

Verizon New England Inc.
d/b/a Verizon Maine

State of New Hampshire

Docket No. DT 07-011

Respondent: Stephen E. Smith
Title: Vice President – Business
Development

REQUEST: OCA – Record Request

DATED: November 6, 2007

ITEM: OCA
RR # 5
Provide the Verizon tariff reference which Verizon relied upon and quoted to FairPoint for DSL service from which FairPoint developed the DSL Cost of Goods Sold (COGS) per unit which is contained in its Discovery Model.

REPLY: Please see Attachment OCA RR-5.

RR # 5

VZ EXHIBIT 9P
NH Docket DT 07-011

ATTACHMENT

OCA RR-5
VZ RR # 5

COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III

5.1 Verizon Infospeed DSL Solutions

5.1.1 Service Description

- A. Verizon Infospeed Digital Subscriber Line (DSL) Solutions are data access services that use DSL technology to transport data over compatible facilities to an end user premises. Data traffic generated by a Company-provided or Customer-provided modem is transported to the Verizon Infospeed DSL Connection Point. From there, the traffic is transported to the End User's Information Service Provider (ISP) or content provider via Company's other data network interface services.
- B. The following types of Verizon Infospeed DSL Solutions are available based on the upstream and downstream speed combinations chosen by Customer:
 1. Verizon Infospeed DSL 768K/128K - provides maximum speeds of 768 Kilobits Per Second (Kbps) downstream and 128 Kbps upstream.
 2. Verizon Infospeed DSL 1.5M/128K - provides maximum speeds of 1.5 Megabits Per Second (Mbps) downstream and 128 Kbps upstream.
 3. Verizon Infospeed DSL 1.5M/384K - provides maximum speeds of 1.5 Mbps downstream and 384 Kbps upstream.
 4. Verizon Infospeed DSL 7.1M/768K - provides maximum speeds of 7.1 Mbps downstream and 768 Kbps upstream.
 5. Verizon Infospeed DSL 384K/384K - provides maximum speeds of 384 Kbps downstream and 384 Kbps upstream.
 6. Verizon Infospeed DSL 768K/768K - provides maximum speeds of 768 Kbps downstream and 768 Kbps upstream.
 7. Verizon Infospeed DSL 3M/768K - provides maximum speeds of 3 Mbps downstream and 768 Kbps upstream.

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Vice President, Federal Regulatory
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VZ EXHIBIT 9P
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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

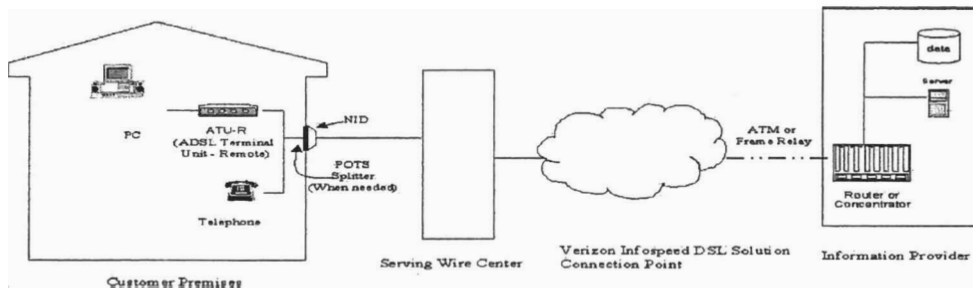
PART III (Continued)

5.1 Verizon Infospeed DSL Solutions (Continued)

5.1.1 Service Description (Continued)

- C. The data speeds listed above are maximum speeds. Actual speeds may be lower due to the impact of loop distance, modem technology and other factors. Therefore, performance levels cannot be guaranteed. This includes data speeds, throughput, and packet loss.
- D. The following diagram depicts a generic view of the components of Verizon Infospeed DSL Solutions and the manner in which the components are combined to provide a complete Verizon Infospeed DSL Solutions connection.

Verizon Infospeed Digital Subscriber Line



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Vice President, Federal Regulatory
Washington, D.C. 20005

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.1 Verizon Infospeed DSL Solutions (Continued)

5.1.1 Service Description (Continued)

E. Optional Features

1. Direct PVC Premium Service

Direct PVC Premium Service allows the customer to provide its end-user with a static Internet Protocol (IP) address on a Verizon Infospeed DSL Solutions arrangement by using a Direct Permanent Virtual Circuit (PVC) architecture.

Direct PVC Premium Service will be provided subject to the availability and limitations of Company facilities.

a. In the following states, the existing network architecture supports the capability to assign static IP addresses. Direct PVC Premium Service is available as a non-chargeable option in these states.

- California, Florida, Idaho, Illinois, Indiana, Michigan, Nevada, North Carolina, Ohio, Oregon, Rhode Island, South Carolina, Texas, Washington, Wisconsin, and the portion of Pennsylvania and Virginia formerly served by GTE. (C)
(S) (x)

b. In the following states, the existing network architecture supports the capability to assign dynamic IP addresses by aggregating the traffic of multiple end-users. Direct PVC Premium Service is available as a chargeable option where facilities allow.

- Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New York/Connecticut, Rhode Island, Vermont, West Virginia, and the portion of Pennsylvania and Virginia formerly served by Bell Atlantic.

(x) Reissued material became effective September 30, 2005 under Transmittal No. 620.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.1 Verizon Infospeed DSL Solutions (Continued)

5.1.2 Terms and Conditions

- A. Company will provision and maintain Verizon Infospeed DSL Solutions from the Verizon Infospeed DSL Connection Point to the Network Interface Device (NID) at the End User's designated premises. Company will advise Customer of any additional equipment necessary to support Verizon Infospeed DSL Solutions. Customer is responsible for obtaining the necessary additional equipment, including any required splitters or filter and a compatible DSL modem.
- B. Customer will provide Company with the necessary information (e.g., End User name and address, circuit information, serving area, etc.) to provision Verizon Infospeed DSL Solutions.
- C. Access from Verizon Infospeed DSL Connection Point will be provided via Company's data network interface services. These services may include, but not limited to, Frame Relay Service (FRS), Asynchronous Transfer Mode Cell Relay Service (ATM), High Capacity Broadband Access Cloud (HiBAC) and Dedicated Special Access services. A minimum connection speed of DS-1 or higher is required for ATM, HiBAC, and FRS data network interface services. The rates and charges for these data network interface services are in addition to the rates and charges for Verizon Infospeed DSL Solutions.
- D. Company offers Verizon Infospeed DSL Solutions service over available, compatible facilities to Customers to serve End Users who subscribe to Company's local exchange service. In addition, Company offers Verizon Infospeed DSL Solutions service over available, compatible facilities to Customers to serve End Users who do not subscribe to Company's local exchange service in the following circumstances:
- (1) Where an existing Customer's End User switches its existing local exchange service from Company to a carrier that does not use Company's switching facilities and does not require a dispatch of Company personnel to the End User's premises; or
 - (2) Where a Customer's End User does not currently subscribe to local exchange service provided either by Company or a carrier that utilizes Company's loop or switching facilities; or

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.1 Verizon Infospeed DSL Solutions (Continued)

5.1.2 Terms and Conditions (Continued)

D. (Cont'd)

- (3) Where a Customer's End User receives local exchange service from a carrier that uses Company's loop and switching facilities, other than a reseller of Company's local exchange service, provided that such carrier has agreed to make the high frequency portion of such loop available to Company at no charge.

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- E. Company will qualify facilities or obtain qualification information on facilities to determine the suitability of such facilities for Verizon Infospeed DSL Solutions. Company will not provide Verizon Infospeed DSL Solutions on facilities that are unsuitable for the service, nor will Company provide Verizon Infospeed DSL Solutions if it determines that such provision will produce interference to other services.

(Issued under Transmittal No. 687)

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.1 Verizon Infospeed DSL Solutions (Continued)

5.1.3 Rate Regulations

- A. Monthly Rate - A Monthly Recurring Charge (MRC) applies for each Verizon Infospeed DSL Solutions arrangement. Monthly rate schedules that are available include month-to-month, one-year term, and Five-Year Volume and Term Discount Plans (VTDP). However, VTDP rates are not available for the 3M/768K speed. All Verizon Infospeed DSL Solutions arrangements are also available under a Five-Year Term and Volume Discount Plan (5N-TVDP) as described in Section 5.3 following. (C)
- B. Service Activation - A single Nonrecurring Charge (NRC) applies for the initial service activation associated with each Verizon Infospeed DSL Solutions arrangement ordered. (C)
- C. ISP/Content Provider Change - A single NRC applies for activities associated with a change in ISP/Content Provider per each Verizon Infospeed DSL Solutions arrangement changed.
- D. Speed Change-Downward - A single NRC applies for activities associated with a downward change in speed from one service type to another with each Verizon Infospeed DSL Solutions arrangement changed.
- E. Speed Change-Upward - A single NRC applies for activities associated with an upward change in speed from one service type to another with each Verizon Infospeed DSL Solutions arrangement changed.
1. For term plan Customers of record prior to April 29, 2003, the Speed Change-Upward NRC is waived except when the Customer converts to a Verizon Infospeed DSL Solutions Five-Year Term and Volume Discount Plan (5N-TVDP) as set forth in Section 5.3.1 within 6 months of making an upward speed change.
- F. Software Change - A single NRC applies for a software change associated with the remapping of circuit information or other software changes associated with a Verizon Infospeed DSL Solutions arrangement. This charge also applies when the Customer's Infospeed DSL Solutions Service is validly assigned, or is suspended and transitioned to a new provider due to nonpayment. The Software Change charge applies to the new provider on a per software change basis.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.1 Verizon Infospeed DSL Solutions (Continued)

5.1.3 Rate Regulations

- G. For Customers ordering Schedule 5E of the Volume and Term Discount Plan who cancels Verizon Infospeed DSL Solutions to designated premises within 30 days of installation, Customer will not be charged the foregoing recurring monthly rate or nonrecurring charge.
- H. Customer may migrate from Infospeed DSL Service or DSL Solutions I or II Service to Infospeed DSL Solutions. If Customer is under an existing volume and term plan for one or more of such service, it will migrate to the equivalent volume and term level for Infospeed DSL Solutions. For example, if Customer subscribes to the Infospeed DSL Service Five-Year VTDP, Schedule F, it would migrate to Schedule E of the Five-Year VTDP for Infospeed DSL Solutions. The date Customer first subscribed to either an Infospeed DSL Service or DSL Solutions VTDP will be the service anniversary date under the Infospeed DSL Solutions VTDP. Customer's existing Infospeed DSL Service and DSL Solutions lines will be counted for purposes of determining Customer's volume attainment for Infospeed DSL Solutions. Such existing lines may not be adjusted immediately to reflect the speed combinations available for Infospeed DSL Solutions.

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I. Direct PVC Premium Service Charge

As described in Section 5.1.1(E) (1) (b) previously, a monthly recurring charge applies for each Direct PVC Premium Service. The charge applies to all available Verizon Infospeed DSL Solutions speeds and is in addition to the rates and charges for the associated Verizon Infospeed DSL Solutions arrangement.

If a customer elects to disconnect Direct PVC Premium Service and maintain the underlying Verizon Infospeed DSL Solutions service arrangement, a new Service Activation Charge, as specified in Section 5.1.6(D) following, will apply.

Certain material on this page formerly appeared on 2nd Revised Page 5-692.

(x) Issued under authority of Special Permission No. 03-048 of the Federal Communications Commission to revise material not yet in effect on 1 day's notice.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.1 Verizon Infospeed DSL Solutions (Continued)

5.1.4 One-Year Term Plan

A. Description

Verizon Infospeed DSL Solutions One-Year Term Plan provides Verizon Customers discounted rates based on commitments of a specific term. The One-Year Term Plan encompasses all of Customer's Verizon Infospeed DSL Solutions arrangements.

If Customer is not the end user of the service, then Customer who purchases Verizon Infospeed DSL Solutions under the One-Year Term Plan assumes the following obligations:

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- Customer will submit orders to Company electronically in a format and manner designated by Company;
- Customer will provision all Customer premises equipment to its End Users;
- Customer will deal directly with its End Users and will be solely liable with respect to all matters relating to the service, including marketing, ordering, installation, maintenance, repair, billing and collections; and
- Customer will not direct its End Users to contact Company regarding any aspect of the service.

Two rate schedules are available for the One-Year Term Plan:

Schedule I is available to Customers that subscribe to the One-Year Term Plan on or before August 31, 2001.

Schedule II is available to Customers that subscribe to the One-Year Term Plan on or after September 1, 2001.

At expiration of the One-Year Term Plan, Customer may choose to convert to the month-to-month rates, or continue with rates, charges, terms and conditions in effect at the end of the expiring Term Plan on a year-to-year basis. A conversion to month-to-month rates, or discontinuance, will require that Customer submit a service change order.

One-Year Term Plans are subject to payments for early termination.

(S) Reissued material which became effective November 21, 2001.

(Issued under Transmittal No. 123)

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.1 Verizon Infospeed DSL Solutions (Continued)

5.1.4 One-Year Term Plan (Continued)

B. Termination without Liability

Customer may terminate a term plan without termination liability should the monthly rates increase during the term of the existing term plan. Subsequent to a rate increase, Customer must either elect to terminate the term plan without liability or continue the term plan at the new rate.

End users subscribing to Verizon Infospeed DSL Solutions arrangement(s) under a one-year term who change to an ISP/Content Provider subscribing to Verizon Infospeed DSL Solutions under a Five-Year Volume and Term Discount Plan are automatically included in the ISP/Content Provider's Five-Year VTDP. No termination liability applies to the terminated one-year term plan of the end user.

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C. Termination Liability

If Customer elects to discontinue its term plan prior to the end of the commitment period, termination liability charges will apply. Liability will be the difference between what would have been charged had Customer had the month- to-month rate for each Verizon Infospeed DSL Solutions arrangement in-service at the end of each month Customer subscribed to the term plan less all payments made and owed.

(Issued under Transmittal No. 292)

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.1 Verizon Infospeed DSL Solutions (Continued)

5.1.5 Five-Year Volume and Term Discount Plan (VTDP)

A. Description

Verizon Infospeed DSL Solutions VTDP provides Customers discounted rates based on commitments of a specific term with minimum volumes. The VTDP rates in this Tariff are applied by service type and only to the Verizon Infospeed DSL Solutions arrangements covered by this Tariff.

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Customer who purchases Verizon Infospeed DSL Solutions under the VTDP assumes the following obligations:

- Customer will submit orders to Company electronically in a format and manner designated by Company;
- Customer will provision all Customer premises equipment to its end users;

Customer will deal directly with its end users and will be solely liable with respect to all matters relating to the service, including marketing, ordering, installation, maintenance, repair, billing and collections; and

- Customer will not direct its end users to contact Company regarding any aspect of the service.

The Five-Year VTDP has five optional volume Commitment Levels, A through E. Each Commitment Level has minimum service arrangement volumes assigned for each year of the VTDP. The Commitment Level includes all of Customer's in-service Verizon Infospeed DSL Solutions and Premium DSL (as described in Section 5.4 following) arrangements provided under this Tariff, and the Infospeed DSL Solutions and Premium DSL arrangements provided in the territory covered by The Verizon Telephone Companies Tariff F.C.C. No. 1 and the Verizon Advanced Data Inc. Tariff F.C.C. No. 1, except for those arrangements that are included in a separate 5N-TVDP. Commitment Levels are selected by Customer and must be designated in Customer's order for VTDP. The Commitment Levels are shown in this Section.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.1 Verizon Infospeed DSL Solutions (Continued)

5.1.5 Five-Year Volume and Term Discount Plan (VTDP) (Continued)

A. Description (Continued)

Contract Year One will begin on the service anniversary date as defined below. The service anniversary date is the date of the order for VTDP designating the Commitment Level and Term, except for the Five-Year Commitment Levels D and E. For Customers selecting the Five-Year Commitment Levels D or E, the service anniversary date is the date six months after the subscription order is submitted, allowing a "Ramp-Up Period". Each Contract Year runs 12 months from its service anniversary date ("Contract Year").

At expiration of a VTDP, Customer may choose a new VTDP, convert to the month-to-month rates, or continue with rates, charges, terms and conditions and Commitment Level in effect at the end of the expiring VTDP on a year-to-year basis. A conversion to a new VTDP or to month-to-month rates, or discontinuance, will require that Customer submit a service change order.

VTDP is subject to payments for missed annual commitments ("Shortfall Liability") and for early termination.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.1 Verizon Infospeed DSL Solutions (Continued)

5.1.5 Five-Year Volume and Term Discount Plan (VTDP) (Continued)

B. Annual Review

The Commitment Level is reviewed at the end of each Contract Year ("Company-provided annual review") on the service anniversary date. A count is taken of all Verizon Infospeed DSL Solutions arrangements in-service as of the last day of the Contract Year. Customers who do not meet the minimum quantity of in-service arrangements for their Commitment Level on such date will be so notified.

If, at the annual review, the total quantity of Verizon Infospeed DSL Solutions arrangements that Customer has in-service on the last day of the Contract Year does not meet the minimum arrangement volume applicable to Customer's subscribed Commitment Level, a Shortfall Liability will be assessed. In addition, Customers with Five-Year Commitment Levels B through E with less than the minimum arrangement volumes will be reassigned to a reduced Commitment Level for the next year based on their current arrangement volume (e.g., a Five-Year VTDP Customer in Commitment Level C with 40,000 arrangements in-service at the end of year three would be placed in Commitment Level B for year four). As an alternative to reassignment, Customer may stay in its existing Commitment Level for the subsequent year by paying the Alternative Shortfall Liability specified below.

Solely at the end of Contract Year One, Customers with Five-Year Commitment Levels D through E, regardless of whether such Customers have met the minimum arrangement volumes for their chosen Commitment Levels, will be automatically continued in their chosen Commitment Levels for Contract Year Two, subject to the Shortfall Liability described below, but will be reassigned in the remaining years, if necessary, based on their arrangement volumes.

At the end of any Contract Year, Customer may elect to move to a higher Commitment Level for the next Contract Year and for the remainder of the VTDP, if it has met the minimum arrangement volume for its existing Commitment Level. However, should Customer fail to meet the minimum arrangement volume for the higher Commitment Level by the end of the Contract Year following such election, an additional charge will be assessed equal to 10% of the Shortfall Liability for the Contract Year, as specified below.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.1 Verizon Infospeed DSL Solutions (Continued)

5.1.5 Five-Year Volume and Term Discount Plan (VTDP) (Continued)

C. Shortfall Liability

Shortfall liability applies to any VTDP Customer with Commitment Levels A through E that fails to meet the minimum arrangement volumes for its designated commitment level.

Shortfall liability is based on the difference between the monthly rate for the designated commitment level and the monthly rate for the commitment level that should have been charged based upon the actual quantity of in-service Verizon Infospeed DSL Solutions arrangements at the end of the contract year. The shortfall liability is equal to the difference in the monthly rate multiplied by the sum of all arrangements in-service at the end of each month during such Contract Year. For example, at the end of Contract Year Two, a Five-Year VTDP Customer with Commitment Level C and only 10,000 arrangements in-service will be assessed the difference in the monthly rate between Commitment Level B and Commitment Level C for each arrangement in-service at the end of each month during the contract year.

Customer may stay in its commitment level by paying an alternative shortfall liability equal to the minimum arrangement volume applicable to its Commitment Level less the actual number of Verizon Infospeed DSL arrangements in-service at the end of the contract year multiplied by the current monthly rate for the selected commitment level, multiplied by six.

Customers who subscribe to Commitment Level E of the Five-Year VTDP shall not be assessed shortfall liability in a contract year if Customer has 95% of the minimum number of DSL service arrangements at the end of such contract year.

An additional payment of 10% of the shortfall liability is assessed those Customers who fail to meet the minimum arrangement volume after moving to a higher commitment level the previous year.

Customers who fall below the minimum arrangement volume for Commitment Level A in any contract year will be terminated from the VTDP and will be subject to termination liability. All of Customer's Verizon Infospeed DSL Solutions arrangements will revert to basic month-to-month rates.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.1 Verizon Infospeed DSL Solutions (Continued)

5.1.5 Five-Year Volume and Term Discount Plan (VTDP) (Continued)

D. Termination without Liability

Customer may terminate a VTDP without termination liability or shortfall liability should the monthly rates increase during the term of the existing VTDP. Subsequent to a rate increase, Customer must either elect to terminate the VTDP without liability, negotiate a new VTDP, or continue the VTDP at the new rate. Customer's continuation in the VTDP 30 days or more following a rate increase shall constitute Customer's election to continue the VTDP at the new rate.

E. Termination Liability

If Customer elects to discontinue its VTDP prior to the end of the commitment period, termination liability charges will apply. Liability will be the lesser of the charges determined by the following calculations:

1. The difference between what would have been charged had Customer had the month-to-month rate for each Verizon Infospeed DSL Solutions arrangement in-service at the end of each month Customer subscribed to the VTDP less all payments made and owed, including any shortfall liability payments made and owed.
2. A charge for the remainder of the commitment period calculated by multiplying the termination fee by the number of months remaining in the Customer's Commitment Period. The termination fee for each Commitment Level is shown in Section 5.1.6(E) following.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.1 Verizon Infospeed DSL Solutions (Continued)

5.1.6 Rates and Charges

A. Month-to-Month Plan*

	<u>Monthly Rate</u>	
Verizon Infospeed 768K/128K	\$ 29.95	
Verizon Infospeed 1.5M/128K	39.95	
Verizon Infospeed 1.5M/384K	39.95	
Verizon Infospeed 7.1M/768K	89.95	(R)
Verizon Infospeed 384K/384K	46.00	
Verizon Infospeed 768K/768K	80.00	
Verizon Infospeed 3M/768K	39.95	

B. One-Year Term Plan*

Schedule I - Applicable to Customers that subscribe to the One-Year Term Plan on or before August 31, 2001.

Verizon Infospeed 768K/128K	\$ 27.50	
Verizon Infospeed 1.5M/128K	36.50	
Verizon Infospeed 1.5M/384K	41.50	
Verizon Infospeed 7.1M/768K	82.50	(R)
Verizon Infospeed 384K/384K	39.00	
Verizon Infospeed 768K/768K	68.00	

Schedule II - Applicable to Customers that subscribe to the One-Year Term Plan on or after September 1, 2001.

Verizon Infospeed 768K/128K	\$ 27.50	
Verizon Infospeed 1.5M/128K	37.50	
Verizon Infospeed 1.5M/384K	37.50	
Verizon Infospeed 7.1M/768K	82.50	(R)
Verizon Infospeed 384K/384K	44.00	
Verizon Infospeed 768K/768K	68.00	
Verizon Infospeed 3M/768K	37.50	

* Wholesale rates are also available to eligible Telecommunications Carriers pursuant to §251(c)(4) of the Telecommunications Act of 1996.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.1 Verizon Infospeed DSL Solutions (Continued)

5.1.6 Rates and Charges (Continued)

C. Five-Year Volume and Term Discount Plan

Note: CL = Commitment Level, CY = Contract Year, and Mo.
Rate = Monthly Rate

CL	CY1	CY2	CY3	CY4	CY5	Verizon	Verizon	Verizon
						Infospeed 768K/128K Mo. Rate	Infospeed 1.5M/128K Mo. Rate	Infospeed 1.5M/384K Mo. Rate
A	125(C)	375	625	1,250	2,500	\$34.50	\$38.50	\$43.50
B	2,500	7,500	22,500	37,500	50,000	33.95	37.95	42.95
C	5,000	15,000	45,000	75,000	100,000	32.95	36.95	41.95
D	25,000	75,000	225,000	375,000	500,000	31.95	35.95	40.95
E	50,000	150,000	450,000	750,000	1,000,000	29.95	33.95	38.95

CL	CY1	CY2	CY3	CY4	CY5	Verizon	Verizon	Verizon
						Infospeed 7.1M/768K Mo. Rate	Infospeed 384K/384K Mo. Rate	Infospeed 768K/768K Mo. Rate
A	125	375	625	1,250	2,500	\$98.95	\$42.00	\$56.00
B	2,500	7,500	22,500	37,500	50,000	92.95	40.00	55.40
C	5,000	15,000	45,000	75,000	100,000	87.95	39.00	54.50
D	25,000	75,000	225,000	375,000	500,000	84.95	38.00	52.25
E	50,000	150,000	450,000	750,000	1,000,000	81.95	36.50	50.00

(Issued under Transmittal No. 123)

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NH Docket DT 07-011

COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.1 Verizon Infospeed DSL Solutions (Continued)

5.1.6 Rates and Charges (Continued)

D. Nonrecurring Charges**

1. Service Activation	\$60.00	
2. ISP/Content Provider Change	60.00	
3. Speed Change - Downward	0.00	(R)
4. Speed Change - Upward	0.00	(R)
5. Software Change*	6.00	

* For existing Customers, the software change fee shall not be assessed for one year for any DS3s of Customers subscribing to the Five-Year Volume and Term Discount Plan offering 5E which are in service as of the effective date of this Tariff.

** Wholesale rates are also available to eligible telecommunications carriers pursuant to §251(c)(4) of the Telecommunications Act of 1996 only if the corresponding monthly rate in the Month-to-Month Plan or One-Year Term Plan offering is subject to a Section §251(c)(4) discount.

E. Termination Liability Charges

<u>Commitment Level</u>	<u>Termination Fee</u>
A	\$ 6,000.00
B	150,000.00
C	250,000.00
D	1,250,000.00
E	2,500,000.00

F. Optional Features

	<u>Monthly Rate#</u>
Direct PVC Premium Service - Per Arrangement	\$15.00

Wholesale rates are also available to eligible telecommunications carriers pursuant to §251(c)(4) of the Telecommunications Act of 1996.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.2 Verizon DSL Over Resold Lines

This service is offered over resold voice lines that terminate on end user premises in the following states:

California	Delaware	District of Columbia	
Florida		Idaho	(C)
Illinois	Indiana	Maine	
Maryland	Massachusetts	Michigan	
Nevada	New Hampshire	New York/Connecticut	(S) (x)
North Carolina	Ohio	Oregon	
Pennsylvania	Rhode Island	South Carolina	
Texas	Vermont	Virginia	
Washington	West Virginia	Wisconsin	

Verizon DSL Over Resold Lines (DRL) is available only to carriers that have an existing resold voice line and seek to engage in the resale of voice and data on a combined basis pursuant to 47 U.S.C. §251(c)(4). Consequently, for purposes of this service, the term "customer" is defined as a telecommunications carrier that resells voice services pursuant to 47 U.S.C. § 251(c)(4).

5.2.1 Service Description

- A. Verizon DSL Over Resold Lines (DRL) is a data access service. It uses DSL technology to transport data over available compatible facilities that are concurrently used to provide resold voice services to the same end user premises. Data traffic generated by a customer-provided modem is transported to the Verizon DRL Connection Point. From there, the traffic is transported to the end user's Information Service Provider (ISP) or content provider via other Company services.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.2 Verizon DSL Over Resold Lines (Continued)

5.2.1 Service Description (Continued)

B. The following types of Verizon DRL are available based on the upstream and downstream speed combinations chosen by the customer. (C)

- 1. Verizon DRL 768K/128K provides maximum speeds of 768 Kilobits per second (Kbps) downstream and 128 Kbps upstream.
- 2. Verizon DRL 1.5M/128K provides maximum speeds of 1.5 Megabits per second (Mbps) downstream and 128 Kbps upstream.
- 3. Verizon DRL 1.5M/384K provides maximum speeds of 1.5 Mbps downstream and 384 Kbps upstream.
- 4. Verizon DRL 7.1M/768K provides maximum speeds of 7.1 Mbps downstream and 768 Kbps upstream.
- 5. Verizon DRL 384K/384K provides maximum speeds of 384 Kbps downstream and 384 Kbps upstream.
- 6. Verizon DRL 768K/768K provides maximum speeds of 768 Kbps downstream and 768 Kbps upstream.
- 7. Verizon DRL 3M/768K provides maximum speeds of 3 Mbps downstream and 768 Kbps upstream. (N)

The data speeds listed above are maximum speeds. Actual speeds may be lower due to the impact of loop distance, modem technology and other factors. Therefore, performance levels cannot be guaranteed. This includes data speeds, throughput, and packet loss.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.2 Verizon DSL Over Resold Lines (Continued)5.2.1 Service Description (Continued)

C. Optional Features

1. Direct PVC Premium Service

Direct PVC Premium Service allows the customer to provide its end-user with a static Internet Protocol (IP) address on a Verizon Infospeed DSL Solutions arrangement by using a Direct Permanent Virtual Circuit (PVC) architecture.

Direct PVC Premium Service will be provided subject to the availability and limitations of Company facilities.

- a. In the following states, the existing network architecture supports the capability to assign static IP addresses. Direct PVC Premium Service is available as a non-chargeable option in these states.

- California, Florida, Idaho, Illinois, Indiana, Michigan, Nevada, North Carolina, Ohio, Oregon, South Carolina, Texas, Washington, Wisconsin, and the portion of Pennsylvania and Virginia formerly served by GTE.

(C)
(S) (x)

- b. In the following states, the existing network architecture supports the capability to assign dynamic IP addresses by aggregating the traffic of multiple end-users. Direct PVC Premium Service is available as a chargeable option where facilities allow.

- Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New York/Connecticut, Rhode Island, Vermont, West Virginia, and the portion of Pennsylvania and Virginia formerly served by Bell Atlantic.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)
PART III (Continued)

5.2 Verizon DSL Over Resold Lines (Continued)

5.2.2 Terms and Conditions

- A. Verizon DRL is available only where suitable facilities are available to end user premises.
- B. Company will provision and maintain Verizon DRL from the Verizon DRL Connection Point to the network interface device at the designated end user premises. Company will advise Customer of any additional equipment necessary to support Verizon DRL. Customer is responsible for obtaining the necessary additional equipment, including any required splitters or filter and a compatible DSL modem.
- C. Customer will provide the Company with the necessary information (e.g., name and address/location, telephone number of the resold voice circuit, serving area, etc., related to end user and ISP/Content Provider) to provision Verizon DRL.
- D. Verizon DRL will be provisioned over compatible facilities where such facilities are available that are suitable for the service and over which Customer is also providing resold voice service pursuant to 47 U.S.C. §251(c)(4); Customer must provide resold voice service to the same end user premises over such facility at the time of ordering Verizon DRL.

Verizon DRL will continue to be provided in the event the end user moves its local exchange service to a carrier who does not use the Company's loop facilities.
- E. Company will obtain qualification information on facilities to determine the suitability of such facilities for Verizon DRL. Company will not provide Verizon DRL on facilities that are unsuitable for the service, nor will Company provide Verizon DRL if it determines that such provision will produce interference to other services.
- F. Verizon DRL will be provided subject to the availability and limitations of Company facilities and related equipment.
- G. Company reserves the right to interrupt temporarily Verizon DRL for maintenance, software upgrades, and in emergency situations.
- H. Customer will obtain from the end user authorization to provide Verizon DRL over that end user's voice line, and to allow Company employees or its authorized agents to enter end user's designated premises at any reasonable hour for the purpose of installing, inspecting, or repairing Verizon DRL arrangement. Customer will also obtain permission from the end user, upon termination of Verizon DRL, to allow Company employees or its authorized agents to enter the premises at a reasonable hour to remove any Company equipment. Customer will present evidence of such authorizations to the Company upon request. **Company may terminate Verizon DRL in the event such authorizations are not obtained and maintained.**

(C) (x)

(D) (x)
(N) (x)
| |
(N) (x)

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.2 Verizon DSL Over Resold Lines (Continued)

5.2.3 Rate Regulations

- A. Monthly Rate - A monthly recurring charge applies for each Verizon DRL arrangement. Monthly rate schedules that are available include month-to-month, one-year term, and Five-Year Volume and Term Discount Plans (VTDP). However, VTDP rates are not available for the 3M/768K speed. (C)
- B. Service Activation - A nonrecurring charge applies for the initial service activation associated with each Verizon DRL arrangement ordered. (C)
- C. ISP/Content Provider Charge - A nonrecurring charge also applies for activities associated with a change in ISP/Content Provider for each Verizon DRL arrangement changed.
- D. Speed Change Downward - A nonrecurring charge applies for activities associated with a downward change in speed from one service type to another with each Verizon DRL arrangement changed.
- E. Speed Change-Upward - There is not a charge applied for activities associated with an upward change in speed from one service type to another service type.
- F. Software Change - A nonrecurring charge applies for a software change associated with the remapping of circuit information or other software changes associated with a Verizon DRL arrangement. This charge is applied on a per software change basis.
- G. Direct PVC Premium Service Charge

As described in Section 5.2.1(C) (1) (b) previously, a monthly recurring charge applies for each Direct PVC Premium Service. The charge applies to all available Verizon DSL Over Resold Lines speeds and is in addition to the rates and charges for the associated Verizon DSL Over Resold Lines arrangement.

If a customer elects to disconnect Direct PVC Premium Service and maintain the underlying Verizon DSL Over Resold Lines service arrangement, a new Service Activation Charge, as specified in Section 5.2.6(D) following, will apply.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.2 Verizon DSL Over Resold Lines (Continued)

5.2.4 One-Year Term Plan

A. Description

Verizon DRL One-Year Term Plan provides Verizon Customers discounted rates based on commitments of a specific term. The One-Year Term Plan encompasses all of Customer's Verizon DRL arrangements.

Customer who purchases Verizon DRL under the One-Year Term Plan assumes the following obligations:

- Customer will submit orders to Company electronically in a format and manner designated by Company;
- Customer will provision all Customer premises equipment to its end users;
- Customer will deal directly with its end users and will be solely liable with respect to all matters relating to the service, including marketing, ordering, installation, maintenance, repair, billing and collections; and

Customer will not direct its end users to contact Company regarding any aspect of the service.

At expiration of the One-Year Term Plan, Customer may choose to convert to the month-to-month rates, or continue with rates, charges, terms and conditions in effect at the end of the expiring Term Plan on a year-to-year basis. A conversion to month-to-month rates, or discontinuance, will require that Customer submit a service change order.

One-Year Term Plans are subject to payments for early termination.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.2 Verizon DSL Over Resold Lines (Continued)

5.2.4 One-Year Term Plan (Continued)

B. Termination without Liability

Customer may terminate a term plan without termination liability should the monthly rates increase during the term of the existing term plan. Subsequent to a rate increase, Customer must either elect to terminate the term plan without liability or continue the term plan at the new rate.

End users subscribing to Verizon Infospeed DSL Solutions arrangement(s) under a one-year term who change to an ISP/Content Provider subscribing to Verizon Infospeed DSL Solutions under a Five-Year Volume and Term Discount Plan are automatically included in the ISP/Content Provider's Five-Year VTDP. No termination liability applies to the terminated one-year term plan of the end user.

(N)
|
(N)

C. Termination Liability

If Customer elects to discontinue its term plan prior to the end of the commitment period, termination liability charges will apply. Liability will be the difference between what would have been charged had Customer had the month- to-month rate for each Verizon DRL arrangement in-service at the end of each month Customer subscribed to the term plan less all payments made and owed.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.2 Verizon DSL Over Resold Lines (Continued)

5.2.5 Five-Year Volume and Term Discount Plan (VTDP)

A. Description

Verizon DRL VTDP provides Customers discounted rates based on commitments of a specific term with minimum volumes. The VTDP encompasses all of Customer's Verizon DRL arrangements.

Customer who purchases Verizon DRL under the VTDP assumes the following obligations:

- Customer will submit orders to Company electronically in a format and manner designated by Company;
- Customer will provision all Customer premises equipment to its end users;
- Customer will deal directly with its end users and will be solely liable with respect to all matters relating to the service, including marketing, ordering, installation, maintenance, repair, billing and collections; and
- Customer will not direct its end users to contact Company regarding any aspect of the service.

The Five-Year VTDP has five optional volume Commitment Levels, A through E. Each Commitment Level has minimum service arrangement volumes assigned for each year of the VTDP. The Commitment Level includes all of Customer's in-service Verizon DRL arrangements provided under this Tariff. VTDP rates are applied by service type. Commitment Levels are selected by Customer and must be designated in Customer's order for VTDP. The Commitment Levels are shown in this Section.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.2 Verizon DSL Over Resold Lines (Continued)

5.2.5 Five-Year Volume and Term Discount Plan (VTDP) (Continued)

A. Description (Continued)

Contract Year One will begin on the service anniversary date as defined below. The service anniversary date is the date of the order for VTDP designating the Commitment Level and Term, except for the Five-Year Commitment Levels D and E. For Customers selecting the Five-Year Commitment Levels D or E, the service anniversary date is the date six months after the subscription order is submitted, allowing a "Ramp-Up Period". Each Contract Year runs 12 months from its service anniversary date ("Contract Year").

At expiration of a VTDP, Customer may choose a new VTDP, convert to the month-to-month rates, or continue with rates, charges, terms and conditions and Commitment Level in effect at the end of the expiring VTDP on a year-to-year basis. A conversion to a new VTDP or to month-to-month rates, or discontinuance, will require that Customer submit a service change order.

VTDP is subject to payments for missed annual commitments ("Shortfall Liability") and for early termination.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.2 Verizon DSL Over Resold Lines (Continued)

5.2.5 Five-Year Volume and Term Discount Plan (VTDP) (Continued)

B. Annual Review

The Commitment Level is reviewed at the end of each Contract Year ("Company-provided annual review") on the service anniversary date. A count is taken of all Verizon DRL arrangements in-service as of the last day of the Contract Year. Customers who do not meet the minimum quantity of in-service arrangements for their Commitment Level on such date will be so notified.

If, at the annual review, the total quantity of Verizon DRL arrangements that Customer has in-service on the last day of the Contract Year does not meet the minimum arrangement volume applicable to Customer's subscribed Commitment Level, a shortfall liability will be assessed. In addition, Customers with Five-Year Commitment Levels B through E with less than the minimum arrangement volumes will be reassigned to a reduced Commitment Level for the next year based on their current arrangement volume (e.g., a Five-Year VTDP Customer in Commitment Level C with 40,000 arrangements in-service at the end of year three would be placed in Commitment Level B for year four). As an alternative to reassignment, Customer may stay in its existing Commitment Level for the subsequent year by paying the alternative shortfall liability specified below.

Solely at the end of Contract Year One, Customers with Five-Year Commitment Levels D through E, regardless of whether such Customers have met the minimum arrangement volumes for their chosen Commitment Levels, will be automatically continued in their chosen Commitment Levels for Contract Year Two, subject to the shortfall liability described below, but will be reassigned in the remaining years, if necessary, based on their arrangement volumes.

At the end of any Contract Year, Customer may elect to move to a higher Commitment Level for the next Contract Year and for the remainder of the VTDP, if it has met the minimum arrangement volume for its existing Commitment Level. However, should Customer fail to meet the minimum arrangement volume for the higher Commitment Level by the end of the Contract Year following such election, an additional charge will be assessed equal to 10% of the Shortfall Liability for the Contract Year, as specified below.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.2 Verizon DSL Over Resold Lines (Continued)

5.2.5 Five-Year Volume and Term Discount Plan (VTDP) (Continued)

C. Shortfall Liability

Shortfall liability applies to any VTDP Customer with Commitment Levels A through E that fails to meet the minimum arrangement volumes for its designated commitment level.

Shortfall liability is based on the difference between the monthly rate for the designated commitment level and the monthly rate for the commitment level that should have been charged based upon the actual quantity of in-service Verizon DRL arrangements at the end of the contract year. The shortfall liability is equal to the difference in the monthly rate multiplied by the sum of all arrangements in-service at the end of each month during such Contract Year. For example, at the end of Contract Year Two, a Five-Year VTDP Customer with Commitment Level C and only 10,000 arrangements in-service will be assessed the difference in the monthly rate between Commitment Level B and Commitment Level C for each arrangement in-service at the end of each month during the contract year.

Customer may stay in its commitment level by paying an alternative shortfall liability equal to the minimum arrangement volume applicable to its Commitment Level less the actual number of Verizon DRL in-service at the end of the contract year multiplied by the current monthly rate for the selected commitment level, multiplied by six.

Customers who subscribe to Commitment Level E of the Five-Year VTDP shall not be assessed shortfall liability in a contract year if Customer has 95% of the minimum number of DRL arrangements at the end of such contract year.

An additional payment of 10% of the shortfall liability is assessed those Customers who fail to meet the minimum arrangement volume after moving to a higher commitment level the previous year.

Customers who fall below the minimum arrangement volume for Commitment Level A in any contract year will be terminated from the VTDP and will be subject to termination liability. All of Customer's Verizon DRL arrangements will revert to basic month-to-month rates.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.2 Verizon DSL Over Resold Lines (Continued)

5.2.5 Five-Year Volume and Term Discount Plan (VTDP) (Continued)

D. Termination without Liability

Customer may terminate a VTDP without termination liability or shortfall liability should the monthly rates increase during the term of the existing VTDP. Subsequent to a rate increase, Customer must either elect to terminate the VTDP without liability, negotiate a new VTDP, or continue the VTDP at the new rate. Customer's continuation in the VTDP 30 days or more following a rate increase shall constitute Customer's election to continue the VTDP at the new rate.

E. Termination Liability

If Customer elects to discontinue its VTDP prior to the end of the commitment period, termination liability charges will apply. Liability will be the lesser of the charges determined by the following calculations:

1. The difference between what would have been charged had Customer had the month-to-month rate for each Verizon DRL arrangement in-service at the end of each month Customer subscribed to the VTDP less all payments made and owed, including any shortfall liability payments made and owed.
2. A charge for the remainder of the commitment period calculated by multiplying the termination fee by the number of months remaining in the Customer's Commitment Period. The termination fee for each Commitment Level is shown in Section 5.2.6(E) following.

(C)
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(C)

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.2 Verizon DSL Over Resold Lines (Continued)5.2.6 Rates and Charges

A. Month-to-Month*

	<u>Monthly Rate</u>	
Verizon DRL 768K/128K	\$29.95	
Verizon DRL 1.5M/128K	39.95	
Verizon DRL 1.5M/384K	39.95	
Verizon DRL 7.1M/768K	89.95	(R)
Verizon DRL 384K/384K	46.00	
Verizon DRL 768K/768K	80.00	
Verizon DRL 3M/768K	39.95	

B. One-Year Term Plan*

Verizon DRL 768K/128K	\$27.50	
Verizon DRL 1.5M/128K	37.50	
Verizon DRL 1.5M/384K	37.50	
Verizon DRL 7.1M/768K	82.50	(R)
Verizon DRL 384K/384K	44.00	
Verizon DRL 768K/768K	68.00	
Verizon DRL 3M/768K	37.50	

* Rates are subject to any appropriate wholesale discount established in the relevant state pursuant to 47 U.S.C. §251(c)(4). The applicable wholesale discount rates are shown in Section 5.2.6 E.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.2 Verizon DSL Over Resold Lines (Continued)

5.2.6 Rates and Charges (Continued)

C. Five-Year Volume and Term Discount Plan

Note: CL = Commitment Level, CY = Contract Year, and Mo. Rate = Monthly Rate

CL	CY1	CY2	CY3	CY4	CY5	Verizon	Verizon	Verizon
						DRL	DRL	DRL
						768K/128K	1.5M/128K	1.5M/384K
						Mo. Rate	Mo. Rate	Mo. Rate
A	125	375	625	1,250	2,500	\$34.50	\$38.50	\$43.50
B	2,500	7,500	22,500	37,500	50,000	33.95	37.95	42.95
C	5,000	15,000	45,000	75,000	100,000	32.95	36.95	41.95
D	25,000	75,000	225,000	375,000	500,000	31.95	35.95	40.95
E	50,000	150,000	450,000	750,000	1,000,000	29.95	33.95	38.95

CL	CY1	CY2	CY3	CY4	CY5	Verizon	Verizon	Verizon
						DRL	DRL	DRL
						7.1M/768K	384K/384K	768K/768K
						Mo. Rate	Mo. Rate	Mo. Rate
A	125	375	625	1,250	2,500	\$98.95	\$42.00	\$56.00
B	2,500	7,500	22,500	37,500	50,000	92.95	40.00	55.40
C	5,000	15,000	45,000	75,000	100,000	87.95	39.00	54.50
D	25,000	75,000	225,000	375,000	500,000	84.95	38.00	52.25
E	50,000	150,000	450,000	750,000	1,000,000	81.95	36.50	50.00

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.2 Verizon DSL Over Resold Lines (Continued)

5.2.6 Rates and Charges (Continued)

D. Non-Recurring Charges*

1. Service Activation	\$60.00
2. ISP/Content Provider Change	60.00
3. Speed Change - Downward	0.00
4. Speed Change - Upward	0.00
5. Software Change #	6.00

(R)

E. Termination Liability Charges

<u>Commitment Level</u>	<u>Termination Fee</u>
A	\$ 6,000.00
B	150,000.00
C	250,000.00
D	1,250,000.00
E	2,500,000.00

* Rates are subject to any appropriate wholesale discount established in the relevant state pursuant to 47 U.S.C. §251(c)(4) only if the corresponding monthly rate in the Month-to-Month Plan or One-Year Term Plan offering is subject to a Section 251(c)(4) discount. The applicable wholesale discount rates are as shown in Section 5.2.6 E.

For existing Customers, the software change fee shall not be assessed for one year for any DS3s of Customers subscribing to the Five-Year Volume and Term Discount Plan offering 5E which are in service as of the effective date of this Tariff.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.2 Verizon DSL Over Resold Lines (Continued)

5.2.6 Rates and Charges (Continued)

F. Wholesale Discount Rates

California	12.00%	
Delaware	20.00%	
District of Columbia	14.79%	(S) (x)
Florida	13.04%	
Idaho	13.50%	(D)
Illinois	17.50%	(S) (x)
Indiana	22.30%	
Maine	25.74%	
Maryland	19.87%	
Massachusetts	29.47%	
Michigan	16.76%	
Nevada	16.00%	(S) (x)
New Hampshire	20.25%	
New York/Connecticut	21.70%	
North Carolina	19.97%	
Ohio	16.41%	
Oregon	17.00%	(S) (x)
Pennsylvania		
Verizon North Inc.	22.80%	
Verizon Pennsylvania Inc.	25.69%	(S) (x)

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VZ EXHIBIT 9P NH Docket DT 07-011

COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.2 Verizon DSL Over Resold Lines (Continued)

5.2.6 Rates and Charges (Continued)

F. Wholesale Discount Rates

Rhode Island	16.38%	
South Carolina	18.66%	
Texas	22.99%	(I)
Vermont	27.66%	(N)
Virginia		
Verizon Virginia Inc.	21.30%	
Virginia - Verizon South Inc.	23.40%	
Washington	10.10%	(N)
West Virginia	17.84%	
Wisconsin	18.45%	

G. Optional Features

	<u>Monthly Rate#</u>
Direct PVC Premium Service	
- Per Arrangement	\$15.00

Wholesale rates are also available to eligible telecommunications carriers pursuant to §251(c)(4) of the Telecommunications Act of 1996.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.3 Verizon Infospeed DSL Solutions Five-Year Term and Volume Discount Plan

5.3.1 Description

Verizon Infospeed DSL Solutions Five-Year Term and Volume Discount Plan (5N-TVDP) provides Customers discounted rates for Verizon Infospeed DSL Solutions (described in Section 5.1.1 preceding) based on commitments of a specific term with minimum volumes. Verizon Infospeed DSL Solutions is subject to the terms and conditions set forth in Section 5.1.2 preceding. Premium DSL Service is subject to the terms and conditions set forth in Section 5.4.2 following.

(C)
(C)

A Customer who purchases Verizon Infospeed DSL Solutions under the 5N-TVDP assumes the following obligations:

- Customer will submit orders to Company electronically in a format and manner designated by Company;
- Customer will provision all Customer premises equipment to its end users;
- Customer will deal directly with its end users and will be solely liable with respect to all matters relating to the service, including marketing, ordering, installation, maintenance, repair, billing and collections; and
- Customer will not direct its end users to contact Company regarding any aspect of the service.
- Customer agrees to be billed via Company's standard billing system for Infospeed DSL.

The 5N-TVDP has three optional volume Commitment Levels, A, B and C. Each Commitment Level has minimum service arrangement volumes assigned for each year of the plan. The Commitment Level includes all of Customer's billed Verizon Infospeed DSL Solutions and Premium DSL (as described in Section 5.4 following) arrangements except (1) any services not converted from a 5-Year VTDP offered under this tariff; (2) any services not converted from 3-Year or 5-Year VTDPs offered under The Verizon Telephone Companies Tariff F.C.C. No. 1; and any services not converted from a 5-Year VTDP offered under Verizon Advanced Data Inc. Tariff F.C.C. No. 1. 5N-TVDP rates are applied by service type. Commitment Levels are selected by Customer and must be designated in Customer's order for 5N-TVDP. The Commitment Levels are specified in Section 5.3.7 following.

(C)
(C)

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.3 Verizon Infospeed DSL Solutions Five-Year Term and Volume Discount Plan (Continued) (N)

5.3.1 Description (Continued)

Customer with an existing 1-Year Term Plan may migrate all existing service arrangements to a 5N-TVDP without termination liability.

Customers with an existing 5-Year Volume and Term Discount Plan have the following options:

Option 1: Customer may convert all existing service arrangements to a 5N-TVDP. The service anniversary date of the 5-Year VTDP being converted will continue to apply. Customer will remain liable for any accrued Shortfall Liability under a 5-Year VTDP. The number of Infospeed DSL Solutions arrangements billed under the 5-Year VTDP being converted will apply to satisfy the minimum arrangement volumes of the 5N-TVDP.

Option 2: Customer may subscribe to a 5N-TVDP plan in addition to its existing 5-Year VTDP. The service anniversary date of the existing 5-Year VTDP will remain in effect, and a new service anniversary date will be established for the 5N-TVDP. Infospeed DSL Solutions arrangements billed under the 5-Year VTDP will not apply to satisfy the minimum arrangement volumes of the 5N-TVDP. Similarly, the number of Infospeed DSL Solutions arrangements billed under the 5N-TVDP will not apply to satisfy the minimum arrangement volumes of the 5-Year VTDP. (N)

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.3 Verizon Infospeed DSL Solutions Five-Year Term and Volume Discount Plan (Continued)

(N)

5.3.1 Description (Continued)

At the expiration of a 5N-TVDP, Customer may commit to a new 5N-TVDP, convert to month-to-month or One-Year Term Plan rates as specified in Section 5.1.6 preceding, or continue with rates, charges, terms and conditions in effect at the end of the expiring 5N-TVDP on a year-to-year basis. A commitment to a new 5N-TVDP, conversion to month-to-month or One-Year Term Plan rates, or a request to discontinue service will require that Customer submit a service change order.

The 5N-TVDP is subject to payments for missed annual commitments ("Shortfall Liability") and for early termination ("Termination Liability").

(N)

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.3 Verizon Infospeed DSL Solutions Five-Year Term and Volume Discount Plan (Continued)

N

5.3.2 Annual Review

The Commitment Level is reviewed at the end of each Subscription Year on the service anniversary date. A count is taken of all billed Verizon Infospeed DSL Solutions arrangements as of the last day of the Subscription Year. Customers who do not meet the minimum quantity of billed arrangements for their Commitment Level on such date will be so notified.

Subscription Year One will begin on the service anniversary date, which is the Subscription Date indicated on the Application For Service agreement signed by the Company and the Customer. Each Subscription Year runs 12 months from its service anniversary date.

If, at the annual review, the total quantity of billed Verizon Infospeed DSL Solutions arrangements that Customer has on the last day of the Subscription Year does not meet the respective minimum Annual Commitment Level, a Shortfall Liability will be assessed. In addition, Customers with Commitment Levels B and C with less than the minimum arrangement volumes will be reassigned to a reduced Commitment Level for the next year based on their current arrangement volume (e.g., a 5N-TVDP Customer in Commitment Level C with 125,000 arrangements billed at the end of year three would be placed in Commitment Level B for year four).

At the end of any Subscription Year, Customer may elect to move to a higher Commitment Level for the next Subscription Year and for the remainder of the 5N-TVDP, if it has met the minimum arrangement volume for its existing Commitment Level. However, should Customer fail to meet the minimum arrangement volume for the higher Commitment Level by the end of the Subscription Year following such election, an additional charge will be assessed equal to 10% of the Shortfall Liability for the Subscription Year, as specified following.

N

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.3 Verizon Infospeed DSL Solutions Five-Year Term and Volume Discount Plan (Continued) (S) (x)

5.3.3 Shortfall Liability

Shortfall liability applies to any 5N-TVDP Customer that fails to meet the minimum arrangement volumes for its designated commitment level.

Shortfall liability is based on the difference between the monthly rate for the designated commitment level and the monthly rate for the commitment level that should have been charged based upon the actual quantity of billed Verizon Infospeed DSL Solutions arrangements at the end of the Subscription Year. The shortfall liability is equal to the difference in the monthly rate multiplied by the sum of all arrangements billed at the end of each month during such Subscription Year. For example, at the end of Subscription Year Two, a 5N-TVDP Customer with Commitment Level C and only 10,000 arrangements in-service will be assessed the difference in the monthly rate between Commitment Level B and Commitment Level C for each arrangement billed at the end of each month during the Subscription Year.

Customer may stay in its commitment level by paying an alternative shortfall liability equal to the minimum arrangement volume applicable to its Commitment Level less the actual number of Verizon Infospeed DSL arrangements billed at the end of the Subscription Year multiplied by the current monthly rate for the selected commitment level, multiplied by six.

An additional payment of 10% of the shortfall liability is assessed those Customers who fail to meet the minimum arrangement volume after moving to a higher commitment level the previous year.

Customers who fall below the minimum arrangement volume for Commitment Level A in any Subscription Year will be terminated from the 5N-TVDP and will be subject to termination liability (refer to Section 5.3.5). All of Customer's Verizon Infospeed DSL Solutions arrangements will revert to the basic month-to-month rates specified in Section 5.1.6 preceding. (S) (x)

If a Customer falls below the minimum volume for Commitment Level A and is terminated from the 5N-TVDP twice, in consecutive Subscription Years, the Customer may not subscribe to any term plan for 12 months after being moved to month-to-month rates. (C) (y)
(C) (y)

(x) Reissued material filed under Transmittal No. 311 on April 14, 2003.
(y) Issued under authority of Special Permission No. 03-048 of the Federal Communications Commission to revise material not yet in effect on 1 day's notice.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.3 Verizon Infospeed DSL Solutions Five-Year Term and Volume Discount Plan
(Continued)

5.3.4 Termination Without Liability

Customer may terminate a 5N-TVDP without termination liability or shortfall liability should the monthly rates increase during the term of the existing 5N-TVDP, exclusive of any increase due to local, state or federal fees, taxes or surcharges. Subsequent to a rate increase, Customer must either elect to terminate the plan without liability or continue the 5N-TVDP at the new rate. Customer's continuation in the 5N-TVDP 30 days or more following a rate increase shall constitute Customer's election to continue the plan at the new rate.

5.3.5 Termination Liability

If Customer elects to discontinue its 5N-TVDP prior to the end of the commitment period, termination liability charges will apply. Liability will be the difference between what would have been charged had Customer had the month-to-month rate set forth in Section 5.1.6 preceding for each Verizon Infospeed DSL Solutions arrangement billed at the end of each month Customer subscribed to the 5N-TVDP less all payments made and owed, including any shortfall liability payments made and owed.

5.3.6 Rate Regulations

- A. Monthly Rate - A monthly recurring charge (MRC) applies for each Verizon Infospeed DSL Solutions arrangement.
- B. Service Activation - A single Nonrecurring Charge (NRC) applies for the initial service activation associated with each Verizon Infospeed DSL Solutions arrangement ordered.
- C. ISP/Content Provider Change - A single NRC applies for activities associated with a change in ISP/Content Provider per each Verizon Infospeed DSL Solutions arrangement changed.

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.3 Verizon Infospeed DSL Solutions Five-Year Term and Volume Discount Plan (Continued)

(N)

5.3.6 Rate Regulations (Continued)

- D. Speed Change-Downward - A single NRC applies for activities associated with a downward change in speed from one service type to another with each Verizon Infospeed DSL Solutions arrangement changed.
- E. Speed Change-Upward - A single NRC applies for activities associated with an upward change in speed from one service type to another with each Verizon Infospeed DSL Solutions arrangement changed.
- F. Software Change - A single NRC applies for a software change associated with the remapping of circuit information or other software changes associated with a Verizon Infospeed DSL Solutions arrangement. This charge also applies when the Customer's Infospeed DSL Solutions Service is validly assigned, or is suspended and transitioned to a new provider due to nonpayment. The Software Change charge applies to the new provider on a per software change basis.
- G. Customer ordering Commitment Level C of the 5N-TVDP who cancels Verizon Infospeed DSL Solutions to designated premises within 30 days of installation will not be charged the foregoing recurring monthly rate or nonrecurring charge.

(N)

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.3 Verizon Infospeed DSL Solutions Five-Year Term and Volume Discount Plan
 (Continued)

5.3.7 Rates and Charges

A. Monthly Rates

CL	SY1	SY2	SY3	SY4	SY5	Verizon	Verizon	Verizon
						Infospeed 768K/128K Mo. Rate	Infospeed 1.5M/128K Mo. Rate	Infospeed 1.5M/384K Mo. Rate
A	50	100	150	200	250	\$13.95	\$28.95	\$28.95
B	400	800	1,200	1,600	2,000	12.95	27.95	27.95
C	50,000	100,000	150,000	200,000	250,000	11.95	26.95	26.95

CL	SY1	SY2	SY3	SY4	SY5	Verizon	Verizon	Verizon
						Infospeed 7.1M/768K Mo. Rate	Infospeed 384K/384K Mo. Rate	Infospeed 768K/768K Mo. Rate
A	50	100	150	200	250	\$72.95 (R)	\$40.00	\$56.00
B	400	800	1,200	1,600	2,000	67.95 (R)	38.00	54.00
C	50,000	100,000	150,000	200,000	250,000	60.95 (R)	34.00	50.00

CL	SY1	SY2	SY3	SY4	SY5	Verizon
						Infospeed 3M/768K Mo. Rate
A	50	100	150	200	250	\$28.95
B	400	800	1,200	1,600	2,000	27.95
C	50,000	100,000	150,000	200,000	250,000	26.95

Note: CL = Annual Commitment Level (billed lines in service)
 SY = Subscription Year
 Mo. Rate = Monthly Rate

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III (Continued)

5.3 Verizon Infospeed DSL Solutions Five-Year Term and Volume Discount Plan (Continued)

5.3.7 Rates and Charges (Continued)

B. Nonrecurring Charges

1. Service Activation	\$60.00	
2. ISP/Content Provider Change	60.00	
3. Speed Change - Downward	0.00	(R)
4. Speed Change - Upward	0.00	(R)
5. Software Change	6.00	

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III

5.4 Verizon Infospeed Premium Digital Subscriber Line Service (Premium DSL) (N)

5.4.1 Description

Premium DSL is a high-speed symmetrical (upstream and downstream data rates are equal) data-only access service. Premium DSL also features static IP Addressing, Variable Bit Rate Non-Real Time Quality of Service and support for multiple users. The service uses DSL technology to transport data over compatible facilities to an end user premises. Data traffic generated by a customer-provided modem is transported to the Verizon Premium DSL Connection Point. From there, the traffic is transported to the end user's Information Service Provider (ISP) or content provider via other Telephone Company services.

- A. Static IP Addressing - The Internet Protocol (IP) address assigned to a computer never changes. The static IP address becomes the permanent address of the computer on the internet, making it possible for other Internet users to locate and connect to the computer.
- B. Variable Bit Rate Non-Real Time Quality of Service - Provides customers with traffic prioritization throughout the ATM network. For example, during times of congestion on the network, the data of Premium DSL customers will have a significantly higher bandwidth prioritization (i.e., low cell loss) over the data of other non-Premium DSL customers.

Five service level tiers of Premium DSL are available:

- (1) 192/192 Kbps
- (2) 384/384 Kbps
- (3) 768/768 Kbps
- (4) 1.1/1.1 Mbps
- (5) 1.5/1.5 Mbps

The data speeds listed above are maximum speeds. Actual speeds may be lower due to the impact of loop distance, modem technology and other factors.

(N)

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III

5.4 Verizon Infospeed Premium Digital Subscriber Line Service (Premium DSL)
(Continued)

5.4.2 Terms and Conditions (Continued)

(N)

The minimum service period for Premium DSL is one year. In the event Premium DSL is disconnected in less than one year, a minimum service period charge, as described in 5.4.4 following, will be assessed.

Premium DSL is provided subject to the availability and limitations of Telephone Company facilities and related equipment.

The Company will provision and maintain Premium DSL from the Verizon Premium DSL Connection Point to the network interface device (NID) at the designated end user premises. The Company will advise the customer of any additional equipment necessary to support Premium DSL. The customer is responsible for obtaining the necessary additional equipment, such as a compatible DSL modem.

Access from Verizon Premium DSL Connection Point may be provided via Telephone Company data network interface services such as Frame Relay Service, Asynchronous Transfer Mode (ATM) Service and dedicated Special Access services. The regulations, rates and charges for the specific type of service apply as specified in other Telephone Company tariff(s) from which the service is ordered and are in addition to rates and charges for Premium DSL.

The customer will provide the Company with the necessary information (e.g., name and address/location, telephone number, serving area, etc., related to end user and ISP/Content Provider) to provision Premium DSL.

The Company will obtain qualification information on facilities to determine suitability of such facilities for Premium DSL. The Company will not provide Premium DSL on facilities that are unsuitable for the service, nor will the Company provide Premium DSL if it determines that such provision will produce interference to other services.

(N)

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III

5.4 Verizon Infospeed Premium Digital Subscriber Line Service (Premium DSL)
(Continued)

5.4.2 Terms and Conditions (Continued)

(N)

The Company reserves the right to temporarily interrupt Premium DSL for maintenance, software upgrade and in emergency situations. The customer will obtain authorization from the end user to allow the Company employees or its authorized agents to enter end user's designated premises at any reasonable hour for the purpose of installing, inspecting or repairing the Premium DSL arrangement. The customer will also obtain permission from the end user, upon termination of Premium DSL, to allow Company employees or its authorized agents to enter the premises at a reasonable hour to remove any Company equipment. The customer will present evidence of such authorizations to the Company upon request. The Company may terminate an end user's Premium DSL in the event such authorizations are not obtained and maintained.

Scheduled maintenance activities that adversely affect service will be conducted during pre-determined maintenance windows at time intervals that have the least likelihood of interruption to service during peak usage periods.

(N)

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III

5.4 Verizon Infospeed Premium Digital Subscriber Line Service (Premium DSL)
(Continued)

5.4.3 Rate Regulations

(N)

- A. Monthly Rate - A monthly recurring charge applies for each Premium DSL arrangement.
- B. DSL Installation Charge - A nonrecurring DSL Installation Charge applies for the installation/acquisition of loop facilities from the Premium DSL Connection Point to the end user's premises.
- C. Service Activation - A nonrecurring charge applies for the initial service activation associated with each Premium DSL arrangement.
- D. ISP/Content Provider Charge - A nonrecurring charge applies for activities associated with a change in ISP/Content Provider for each Premium DSL arrangement changed.
- E. Speed Change/Downward - A nonrecurring charge applies for activities associated with a downward change in speed from one service type to another with each Premium DSL arrangement changed.
- F. Speed Change/Upward - No nonrecurring charge applies for activities associated with an upward change in speed from one service type to another with each Premium DSL arrangement changed.
- G. Software Change - A nonrecurring charge applies for a software change associated with the remapping of circuit information or other software changes associated with a Premium DSL arrangement. This charge is applied on a per software change basis. This charge also applies when the customer's Premium DSL service is validly assigned, or when the customer's Premium DSL service is suspended and transitioned to a new provider due to nonpayment. In this case, the software change charge applies to the new provider on a per software change basis.
- H. Service Aggregation - The number of billed Premium DSL arrangements provided under this tariff may apply to satisfy the minimum arrangement volumes the customer has committed to under either a VTDP or 5N-TVDP for Verizon Infospeed DSL Solutions. Premium DSL rates and charges set forth in 5.4.5 apply.

(N)

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III

5.4 Verizon Infospeed Premium Digital Subscriber Line Service (Premium DSL)
(Continued)

5.4.4 Minimum Service Period Charge

The customer may disconnect Premium DSL without a minimum service period charge should the monthly rate increase during the term of the existing one year commitment, exclusive of any increase due to local, state or federal fees, taxes or surcharges. The Telephone Company will notify the customer in advance of any upcoming rate increase in order to allow sufficient time for the customer to determine if it wishes to disconnect Premium DSL.

Upon notification by the Telephone Company of an upcoming rate increase, the customer must either elect to disconnect the service without liability or continue the service at the new rate. The customer's continuation of Premium DSL 30 days or more following a rate increase shall constitute the customer's election to continue at the new rate.

If a customer elects to discontinue Premium DSL prior to the end of the one year minimum service period without the occurrence of a Premium DSL rate increase, a minimum service period charge will apply. The minimum service period charge is equal to the lesser of \$250.00, or the monthly rate for the customer's service, as set forth herein, times the number of months remaining in the initial one year minimum service period.

(N)
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(N)

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COMMUNICATIONS SERVICES TARIFF

SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

PART III

5.4 Verizon Infospeed Premium Digital Subscriber Line Service (Premium DSL)
 (Continued)

5.4.5 Rates and Charges

A. Monthly Rates

	<u>Monthly Rate*</u>
Premium DSL 192 Kbps	\$ 85.00
Premium DSL 384 Kbps	108.00
Premium DSL 768 Kbps	125.00
Premium DSL 1.1 Mbps	163.00
Premium DSL 1.5 Mbps	222.00

B. Nonrecurring Charges*

	<u>Nonrecurring Charges</u>
DSL Installation Charge	\$150.00
Service Activation	60.00
ISP/Content Provider Change	60.00
Speed Change - Downward	35.00
Speed Change - Upward	0.00
Software Change	6.00

(N)

(N)

* Wholesale rates are also available to eligible telecommunications carriers pursuant to §251(c)(4) of the Telecommunications Act of 1996 and are set forth in Part III, Section 5.2.6F of this tariff.

(N)

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(N)

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