audiotext services.
- .02 Facilities Used for Service: The facilities used to provide Service will be exclusively of the Company's choosing. The Company may at any time substitute facilities used to provide Service, or it may substitute comparable Service for the Service being provided to Customer. In no event will title to any of the facilities used by the Company to furnish Service vest in the Customer or in an Authorized User. At Customer's request and cost, Company will provide alternative or redundant Service during facility or service substitutions, where commercially reasonable. Customer will continue to pay for any such additional Service provided by Company until cancelled by Customer with at least thirty days written notice.
- .03 Availability of Facilities and Authority: Service is offered and furnished subject to the availability of facilities and authority required to provide it. In particular and without limitation, Company may stop providing a service or product without liability if (a) a third party that had been providing an underlying component of that service or product stops providing it to Company, (b) a material portion of the facilities used to provide Service is rendered unavailable by condemnation or casualty, or (c) an applicable law or regulation would require the alteration of the Service or be violated by its provision. Notwithstanding any other provision in this tariff, the Company may: (a) deny Customer Service requests and thereby limit or allocate Service among Customers; or (b) limit or allocate the facilities available for Service, if necessary, in order to: (i) manage its network in an efficient manner; (ii) meet reasonable Customer Service expectations; or (iii) furnish Service to existing and future customers based on current and projected available capacity, taking into account forecasted Customer requirements. The Company may terminate Service or available billing options associated with Service upon written notice to affected Customers whenever necessitated by circumstances beyond the Company's control, including situations involving Customer call volumes or patterns that result, or could result, in Company network blockages or the degradation of Service furnished to the Customer or to other customers. Company also reserves the right to abandon Service altogether, with appropriate notice, without liability.
- .04 Customer has no property right to any telephone number or any other designation associated with Services furnished by the Company. Company reserves the right to change such numbers or other designations, or the meaning associated with them, at its discretion.
- .05 Call Blocking: Without notice, the Company may block calls to or from certain countries, country codes, cities, city codes, NXX exchanges, individual telephone stations, groups or ranges of individual telephone stations or calls that use certain authorization codes,

II. TERMS AND CONDITIONS (CONT'D.)

1. SERVICES (CONT'D.)

1. B Service Limitations (Cont'd.)

whenever the Company deems it necessary to take such action to prevent: (a) the unlawful use of Service; (b) fraud; (c) nonpayment for Service; (d) the use of Service in violation of the requirements of this tariff; or (e) Company network blockage or the degradation of service furnished to the Customer or to other customers; or when actions taken by foreign governments or foreign telecommunications agencies, or responsive actions taken by the U. S. Government or state government or any instrumentality thereof, render it impossible or impracticable to provide service. The Company will unblock as soon as it determines it can do so without undue risk, and it will, upon request by an affected Customer, assign new authorization codes to replace any that were deactivated. Whenever call blocking occurs on lines presubscribed to the Company, Customers or former Customers will be unable to make calls via any of the Company's CICs or those of its affiliates. The Company may refuse to accept calling or credit card, collect calling and/or third number calls which it determines are or may be fraudulent, or it may limit the use of these billing options to or from certain countries or areas, including all or part of the United States, Puerto Rico, and the U.S. Virgin Islands.

.06 976 Access: Access will not be provided to local 976 numbers.

.07 Intentionally left blank.

.08 Service Non-Use: If service is made available to a Customer and the Customer has failed to place that service into actual and substantial use during the six-month period immediately following its availability, or, if during any service term, the Customer has not actually and substantially used the available service for any consecutive six-month period, the Company may discontinue the service after furnishing written notice to the Customer regarding such non-use and, thereafter, the Customer fails to place the service into actual and substantial use during the three-month period immediately following therendition of notice. As used in this section, "actual and substantial use" shall mean a pattern of use that discloses an intention on the part of the Customer to use the service.

.09 Emergency Restoration of Service: The use and restoration of service during emergency conditions will be performed in accordance with Part 64, Subpart D, Appendix A, of the Rules and Regulations of the Federal Communications Commission.

.10 Customer Modifications: Neither the Customer nor any Authorized User may rearrange, disconnect, remove, modify, or attempt to repair service, or permit others to rearrange, disconnect, remove, modify, or attempt to repair service, without the prior written consent of the Company.

II. TERMS AND CONDITIONS (CONT'D.)

1. SERVICES (CONT'D.)

1. C General Provisions of Service

- .01 Intentionally Omitted.
- .02 Minimum Service Period: Except as otherwise expressly provided for in this tariff or in a Signed Contract, service is furnished and billed on the basis of a minimum period of thirty days, beginning on the date service is first made available to the Customer for use or on the date service otherwise commences.
- .03 24 X 7 Service: Except as otherwise expressly provided elsewhere in this tariff or in a contract, service is offered and provided on a monthly basis, twenty-four hours per day, seven days per week.
- .04 Monthly Billing Period: For the purpose of computing charges, a month consists of thirty days.
- .05 Service Application Information: The name of the Customer and any Authorized User(s) must be contained on any Service Application or enrollment form furnished by the Company and, in addition, the Customer must furnish all other information necessary for the Company to provide service.
- .06 Collocation: The Company will entertain requests from Customers or prospective Customers, on a first-come, first-served basis, to collocate Customer Equipment at Company Terminals. Grant of a collocation request is subject to: (a) the Company's current and forecasted operational or physical space requirements, taking into account available space at a Terminal; (b) any applicable lease or occupancy restrictions imposed on the Company; (c) the technical and operational compatibility of the Customer's system or facilities with services; (d) the Company's security requirements; and (e) terms and conditions to which the Customer contractually will commit.
- .07 Service Inspection: The Company, upon reasonable notice, may:
 - .071 require that service be made available for inspection, testing or adjustment so that it can be maintained in a satisfactory condition. During any period of such inspection, testing or adjustment of service, no service credit will be given for the time during which service was unavailable to the Customer; or;
 - .072 undertake inspections or testing as may be necessary to determine whether the requirements of this tariff are being satisfied in connection with the installation, operation or maintenance of service. The Company may suspend, and subsequently discontinue, the provision of service at any time, without penalty, if the Customer or Authorized User fails or refuses to comply with these inspection, testing or adjustment requirements.

II. TERMS AND CONDITIONS (CONT'D.)

1. SERVICES (CONT'D.)

1. C General Provisions of Service (Cont'd.)

.08 Governmental Charges: The Company may adjust its rates and charges, or impose additional rates and charges, in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities ("Governmental Charges") to collect from or pay to others in support of statutory or regulatory programs. Examples of such Governmental Charges include, but are not limited to, Universal Service funding and compensation payable to payphone service providers for use of their payphones to access Company service.

2. TERM

2. A Term

The term for which service is provided is thirty (30) days, unless otherwise specified in this tariff with regard to a specific product or in a Signed Contract.

2. B Service Cancellation or Change By Customer

.01 Service Cancellation: If a Customer cancels an order for service before service commences, or before completion of a minimum service period, or before completion of some other period mutually agreed to between the Customer and the Company, the Customer will be billed and required to pay the Company for its unrecovered and nonrecoverable expenditures or liabilities incurred to establish, provide and terminate service for Customer, including without limitation termination charges paid to third parties, and all recurring charges identified in the Signed Contract.

.02 Intentionally left blank.

.03 Change of Service: When a change of service involves the continued use of service, installation charges will not apply to the service being continued in use. The minimum service period for the service will be deemed to have begun on the date the original service was first available to the Customer.

II. TERMS AND CONDITIONS (CONT'D.)

2. TERM (CONT'D.)

2. C Service Cancellation by Company

.01 The Company may discontinue the furnishing of any and/or all service(s), or cancel a Customer's service or Customer accounts, without incurring any liability:

.011 Immediately, upon seven (7) days written notice to the Customer, if:

.0111 providing service would violate any applicable law, regulation, court order, or other legal authority;

.0112 any sum owed by the Customer has not been paid within thirty (30) days of the invoice date and remains unpaid during the seven (7) day period following the delivery of written notice of non-payment to the Customer;

.0113 the Customer fails to comply with a request by the Company for security for the payment of service;

.0114 intentionally omitted

.0115 the Customer has failed to fulfill a contractual commitment to pay for service previously furnished to the Customer; or

.0116 the Customer is non-compliant with any other provision or requirement set forth in the tariff or in any contract between the Company and the Customer.

.012 Immediately, and without notice, if:

.0121 the Customer refuses to furnish information that: (1) is essential to the Company or its billing agent to invoice service; or (2) pertains to the Customer's credit-worthiness, its past or current use of common carrier communications service, or its planned use of such service;

.0122 the Customer has provided false information regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications service, the planned use of service, or the Customer's status under federal and/or state low income programs;

.0123 the Customer either refuses to pay when billed for service or indicates to the Company or an entity billing on the Company's behalf that it does not intend to pay for service;

II. TERMS AND CONDITIONS (CONT'D.)

2. TERM (CONT'D.)

2. C Service Cancellation by Company (Cont'd.)

- .0124 a Customer subscribed to a service accessed with an authorization code has not used the service (with the exception of calls to Directory Assistance) for 90 days. In such case the Company may deactivate the authorization code. If the Customer wishes to renew service (e.g., upon reopening its business), the Company will promptly supply a new authorization code. This provision does not apply to Customers whose service is accessed by dialing "1+" into central offices where equal exchange access is available;
- .0125 a Customer has not used a Service (of any type) for 12 months;
- .0126 the Customer or prospective Customer uses service to transmit or receive a message, locate a person, or otherwise give or obtain information without payment for service;
- .0127 the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by:
 - .01271 using or attempting to use service by rearranging, tampering with, or making connections to service in an unauthorized manner;
 - .01272 using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - .01273 any other fraudulent means or devices.
- .0128 the Customer uses service to entice callers to dial certain numbers and thereby incur charges without informing the callers that such charges will be incurred;
- .0129 the Customer previously was provided with notice of noncompliance with any provision in this tariff, took corrective action within the requisite seven (7) day period to comply with the provision, but thereafter engages in the same non-compliant activity;
- .01210 the Customer acts, or fails to act, in a manner that hinders or frustrates any investigation by the Company or others having legal authority to investigate Customer compliance with this tariff or with the Customer's other legal obligations;
- .01211 the Customer fails to pass back to the Company appropriate answer supervision so that a call can be billed;

ORIGINAL

II. TERMS AND CONDITIONS (CONT'D.)

2. TERM (CONT'D.)

2. C Service Cancellation by Company (Cont'd.)

.01212 the Customer is reselling service, having elected to use a Company Carrier Identification Code (CIC), but fails or refuses to indemnify the Company for costs incurred by the Company as the result of its use of a Company CIC;

0.1213 the Customer uses service for an unlawful purpose, or in a manner that interferes with service to other users; or

.01214 the Company reasonably determines, in its sole judgment, that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services.

02 Discontinuance or cancellation of service by the Company will not relieve the Customer of any obligation to pay for service previously furnished to the Customer or for any termination or other charges. Upon the Company's discontinuance or cancellation of service to the Customer, all applicable charges, including termination charges, become due. The remedies set forth above are in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff or a Signed Contract.

II. TERMS AND CONDITIONS (CONT'D.)

2. TERM (CONT'D.)

2. D Notice

Except as otherwise expressly provided for in this tariff or in a Signed Contract, service will be provided until canceled by the Customer with the required prior written notice or until canceled by the Company pursuant to the notice requirements set forth in Section 2.C. For local exchange service, Customer must provide 30 days written notice. Disconnection notices must be labeled conspicuously "Disconnect Request." Notice is deemed effective only if Customer receives a written confirmation of receipt from Company; Customer should contact its account representative or Customer Service if it does not receive such confirmation within 5 business days. Notice must be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the following addresses. Except as provided otherwise, notices will be deemed to have been given when received. This provision does not waive or otherwise affect any contractual charges or damages that may arise from the termination of a service or a contract. Customer remains responsible for any use of service (including related recurring charges), even if service is disconnected after the requested disconnection date.

To Company:
Verizon Business Services
6415-6455 Business Center Drive
Highlands Ranch, CO 80130
Attn: Customer Service
Email: notice@verizonbusiness.com

With Copy to:
Verizon Business Services
22001 Loudoun County Parkway
Washington, DC 20005
Attn: Vice President, Legal

To Customer, notice may be provided to any of the following:

- the notice address in a Signed Contract that has not been superceded even if the contract term has expired
- an address to which invoices are sent
- any other address reasonably calculated to achieve actual notice under the circumstances

2. E Service Transitioning

If a Customer voluntarily discontinues service or has its service terminated for cause, including for non-payment of amounts due and owing the Company, the Company will have no obligation whatsoever to assist the Customer in any respect in transitioning to another provider's service.

II. TERMS AND CONDITIONS (CONT'D.)

3. MINIMUM ANNUAL VOLUME COMMITMENT, UNDERUTILIZATION AND EARLY TERMINATION CHARGES

Minimum Annual Volume Commitments and Underutilization and/or Early Termination Charges, if applicable, are established in the tariff for each service or in the Signed Contract.

4. RATES, CHARGES AND PAYMENT TERMS

4. A Payment Terms

.01 Service Charges: The Customer is responsible for payment to the Company, or to any entity designated by the Company as its collection agent, for all charges associated with service furnished to the Customer or any Authorized User, including any applicable underutilization or early termination charges. This responsibility for payment is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer-provided systems, facilities or services interconnected to the Customer's service, which use, misuse, or abuse may be occasioned by third parties including, without limitation, the Customer's employees or other members of the public. Payments must be made at the address designated in the invoice or other such place as Company may designate. Amounts not paid or disputed under the terms of the Company Customer Agreement on or before 30 days from invoice date or such other due date set forth as provided above are considered past due. For the purpose of billing, service is deemed to start on the day the service and its associated equipment, if any, are installed or otherwise made available for Customer's use. Where billing is based upon Customer usage, Customers will be billed for all usage starting on the date usage begins.

Charges for service may be:

.011 non-recurring or one-time charges that are payable when the service with which they are associated has been performed. If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company in connection with service provided to a Customer, those charges, along with any applicable Company charges, will be charged to the Customer;

.012 recurring charges which are fixed in amount and not dependent on usage are billed in advance; or

.013 usage charges billed after each usage cycle associated with service.

The charges for which the Customer is responsible are the rates and charges in effect at the end of the monthly billing period applicable to the Customer for the service provided.

.02 Billing Increment:

.021 The duration of a call or other billing unit is rated in the billing increments applicable to the service. If the final interval of a call or other billing unit is less than the applicable billing increment, it will be rounded up to a full increment for purposes of billing.

ORIGINAL

II. TERMS AND CONDITIONS (CONT'D.)

4. RATES, CHARGES AND PAYMENT TERMS (CONT'D.)

4. A Payment Terms (Cont'd.)

.022 Computed usage charges or credits for each call are rounded to the nearest cent (except as noted below for the minimum charge).

.023 Billable time for switched telecommunications service is the duration of time between the called station answering and the called or calling station disconnecting, provided duration may be rounded in accordance with specific descriptions in this tariff.

.03 Minimum Charge: The Company does not invoice charges in fractions of a cent; the minimum charge for any charge element is \$.01. For example, if a Customer's ECR platform or transport charge calculates to anything less than \$.01 (e.g., \$.004, each such charge will be billed at \$.01).

.04 Payment Period: Invoices are due and payable in U.S. dollars within thirty (30) days of the invoice date, unless the Company expressly indicates otherwise on the invoice or in a contract between the Company and the Customer. If the Company becomes concerned at any time about the ability of a Customer to satisfy its payment obligation, the Company, in its sole discretion, may require that the Customer pay its invoices within 15 days and to make such payments in cash or the equivalent of cash. A late payment charge equal to the lesser of: (i) one and one-half percent (1.5 %) per month, compounded, or (ii) the maximum amount allowed by applicable law will be applied against past due amounts, including taxes. The late payment charge will be applied to any disputed portion of the unpaid balance that is resolved against the customer. A charge is considered disputed on the date the Company receives sufficient documentation to raise a bona fide question about the charge which Company is able to effectively investigate. A dispute is deemed resolved on the date the Company completes its investigation and notifies the Customer of its disposition. A check return charge will be assessed for checks with insufficient funds or non-existing accounts.

.05 Outstanding Balance Payments: The Company may require a Customer that owes an outstanding balance to any Company affiliate to pay the outstanding amount in full before the commencement of service.

.06 Intentionally omitted.

II. TERMS AND CONDITIONS (CONT'D.)

4. RATES, CHARGES AND PAYMENT TERMS (CONT'D.)

4. A Payment Terms (Cont'd.)

- .07 Security Compliance: The Company may refuse to accept or process service orders between the time of its request for a security deposit or commercial credit card account number against which service charges can be applied and the time of a Customer's compliance with the request.
- .08 Past Due Accounts: The Company may refuse to furnish service if any Customer account with the Company is past due.
- .09 Installation Charges: All installation charges assume installation at normal locations under normal working conditions. Any installation made under other circumstances is subject to an additional charge.
- .10 Service Restoration Charge. Company may charge a service restoration charge \$20 when service is restored after being blocked, suspended or cancelled.
- .11 Application of Service Credits: Service credits due Customer that are related to, or based on, service usage will be applied before the application of taxes and any Governmental Charges; and service-related credits due Customer that are not related to, or based on, service usage will be applied after the application of taxes and any Governmental Charges.
- .12 Taxes
 - .121 The Company's rates and charges for service are exclusive of the following charges that will be assessed, and which shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted:
 - .1211 applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts and value added taxes;
 - .1212 any tax imposed by an authority on the benefits of a promotion offered by the Company involving services or goods of a third party;
 - .1213 other taxes;
 - .1214 tax-like charges to recover amounts the Company is required or permitted by a governmental or quasi-governmental authority to collect from others or pay to others in support of statutory or regulatory funds or programs;

II. TERMS AND CONDITIONS (CONT'D.)

4. RATES, CHARGES AND PAYMENT TERMS (CONT'D.)

4. A Payment Terms (Cont'd.)

- .1215 other tax-like charges;
- .1216 a tax-related surcharge imposed on all charges (net of bad debts) for outbound service originating in, or inbound service terminating in, a jurisdiction which levies, or asserts a claim of right to levy:
 - .12161 a gross receipts tax, a license tax, or other tax-like charge on the Company's operations in that jurisdiction based on the Company's gross receipts, revenues or operations in that jurisdiction.
- .122 All taxes, tax-like charges and the tax-related surcharges are referred to collectively as "Tax(es)." The Company may elect to impose and collect such Taxes, unless otherwise constrained by court order or direction. The Customer agrees to pay all Taxes imposed. If the Company has collected Taxes and a challenged Tax is found to have been invalid and unenforceable, and if the amounts collected were retained by the Company or delivered over to the jurisdiction and returned to the Company, the Company, in its sole discretion, may reduce service rates for a fixed period of time in the future in order to flow-through to customers an amount equivalent to the amounts collected, credit or refund such amounts to affected customers (less its reasonable administrative costs), or negotiate an arrangement with the jurisdiction to provide a future benefit for customers in that jurisdiction. Customer will pay any Taxes that become applicable retroactively.
- .123 If the Customer provides the Company with a duly authorized exemption certificate, the Company will exempt the Customer in accordance with law, effective on the date the Company receives the certificate.
- .124 Taxes based on the Company's net income will be the Company's sole responsibility.
- .13 Notice of Dispute: If the Customer does not give written notice to the Company of a dispute with respect to invoiced charges or the application of Taxes within six (6) months of the date of the invoice, the invoice, or application of taxes, shall be deemed to be correct and binding on the Customer for all purposes.
- .14 Collection Expenses: If the Company incurs any fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- .15 Treatment of Credit Balances: If a Customer whose account has been closed has a credit balance showing, the Company will transfer the credit to another account, if the Customer has one, or will mail a check for the balance to the Customer at its last known address according to the records of the Company.

II. TERMS AND CONDITIONS (CONT'D.)

4. RATES, CHARGES AND PAYMENT TERMS (CONT'D.)

4. A Payment Terms (Cont'd.)

- .16 Early Termination Charges: No provision for payment of a sum upon termination of service prior to the end of a committed term (whether the sum is called a termination charge, termination liability, or is otherwise designated), where termination is (a) by the Customer in the absence of a material breach by the Company of its obligations, or (b) by the Company when permitted or required, shall be construed as an alternative performance or in any other manner a grant of permission or right to the Customer to terminate service prior to the end of the committed term. Any such early termination will be deemed to be a material breach by the Customer of its contractual obligation to the Company.
- .17 Check Payments: In the event payment is made by check and the Customer's check is not honored by the institution on which it was drawn, the Company will impose, and the Customer will be required to pay, a \$10 fee if the services at issue are solely Arizona intrastate services, in addition to all other remedies available to the Company.
- .18 Delay in Billing Capability: If billing systems or other required support is not available to bill for service, any service feature, any service-related surcharge, or any other charge element at the time of service provision, the Company will bill for that service, feature, surcharge or other charge element as soon as it is capable of doing so.
- .19 Unbilled Charges: Except in cases involving fraud, the Company will invoice previously unbilled charges for service if the invoice date is no later than one hundred and eighty (180) days from the end of the monthly billing period in which the charges occurred. In cases involving fraud, the Company will invoice previously unbilled charges if the invoice date is no later than eighteen (18) months from the end of the monthly billing period in which the charges occurred.
- .20 Intentionally left blank.
- .21 Unbillable Charges: Calls may not be placed using a local exchange company's calling card if that local exchange company is not obligated to invoice such calls on Company's behalf, and calls may not be placed or received using 10-10XXX dialing or collect or third party calling conventions, e.g., 1-800-COLLECT, if the serving local exchange carrier is not obligated to provide billing name and address (BNA) information to Company in connection with such calls.
- .22 Applicable Local Exchange Carrier Terms: The terms and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the applicable local exchange carrier's tariff apply to charges of Company for which the local exchange carrier serves as the billing agent for Company or buys Company's accounts receivables.
- .23 If an entity (other than the Company) imposes charges on the Company, in addition to its own internal costs, in connection with a Service, those charges may be passed on to the Customer.

II. TERMS AND CONDITIONS (CONT'D.)

4. RATES, CHARGES AND PAYMENT TERMS (CONT'D.)

4. B Service Credits

The following credits for service interruptions apply, except for Directory Assistance, and except as otherwise expressly provided for in this tariff or in a Signed Contract.

- .01 For services for which charges are specified on the basis of per minute of use, or on usage of a fraction of a minute, the following credits will be made for an interrupted call that can be remedied by redialing the called number.
 - .011 Usage Charges: A credit will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in service. A Customer also may be granted a credit for reaching a wrong number. To receive a credit, the Customer must notify his or her Customer Service Representative and furnish information, including the called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed.
 - .012 When a call is involuntarily disconnected, the Customer will be given a credit equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. When a domestic call has been interrupted by poor transmission or one-way transmission, the Customer will be given a credit of the Customer's choosing, either (a) \$2.65 per reported call, or (b) an amount equal to the basic or standard charges for the reported call, up to a maximum of thirty (30) minutes. Where an international call has been interrupted by poor transmission or one-way transmission, the Customer will be given a credit of the Customer's choosing, either (a) \$2.65 per reported call, or (b) an amount equal to the standard charges for one minute of usage to the country called. A Customer who has reached a wrong number will be given a credit equal to the charge for the initial minute of the call to the wrong number, if he or she reports the situation promptly to a Customer Service Representative. This credit is limited to \$100 over a twelve (12) month period.
- .02 Recurring Charges: For services for which charges are specified on the basis of a monthly recurring charge, the following credits will be made for service interruptions.
 - .021 If service is interrupted for a period of less than two (2) hours, no credit will be given.
 - .022 When service is interrupted for a period between two (2) and twenty-four (24) hours, a credit will be given in an amount equal to one thirtieth (1/30) of the applicable monthly recurring service charge.
 - .023 When service is interrupted for a period of more than twenty-four (24) hours, a credit will be given in an amount equal to one thirtieth (1/30) of the applicable monthly recurring service charge for each twenty-four (24) hour period or fraction thereof that service is interrupted.

II. TERMS AND CONDITIONS (CONT'D.)

4. RATES, CHARGES AND PAYMENT TERMS (CONT'D.)

4. B Service Credits (Cont'd.)

- .03 Alternative Credit: In lieu of the credits provided for in the previous three subsections, the Company may apply a credit against usage or monthly recurring charges in an amount not to exceed \$1,000 per Customer or account, per monthly billing period, whenever the Company determines, in its sole discretion, that such a credit is warranted due to considerations involving the delivery of past service to the Customer or an account.
- .04 No Credit: No credits will be given for interruptions:
 - .041 caused by the act or omission of the Customer or an Authorized User;
 - .042 due to the failure of power, equipment, systems, facilities or services not provided by the Company;
 - .043 during any period during which the Company or its representatives are not afforded access to the premises where access lines or Company facilities associated with the Customer's or Authorized User's service are located;
 - .044 during any period when the Customer or an Authorized User has released service to the Company or its representative for maintenance, service rearrangement, or the implementation of a Customer service order;
 - .045 during any period when the Customer has chosen not to release service for testing or repair and the Customer continues to use service on an impaired basis;
 - .046 due to network busy conditions;
 - or
 - .047 not reported to the Company.
- .05 Interruption Period: An interruption period begins when the Company receives notification that service has been interrupted and service has been released for testing and repair. An interruption period ends when service is restored. If the Customer reports that service has been interrupted, but refuses to release it for testing and repair, the service is deemed to be impaired, but not interrupted for crediting purposes.
- .06 Affected Service: Only those segments of service actually affected by an interruption are considered in determining the credit amount.
- .07 Use of Alternative Service: If the Customer elects to use another means of communicating after a service interruption has occurred, or during a period when he or she is unable to use service, the Customer is responsible for paying the charges for the alternative service used and will not be reimbursed by the Company other than via the appropriate credit as set forth in this tariff.

II. TERMS AND CONDITIONS (CONT'D.)

4. RATES, CHARGES AND PAYMENT TERMS (CONT'D.)

4. B Service Credits (Cont'd.)

.08 Intentionally omitted.

.09 Redundancy: At the Customer's request and cost, the Company will undertake to make arrangements for service redundancy, whenever possible.

4. C Fraud

.01 Theft of Service: Except with respect to usage involving the use, misuse or abuse of Customer Premises Equipment (CPE) interconnected with service, or as otherwise provided in this section or in any Signed Contract, the Company will issue full credit for invoiced charges for Customer calls determined to the reasonable satisfaction of Company to have resulted from a "theft of service." A "theft of service" is the unauthorized use of the Customer's service following its theft by a third person over whom neither the Customer nor an Authorized User possesses an ability to control. Under no circumstance will credit be issued for service use resulting from the acts or omissions of the Customer or any Authorized User, or from the acts of any of the Customer's or Authorized User's employees, former employees, agents, vendors or independent contractors. To qualify for a credit, the Customer must: (1) notify the Company in writing within ninety (90) days of the Customer's receipt of the first invoice containing alleged unauthorized service use; and (2) co-operate fully with the Company in connection with any investigation, prosecution or litigation arising from such theft of service. The Customer's written notification must identify with specificity the service use for which the Customer is seeking credit.

.02 Remote Toll Fraud Program: The Remote Toll Fraud Program provides the procedure required for Customer fraud credit requests and limits a qualifying Customer's liability for verified Remote Toll Fraud usage charges. For purposes of this Program, Remote Toll Fraud is defined as: (i) the placement of unauthorized outbound calls to international locations by using the Customer's outbound international service; or (ii) unauthorized use of eligible toll-free service originating from a domestic location(s) and compromising certain CPE associated with the service(s) located in the United States. The following terms and conditions apply to the Remote Toll Fraud Program:

.021 To be eligible to receive benefits under this Program, the Customer must:

.0211 provide the Company with requested information concerning any password(s) used to access CPE involved in any suspected Remote Toll Fraud;

.0212 co-operate with the Company in all efforts to identify, prevent or eliminate suspected or confirmed Remote Toll Fraud. For purposes of notification, the Customer must furnish the designated Company Representative with: (i) the names of Customer personnel involved in the Program, including individuals capable of being contacted 24 hours per day, seven

II. TERMS AND CONDITIONS (CONT'D.)

4. RATES, CHARGES AND PAYMENT TERMS (CONT'D.)

4. C Fraud (Cont'd.)

days per week; and (ii) Customer pager, cellular or off-hour telephone numbers. This information must be furnished initially by the Customer and updated, as necessary, in order for the Customer to become, and remain, eligible to receive benefits under the Program;

.0213 provide follow up information regarding the nature of any potentially fraudulent usage within forty-eight (48) hours of a Company notification to the Customer. Provide Company with access to its CPE within twenty-four (24) hours of a Company request, and the Customer must allow the Company Representative to investigate the current and/or former CPE configuration. Under no circumstance will the CPE configuration be, or be deemed to be, the responsibility of the Company;

.0214 immediately notify the Company whenever Remote Toll Fraud is suspected or detected, irrespective of whether other common carrier(s) are involved;

.0215 notify the Company in writing within sixty (60) days of receipt of the first Company invoice containing any suspected Remote Toll Fraud usage charges. If the Customer fails to notify the Company, all usage charges for which written notice has not been provided will not qualify as Remote Toll Fraud usage charges. The Customer's notice must establish with specificity (e.g., by way of call detail records) to the reasonable satisfaction of the Company that the suspected usage charges are covered under the Program; and

.0216 notify the Company in writing within sixty (60) days of the end of the Remote Toll Fraud incident of the means by which the fraud occurred, if known, and the changes made to the Customer's CPE to prevent future Remote Toll Fraud.

.022 Program Benefits and Other Program Conditions:

.0221 CPE eligible for participation in the Program is limited to a single Private Branch Exchange (PBX) or a single electronic key system located on Customer Premises within the United States.

.0222 Under no circumstance will the Program cover, nor will Remote Toll Fraud be defined to include, calls placed by wireless devices, dial-around (10-10-XXX) calls, Operator Service calls, toll-free or 900 pay-per-call traffic, or calls made through any non-Company conferencing service or Centrex system.

II. TERMS AND CONDITIONS (CONT'D.)

4. RATES, CHARGES AND PAYMENT TERMS (CONT'D.)

4. C Fraud (Cont'd.)

- .0223 For each incident of Remote Toll Fraud, an eligible Customer will be liable to the Company for the first \$10,000 of Remote Toll Fraud usage charges for calls occurring prior to notification. For purposes of this section notification is defined as (i) notice to the Customer from an authorized representative of the Company's Fraud Prevention organization or Account Team representative; or (ii) notice from the Customer to the Company's Fraud Prevention organization or Account Team representative of suspected remote access fraud. An eligible Customer's pre-notification liability will not exceed \$10,000 per Remote Toll Fraud incident, but the Customer will be liable to the Company for all Remote Toll Fraud usage charges for calls occurring after notification is given by the Company to the Customer or by the Customer to the Company.
- .0224 The \$10,000 limitation of Customer liability will not apply to CPE for which a credit previously was given, or to any other CPE connected to CPE for which a credit previously was given, until a "30 day fraud-free period" has elapsed. This period will be measured beginning with the date of the last fraudulent call of the last incident affecting the same CPE.
- .0225 CPE not owned or leased by the Customer and not subject to the Customer's direct control, whether on Customer Premises or elsewhere, is not eligible under the Program.
- .0226 The Program will not cover any Remote Toll Fraud usage charges resulting from the negligent or intentional acts of the Customer, its employees, former employees, agents, vendors or independent contractors.
- .0227 Credited Remote Toll Fraud usage charge amounts will be excluded from the ascertainment of volume/term discount levels and satisfaction of any applicable volume/revenue requirements.
- .0228 With respect to any credit amount awarded to Customer under this Program, the Company is subrogated to any and all rights of the Customer with respect to any associated claims against third parties (including, without limitation, any person who made the unauthorized calls resulting in the credit amount given).
- .023 Failure of the Customer to comply with any of its obligations under the Remote Toll Fraud Program will disqualify the Customer from current and future participation in the Program at all Customer locations.

II. TERMS AND CONDITIONS (CONT'D.)

4. RATES, CHARGES AND PAYMENT TERMS (CONT'D.)

4. C Fraud (Cont'd.)

.03 Company may, but is not required to, advise Customer of abnormal calling patterns or other possible unauthorized use of facilities or Service assigned to the Customer. Additionally, the Company may, but is not required to, block calls on authorization codes which Company believes to be unauthorized or fraudulent.

4.D MAXIMUM RATES

Where applicable, the Company has tariffed maximum rates. Doing so permits the Company to change its current rates to a level at or less than the maximum rates upon notice to this Commission. Changes of currently effective rates that are at or less than the maximum rates set forth in this tariff may be made upon written notice to this Commission not later than concurrent with the rate change.

Notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.

5. TERMINATION

Termination rights of the Company and the Customer are established in this tariff or in any Signed Contract.

6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

6. A WARRANTY DISCLAIMER. EXCEPT AS SPECIFICALLY SET FORTH IN THIS TARIFF OR IN A SIGNED AGREEMENT, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY COMPANY SERVICES, SOFTWARE OR DOCUMENTATION. COMPANY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

6. B LIABILITY DISCLAIMER. Except for credits for service interruptions, as provided for in Section 4.B, the Company will not be liable for any failure of performance due to causes beyond its reasonable control, including, but not limited to, acts of God, fires, floods or other catastrophes; terrorist acts, embargo, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties; unavailability of equipment, software or parts from vendors; preemption of service to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations; any law, order, regulation or other action of any governing authority or agency thereof; or changes requested by Customer.

II. TERMS AND CONDITIONS (CONT'D.)

6. C LIABILITY LIMITATION. The liability of the Company in tort for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. Except as noted in the preceding sentence, the Company's liability, if any, is limited to an amount equal to the credit, if any, provided by this tariff. The limitations in this sub-section apply, without limitation, to any claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a Service), installation, provision, termination, maintenance, repair, interruption, restoration or billing of any Service (including component features, options or facilities) offered under this tariff, including without limitation from mistakes, omissions, interruptions, delays, errors or defects of any kind. NOTWITHSTANDING ANY PROVISION OF THIS TARIFF TO THE CONTRARY, IN NO EVENT WILL THE COMPANY BE LIABLE TO THE CUSTOMER OR OTHERS FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS REVENUE, PROFITS OR GOODWILL, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE (WHETHER OR NOT THE COMPANY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE).

II. TERMS AND CONDITIONS (CONT'D.)

6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY (CONT'D.)

6. D LIMITATION OF ACTION. No claim, action or other proceeding against the Company may be brought more than two years after the service to which it relates is rendered.

6. E INDEMNIFICATION. The Company will be indemnified, defended and held harmless by the Customer, and by others authorized to use service, against all claims of loss, expense or damage arising from the use of service, including without limitation:

.01 claims of libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information or other content transmitted via service;

.02 patent infringement claims arising from the combining or connecting of service with systems or facilities furnished by the Customer or others;

.03 claims by the Customer or others for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure of operation, maintenance, removal, presence, condition, location or use of service furnished by the Company at any location at which there is present an atmosphere that is explosive, prone to fire, dangerous, or otherwise unsuited for service installation;

.04 claims of criminal enterprise;

.05 claims arising out of the failure of Customer-provided equipment, facilities, systems or services;

.06 claims for personal injury or death of any person related to the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by Company, if not solely caused by negligence of Company;

.07 claims arising out of the use by Customer of Services which use has been restricted or limited by action of a government agency having jurisdiction over the Customer, the Company or its Services;

or

.08 all other claims arising out of any act or omission of the Customer or an Authorized User in connection with service provided by the Company.

6. F THIRD PARTY ACTS. The Company will not be liable for any act or omission of any other person furnishing a portion of service, or for any act or omission of a third party, including those vendors participating in offerings made to Customers that involve service, or for damages associated with service or facilities which the Company does not provide, or for damages which result from the operation of Customer-provided systems, facilities or services interconnected with the Company's service.

6. G DANGEROUS CONDITIONS. The Company makes no guarantee or warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

II. TERMS AND CONDITIONS (CONT'D.)

6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY (CONT'D.)

6. H PREMISES LIABILITY. The Company is not liable for any defacement of, or damage to, the premises of a Customer or Authorized User resulting from the furnishing of service, or the attachment to service by the Company of instruments, apparatus and associated wiring on such Customer Premises, or from the installation or removal thereof, when such defacement or damage is not the result of Company negligence, including that of its agents or contractors. No agents or employees of other carriers shall be deemed to be agents or employees of Company.
6. I RISK-BASED PRICING. The rates and charges in this tariff (as well as its other terms and conditions) are based and dependent on the tariff's disclaimers and limitations of warranties and liability.

7. ADDITIONAL TERMS SPECIFIC TO LOCAL EXCHANGE SERVICES

In addition to the other Terms and Conditions in this Section II of this tariff, the following apply. If there is a conflict between the provisions below and the other Terms and Conditions, then the provisions below take precedence.

- 7.A. Liabilities: The following provisions specifically supplement the DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY section of the Terms and Conditions in Section II of this tariff.

.01 With respect to Emergency Number 911 Service:

- .011 This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- .012 Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

II. TERMS AND CONDITIONS (CONT'D.)

7. ADDITIONAL TERMS SPECIFIC TO LOCAL EXCHANGE SERVICES (CONT'D.)

7.A. Liabilities (Cont'd)

- .02 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs, and the Company will provide reasonable corrective actions, including intercept services, at no charge to customer for directory errors.
- .03 In conjunction with a nonpublished telephone number, as described in the Directory Listings description, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of such telephone number, but will not be liable should such number be divulged.
- .04 When a Customer with a nonpublished telephone number, as described in the Directory Listings description in this tariff, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority.
- .05 In conjunction with the Busy Line Verification and Interrupt Service as described in the Local Operator Assistance section of this tariff, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- .06 The Company shall not be liable for any act or omission concerning the implementation of Presubscription.

7. B Non-routine Installation: At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company may apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

II. TERMS AND CONDITIONS (CONT'D.)

7. ADDITIONAL TERMS SPECIFIC TO LOCAL EXCHANGE SERVICES (CONT'D.)

7.C IntraLATA Toll or InterLATA Exchange Prohibitions: Service furnished under this tariff may not be used, directly or indirectly, by a telecommunications carrier for the purpose of terminating interLATA and/or intraLATA toll services or to provide a service that constitutes exchange access and/or is subject to the application of access charges under applicable law. The Company reserves the right to: (1) request that Customer provide written certification that it is using service in compliance with this requirement; and/or (2) conduct a site survey of Customer premises or an audit of Customer books and records upon reasonable notice or take other reasonable measures to satisfy itself that Customer is using service in compliance with this tariff. In the event Customer is found to be using service in violation of this requirement, the Company may discontinue the provision of service without notice, any other provision of this tariff to the Contrary notwithstanding. Customer shall indemnify the Company for any losses, penalties or payments (including without limitation access charges and the Company's attorneys' fees) incurred due to Customer's misuse of the Company's services obtained under this tariff.

7.D Customer's Obligation to Cancel: The Customer is responsible for taking all steps necessary to cancel or otherwise discontinue any local service(s) from another carrier to be replaced by any Company facilities-based Local service(s) provided herein.

7.E 811 Dialing Service

.01 General: 811 Dialing Service (811) is a custom call-routing application utilizing a three-digit local dialing arrangement, terminating to a subscriber-provided number for access to advance excavation notice services. It provides the calling party an easy-to-remember three-digit dialing code with call delivery to established 811 subscribers. The 811 code was assigned for this purpose pursuant to the Sixth Report and Order, released March 14, 2005 by the Federal Communications Commission in CC Docket No. 92-105, which specifies that such calls be delivered to a number provided by the relevant 811 subscriber that is not a toll call for the party dialing the number (i.e., either a toll-free (8XX) or local number). Local Service covers calls originating on lines terminating Verizon Business in a switch (i.e., originating and terminating within the same MSA); it does not cover 1+, 0+, 0- operator-assisted, 101XXXX, or inmate calls.

II. TERMS AND CONDITIONS (CONT'D.)

7. ADDITIONAL TERMS SPECIFIC TO LOCAL EXCHANGE SERVICES (CONT'D.)

7.E 811 Dialing Service (Cont'd)

.02 Conditions: Calls placed using 811 are automatically routed to the 811 subscriber's terminating number, which the subscriber must provide in the form of either a toll-free number or a local number whose local calling area covers all of the locations to which the service is provided. The subscriber shall provide Company with this number in advance so that Company may properly translate its central office switches. If charges are required to re-route the call to the terminating number, they will be cared for by the use of a subscriber-provided toll-free number. Company is not responsible for redirecting or otherwise handling 911 and other calls misdialed or misrouted as 811 calls. The subscriber shall provide sufficient terminating number paths to its toll-free or local terminating number so as to not clog nor impair Company's network. Company offering of 811 to the subscriber also is conditioned on the subscriber's representation that it has been authorized by appropriate state authorities to receive and respond to 811 calls from the public within the areas served by Company, and that the subscriber has obtained all licenses, authorizations, and other prerequisites necessary to provide that service, and will at all times comply with all applicable laws and regulations. The Company reserves the right to discontinue the service, without notice, if interruption of 811 is necessary to prevent or protect against fraud or otherwise protect Company personnel, facilities or services. 811 is not available for resale.

.03 Limitations on Liability: The Company shall be indemnified and saved harmless by the subscriber against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company, apparatus and systems of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with the facilities provided by the Company. Neither the Company nor any concurring, connecting or other participating carrier shall be liable for any act or omission of another company or companies furnishing a portion of such service. The Company is not responsible to the subscriber, authorized user, joint user, sharer of service, patron of a reseller or any other person for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company occurring in the course of furnishing service or other facilities (Service Problems) or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company caused by terminal equipment. The Company is not responsible to the subscriber, authorized user, joint user, sharer of service, patron of a reseller or any other person for injuries or damages to persons or property arising from the existence of subscriber-provided power supply.

II. TERMS AND CONDITIONS (CONT'D.)

8. MISCELLANEOUS PROVISIONS

8. A Intentionally Omitted

8. B Confidential Information

Except as required by law or regulation, each party promises that during the Term and for three years after, it will use the other party's Confidential Information only for proper purposes, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of care it uses for its own Confidential Information (but no less than a reasonable degree of care). "Confidential Information" means information (in whatever form) designated as confidential by the disclosing party by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) or if not so marked or announced should reasonably have been understood as confidential to the disclosing party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself and that (i) relates to services provided under this tariff; (ii) relates to the disclosing party's customers, products, services, developments, trade secrets, know-how or personnel; and (iii) is received by the receiving party from the disclosing party during the Term. Confidential Information does not include information that: (a) is in the possession of the receiving party free of any obligation of confidentiality at the time of its disclosure; (b) is or becomes publicly known other than by a breach of this provision; (c) is received without restriction from a non-party free to disclose it; or (d) is developed independently by the receiving party without reference to the Confidential Information. In addition, information, whether or not Confidential Information, may be disclosed by a receiving party as may be required by applicable law, rule, regulation, or lawful process provided that the receiving party, to the extent permitted by applicable law, rule, regulation, or lawful process, first notifies the disclosing party in order to permit the disclosing party to seek reasonable protective arrangements.

II. TERMS AND CONDITIONS (CONT'D.)

8. MISCELLANEOUS PROVISIONS (CONT'D.)

8. C CPNI Consent

Company acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications services Customer purchases from Company, as well as related local and toll billing information, made available to Company solely by virtue of Customer's relationship with Company. With Customer consent, Company may share Customer CPNI and other Confidential Information among its affiliates (collectively, "Verizon"), including Verizon Wireless, and with agents and partners, so that all may use this information to offer Customer the full range of products and services offered by Verizon and its affiliates, including local, long distance, wireless, and Internet services (see www.verizon.com for a description of Verizon companies and services). Customer consents to Verizon using and disclosing Customer CPNI and Confidential Information as described above. Customer may refuse CPNI consent by notifying Verizon in writing at cpni-notices@verizonwireless.com and cpni-notices@verizonbusiness.com of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon, and in either case, will not affect Verizon's provision of service to Customer.

8. D Protection of Customer CPNI

- .01 Verizon will protect the confidentiality of Customer CPNI in accordance applicable laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or this tariff.
- .02 Provided that Customer is served by at least one dedicated Verizon representative under the Service Agreements (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following:
- .03 Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to the Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's on-line customer portal or other on-line communication mechanism.
- .04 Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer

II. TERMS AND CONDITIONS (CONT'D.)

8. MISCELLANEOUS PROVISIONS (CONT'D.)

8. D Protection of Customer CPNI (Cont'd.)

Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

- .05 Customer's notices of authorization or deauthorization must be sent to your service or account manager, and must contain the following information:
- the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
 - that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI
 - the full corporate name of the Customer whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access as applicable)
- .06 During the Service Agreements, Customer will at all times have designated representatives ("CPNI Authorizers") with the power to authorize Customer representatives to access CPNI under this tariff. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)' name, title, postal address, email address, and telephone number.
- .07 Customer agrees that it will, consistent with all legal requirements, authenticate as authorized to access CPNI any person it provides with the means to obtain such access. Customer also will upon reasonable request provide to Verizon the identity and contact information for personnel authorized by Customer to access Service and CPNI, as well as any personal with the authority to authorize other personnel to access Service or CPNI. Customer agrees to cooperate with Verizon's reasonable authentication and security procedures for access to CPNI, including, without limitation, password resets and re-authentication of personnel.

II. TERMS AND CONDITIONS (CONT'D.)

8. MISCELLANEOUS PROVISIONS (CONT'D.)

8. E Customer Data Privacy

Customer acknowledges that the Company, its affiliates and agents will, by virtue of the provision of service, come into possession of information and data regarding Customer, its employees and Authorized Users. This information and data ("Customer Data") shall include, but not be limited to, data transmissions (including the originating and destination numbers and IP addresses, date, time and duration of voice or data transmissions, and other data necessary for the establishment, billing or maintenance of the transmission), data containing personal and/or private information of Customer, its employees or Authorized Users, and other data provided to or obtained by the Company, its affiliates and agents in connection with the provision of service. Customer acknowledges and agrees that the Company, and its affiliates and agents, may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information): (1) in connection with provisioning of service; (2) to incorporate the Customer Data into databases controlled by the Company and its affiliates for the purpose of providing service, administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and customer analysis and reporting, market and customer use analysis, and (3) to communicate to Customer regarding products and services of the Company and its affiliates by voice, letter, fax or email. Customer may withdraw consent for such communications (or any use, transfer or processing of Customer Data except for that required to provision, administer, bill or account for the service) by sending written notice to the Company. Customer's consent is effective until withdrawn. Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer Data as described in this Section.

II. TERMS AND CONDITIONS (CONT'D.)

8. MISCELLANEOUS PROVISIONS (CONT'D.)

8. F Assignment

Customer and Company may assign a Signed Contract or any of its rights under it to an affiliate or successor upon notice to the other party. A Customer affiliate or successor must meet Company's creditworthiness standards for the assignment to become effective. All other assignments (or other transfers of rights or obligations) without prior written consent are void.

8. G Supplemental Customer Obligations Pertaining to Customer-obtained Facilities; Security; Site Access; and Customer Information

In addition to the obligations of Customer contained elsewhere in this tariff, Customer also will be responsible for satisfying the following requirements in connection with the receipt of service:

.01 Customer-Obtained Facilities. Customer is responsible for obtaining, installing, and maintaining all equipment, software, wiring, power sources, telephone connections and/or communications services necessary for interconnecting with the Company's service ("Facilities"). Customer is responsible for ensuring that such Facilities are and remain compatible with service. The Company is not responsible for the availability, capacity and/or condition of any Facilities provided by third parties. Customer hereby grants to the Company all licenses, waivers, consents, or registrations necessary to deliver, install, and maintain Company-provided equipment on Customer or Authorized User premises.

.02 Company-Provided Equipment. Customer agrees to operate Company-provided equipment in accordance with instructions of Company or Company's agent. Failure to do so will void any Company responsibility for interruption of service and may make Customer responsible for damage to equipment. Customer agrees to return to Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. That equipment must be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse Company, upon demand, for any costs incurred by Company due to Customer's failure to comply with this provision.

.03 Security. Customer, at its expense, will take all reasonable steps necessary to preserve and protect Company-provided equipment, software, data and systems located on Customer's premises or, otherwise, in Customer's control and used in connection with Company service, whether owned by Customer, the Company, or a Company affiliate or subcontractor.

Customer acknowledges and agrees that the Company will not be liable, either in contract or in tort, for any loss resulting from any unauthorized access to, alteration of, or use of Facilities used in connection with service. Customer agrees to safeguard account passwords and other information used to provide access to Company products and services. Customer shall require its end users to rotate passwords periodically, but no less often than every ninety (90) days. Customer shall cooperate fully with Company to promptly mitigate any unauthorized use or disclosure of Customer passwords or other authentication information.

II. TERMS AND CONDITIONS (CONT'D.)

8. MISCELLANEOUS PROVISIONS (CONT'D.)

8. G Supplemental Customer Obligations Pertaining to Customer-obtained Facilities; Security; Site Access; and Customer Information (Cont'd).

- .04 Customer Site Access. Customer agrees to allow the Company and its affiliates or subcontractors and their respective employees and agents access to Customer or Authorized User premises at which service is being or will be provided (including access to associated equipment), without limitation for inspecting, installing, testing, repairing or removing service, on an unrestricted basis, 24 hours a day and 7 days a week.
- .05 Customer Information. The Customer must furnish the Company with all information needed by the Company to install, maintain, change or remove service including, without limitation, circuit installation and disconnection authorization information.

8. H Software and Documentation

Where software is provided by Company under license from a third party, Customer's rights to use the software are subject to that license and Customer may be required to execute a separate software license agreement in a form satisfactory to the underlying third-party licensor. Software and related documentation provided by the Company to Customer in connection with service and not otherwise subject to either a separate Signed Contract or to an accompanying shrink wrap license (collectively the "Software") is subject to the following:

- .01 In consideration for payment of any applicable fees, Customer is granted a personal, non-exclusive, non-transferable license to use the Software, in object code form only, solely in connection with service for Customer's internal business purposes on Customer-owned or Customer-leased equipment (the "License"). Customer may not use the Software (i) in connection with the products and/or services of any third party, or (ii) to provide services for the benefit of any third party, including without limitation as a service bureau.
- .02 Customer may make one copy of the Software, other than the documentation, for archival or back-up purposes only, provided that any copyright and other proprietary rights notices are reproduced on such copy. Customer may not make any copies of documentation provided as part of the Software.
- .03 Customer may not: (i) attempt to reverse engineer, decompile, disassemble or otherwise translate or modify the Software in any manner; or (ii) sell, assign, license, sublicense or otherwise transfer, transmit or convey Software, or any copies or modifications thereof, or any interest therein, to any third party.
- .04 All rights in the Software, including without limitation any patents, copyrights and any other intellectual property rights therein, shall remain the exclusive property of the Company and/or its licensors. Customer agrees that the Software is the proprietary and confidential information of the Company and/or its licensors subject to the provisions of any contract between the parties pertaining to "Confidential Information."

II. TERMS AND CONDITIONS (CONT'D.)

8. MISCELLANEOUS PROVISIONS (CONT'D.)

8. H Software and Documentation (Cont'd).

- .05 Except to the extent otherwise expressly agreed by the parties in writing, the Company has no obligation to provide maintenance or other support of any kind for the Software, including without limitation any error corrections, updates, enhancements or other modifications.
- .06 The License will immediately terminate upon the earlier of: (i) termination or expiration of any contract between the Company and the Customer pertaining to the Software; (ii) termination of the service with which the Software is intended for use; or (iii) failure of Customer to comply with any provisions of this Subsection. Upon termination of any License, at the Company's option, Customer will promptly either: (i) destroy all copies of the Software in its possession; or (ii) return all such copies to the Company, and in either event provide a written officer's certification confirming the same.

8. I Company Marks

A Customer may not: (a) use any service mark or trade mark of the Company or any of its affiliates, or of which the Company or any of its affiliates is a licensee, or (b) refer to the Company or any of its affiliates in connection with any product, equipment, offering, promotion (including without limitation in any press release, advertising or other publication) of the Customer or of a third party on behalf, or with the authorization, of the Customer, without the written approval of the Company affiliate. Customer agrees that: (a) any permitted use of a Company mark by it is for the exclusive benefit of the Company or the affiliate; (b) all good will resulting from use of the mark vests solely in the Company or the affiliate; and, (c) it will neither have nor make any claim in or to such mark.

8. J Other Provisions

- .01 Intentionally left blank.
- .02 No Waiver: Neither the Company's nor the Customer's failure, at any time, to enforce any right or remedy available in this tariff will be interpreted as a waiver of such party's right to enforce each and every provision of the tariff in the future.
- .03 Severability: All provisions of this tariff are severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be interpreted in such a manner as to carry out the full intention of the parties.

II. TERMS AND CONDITIONS (CONT'D.)

8. MISCELLANEOUS PROVISIONS (CONT'D.)

8. J Other Provisions (Cont'd).

- .04 Dispute Resolution: Any controversy, claim, or dispute ("Disputed Claim") arising out of or relating to a service agreement between Company and Customer, except for claims relating to indemnity, infringement, or confidentiality obligations or matters relating to injunctions or other equitable relief (together "Equitable Claims"), are first subject to a thirty (30) day negotiation period between the Company and Customer in which each shall disclose to the other all such documents, facts, statements and any other information which are reasonably requested and are relevant to the dispute in question. Even if applicable law permits class actions or class arbitrations, the dispute resolution procedure specified here applies and Company and customer waive any rights to pursue any claim arising under the service agreement on a class basis. No Disputed Claim (including an Equitable Claim) may be brought more than 2 years after the time the claim first could have been brought.
- .05 Compliance with Laws: Customer and Company shall comply with all applicable federal, state, and local laws, ordinances, regulations and codes in its performance under a service agreement, including without limitation the export, import, customs, and foreign corrupt practices laws of the United States or any country in which Customer receives equipment, software or services.
- .06 Service Order. Customers may be required to enter into written Service Orders which contain or reference the name of Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the applicable terms and conditions.
- .07 Purchase Order: A Customer purchase order or similar document is evidence only of Customer's intention to purchase equipment, software and/or services. Except for a provision evidencing an intent to be bound by the terms and conditions of an agreement between Customer and Company, the terms and conditions of a Customer purchase order or similar document will be disregarded and have no force or effect; instead, the terms and conditions of the relevant agreement between Customer and Company will govern.

II. TERMS AND CONDITIONS (CONT'D.)

8. MISCELLANEOUS PROVISIONS (CONT'D.)

8. J Other Provisions (Cont'd).

- .08 Independent Contractor Relationship; No Agency: The personnel of Customer and of Company are not agents or employees of the other and Customer and Company are each an independent contractor for all purposes and at all times in connection with a service agreement. Neither Customer nor Company has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other or bind the other in any respect whatsoever. Customer and Company each shall indemnify, hold harmless and defend the other against any liabilities, claims, losses and damages (including costs, expenses and reasonable attorneys' fees) arising out of its failure to comply with this provision and any laws, rules or regulations applicable to this provision.
- .09 No Third-Party Beneficiaries. Except to the extent explicitly provided, any Company Signed Contract is solely for the benefit of Company and Customer and creates no rights in any third-parties not a party to that contract.
- .10 Interpretation: No service agreement may be construed or interpreted for or against either Customer or Company because that party drafted or caused that party's legal representative to draft any of its provisions.
- .11 Headings: The Section headings used in this tariff or a service agreement are for reference and convenience only and may not be considered in their interpretation.
- .12 Signatures: Any requirement for a signature in a Company Customer Agreement (or an amendment to it) may be satisfied by a facsimile transmission of an original signature.

III. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS.

Rates, terms or conditions for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates, terms or conditions quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. The Company may also enter into ICB arrangements in response to a Customer request for special arrangements which may include engineering, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special services not otherwise offered under this tariff. Company, at its option, may provide the requested services. Appropriate recurring and/or non-recurring charges will be developed accordingly.

IV. LOCAL EXCHANGE SERVICES

SERVICE DESCRIPTION: The Company's Local service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance for the local calling area;
- place or receive calls to 800 telephone numbers;
- access Telephone Relay Service.

Unless the Customer requests and the Company approves, the Company's service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch. Even if the Company approves a Customer request to allow the Company's service to be used to originate calls to caller-paid information services, the Company reserves the right to reverse its decision without further notice to the Customer.

1. Service Areas:

1.1. Plan 1: This is Company provided facility based service, where facilities are available.

1.2. Plan 2: For service provisioned via UNE-Platform, or its replacement or resale (UNE-P or UNEP), the service and calling areas, to the extent offered, will mirror the existing ILEC Exchange Services Tariff. UNE-P is a service delivery method where Company obtains local exchange facilities via unbundled network elements through the ILEC. The areas where this is offered correspond to the ILEC rate centers.

2. Local Calling Areas:

2.1. Plan 1: For Plan 1 Local Calling Areas, the Local Calling Area corresponds to that of the ILEC.

2.2. Plan 2: For service provisioned via UNE-P, the service and calling areas will mirror the existing ILEC Exchange Services Tariff.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

3. Service Offerings

3.1. Local Line Service

Local Line Service (Local Line) is a service which provides a Customer with an individual access line and the ability to connect to the Company's switching network to complete calling within a local calling area for the transmission of two way interactive switched voice or data communication. Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number. A Local Line Customer will be charged applicable non-recurring charges, monthly recurring charges, usage charges, and optional feature charges as specified in the Local Rates and Charges section of this tariff. The following services and/or options may apply:

3.1.1 Rate Options:

- A. Flat Rate Option: Customers electing this option may make unlimited local calls.
- B. Measured Rate Option: This option is only available to Verizon Business Services (VBS) I, or VBS II circuits installed prior to July 1, 2007.

3.1.2 Standard Features: For VBS I, each Local Line Customer is provided with the below standard features, plus Call Transfer or 3-way Conferencing. For VBS II and VBS III, each Local Line Customer is provided with the following standard features:

- Call Forward Variable
- Call Waiting/Cancel Call Waiting
- Caller ID Blocking - Complete (Outgoing)
- Caller ID Blocking - Selective (Outgoing)
- Caller ID With Name (Inbound)
- Caller Name (CNAM) Display
- Calling Party Number (CPN) Delivery - Outbound
- Classes of Service (COS)
- Hunting
- Signaling
- Speed Dialing - 8 Codes
- Touchtone

3.1.3 Optional Features: A local Customer may order the following optional features.

- Remote Access to Call Forwarding (RACF) - Availability is limited to Business Lines via UNEP, and is also only available to those Customers who subscribe to VBS II or VBS III. Not available in all UNEP locations.
- Hosted Voice Messaging Service
- Feature Package One which consists of the following:
 - * Call Transfer or 3-way Conferencing (except this is a standard feature for Customers subscribing to VBS I)
 - * Call Forward Busy
 - * Call Forward No Answer
 - * Speed Dialing - 30 Additional Codes

IV. LOCAL EXCHANGE SERVICES (CONT'D)

3. Service Offerings (Cont'd)

3.2 Local Trunk¹

As set forth below, there are three different versions of Local Trunk Service: Local Trunk Basic, Local Trunk – Direct Inward Dialing, and Local Trunk 2 Way Direct. Applicable non-recurring charges, monthly recurring charges and usage charges are as specified in the Local Rates and Charges section of this tariff. There is a 12 Trunk per location minimum requirement for each of the following services.

3.2.1 Local Trunk Basic:¹ Local Trunk(s) provide Customers with voice-grade communications channel(s) over a channelized T-1 to the Customer's Private Branch Exchange (PBX) or Hybrid Key System. Local Trunks can be provisioned as either analog or digital and can be used to carry one-way outbound traffic, one-way inbound or two-way traffic.

A. One-Way Outbound: Provides the Customer with a single analog or digital connection which is restricted to carry outbound traffic only.

B. One-Way Inbound or Two-Way: Provides the Customer with a single analog or digital connection which can carry one-way or two-way traffic.

C. Standard features:

- Hunting (Circular, Sequential, and Uniform Call Distribution)
- Touchtone
- Caller ID Blocking - Selective (Outgoing)

D. Optional Features:

- Caller ID Blocking - Complete (Outgoing)
- Remote Call Forwarding
- Overflow Routing

3.2.2 Local Trunk - Direct Inward Dialing (DID): Provides the Customer with a digital connection which can carry one-way inbound traffic over a channelized T-1.

A. Direct Inward Dialing Numbers: Telephone numbers can be obtained in block of 20 or 100 numbers.

B. Standard Features:

- Touchtone
- Hunting (Circular, Sequential and Uniform Call Distribution)

C. Optional Features:

- Remote Call Forwarding / Overflow Routing

¹ Effective June 1, 2011, installation of new circuits for Local Basic One Way Outbound, One Way Inbound or Two Way analog trunks is no longer available to new or existing customers. Existing customers can no longer add circuits, make changes to or move existing service.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

3. Service Offerings (Cont'd)

3.2 Local Trunk (Cont'd)

3.2.3 Local Trunk - 2 Way Direct: Provides the customer with a two-way direct dial digital connection over a channelized T-1 which can carry both inbound and outbound traffic and the ability to route a block of numbers to trunk group, receive outpulsed digits on calls incoming through that trunk group and make outgoing calls using the same trunks.

A. 2-Way Direct Dialing Numbers: Telephone Numbers can be obtained in blocks of 20 numbers.

B. Standard Features

- Hunting (Circular, Sequential and Uniform Call Distribution)
- Call Number Delivery Blocking (Selective)
- Touchtone

C. Optional Features

- Calling Number Delivery Blocking (Complete)
- Remote Call Forwarding
- Overflow routing

3.3 Local ISDN Primary Rate Interface (Local ISDN-PRI)

Local ISDN-PRI is an alternative arrangement for individual local exchange services such as Local Trunk - Basic and Local Trunk - DID. Local ISDN-PRI is provisioned at the 1.544 Mbps rate via the Primary Rate Interface standard of the Integrated Services Digital Network (ISDN). Local ISDN-PRI provides the Customer with the capabilities of simultaneous access, transmission and switching of voice, data and imaging services via channelized transport. Non-recurring charges, monthly recurring charges, usage charges, and optional feature charges including DID blocks are as specified the Local Rates and Charges section of this tariff and apply per T-1 unless otherwise noted. The Local ISDN PRI T-1 non-recurring and monthly recurring T-1 charges include Service Configuration and B Channel service charges.

3.3.1 Rate Options.

A. Flat Rate Option: Customers electing this option may make unlimited local calls.

B. Measured Rate Option: This option is only available to Verizon Business Services (VBS) I, or VBS II circuits installed prior to July 1, 2007.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

3. Service Offerings (Cont'd)

3.3 Local ISDN Primary Rate Interface (Local Trunk ISDN-PRI) (Cont'd)

3.3.2 Local ISDN-PRI Service Arrangement - One or more Service Configurations can be combined to create a Local ISDN-PRI Service Arrangement. Customers may have multiple Local ISDN-PRI Service Arrangements per location, however for each Service Arrangement one Service Configuration 1 must be included. The controlling D channel will always reside on Service Configuration 1. The D channel is a 64 Kbps channel that carries signaling and control for the B channels. The capabilities of the D channel are contained within the customer's Service Configuration.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

3. Service Offerings (Cont'd)

3.3 Local ISDN-PRI (Cont'd)

3.3.2 Local ISDN-PRI Service Arrangement (Cont'd)

- A. Service Configuration 1 - The first Service Configuration for any Local ISDN-PRI Service Arrangement must be a Service Configuration 1. Service Configuration 1 provides twenty-three (23) 64 Kbps B channels and one (1) primary 64 Kbps D signaling channel. The primary D channel is an-out-of band signaling channel used to control and route all of the B channel traffic within the Local ISDN-PRI Service Arrangement.
- B. Service Configuration 2 - This configuration is only available in conjunction with Service Configuration 1. It provides an additional twenty-four (24) 64 Kbps B channels which are controlled by the D channel on Service Configuration 1. Multiple Service Configuration 2s may be associated with a Service Configuration 1 subject to switching equipment limitations. The bearer (or B) channels are used for information transfer between users. B channels provide the same features as Local Trunk Basic and Local Trunk DID. To receive the DID capability, customers must order separately DID telephone numbers, as found in the Local Trunk section of this tariff.
- C. Service Configuration 3 - This configuration is also only available to subscribers who have a Service Configuration 1. It provides a backup 64 Kbps D channel and twenty-three (23) additional 64 Kbps B channels. The backup D channel will control and route all of the B channel traffic of a single PRI Service Arrangement in the event the D channel on the primary configuration (Service Configuration 1) fails. A maximum of one Service Configuration 3 may be included with each Local ISDN-PRI Service Arrangement. Service Configuration 3 is available subject to switching equipment capabilities. The bearer (or B) channels are used for information transfer between users. B channels provide the same features as Local Trunk Basic and Local Trunk DID. To receive the DID capability, customers must order separate DID telephone numbers, as found in the Local Trunk section of this tariff.

- 3.3.3 Optional Features: In addition to providing Local Exchange Services specified above, Local ISDN-PRI can be configured to support the following optional advanced ISDN feature:

Caller ID With Name (Inbound)

IV. LOCAL EXCHANGE SERVICES (CONT'D)

3. Service Offerings (Cont'd)

3.4 Verizon Business Services Flexible T1 Plus^{1/2}

Verizon Business Services Flexible T1 Plus Service ("Flexible T1 Service") is a flexible, integrated T1 service that offers a single access method for many Company voice, data, and Internet services, including Local Service, Interstate Long Distance Voice Services and Intrastate Long Distance Voice Services Outbound Service, Private IP Service, Metro Private Line Access Service, and Integrated Internet Access Service.

- Metro Private Line can only be provisioned in a "Lit" building ("lit" on origination and termination). A "Lit" building is directly connected to Company's fiber optic network. "Non-Lit" buildings are not directly connected to Company's fiber optic network.
- Integrated Internet Access is access to the Internet available only with Flexible T1 Service.

Flexible T1 Service is based on a channelized T1 that must be configured with a minimum of 12 circuits (and a maximum of 24) of which six must be Local Trunks or Local Lines (but not both), one circuit must be one of the above-mentioned data or Internet services, and the remaining circuits can be Local Trunks or Local Lines of voice (but must match to Customer's choice of trunks or lines on the first six circuits), or one of the above data or Internet services, or a combination of both. Flexible T1 Service is only available under Verizon Business Services (VBS) II or VBS III.

3.4.1 Eligibility: Customer must subscribe to or renew service under a Verizon Business Services Agreement with a minimum 1 year commitment as described in the Service Publication and Price Guide. Verizon Business Services Flexible T1 Plus cannot be used in conjunction with the Verizon Business Services Local and Long Distance Plan.

3.4.2 Rates and Rate Application: Applicable non-recurring charges, monthly recurring charges and usage charges are as specified in the Local Rates and Charges section of this tariff. The Offer is available on a per-circuit basis. Applicable non-recurring charges apply to services under the Verizon Business Services Flexible T1 Plus as specified in Local Line, Local Trunk.

3.4.3 Discounts: Customers are eligible to receive Verizon Business Services (VBS) local discounts on the Flexible T1 Plus monthly recurring charge for: Integrated Internet Access (unregulated), Local Lines, Local Trunks, Private IP service access (unregulated), and Metro Private Line (unregulated, and available in Lit Buildings Only).

¹ Effective October 1, 2010, this service will no longer be available to new customers or permit existing customers to move their service or add new Flex/Flexible T1 Service to new locations.

² Effective September 1, 2011, no changes of any kind may be made to existing Flex/Flexible T1 service. (Note that the service is already not available for new orders and moves.)

IV. LOCAL EXCHANGE SERVICES (CONT'D)

3. Service Offerings (Cont'd)

3.5 Virtual Foreign Exchange (VFX) Service

VFX Service enables a Customer to receive Company-provided Local Exchange Access Service at a point(s) outside the Local Exchange Service Area that normally serves the customer's location. VFX service can be used to receive one-way inbound digital traffic only. VFX service must purchase an entire T-1 and meet the following conditions: 1) 100 percent of the traffic carried must be inbound local; and 2) the average off-hook time per call is more than ten minutes. VFX Service is not available in Maine.

3.5.1 VFX Service Rates and Charges: The Local Exchange Calling Area and all Usage Services rates which apply to VFX Exchange Access Service are the same as those which regularly apply to other Company-provided Local Exchange Access Services bearing the same NPA-NXX designation. An VFX service Customer will be charged applicable non-recurring charges and monthly recurring charges as specified in the Local Rates and Charges section of this tariff. Customers subscribing to DID capability will be assessed DID number charges as specified in the Local Rates and Charges.

3.5.2 Customers are prohibited from using VFX service to place outbound calls including, but not limited to "911" emergency numbers. This restriction is required in order to assure that emergency calls are routed to the Public Safety Answering Point serving the geographical area associated with the Customer's telephone number. The Company strongly recommends that each Customer maintain at least one telephone exchange service access line bearing an NPA-NXX designation associated with the Customer's actual geographic location for emergency use.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

3. Service Offerings (Cont'd)

3.6 Local and Long Distance Voice Packages

3.6.1 Local and Long Distance Voice Packages - prior to July 1, 2007: These Local and Long Distance Voice Packages are only available under Verizon Business Services (VBS) I and VBS II (for services installed prior to July 1, 2007) pricing programs, where Customer has also subscribed to the corresponding long distance services.

A. Local and LD Voice Package for Local Lines

If Customer selects the Local and Long Distance (LD) Voice Package for Local Lines, Customer will pay the monthly recurring charge specified in the Local Rates and Charges section of this tariff. The monthly recurring charge includes the Local Line and all intrastate and interstate outbound Long Distance calls originating from a Local Line associated with the Local and LD Voice Package for Lines.

- (i) International long distance, Inbound (toll free), and calling card minutes are NOT included.
- (ii) Customer may not utilize auto-dialers or any similar type of device in connection with the Local and LD Voice Package.
- (iii) Customer may not utilize the Local and LD Voice Package in any call center environment or in connection with any such similar environment.

ANY VIOLATION OF THE FOREGOING RESTRICTIONS WILL RESULT IN THE IMMEDIATE TERMINATION OF THE LOCAL AND LD VOICE PACKAGE BY COMPANY AND THE RESUMPTION OF STANDARD RATES FOR AFFECTED SERVICES.

B. Local and LD Voice Package for Local Trunks or Local PRI

If Customer selects the Local and LD Voice Package for Local Trunks or Local PRI, Customer will pay the monthly recurring charge as specified in the Local Rates and Charges section of this tariff. The monthly recurring charge includes the Local Trunk(s) or Local PRI and up to 1,250 minutes per month per Trunk or up to 30,000 minutes per month per PRI for intrastate and interstate outbound Long Distance calls originating from a Local Trunk or Local PRI purchased from Company.

Overage Rate: Customer will pay a per-minute charge as specified in the Local Rates and Charges section of this tariff, for each minute in excess of 30,000 in a month.

- (i) International long distance, Inbound (toll free), and calling card minutes are NOT included.
- (ii) Customer may not utilize auto-dialers or any similar type of device in connection with the Local and LD Voice Package.
- (iii) Customer may not utilize the Local and LD Voice Package in any call center environment or in connection with any such similar environment.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

3. Service Offerings (Cont'd)

3.6 Local and Long Distance Voice Packages (Cont'd)

3.6.1 Local and Long Distance Voice Packages - prior to July 1, 2007 (Cont'd)

ANY VIOLATION OF THE FOREGOING RESTRICTIONS WILL RESULT IN THE IMMEDIATE TERMINATION OF THE LOCAL AND LD VOICE PACKAGE BY COMPANY AND THE RESUMPTION OF STANDARD RATES FOR AFFECTED SERVICES

3.6.2 Local and Long Distance Voice Packages - on or after July 1, 2007: These Local and Long Distance Voice Packages are only available under the Verizon Business Services II (for services installed on or after July 1, 2007) and Verizon Business Services III pricing programs, where Customer has also subscribed to the corresponding long distance services.

A. Local and LD Voice Package for Local Lines or Local Trunks

If Customer selects the Local and Long Distance ("LD") Voice Package for Local Lines or Local Trunks, Customer will pay the monthly recurring charge specified in the Local Rates and Charges section of this tariff. The monthly recurring charge includes the Local Line or Local Trunk and up to 800 minutes per month of intrastate and interstate outbound Long Distance calls originating from a Local Line or Local Trunk associated with the Local and LD Voice Package.

Overage Rate: Customer will pay a per-minute charge as specified in the Local Rates and Charges section of this tariff, for each minute in excess of 800 in a month.

Customer understands that the Local and LD Voice Package for Local Lines or Local Trunks is restricted in the following manner:

- (i) International LD, Inbound (toll free), and calling card minutes are NOT included.
- (ii) Customer must have a valid Verizon Local Voice Service contract and must not have any other Verizon Outbound Domestic LD Voice service on the business line or trunk associated with the Local and LD Voice Package.
- (iii) Discounting of the MRC beyond the Term rates specified is not permitted.
- (iii) The Overage Rate may be discounted only in accordance with the current Verizon Business Services II or Verizon Business Services III Long Distance Voice Term and Volume Discount Schedule.

ANY VIOLATION OF THE FOREGOING RESTRICTIONS WILL RESULT IN THE IMMEDIATE TERMINATION BY COMPANY OF THE LOCAL AND LD VOICE PACKAGE AND THE RESUMPTION OF STANDARD RATES FOR AFFECTED SERVICES.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

3. Service Offerings (Cont'd)

3.6 Local and Long Distance Voice Packages (Cont'd)

3.6.2 Local and Long Distance Voice Packages – on or after July 1, 2007 (Cont'd)

B. Local and LD Voice Package for Local PRI

If Customer selects the Local and LD Voice Package for Local PRI, Customer will pay the monthly recurring charge as specified in the Local Rates and Charges section of this tariff. The monthly recurring charge includes the Local PRI and up to 20,000 minutes per month intrastate and interstate outbound Long Distance calls originating from Local PRI purchased from Company.

Overage Rate: Customer will pay a per-minute charge as specified in the Local Rates and Charges section of this tariff, for each minute in excess of 20,000 in a month.

- (i) International long distance, Inbound (toll free), and calling card minutes are NOT included.
- (ii) Customer may not utilize auto-dialers or any similar type of device in connection with the Local and LD Voice Package.
- (iii) Customer may not utilize the Local and LD Voice Package in any call center environment or in connection with any such similar environment.

ANY VIOLATION OF THE FOREGOING RESTRICTIONS WILL RESULT IN THE IMMEDIATE TERMINATION OF THE LOCAL AND LD VOICE PACKAGE BY COMPANY AND THE RESUMPTION OF STANDARD RATES FOR AFFECTED SERVICES

C. Terms and Conditions for Local and Long Distance Voice Packages

In addition to the other terms and conditions applicable to local services, and those which also apply to long distance services, the following terms and conditions also apply to the Local and Long Distance Voice Packages:

C.1 Termination of Service: The following provisions will apply to customers who terminate service, continue to maintain a Company account, and do not subscribe to other intrastate Local service offerings under this tariff:

C.1.1 For existing customers who disconnect Companion Local Service only under this tariff, Companion Interstate Service offered under the Guide and Companion Intrastate Service offered either in the Guide or in the applicable state tariff of MCI Communications Services, Inc. d/b/a Verizon Business Services will terminate and the customer will be automatically re-subscribed to the service offering under the Guide or applicable state tariff to which the customer subscribed at the time of subscription to this plan.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

3. Service Offerings (Cont'd)

3.6 Local and Long Distance Voice Packages (Cont'd)

3.6.2 Local and Long Distance Voice Packages – on or after July 1, 2007 (Cont'd)

C.1.2 For existing customers who disconnect Companion Local Service under the Guide and Companion Intrastate Service offered either in the Guide or in the applicable state tariff of MCI Communications Services, Inc. d/b/a Verizon Business Services, Companion Interstate Service under the Guide and Companion Intrastate Service will terminate and the customer will then be automatically re-subscribed to the service offering under the Guide or applicable state tariff to which the customer subscribed at the time of subscription to this plan.

C.1.3 For new customers who disconnect Companion Local Service under the Guide, Companion Interstate Service under the Guide and Companion Intrastate Service offered either in the Guide or in the applicable state tariff of MCI Communications Services, Inc. d/b/a Verizon Business Services will terminate and the customer will be automatically subscribed to Verizon Business Services III Voice Services Option 1 under the Guide and Verizon Business Services III Voice Service under either the Guide or in the applicable state tariff of MCI Communications Services, Inc. d/b/a Verizon Business Services.

C.1.4 For new customers who disconnect Companion Local Service under this tariff and Companion Intrastate Service offered either in the Guide or in the applicable state tariff of MCI Communications Services, Inc. d/b/a Verizon Business Services, Companion Interstate Service under the Guide and Companion Intrastate Service under either the Guide or in the applicable state tariff will terminate and the customer will be automatically subscribed to Verizon Business Services III Voice Services Option 1 under The Guide.

C.2 Other Conditions:

C.2.1 Services under this plan are not eligible to receive the benefits of any discounts other than those stated above or promotions including any term plan discounts.

C.2.2 Customers who subscribe to service via a company-designated Internet site will receive Electronic Billing invoicing only.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

3. Service Offerings (Cont'd)

3.7 Remote Call Forwarding

Remote Call Forwarding (RCF): RCF allows all calls dialed to a telephone number equipped for RCF service to be automatically forwarded to another dialable telephone number. This service enables a customer to list a local directory number that is forwarded to a different city or exchange. Each RCF service allows for the forwarding of one call at a given time. The RCF customer is responsible for any applicable usage rates/charges between the RCF number and the terminating number.

1. RCF service is not offered when the answering location for a forwarded call is a coin/coinless, Semi-public/public telephone service.
2. The Company cannot guarantee the grade of transmission on remotely forwarded calls. Normal grade end-to-end transmission is not guaranteed because transmission characteristics may vary depending on distance and routing required to complete the forwarded portion of the call.
3. RCF service will only be provided when, in the judgment of the Company, the customer subscribes to sufficient RCF facilities at the terminating (answering) location to adequately handle calls without impairing, disrupting or deteriorating any services offered by the Company. In the event that the use of RCF service causes impairment, disruption or deterioration, the Company shall have the right to discontinue the RCF service.

RCF service is required for each directory number being forwarded. A customer can request additional RCF service (call paths) provided the customer has a receiving group of lines equal to the number of RCF services requested, (i.e., directory number is forwarded to a remote group of 5 lines – the customer can have up to 5 RCF services).

IV. LOCAL EXCHANGE SERVICES (CONT'D)

4. Service Plans:

4.1 Verizon Business Services (VBS) I, VBS II, and VBS III Installation Waiver

4.1.1 Eligibility: Customers who convert existing Local service from another local exchange carrier to Company Local services; and, to existing customers adding Company Local services. An automatic waiver of all associated Local installation fees will occur for only those circuits added under this offering. Customers who receive service under a Special Contract Arrangement (SCA) or Individual Case Basis (ICB) arrangements are eligible to receive the benefits of this offering.

4.1.2 Customer must commit, at the time of converting to Company Local service, to at least a one year term commitment. Customers will have the installation charges listed below waived for new circuits implemented under this offering.

- Account Setup
- Account Charges (including Moves, Changes, Additions and Billing Record Changes)
- Line Connection Charges (Local Line, Local Trunk-Basic, Local Trunk DID, Local Trunk-2 Way Direct)
- Direct Inward Dialing (DID)/2 Way Direct Installation for Blocks of DID/2 Way Direct Numbers
- Non-Recurring Charges for Local ISDN-PRI T-1 Installation and Optional Features
- Selective Call Screening Non-Recurring Charge
- Non-Recurring Charges for Optional Features
- Additional Telephone Number Listing (Set-up charge)
- Alternative Call Listing (Set-up charge)
- Restoral Charges (Customer and Company charges on the rate calculator)
- Toll Restrictions (Set-up charges)
- Call Assistance Install (Set up charge)
- Voice Mail*

4.2 VBS III Local Availability Enhancement

4.2.1 Eligibility: Applies only to long distance On-Net term plan Customers who do not currently have Company as their Local Service Provider. In addition, this only applies to new circuits of VBS III. Customers will receive Verizon Business Services discounts under the term plan in lieu of any other term-based discount.

4.2.2 Customers currently enrolled in a long distance On-Net Term Plan and adding Local service for the first time are eligible to receive VBS III Local Pricing and applicable discounts.

* Not regulated under this tariff

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IV. LOCAL EXCHANGE SERVICES (CONT'D)

4. Service Plans (Cont'd)

4.3 Local Voice – Line Rewards Plus Plan

4.3.1 Offer: Eligible customers, as defined below (individually, a "Customer"), who enroll in this plan and order Company Local Line service (Plan Service) will receive the following plan benefits as shown below for each circuit under this plan, as applicable, applied – as applicable based on the term (Term) to which Customer has committed in the master services agreement (Agreement) – to Customer's first, second, and third invoice(s) following activation of the Plan Service.

Agreement Term	Benefit
One (1) year	Credit of one (1) month monthly recurring charge for the Plan Service and one (1) free month of Voice Mail* Service.
Two (2) years	Credit of two (2) months monthly recurring charge for the Plan Service and two (2) free months of Voice Mail* Service.
Three Plus (3+) years	Credit of three (3) months monthly recurring charge for the Plan Service and three (3) free months of Voice Mail* Service.

4.3.2 Eligibility:

- A. Existing Company Local Customers who have subscribed to an Agreement can enroll in this plan under the following conditions, in addition to those set forth in section 4.3.2.B below:
- A.1 With a three-year or greater Term with a minimum of 12 months remaining in the Term who order additional Plan Service are eligible to receive a credit of three (3) months monthly recurring charges for the Plan Service.
- A.2 With a two-year Term with a minimum of 12 months remaining in the Term who order additional Plan Service are eligible to receive a credit of two (2) months monthly recurring charges for the Plan Service.
- B. Enrollment; other promotions or plans:
- B.1 Customer may not receive the benefits of Verizon Loyalty Plus I, Verizon Loyalty Plus II, and Verizon Loyalty Plus III Plans on Plan Service.
- B.2 Customers who subscribe to Verizon Business Service Local T1/PRI, Flex T1, Local Trunk and Metered Rate Service are not eligible.

* Not regulated under this tariff

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IV. LOCAL EXCHANGE SERVICES (CONT'D)

4. Service Plans (Cont'd)

4.4 Local Voice PRI/T1 Rewards Plus Plan

- 4.4.1 Offer: Eligible new customers, as defined below (individually, a "Customer"), who enroll in this plan and order Company Local ISDN/PRI service (Plan Service) will receive the benefits listed immediately below, applied – as applicable based on the Term of the Customer's Verizon Business service agreement (the "Agreement") – to Customer's first, second, and third invoice(s) following activation of the Plan Service.

Agreement Term	Benefit
One (1) year	One (1) year Credit of one (1) month's monthly recurring charges for the Plan Service, all monthly recurring charges for DID blocks, and five (5) instances of Remote Call Forwarding for the duration of the Agreement.
Two (2) years	Two (2) years Credit of two (2) months' monthly recurring charges for the Plan Service, all monthly recurring charges for DID blocks, and five (5) instances of Remote Call Forwarding for the duration of the Agreement.
Three Plus (3+) years	Three-plus (3+) years Credit of three (3) months' monthly recurring charges for the Plan Service, all monthly recurring charges for DID blocks, and five (5) instances of Remote Call Forwarding for the duration of the Agreement.

4.4.2 Eligibility:

- A. Existing Company Local customers who have subscribed to an Agreement can enroll in this plan under the following conditions, in addition to those set forth below.
- A.1 With a three-year or greater Term with a minimum of 12 months remaining in the Term who order additional Plan Service are eligible to receive a credit of three (3) months MRC for the Plan Service.
- A.2 With a two-year Term with a minimum of 12 months remaining in the Term who order additional Promotional Service are eligible to receive a credit of two (2) months MRC for the Plan Service.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

4. Service Plans (Cont'd)

4.4 Local Voice PRI/T1 Rewards Plus Plan (Cont'd)

4.4.2 Eligibility (Cont'd)

B. Enrollment; other promotions or plans:

B.1 Customer may not receive the benefits of Verizon Loyalty Plus I, Verizon Loyalty Plus II, Verizon Loyalty Plus III Plans on Plan Service.

B.2 Customers who subscribe to Verizon Business Service Flex T1, UNE-P, Local Lines, Trunk and Metered Rate service are not eligible.

5. Discounts: The following discounts are identical to, and shall not be in addition to, discounts applicable to Companion Intrastate Service and Companion Interstate Service, or to the applicable Verizon Business Service pricing program. The applicable discount, if any, is indicated in the agreement with the Customer.

5.1 Intentionally Omitted.

5.2 A discount will be provided on the monthly recurring charges, in lieu of all other discounts, in response to competitive marketplace conditions. To be eligible for this discount, Customer must:

1) demonstrate to the Company's reasonable satisfaction that it will accept another company's offer in absence of any further inducement; and,

2) commit to a new term of service that equals or exceeds 1 year for up to a 20% discount, or 2 or more years for up to a 25% discount.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

6. Other

6.1 Local Directory Assistance

A Customer may obtain Local Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

6.1.1 Each call to Directory Assistance will be charged as specified in the Local Rates and Charges section of this tariff.

6.1.2 The Customer may request a maximum of two telephone numbers per call to Local Directory Assistance service, unless state law requires otherwise.

6.1.3 A credit will be given for calls to Local Directory Assistance as described below. To obtain such a credit, the Customer must notify its Customer Service representative.

- A. The customer experiences poor transmission or is cut-off during the call; or
- B. The Customer is given an incorrect telephone number.

6.2 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing. Nonrecurring and monthly recurring charges associated with Directory Listings are as specified in the Local Rates and Charges section of this tariff.

6.2.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

6.2.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name; obscenities in the name; any listing in the opinion of the Company that is likely to mislead or deceive calling persons as to the identity of the listed party; is a contrived name used for advertising purposes or to secure a preferential position in the directory; or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

6.2.3 Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

6. Other

6.2 Directory Listings (Cont'd)

6.2.4 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

6.2.5 Directory listings are provided in connection with each Customer service as specified herein.

- A. Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
- B. Additional Listings: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are as specified in the Local Rates and Charges section of this tariff.
- C. Nonpublished (Private) Listings: Listings that are not printed in directories nor available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in this tariff and at the rates as specified in the Local Rates and Charges section of this tariff.
- D. Nonlisted Numbers: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Charges for Nonlisted numbers are as specified in the Local Rates and Charges section of this tariff.
- E. Foreign Listings: Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates set by the specific local exchange carrier providing the Foreign Listing.
- F. Alternate Call Listings: Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.

ORIGINAL

IV. LOCAL EXCHANGE SERVICES (CONT'D)

6. Other

6.2.5 Directory Listings (Cont'd)

- G. Reference Listings: A listing including additional telephone numbers of the same or another customer to be called in the event there is no answer from the Customer's telephone. Charges for reference listings are as specified in the Local Rates and Charges section of this tariff.

6.3 Local Operator Assistance¹

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. Qualified customers who are unable to use a telephone directory because of physical or mental disabilities will be exempt from charges for Operator Services. The rates and surcharges are as specified in the Local Rates and Charges section of this tariff.

- 6.3.1 Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
- 6.3.2 Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- 6.3.3 Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.
- 6.3.4 Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.
- 6.3.5 Station to Station: Calls complete with the assistance of an operator to a particular Station. The call may be billed to the called party.
- 6.3.6 General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.

¹ Effective on or after October 1, 2016, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services will no longer offer the following Operator Services features in the United States and internationally: Busy Line Verification or Interrupt, Person-to-Person, 3rd Number Billing, and Collect Call services. (T)

IV. LOCAL EXCHANGE SERVICES (CONT'D)

6. Other

6.3 Local Operator Assistance¹ (Cont'd)

6.3.7 Busy Line Verification and Interrupt Service: Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

A. Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

B. Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

C. Rates: Rates for Busy Line Verification and Interrupt Service, will apply under the following circumstances:

C.1 The operator verifies that the line is busy with a call in progress.

C.2 The operator verifies that the line is available for incoming calls.

C.3 The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

6.4 Emergency Services. Both Basic and Enhanced 911 (E911): Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

6.5 Presubscription PIC-2 Change: PIC-2 allows Customers to presubscribe to their carrier of choice for intraLata toll calls, without dialing the Access Code. The rates specified in the Local Rates and Charges section of this tariff will apply each time the Customer requests a change to their intraLata PIC. This charge applies per line or per trunk for each Local Line or Local Trunk PIC change requested, subsequent to the initial designation. InterLata Presubscription is available pursuant to the Guide at www.verizonbusiness.com.

6.6 Vanity Telephone Numbers: At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number, and at rates as specified in the Local Rates and Charges section of this tariff.

6.7 Telecommunications Relay Service (TRS): Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TTY) or similar devices to communicate freely with the hearing population not using TTY and visa versa. A Customer will be able to access the state provider to complete such calls.

¹ Effective on or after October 1, 2016, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services will no longer offer the following Operator Services features in the United States and internationally: Busy Line Verification or Interrupt, Person-to-Person, 3rd Number Billing, and Collect Call services.

(T)

IV. LOCAL EXCHANGE SERVICES (CONT'D)

6. Other

6.8 Intentionally Omitted.

6.9 Local Disaster Recovery Service: Provides Customers with pre-established Local Disaster Recovery Plans to be invoked in case of a Local Line/Trunk/PRI outage related to an emergency or disaster. Local Disaster Recovery Service is a collection of actions, procedures, and information that is developed, tested and held in readiness for use in the event of an emergency or disaster. For purposes of this optional feature, an emergency or disaster is defined as any event that may cause a lengthy disruption of the Customer's local line/trunk service. These events include, but are not limited to, natural events, accidents, or events of sabotage. The customer must notify Company when to invoke these pre-established plans with a secure password. These pre-established plans may consist of specific restoration processes involving the redirection of traffic through Remote Call Forward Feature Service, or Trunk Group Redirection. Rates for this optional plan are in the Local Rates and Charges section of the Local Rates and Charges section of this tariff. More complex plans that involve over 100 numbers may also be established on an individual case basis at rates developed on an individual case basis. Changes or modifications to these plans can be made as part of the monthly recurring fee. Local Disaster Recovery Service is not available for circuits provided via UNE-P.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

6. Other (Cont'd)

6.10 Contact Center

- I. Contact Center (CC) Services include Inbound Local Origination calling services and Interactive Voice Response (IVR) call treatment services.

6.10.1 Inbound Local Origination. Calls made to local telephone numbers are enabled with intelligent call routing, treatment and management. Inbound Local Origination calls terminate to a called party number served by a rate center in the same local calling area as the rate center associated with the calling party number and the rates provided in this section apply.

Local Origination options include directory listings for Telephone Numbers (TN). For each TN, one standard listing will be placed in the local exchange carrier's (LEC's) White Pages and one in the Yellow Pages, to the extent such directory listings are currently offered by the LEC. Additional and alternate listings are available for an additional charge.

- II. DEFINITIONS: The General Definitions apply.

- III. RATES AND CHARGES: The following apply:

Local Origination Access Charges. Customer will be charged a network access rate on a per-minute basis in accordance with Customer's Agreement, assessed in 6-second increments, for Inbound Local Origination calls. Unless otherwise stated, a \$0.01 per-call minimum applies.

Inbound Local (sold WITH IVR) RATES			Inbound Local (sold w/OUT IVR) RATES		
1 yr	BASE		1 yr	BASE	
AVC	Sw	Loc	AVC	Sw	Loc
\$600	\$0.0287	\$0.0194	\$600	\$0.0406	\$0.0275
\$1,200	\$0.0287	\$0.0194	\$1,200	\$0.0406	\$0.0275
\$3,000	\$0.0286	\$0.0194	\$3,000	\$0.0405	\$0.0275
\$6,000	\$0.0285	\$0.0193	\$6,000	\$0.0404	\$0.0274
\$7,500	\$0.0285	\$0.0193	\$7,500	\$0.0404	\$0.0274
\$12,000	\$0.0284	\$0.0193	\$12,000	\$0.0402	\$0.0273
\$24,000	\$0.0283	\$0.0192	\$24,000	\$0.0401	\$0.0272
\$36,000	\$0.0283	\$0.0192	\$36,000	\$0.0401	\$0.0272
\$48,000	\$0.0283	\$0.0192	\$48,000	\$0.0401	\$0.0272
\$60,000	\$0.0268	\$0.0180	\$60,000	\$0.0379	\$0.0255
\$84,000	\$0.0268	\$0.0180	\$84,000	\$0.0379	\$0.0255
\$120,000	\$0.0268	\$0.0180	\$120,000	\$0.0379	\$0.0255
\$180,000	\$0.0253	\$0.0169	\$180,000	\$0.0359	\$0.0240
\$300,000	\$0.0253	\$0.0169	\$300,000	\$0.0359	\$0.0240
\$600,000	\$0.0240	\$0.0159	\$600,000	\$0.0339	\$0.0225
\$900,000	\$0.0240	\$0.0159	\$900,000	\$0.0339	\$0.0225

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IV. LOCAL EXCHANGE SERVICES (CONT'D)

6. Other (Cont'd)

6.10 Contact Center (Cont'd)

Local Origination Access Charges (Cont'd)

Inbound Local (sold WITH IVR) RATES			Inbound Local (sold w/OUT IVR) RATES		
2 yr AVC	BASE Sw	Loc	2 yr AVC	BASE Sw	Loc
\$600	\$0.0286	\$0.0189	\$600	\$0.0405	\$0.0268
\$1,200	\$0.0286	\$0.0189	\$1,200	\$0.0405	\$0.0268
\$3,000	\$0.0284	\$0.0188	\$3,000	\$0.0403	\$0.0266
\$6,000	\$0.0283	\$0.0187	\$6,000	\$0.0401	\$0.0265
\$7,500	\$0.0283	\$0.0187	\$7,500	\$0.0401	\$0.0265
\$12,000	\$0.0281	\$0.0186	\$12,000	\$0.0399	\$0.0264
\$24,000	\$0.0281	\$0.0185	\$24,000	\$0.0398	\$0.0263
\$36,000	\$0.0281	\$0.0185	\$36,000	\$0.0398	\$0.0263
\$48,000	\$0.0281	\$0.0185	\$48,000	\$0.0398	\$0.0263
\$60,000	\$0.0266	\$0.0174	\$60,000	\$0.0376	\$0.0246
\$84,000	\$0.0266	\$0.0174	\$84,000	\$0.0376	\$0.0246
\$120,000	\$0.0266	\$0.0174	\$120,000	\$0.0376	\$0.0246
\$180,000	\$0.0251	\$0.0163	\$180,000	\$0.0356	\$0.0231
\$300,000	\$0.0251	\$0.0163	\$300,000	\$0.0356	\$0.0231
\$600,000	\$0.0238	\$0.0153	\$600,000	\$0.0336	\$0.0217
\$900,000	\$0.0238	\$0.0153	\$900,000	\$0.0336	\$0.0217
3 yr plus AVC	BASE Sw	Loc	3 yr plus AVC	BASE Sw	Loc
\$600	\$0.0278	\$0.0178	\$600	\$0.0394	\$0.0252
\$1,200	\$0.0278	\$0.0178	\$1,200	\$0.0394	\$0.0252
\$3,000	\$0.0277	\$0.0177	\$3,000	\$0.0392	\$0.0251
\$6,000	\$0.0275	\$0.0176	\$6,000	\$0.0390	\$0.0250
\$7,500	\$0.0275	\$0.0176	\$7,500	\$0.0390	\$0.0250
\$12,000	\$0.0274	\$0.0176	\$12,000	\$0.0388	\$0.0249
\$24,000	\$0.0274	\$0.0176	\$24,000	\$0.0388	\$0.0249
\$36,000	\$0.0259	\$0.0165	\$36,000	\$0.0367	\$0.0234
\$48,000	\$0.0245	\$0.0155	\$48,000	\$0.0347	\$0.0219
\$60,000	\$0.0232	\$0.0145	\$60,000	\$0.0329	\$0.0206
\$84,000	\$0.0219	\$0.0136	\$84,000	\$0.0311	\$0.0193
\$120,000	\$0.0207	\$0.0128	\$120,000	\$0.0294	\$0.0181
\$180,000	\$0.0196	\$0.0120	\$180,000	\$0.0278	\$0.0170
\$300,000	\$0.0180	\$0.0113	\$300,000	\$0.0263	\$0.0160
\$600,000	\$0.0170	\$0.0100	\$600,000	\$0.0241	\$0.0142
\$900,000	\$0.0153	\$0.0090	\$900,000	\$0.0217	\$0.0128

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers

7.1 Verizon Business Service 90 Day Satisfaction Guarantee

Offer: Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement") may terminate such Agreement (and all services under it) at any time within 90 days of the Agreement Effective Date by providing written notice of termination to Verizon within that 90-day period.

Eligibility: Customer:

- must sign the Agreement including this promotion, and submit it to Company; and,
- may not have had any Verizon billing for services received within the 90 days before signing the Agreement.

Other Conditions:

Customer must provide Company with at least 30 days written notice in advance of their requested date of termination in accordance with the Notice provision in the Agreement (longer notice is required for international service). Company will implement that termination within 60 days of the date it receives Customer notification.

Customers who terminate service by invoking this 90 Day Satisfaction Guarantee will be required to repay all credits, including installation credits, received up to the service termination date, as well as the pro-rata value of any promotional benefits for which Customer has not met the full requirements for those benefits (including without limitation any credits already received or charges waived).

Customer will have no obligation to fulfill any Annual Volume Commitment applicable under the Agreement.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers

7.2 Verizon Business Service Install Guarantee

Offer: Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement") is eligible to receive a credit if Company fails to install an eligible service ordered under the Agreement and this tariff so that it is available to Customer for use on or before the date Company has told Customer it will be installed and available for Customer use ("Late Installation"). The credit amount will equal the amount paid by Customer for the installation of the service subject to the Late Installation, and will be applied against charges for interstate service under the Agreement, excluding third-party charges, pass-through charges and expedite charges.

Eligibility:

- Customer must execute the Agreement including this plan, and submit it to Company;
- Customer must successfully submit a completed Installation Commitment Submission Form, using the online process established by Company for this purpose (<https://customercenter.verizon.com/installguarantee>), within 30 days of the date Company has told the Customer the service will be installed and available for Customer use;
- the Late Installation must not result from a Customer change to an order or any other Customer act or omission;
- eligible services must be provided and located entirely in the U.S. Mainland; and
- eligible services are those provided under the Agreement by an MCI Legacy Company.

Other Conditions:

Customer may not receive any discounts based on term and volume commitments, excluding affinity program discounts, or the benefits of a Special Customer Arrangement (SCA) or Product Package, other than Product Packages Guide Types 13, 14, 15, 16, 18, 19, 20, 21, 22 and 23 as provided in the "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizonbusiness.com/publications/service_guide.

The credit amount is based on Company installation charges only. Vendor, LEC or other third-party installation charges are not included in the credit amount.

The credit may only be applied against invoices for services provided, under this Agreement, by MCI Legacy Company.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.3. Regional Checkbook 2006 Monthly Option Plan

Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement"), Customer will receive a credit equal to 10 percent of the Customer's Total Volume Commitment (defined as the Annual Volume Commitment multiplied by the number of years in the initial Term) of the Agreement (the "Checkbook Credit").

Customer will receive the credit in monthly installments, with the first credit in the third month (covering the first three installments) following the Effective Date of the Agreement. Thereafter, Customer will receive the remaining monthly installments in equal amounts as follows, credit in months 4 through 12 for a one year Term, in months 4 through 24 for a two year Term and in months 4 through 36 for a 3,4 or 5 year Term.

Conditions of Eligibility: Customer must:

- enroll in this Plan in a signed Agreement with the Company;
- execute a contract with a minimum one-year Term under which Customer subscribes to one or more of the following MCI Legacy Company-provided services: U.S. Private Line Services, Verizon Business Services (VBS) II and VBS III Long Distance Voice Services, and/or Local Service-CLEC service; and
- demonstrate to the Company's reasonable satisfaction that it will accept a competitor's offer in the absence of any further inducement from the Company to subscribe to, or remain subscribed to MCI Legacy Company-provided service.

Other Conditions:

The benefits of this plan may not be used in conjunction with the following: (i) any discounts or (ii) the benefits of: any Special Customer Arrangement (SCA) or Product Package, (other than Product Package Guide Types 18, 19, 20, 21, 22 and 23) as provided in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizonbusiness.com/publications/service_guide ("Companion Interstate Service"); and (iii) Checkbook Promotion/Plan 2004; Regional Checkbook Promotion/Plan 2004; Checkbook 2006 Monthly Option Promotion/Plan, Checkbook Single Credit Option, RVP Checkbook Promotions (all terms) and RVP Checkbook Monthly Option Promotions (all terms).

The Checkbook credit may not be applied against taxes, charges for unauthorized calls, prior outstanding balances owed to Company, termination or underutilization charges associated with term plans or program commitments, or disputed charges.

If Customer terminates the Agreement prior to the time the next Checkbook Credit is to be applied, Customer will not be eligible for that month's Checkbook Credit and any unused credit amount at the time of termination is forfeited.

The maximum cumulative credit that a Customer may receive under this plan is \$100,000.

The credit may only be applied against invoices for services provided, under this Agreement, by an MCI Legacy Company.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.4 Checkbook 2006 Monthly Option Plan¹

Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement"), will receive a credit, equal to 5 percent of the Customer's Total Volume Commitment (defined as the Annual Volume Commitment multiplied by the number of years in the initial Term) of the Agreement (the "Checkbook Credit").

Customer will receive the credit in monthly installments with the first credit (covering the first three months) in the third month following the Effective Date of the Agreement. Thereafter, Customer will receive the remaining monthly installments of the credit as following: in 4 through 12 for a one year Term; in months 4 through 24 for a two year Term and in months 4 through 36 for a 3, 4, or 5 year Term.

Conditions of Eligibility: Customer must:

- enroll in this Plan in a signed Agreement with the Company;
- execute a contract with a minimum one-year Term under which Customer subscribes to one or more of the following MCI Legacy Company-provided services: U.S. Private Line Services, Verizon Business Services (VBS) II and VBS III Long Distance Voice Services, and/or Local Service-CLEC service; and,
- demonstrate to the Company's reasonable satisfaction that it will accept a competitor's offer in the absence of any further inducement from the Company to subscribe to, or remain subscribed to MCI Legacy Company-provided service.

Other Conditions:

The benefits of this plan may not be used in conjunction with the following: (i) any discounts or (ii) the benefits of: any Special Customer Arrangement (SCA) or Product Package, (other than Product Package Guide Types 18, 19, 20, 21, 22 and 23) as provided in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizonbusiness.com/publications/service_guide ("Companion Interstate Service"); and (iii) Checkbook Promotion/Plan 2004; Regional Checkbook Promotion/Plan 2004; Regional Checkbook 2006 Monthly Option Promotion/Plan, Checkbook Single Credit Option, RVP Checkbook Promotions (all terms) and RVP Checkbook Monthly Option Promotions (all terms).

The Checkbook credit may not be applied against taxes, charges for unauthorized calls, prior outstanding balances owed to Company, termination or underutilization charges associated with term plans or program commitments, or disputed charges.

If Customer terminates the Agreement prior to the time the next Checkbook Credit is to be applied, Customer will not be eligible for that month's Checkbook Credit and any unused credit amount at the time of termination is forfeited.

The credit may only be applied against invoices for services provided, under this Agreement, by an MCI Legacy Company.

The maximum cumulative credit that a Customer may receive under this plan is \$100,000.

¹ Effective October 31, 2010, this plan will no longer be available to new customers.

Issued: September 29, 2016
Docket No:

Edwin Reese
Tariff Administrator
1300 I Street NW, Suite 400w
Washington, DC 20005

Effective: November 1, 2016

ADMINISTRATIVELY
APPROVED FOR FILING

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.5 Verizon Business Services Billing Guarantee Plan¹

Offer: Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement") including an Eligible Service (defined below) will be eligible to receive a credit if, with respect to an Eligible Service, Company fails to do either of the following:

- (i) Respond to a Customer billing inquiry by sending Customer a Resolution Letter (defined below) addressing that inquiry within 45 days of the date Customer submits a Billing Inquiry Form (defined below); and/or,
- (ii) Provide Customer with an invoice that reflects the result of that resolution within the first two invoices following the date of the Resolution Letter:

The amount of the credit that a Customer can receive is indicated in the table below, based on the Annual Volume Commitment in Customer's Agreement.

<u>Annual Volume Commitment</u>	<u>Credit</u>
Less than \$60,000	\$ 500
\$60,000 - \$300,000	1,250
\$300,001 - \$600,000	2,500
Greater than \$600,000	5,000

Definitions: For purposes of this plan offering only, the following definitions apply:

Billing Accuracy Response: Company's written confirmation to Customer of receipt of a Billing Inquiry Form.

Billing Issue: An invoiced charge for MCI Legacy Company-provided service which Customer alleges to differ from the rate specified in Customer's written agreement for that service and which is not in the Customer's favor.

Eligible Service: Long Distance Voice Services-CLEC and U.S. Private Line Services.

Resolution Letter: Company's written notice to Customer in response to a Billing Inquiry Form submission which specifies Company's determination, in the Company's sole discretion, of the rate set forth in Customer's written agreement for the charge which is the basis of Customer's billing Issue

Eligibility:

- Customer must successfully submit a completed Billing Inquiry Form, using the online process established by Company for this purpose (<https://customercenter.verizon.com/billingguarantee>), within 60 days of the date of the affected invoice, concerning invoiced charges that differ adversely from the charges due under Customer's Agreement and applicable tariffs; and

- eligible services must be provided and located entirely in the U.S. Mainland.

¹ Effective June 1, 2011, this plan will no longer be available to new customers.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.5 Verizon Business Services Billing Guarantee Plan (Cont'd)
In order for a Billing Issue to be eligible:

Customer must notify the Company of the Billing Issue via a completed Billing Inquiry Form, which is found at a Company-designated Internet site, and which must be received by the Company within 60 days of the date of the invoice on which the Billing Issue appears;

the rate or charge which is the basis of a Billing Issue must be a charge for an Eligible Service; and,

the rate or charge which is the basis of a Billing Issue may not be, in the Company's sole determination:

- the subject of another Customer Billing Inquiry Form;
- a pass-through charge or a charge imposed by a third party charges, tax, or Governmental charge or surcharge or the subject of a claim of fraud; and/or
- one for which Customer has received an alternative credit or other credit to resolve the Billing Issue.

The Billing Inquiry Form must specify a single Billing Issue and:

- the Customer's Company account number;
- the date of the invoice containing the Billing Issue;
- the service type of the Billing Issue; and,
- a description of the Billing Issue.

Customer must supply to Company any additional information requested by Company within three business days of the request.

Other Requirements:

Customer may not receive more than one credit for any and all invoices dated in the same month, regardless of the number of its agreements, services, or billing inquiries. If a similar issue arises in a subsequent month, Customer may submit a new Billing Inquiry Form for that subsequent month (subject to the one-credit-per-month limitation stated in the preceding sentence).

Company will determine whether any credit is due, the credit amount, and the account level at which the credit will be applied, in its sole discretion.

If the Agreement's Initial Term expires, or if Customer terminates the Agreement or the service to which the Billing Inquiry Form relates prior to the month the credit is to be applied, Customer will not be eligible for the credit and any unused credit amount at the time of termination of service will be forfeited by the Customer.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.5 Verizon Business Services Billing Guarantee Plan (Cont'd)

The credit may only be applied against invoices for services provided, under this Agreement, by MCI Legacy Company.

Customer may not receive any discounts based on term and volume commitments, excluding affinity program discounts, or the benefits of a Special Customer Arrangement (SCA) or Product Package, other than Product Packages Guide Types 13, 14, 15, 16, 18, 19, 20, 21, 22 and 23 on Eligible Service as provided in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizonbusiness.com/publications/service_guide; (Companion Interstate Service").

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IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.6 Checkbook Plan 2004¹

Offer: Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement"), with a minimum Term commitment of between one and five years, will receive a credit, not to exceed \$100,000 per Customer, equal to 5% of the Total Volume Commitment (defined as the Annual Volume Commitment multiplied by the number of years in the initial Term) of the Agreement (the "Checkbook Credit") which Customer will receive as: i) a credit on an invoice or ii) a one-time deposit to the Customer's Fund account, depending on the version of this plan that is in the Agreement.

Invoice Credit: For Customers who elect to receive the credit as an invoice credit, the credit will be applied:

- in the sixth monthly period following the Effective Date of the Agreement for a Customer who commits to a 1-year Agreement Term,
- in an amount which equals 50 percent of the credit amount in each of the sixth and eighteenth monthly periods following the Effective Date of the Agreement for a Customer who commits to a 2-year Agreement Term, and
- in an amount which equals 33.33 percent of the credit amount in each of the sixth, eighteenth and thirtieth monthly periods following the Effective Date of the Agreement for a Customer who commits to an Agreement Term which equals or exceeds three years.

Eligibility: Customer must:

- enroll in this Plan in a signed Agreement with the Company;
- subscribe under the Agreement to MCI Legacy- Company provided U.S. Private Line Services, Verizon Business Services (VBS) II and VBS III Long Distance Voice Services, and/or exchange service; and, U.S. Private Line Services, Verizon Business Services (VBS) II and VBS III Long Distance Voice Services, and/or MCI Legacy Company-provided exchange service; and
- demonstrate to the Company's reasonable satisfaction that it will accept a competitor's offer in the absence of any further inducement from the Company to subscribe to, or remain subscribed to MCI Legacy Company-provided service.

Other Conditions:

Customer may not receive (i) any discounts or (ii) the benefits of: any Special Customer Arrangement (SCA) or Product Package, other than Product Package Guide Types 13, 14, 15, 16, 18, 19, 20, 21, 22 and 23 as provided in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizonbusiness.com/publications/service_guide ("Companion Interstate Service"); Regional Checkbook Promotion/Plan 2004, Regional Checkbook 2006 Monthly Option, Checkbook 2006 Monthly Option, Checkbook Single Credit Option, RVP Checkbooks Promotions and RVP Checkbook- Monthly Option Promotions.

The Checkbook credit may not be applied against taxes, charges for unauthorized calls, prior outstanding balances owed to Company; termination or underutilization charges associated with term plans or program commitments, or disputed charges.

If Customer terminates all services under the Agreement prior to the month a credit is to be applied, the Customer will not be eligible to receive the credit and any unapplied credit amount at the time of termination of service will be forfeited by Customer. Standard Fund provisions apply.

¹ Effective October 31, 2010, this plan will no longer be available to new customers.

ORIGINAL

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.7 Regional Checkbook Plan 2004¹

Offer: Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement"), with a minimum Term commitment of between one and five years will receive a credit, not to exceed \$100,000 per Customer, equal to 10% of the Total Volume Commitment (defined as the Annual Volume Commitment multiplied by the number of years in the initial Term) of the Agreement (the "Checkbook Credit") which Customer will receive as: i) a credit on an invoice or ii) a one-time deposit to the Customer's Fund account, depending on the version of this promotion that is in the Agreement.

Invoice Credit:

For Customers who elect to receive the credit as an invoice credit, the credit will be applied:

- in the sixth monthly period following the Effective Date (as defined in the Agreement) of Customer's Agreement for a Customer who commits to a 1-year Agreement Term,
- in an amount which equals 50 percent of the credit amount in each of the sixth and eighteenth monthly periods following the Effective Date of the Agreement for a Customer who commits to a 2-year Agreement Term, and
- in an amount which equals 33.33 percent of the credit amount in each of the sixth, eighteenth and thirtieth monthly periods following the Effective Date of the Agreement for a Customer who commits to an Agreement Term which equals or exceeds three years.

Eligibility: Customer must:

- enroll in this Plan in a signed Agreement with the Company;
- subscribe under the Agreement to MCI Legacy Company-provided service after December 1, 2003 under which Customer subscribes under term of service which equals or exceeds one year U.S. Private Line Services, Verizon Business Services (VBS) II and VBS III Long Distance Voice Services, and/or exchange service; and,
- demonstrate to the Company's reasonable satisfaction that it will accept a competitor's offer in the absence of any further inducement from the Company to subscribe to, or remain subscribed to MCI Legacy Company-provided service.

Other Conditions:

Customer may not receive (i) any discounts or (ii) the benefits of: any Special Customer Arrangement (SCA) or Product Package, other than Product Package Guide Types 13, 14, 15, 16, 18, 19, 20, 21, 22 and 23 as provided in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizonbusiness.com/publications/service_guide ("Companion Interstate Service"); Checkbook Promotion/Plan 2004, Regional Checkbook 2006 Monthly Option Promotion/Plan, Checkbook Single Credit Option Promotion/Plan, RVP Checkbook Promotions and RVP Checkbook- Monthly Option Promotions.

The Checkbook credit may not be applied against taxes, charges for unauthorized calls, prior outstanding balances owed to Company; termination or underutilization charges associated with term plans or program commitments, or disputed charges.

If Customer terminates all services under the Agreement prior to the month the credit is to be applied, the Customer will not be eligible to receive the credit and any unapplied credit amount at the time of termination of service will be forfeited by Customer. Standard Fund provisions apply. The credit may only be applied against invoices for services provided, under this Agreement, by MCI Legacy Company.

¹ Effective October 31, 2010, this plan will no longer be available to new customers.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.8. MULTI-STATE LOCAL SERVICE PROGRAM I

Multi-State Local Service Program I is available to any Qualifying Customer. A Qualifying Customer is one that meets all of the following requirements:

- Customer must bill at least \$2.5 million per year in Total Service Charges.
- Customer must demonstrate prior spending of \$2 million in Total Service Charges for the past 12 months.
- Customer must agree to a new three-year term of at least \$2 million annual spending on Total Service Charges.
- Customer must subscribe to Qualifying Service in a minimum of 30 states.

The following maximum rates/charges are available to Qualifying Multi-State Local Service Program Customers:

<u>Monthly/Usage Charges</u>	<u>Maximum</u>
Lines – Flat Monthly Rate	
Phoenix/Tucson	\$45.00
Rest of State	\$60.00
Lines – Measured Monthly Rate	
Phoenix/Tucson	\$45.00
Rest of State	\$60.00
Lines – Usage Rate Per Minute	
Phoenix/Tucson	\$0.50
Rest of State	\$0.50
Lines – EUCL*/LNP*	\$20.00
Trunks – Flat Monthly Rate	\$75.00
PRI/Full T1 – Flat Monthly Rate	\$1,200.00
PRI/Full T1 – Measured Monthly Rate	\$1,000.00
PRI/Full T1 – Usage Rate Per Minute	\$0.50
Initial 20 DID Blocks	\$6.00
Additional 20 DID Blocks	\$6.00
Initial 100 DID Blocks	\$5.00
Additional 100 DID Blocks	\$5.00

* Not regulated by this commission.

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Docket No:

Edwin Reese
Tariff Administrator
1300 I Street NW, Suite 400w
Washington, DC 20005

Effective: November 1, 2016

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IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.8. MULTI-STATE LOCAL SERVICE PROGRAM I (Cont'd)

<u>Operator Assisted Charges¹</u>	<u>Maximum</u>
Station to Station	\$7.00
Person to Person	\$10.00
Third Number Billing	\$7.00
Busy Line Verification	\$7.00
Busy Line Interrupt	\$9.00
Collect Calling	\$7.00
 <u>Other One-Time Charges</u>	
Business Line Expedite	\$75.00
Local Trunk Expedite	\$75.00
Local T1/PRI Expedite	\$1,800.00
Service Restorable per Account	\$60.00
Due Date Change per occurrence	\$30.00
 <u>Other Charges</u>	
Call Assistant	\$60.00
411 - Directory Assistance	
Phoenix/Tucson	\$3.00
Rest of State	\$1.50
Additional Listing	\$8.00
Alternative Call Listing	\$8.00
Non-Listed Number	\$7.00
Non-Published Number	\$6.00
Message Referral	\$5.00
 <u>Install/Set-Up Charges</u>	
Account Set-Up Charge	\$50.00
Record Change Charge	\$50.00
Service Move Charge	\$50.00
Service Add Charge	\$50.00
Service Change Charge	\$50.00
Trunk Group Rearrangement	\$50.00
Call Assistant Install	\$50.00
Additional Listing Install	\$50.00
Non-List Number Install	\$50.00
Non-Publish Number Install	\$50.00
Company Restoral	\$50.00
Customer Restoral	\$50.00
PIC Charge	\$50.00
Business Line	\$50.00
Local Trunk	\$50.00
Local T1/PRI	\$50.00
Initial 20, 100 DID Blocks	\$50.00
Additional 20, 100 DID Blocks	\$50.00

¹ Effective on or after October 1, 2016, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services will no longer offer the following Operator Services features in the United States and internationally: Busy Line Verification or Interrupt, Person-to-Person, 3rd Number Billing, and Collect Call services.

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ORIGINAL

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.8. MULTI-STATE LOCAL SERVICE PROGRAM I (Cont'd)

"Total Service Charges" shall mean all charges, after application of all discounts and credits, incurred by Qualifying Customer for Qualifying Services provided, specifically excluding: Taxes; Charges for equipment (unless otherwise agreed upon); Verizon Wireless charges; Charges incurred for goods or services where Verizon acts as agent for Qualifying Customer in its acquisition of goods or services; Non-recurring charges; Governmental Charges; International pass-through access charges (i.e., Type 3/PTT) and charges for international access provided by Verizon (i.e., Type 1); and Other charges expressly excluded by this tariff.

"Qualifying Services" shall include, but are not limited to PRI/Full T1, Local Lines Flat Rated, Local Lines Measured.

In order to purchase Qualifying Services under the Multi-State Local Service Program, Qualifying Customers must enter into an agreement with Verizon. The agreement may set forth certain terms and conditions not otherwise as described in this tariff, including but not limited to liability limitation, indemnification, termination, limitation period, service commitment and equipment required for service, and those terms and conditions shall be given full force and effect.

Qualifying Customers who enter into an agreement for the Multi-State Local Service Program will receive certain performance credits from Verizon, including credits if Verizon fails to meet certain Service Levels; such credits and service levels are to be defined by agreement between the Qualifying Customer and Verizon.

ORIGINAL

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.8. MULTI-STATE LOCAL SERVICE PROGRAM I (Cont'd)

Other Charges

Call Assistant	\$19.43
411 - Directory Assistance	
Phoenix/Tucson	\$0.59
Rest of State	\$0.50
Additional Listing	\$2.50
Alternative Call Listing	\$2.50
Non-Listed Number	\$1.45
Non-Published Number	\$1.80
Message Referral	N/C

Install/Set-Up Charges

Account Set-Up Charge	\$0.00
Record Change Charge	\$0.00
Service Move Charge	\$0.00
Service Add Charge	\$0.00
Service Change Charge	\$0.00
Trunk Group Rearrangement	\$0.00
Call Assistant Install	\$0.00
Additional Listing Install	\$0.00
Non-List Number Install	\$0.00
Non-Publish Number Install	\$0.00
Company Restoral	\$0.00
Customer Restoral	\$0.00
PIC Charge	\$0.00
Business Line	\$0.00
Local Trunk	\$0.00
Local T1/PRI	\$0.00
Initial 20, 100 DID Blocks	\$0.00
Additional 20, 100 DID Blocks	\$0.00

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ORIGINAL

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.9 MULTI-STATE LOCAL SERVICE PROGRAM II

Multi-State Local Service Program II is available to any Qualifying Customer. A Qualifying Customer is one that meets all of the following requirements:

- Customer must agree to subscribe to all of the following services: Local Line, Local Trunk, Local Trunk T1/PRI, Metered Line, Local Metered T1, Local and Long Distance Line Solution, Local and Long Distance Trunk Solution.
- Customer must be a new Verizon Business customer.
- Customer must agree to a new three-year term of at least \$2.5 million annual spending on Total Service Charges.
- Customer must subscribe to Qualifying Service in a minimum of 49 states.

The following Monthly Recurring Charges ("MRC") are available to Qualifying Multi-State Local Service Program II Customers:

<u>Product</u>	<u>Maximum MRC</u>
Local Line	\$60.00
Local Trunk	\$120.00
Local Trunk T1/PRI	\$2,100.00
Metered Line	
Phoenix/Tucson	\$75.00
Rest of State	\$75.00
Local Metered T1	\$1,500.00
Local and Long Distance Line Solution	\$150.00
Local and Long Distance Trunk Solution (per trunk)	\$210.00
Local and Long Distance Trunk Solution (per T1/PRI)	\$4,500.00

Qualifying Customers will receive a further discount of 35% off of the MRCs listed above.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.9. MULTI-STATE LOCAL SERVICE PROGRAM II

In addition, the following per minute rates for Metered Line and Local Metered T1 are available to Qualifying Customers:

<u>Product</u>	<u>Maximum Per Minute</u>
Metered Line (Phoenix/Tucson/Rest of State)	\$0.50
Local Metered T1	\$0.50

"Total Service Charges" shall mean all charges, after application of all discounts and credits, incurred by Qualifying Customer for Qualifying Services provided, specifically excluding: Taxes; Charges for equipment (unless otherwise agreed upon); Verizon Wireless charges; Charges incurred for goods or services where Verizon acts as agent for Qualifying Customer in its acquisition of goods or services; Non-recurring charges; Governmental Charges; International pass-through access charges (i.e., Type 3/PTT) and charges for international access provided by Verizon (i.e., Type 1); and Other charges expressly excluded by this tariff.

"Qualifying Services" shall include, but are not limited to Local Line, Local Trunk, Local Trunk T1/PRI, Metered Line, Local Metered T1, Local and Long Distance Line Solution, Local and Long Distance Trunk Solution.

Monthly Recurring Charges

Local Line	\$27.00
Local Trunk	\$40.00
Local Trunk T1/PRI	\$672.00
Metered Line	
Phoenix/Tucson	\$24.00
Rest of State	\$24.00
Local Metered T1	\$540.00
Local and Long Distance Line Solution	\$54.00
Local and Long Distance Trunk Solution (per trunk)	\$65.00
Local and Long Distance Trunk Solution (per T1/PRI)	\$1,400.00

Local Per Minute Usage Charges

Metered Line (Phoenix/Tucson/Rest of State)	\$0.030
Local Metered T1	\$0.005

ORIGINAL

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.10 MULTI-STATE LOCAL SERVICE PROGRAM III

Multi-State Local Service Program III is available to any Qualifying Customer. A Qualifying Customer is one that meets the following requirement:

- Customer must demonstrate prior spending of \$1.75 billion in Total Service Charges* during the past 60 months.

The following rates/charges are available to Qualifying Multi-State Local Service Program III Customers:

Local Service: A discount of thirty-two percent (32%) off of the standard Verizon Business Services II rates is available. Other term and volume commitments do not apply.

Maximum Rates:

	<u>MRC</u>
Port Speed - PRIs/T-1	
Postalized Charge Per Circuit	\$1600.00
Net Effective Charge Per Circuit (after 32% discount)	\$1200.00

* "Total Service Charges" shall mean all charges, after application of all discounts and credits, incurred by Qualifying Customer for Qualifying Services provided, specifically excluding: taxes; charges for equipment (unless otherwise agreed upon); Verizon Wireless charges; Charges incurred for goods or services where Verizon acts as agent for Qualifying Customer in its acquisition of goods or services; non-recurring charges; governmental charges; international pass-through access charges (i.e., Type 3/PTT) and charges for international access provided by Verizon (i.e., Type 1); and other charges expressly excluded by this tariff.

In order to purchase Qualifying Services under the Multi-State Local Service Program III, Qualifying Customers must enter into an agreement with Verizon. "Qualifying Services" shall be the services specified in the agreement.

<u>PORT SPEED - PRI/T-1</u>	
Postalized Charge Per Circuit	\$573.17
Net Effective Charge Per Circuit (after 32% discount)	\$389.76

ORIGINAL

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.11 **General Installation Waiver Plan¹**

Subject to the Conditions below, Company will waive the non-recurring charges listed in the table below provided by a U.S. MCI Legacy Company under Customer's master service agreement.

Eligible Services	Exclusions To Eligible Services (without limitation)
Local Services (CLEC)	
Includes:	
<ul style="list-style-type: none">• Account Setup• Account Charges (including moves, changes, additions and billing record changes)• Line Connection Charges (Local Line, Local Trunk-Basic, Local Trunk DID, Local Trunk 2 way Direct)• Direct Inward Dialing (DID)/2 way Direct Installation for blocks of DID/2 way direct numbers• Non-recurring charges for Local ISDN-PRI T1 installation and optional features• Selective Call Screening non-recurring charge• Non-recurring charges for Optional Features• Additional Telephone Number Listing (set up charge)• Alternative Call Listing (set up charge)• Restoral charges (customer and company charges on the rate calculator)• Toll Restrictions (set up charge)• Call Assistance Install (set up charge)• Voicemail - NUMS (National Unified Message Service)	
Excludes:	
<ul style="list-style-type: none">• Disaster Recovery• Non-Listing Install/Non-Published Service Install• Telecommunications Service Priority	

¹ Effective September 15, 2009, this plan is no longer available.

ORIGINAL

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.11. General Installation Waiver Plan ¹ (Cont'd)

Conditions:

1. New circuits (or equivalent service units) are eligible for this plan.
2. Existing circuits (or equivalent service units) that are upgraded to an eligible port type/speed are eligible for this plan.
3. Customer commits to paying for the new circuit (or equivalent service unit) of the eligible service to which the benefits of this plan apply (each a "Plan Circuit") for a minimum of 1 year.
- Customers who terminate any Plan Circuit before one year will be billed and required to pay all charges otherwise waived under this plan.
4. Orders may be expedited, but applicable expedite fees must be paid.
5. Customer will receive this plan waiver benefit on any eligible service provided under this plan during the Term of the agreement of which it is a part. Other charges, including without limitation usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

7.12 Arizona Pre-Verizon Business Services III (Pre-VBS III) discounts

The following discounts are applicable to Pre-VBS III services described in this tariff. The applicable discount, if any, is indicated in the agreement with the Customer. A discount is provided on the monthly recurring charges otherwise available under this tariff for Pre-VBS III services in response to competitive marketplace conditions. To be eligible for this discount, Customer must:

- 1) demonstrate to the Company's reasonable satisfaction that it will accept another company's offer in absence of any further inducement; and,
- 2) commit to a term of service for Pre-VBS III service that equals or exceeds six months for up to a 20% discount.

¹ Effective September 15, 2009, this plan is no longer available.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.13. Flex T1 Plan (Enhanced Package)^{1/2/3}

Subject to the conditions below, Customers under a Verizon services agreement ("Agreement") who simultaneously order services included in the "Flex T1 Plan (Enhanced Package)" which consists of: 1) Flexible T1 Service (a Local Service) with two Local DID Blocks; 2) Long Distance Voice Services (LD) Outbound service; 3) Long Distance Voice Services (LD) Inbound (Toll Free) Switched; and 4) the related customer premises equipment (CPE) specified in the guide(Plan/Promotional Services) will receive the monthly recurring charges (MRCs) specified in the guide for the Term of the Agreement, based on the length of the Term Customer committed to in the Agreement (Commitment Period):

Plan Service- Enhanced Package					
Flexible T-1 Service- comprised of the following:	Quantity	MRC Before Discount (see No. 7 in Conditions, below)			
Local Service-CLEC ^a (Trunks or Lines) ^b (12 Channels)	1 Unit of 12 channels	\$358.47 (Total for 12 channels)			
Local Service-CLEC ^a (Trunks or Lines) ^{b*} (At least 1 of the 12 Channels must be Data)	12 Channels	\$29.87 per channel			
Local DID Block (if Local Trunks purchased) ^c (20 DIDs per Block)	2 Block	\$6.25 ^d			
Inbound (Switched) Toll-Free Number ^e	1	\$30.00 ^f			
2500 Outbound LD Minutes ^g		\$80.00 ^f			
^a Local Access loop Included ^b For Local Lines, standard feature packages are included at no charge. Feature Option A and/or Voicemail are available at an additional charge(s). ^c DID Block are only available with Local Trunks, not Local Lines. ^d Standard current Guide pricing ^e Standard Dedicated / Local Termination Rate Per Minute Applies. ^f Standard current Guide pricing; no further discounts may be applied. ^g Usage beyond 2,500 minutes will incur overage charges as specified in Customer's Flexible T1 Service Attachment..					

¹ Effective August 1, 2010, this plan will no longer be available to new customers.

² Effective October 1, 2010, existing customers of this plan will no longer be able to move their service or add new Flexible T1 circuits at new or existing locations.

³ Effective September 1, 2011, no changes of any kind may be made to existing Flex/Flexible T1 service. (Note that the service is already not available for new orders and moves.)

ORIGINAL

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.13. Flex T1 Plan (Enhanced Package)(Cont'd)

Conditions

1. New and renewing Customers must sign an Agreement with a 2 or 3 year Term commitment.
2. Existing Customers must have a minimum of 24 months remaining on their Term commitment.
3. This plan is available only for Plan Services under the VBS II or VBS III pricing plans.
4. Customer service location is eligible to receive the benefits of this plan providing:
 - a. The location is in a state within the U.S. Mainland excluding South Dakota; and,
 - b. The plan services are available in Customer's local service area (check the Guide for availability:
http://www.verizonbusiness.com/external/service_guide/reg/is_table_of_states.htm).
5. Orders may be expedited, but applicable expedite fees will apply.
6. Circuits receiving the benefits of this plan may not receive the benefits of any of the following promotions/plans: Internet T1 and NxT1 IP Port Only; LD Voice - Outbound 60; LD Voice - 20K Minute Package for T1/PRI's (BSG); LD Voice - 300 / 500 / 800 Minute Packages for Business Lines/Local Lines and Trunks (BSG); LD Voice - Inbound 60; LD Voice - Wireline to Wireless; Local Voice - Line Rewards 60; Local Voice - PRI / T1 Rewards 60 Promotions; Local Voice - PRI Renewal Offer; and the Local Voice - Multi-State Metered T1/ ISDN PRI Program.
7. The Service Package discount set forth in Customer's Agreement for VBS II or VBS III applies and is in lieu of all other discounts.
8. Plan Services are a bundled offering. Therefore, Company reserves the right to discontinue Plan Services pricing if Customer terminates one of the Plan Services and thereby impairs the integrity of the bundled offering.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.14 Checkbook – Single Credit Option Plan

Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement") will receive a one-time credit, not to exceed \$100,000, equal to 5% of the Total Contract Volume Commitment (defined as the Annual Volume Commitment multiplied by the number of years in the initial Term) of the Agreement (the "Checkbook Credit").

Customer will receive the credit in the fourth month following the Effective Date of the Agreement.

Conditions

1. This offer is not available to Customers who only subscribe to Company Intrastate Long Distance services in the state of Maryland.
2. Customer must sign and submit the Agreement with Company that includes the Plan Service.
3. Customer must execute a contract with a minimum one-year Term under which Customer subscribes to one or more of the following MCI Legacy Company-provide Service U.S. Private Line Services, Verizon Business Services (VBS) II and VBS III Long Distance Voice Services, and/or Local Service-CLEC service.
4. The Checkbook credit may not be applied against taxes, charges for unauthorized calls, prior outstanding balances owed to Company, termination or underutilization charges associated with term plans or program commitments, or disputed charges.
5. The benefits of this plan may not be used in conjunction with the following promotions/plans: Checkbook 2004, Regional Checkbook 2004, Checkbook 2006 Monthly Option, Regional Checkbook 2006 Monthly Option, RVP Checkbook Promotions (all terms) and RVP Checkbook- Monthly Option Promotions (all terms).
6. If Customer terminates all services under the Agreement prior to the month the credit is to be applied, the Customer will not be eligible to receive the credit.
7. The credit may only be applied against invoices for services provided, under this Agreement, by MCI Legacy Company.

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.15 Contract Renewal Plan

Subject to the Conditions below, a Customer renewing their Verizon Business service agreement ("Agreement") will receive a one-time credit, not to exceed \$6000, equal to 3% of the Annual Volume Commitment of the Agreement (the "Renewal Credit").

Customer will receive the credit in the fourth month following the Effective Date of the Agreement.

Conditions

1. This offer is not available to Customers who only subscribe to Company Intrastate Long Distance services in the state of Maryland.
2. Customer must execute a contract with a minimum one-year Term under which Customer subscribes to one or more of the following MCI Legacy Company-provide Service U.S. Private Line Services, Verizon Business Services (VBS) II and VBS III Long Distance Voice Services, and/or Local Service-CLEC service.
3. Customer must sign and submit the Agreement with Company that includes the Plan.
4. The benefits of this plan may not be used in conjunction with the RVP Checkbook – Monthly Option.
5. The Renewal credit may not be applied against taxes, charges for unauthorized calls, prior outstanding balances owed to Company, termination or underutilization charges associated with term plans or program commitments, or disputed charges.
6. If Customer terminates all services under the Agreement prior to the month the credit is to be applied, the Customer will not be eligible to receive the credit.
7. The credit may only be applied against invoices for services provided, under this Agreement, by MCI Legacy Company.

ORIGINAL

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.16 Local Voice PRI/T1 Rewards 60 Plan¹

Offer: Eligible new and existing customers, as defined below (individually, a "Customer"), who enroll in this plan and order Company Local ISDN-PRI service ("Plan Service") will receive the benefits listed immediately below for each such Plan Service, as applicable, for the term ("Term") of Customer's Verizon Business service agreement ("Agreement").

Term Commitment	Plan Benefits ("MRC" is the abbreviation for "monthly recurring charge")
Two (2) Years	Four (4) months' MRC credit* for each ISDN-PRI T1 Local Trunk; free DID blocks for the duration of the Agreement Term.
Three or more (3+) Years	Six (6) months' MRC credit* for each ISDN-PRI T1 Local Trunk; free DID blocks for the duration of the Agreement Term.
* Credits will start appearing on the first invoice billing a full month of service.	

Eligibility:

- A. Customers must have a minimum of 12 months remaining in the Term under their Agreement at the time they enroll in this plan.
- B. With the exception of term discounts on monthly recurring charges, the plan rates/discounts described herein are in lieu of all other discounts.

¹ Effective November 5, 2009, this plan is no longer available to new customers.

ORIGINAL

IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.17 Local Voice – Line Rewards 60 Plan¹

Offer: Eligible new and existing customers, as defined below (individually, a "Customer"), who enroll in this plan and order Local Line or Local and Long Distance Service Bundle service provided by an MCI Legacy Company ("Plan Service") will receive the benefits listed immediately below for each such Plan Service, as applicable, based on the term commitment ("Term") of Customer's Verizon service agreement ("Agreement").

Agreement Term	Plan Benefits ("MRC" is the abbreviation for "monthly recurring charge")
One (1) Year	Two (2) month's MRC credit* for Voicemail** plus one (1) month's MRC credit for each Plan Service purchased.
Two (2) Years	Four (4) month's MRC credit* for Voicemail** plus two (2) months' MRC credit for each Plan Service purchased.
Three or more (3+) Years	Six (6) month's MRC credit* for Voicemail** plus three (3) months' MRC credit for each Plan Service purchased.
* Credits will start appearing on the first invoice billing a full month of service	
** Voicemail for Agreements subject to a VBS III pricing program will be National Unified Messaging Service. Voicemail for Agreements subject to a VBS I or II pricing program will be Hosted Voice Messaging Service.	

Eligibility:

- A. Customers must have a minimum of 12 months remaining in the Term under their Agreement at the time they enroll in this plan.
- B. With the exception of term discounts on monthly recurring charges, the plan rates/discounts described herein are in lieu of all other discounts.

¹ Effective September 1, 2009, this plan is no longer available to new customers.

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IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.18 PRI BizPak Plan¹

Subject to the conditions below, Customers under a Verizon Business services agreement ("Agreement") and who simultaneously order for the first time the "PRI BizPak" bundle which consists of; 1) Local and Long Distance Optional Calling Plan as described on the Guide for Verizon Business Services (VBS) I and VBS II – Pre July 1, 2007 – Offer C; and VBS II Post July 1, 2007 and VBS III – Offer C Flat with Cap, (collectively referred to as "Local and Long Distance OCP"); 2) The Local Service features specified in the table below; and 3) Bundled Internet Dedicated Price Protected Option (PPO) T1; and 4) T-1 Digital Access loop (T-1 Local Loop); and related Customer Premises Equipment (CPE) ("Plan Services") will receive the following monthly recurring discounts and monthly recurring charges ("MRCs") specified in the table below for the Term of the Agreement, based on the length of the Term Customer committed to in the Agreement ("Commitment Period"):

PRI BizPak Bundle	2 Year Term		3 Year Term	
	Plan MRC	Additional MRC Discount	Plan MRC	Additional MRC Discount
Local and Long Distance OCP	\$1,114.50*	15%	\$1,114.50*	15%
First 2 Local Service DID Blocks (20 DIDs per Block)**	\$12.50***	15%	\$12.50***	15%
Local Service Caller ID with Name	\$60***	15%	\$60***	15%
Internet Dedicated PPO T1 Port and T1 Digital Access Local Loop	\$565	-	\$530	-
* Plan MRC allocated charges = \$501.53 for Local and \$612.97 for LD. ** Additional DID Blocks may be purchased at standard rates. *** Plan MRC is standard Guide pricing.				

Conditions

1. New and renewing Customers must sign an Agreement with a minimum 2 year Term commitment.
2. Existing Customers must have a minimum of 1 year remaining on their Term commitment.
3. This plan is available only for Plan Services under the VBS I, VBS II or VBS III pricing plans.

¹ Effective September 1, 2009, this plan is no longer available to new customers.

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IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.18 PRI BizPak Plan¹(Cont'd)

4. Customer location is eligible to receive the benefits of this plan providing the plan services are available from one of the Serving Wire Centers as notated in the Guide: http://www.verizonbusiness.com/external/service_guide/reg/pr_internet_dedicated_bundled_ppo_t1_select_ii_cli_list.xls.
5. Orders may be expedited, but applicable expedite fees will apply.
6. This plan is applicable only for Plan Services located entirely within the 48 contiguous states. Alaska, Hawaii, Puerto Rico, and any foreign countries are not eligible.
7. Circuits receiving the benefits of this plan may not receive the benefits of any of the following promotions/plans: Internet T1 and NxT1 IP Port Only; New Service CPE Rebate; LD Voice - Outbound 60; LD Voice - 20K Minute Package for T1/PRI (BSG); LD Voice - 300 / 500 / 800 Minute Packages for Business Lines and Trunks (BSG); LD Voice - Inbound 60; LD Voice - Wireline to Wireless; Local Voice - Line Rewards 60; Local Voice - PRI / T1 Rewards 60 Promotions; Local Voice - PRI Renewal Offer; and the Local Voice - Multi-State Metered T1/ ISDN PRI Program.
8. Unless explicitly stated otherwise, plan rates/discounts are in lieu of all other discounts.
9. Verizon reserves the right to discontinue any or all Plan Services at the time it is determined that Plan Services were deployed in a manner contrary to the terms of the plan offer.

¹ Effective September 1, 2009, this plan is no longer available to new customers.

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IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.19 General Installation Waiver Plan (v.2.0)¹

Subject to the Conditions below, Company will waive the non-recurring charges listed in the table below provided by a U.S. MCI Legacy Company under a Customer's master service agreement.

Eligible Services	Exclusions To Eligible Services (without limitation)
<u>Local Services (CLEC)</u> Includes: <ul style="list-style-type: none">• Account Setup• Account Charges (including moves, changes, additions and billing record changes)• Line Connection Charges (Local Line, Local Trunk-Basic, Local Trunk DID, Local Trunk 2 way Direct)• Direct Inward Dialing (DID)/2 way Direct Installation for blocks of DID/2 way direct numbers• Non-recurring charges for Local ISDN-PRI T1 installation and optional features• Selective Call Screening non-recurring charge• Non-recurring charges for Optional Features• Additional Telephone Number Listing (set up charge)• Alternative Call Listing (set up charge)• Restoral charges (customer and company charges on the rate calculator)• Toll Restrictions (set up charge)• Call Assistance Install (set up charge)• Voicemail - NUMS (National Unified Message Service)	Excludes: <ul style="list-style-type: none">• Disaster Recovery• Expedite fees• Non-Listing Install/Non- Published Service Install• Telecommunications Service Priority• Usage charges• Monthly Recurring Charges• Surcharges• Charges imposed by third parties -• Includes access, egress, jack, or wiring charges• All Governmental Charges

Conditions:

1. Only new circuits (or equivalent service units) are eligible for this plan.
2. Existing circuits (or equivalent service units) that are upgraded to an eligible port type/speed are eligible for this plan.
3. A Customer subscribing to this plan commits to paying for the new circuit (or equivalent service unit) of the eligible service to which the benefits of this plan apply (each a "Plan Circuit") for a minimum of one year. Customers who terminate any Plan Circuit before one year will be billed and required to pay all charges otherwise waived under this plan.
4. Orders may be expedited, but applicable expedite fees must be paid.
5. A Customer will receive this plan waiver benefit on any eligible service provided under this plan during the Term of the agreement of which it is a part. Other charges, including without limitation usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

¹Effective January 1, 2011, this plan will no longer be available to new customers.

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IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.20 Verizon Business Services Flexible T1 Service^{1/2}
(also "Verizon Business Services II Flexible T1 Plus Service" and "Verizon Business Service III Flexible T1 Plus Service")

Verizon Business Services Flexible T1 Service ("Flexible T1 Service") is a flexible, integrated T1 service that offers a single access method for many Company voice, data, and Internet services, including Local Service, Interstate Long Distance Voice Services and Intrastate Long Distance Voice Services Outbound Service, Private IP Service, and Integrated Internet Access Service.

- Integrated Internet Access is access to the Internet available only with Flexible T1 Service.

Flexible T1 Service is based on a channelized T1 that must be configured with a minimum of 12 circuits (and a maximum of 24) of which six must be Local Trunks or Local Lines (but not both), one circuit must be one of the above-mentioned data or Internet services, and the remaining circuits can be Local Trunks or Local Lines of voice (but must match to Customer's choice of trunks or lines on the first six circuits), or one of the above data or Internet services, or a combination of both. Flexible T1 Service is only available under Verizon Business Services (VBS) II or III.

Eligibility: Customer must subscribe to service under a Verizon Business Services II or III Agreement or renew under a Verizon Business Services II or III Agreement with a minimum 1 year commitment as described in the Company's "Service Publication and Price Guide" located on the Company's Internet site at www.verizonbusiness.com. Customer must also subscribe to the Verizon Business Services II or III Flexible T1 Plus offering as described in MCI Communications Services, Inc. d/b/a Verizon Business Services, Arizona Tariff No. 3 ("Companion Intrastate Service"). The Verizon Business Services II or III Flexible T1 Plus Service cannot be used in conjunction with the Verizon Business Services II or III Local and Long Distance Plan.

Monthly Recurring Charges: A monthly recurring charge will apply for the Service. This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to Companion Interstate Service or Companion Intrastate Service. The Offer is available on a per-circuit basis.

The following Monthly Recurring Charges apply:

Flexible T1 Plus: \$53.00 Per Circuit Rate/Local Lit Building Rate
 Per Circuit (minimum of 12 circuits and 6 must be local)

Customers are eligible to receive Verizon Business Services II or III Local discounts on top of the monthly recurring charge for: Integrated Internet Access, Local, Local Trunks, Private IP service, and Metro Private Line (Lit Buildings Only).

¹ Effective October 1, 2010, this service will no longer be available to new customers or permit existing customers to move their service or add new Flexible T1 Service to new locations.

² Effective September 1, 2011, no changes of any kind may be made to existing Flex/Flexible T1 service. (Note that the service is already not available for new orders and moves.)

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IV. LOCAL EXCHANGE SERVICES (CONT'D)

7. State Specific Plans or Offers (Cont'd)

7.21 Verizon Business Services Flexible T1 Service (Cont'd)
(also "Verizon Business Services II Flexible T1 Plus Service" and "Verizon Business Service III Flexible T1 Plus Service")

Non-Recurring Charges: Applicable non-recurring charges apply to services under the Verizon Business Services II or III Flexible T1 Plus Service as specified in Section IV.1.1.2. Customers are eligible to utilize the Local Installation Waiver Promotion. Verizon Business will waive the one-time installation charges which include Port charges and/or DS1 local loop access associated with the implementation of Integrated Internet Access, Local, Local Trunks, Private Internet Protocol Services, within the 48 contiguous US States under this Agreement. Customer will receive the promotional waiver for the length of the contract term. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

Additional Benefits: In addition to the monthly recurring charge, customers will receive the benefits of the Companion Intrastate Service as described in MCI Communications Services, Inc. d/b/a Verizon Business Services, Arizona Tariff No. 3.