



Interstate InterLATA Private Line Service Product Guide

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INTERSTATE INTERLATA PRIVATE LINE SERVICE

I. SERVICE OVERVIEW

A. General

Interstate InterLATA Private Line Services (the **Service**) provides a transmission path to connect two physically interstate interLATA Customer premises, a Customer premises and a Verizon hub, or a hub and an Expanded Interconnection multiplexing node or virtual collocation arrangement. The Service is currently available between New York and New Jersey. At least one of the Customer premises must be located outside the New York – New Jersey Corridor. The Service must be configured over (a) a Verizon provided physically interstate interLATA dedicated SONET ring (**DSR**) provided pursuant to private carriage agreement, or (b) a Verizon provided physically interstate interLATA integrated optical service provided pursuant to private carriage agreement and use the ring transport to cross the state boundaries. Service may be on-ring only or a combination of on-ring and off-ring, but if the Service goes off-ring, it must terminate in the same LATA where it leaves the ring. Only one end of the circuit may go off ring. The Service does not include service between points that are both within the New York – New Jersey Corridor (i.e., **Corridor Service**). Corridor Service is provided pursuant to applicable Verizon tariffs.

The Service is offered with the following service types

1. **Voice Grade Service (VG2)** provides frequency transmission capability in the nominal frequency range of 300 to 3000 Hz and may be terminated utilizing two-wire circuits. Voice Grade Service is offered with technical specifications package 2. VG2 must be multiplexed onto a DS1 or Enterprise DS1 in order to enter the ring.
2. **High Capacity 1.544 Mbps Service (DS1)** provides a digital channel for the transmission of nominal 1.544 Mbps isochronous serial data.
3. **High Capacity 44.736 Mbps Service (DS3)** provides a digital channel for the transmission of nominal 44.736 Mbps isochronous serial data.
4. **Groomed Enterprise DS1 Service** provides a digital facility for the transmission of nominal 1.544 Mbps isochronous serial data from which the Customer may derive VG2 channels. Groomed Enterprise DS1 Service is available from suitably equipped wire centers designated as Enterprise Service Hubs and may be provided in conjunction with High Capacity DS1 Service originating or terminating in New Jersey. Verizon will design the Service to the hub or ring node specified by the Customer for grooming. (New York only)
5. **Groomed Enterprise DS3 Service** provides a digital facility for the transmission of nominal 44.736 Mbps isochronous serial data from which the Customer may derive Groomed Enterprise DS1 Service, multiplexed High Capacity DS1 or High Capacity DS1 channels. Enterprise DS3 Service is available from suitably equipped wire centers designated as Enterprise Service

Hubs and may be provided in conjunction with High Capacity DS3 Service originating or terminating in New Jersey. Verizon will design the Service to the hub or ring Node specified by the Customer for grooming. (New York only)

II. TERMS AND CONDITIONS

A. Services

1. Customer and Verizon must enter a separate agreement (**Customer Agreement**) for the provision of the Services that includes rates, terms and conditions which are not materially different than contained in this Product Guide. In the event (i) Customer receives any Services without a Customer Agreement, or (ii) Customer purchases any Services after the expiration of a Customer Agreement, the rates terms and conditions of this Product Guide shall control. Verizon reserves the right to charge Verizon's standard rates as set forth in the Product Guide for those Services.

This Product Guide may include service or state specific terms. In the event of an inconsistency between the Product Guide and the Customer Agreement, the order of precedence is as follows, from (1) through (4): (1) the term or condition in the Customer Agreement; (2) the state-specific Product Guide term or condition; (3) the service-specific Product Guide term or condition; and (4) the General Terms of this Product Guide set forth in Section (III).

2. The Service may not be used for any unlawful purpose.
3. The facilities used to provide the Service will be exclusively of Verizon's choosing. Verizon may at any time substitute facilities used to provide the Service, or it may substitute comparable service for the Service being provided to Customer. Verizon facilities and equipment placed on Customer premises that are utilized by Verizon to provide Service remain the property of Verizon. Such facilities must be returned to Verizon by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.
4. Verizon's provision of Service is subject to authorization to operate in the jurisdiction(s) where the Services are provided. The obligation of Verizon to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet Customer's order for Service. Verizon will make all commercially reasonable efforts to secure the necessary facilities, providing such Service will not adversely affect Verizon's services.
5. Verizon reserves the right to perform network upgrades as required to maintain the Service performance. Verizon will make reasonably commercial efforts to perform these upgrades during the hours of 11 PM and 8 AM Eastern Time and to provide notice to Customer. Verizon reserves the right to perform maintenance at any time, at its discretion, when it believes such unscheduled maintenance is necessary to maintain Service or network performance.
6. Except as set forth in the Product Guide or Customer Agreement, Verizon is not subject to any performance intervals, performance measurements,

performance credits, penalty payments or the like associated with the provision of Services.

7. No license (other than the limited license to use) is granted by Verizon nor may be implied or arise by estoppel with respect to the Service.
8. Common carrier interstate services that may be used with the Service will be provided pursuant to the rates, terms, and conditions of applicable tariffs or separate agreement.
9. The use and restoration of Service during emergency conditions will be performed consistent with applicable law and regulation.

B. Service Termination by Customer

If Customer terminates the Service after the Customer Agreement is executed, Customer shall pay all applicable Charges for early termination of the Service as specified in the Customer Agreement. Termination of the Service must be provided in writing to Verizon and Verizon has up to thirty (30) days to complete the disconnection of the Service. Customer is responsible for all Charges for the Service during such thirty (30) days. This 30-day period begins on the day Verizon receives Customer's written termination notice.

C. Suspension of Services by Verizon

In addition to its rights to suspend Service as set forth above, Verizon may suspend, or limit use of the Services without liability and with notice as required by law to Customer, for the following reasons: a) The Service is being used in violation of any applicable federal, state, or local law, ordinance or regulation; b) The Services are being used in an unauthorized or fraudulent manner; c) The use of the Services adversely affects Verizon's equipment or its service to others; d) A court or other governmental authority having jurisdiction issues an order prohibiting Verizon from furnishing the Services to Customer; or e) Customer fails to pay undisputed charges for Services provided.

D. Notices

Notices under the Customer Agreement must be sent by first-class U.S. mail, postage prepaid, to the person or persons designated by Customer and Verizon. Notices are deemed effective five (5) business days after such mailing, or as otherwise specified in the Customer Agreement.

E. Charges and Taxes and Surcharges

1. Customer is responsible for payment to Verizon, or to any entity designated by Verizon as its collection agent, for all applicable rates and charges associated with the Service, including any applicable early termination charges (**Charges**). This responsibility for payment of the Charges is not changed by virtue of any use, misuse, abuse or fraudulent use of the Service by Customer or third parties including, without limitation, the Customer's employees or other members of the public. The Charges may include: (a) nonrecurring or one-time

Charges that are payable when the service with which they are associated has been performed; or (b) monthly recurring Charges which are not dependent on usage (which may be billed in advance). If an entity other than Verizon (e.g., another carrier or a supplier) imposes charges on Verizon in connection with the Service, those charges, along with any applicable Charges, will be imposed on Customer.

2. Verizon's Charges are exclusive of the following charges: (a) all applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added or other taxes (**Taxes**); and (b) all applicable surcharges, including but not limited to charges to recover amounts Verizon 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 (**Surcharges**). Examples of Surcharges include, but are not limited to Universal Service funding, license tax, permit fees, or franchise fees.
3. Verizon may elect to impose and collect such Taxes and/or Surcharges, unless otherwise constrained by court order or direction. Customer agrees to pay all Taxes and Surcharges imposed. If Customer provides Verizon with a duly authorized exemption certificate, Verizon will exempt Customer in accordance with law, effective on the date Verizon receives the certificate.
4. Any changes to, or imposition of, Taxes and Surcharges may be made without prior notice to Customer.

F. Billing and Payment

Verizon will invoice Customer monthly. Payments will be due net thirty (30) days from the invoice date unless a different due date appears on the invoice. Payments received after the due date may be subject to a late payment charge of 0.0005 in the State of New York or 0.00024657 in the State of New Jersey per month or the maximum rate permitted by law, whichever is lower, on all overdue amounts until Customer's account is current. Should Customer have a billing dispute, Customer must provide notice to Verizon in writing within thirty (30) days of the invoice date with an explanation of the disputed invoiced amount, and Customer shall pay the undisputed portion. If Verizon determines that a disputed charge was billed correctly, payment is due from Customer within five (5) days after Verizon advises Customer that the dispute is denied. Customer shall pay disputed amount by such date or commence Dispute Resolution procedures under Section (II)(L).

G. Disclaimer of Warranties and Limitation of Liability

1. Limited Warranty

VERIZON WILL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICES SUBSTANTIALLY IN ACCORDANCE WITH ANY SERVICE DESCRIPTIONS SET FORTH IN THIS PRODUCT GUIDE OR CUSTOMER AGREEMENT. IF THE SERVICES DO NOT FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH SUCH SERVICE DESCRIPTIONS, THROUGH NO FAULT OF CUSTOMER OR ITS AGENTS AND NOT DUE TO SCHEDULED MAINTENANCE, VERIZON'S SOLE

OBLIGATION IS TO REPAIR AND RESTORE THE SERVICES AT VERIZON'S EXPENSE AND TO PROVIDE TO CUSTOMER ANY CREDITS FOR THE AFFECTED SERVICES IN ACCORDANCE WITH THIS PRODCUT GUIDE OR CUSTOMER AGREEMENT. THE FOREGOING WARRANTY AND REMEDY IS VERIZON'S EXCLUSIVE WARRANTY AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY, UNLESS OTHERWISE STATED HEREIN OR IN THE CUSTOMER AGREEMENT. VERIZON HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

2. Liability Disclaimer

Nothing contained in this Section excludes or limits liability: (a) under Section (II)(K), Indemnification, or Section (II)(E), Taxes and Surcharges; (b) for any obligation to indemnify, defend and/or hold harmless that a party may have under the Customer Agreement; or (c) for direct damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person.

3. Force Majeure

Neither party is liable for any delay or failure in performance under the Customer Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, severe weather, cut cable, explosion, riot, embargo, acts of the Government or third parties, labor disputes or strikes, or unavailability of necessary facilities or equipment.

4. Liability Limitation

EXCEPT FOR PAYMENT BY CUSTOMER OF AMOUNTS OWED TO VERIZON FOR SERVICES PROVIDED UNDER THE CUSTOMER AGREEMENT, NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THE CUSTOMER AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. VERIZON'S LIABILITY TO CUSTOMER FOR ANY OTHER DAMAGES DUE TO FAILURES IN THE SERVICES OR OTHERWISE ARISING UNDER THIS PRODUCT GUIDE OR CUSTOMER AGREEMENT, WHETHER CAUSED BY VERIZON'S NEGLIGENCE OR BREACH OF THE CUSTOMER AGREEMENT, ARE LIMITED TO THE CHARGES FOR THE SERVICES AFFECTED BY ANY SERVICE FAILURE FOR THE PERIOD OF SUCH FAILURE, UNLESS OTHERWISE SPECIFIED AS PART OF A SERVICE LEVEL AGREEMENT HEREIN OR A CUSTOMER AGREEMENT. VERIZON

MAY FROM TIME TO TIME PROVIDE ADVICE, MAKE RECOMMENDATIONS OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES IN THE CUSTOMER AGREEMENT AND WHILE VERIZON SHALL USE REASONABLE EFFORTS IN THIS REGARD, CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY APPLIES TO THE PROVISION OF SUCH ADVICE, RECOMMENDATIONS AND ANALYSIS.

5. Limitation of Actions

A party may bring no action or demand for arbitration arising out of the provision of the Service more than two (2) years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state or federal law. Verizon will make no refund of overpayments by Customer unless the claim for such overpayment, together with proper evidence, is submitted within two (2) years from the date of the alleged overpayment.

H. Customer Responsibilities

1. With respect to each Customer designated premises where Services are provided, Customer is responsible for taking all steps necessary to interconnect the Service at such premises, including the payment of associated interconnection costs and those associated with Customer personnel, the securing of rights-of-way, and the furnishing of electrical power, heating, ventilating and cooling. The selection of AC or DC power must be mutually agreed to by Customer and Verizon.
2. Customer also undertakes (without limitation) to, obtain, install and maintain all equipment, materials and supplies necessary to interconnect terminal equipment or communications system of the Customer, or any third party acting as its agent (**Customer Equipment**), to the Service, as well as fulfillment of the following: (a) secure all licenses, permits, and other arrangements necessary for interconnection; (b) make necessary arrangements in order that Verizon will have access to such locations at reasonable times for installing, testing, repairing or removing the Service; (c) protect the privacy of any communications carried over Verizon's or its affiliate's facilities; (d) ensure that Customer Equipment is properly interfaced with the Service and emits signals that: (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 generally accepted minimum protective standards of the telecommunications industry as endorsed by the FCC; and (iii) do not damage Verizon or its affiliates' facilities, injure their personnel or degrade service to other Verizon customers or that of its affiliates.
3. If Customer (or its agent, contractor, or user) fails to maintain and operate Customer Equipment properly, which creates harm or the imminent threat of harm to Verizon's network, Verizon personnel or other Verizon services, Verizon may require the use of protective interface equipment at Customer's expense. If this action fails to produce satisfactory quality and safety results, Verizon may, with notice as may be practical under the circumstances,

suspend the Service without liability. During any such period of suspension, any credit allowance for Service interruptions set forth herein does not apply. Customer shall also reimburse Verizon for damages to Verizon facilities caused by the negligence or willful act of Customer, resulting from Customer's improper use of the Customer Equipment or the Service.

4. The Services may be connected with the services or facilities of other carriers. Verizon may, when authorized by Customer and agreed to by Verizon, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Verizon's network or to the network of an underlying carrier or service. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.
5. Customer must notify Verizon of any Service Interruption. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer and is not in the Customer Equipment.
6. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of Services.
7. Neither Customer nor its agents, subcontractors, third parties or users may rearrange, disconnect, move, remove, modify, or attempt to repair any facilities or Service provided by Verizon, other than by connection or disconnection to any interface means used, without the prior written consent of Verizon.
8. Customer is responsible to perform any error detection and error correction of data generated by Customer Equipment. Verizon assumes no responsibility for the quality of the signal generated by the Customer or any Customer Equipment and will deliver the signal to the receiving location in the same format and condition as generated by Customer.

I. Default

If Verizon fails to substantially perform its obligation to provide any Service in accordance with the Customer Agreement, or if Customer fails to substantially perform its obligations hereunder in connection with any Service, and such failure is not cured within thirty (30) calendar days following receipt of a default notice in writing from the other party, then the non-defaulting party has the right to terminate the specific Service to which the default pertains. Verizon may also terminate the Customer Agreement if Customer fails to pay any invoice (excluding Disputed Claim amounts) within thirty (30) days after the invoice date, which failure has not been cured within ten (10) days of receiving notice of the failure to pay. Upon termination of such Service, Customer is liable for any unpaid charges for the terminated Service incurred up to the time of termination of such Service. If such termination is due to the default of Customer, then Customer is required to pay the applicable termination liability charges. The Agreement may not be terminated, and continues in effect, with respect to all other Services that are not the subject of such default. Termination of any Service for any cause does not release either party from any

liability which at the time of termination had already accrued or which thereafter accrues for any act or omission occurring prior to the termination or from an obligation which is expressly stated in the Agreement to survive termination.

J. Intellectual Property

1. Any Customer Agreement entered by Verizon with Customer may not be construed as granting a license by either party with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property. Except as expressly stated in the Customer Agreement or in accordance with the terms of a separate license agreement between the parties granting such rights, neither party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other party.
2. CUSTOMER AGREES THAT VERIZON HAS NOT MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY CUSTOMER OF VERIZON'S SERVICES PROVIDED UNDER THIS PRODUCT GUIDE MAY NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

K. Indemnification

1. Each party (**Indemnifying Party**) shall indemnify, defend and hold harmless the other party, each from and against any and all Third Party Claims (as defined below) that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligence or intentionally wrongful acts or omissions of the Indemnifying Party in connection with the Service. **Third Party Claims** means a claim where there is (a) a claim, demand, suit or action by any third party, (b) a settlement with, judgment by, or liability to, any third party, or (c) a fine or penalty imposed by any third party.
2. Customer (the **Indemnifying Party** under this Section (II)(K)(2)) shall indemnify, defend and hold harmless Verizon, its affiliates, directors, officers and employees (the **Indemnitees** under this Section (II)(K)(2)) from any Third Party Claim arising out of the content of communications transmitted by Customer in its use of the Services, including but not limited to libel, slander, and invasion of privacy.
3. Verizon (the **Indemnifying Party** under this Section (II)(K)(3)) agrees at its own cost to defend Customer, its affiliates, directors, officers, and employees (the **Indemnitees** under this Section (II)(K)(3)) or, at its option, to settle, any Third Party Claim brought against the Indemnitee and to indemnify Indemnitee against any final judgment awarded against the Indemnitee alleging that the Service or Indemnitee's use of such Service as authorized herein infringes any valid United States patent, trademark, copyright, or other third party proprietary rights. If such Third Party Claim has occurred or in the Indemnifying Party's

judgment is likely to occur, the Indemnitee agrees to allow the Indemnifying Party (at its option and expense), to procure the right for the Indemnitee to continue using the applicable Service or to replace or to modify such Service so that it becomes non-infringing, or to terminate the infringing Service without liability to either party, except that the Indemnitee remains obligated to pay for such Services rendered prior to the termination pursuant to this section. The Indemnifying Party's obligations under this section do not apply to any Third Party Claim arising out of the Indemnitee's modification of the Services or combination of the Services with other services or products of Customer or any third party. The foregoing states the entire obligation of the Indemnifying Party to the Indemnitee, and is the Indemnitee's sole and exclusive remedy with respect to any Third Party Claim arising under this Section (II)(K)(3) or any other infringement of any intellectual property right of any kind, and the Indemnifying Party disclaims all warranties and other obligations with respect thereto.

4. The defense and indemnification obligations set forth in this Section (II)(K) are contingent upon (1) the Indemnitee providing the Indemnifying Party prompt, written, and reasonable notice of any Third Party Claim subject to indemnification, (2) the Indemnitee granting the Indemnifying Party the right to control the defense of the same, and (3) the Indemnitee's full cooperation with the Indemnifying Party in defense of the Third Party Claim, including providing information and assistance in defending such claim. Nothing herein, however, restricts the Indemnitee from participating, on a non-interfering basis, in the defense of the Third Party Claim at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the Indemnifying Party on behalf of the Indemnitee that includes obligations to be performed by the Indemnitee (other than payment of money that will be fully paid by the Indemnifying Party under this Section (II)(K)) without Indemnitee's prior written approval.
5. Each party's obligations under this Section (II)(K) will survive expiration, cancellation or termination of the Customer Agreement and provision of the Service.

L. Dispute Resolution

Any controversy, claim, or dispute (**Disputed Claim**) arising out of, or relating to, the provision of the Service must follow the dispute resolution process set forth herein or in the Customer Agreement. Any Disputed Claims, other than claims relating to indemnification and equitable relief, that are not resolved by the parties directly must be resolved by binding arbitration of a single arbitrator in accordance with the rules of the American Arbitration Association at a mutually agreed upon location. The decision of the arbitrator must be based upon the Customer Agreement and applicable law. The decision of the arbitrator must be reduced to writing, is final and binding except for fraud, misconduct, or errors of law, and judgment upon the decision rendered may be entered in any court having jurisdiction thereof. In all arbitrations, the arbitrator must give effect to applicable statutes of limitation subject to limitation of actions terms set forth in the Customer Agreement and does not have authority to award relief in excess of what the Customer Agreement provides, to award punitive damages, or to order consolidation or class arbitrations. Claims

under the Customer Agreement must be pursued on an individual basis in accordance with the procedure noted herein. Even if applicable law permits class actions or class arbitrations, the procedure agreed to herein applies and the parties waive any rights to pursue any claim arising under the Customer Agreement on a class basis.

M. Confidential Information

Except as required by law or regulation, each party promises that during the Service Period stated in each Exhibit, as applicable, and for three (3) years after, it will use the other party's Confidential Information only for purposes of the provision of the Service, 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 the Service or the Customer Agreement; (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 Service Period of the Customer Agreement. 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.

N. Law Enforcement

1. Each party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by applicable law in matters related to the Services provided by it under the Customer Agreement, including the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.
2. A party does not have the obligation to inform the other party or the Customers of the other party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by applicable law.

O. Independent Contractor Relationship; No Agency

The personnel of Customer and of Verizon are not agents or employees of the other and Customer and Verizon are each an independent contractor for all purposes and at all times in connection with provision of the Service. Except as otherwise provided herein, neither Customer nor Verizon 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.

P. Assignment

Either party may assign the Customer Agreement or any of its rights hereunder to an affiliate or successor upon notice to the other party. If Customer assigns the Customer Agreement to an affiliate or successor, then that affiliate or successor must meet Verizon's creditworthiness standards for the assignment to become effective. Any attempted transfer or assignment of the Customer Agreement by one party to any other third party without prior written consent is null and void.

Q. Compliance with Laws

Each party shall comply with the provisions of all applicable federal, state, and local laws, ordinances, regulations and codes in its performance under the Customer Agreement. The Service is subject to such orders, rulings, and tariffs now or hereafter issued or filed with the Federal Communications Commission (**FCC**) and/or the applicable state regulatory commission if and to the extent required by law. In the event of a conflict between the terms of any such tariffs and this Product Guide or the Customer Agreement, the terms of such tariffs will apply to the extent required under applicable law.

R. Applicable Law

The laws of the State of New York will apply, without regard to choice of law provisions.

S. Good Faith Performance

The parties shall act in good faith in their performance of the Customer Agreement. Except as otherwise expressly stated in the Customer Agreement (including where consent, approval, agreement or a similar action is stated to be within a party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Product Guide or the Customer Agreement, such action will not be unreasonably withheld, conditioned or delayed.

T. Consent to Use of Customer Proprietary Network Information (**CPNI**)

Verizon 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 Verizon, as well as related local and toll billing information, made available to Verizon solely by virtue of Customer's relationship with Verizon. With

Customer consent, Verizon may share Customer CPNI and other Confidential Information among its affiliates, 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). By signing the Customer Agreement, Customer consents to Verizon using and disclosing Customer CPNI as described above. Customer may refuse CPNI consent by signing the Customer Agreement and by notifying Verizon in writing 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.

III. SERVICE COMPONENTS

A. Components

Service components consist of Channel Terminations, Channel Mileage, Ports, Integrated Optical Service Riders and optional features and functions.

1. Channel Terminations (off-ring portion of circuit only)

Channel Terminations provide for the communications path on an off-ring portion of a circuit between a Customer premises and the serving wire center of that premises.

2. Channel Mileage (off-ring portion of circuit only)

Channel Mileage rates (fixed and per mile) apply for the transmission facilities on an off-ring portion of a circuit between:

- a. a Verizon provided interstate interLATA ring node (e.g., DSR or integrated optical service) and a Verizon Hub where multiplexing functions are performed or an Enterprise Service Hub where grooming functions are performed for the purpose of interconnecting two multiplexed facilities.
- b. a Verizon provided interstate interLATA ring node (e.g., DSR or integrated optical service) and a location where Verizon provided point-to-point SONET broadband transport multiplexing capability occurs;
- c. a Verizon provided interstate interLATA ring (e.g., DSR or integrated optical service) and a multiplexed or groomed facility with a channel of a lesser capacity;
- d. two Verizon provided interstate rings;
- e. an Expanded Interconnection multiplexing node or a virtual collocation arrangement and a Verizon Hub where multiplexing functions are performed. The facilities connecting such locations must be purchased

under this Product Guide or under the applicable Verizon Telephone Companies Tariff FCC No. 1 or 11;

- f. two Verizon Hubs (including connection to locations where Verizon provided point-to-point SONET broadband transport multiplexing capability occurs) ordered under this Product Guide;
- g. a Verizon Hub ordered under this Product Guide and a Verizon Hub ordered under the applicable Verizon Telephone Companies Tariff FCC No. 1 or 11;
- h. a groomed facility ordered under this Product Guide and a groomed facility order under The Verizon Telephone Companies Tariff FCC No. 11; and
- i. a serving wire center associated with an end user premises and a Verizon Hub purchased under this Product Guide or under the applicable Verizon Telephone Companies Tariff FCC No. 1 or 11 (including connection to locations where Verizon provided point-to-point SONET broadband transport multiplexing capability occurs).

3. Ports

- a. DSR Ports (on-ring portion of circuit only)

A Port on an interstate interLATA DSR allows a lower level signal to ingress or egress to or from a dedicated SONET ring. A Port may be used to leave the ring node and connect to another Verizon service.

- b. DSR Ports are provided in the following protocols:

- 1. DS1
- 2. DS3
- 3. DS3 Transmux

DS3 Transmux – performs a DS3 to DS1 conversion at a DSR node. The DS3 to DS1 conversion allows a single DSR DS3 Transmux port to be a facility associated with up to twenty-eight (28) VT1.5 mapped DSR DS1 ports. DS3 Transmux is not available with Groomed Enterprise Service.

DS3 Transmux Ports utilize a DS3 Transmux Facility to which VT1.5 mapped DSR DS1 ports are associated. Such facility will be provisioned upon ordering the associated DS3 Transmux port.

4. Integrated Optical Service Riders (on-ring portion of circuit only)
 - a. A Rider on an interstate interLATA integrated optical service allows a lower level signal to ingress or egress to or from such service. A Rider may be used to leave the ring node and connect to another Verizon service. Riders are only available on a protected basis. A protected Rider allows for a single signal from the Customer to be duplicated and sent over separate routes (working and protect).
 - b. Integrated Optical Service Riders are provided in the following protocols under this Product Guide:
 1. DS1
 2. DS3

5. Optional Features and Functions

- a. **Voice Grade Signaling Capability** provides for the process by which one Customer designated premises alerts another Customer designated premises on the same service with which it wishes to communicate.
- b. **Multiplexing DS3 to DS1** converts a High Capacity DS3 channel to twenty-eight (28) DS1 channels using digital time division multiplexing.
- c. **Multiplexing DS1 to Voice** converts a High Capacity DS1 channel to twenty-four (24) channels for use with Voice Grade Services.
- d. **Clear Channel Capability (CCC)** provides a Bipolar with Eight Zero Substitution (**B8ZS**) encoding technique that allows a Customer to transport 1.536 Mbps information rate signals over a DS1 with no constraint on the quantity or sequence of ones (mark) and zero (space) bits. This arrangement allows Customers to derive 64 kbps clear channels.
- e. **Shared Network Arrangement** allows for the connection of one or more of the Service Users' services to a Host Customer's multiplexed or groomed service, with Verizon maintaining separate records and billing for each. Verizon will split the billing at the multiplexer for each service connected to the multiplexer. Each Customer will be billed for those rate elements associated with its own portion of the service configuration. Under no circumstances will the rates or charges for individual rate elements be split.

The Host Customer and Service User must coordinate with each other for the design, testing and maintenance of the service(s). Each Customer shall be responsible for reporting Service Interruptions for its portion of the Service.

- f. **Enhanced Ordering Option (EOO)** is similar to a Shared Network Arrangement except that the Host Customer is a collocated Customer

and the Service User is ordering services to the collocated Customer's multiplexing node or virtual collocation arrangement. EOO rates and charges apply in New York only.

IV. SERVICE SPECIFIC TERMS AND CONDITIONS

A. Deployment and Availability

1. The Service is offered as a jurisdictionally and physically interstate interLATA service. If the service is not jurisdictionally and physically interstate interLATA, then Customer shall inform Verizon of the same and shall purchase such services (if available and offered by Verizon) pursuant to the applicable arrangement offered by Verizon (e.g., tariff or contract as may be required under applicable state law).

Where suitable facilities and equipment are not sufficient or do not exist to provide the off-ring portion of a circuit, Verizon may provide the Service subject to New Construction charges. If the Customer agrees to the New Construction charges, rates and charges will be posted as may be required by law.

2. The Service is currently available between locations in New York and New Jersey that are outside of the New York – New Jersey Corridor but within the operating territories of Verizon New York Inc. (excluding locations in Connecticut) and Verizon New Jersey Inc. or between one location that is inside and one location that is outside the New York – New Jersey Corridor within the operating territories of Verizon New York Inc. and Verizon New Jersey Inc. The Service is not currently available between locations that are within New York or between locations within New Jersey. For example, a circuit cannot be provisioned between LATA 224 and LATA 222 in NJ. Service that is between locations that are both within the New York – New Jersey Corridor is offered pursuant to applicable Verizon tariffs.
3. The Service may only be ordered and installed subsequent to the installation of a Verizon provided interstate interLATA ring.

B. Connection to Other Services

The off-ring portion of a circuit may connect to Verizon provided point-to-point SONET service where technically and operationally feasible as determined by Verizon. Two (2) point-to-point SONET service ports will apply for the portion of the service that is riding the point-to-point SONET service.

C. Service Interruptions

1. General

Service Interruption is defined as a condition which renders the Service unusable to Customer solely as a result of failure of a facility or equipment within the Verizon network that is used to furnish Service under this Product Guide. Verizon reserves the right to determine when the Service is unusable based on its internal procedures. A Service Interruption period starts when

Verizon is notified by Customer that the Service is inoperative. Notification must be in a manner and format designated by Verizon.

2. Basic Service Level Agreements (**SLAs**)

Subject to Section (V)(C)(4) following, Customer is eligible to receive certain credits (as set forth in more detail below) (**Credit Allowance**) on an affected Service if such Service experiences a Service Interruption.

- a. The Customer shall be credited for a Service Interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the Service for each period of 30 minutes or major fraction thereof, i.e., over 15 minutes, that the interruption continues.
- b. Service Guarantee Credit Allowance

An additional Service Guarantee Credit Allowance will apply, per circuit, in the event that such Services experience a Service Interruption of four (4) or more consecutive hours.

<u>Service</u>	<u>Service Guarantee</u>
Voice Grade	\$ 20.00
DS1*, Enterprise DS1	\$160.00
DS3*, Enterprise DS3	\$400.00

* including Ports

- c. On Time Provisioning

High Capacity and Enterprise DS1 and DS3 Service will be installed and available for Customer use no later than the Confirmed Due Date. Failure of Verizon to meet the Confirmed Due Date will result in the credit of all applicable nonrecurring charges for each Service associated with the missed commitment. On Time Provisioning Credit Allowances are the exclusive remedy for the missed commitment.

3. Enhanced SLAs

Enhanced SLAs specify performance criteria against which actual performance will be compared on a monthly basis. Enhanced SLAs provide a Customer with a Credit Allowance (as specified in more detail below) on an affected Integrated Optical Service Rider in the event Verizon does not meet the defined performance criteria with respect to that Service. For purposes of this Section (IV)(C)(3), Service is defined as the Protected Riders on the Customer's Integrated Optical Service network.

Ca. General

1. Enhanced SLAs include the following:
 - Service Availability as set forth in Section (IV)(C)(3)(b) following, and
 - Mean Time To Restore as set forth in Section (IV)(C)(3)(c) following.
2. SLA Credit Allowances apply only to Integrated Optical Service Riders, each of which must have been in-service for one calendar month.
3. The Enhanced SLA monitoring period is based on a calendar month.
4. Maximum Amounts of Enhanced SLA Credit Allowance

For any calendar month, the combined total of any Enhanced SLA Credit Allowances applied to an affected rate element may not exceed the total monthly recurring charges (**MRCs**) billed to the Customer of record for that service component's rate element for that month.
5. To receive Credit Allowance, Verizon must receive a written request for such credit from the Customer within thirty (30) calendar days of the end of the applicable SLA monitoring period. The Customer's request for a Credit Allowance must be submitted to the appropriate Verizon entity (office or interface) in a manner prescribed by Verizon. The request must include a list of all impacted circuit/connection identification numbers and the type of Credit Allowance requested for each circuit/connection. Credit Allowances are subject to verification by Verizon through its own monitoring systems and procedures.
6. All Service performance and provisioning measurements are conducted using Verizon monitoring systems and procedures. Verizon may change these systems and procedures at its sole discretion.

b. Service Availability

1. **Service Availability** is defined as the percentage of time during a calendar month that the rate element (i.e., Integrated Optical Service Riders) is available for use by Customer.
2. Service Availability is calculated based upon the total number of minutes in a calendar month that Customer was actually in service divided by the total number of minutes in such month for all Affected Services.

3. The Service Availability threshold for a Protected Rider is 99.999%. Subject to Section (IV)(C)(4) following, if Service Availability for a Protected Rider is less than the threshold, then a Service Availability SLA Credit Allowance equal to twenty-five percent (25%) of the MRCs will apply for the associated Appearances that do not achieve the threshold. Verizon will not round up the calculation to meet the threshold.
 4. The Service Availability SLA Credit Allowance does not apply when one or more of the conditions set forth in Section (IV)(C)(4) apply.
- c. Mean Time to Restore
1. Mean Time to Restore (**MTTR**) applies to a Customer-reported Service Interruption on a rate element that is within Verizon's network (outside plant or Central Office).
 2. MTTR for a calendar month shall be the average of all ticket outage duration, or Time to Restore (TTR), as calculated by Verizon. The TTR is the Restored Date and Time (the trouble ticket closed time) minus the reported Date and Time (the trouble ticket start time) minus any stop clock time associated with hold, no access, or suspend that was logged against the trouble report. Stop clock time includes, but is not limited to, the following times:
 - a. Periods when Customer testing is occurring.
 - b. Periods when Customer is working on its own CPE and has not yet released the connection to Verizon for maintenance, testing, or repair.
 - c. Periods when Verizon is awaiting Customer authorization to commence work on the connection.
 - d. Periods when Verizon is denied access to Premises or Facilities as necessary to diagnose, repair, or test a connection.
 - e. Periods following repair of a connection when the ticket is held open by Customer to ensure the trouble is resolved.
 - f. Periods when pre-defined maintenance windows have been established between Verizon and Customer.
 3. MTTR is calculated by summing TTR for all measured tickets for the Customer for the month and dividing by the total number of tickets for that Customer during that month.
 4. MTTR excludes any subsequent reports (i.e., additional Customer inquiries while the trouble is pending), CPE troubles, trouble found on the Customer's side of the point of demarcation, troubles closed

due to Customer action, and troubles repaired by Verizon prior to receipt of a trouble report on that connection.

5. If the MTTR for a Protected Rider is greater than 2.5 hours, a one-time MTTR SLA Credit Allowance equal to one hundred percent (100%) of the MRC applies per Appearance rate element that was the subject of a trouble ticket during the monitoring period whose open duration exceeded 2.5 hours.
 6. The MTTR SLA Credit Allowance does not apply when one or more of the conditions set forth in Section (IV)(C)(4) apply.
4. When a Credit Allowance Does Not Apply
- Services will not be included in performance measurements and Credit Allowance will not apply for the following reasons:
- a. On Time Provisioning SLA
 1. Provision of Service is delayed or prevented due to the acts or omissions of the Customer or a party authorized by the Customer to use the Service; or
 2. Provision of Service is delayed or prevented due to failures in power, equipment, service, or systems provided by the Customer or by persons other than Verizon; or
 3. The Customer's premises is inaccessible; or
 4. The Customer changes the order after receiving the FOC due date from Verizon; or
 5. The Customer requests an expedited Due Date; or
 6. The Customer changes its interface requirements; or
 7. The Customer is not ready to accept Service; or
 8. Building facilities are not ready (includes space, cable support structures, building risers, and entrance facilities to be provided by persons other than Verizon); or
 9. The Customer orders termination beyond the network interface; or
 10. The Customer requests installation that is not standard or installation requires New Construction; or
 11. Where facilities sufficient to provision the order do not exist; or
 12. The order is for Service changes, Service Rearrangements, or Moves, as described in Section (VI)(E)(2) following ; or

13. Provision of Service is delayed or prevented due to Verizon's provision of National Security Emergency Preparedness telecommunications service; or
 14. Provision of Service is delayed or prevented due to a Force Majeure event.
- b. Service Interruptions/Mean Time to Restore/Availability
1. When Customer fails to report the Service Interruption to Verizon, or fails to report in a manner consistent with the processes or procedures outlined by Verizon; or
 2. When the Service Interruption was caused in whole or in part by the act or omission of Customer or a party authorized by Customer to use the Service; or
 3. When the Service Interruption was due to the failure of power, equipment, service, or systems provided by Customer or third parties; or
 4. For any period of Service Interruptions in which Verizon is not afforded access to the premises where the Service is terminated; or
 5. For any period of Service Interruptions in which Customer has agreed to release the Service to Verizon for maintenance purposes, for Service Rearrangements or Moves as described in Sections (VI)(E)(3) and (VI)(E)(4) following, respectively, or for the implementation of an order for a change in the Service; or
 6. For any period of scheduled maintenance or scheduled downtime where Customer has received prior notification from Verizon; or
 7. For any period of temporary discontinuance of Service due to characteristics and methods of operation of any circuits, facilities, or equipment not provided by Verizon and associated with the facilities utilized to provide Services under this Product Guide which interfere or impair the Service provided by Verizon; or
 8. For any period of Service Interruption when Customer elects not to release the Service for testing and/or repair; or
 9. For any Service Interruption caused by or related to a Force Majeure event.

D. Conversions and Upgrades

Customers who wish to convert existing Service to a Verizon service that is jurisdictionally but not physically interstate may do so without termination liability as long as (a) the total capacity of the service purchased by the Customer is not less

than the total capacity of the services being disconnected and (b) the Commitment Period of the replacing service is equal to or longer than the Commitment Period of the Service being disconnected.

E. Shared Use of Switched and Special Access

Shared Use of Switched and Special Access is not permitted.

V. APPLICATION OF CHARGES

A. Rate Structure

1. Channel Terminations

- a. Monthly recurring rates and nonrecurring charges for Channel Terminations apply for each Channel Termination terminated at an off-ring Customer designated premises.
- b. A Channel Termination monthly rate will apply even when the Customer designated premises and the serving wire center are located in the same Verizon building except for terminations at an Expanded Interconnection multiplexing node or virtual collocation arrangement.
 1. The Channel Termination rate structure for High Capacity DS3 Service differs based upon whether or not the Channel Termination is at a primary or secondary premises. A **Primary Premises** is a Customer designated premises where a DS3 Mbps Service channel is either originated or terminated. Only one end of the channel can be a Primary Premises. A **Secondary Premises** is any Customer designated premises other than the Primary Premises.
 2. Monthly recurring rates for High Capacity DS3 Service Channel Terminations at a Primary Premises apply on a tapered schedule. The rate to be billed for each Channel Termination is based on a count of the total eligible Channel Terminations provided under this Product Guide that are in service and in billing at the end of the bill period whether provided on a month-to-month basis or under some combination of month-to-month, discount plan and TPP.
- c. Office Channel Termination and Virtual Office Channel Termination cross connects apply for terminations at an Expanded Interconnection multiplexing node or virtual collocation arrangement in accordance with applicable state rates, terms and conditions.
- d. Nonrecurring charges apply to each installation of Service. Orders for VG2 and DS1 are subject to a first and additional nonrecurring charge rate structure. A First Nonrecurring Charge will apply, per Channel Termination, for the initial Service ordered. An Additional Nonrecurring Charge will apply, per Channel Termination, for each additional Service which is ordered at the same time on the same order, for the same due

date and between the same premises, provided the Service and operating characteristics are identical to the initial Service ordered.

e. Non-Standard Premises Connection

A Non-Standard Premises (**NSP**) Connection Charge will apply, per Customer, per NSP, for the installation of the first Verizon-provided DS1 or DS3 at an NSP except when New Construction has already been assessed to such premises for the provision of Service to that Non-Standard Premises. Any additional Services ordered to the same NSP by the same Customer will not be subject to the NSP Connection Charge.

The NSP Connection Charge applies in addition to the nonrecurring charges for the associated Channel Termination rate elements(s). The NSP Connection Charge covers the termination of the transmission facility from the serving wire center of the Customer designated premises to the NSP and installation of a demarcation point.

When the Customer requests Service at an NSP that requires the installation of more than 3,000 feet of cable between the serving wire center of the Customer designated premises and the NSP and/or more than \$1,000.00 in contracting services (e.g., trenching, rodding, boring, placing conduit, handholes and poles, obtaining permits, etc.), such installation will be subject to New Construction charges instead of the NSP Connection Charge.

2. Channel Mileage

a. A fixed rate and a per mile Channel Mileage monthly recurring rate applies per mile.

b. Mid-Link Charge

A Mid-Link Charge applies to Channel Mileage between two Verizon Hubs* in the Verizon New York Inc. operating territory where cascade multiplexing is performed, unless the two Hubs are located in the same wire center or Enterprise Service provides the transport between Hubs. A Mid-Link Charge does not apply to a ThruPath Connection.

c. ThruPath Connection Charge

A ThruPath Connection Charge applies for each lesser capacity channel in the Verizon New York Inc. operating territory arranged between two multiplexed facilities or groomed Enterprise Service facilities, or between the multiplexed or groomed facility and the Verizon provided DSR central office node, Verizon provided integrated optical service node or Verizon provided point-to-point SONET service multiplexing node, as applicable. The two derived channels are interconnected to create a single channel of a lesser capacity between the two multiplexed or groomed facilities.

3. Ports

a. DSR Ports

1. Nonrecurring Charges

The First Nonrecurring Charge applies to the first of each port type and speed installed at a node. The Additional Nonrecurring Charge applies for each additional port of the same type and same speed added at the same node on the same order. For example, if a Customer places an order for ten (10) DS3 Ports at the same OC48 node, one First Nonrecurring Charge and nine Additional Nonrecurring Charges will apply for the DS3 Ports.

When a lower level service interconnects the main and one (1) or more of the subtending ring(s) through two (2) separate points of interconnection with each subtending ring, one Dual Node Cross-Connect Charge applies per lower level service provided across the interconnecting port nodes, regardless of the number of subtending rings involved. The Dual Node Cross-Connect Charge does not apply when a lower level service interconnects the main and subtending ring(s) through a single point of interconnection.

2. Monthly Recurring Rates

Monthly recurring rates apply per Port.

b. Point-to-point SONET service Ports

Monthly recurring rates apply per DS1, DS3 or DS3 Transmux Port.

The rates and charges for the DS3 Transmux Port include the provision of the associated DS3 Transmux Facility. At the multiplexer (node) associated with the DS3 Transmux Facility of the point-to-point SONET service, DS1 port rates and charges do not apply to drop individual DS1 channels for termination via the DS3 Transmux Facility at that location.

4. Integrated Optical Service Riders

For each Integrated Optical Service Rider, monthly recurring rates apply at the ingress and egress locations (Appearances) on the integrated optical service. Two Appearances (one for ingress and one for egress) apply for an Integrated Optical Service Rider provided in a point-to-point (node-to-node) configuration.

5. Optional Features and Functions

a. Multiplexing Arrangements

Monthly recurring rates apply per arrangement.

b. Clear Channel Capability

A nonrecurring charge applies, per DS1, for Clear Channel Capability installed subsequent to the initial installation of the DS1 in New York. A charge equal to the Channel Termination nonrecurring charge applies, per DS1, for Clear Channel Capability installed subsequent to the initial installation of the DS1 in New Jersey.

c. Shared Network Arrangement

A nonrecurring charge applies per service order.

d. Enhanced Ordering Option

A monthly recurring rate and nonrecurring charge apply, per DS1 or DS3 ordered with the Enhanced Ordering Option in New York only. In addition, a nonrecurring charge applies per service order.

B. Pricing Plans

Unique pricing plans may apply at the New York end of the circuit and the New Jersey end of the circuit; however the Customer must order the same length Commitment Period for the entire circuit.

1. Verizon New York Inc.

Where the Service Discount Plan is requested to be provided coincident with the connection of new Service, it will be effective with the establishment of Service.

Where the Service Discount Plan is requested to be provided on an existing Service, the plan will be effective on the date Verizon receives the order requesting the plan.

The discount percentage is applied to the Base Rates. Such rates may change during the Commitment Period, causing an increase or decrease in the monthly recurring rates applicable to the Customer. In no case will the Base Rate exceed the non-discounted monthly recurring rate for the Service.

- a. VG2 is available on a month-to-month basis or, at the option of the Customer, under a Service Discount Plan of three (3) years or five (5) years. The following discount percentage is applied to the Channel Termination, Channel Mileage monthly recurring rates. Such rates may change during the Commitment Period, thereby causing an increase or decrease in the rates applicable to the Customer. At the end of its selected Commitment Period, the prevailing rates of the current plan will continue on a month-to-month basis until the Customer cancels Service or requests a new Service Discount Plan.

3 years	10%
5 years	20%

- b. High Capacity DS1 is available on a month-to-month basis or, at the option of the Customer, under a Service Discount Plan of two (2), three (3), four (4), five (5) or seven (7) years. The following discount percentage is applied to the Channel Termination and Channel Mileage monthly recurring rates. Such rates may change during the Commitment Period, thereby causing an increase or decrease in the rates applicable to the Customer. At the end of its selected Commitment Period, the prevailing rates of the current plan will continue on a month-to-month basis until the Customer cancels Service or requests a new Service Discount Plan.

2 years	15%
3 years	25%
4 years	30%
5 years	35%
7 years	40%

- c. High Capacity DS3 is available on a month-to-month basis or, at the option of the Customer, under a Service Discount Plan of two (2), three (3), four (4), five (5), seven (7) years or ten (10) years. The following discount percentage is applied to the Channel Termination, Channel Mileage and Enhanced Ordering Option monthly recurring rates. Such rates may change during the Commitment Period, thereby causing an increase or decrease in the rates applicable to the Customer. At the end of its selected Commitment Period, the prevailing rates of the current plan will continue on a month-to-month basis until the Customer cancels Service or requests a new Service Discount Plan.

2 years	5%
3 years	10%
4 years	25%
5 years	35%
7 years	40%
10 years	40%

- d. Groomed Enterprise DS1 is available on a month-to-month basis or, at the option of the Customer, under a Service Discount Plan of two (2), three (3), four (4), five (5), or seven (7) years. The following discount percentage is applied to the Channel Mileage monthly recurring rates. Such rates may change during the Commitment Period, thereby causing an increase or decrease in the rates applicable to the Customer. At the end of its selected Commitment Period, the prevailing rates of the current plan will continue on a month-to-month basis until the Customer cancels Service or requests a new Service Discount Plan.

2 years	5%
3 years	15%
4 years	20%
5 years	25%
7 years	30%

- e. Groomed Enterprise DS3 is available on a month-to-month basis or, at the option of the Customer, under a Service Discount Plan of two (2), three (3), four (4), five (5), or seven (7) years. The following discount percentage is applied to the Channel Mileage monthly recurring rates. Such rates may change during the Commitment Period, thereby causing an increase or decrease in the rates applicable to the Customer. At the end of its selected Commitment Period, the prevailing rates of the current plan will continue on a month-to-month basis until the Customer cancels Service or requests a new Service Discount Plan.

2 years	5%
3 years	10%
4 years	25%
5 years	35%
7 years	40%

- f. Dedicated SONET ring Ports are available on a month-to-month basis or, at the option of the Customer, under a Term Plan of three (3) or five (5) years. Ports added subsequent to the initial installation of the ring may be coterminous to the expiration date of the ring provided the addition is prior to the twenty-first (21st) month for a three (3) year plan or prior to the thirty-sixth (36th) month for a five (5) year plan. Ports added after the aforementioned periods require extending the Commitment Period for an additional one year for a three (3)- year plan or an additional two (2) years for a five (5)- year plan. Ports purchased on a Month-to-Month plan may be added at any time. Once a term plan expires, the prevailing monthly recurring rates of the current plan will continue until the Customer cancels Service or requests a new term plan.
- g. Point-to-point SONET service Ports are available on a month-to-month basis or, at the option of the Customer, under a Term Plan of three (3) or five (5) years. Once a term plan expires, the prevailing monthly recurring rates of the current plan will continue until the Customer cancels Service or requests a new term plan.
- h. Integrated Optical Service Riders are available on a month-to-month basis, or at the option of the Customer, under a Term Plan of two (2), three (3), five (5) or seven (7) years. Once a term plan expires, the prevailing monthly recurring rates of the current plan will continue until the Customer cancels Service or requests a new term plan.

2. Verizon New Jersey Inc.

When requesting any Term Pricing Plan (TPP) activity regarding Channel Terminations, the Customer must specify by billing account and circuit identification number which circuits are to be affected.

Customers have the option of purchasing Channel Terminations under one plan and channel mileage under another plan or on a month-to-month basis. The fixed and per mile channel mileage rate elements for a given circuit must be

included in the same TPP and have the same service date; the Channel Termination and associated multiplexer must also be included in the same plan and have the same service date.

- a. VG2 is available on a month-to-month basis or, at the option of the Customer, under a TPP of three (3) years or five (5) years. Under a TPP, the Customer subscribes to longer Commitment Periods in exchange for reduced monthly recurring rates on Channel Terminations and Channel Mileage. At the end of a VG2 TPP Commitment Period (New Jersey), the Service(s) will be billed on a month-to-month basis (non-discounted) unless the Customer subscribes to a new TPP.
- b. High Capacity DS1 is available on a month-to-month basis or, at the option of the Customer, under a TPP of two (2), three (3) years or five (5) years. Under a TPP, the Customer subscribes to longer Commitment Periods in exchange for reduced monthly recurring rates on Channel Terminations, Channel Mileage and DS1 to Voice Multiplexers. At the end of a High Capacity DS1 TPP Commitment Period (New Jersey), the Service(s) will be billed on a month-to-month basis (non-discounted) unless the Customer subscribes to a new TPP.
- c. High Capacity DS3 is available on a month-to-month basis or, at the option of the Customer, under a TPP of three (3) years or five (5) years. Under a TPP, the Customer subscribes to longer Commitment Periods in exchange for reduced monthly recurring rates. The following discount percentage is applied to the Channel Termination, Channel Mileage and Optional Feature Base Rates. Such rates may change during the Commitment Period, thereby causing an increase or decrease in the rates applicable to the Customer, but in no case will the Base Rate exceed the non-discounted monthly recurring rate for the Service. At the end of a High Capacity DS3 TPP Commitment Period (New Jersey), the Service(s) will be billed on a month-to-month basis (non-discounted) unless the Customer subscribes to a new TPP.

3 years	10%
5 years	35%

Notice of discontinuance of a DS3 TPP must be given by the Customer at least three (3) months prior to actual discontinuance. Monthly recurring rates will apply for a period of three (3) months from the date Verizon receives discontinuance notification or until the requested discontinuance date, whichever period is longer.

- d. Dedicated SONET ring Ports are available on a month-to-month basis or, at the option of the Customer, under a Term Plan of three (3) or five (5) years. Ports added subsequent to the initial installation of the ring may be coterminous to the expiration date of the ring provided the addition is prior to the twenty-first (21st) month for a three (3)- year plan or prior to the thirty-sixth (36th) month for a five (5)- year plan. Ports added after the aforementioned periods require extending the Commitment Period for an additional one (1) year for a three (3)- year plan or an additional two (2)

years for a five (5)- year plan. Ports purchased on a Month-to-Month plan may be added at any time. Once a term plan expires, the prevailing monthly recurring rates of the current plan will continue until the Customer cancels Service or requests a new term plan.

- e. Point-to-point SONET service Ports are available on a month-to-month basis or, at the option of the Customer, under a Term Plan of three (3) or five (5) years. Once a term plan expires, the prevailing monthly recurring rates of the current plan will continue until the Customer cancels Service or requests a new term plan.
- f. Integrated Optical Service Riders are available on a month-to-month basis, or at the option of the Customer, under a Term Plan of two (2), three (3), five (5) or seven (7) years. Once a term plan expires, the prevailing monthly recurring rates of the current plan will continue until the Customer cancels Service or requests a new term plan.

C. Labor

Normally scheduled working hours are an employee's scheduled work period in any given calendar day.

1. Additional Engineering

At the request of the Customer, Verizon will provide the make-up of the facilities and Services provided under this Product Guide to aid the Customer in designing its overall service. This information will be provided in the form of a Design Layout Report. The Design Layout Report is provided at no charge, and will be reissued or updated whenever these facilities are materially changed.

Additional Engineering applies when a Customer requests additional technical information after Verizon has already provided the technical information normally included on the Design Layout Report.

Additional Engineering applies when Verizon engineers a Customer's request for a customized service.

2. Overtime Installation

Overtime installation applies for Verizon installation effort outside of normally scheduled working hours.

3. Overtime Repair

Overtime Repair applies for Verizon maintenance effort outside of normally scheduled working hours.

4. Stand By

Stand By includes all time in excess of one-half (1/2) hour during which Verizon personnel stand by to make cooperative tests with a Customer to verify facility repair on a given Service.

5. Maintenance of Service

When a Customer reports a trouble to Verizon for clearance and no trouble is found in Verizon's facilities, the Customer shall be responsible for payment of a Maintenance of Service charge for the period of time from when Verizon personnel are dispatched to the Customer's premises to when the work is completed. Failure of Verizon personnel to find trouble in Verizon's facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

6. Other Labor

Other Labor is that Additional Labor not included in Section(VI)(D)(1) through (5) preceding, including, but not limited to, labor incurred to accommodate a specific Customer request that involves only labor and is not covered by any other section of this Product Guide.

D. Telecommunications Service Priority System

Telecommunications Service Priority System (TSP) is provided in accordance with the guidelines set forth in "Telecommunications Service Priority System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook" H 3-1-2 dated July 9, 1990, and "Telecommunications Service Priority System for National Security Emergency Preparedness Service User Manual" M 3-1-1. The TSP System provides the regulatory, administrative and operational framework for the priority installation and/or restoration of NSEP telecommunications services. This includes Private Line Services. The SP System applies only to NSEP telecommunications services, and requires and authorizes priority action by Verizon providing such services.

Certain activities performed by Verizon in association with the TSP as specified in the Service Vendor Handbook are as follows:

- Priority Installation Invocation includes System Development, Verification, Confirmation and Preemption.
- Priority Restoration Level Implementation includes System Development, Verification and Configuration.
- Priority Restoration Level Change includes Verification and Confirmation.
- Priority Restoration Maintenance and Administration includes Reconciliation and Preemption.

E. Additional Charges

1. Administrative Changes

Administrative changes do not involve a physical change of service. The administrative change will be made without charge(s) to the Customer. Such changes require the continued provision and billing of service to the Customer. A change in jurisdiction is not considered an administrative change.

2. Moves

A move involves a change in the physical location of the Customer designated Premises which also involves a connection to a different rate demarcation point. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

a. Moves Within the Same Building

When the move is to a new location within the same building (**Inside Move**), the nonrecurring charge for the Inside Move will be an amount equal to one half of the applicable Channel Termination nonrecurring charge for the service affected. There will be no change in the Minimum Period requirement, and termination liability does not apply.

b. Moves To a Different Building

Moves to a different building (**Outside Move**) will be treated as a discontinuance and start of Service and all associated nonrecurring charges will apply. New Minimum Period and/or Commitment Period requirements will be established for the new Services. The Customer will also remain responsible for satisfying all outstanding Minimum Period and/or termination liability charges for the discontinued Service.

3. Service Rearrangements and Service Changes

a. Coordinated Re-termination

For DS1 and DS3 moves of a primary circuit termination from one Verizon central office to another Verizon central office, the Customer may pay a Coordinated Re-termination Charge in lieu of treating the move as a discontinuance and start of service. The Coordinated Re-termination Charge applies per circuit or DS1/DS3 equivalent circuit re-terminated. Verizon will coordinate the work activities required in order to minimize the length of time the service being moved is unavailable. Monthly recurring rates will apply as if the circuit remained in service with no disruption. There will be no change in Minimum Period requirements. No termination liabilities will apply except where the re-termination eliminates chargeable services such as IOF mileage or primary premises Channel Terminations for which specific termination liabilities exist.

b. Voice Grade Signaling

If the change involves changing the type of signaling on a Voice Grade service, a charge equal to the Voice Grade Channel Termination rate element first nonrecurring charge will apply. The charge will apply per service termination affected.

c. Voice Grade to DS1 Rearrangement (New York only)

For rearrangement of an existing Voice Grade Service to a High Capacity Service, a Voice Grade to DS1 Rearrangement Charge will apply to each Voice Grade Service rearranged.

For rearrangement of an existing Voice Grade Service derived from a High Capacity Service to a different High Capacity Service, a Voice Grade to DS1 Rearrangement Charge will apply to each Voice Grade Service rearranged. The charge applies only when both High Capacity Services are between the same Customer premises and Verizon Hub where the multiplexing function is performed.

d. Digital to Digital Rearrangement (New York only)

For rearrangement of an existing High Capacity Service or an existing multiplexed High Capacity Service into a greater bit rate High Capacity Service and no change in premises or routing occurs, a Digital to Digital Rearrangement Charge will apply to each service reconfigured.

e. Interconnection Rearrangement

For rearrangement of an existing Verizon provided High Capacity Service or an existing Verizon provided multiplexed High Capacity Service to or from a Verizon provided High Capacity Service under a collocation arrangement, or from one Verizon provided collocation arrangement to another within the same Verizon serving wire center, an Interconnection Rearrangement Charge will apply to each service reconfigured in New York. A Rearrangement nonrecurring charge will apply to each service reconfigured in New Jersey.

f. Enterprise Rearrangement (New York only)

If the change involves the rearrangement of High Capacity DS1 or DS3 or multiplexed High Capacity DS1 or DS3 into a Service that is connected or groomed to an Enterprise Service at a Hub, no charge will apply to connect or groom the High Capacity DS1 or DS3 to the Enterprise Service. No charge applies to the multiplexed service unless the Customer changes service types, in which case the appropriate nonrecurring charge for each change will apply.

g. If the change involves the rearrangement of an existing subtending service from one port to another in the same multiplexer, from one multiplexer to another like multiplexer in the same wire center, an existing service into a high capacity service multiplexer in the same wire center, or an existing service from a facility of one service provider to a like

facility of another service provider in the same wire center even when a change in the Customer of record is necessary, a Rearrangement nonrecurring charge will apply to each service reconfigured in New Jersey.

h. Other Changes

For changes other than those specified in (V)(D)(3) (a) through (g) preceding without unique rearrangement charges, a charge equal to a Channel Termination nonrecurring charge will apply. Only one such charge will apply per service, per change.

- i. In New Jersey, when services are rearranged as described above, the Additional Rearrangement Charge applies to all such rearranged services beyond the first without regard to their end-point locations, so long as they are all of the same service type have the same due date, and are all being rearranged to the same multiplexer as the service which is incurring the associated First Nonrecurring Charge.

4. Order Cancellation

- a. Customer may cancel an order for the installation of Service at any time prior to notification by Verizon that Service is available for Customer's use or prior to the Service Date, whichever is later. The cancellation date is the date Verizon receives an order from the Customer canceling the order. Cancellation charges will apply.
- b. If Customer or Customer's End User (i) does not accept, or is unable to accept Service within thirty (30) calendar days after the original Service Date; or (ii) fails to negotiate within thirty (30) calendar days after the original Service Date a new Service Date that is within thirty (30) calendar days after the original Service Date, the Customer may choose one of the following options:
1. the order will be cancelled on the thirty-first (31st) calendar day after the original Service Date without any action required by Customer. Cancellation Charges will apply; or
 2. the Customer may choose to commence billing for the Service on the thirty-first (31st) calendar day after the original Service Date.

When a Customer chooses the option to commence billing for the Service on the thirty-first (31st) day after the original Service Date, the Customer must place an ASR modification to the existing ASR prior to the thirty-first (31st) calendar day after the original Service Date to request a new Service Date. The new Service Date may not exceed the original Service Date by more than one hundred twenty (120) calendar days. A Service Date Change Charge will not apply for such Service Date change; however, if subsequent additional Service Date changes are requested after thirty-first

(31st) day after the original Service Date, the Service Date Change Charge will apply, per request.

When a Customer chooses the option to commence billing for the Service on the thirty-first (31st) day after the original Service Date, monthly recurring charges for the Service will begin accruing as of that date. The initial or subsequent bill for the Service will include these accrued charges and any applicable nonrecurring charges.

If the Customer requested Service Date is more than one hundred twenty (120) calendar days after the original Service Date, or if the Customer or the Customer's end user is unable to accept the Service within one hundred twenty (120) calendar days of the original Service Date, the order will be cancelled by Verizon on the one hundred twenty-first (121st) day after the original Service Date. In the event of any such cancellation, or if the Customer cancels the order after the thirtieth (30th) day after the original Service Date, the Customer will be billed the accrued monthly recurring charges plus any applicable nonrecurring charges. These charges will be computed commencing as of day thirty-one (31) after the original Service Date up to and including the cancellation date. The Customer will additionally be responsible for applicable Minimum Period and termination liability charges (as determined based on the Service being deemed to have been placed in service on day thirty-one (31) after the original Service Date).

- c. When Customer cancels an Access Order in whole or in part for the Service prior to the installation of the Service, cancellation charges will apply on a per circuit basis.
 - 1. Cancellation charges are based upon certain critical dates, as set forth below, which are met by the amount of provisioning work completed by Verizon at the time the order is cancelled.
 - 2. The critical dates tracked by Verizon are as follows:
 - a. Application Date (**APP**): The date the Customer provides commitment and sufficient information to Verizon. This is also the order date.
 - b. Scheduled Issue Date (**SID**): The date that the order is to be entered in Verizon's order distribution system.
 - c. Design Layout Report Date (**DLRD**): The date the Design Layout Report (**DLR**) is to be forwarded to the Customer.
 - d. Records Issue Date (**RID**): The date that all design and assignment information is to be sent to the central office and installation forces.

- e. Wired and Office Tested Date (**WOT**): The date by which all intraoffice wiring is to be completed, all plug-ins optioned, aligned, and frame continuity established, and the interoffice facilities, if applicable, tested.
 - f. Plant Test Date (**PTD**): The date on which overall testing of the service is to be started.
 - g. Service Date (**DD**): The date on which service is to be made available to the Customer. This is sometimes referred to as the Due Date.
- 4. For Voice Grade Service and Non-Standard Premises, when a Customer cancels an order, or part of an order, Verizon will apply cancellation charges to the order by multiplying all the nonrecurring charges associated with the order, or that part of the order being cancelled, by the percentage for the critical date last passed on that order.
 - 5. For DS1 and DS3, when a Customer cancels an order, or part of an order, Verizon will apply the cancellation charges applicable for the critical date last passed on that order.
 - 6. If the Customer cancels the order, or part of the order, after installation is complete, Minimum Period charges and termination liability, if applicable, apply.
5. Termination Liability

Except as otherwise set forth herein, termination liability applies when the Service is terminated prior to the end of its applicable Commitment Period. Termination liability is charged against each monthly rate element included under a Service Discount Plan, Term Pricing Plan or Term Plan. Termination liability charges apply in addition to applicable Minimum Period charges.

When some, but not all, services are disconnected for which a first and additional monthly recurring rate is applicable, the monthly recurring rates used to calculate termination liability charges are applied in ascending order beginning with the lowest applicable rates.

Termination liability for DS3 Channel Terminations at a primary premises is calculated based upon the rate band determined by the last count taken.

- a. For all rate elements (excluding Ports and Integrated Optical Service Riders under a Term Plan), Verizon will apply the termination liability option that provides the Customer with the lowest termination liability charge:

1. Option 1

For disconnects on or prior to the end of the Minimum Period and prior to the end of the selected Commitment Period, the termination liability charge is the percent of the applicable monthly recurring rates for each month and fraction thereof as specified following.

<u>Plan</u>	<u>Disconnection Date</u>	<u>Applicable TL through end of Minimum Period</u>	<u>Applicable TL from end of Minimum Period through end of Commitment Period</u>
Service Discount Plans (New York)	During Minimum Period	50%	50%
	After Minimum Period	N/A	15%
TPPs (New Jersey)	During Minimum Period	100%	15%
	After Minimum Period	N/A	15%

b. Option 2

For disconnects on or prior to the end of the Minimum Period and prior to the end of the selected Commitment Period, the termination liability charge is the difference between the full monthly recurring rates and the discounted monthly recurring rates for the period the Service has been in effect.

For disconnects after the end of the Minimum Period but prior to the end of the selected Commitment Period, the following applies:

1. Where there is no Commitment Period less than the actual time the Services have been in effect, the termination liability is the difference between the full monthly recurring rates and the discounted monthly recurring rates for the period the Service has been in effect.
2. Where there is a Commitment Period less than the actual time the Services have been in effect, the termination liability charge is calculated as the difference between the monthly recurring rates for the highest Commitment Period that could have been satisfied prior to disconnection of the Service and the monthly recurring

rates for the selected Commitment Period multiplied by the actual number of months the Service has been in effect.

b. DSR Ports and/or Integrated Optical Service Riders under a Term Plan

1. Termination liability applies to DSR Ports and Integrated Optical Service Riders and is charged per monthly recurring rate element on all Ports and Riders provided under a term plan.
2. If the disconnection of Service occurs within the first two (2) years of a term plan, termination liability is equal to one hundred percent (100%) of the monthly recurring rates for the unexpired portion of the first two (2) years, and twenty-five percent (25%) of the monthly recurring rates for the remainder of the plan. If the Customer disconnects after the first two (2) years of Service, then termination liability is equal to twenty-five percent (25%) of the monthly recurring rates for the remainder of the plan.

c. Point-to-point SONET service Ports under a Term Plan

1. Termination liability applies to point to point SONET service Ports and is charged per monthly recurring rate element on all Ports provided under a term plan.
2. If the disconnection of Service occurs within the first year of a term plan, termination liability is equal to one hundred percent (100%) of the monthly recurring rates for the unexpired portion of the first year, and fifteen percent (15%) of the monthly recurring rates for the remainder of the plan. If the Customer disconnects after the first year of Service, then termination liability is equal to fifteen percent (15%) of the monthly recurring rates for the remainder of the plan.

6. Waiver of Termination Liability

a. Verizon Initiated Rate Increase

With the exception of point-to-point SONET service ports and Integrated Optical Service Riders, in the event that Verizon initiates a rate increase and the total discounted monthly recurring rates for the affected Service increases by eight percent (8%) or more, exclusive of taxes or surcharges, the Customer may cancel its Commitment Period under a Service Discount Plan, Term Pricing Plan or Term Plan for the affected Service without termination liability. The Customer must exercise its option to cancel within thirty (30) days of the date of the effective rate increase.

b. Replacements

With the exception of Ports, when a Customer with existing services under a Service Discount Plan or TPP may disconnect one or more

services under that plan in order to replace them with other new or existing services(s) of the same speed or type, as appropriate, under a new plan, no termination liability charge will apply provided that:

1. For VG2, the orders to accomplish the replacement are placed with Verizon at the same time to be completed at the same time, or
2. For DS1 and DS3, the orders to accomplish the replacement are (1) placed with Verizon within sixty (60) days (New York) or within ninety (90) days (New Jersey) of each other and the orders are related by an Related Purchase Order Number (New Jersey only), and (2) the replacing services are provided within the same operating territory as the services that are replaced, or
3. The number of replacing services is the same as the number of services being cancelled. The replacing services do not have to be equipped with the same Optional Features and Functions as the services they replace. In this case, the appropriate termination liability charges apply to the Optional Features and Functions no longer provided, and
4. The Commitment Period of the new plan is equal to or greater than the Commitment Period of the plan being cancelled.
5. The Customer remains responsible for Minimum Period requirements.

c. Longer Commitment Period

A Customer may, at any time prior to the expiration of the selected Commitment Period for an existing Service Discount Plan, DS1 TPP, DSR Port Term Plan, or Integrated Optical Service Rider Term Plan, change to a plan with a longer Commitment Period. Termination liability charges will not apply for Service under the plan being cancelled. The monthly recurring rates applicable for the longer Commitment Period will apply effective with the next bill day following the request for the change.

A Customer may, at any time prior to the expiration of the selected Commitment Period for an existing DS3 TPP, enter the same system configuration into a new DS3 TPP of equal or greater length. Termination liability charges will not apply for the Service under the plan being cancelled.

d. Revenue Test – Voice Grade TPP

A Customer may, at any time prior to the expiration of the selected Commitment Period for an existing VG2 TPP, change to a plan of equal or great value in revenue than the remainder of the present plan. The orders for the disconnection of the existing TPP and the installation of the new TPP must be received by Verizon at the same time, with due dates

within ninety (90) days of each other and related together by a Related Purchase Order Number.

e. Inside Moves

Refer to Section (VI)(E)(2) preceding.

f. Upgrades – Integrated Optical Service Riders

A DS1 Integrated Optical Service Rider may be upgraded to a DS3 Integrated Optical Service Rider without termination liability when the following conditions are met:

1. The new Rider has a Commitment Period equal to or longer than the Commitment Period of the existing Rider; and
2. All of the locations of the existing Rider and the new Rider are the same.

7. Minimum Period

Service is subject to a Minimum Period as set forth following:

- a. Except as otherwise specified under Section (VI)(F)(6) preceding, if Service is disconnected during the Minimum Period, the Customer shall pay to Verizon one hundred percent (100%) of the monthly recurring rates from the date of disconnection through the end of the Minimum Period.
- b. The Minimum Period for which the Service is provided is as specified following:

<u>Minimum Period</u>		
<u>Service Component</u>	<u>New York</u>	<u>New Jersey</u>
Voice Grade Month-to-Month	3 months	1 month
Voice Grade Service Discount Plan or Term Plan	3 months	12 months
DS1	3 months	2 months
DS3	3 months	12 months
DSR Ports Month-to-Month	1 month	1 month
DSR Ports Term Plan	24 months	24 months
Point to point SONET Service Ports	12 months	12 months
Integrated Optical Service Riders	12 months	12 months

8. Special Handling Charge

A Special Handling Charge will apply when a Customer requests a Service Date that is earlier than the standard or negotiated interval Service Date for the Service ordered.

If costs other than additional administrative expenses are to be incurred when a Service is expedited, Verizon will develop and quote such costs to the Customer, obtain Customer authorization and bill the Customer in accordance with the New Construction terms and conditions posted separately.

The Special Handling Charge will be billed in addition to the normal nonrecurring charge and will be applied on a per order, per occurrence basis, for each order.

9. Design Change Charge

The Customer may request a design change to the Service ordered. A design change is any change to an order which requires engineering review. An engineering review is a review by Verizon personnel of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the Customer. Design changes include such things as the addition or deletion of optional features or functions, type of channel interface, or type of Interface Group. Design changes do not include a change of Customer premises, or channel type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

Verizon will review the requested change, notify the Customer whether the change is a design change, if it can be accommodated and if a new Service Date is required. If the Customer authorizes Verizon to proceed with the design change, a Design Change Charge will apply. The Design Change Charge will apply on a per order occurrence basis, for each order requiring a design change.

10. Service Date Change Charge

Except as otherwise specified in Section (VI)(E)(4) preceding, a Service Date Change Charge will apply on a per order per occurrence basis, for each Service Date changed.

VI. CHARGES

Service Category	Rate Element	Rate	USOC
Service Date Change Charge	Nonrecurring Charge, per order	\$150.00	OMC
Design Change Charge	Nonrecurring Charge, per order	150.00	H28
Special Handling Charge	Nonrecurring Charge, per order	557.00	EOD
Cancellation Charges, Voice Grade	Nonrecurring Charge, APP	None	
	Nonrecurring Charge, SID	8% New York	

Service Category	Rate Element	Rate	USOC
		8% New Jersey	
	Nonrecurring Charge, DLRD	27% New York 17% New Jersey	
	Nonrecurring Charge, RID	28% New York 17% New Jersey	
	Nonrecurring Charge, WOT	55% New York 74% New Jersey	
	Nonrecurring Charge, PTD	79% New York 100% New Jersey	
	Nonrecurring Charge, DD	Minimum Period Charges apply.	
Cancellation Charges, Non-Standard Premises	Nonrecurring Charge, APP	None	
	Nonrecurring Charge, SID	20% New York 20% New Jersey	
	Nonrecurring Charge, DLRD	50% New York 50% New Jersey	
	Nonrecurring Charge, RID	75% New York 75% New Jersey	
	Nonrecurring Charge, WOT	100% New York 100% New Jersey	
	Nonrecurring Charge, PTD	100% New York 100% New Jersey	
Cancellation Charges, DS1 or Enterprise DS1	Nonrecurring Charge, APP	None	
	Nonrecurring Charge, SID	75.00	
	Nonrecurring Charge, DLRD	187.50	
	Nonrecurring Charge, RID	800.00	
	Nonrecurring Charge, WOT	1,200.00	
	Nonrecurring Charge, PTD	1,600.00	
	Nonrecurring Charge, DD	1,600.00	
Cancellation Charges, DS3 or Enterprise DS3	Nonrecurring Charge, APP	None	
	Nonrecurring Charge, SID	200.00	
	Nonrecurring Charge, DLRD	500.00	
	Nonrecurring Charge, RID	1,500.00	
	Nonrecurring Charge, WOT	2,000.00	
	Nonrecurring Charge, PTD	2,500.00	
	Nonrecurring Charge, DD	2,500.00	
Voice Grade Channel Termination, 2-wire	Monthly Recurring Charge, New York	\$29.97	T6E2X
	Nonrecurring Charge, First, New York	266.72	
	Nonrecurring Charge, Additional, New York	195.50	
	Monthly Recurring Charge, Basic and Term Pricing Plans, New Jersey	24.68	
	Nonrecurring Charge, Basic and Term Pricing Plans, Installation, First, New Jersey	266.72	
	Nonrecurring Charge, Basic and Term Pricing Plans, Installation, Additional, New Jersey	195.50	
	Monthly Recurring Charge, 3 Year Term Pricing Plan, New Jersey	18.87	TZ4SA
	Nonrecurring Charge, 3 Year Term	266.72	

Service Category	Rate Element	Rate	USOC
	Pricing Plan, Installation, First, New Jersey		TZ4GA
	Nonrecurring Charge, 3 Year Term Pricing Plan, Installation, Additional, New Jersey	195.50	
	Monthly Recurring Charge, 5 Year Term Pricing Plan, New Jersey	17.34	
	Nonrecurring Charge, 5 Year Term Pricing Plan, Installation, First, New Jersey	266.72	
	Nonrecurring Charge, 5 Year Term Pricing Plan, Installation, Additional, New Jersey	195.50	
Voice Grade Channel Mileage, Mileage Band Over 0	Monthly Recurring Charge, Fixed, New York	29.52	1L5XX
	Monthly Recurring Charge, Per Mile, New York	3.44	1L5LS
	Monthly Recurring Charge, Basic, Fixed, New Jersey	14.49	
	Monthly Recurring Charge, Basic, Per Mile, New Jersey	0.38	1A7SX
	Monthly Recurring Charge, 3 Year Term Pricing Plan, Fixed, New Jersey	12.48	
	Monthly Recurring Charge, 3 Year Term Pricing Plan, Per Mile, New Jersey	0.32	1A7GX
	Monthly Recurring Charge, 5 Year Term Pricing Plan, Fixed, New Jersey	12.04	
	Monthly Recurring Charge, 5 Year Term Pricing Plan, Per Mile, New Jersey	0.30	
Signaling Capability	Monthly Recurring Charge, Per point of termination, New York	4.38	XSSAC XSSLR
	Monthly Recurring Charge, Per point of termination, New Jersey	4.65	
Service Rearrangement	Nonrecurring Charge, Voice Grade to DS1, Per lower bit rate service rearranged, Per point of termination, New York	182.49	NRBOH
	Nonrecurring Charge, Rearrangement, First, New Jersey	100.00	NRBGC
	Nonrecurring Charge, Rearrangement, Additional, New Jersey	100.00	NRBGD
High Capacity Service, 1.544 Mbps, Channel Termination	Monthly Recurring Charge, Per point of termination, New York	177.12	TMECS
	Nonrecurring Charge, First, New York	275.00	
	Nonrecurring Charge, Additional, New York	165.00	
	Monthly Recurring Charge, Per point of termination, New Jersey	197.00	
	Nonrecurring Charge, Installation, First, New Jersey	355.00	
	Nonrecurring Charge, Installation, Additional, New Jersey	220.00	

Service Category	Rate Element	Rate	USOC
	Nonrecurring Charge, Rearrangement, First, New Jersey	100.00	NRBGJ
	Nonrecurring Charge, Rearrangement, Additional, New Jersey	100.00	NRBGK
	Monthly Recurring Charge, Per point of termination, 2 Year Term Pricing Plan, New Jersey	167.45	TNJZX
	Nonrecurring Charge, Installation, First, New Jersey	1.00	
	Nonrecurring Charge, Installation, Additional, New Jersey	0.75	
	Monthly Recurring Charge, Per point of termination, 3 Year Term Pricing Plan, New Jersey	147.45	TNT3X
	Nonrecurring Charge, Installation, First, New Jersey	1.00	
	Nonrecurring Charge, Installation, Additional, New Jersey	0.75	
	Monthly Recurring Charge, Per point of termination, 5 Year Term Pricing Plan, New Jersey	128.05	TNT4X
	Nonrecurring Charge, Installation, First, New Jersey	1.00	
	Nonrecurring Charge, Installation, Additional, New Jersey	0.75	
	Monthly Recurring Charge, Per point of termination, 7 Year Term Pricing Plan, New Jersey	118.20	TNT8X
	Nonrecurring Charge, Installation, First, New Jersey	1.00	
	Nonrecurring Charge, Installation, Additional, New Jersey	0.75	
	Nonrecurring Charge, Non-Standard Premises (NSP), Per Customer, per NSP, First service only, New York	0.00	NRBWR
	Nonrecurring Charge, Non-Standard Premises (NSP), Per Customer, per NSP, First service only, New Jersey	0.00	NRBWZ
High Capacity Service, 1.544 Mbps, Channel Mileage, Mileage Band Over 0	Monthly Recurring Charge, Fixed, New York	47.12	1L5XX
	Monthly Recurring Charge, Per Mile, New York	19.17	
	Monthly Recurring Charge, Fixed, New Jersey	46.66	1L5LS
	Monthly Recurring Charge, Per Mile, New Jersey	19.17	
	Monthly Recurring Charge, Fixed, 2 Year Term Pricing Plan, New Jersey	42.77	1A5ZS
	Monthly Recurring Charge, Per Mile, 2 Year Term Pricing Plan, New Jersey	16.29	
	Monthly Recurring Charge, Fixed, 3 Year Term Pricing Plan, New Jersey	38.89	1J53S
	Monthly Recurring Charge, Per Mile, 3	14.38	

Service Category	Rate Element	Rate	USOC
	Year Term Pricing Plan, New Jersey		
	Monthly Recurring Charge, Fixed, 5 Year Term Pricing Plan, New Jersey	34.45	1J54S
	Monthly Recurring Charge, Per Mile, 5 Year Term Pricing Plan, New Jersey	10.19	
	Monthly Recurring Charge, Fixed, 7 Year Term Pricing Plan, New Jersey	31.80	1T58S
	Monthly Recurring Charge, Per Mile, 7 Year Term Pricing Plan, New Jersey	9.70	
Mid Link	Nonrecurring Charge, New York	150.00	NRBBL
Thru-Path Connection	Nonrecurring Charge, New York	182.00	THK
Multiplexing DS1 to Voice	Monthly Recurring Rate, Month-to-Month, Per arrangement, New York	228.20	MQ1
	Monthly Recurring Rate, Month-to-Month, Per arrangement, New Jersey	215.28	
	Monthly Recurring Rate, 2 Year Term Pricing Plan, Per arrangement, New Jersey	162.12	MXN12
	Monthly Recurring Rate, 3 Year Term Pricing Plan, Per arrangement, New Jersey	157.48	MXN13
	Monthly Recurring Rate, 5 Year Term Pricing Plan, Per arrangement, New Jersey	152.85	MXN15
	Monthly Recurring Rate, 7 Year Term Pricing Plan, Per arrangement, New Jersey	148.21	MXN17
Clear Channel Capability	Nonrecurring Charge, Per 1.544 Mbps High Capacity Service, Installed subsequent to installation of service, New York	150.00	CCO3X
Digital to Digital 1.544 Mbps High Capacity Service Rearrangement	Nonrecurring Charge, Per service rearranged, New York	100.00	NRBOT
Interconnection Rearrangement to a multiplexing node or virtual collocation arrangement	Nonrecurring Charge, Per 1.544 Mbps Service rearranged, New York	284.59	NRBO7
Interconnection Rearrangement from a multiplexing node or virtual collocation arrangement	Nonrecurring Charge, Per 1.544 Mbps Service rearranged, New York	0.00	NRBPA
Coordinated Re-termination	Nonrecurring Charge, Per 1.544 Mbps Channel Termination re-terminated, New York and New Jersey	380.00	NRFRE
Enhanced Ordering Option	Monthly Recurring Charge, Per Office Channel Termination or Virtual Office Channel Termination, 1.544 Mbps, New York	0.87	TQ2KM
	Nonrecurring Charge, Per Office Channel Termination or Virtual Office Channel Termination, 1.544 Mbps, New York	107.88	

Service Category	Rate Element	Rate	USOC
	Nonrecurring Charge, EOO Processing Charge, Per order, New York	26.00	CF3SA
High Capacity Service, 44.736 Mbps, Channel Termination	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 1, New York	2,310.00	TYFLX
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 2, New York	2,100.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 3, New York	1,650.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 4, New York	1,550.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 5, New York	1,500.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 6, New York	1,450.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 7, New York	1,400.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 8, New York	1,350.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 9, New York	1,325.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 10, New York	1,300.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 11, New York	1,275.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 12, New York	1,250.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 13, New York	1,245.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 14, New York	1,240.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 15, New York	1,230.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 16, New York	1,220.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 17, New York	1,200.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 18, New York	1,190.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 19, New York	1,175.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 20, New York	1,150.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 21, New York	1,140.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 22, New York	1,120.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 23, New York	1,105.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 24, New York	1,101.00	
	Monthly Recurring Charge, Month-to-	935.00	

Service Category	Rate Element	Rate	USOC
	Month, # DS3s Counted = 25 and over, New York		
	Nonrecurring Charge, Per point of termination, New York	1.00	
	Monthly Recurring Charge, Month-to-Month, Secondary Channel Termination, New York	1,700.96	TYFLS
	Nonrecurring Charge, Per point of termination, New York	1.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 1, New Jersey	2,310.00	TUTPX
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 2, New Jersey	2,100.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 3, New Jersey	1,650.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 4, New Jersey	1,550.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 5, New Jersey	1,500.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 6, New Jersey	1,450.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 7, New Jersey	1,400.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 8, New Jersey	1,350.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 9, New Jersey	1,325.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 10, New Jersey	1,300.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 11, New Jersey	1,275.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 12, New Jersey	1,250.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 13, New Jersey	1,245.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 14, New Jersey	1,240.00	
	Monthly Recurring Charge, Month-to-	1,230.00	

Service Category	Rate Element	Rate	USOC
	Month, # DS3s Counted = 15, New Jersey		
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 16, New Jersey	1,220.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 17, New Jersey	1,200.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 18, New Jersey	1,190.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 19, New Jersey	1,175.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 20, New Jersey	1,150.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 21, New Jersey	1,140.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 22, New Jersey	1,120.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 23, New Jersey	1,105.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 24, New Jersey	1,101.00	
	Monthly Recurring Charge, Month-to-Month, # DS3s Counted = 25 and over, New Jersey	935.00	
	Nonrecurring Charge, Per point of termination	1.00	
	Monthly Recurring Charge, Month-to-Month, Secondary Channel Termination, New Jersey	1,700.96	TYFLS
	Nonrecurring Charge, Per point of termination	1.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 1, New York	2,310.00	TYFMX
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 2, New York	2,100.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 3, New York	1,650.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 4, New York	1,550.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 5, New York	1,500.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 6, New York	1,450.00	
	Monthly Recurring Charge, Base Rates,	1,400.00	

Service Category	Rate Element	Rate	USOC
	# DS3s Counted = 7, New York		
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 8, New York	1,350.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 9, New York	1,325.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 10, New York	1,300.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 11, New York	1,275.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 12, New York	1,250.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 13, New York	1,245.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 14, New York	1,240.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 15, New York	1,230.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 16, New York	1,220.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 17, New York	1,200.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 18, New York	1,190.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 19, New York	1,175.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 20, New York	1,150.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 21, New York	1,140.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 22, New York	1,120.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 23, New York	1,105.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 24, New York	1,101.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 25 and over, New York	935.00	
	Nonrecurring Charge, Per point of termination, New York	1.00	
	Monthly Recurring Charge, Base Rates, Secondary Channel Termination, New York	1,700.96	TYFMS
	Nonrecurring Charge, Per point of termination, New York	1.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 1, New Jersey	2,310.00	TYF8X
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 2, New Jersey	2,100.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 3, New Jersey	1,650.00	

Service Category	Rate Element	Rate	USOC
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 4, New Jersey	1,550.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 5, New Jersey	1,500.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 6, New Jersey	1,450.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 7, New Jersey	1,400.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 8, New Jersey	1,350.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 9, New Jersey	1,325.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 10, New Jersey	1,300.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 11, New Jersey	1,275.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 12, New Jersey	1,250.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 13, New Jersey	1,245.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 14, New Jersey	1,240.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 15, New Jersey	1,230.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 16, New Jersey	1,220.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 17, New Jersey	1,200.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 18, New Jersey	1,190.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 19, New Jersey	1,175.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 20, New Jersey	1,150.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 21, New Jersey	1,140.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 22, New Jersey	1,120.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 23, New Jersey	1,105.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 24, New Jersey	1,101.00	
	Monthly Recurring Charge, Base Rates, # DS3s Counted = 25 and over, New Jersey	935.00	
	Nonrecurring Charge, Per point of termination, New Jersey	1.00	
	Monthly Recurring Charge, Base Rates, Secondary Channel Termination, New Jersey	1,700.96	TYF8S
	Nonrecurring Charge, Per point of termination, New Jersey	1.00	

Service Category	Rate Element	Rate	USOC
High Capacity Service, 44.736 Mbps, Channel Mileage, Mileage Band Over 0	Monthly Recurring Charge, Month-to-Month, Fixed, New York	701.25	1L5XX
	Monthly Recurring Charge, Month-to-Month, Per Mile, New York	131.78	
	Monthly Recurring Charge, Month-to-Month, Fixed, New Jersey	701.25	1U5PS
	Monthly Recurring Charge, Month-to-Month, Per Mile, New Jersey	131.78	
	Monthly Recurring Charge, Base Rates, Fixed, New York	701.25	1A5LX
	Monthly Recurring Charge, Base Rates, Per Mile, New York	131.78	
	Monthly Recurring Charge, Base Rates, Fixed, New Jersey	701.25	1YA8S
	Monthly Recurring Charge, Base Rates, Per Mile, New Jersey	131.78	
Mid Link	Nonrecurring Charge, New York	0.00	LHB
Enterprise Service Channel Mileage, Mileage Band Over 0	Monthly Recurring Rate, Non-Discounted, DS1 channels, Fixed, New York	115.50	1L5XS
	Monthly Recurring Rate, Non-Discounted, DS1 channels, Per Mile, New York	31.50	
	Monthly Recurring Rate, Base Rates, DS1 channels, Fixed, New York	110.00	1L5RS
	Monthly Recurring Rate, Base Rates, DS1 channels, Per Mile, New York	30.00	
	Monthly Recurring Rate, Non-Discounted, DS3 channels, Fixed, New York	787.50	1L5XS
	Monthly Recurring Rate, Non-Discounted, DS3 channels, Per Mile, New York	325.50	
	Monthly Recurring Rate, Base Rates, DS3 channels, Fixed, New York	750.00	1L5RS
	Monthly Recurring Rate, Base Rates, DS3 channels, Per Mile, New York	310.00	
Thru Path Connection	Nonrecurring Charge	182.00	THK
Multiplexing DS3 to DS1	Monthly Recurring Rate, Month-to-Month, Per arrangement, New York	606.90	MQ3
	Nonrecurring Charge, Month-to-Month, Per arrangement, New York	1.00	
	Monthly Recurring Rate, Month-to-Month, Per arrangement, New Jersey	607.84	
	Nonrecurring Charge, Month-to-Month, Per arrangement, New Jersey	1.00	
	Monthly Recurring Rate, Base Rates, Per arrangement, New York	598.04	MKM
	Nonrecurring Charge, Base Rates, Per arrangement, New York	1.00	
	Monthly Recurring Rate, Base Rates, Per arrangement, New Jersey	598.04	MXNRX

Service Category	Rate Element	Rate	USOC
	Nonrecurring Charge, Base Rates, Per arrangement, New Jersey	1.00	
Shared Network Arrangement	Nonrecurring Charge, Processing Charge, Per service order, New York	26.00	CF3SA
	Nonrecurring Charge, Processing Charge, Per service order, New Jersey	50.00	NRBOP
Digital to Digital 44.736 Mbps High Capacity Service Rearrangement	Nonrecurring Charge, Per service rearranged, New York	100.00	NRBO3
Interconnection Rearrangement to a multiplexing node or virtual collocation arrangement	Nonrecurring Charge, Per 44.736 Mbps Service rearranged, New York	407.37	NRBO9
Interconnection Rearrangement from a multiplexing node or virtual collocation arrangement	Nonrecurring Charge, Per 44.736 Mbps Service rearranged, New York	0.00	NRBPB
Coordinated Re-termination	Nonrecurring Charge, Per 44.736 Mbps Channel Termination re-terminated, New York and New Jersey	380.00	NRFRE
Enhanced Ordering Option	Monthly Recurring Charge, Per Office Channel Termination or Virtual Office Channel Termination, 44.736 Mbps, New York	16.53	TQ2LM
	Nonrecurring Charge, Per Office Channel Termination or Virtual Office Channel Termination, 44.736 Mbps, New York	176.25	
	Nonrecurring Charge, EOO Processing Charge, Per order, New York	26.00	CF3SA
Special Access Surcharge	Monthly Recurring Charge, Per voice grade equivalent private line	25.00	S25
DSR Ports	Monthly Recurring Charge, Month-to-Month, DS1 at OC3 Node, New York and New Jersey	28.00	SPRAX
	Nonrecurring Charge, DS1 Port, First, New Jersey	525.00	
	Nonrecurring Charge, DS1 Port, Additional, New Jersey	210.00	
	Nonrecurring Charge, DS1 at OC3 Node, First, New York	525.00	NRMAD
	Nonrecurring Charge, DS1 at OC3 Node, Additional, New York	210.00	
	Monthly Recurring Charge, Month-to-Month, DS1 at OC12 Node, New York and New Jersey	28.00	S9QUX
	Nonrecurring Charge, DS1 Port, First, New Jersey	525.00	
	Nonrecurring Charge, DS1 Port, Additional, New Jersey	210.00	
	Nonrecurring Charge, DS1 at OC12	525.00	NRM31

Service Category	Rate Element	Rate	USOC
	Node, First, New York		
	Nonrecurring Charge, DS1 at OC12 Node, Additional, New York	210.00	
	Monthly Recurring Charge, Month-to-Month, DS1 at OC48 Node, New York and New Jersey	28.00	S9QVX
	Nonrecurring Charge, DS1 Port, First, New Jersey	525.00	
	Nonrecurring Charge, DS1 Port, Additional, New Jersey	210.00	
	Nonrecurring Charge, DS1 at OC48 Node, First, New York	525.00	NRM33
	Nonrecurring Charge, DS1 at OC48 Node, Additional, New York	210.00	
	Monthly Recurring Charge, Month-to-Month, DS1 at OC192 Node, New York and New Jersey	28.00	S9QWX
	Nonrecurring Charge, DS1 Port, First, New Jersey	525.00	
	Nonrecurring Charge, DS1 Port, Additional, New Jersey	210.00	
	Nonrecurring Charge, DS1 at OC192 Node, First, New York	525.00	NRM35
	Nonrecurring Charge, DS1 at OC192 Node, Additional, New York	210.00	
	Monthly Recurring Charge, 3 Year Term, DS1 at OC3 Node, New York and New Jersey	28.00	SPRA3
	Monthly Recurring Charge, 3 Year Term, DS1 at OC12 Node, New York and New Jersey	28.00	S9QU3
	Monthly Recurring Charge, 3 Year Term, DS1 at OC48 Node, New York and New Jersey	28.00	S9QV3
	Monthly Recurring Charge, 3 Year Term, DS1 at OC192 Node, New York and New Jersey	28.00	S9QW3
	Monthly Recurring Charge, 5 Year Term, DS1 at OC3 Node, New York and New Jersey	28.00	SPRA5
	Monthly Recurring Charge, 5 Year Term, DS1 at OC12 Node, New York and New Jersey	28.00	S9QU5
	Monthly Recurring Charge, 5 Year Term, DS1 at OC48 Node, New York and New Jersey	28.00	S9QV5
	Monthly Recurring Charge, 5 Year Term, DS1 at OC192 Node, New York and New Jersey	28.00	S9QW5
	Monthly Recurring Charge, Month-to-	115.00	SPRBX

Service Category	Rate Element	Rate	USOC
	Month, DS3 or STS1 at OC3 Node, New York and New Jersey		
	Nonrecurring Charge, DS3 or STS1 Port, First, New Jersey	805.00	
	Nonrecurring Charge, DS3 or STS1 Port, Additional, New Jersey	343.00	
	Nonrecurring Charge, DS3 or STS1 at OC3 Node, First, New York	805.00	NRMAF
	Nonrecurring Charge, DS3 or STS1 at OC3 Node, Additional, New York	343.00	
	Monthly Recurring Charge, Month-to-Month, DS3 or STS1 at OC12 Node, New York and New Jersey	115.00	SPRCX
	Nonrecurring Charge, DS3 or STS1 Port, First, New Jersey	805.00	
	Nonrecurring Charge, DS3 or STS1 Port, Additional, New Jersey	343.00	
	Nonrecurring Charge, DS3 or STS1 at OC12 Node, First, New York	805.00	NRMAH
	Nonrecurring Charge, DS3 or STS1 at OC12 Node, Additional, New York	343.00	
	Monthly Recurring Charge, Month-to-Month, DS3 or STS1 at OC48 Node, New York and New Jersey	115.00	SPRDX
	Nonrecurring Charge, DS3 or STS1 Port, First, New Jersey	805.00	
	Nonrecurring Charge, DS3 or STS1 Port, Additional, New Jersey	343.00	
	Nonrecurring Charge, DS3 or STS1 at OC48 Node, First, New York	805.00	NRMAK
	Nonrecurring Charge, DS3 or STS1 at OC48 Node, Additional, New York	343.00	
	Monthly Recurring Charge, Month-to-Month, DS3 or STS1 at OC192 Node, New York and New Jersey	115.00	SPRXX
	Nonrecurring Charge, DS3 or STS1 Port, First, New Jersey	805.00	
	Nonrecurring Charge, DS3 or STS1 Port, Additional, New Jersey	343.00	
	Nonrecurring Charge, DS3 or STS1 at OC192 Node, First, New York	805.00	NRMA7
	Nonrecurring Charge, DS3 or STS1 at OC192 Node, Additional, New York	343.00	
	Monthly Recurring Charge, 3 Year Term, DS3 or STS1 at OC3 Node, New York and New Jersey	115.00	SPRB3
	Monthly Recurring Charge, 3 Year Term, DS3 or STS1 at OC12 Node, New York and New Jersey	115.00	SPRC3
	Monthly Recurring Charge, 3 Year Term, DS3 or STS1 at OC48 Node, New York and New Jersey	115.00	SPRD3

Service Category	Rate Element	Rate	USOC
	Monthly Recurring Charge, 3 Year Term, DS3 or STS1 at OC192 Node, New York and New Jersey	115.00	SPRX3
	Monthly Recurring Charge, 5 Year Term, DS3 or STS1 at OC3 Node, New York and New Jersey	115.00	SPRB5
	Monthly Recurring Charge, 5 Year Term, DS3 or STS1 at OC12 Node, New York and New Jersey	115.00	SPRC5
	Monthly Recurring Charge, 5 Year Term, DS3 or STS1 at OC48 Node, New York and New Jersey	115.00	SPRD5
	Monthly Recurring Charge, 5 Year Term, DS3 or STS1 at OC192 Node, New York and New Jersey	115.00	SPRX5
	Monthly Recurring Charge, Month-to-Month, DS3 Transmux at OC3 Node, New York and New Jersey	400.00	S9Q2X
	Nonrecurring Charge, DS3 Transmux Port, First, New Jersey	805.00	
	Nonrecurring Charge, DS3 Transmux Port, Additional, New Jersey	343.00	
	Nonrecurring Charge, DS3 Transmux at OC3 Node, First, New York	805.00	1CRE2
	Nonrecurring Charge, DS3 Transmux at OC3 Node, Additional, New York	343.00	
	Monthly Recurring Charge, Month-to-Month, DS3 Transmux at OC12 Node, New York and New Jersey	400.00	S9QYX
	Nonrecurring Charge, DS3 Transmux Port, First, New Jersey	805.00	
	Nonrecurring Charge, DS3 Transmux Port, Additional, New Jersey	343.00	
	Nonrecurring Charge, DS3 Transmux at OC12 Node, First, New York	805.00	NRM8X
	Nonrecurring Charge, DS3 Transmux at OC12 Node, Additional, New York	343.00	
	Monthly Recurring Charge, Month-to-Month, DS3 Transmux at OC48 Node, New York and New Jersey	400.00	S9QZX
	Nonrecurring Charge, DS3 Transmux Port, First, New Jersey	805.00	
	Nonrecurring Charge, DS3 Transmux Port, Additional, New Jersey	343.00	
	Nonrecurring Charge, DS3 Transmux at OC48 Node, First, New York	805.00	NRM8Z
	Nonrecurring Charge, DS3 Transmux at OC48 Node, Additional, New York	343.00	
	Monthly Recurring Charge, Month-to-Month, DS3 Transmux at OC192 Node, New York and New Jersey	400.00	S9Q1X

Service Category	Rate Element	Rate	USOC
	Nonrecurring Charge, DS3 Transmux Port, First, New Jersey	805.00	
	Nonrecurring Charge, DS3 Transmux Port, Additional, New Jersey	343.00	
	Nonrecurring Charge, DS3 Transmux at OC192 Node, First, New York	805.00	NRM83
	Nonrecurring Charge, DS3 Transmux at OC192 Node, Additional, New York	343.00	
	Monthly Recurring Charge, 3 Year Term, DS3 Transmux at OC3 Node, New York and New Jersey	400.00	S9Q23
	Monthly Recurring Charge, 3 Year Term, DS3 Transmux at OC12 Node, New York and New Jersey	400.00	S9QY3
	Monthly Recurring Charge, 3 Year Term, DS3 Transmux at OC48 Node, New York and New Jersey	400.00	S9QZ3
	Monthly Recurring Charge, 3 Year Term, DS3 Transmux at OC192 Node, New York and New Jersey	400.00	S9Q13
	Monthly Recurring Charge, 5 Year Term, DS3 Transmux at OC3 Node, New York and New Jersey	400.00	S9Q25
	Monthly Recurring Charge, 5 Year Term, DS3 Transmux at OC12 Node, New York and New Jersey	400.00	S9QY5
	Monthly Recurring Charge, 5 Year Term, DS3 Transmux at OC48 Node, New York and New Jersey	400.00	S9QZ5
	Monthly Recurring Charge, 5 Year Term, DS3 Transmux at OC192 Node, New York and New Jersey	400.00	S9Q15
DSR Dual Node Cross Connect Charge	Nonrecurring Charge, Per lower capacity channel provided through two interconnecting nodes in a subtending ring arrangement, All channel types, New York and New Jersey	500.00	NRFSA
Point-to-Point SONET Service Ports	Monthly Recurring Charge, DS1 Port, Month-to-Month, New York and New Jersey	28.00	S9QAX
	Monthly Recurring Charge, DS3/STS1 Port, Month-to-Month, New York and New Jersey	115.00	
	Monthly Recurring Charge, DS3 Transmux Port, Month-to-Month, New York and New Jersey	400.00	
	Monthly Recurring Charge, DS1 Port, 3 Year Term, New York and New Jersey	28.00	S9QA3
	Monthly Recurring Charge, DS3/STS1 Port, 3 Year Term, New York and New	115.00	

Service Category	Rate Element	Rate	USOC
	Jersey		S9QA5
	Monthly Recurring Charge, DS3 Transmux Port, 3 Year Term, New York and New Jersey	300.00	
	Monthly Recurring Charge, DS1 Port, 5 Year Term, New York and New Jersey	28.00	
	Monthly Recurring Charge, DS3/STS1 Port, 5 Year Term, New York and New Jersey	115.00	
	Monthly Recurring Charge, DS3 Transmux Port, 5 Year Term, New York and New Jersey	230.00	
Integrated Optical Service Riders	Monthly Recurring Charge, Protected DS1, Month-to-Month, Per Appearance	75.00	OREAX
	Monthly Recurring Charge, Protected DS3, Month-to-Month, Per Appearance	150.00	
	Monthly Recurring Charge, Protected DS1, 2 Year Term, Per Appearance	75.00	OREA2
	Monthly Recurring Charge, Protected DS3, 2 Year Term, Per Appearance	150.00	
	Monthly Recurring Charge, Protected DS1, 3 Year Term, Per Appearance	75.00	OREA3
	Monthly Recurring Charge, Protected DS3, 3 Year Term, Per Appearance	150.00	
	Monthly Recurring Charge, Protected DS1, 5 Year Term, Per Appearance	75.00	OREA5
	Monthly Recurring Charge, Protected DS3, 5 Year Term, Per Appearance	150.00	
	Monthly Recurring Charge, Protected DS1, 7 Year Term, Per Appearance	75.00	OREA7
	Monthly Recurring Charge, Protected DS3, 7 Year Term, Per Appearance	150.00	
Telecommunications Service Priority System	Nonrecurring Charge, Priority Installation of a Private Line Service, Invocation includes System Development, Verification, Confirmation and Preemption, Per circuit, Prime Service Vendor, New York	197.86	P1APX
	Nonrecurring Charge, Priority Installation of a Private Line Service, Invocation includes System Development, Verification, Confirmation and Preemption, Per circuit, Prime Service Vendor, New Jersey	130.00	
	Nonrecurring Charge, Priority Installation of a Private Line Service, Invocation includes System Development, Verification, Confirmation and Preemption, Per circuit, Subcontractor, New York	197.86	P1ASX
	Nonrecurring Charge, Priority	130.00	

Service Category	Rate Element	Rate	USOC
	Installation of a Private Line Service, Invocation includes System Development, Verification, Confirmation and Preemption, Per circuit, Subcontractor, New Jersey		
	Nonrecurring Charge, Priority Restoration Level Implementation on a Private Line Service, When Priority Restoration Level is Implemented (includes System Development Verification and Confirmation), Per circuit, Prime Service Vendor, New York	193.75	PR5PX
	Nonrecurring Charge, Priority Restoration Level Implementation on a Private Line Service, When Priority Restoration Level is Implemented (includes System Development Verification and Confirmation), Per circuit, Prime Service Vendor, New Jersey	75.00	
	Nonrecurring Charge, Priority Restoration Level Implementation on a Private Line Service, When Priority Restoration Level is Implemented (includes System Development Verification and Confirmation), Per circuit, Subcontractor, New York	193.75	PR5SX
	Nonrecurring Charge, Priority Restoration Level Implementation on a Private Line Service, When Priority Restoration Level is Implemented (includes System Development Verification and Confirmation), Per circuit, Subcontractor, New Jersey	75.00	
	Nonrecurring Charge, Priority Restoration Level Implementation on a Private Line Service, When Priority Restoration Level is Changed (includes Verification and Confirmation), Per circuit, Prime Service Vendor, New York	65.80	PR8PX
	Nonrecurring Charge, Priority Restoration Level Implementation on a Private Line Service, When Priority Restoration Level is Changed (includes Verification and Confirmation), Per circuit, Prime Service Vendor, New Jersey	130.00	
	Nonrecurring Charge, Priority Restoration Level Implementation on a Private Line Service, When Priority Restoration Level is Changed (includes	65.80	PR8SX

Service Category	Rate Element	Rate	USOC
	Verification and Confirmation), Per circuit, Subcontractor, New York		
	Nonrecurring Charge, Priority Restoration Level Implementation on a Private Line Service, When Priority Restoration Level is Changed (includes Verification and Confirmation), Per circuit, Subcontractor, New Jersey	130.00	
	Monthly Recurring Charge, Priority Restoration Level Implementation on a Private Line Service, Maintenance and Administration of Priority Restoration Service (includes Reconciliation and Preemption), Per circuit leg, Prime Service Vendor, New York	1.44	PR9PX
	Monthly Recurring Charge, Priority Restoration Level Implementation on a Private Line Service, Maintenance and Administration of Priority Restoration Service (includes Reconciliation and Preemption), Per circuit leg, Prime Service Vendor, New Jersey	2.00	
	Monthly Recurring Charge, Priority Restoration Level Implementation on a Private Line Service, Maintenance and Administration of Priority Restoration Service (includes Reconciliation and Preemption), Per circuit leg, Subcontractor, New York	1.44	PR9SX
	Monthly Recurring Charge, Priority Restoration Level Implementation on a Private Line Service, Maintenance and Administration of Priority Restoration Service (includes Reconciliation and Preemption), Per circuit leg, Subcontractor, New Jersey	2.00	
Additional Engineering	Basic Time, Normally Scheduled Working Hours, Per Engineer, First Half Hour or Fraction Thereof, New York and New Jersey	150.00	AEH
	Basic Time, Normally Scheduled Working Hours, Per Engineer, Each Additional Half Hour or Fraction Thereof, New York and New Jersey		
	Overtime, Outside Normally Scheduled Working Hours, Per Engineer, First Half Hour or Fraction Thereof, New York and New Jersey	200.00	
	Overtime, Outside Normally Scheduled Working Hours, Per Engineer, Each Additional Half Hour or Fraction Thereof, New York and New Jersey		

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>	<u>USOC</u>
Additional Labor	Installation or Repair, Overtime, Outside Normally Scheduled Working Hours, Per technician, First Half Hour or Fraction Thereof, New York and New Jersey	200.00	ALH
	Installation or Repair, Overtime, Outside Normally Scheduled Working Hours, Per technician, Each Additional Half Hour or Fraction Thereof, New York and New Jersey		
	Installation or Repair, Premium time, Outside Normally Scheduled Working Hours, Per technician, First Half Hour or Fraction Thereof, New York and New Jersey	250.00	
	Installation or Repair, Premium time, Outside Normally Scheduled Working Hours, Per technician, Each Additional Half Hour or Fraction Thereof, New York and New Jersey		
	Stand By, Basic Time, Normally Scheduled Working Hours, Per technician, First Half Hour or Fraction Thereof, New York and New Jersey	60.00	ALT
	Stand By, Basic Time, Normally Scheduled Working Hours, Per technician, Each Additional Half Hour or Fraction Thereof, New York and New Jersey		
	Stand By, Overtime, Outside Normally Scheduled Working Hours, Per technician, First Half Hour or Fraction Thereof, New York and New Jersey	70.00	
	Stand By, Overtime, Outside Normally Scheduled Working Hours, Per technician, Each Additional Half Hour or Fraction Thereof, New York and New Jersey		
	Stand By, Premium time, Outside Normally Scheduled Working Hours, Per technician, First Half Hour or Fraction Thereof, New York and New Jersey	80.00	
	Stand By, Premium time, Outside Normally Scheduled Working Hours, Per technician, Each Additional Half Hour or Fraction Thereof, New York and New Jersey		
	Other Labor, Basic Time, Normally Scheduled Working Hours, Per technician, First Half Hour or Fraction Thereof, New York and New Jersey	150.00	ALK
	Stand By, Basic Time, Normally Scheduled Working Hours, Per technician, Each Additional Half Hour or Fraction Thereof, New York and New Jersey		

Service Category	Rate Element	Rate	USOC
	Jersey		
	Stand By, Overtime, Outside Normally Scheduled Working Hours, Per technician, First Half Hour or Fraction Thereof, New York and New Jersey	200.00	
	Stand By, Overtime, Outside Normally Scheduled Working Hours, Per technician, Each Additional Half Hour or Fraction Thereof, New York and New Jersey		
	Stand By, Premium time, Outside Normally Scheduled Working Hours, Per technician, First Half Hour or Fraction Thereof, New York and New Jersey	250.00	
	Stand By, Premium time, Outside Normally Scheduled Working Hours, Per technician, Each Additional Half Hour or Fraction Thereof, New York and New Jersey		
Maintenance of Service	Basic Time, Normally Scheduled Working Hours, Per technician, First Half Hour or Fraction Thereof, New York	150.00	MVV
	Basic Time, Normally Scheduled Working Hours, Per technician, Each Additional Half Hour or Fraction Thereof, New York		
	Overtime, Outside Normally Scheduled Working Hours, Per technician, First Half Hour or Fraction Thereof, New York	200.00	
	Overtime, Outside Normally Scheduled Working Hours, Per technician, Each Additional Half Hour or Fraction Thereof, New York		
	Premium Time, Outside Normally Scheduled Working Hours, Per technician, First Half Hour or Fraction Thereof, New York	250.00	
	Premium Time, Outside Normally Scheduled Working Hours, Per technician, Each Additional Half Hour or Fraction Thereof, New York		ALK
	Basic Time, Normally Scheduled Working Hours, Per technician, First Half Hour or Fraction Thereof, New Jersey	Refer to Other Labor, Basic Time	
	Basic Time, Normally Scheduled Working Hours, Per technician, Each Additional Half Hour or Fraction Thereof, New Jersey		ALH
	Overtime, Outside Normally Scheduled Working Hours, Per technician, First Half Hour or Fraction Thereof, New Jersey	Refer to Additional Labor, Overtime Repair	

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>	<u>USOC</u>
	Overtime, Outside Normally Scheduled Working Hours, Per technician, Each Additional Half Hour or Fraction Thereof, New Jersey		
	Premium Time, Outside Normally Scheduled Working Hours, Per technician, First Half Hour or Fraction Thereof, New Jersey		
	Premium Time, Outside Normally Scheduled Working Hours, Per technician, Each Additional Half Hour or Fraction Thereof, New Jersey		

VII. PROMOTIONS

A. Promotion No. 1

For the period beginning December 1, 2010 through July 1, 2011, Verizon will waive the installation nonrecurring charges.