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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.5 Audio Conferencing Services (Continued)**

**THIS SERVICE HAS BEEN CANCELED AND WITHDRAWN.**

(N)

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Issued: April 17, 2008

Effective: May 17, 2008

by:

Director - Tariffs  
Verizon Select Services Inc.  
600 Hidden Ridge, 2nd Floor  
Irving, TX 75038

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**Missouri Public**  
**Service Commission**

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.5 Audio Conferencing Services (Continued)**

**THIS SERVICE HAS BEEN CANCELED AND WITHDRAWN.**

(N)

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Issued: April 17, 2008

Effective: May 17, 2008

by:

Director - Tariffs  
Verizon Select Services Inc.  
600 Hidden Ridge, 2nd Floor  
Irving, TX 75038

**FILED**  
**Missouri Public**  
**Service Commission**

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.5 Audio Conferencing Services (Continued)**

**THIS SERVICE HAS BEEN CANCELED AND WITHDRAWN.**

(N)

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Issued: April 17, 2008

Effective: May 17, 2008

by:

Director - Tariffs  
Verizon Select Services Inc.  
600 Hidden Ridge, 2nd Floor  
Irving, TX 75038

**FILED**  
**Missouri Public**  
**Service Commission**

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.6 Reserved for Future Use**

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**4.2.7 Reserved for Future Use**

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.8 Reserved for Future Use**

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**4.2.9 Reserved for Future Use**

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**Reserved for Future Use**

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Issued: June 1, 2001

Effective: July 1, 2001

by:

Donald R. Fowler, Director - Tariffs  
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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.10 Digital Private Line**

**THIS SERVICE HAS BEEN CANCELED AND WITHDRAWN.**

(N)

(D)

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Issued: October 1, 2015

Effective: October 31, 2015

by:

Director - Tariffs  
Verizon Select Services Inc.  
600 Hidden Ridge, 2nd Floor  
Irving, TX 75038

**FILED**  
**Missouri Public**  
**Service Commission**  
**YX-2016-0095**

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.11 Large Business Voice Service****4.2.11.1 Large Business Voice I Service**

This service is no longer available to new Customers.

**A. General**

Business Customers who generate total annual long distance charges of \$24,000 up to \$360,000 may enroll in this plan. This plan offers fixed-rate voice grade service.

Customer must select a one, two, three, four, or five-year term commitment. Customer must commit to a minimum annual dollar amount of \$24,000, \$36,000, \$48,000, \$60,000, \$84,000, \$120,000, \$240,000 or \$360,000 per year of the term commitment. Eligible dollar amounts will consist of Customer's total domestic and international outbound usage, domestic inbound usage, calling card usage and surcharges, and monthly recurring charges, including other usage and charges for Carrier's full range of regulated services, except for VIN E-800 Service which is excluded. Data usage contributes to eligible dollar amounts when Customer signs a contract that contains both voice and data services.

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(C)

Rates are found in Section 5.9.1.

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**B. Restrictions**

Service provided over Wide Area Telephone Service (WATS) lines, mobile service, pay station, residential lines, and lines with handicap discounts are not eligible for this plan.

Usage charges for Operator Assisted calls (0+, 0-) Third Number-Billed or Collect calls will be counted toward Customer's minimum annual commitment only for Customer lines included in this plan. Customer must specify all lines to be included under this plan. Operator service charges (0-, 0+, Third Number-Billed and Collect calls) and Directory Assistance calls will not be discounted, but are included in Customer's commitment level.

Material omitted from this sheet now appears on Sheet 37.6.1.



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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.11 Large Business Voice Service (Continued)****4.2.11.1 Large Business Voice I Service (Continued)****B. Restrictions (Continued)**

Customers who select Large Business Voice I Service are not eligible for any other Carrier discount plans. (M)

When a term commitment expires, Customer will have 30 days to select another Carrier service plan. If Customer fails to notify Carrier within this time frame, Carrier will place Customer on the Large Business Voice II Service plan with pricing that corresponds to a one-year term and a \$24,000 annual commitment level. The new rates will be effective on the first of the month following 30-day grace period.

**C. Rating of Calls**

Calls will be sub-minute rated based on an initial period of 18 seconds, with the additional periods being billed in six-second increments thereafter. (M)

Material appearing on this sheet previously appeared on Sheets 37.6 and 37.7.

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Issued: March 5, 2002

Effective: April 4, 2002

by:

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****Missouri Public****4.2.11 Large Business Voice Service (Continued)****4.2.11.1 Large Business Voice I Service (Continued)**

REC'D MAY 17 2002

**D. Rate Determination****Service Commission**

Customer's fixed rates are calculated by determining Customer's annual dollar commitment and the term of the agreement selected by Customer.

**E. Minimum Revenue Commitment**

If Customer does not achieve the minimum annual commitment level selected, they will be assessed the incremental difference annually. For example, if Customer commits to \$24,000 annually and the actual long distance usage is \$20,000, then Customer will be billed for the \$4,000 shortfall. In addition, the current rates will be re-negotiated based on the new adjusted commitment level.

**F. Early Termination Charges**

If Customer terminates the contract prior to fulfillment of the term selected, a 40% Early Termination Charge (ETC) will be billed to Customer for the number of years remaining under Customer selected commitment.

Customer will not be liable for termination charges for a specified service if a new service of the same type and of equal or greater charges is ordered, and the order is received by Carrier during the same calendar year in which the original service is discontinued by Customer, provided the expiration date of the contract plan for the new service is on or after the expiration date of the terminated plan.

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**G. Local Access Facilities**

Customer may arrange for local access facilities on its own, or may elect to have Carrier coordinate access arrangements. Access facilities arranged by Carrier will be billed to Customer at rates found by referring to Carrier's Federal Rate Schedule 3. Any special construction or non-standard charges assessed by the company supplying the local access will also be the responsibility of Customer.

Issued: May 16, 2002

Effective: June 17, 2002

by:

Donald R. Fowler, Director - Tariffs  
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**Missouri Public**

FILED JUN 17 2002

**Service Commission**

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****Missouri Public  
Service Commission****4.2.11 Large Business Voice Service (Continued)****REC'D JUL 01 2002****4.2.11.2 Large Business Voice II Service**

This service is no longer available to new Customers, effective August 1, 2002. (C)  
(C)

This plan is an add-on to the interstate filing of Large Business Voice II Service in Carrier's Federal Rate Schedule 3. Large Business Voice II Service will carry the same terms and conditions of Large Business Voice I Service with the following exceptions: (T)

- A. Customer must select a one, two, or three-year term commitment. There is no four or five-year term commitment available.
- B. Annual commitment levels available are \$24,000, \$36,000, \$48,000, \$60,000, \$84,000, \$120,000, \$180,000, \$240,000, \$300,000, or \$360,000 per year. Eligible dollar amounts will consist of Customer's total domestic and international outbound usage, domestic inbound usage, calling card usage and surcharges, and monthly recurring charges, including usage and charges for Carrier's full range of regulated services, except for VIN E-800 Service which is excluded. Data usage contributes to eligible dollar amounts when Customer signs a contract that contains both voice and data services.
- C. The Specialized Services Total Bill Discount does not apply to Large Business Voice II Service.
- D. When a term commitment expires, Customer will have 30 days to select another Carrier service plan. If Customer fails to notify Carrier within this time frame, Carrier will place Customer on the Large Business Voice II Service plan with pricing that corresponds to a one-year term and a \$24,000 annual commitment level. The new rates will be effective on the first of the month following a 30-day grace period.
- E. Rates are found in Section 5.9.2.

**Missouri Public  
Service Commission****FILED AUG 01 2002**

Issued: July 1, 2002

Effective: August 1, 2002

by:

Donald R. Fowler, Director - Tariffs  
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Irving, TX 75038

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.11 Large Business Voice Service (Continued)****4.2.11.2 Large Business Voice Service II (Continued)****Contract Liability Extension**

If one of the first two conditions and the second and third provision exist, Carrier and Customer may agree to transition Customer to the next lower annual commitment level:

- A. If after the ninth month in a one-year contract, Customer is not on schedule to reach their commitment level at the end of the 12 months. Or if after the 11th month in a two- or three-year term contract, Customer is not on schedule to reach their commitment level at the end of the first year.
- B. Customer must meet at least 75% of the original annual commitment level.
- C. Customer must have an original annual commitment level no less than \$36,000.

Upon agreement by both Carrier and Customer, Customer's rates will be re-negotiated based on the new adjusted annual commitment level either before the 12th month anniversary date in a one-year contract or within 45 days after the 12th month anniversary date in a two- or three-year term contract. This commitment term and volume will not be renegotiated more than once in any consecutive 18-month period. In conjunction with this re-negotiation, Customer will be assessed five percent on the actual long distance usage billed for the subject year. For example, if Customer's original annual commitment was \$48,000 for a two-year term and Customer's actual long distance usage for the first 12 months is \$38,000, then Customer has the option to adjust the commitment level to \$36,000 for a new two year term. However, Customer will be billed five percent of the \$38,000, which is \$1,900.

If Customer does not re-negotiate the commitment level, the original contract term remains in-place and the minimum annual revenue commitment stated in Large Business Voice I, Section 4.2.11, based on the original contract term, will be assessed.

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****Missouri Public****4.2.11 Large Business Voice Service (Continued)****REC'D MAY 17 2002** (T)  
(N)**4.2.11.2 Large Business Voice II Service (Continued)****Early Termination Charges****Service Commission**

If Customer terminates the contract prior to fulfillment of the term selected, an Early Termination Charge (ETC) of 40% of Customer's annual commitment will be billed to Customer for the number of years remaining under the customer-selected commitment.

Customer will not be liable for termination charges for a specified service if a new service of the same type and of equal or greater charges is ordered, and the order is received by Carrier during the same calendar year in which the original service is discontinued by Customer, provided the expiration date of the contract plan for the new service is on or after the expiration date of the terminated plan.

(N)

**Missouri Public****FILED JUN 17 2002****Service Commission**

Issued: May 16, 2002

Effective: June 17, 2002

by:

Donald R. Fowler, Director - Tariffs  
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Irving, TX 75038

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

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**4.2.13 Reserved for Future Use**

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.14 Reserved for Future Use**

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.15 10K Flat Rate Connections Service**

This service is no longer available to new Customers.

**A. General**

Business Customers who generate \$1,000 - \$2,000 per month in charges can enroll in this service. Service is available for switched voice service only and offers a fixed rate. Intrastate service is an add-on to the interstate service.

Customer must select a one, two, or three year term plan and must commit to a minimum revenue amount of \$10,000 per year. Eligible revenue dollars consist of Customer's total domestic and international outbound usage, domestic inbound usage, calling card usage and surcharges, and monthly recurring charges including usage and charges for Carrier's full range of services.

Rates for this service are in Section 5.14.

**B. Restrictions/Conditions**

Customers on this service will be eligible to participate in the PIC Change Charge Credit Promotion, the Toll Free Plan II Promotion, and the Flat Rate Connections Promotion. No other promotions will apply for this service.

All other restrictions and conditions for Large Business Voice Service I detailed in Sections 4.2.11, B., C., D. and F. apply to this service as well, unless otherwise stated.

When a term commitment expires, Customer will have 30 days to select a similar service plan of this Carrier. If Customer fails to notify Carrier within this time frame, Carrier will place Customer on the GTE Great Connections Service with pricing that corresponds to a one year term and a \$10,000 annual commitment level. The new rates will be effective on the first of the month following 30-day grace period.

**C. Minimum Revenue Commitment**

If Customer does not achieve the annual commitment level, they will be assessed the incremental difference annually. For example, if Customer does not meet his \$10,000 annual commitment and bills only \$8,000 in long distances charges, then Customer will be billed the \$2,000 shortfall. In addition, the current rates will be renegotiated based on the new adjusted commitment level.



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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.16 Reserved for Future Use**

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**4.2.17 Reserved for Future Use**

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**4.2.18 Reserved for Future Use**

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.19 5K Flat Rate Connections Service**

This service is no longer available to new Customers.

**A. General**

Business Customers who generate \$5,000 - \$9,999 annually in long distance charges can enroll in this service. Service is available for switched voice service only, and offers a fixed rate. Customer must commit to a one-year term plan, and a minimum revenue amount of \$5,000 for that year. Eligible revenue dollars consist of Customer's total domestic and international inbound and outbound usage, calling card usage and surcharges, and monthly recurring charges including usage and charges for this service. After Customer has met his commitment for the contract period, he is eligible to remain with Carrier and receive the flat rate with no further commitment levels to be met as long as there is no interruption in service.

Rates for this service are in Section 5.

**B. Restrictions/Conditions**

No other intrastate promotions will apply for this service.

All other restrictions and conditions for Large Business Voice Service I detailed in Sections 4.2.11 apply to this service as well, unless otherwise stated.

**C. Minimum Revenue Commitment**

If Customer does not achieve the annual commitment level for the one-year term, they will be assessed the shortfall difference. For example, if Customer does not meet his \$5,000 annual commitment and bills only \$2,800 in long distances charges, then Customer will be billed the \$2,200 shortfall.

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.20 Reserved for Future Use**

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**4.2.21 Calling Card Options - Conference Calling**

Customers may use Carrier's calling card to make conference calls, which may include up to eight different parties. Conference call surcharges are in lieu of normal calling card surcharges. Operator surcharges will apply if an Operator is used in setting up the call. Per minute rates apply on a per leg basis.

Rates are in Section 5.20.

**4.2.22 Reserved for Future Use**

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.23 Reserved for Future Use****4.2.24 Great Connections Service**

This service is no longer available for new Customers.

(C)

- A. Business Customers who generate \$1,000 - \$2,000 per month in long distance charges can enroll in this service. Service is available for switched voice service only and offers fixed rates for both inbound and 1+ dialed outbound domestic calls. Calls which utilize the Carrier dial-around method are not eligible for the Great Connections Service. Intrastate is an add-on to Carrier's interstate service offering.

Customer must select a one or two-year term plan, and must commit to a minimum revenue amount of \$10,000 per year. Eligible commitment revenue consists of Customer's total 1+ domestic usage, international outbound usage, ITFS usage, domestic inbound usage, calling card usage and surcharges, and monthly recurring charges, including other usage and charges for Carrier's full range of regulated services, except for VIN E-800 Service and data usage which is excluded.

Rates are found in Section 5.23.

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.24 Great Connections Service (Continued)****B. Conditions/Restrictions**

New business Customers and existing business Customers who have met all current contract requirements are eligible for this service. Service must be stand-alone voice service. It cannot be combined with data services. No intrastate promotions apply for this service.

All other restrictions and conditions applicable for Large Business Voice I Service apply to this service, unless otherwise stated.

When a term commitment expires, Customer will have 30 days to select another Carrier service plan. If Customer fails to notify Carrier within this time frame, Customer will continue to receive the same pricing as listed in their contract. (N)  
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**C. Minimum Revenue Commitment**

If Customer does not achieve the annual commitment level, they will be assessed the shortfall difference annually. For example, if Customer does not meet his \$10,000 annual commitment and bills only \$8,000 in long distance charges, then Customer will be billed the \$2,000 shortfall. In addition, the current rates will be re-negotiated based on the new adjusted commitment level.

**D. Early Termination Charges**

If Customer terminates the contract prior to fulfillment of the term selected, an Early Termination Charge (ETC) of 40% of Customer's annual commitment will be billed to Customer for the number of years remaining under the customer-selected commitment.

Customer will not be liable for termination charges for a specified service if a new service of the same type and of equal or greater charges is ordered, and the order is received by Carrier during the same calendar year in which the original service is discontinued by Customer, provided the expiration date of the contract plan for the new service is on or after the expiration date of the terminated plan.

**4.2.25 Reserved for Future Use**

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Issued: January 29, 2003

Effective: March 2, 2003

by:

Donald R. Fowler, Director - Tariffs  
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600 Hidden Ridge, 2nd Floor  
Irving, TX 75038

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.26 Reserved for Future Use**

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Issued: June 1, 2001

Effective: July 1, 2001

by:

Donald R. Fowler, Director - Tariffs  
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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.27 Reserved for Future Use**

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**4.2.28 Reserved for Future Use**

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.29 Reserved for Future Use**

**4.2.30 Digital Private Line II Service**

**THIS SERVICE HAS BEEN CANCELED AND WITHDRAWN.**

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Issued: October 1, 2015

Effective: October 31, 2015

by:

Director - Tariffs  
Verizon Select Services Inc.  
600 Hidden Ridge, 2nd Floor  
Irving, TX 75038

**FILED**  
**Missouri Public**  
**Service Commission**  
**YX-2016-0095**



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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.30 Digital Private Line II Service (Continued)**

**THIS SERVICE HAS BEEN CANCELED AND WITHDRAWN.**

(N)

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Issued: October 1, 2015

Effective: October 31, 2015

by:

Director - Tariffs  
Verizon Select Services Inc.  
600 Hidden Ridge, 2nd Floor  
Irving, TX 75038

FILED  
Missouri Public  
Service Commission  
YX-2016-0095

---

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**(Reserved for future use)**

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Issued: September 29, 2000

Effective: October 30, 2000

by:

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.31 Frame Relay Service**

This service is no longer available to new Customers.

**A. General**

Frame Relay Service is a high-performance, cost effective data offering for connectivity of multiple Local Area Networks (LANs) or Systems Network Architecture (SNA) locations. Frame Relay Service uses shared facilities and statistical multiplexing to transport data communications. Frame Relay Service delivers bandwidth-on-demand internetworking connections, providing up to T1 speeds. It is ideal for intensive, bursty data transmission applications.

Dedicated access facilities provide access to the frame relay network through ports. Connectivity to the frame relay network is provided through PVCs which provide logical software connections for communications between ports on the network. Multiple PVCs can be defined on any given port providing a single access line the capability to transmit data to multiple destinations.

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.31 Frame Relay Service (Continued)****B. Rate Elements**

There are three primary components to Frame Relay Service:

- Local Access Facility (dedicated)
  - Frame Relay Port
  - Permanent Virtual Circuit (PVCs)
1. Local Access Facility - Customers may access the frame relay network through 56 Kbps (DS0) or 1.544 Mbps (DS1) digital facilities.
  2. Frame Relay Port - The frame relay port provides the physical connection between the local access facility and the frame relay network. The port also provides the logical termination of the PVCs assigned to the port. The port speed provides the maximum (burst) speed for which Customer is capable of sending or receiving information through an individual port. Customers select a speed for each frame relay port, ranging from 56 Kbps to 1.544 Mbps. The sum of the individual PVCs speed can not exceed the port speed. The port speed must be large enough to accommodate the cumulative egress of all PVCs connected to the port.
  3. Frame Relay Permanent Virtual Circuit and Committed Information Rate (CIR) - The PVC provides the logical dedicated communications path (circuit) between two ports. PVCs use packet switching technology to automatically route around network related failures. PVCs are predefined for each pair of end point devices so a virtual network path (circuit) is always available without call set-up delay. This results in faster access to the network, better response time for end user applications, and a high degree of network security.

A CIR is assigned to each PVC. The CIR defines the average minimum data transmission rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can exceed the CIR when excess capacity is available on the port and on the network. When excess capacity exists, an average data rate above the CIR may be achieved up to the port capacity. Data sent across a virtual connection in excess of the connection's CIR will be marked by the network as being discard eligible in event of network congestion, and will be delivered only if the instantaneous demand for the output on the transmission channel is equal to or less than the capacity of the queue for that channel.

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.31 Frame Relay Service (Continued)****B. Rate Elements (Continued)****4. Network to Network Interface (NNI)**

This option permits Customers to connect separate frame relay network arrangements. In addition to regular Frame Relay Service rates, non-recurring charges and monthly recurring charges for a PVC and for the NNI connection will apply. The PVC is available at a designated CIR, and the NNI connection charge corresponds to the PVC/CIR selected.

**C. Features****1. Service Standards**

Network availability is calculated by taking network downtime in minutes and subtracting it from Customer's total monthly minutes. The result is divided by the total monthly minutes for all PVCs. The monthly minutes are determined by multiplying the number of days and quantity of PVCs in a month by 1,440. The resulting percentage provides Customer's calculated network availability. Carrier defines network downtime as the number of minutes from Customer reported outage at a PVC level until Customer accepted cleared outage report.

Carrier is committed to maintain a service delivery data rate of 98.0%, for Customer's frame relay virtual network. This data rate is measured monthly based on statistics included in Carrier's monthly frame relay performance report. Carrier will refund one monthly recurring charge for the Frame Relay Port and the PVC for failing to meet the service delivery commitment. There will be no credit given for any access facility that does not maintain the service delivery data rate. Service remains subject to all Regulations in Section 2 above.

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.31 Frame Relay Service (Continued)****C. Features (Continued)****1. Service Standards (Continued)**

- (a) Service delivery data rate is calculated as follows:

Rate = TEK / (TIK-SDBBEK), where:

TIK is the Total Ingress Kiloframes. The total number of kiloframes offered to the frame relay network, by all PVCs across all access facilities.

TEK is the Total Egress Kiloframes. The total number of kiloframes delivered by the frame relay network, by all PVCs across all access facilities.

SDBBEK is the Subtotal Discarded BC + BE Exceeded Kiloframes. The number of total discarded kiloframes induced by Customer access facilities with mismatched speeds. BC represents the data rate allowed under normal conditions across a PVC. BE represents the maximum burst allowed across a PVC; Carrier uses a BE PVC setting to restrict a Customer with two different access facility speeds from offering the network more data than the remote location could physically receive (e.g., one access facility has an access speed of 1.544 Mbps and a remote access facility of 56 Kbps; it would be impossible for the remote location to receive continuous burst of 1.544 Mbps speeds). If a Customer burst is above BE, the data will be discarded at the entry level port.

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.31 Frame Relay Service (Continued)****C. Features (Continued)****1. Service Standards (Continued)****(b) Components excluded from the calculation of service delivery data rate (and any associated refunds) are:**

- Customer with network configuration of less than four PVCs and less than 5,000 kiloframes;
- any act or omission on the part of any third party including, but not limited to, any local access provider;
- data loss during the scheduled maintenance windows;
- data lost resulting from Customer configurations where the egress port is not engineered with enough capacity to handle traffic loads from the remote sites;
- a month in which Customer fails to transmit in aggregate at least (5,000) kiloframes of data;
- back-up PVCs;
- any month in which Customer undergoes network configuration changes, such as upgrades to, or additions of PVCs or access ports;
- discarded frames due to excess BC + BE data (subtracted as part of the service delivery data rate); and
- no credit for the first month of service.

**(c) Service Delivery**

In the event that actual service delivery data rate falls below committed data rate and Carrier is unable to remedy such failure within 60 days, Carrier will migrate these PVCs that have not met the standard within that 60 day period to a 19.2 Kbps minimum data rate. There is no additional charge for this migration or use of the 19.2 Kbps minimum data rate. After the service is able to meet the minimum, Carrier may migrate the 19.2 Kbps PVCs back to regular Frame Relay Service.

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.31 Frame Relay Service (Continued)****C. Features (Continued)****2. Local Access Diversity**

Local access diversity provides a diverse physical link through a secondary or alternate route from Customer premise to the access POP. This provides a back-up circuit in the event of a primary circuit failure. Any special construction or non-standard charges incurred by Customer will be the responsibility of Customer.

**D. Additional Terms and Conditions of Service**

Frame Relay Service is provided where facilities and operating conditions permit and where technically feasible.

Minimum service period for Frame Relay Service is one year.

Customer must give Carrier 30 days prior written notice to terminate Frame Relay Service.

Customers will continue to pay the rates that were in effect at the time Customer signed the original contract. These rates will remain in effect until the contract expires.

Rates are found in Section 5.30.

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Issued: September 20, 2002

Effective: October 21, 2002

by:

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.32 One Wide Area Network (WAN) Service**

**THIS SERVICE IS NO LONGER AVAILABLE TO NEW CUSTOMERS. EXISTING CUSTOMERS WILL BE GRANDFATHERED UNTIL TERMINATED BY EITHER CARRIER OR CUSTOMER, FOLLOWING EXPIRATION OF ANY SERVICE TERM. DURING GRANDFATHERING, CUSTOMERS MAY NOT MAKE ANY MOVES, ADDS, CHANGES, OR RENEWALS UNLESS THEIR AGREEMENT EXPRESSLY PERMITS IT. FOR CUSTOMERS ON MONTH-TO-MONTH TERMS, CARRIER MAY TERMINATE THE SERVICE WITH SIX MONTHS WRITTEN NOTICE. CUSTOMER MAY TERMINATE AT ANY TIME.** (C)

**4.2.32.1 Description of Service**

Carrier's One Wide Area Network (One WAN) Service is a high-speed service that provides Customers a single platform to integrate their voice, video and data communications needs. It combines the statistical multiplexing efficiencies of packet switching with the low delay characteristics of circuit switching technologies.

Carrier's service is a connection-oriented, cell-based service that provides virtual connections between Customer's site and one or more locations. Each connection may be a Permanent Virtual Channel Connection (PVCC) or a Permanent Virtual Path Connection (PVPC). Each supported virtual connection is a point-to-point connection. Physical access to One WAN Service is provided in speeds from DS-1 to OC-48c.

One WAN Service is available to Customers in the U.S. and its territories where Carrier has the necessary intrastate facilities in place.

One WAN Service is offered subject to availability of necessary intrastate facilities and services and is provided only through designated Points of Presence (POPs).

There are three major network elements required to provision this service

**A. Access**

A digital private line connecting Customer location to Carrier network is required in this service offering. This service can be provisioned over DS-1, NxDS-1 where N=2-8 using Inverse Multiplexing Over ATM (IMA), DS-3, OC-3c, OC-12c and OC-48c digital private line connections. If NxDS-1 access is required, IMA equipment will be required for each NxDS-1 access location. The access line speed must match the User to Network Interface UNI port speed. Each access line can accommodate multiple virtual circuits or paths. Access is offered in the following arrangements.

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Issued: January 15, 2013

Effective: February 15, 2013

by:

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Irving, TX 75038

**FILED**  
**Missouri Public**  
**Service Commission**  
**YX-2013-0314**

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

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**4.2 Description of Services (Continued)****4.2.32 One Wide Area Network (WAN) Service (Continued)****4.2.32.1 Description of Service (Continued)****A. Access (Continued)**

For UNI ports, Carrier will set up access arrangements on behalf of Customer for the One WAN Service purchased. Any charges associated with the provisioning of the access circuits including, but not limited to, local access charges, coordination charges, access service order charges, or any other charge associated with gaining access from Customer premise to the POP will be considered "Access Charges". This includes any Nonrecurring charge (NRC) incurred in association with obtaining access regardless of contract term. Any special construction or non-standard charges assessed by the company supplying the local access will also be the responsibility of Customer. Any such access charge as described above will be billed directly to Customer.

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Issued: October 8, 2003

Effective: November 10, 2003

by:

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**Filed**  
Missouri Public  
Service Commission

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.32 One Wide Area Network (WAN) Service (Continued)****4.2.32.1 Description of Service (Continued)****B. Port (C)**

A UNI port provides entry into the One WAN Service network via an access circuit that connects Customer's location to the UNI port and is required for provisioning this service. The UNI port speed must match the speed of the access circuit. Each port can accommodate multiple virtual connections. (C)

A Network to Network Interface (NNI) port connects Carrier's network to another cell based network.

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**C. Permanent Virtual Connections (PVCs) (T)**

A PVCC and a PVPC are logical circuits that define a specific path for data sent by Customer to another location. These connections are virtual because they are established in software tables and enable all PVPCs and PVCCs on the port to share the available port bandwidth. This also enables multiple logical connections to be defined on any given port, thereby providing a single access line the capability to transmit data to multiple destinations. PVPC provides for aggregation of multiple PVCCs into a single path. All PVCCs in a PVPC must have the same originating and terminating end ports. (C)

PVCs are defined by the class of service and transmission speed. (C)

**1. Class of Service**

Classes of service are dictated by the traffic priority parameters. Traffic prioritization parameters refer to priorities given to cell transmissions and sensitivity of cells to delay, delay variation and loss within the network. Constant Bit Rate (CBR) traffic is given first priority, Variable Bit Rate-Real Time (VBR-rt) traffic is given second priority. Variable Bit Rate-Non Real Time (VBR-nrt) traffic is given third priority and Unspecified Bit Rate (UBR) is given last priority, based upon the traffic in the network at any given point in time. (C)

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Issued: October 8, 2003

Effective: November 10, 2003

by:

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**Filed**  
Missouri Public  
Service Commission

---

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.32 One Wide Area Network (WAN) Service (Continued)****4.2.32.1 Description of Service (Continued)****C. Permanent Virtual Connections PVCs (Continued) (T)****1. Class of Service (Continued)**

These are the four classes of service offered to Customers:

- Constant Bit Rate (CBR): A class of service that supports the transmission of a continuous bit stream of traffic from those applications such as video, voice, and circuit emulation, which require rigorous timing control and performance parameters.
- Variable Bit Rate-Real Time (VBR-rt): A class of service that allows the transmission of applications requiring low cell delay variation. For example, VBR-rt would be utilized for applications such as variable bit rate video compression, and packetized voice and video, which are somewhat tolerant of delay.
- Variable Bit Rate-Non Real Time (VBR-nrt): A class of service that allows for applications that can tolerate larger cell delay variation than VBR-rt. For example VBR-nrt would be utilized for applications such as data file transfers.
- Unspecified Bit Rate (UBR): A class of service that allows for applications that only require "Best Effort" transport performance and are not delay sensitive.

**2. Transmission Speed**

Transmission speed is a function of the amount of logical bandwidth reserved for each PVCC and PVPC. The speed is designated by Peak Cell Rate (PCR) and/or Sustained Cell Rate (SCR). PCR and/or SCR are assigned to each PVCC or PVPC. PCR is the highest available transmission rate on a Variable Bit Rate (VBR) and the continuous transmission rate allowed for a CBR connection. SCR is the average transmission rate for a VBR connection. (T) (C)

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Issued: October 8, 2003

Effective: November 10, 2003

by:

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Irving, TX 75038

**Filed**  
Missouri Public  
Service Commission

---

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.32 One Wide Area Network (WAN) Service (Continued)****4.2.32.1 Description of Service (Continued)****C. Permanent Virtual Connections PVCs (Continued)****2. Transmission Speed (Continued)**

Customers may purchase PCR or SCR in 64 Kbps up to 1984 Kbps and in 1 Mbps increments for 2 Mbps and above.

**D. Frame Relay to ATM Interworking**

Frame to ATM Interworking enables the interconnection of Frame Relay PVCs to ATM PVCs. National FastPacket Services support Frame to ATM Service Interworking (FRASI - Translation Mode) and Frame to ATM Network Interworking (FRANI - Transparent Mode). FRANI and FRASI PVCs are billed as ATM VBR-nrt PVCs.

**E. Service Level Agreements**

1. Operational Service Level Agreements (SLAs). Operational SLAs are available for ATM Services where the Customer purchases at least five (5) PVCs.

- a. On-Time Provisioning.

On-Time Provisioning Measurement. Carrier agrees to complete installation of the PVC no later than the Firm Order Commitment (FOC) due date issued by Carrier plus twenty-four (24) hours. Carrier will issue a FOC date upon completion of its review of available required facilities and components. Completion of design and ordering related forms and documents (including but not limited to network design, configuration, and data gathering forms) must occur prior to providing the FOC date. This SLA shall not apply to orders where an expedited interval has been requested or for disconnection orders.

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Issued: January 21, 2005

Effective: February 21, 2005

by:

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.32 One Wide Area Network (WAN) Service (Continued)**

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**4.2.32.1 Description of Service (Continued)****E. Service Level Agreements (Continued)****1. Operational Service Level Agreements (SLAs) (Continued)****a. On-Time Provisioning (Continued)**

On Time Provisioning Service Response Credits (SRCs). If Carrier fails to install a PVC within twenty-four (24) hours after the FOC date because of Carrier's sole fault, Carrier will provide an SRC equal to fifty percent (50%) of the associated Monthly Recurring Charge (MRC) for the month in which the due date is missed for the PVC. SRCs shall not be available if Carrier determines after the FOC date is issued that sufficient facilities are not available to provision the order, where special construction of facilities is required, or when the FOC date is missed because the local access service is not available. SRCs will not be available for missed FOC dates if the Customer provides inaccurate information on the order, revises the order or is not ready to accept the Service on the FOC date.

**b. Mean Time to Repair (MTTR)**

MTTR Measurement. Under the MTTR SLA, Carrier will measure the average Time to Repair (TTR) for Customer-reported interruptions in the Service with respect to PVCs provided herein ("Interruption"). Interruption means a condition that renders a PVC unavailable for use by Customer due to a fault caused by Carrier in the ATM network. To be measured under this SLA, Customer must report any Interruption to a Carrier-designated entity for the opening of a trouble ticket. The TTR is measured from the date and time a trouble ticket is opened by Carrier and the date and time when such ticket is closed by Carrier. In measuring the TTR, any stop clock time associated with the trouble shall be subtracted from such measurement.

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Issued: January 21, 2005

Effective: February 21, 2005

by:

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.32 One Wide Area Network (WAN) Service (Continued)**

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**4.2.32.1 Description of Service (Continued)****E. Service Level Agreements (Continued)****1. Operational Service Level Agreements (SLAs) (Continued)****b. Mean Time to Repair (MTTR) (Continued)****MTTR Measurement (Continued)**

For purposes of this measurement stop clock time refers to a) periods when Customer testing is occurring; b) periods when Carrier is awaiting Customer authorization to commence work on a PVC; c) periods following a repair of a PVC when the ticket is held open by Customer to ensure the trouble is resolved; and d) any time period during which any of the occurrences listed in Section 4.2.32.1.E.3 (SLA Exclusions) existed. The SLA shall not apply to cases of trouble where no trouble was found or repeated cases of trouble for the same Interruption. It also does not apply to an Interruption related to the provisioning of a new PVC. The MTTR SLA shall be measured on a calendar month basis and shall be calculated by adding the TTR for all Interruptions and dividing that sum by the total number of trouble tickets opened for Interruptions for that Customer during that month.

**MTTR SRCs.** If the average MTTR for Interruptions for a calendar month exceeds four (4) hours but is less than eight (8) hours, Carrier shall provide a credit of fifty percent (50%) of the MRC for any individual PVC that is unavailable for use for more than four (4) consecutive hours during such calendar month. If the average MTTR for Interruptions for a calendar month exceeds eight (8) hours, Carrier shall provide a credit of fifty percent (50%) of the MRC for any individual PVC that is unavailable for use for more than four (4) but less than eight (8) consecutive hours, and a credit of one hundred percent (100%) of the MRC for any individual PVC that is unavailable for use for more than eight (8) consecutive hours.

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Issued: January 21, 2005

Effective: February 21, 2005

by:

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.32 One Wide Area Network (WAN) Service (Continued)**

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**4.2.32.1 Description of Service (Continued)****E. Service Level Agreements (Continued)****1. Operational Service Level Agreements (SLAs) (Continued)****c. Network Availability**

Network Availability Measurement. Network Availability refers to the percentage of time during a calendar month that the Service is available for use by Customer. The Carrier threshold for Network Availability is 99.90%. Network 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 the month (1,440 minutes multiplied by the number of days in month multiplied by the number of PVCs, less the number of minutes that the PVCs were interrupted during month, divided by the number of available minutes for the month, i.e. 1,440 minutes multiplied by the number of days in month multiplied by the number of PVCs). Carrier will not round up the calculation to reach the 99.90% threshold. The Network Availability SLA is only available for outages reported by Customer by opening a trouble ticket with Carrier. An interruption for PVCs shall be computed, and be subject to the same restrictions and exclusions, as set forth in Section 4.2.32.1.E.1.b pertaining to Interruptions for MTTR.

Network Availability SRCs. If overall Network Availability is less than the threshold of 99.90% for a calendar month, Carrier will provide a credit equal to ten percent (10%) of the associated MRC for any individual PVC that did not meet such threshold during such calendar month.

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Issued: January 21, 2005

Effective: February 21, 2005

by:

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.32 One Wide Area Network (WAN) Service (Continued)**

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**4.2.32.1 Description of Service (Continued)****E. Service Level Agreements (Continued)**

2. Customer Consent: To the extent necessary to measure Carrier's performance under the SLAs set forth herein, Customer consents to Carrier obtaining on Customer's behalf its trouble history with local carriers that provide the portion of the network covered by the SLAs.
3. SLA Exclusions: SLAs do not apply to the extent that any of the following reasons prevented or delayed Carrier's performance in meeting such SLAs:
  - a. The acts of Customer or other party authorized by Customer to use the Service, including but not limited to Customer's negligence, Customer's refusal to grant Carrier reasonable access to its premises for testing/repair, Customer's refusal to release the Service for testing and/or repair, Customer's maintenance activities or its rearrangement of the Service or where Customer has exceeded the purchased PVC bandwidth;
  - b. Service trouble caused by Customer's CPE or facilities on its side of the demarcation point or any power, equipment, service or systems not provided by Carrier;
  - c. Services that have been in service for less than a month (except for the SLA for On-Time Provisioning);
  - d. Scheduled maintenance and downtimes;
  - e. Unavailability of network monitoring or management equipment or reporting; or
  - f. Any other reason outside the control of Carrier.

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Issued: January 21, 2005

Effective: February 21, 2005

by:

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.32 One Wide Area Network (WAN) Service (Continued)**

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**4.2.32.1 Description of Service (Continued)****E. Service Level Agreements (Continued)****4. Limitation on SRCs.:**

Limitation on SRCs. The combined total of any SRCs applied to a Customer's ATM Service contracted herein or in other Carrier agreements may not exceed the following:

- a. For any calendar month, the total SRCs applied to an affected PVC may not exceed one hundred percent (100%) of the MRC billed to the Customer for such PVC for that month.
- b. For any calendar year, the total SRCs shall not exceed ten percent (10%) of the total annual revenue of the prior calendar year billed to the Customer for qualifying PVCs, or \$200,000 per Customer per ATM Service, whichever is less. For any calendar year in which the Customer had less than twelve (12) full months of revenue for qualifying PVCs in the prior calendar year, the SRCs may not exceed \$20,000 per Customer per ATM Service.
- c. To receive an SRC, Customer must request such SRC in writing within thirty (30) calendar days of the end of the SRC monitoring period. The request must include a list of all impacted PVC identification numbers and the type of SRC requested for each PVC.

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Issued: January 21, 2005

Effective: February 21, 2005

by:

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---

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.32 One Wide Area Network (WAN) Service (Continued)****4.2.32.2 Additional Charges/Regulations**

Customer may choose between Option 1, Option 2, Option 3 or Option 4 to price their entire network. Options 1 and 2 are mutually exclusive and cannot be combined with other options. Options 3 and 4 may be combined

**A. Expedites**

Carrier may offer expedites. However, Carrier does not guarantee a shortened installation interval for every accepted expedite request.

**B. Service Upgrades**

Customer may elect to terminate services and enter a new commitment for an upgraded service (as determined in the sole discretion of Carrier) without the imposition of termination charges subject to the following conditions;

1. When Customer upgrades service, the order to discontinue the existing service and the order to upgrade service must be received by Carrier at the same time; and
2. The total Monthly Recurring Charge (MRC) of the new commitment for the upgraded service must be equal to or greater than the total monthly rate of the discontinued services. Rates for the upgraded service including any discount will be those in effect at the time the service upgrade is ordered; and
3. The new term commitment for an upgraded service must terminate no earlier than the term commitment for the discontinued services and must be at least a one year term; and
4. Any charges associated with access or facilities that occur in the termination of the existing circuits and the provisioning of the upgraded circuits will be billed to Customer.

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Issued: January 21, 2005

Effective: February 21, 2005

by:

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.32 One Wide Area Network (WAN) Service (Continued)****4.2.32.2 Additional Charges/Regulations (Continued)****C. Renewal Options**

At the end of a contract term, Customer may renew his contract for another term under the rates applicable at the time of renewal. If Customer does not select a renewal plan or does not request the termination of service, Customer will continue to be billed at the existing rates. (C)

**D. Notification of Discontinuance**

Carrier must receive a written request for discontinuance of a service arrangement at least 60 days prior to actual disconnection of service. Recurring charges will apply for a period of 60 days from the date Carrier receives disconnect notification or until the requested disconnect date, whichever period is longer. (C)

**E. Service Termination Charges**

1. After the service has been completely installed, if Customer terminates service, either fully or partially the following charges apply. (C)
  - a. Full Service Termination: If Customer causes this service to be terminated prior to the expiration of the service period, service termination charges shall apply as follows:
    - i) For the first year of the service period, 100% of the the MRC commitment multiplied by the number of months remaining in the first year of the service period, plus
    - ii) After the first year of the service period, 50% the MRC commitment multiplied by the number of months remaining in the service period.
    - iii) Customer will be billed for all termination charges at the next invoice date.
  - b. Partial Service Termination: If Customer partially terminates service causing the MRC to fall below the MRC commitment identified in the Customer's agreement with Carrier during each month of the service period, termination charges shall apply as follows: (C)

Issued: October 8, 2003

Effective: November 10, 2003

by:

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Verizon Select Services Inc.  
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Irving, TX 75038

**Filed**  
Missouri Public  
Service Commission

---

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.32 One Wide Area Network (WAN) Service (Continued)****4.2.32.2 Additional Charges/Regulations (Continued)**

- E. Service Termination Charges (Continued) (C)
1. (Continued)
- b. (Continued)
- i) For the first year of the service period, 100% of the difference between the MRC commitment and the MRC after the service termination, multiplied by the number of months remaining in the first year of the service period, plus.
- ii) 50% of the difference between the MRC commitment and the MRC after the service termination, multiplied by the number of months remaining in the service period after the first year.
- iii) Customer will be billed for all termination charges at the next invoice date. (C)
- F. Order Cancellation Charges (C)
- If Customer cancels an order prior to the service being completely installed, Customer shall pay Carrier all Nonrecurring Charges (NRCs) and any charges incurred by Carrier associated with the access circuits or additional facilities provided by its underlying providers. (N)
- G. Move or Change in Service Address
- If Customer requests moving an access circuit due to a change in a physical service address during the service period, Carrier will do so in accordance with the following conditions:
1. Any NRCs associated with installing service at the new address will be billed to Customer; and
2. Any charges incurred by Carrier associated with access or additional facilities that occur in the termination of the existing circuits and the provisioning of the moved or change service will be billed to Customer; and
3. Carrier will re-price the service with the new location's address, and if the re-priced service is higher than the original agreement amount, Customer will begin paying the higher MRC when the service move is completed. (N)

Issued: October 8, 2003

Effective: November 10, 2003

by:

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Irving, TX 75038

**Filed**  
Missouri Public  
Service Commission

---

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.32 One Wide Area Network (WAN) Service (Continued)****4.2.32.2 Additional Charges/Regulations (Continued)**

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**H. Obligations of Customer**

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In addition to Obligations of Customer provisions found in Section 2, Customer must also provide compatible equipment in accordance with interface specifications defined in ANSI Standards for ATM services. Customer is responsible for the installation, operation and maintenance of any Customer Provided Equipment (CPE). Furthermore, CPE that interfaces with Carrier's network must perform traffic shaping.

Customer is responsible for providing accurate information pertaining to ordering, repair, contact information, billing, and product specific requirements. Customer must specify the speed for each access port and access line ordered. Customer must specify the SCR, PCR, and traffic management parameters at the time of the order for each PVC/PVP.

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Customer must provide to Carrier an address for each Customer location requiring service and a point of contact with information to include the contact name, telephone number, mailing address, and electronic mail (e-mail) address for notification purposes.

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Issued: October 8, 2003

Effective: November 10, 2003

by:

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**Filed**Missouri Public  
Service Commission

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.33 Frame Relay II Service**

This service is no longer available to new Customers.

(C)

**A. General**

Frame Relay Service is a high-performance, cost effective data offering for connectivity of multiple Local Area Networks (LANs) or Systems Network Architecture (SNA) locations. Frame Relay Service uses shared facilities and statistical multiplexing to transport data communications. Frame Relay Service delivers bandwidth-on-demand internetworking connections, providing up to T1 speeds. It is ideal for intensive, bursty data transmission applications.

Dedicated access facilities provide access to the frame relay network through ports. Connectivity to the frame relay network is provided through Permanent Virtual Circuits (PVCs) which provide logical software connections for communications between ports on the network. Multiple PVCs can be defined on any given port providing a single access line the capability to transmit data to multiple destinations.

**B. Rate Elements**

There are three primary components to Frame Relay Service:

- Local Access Facility (dedicated)
- Frame Relay Port
- Permanent Virtual Circuit (PVCs)

1. Local Access Facility - Customers may access the frame relay network through 56 Kbps (DS0) or 1.544 Mbps (DS1) digital facilities.
2. Frame Relay Port - The frame relay port provides the physical connection between the local access facility and the frame relay network. The port also provides the logical termination of the PVCs assigned to the port. The port speed provides the maximum (burst) speed for which Customer is capable of sending or receiving information through an individual port. Customers select a speed for each frame relay port, ranging from 56 Kbps to 1.544 Mbps. The sum of the individual PVCs speed can not exceed the port speed. The port speed must be large enough to accommodate the cumulative egress of all PVCs connected to the port.

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.33 Frame Relay Service II (Continued)**

**B. Rate Elements (Continued)**

3. Frame Relay Permanent Virtual Circuit (PVC) and Committed Information Rate (CIR) - The PVC provides the logical dedicated communications path (circuit) between two ports. PVCs use packet switching technology to automatically route around network related failures. PVCs are predefined for each pair of end point devices so a virtual network path (circuit) is always available without call set-up delay. This results in faster access to the network, better response time for end user applications, and a high degree of network security.

A Committed Information Rate (CIR) is assigned to each PVC. The CIR defines the average minimum data transmission rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can exceed the CIR when excess capacity is available on the port and on the network. When excess capacity exists, an average data rate above the CIR may be achieved up to the port capacity. Data sent across a virtual connection in excess of the connection's CIR will be marked by the network as being discard eligible in event of network congestion, and will be delivered only if the instantaneous demand for the output on the transmission channel is equal to or less than the capacity of the queue for that channel.

4. Network to Network Interface (NNI)

This option permits Customers to connect separate frame relay network arrangements. In addition to regular Frame Relay Service rates, non-recurring charges and monthly recurring charges for a NNI PVC and for the NNI connections will apply. The NNI PVC is available at a designated CIR, and the NNI connection charges correspond to the NNI PVC/CIR selected.

**C. Features**

1. Service Standards

Network availability is calculated by taking network downtime in minutes and subtracting it from Customer's total monthly minutes. The result is divided by the total monthly minutes for all PVCs. The monthly minutes are determined by multiplying the number of days and quantity of PVCs in a month by 1,440. The resulting percentage provides Customer's calculated network availability. Carrier defines network downtime as the number of minutes from Customer reported outage at a PVC level until Customer accepted cleared outage report.



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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.33 Frame Relay Service II (Continued)**

C. Features (Continued)

1. Service Standards (Continued)

Carrier is committed to maintain a service delivery data rate of 98.0%, for Customer's frame relay virtual network. This data rate is measured monthly based on statistics included in Carrier's monthly frame relay performance report. Carrier will refund one monthly recurring charge for the frame relay port and the PVC for failing to meet the service delivery commitment. There will be no credit given for any access facility that does not maintain the service delivery data rate. Service remains subject to all Regulations in Section 2 above.

(a) Service delivery data rate is calculated as follows:

Rate =  $\text{TEK} / (\text{TIK} - \text{SDBBEK})$ , where:

TIK is the Total Ingress Kiloframes. The total number of kiloframes offered to the frame relay network, by all PVCs across all access facilities.

TEK is the Total Egress Kiloframes. The total number of kiloframes delivered by the frame relay network, by all PVCs across all access facilities.

SDBBEK is the Subtotal Discarded BC + BE Exceeded Kiloframes. The number of total discarded kiloframes induced by Customer access facilities with mismatched speeds. BC represents the data rate allowed under normal conditions across a PVC. BE represents the maximum burst allowed across a PVC; Carrier uses a BE PVC setting to restrict Customer with two different access facility speeds from offering the network more data than the remote location could physically receive (e.g., one access facility has an access speed of 1.544 Mbps and a remote access facility of 56 Kbps; it would be impossible for the remote location to receive continuous burst of 1.544 Mbps speeds). If Customer burst is above BE, the data will be discarded at the entry level port.

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.33 Frame Relay Service II (Continued)**

C. Features (Continued)

1. Service Standards (Continued)

(b) Components excluded from the calculation of service delivery data rate (and any associated refunds) are:

- Customers with network configuration of less than four PVCs and less than 5,000 kiloframes;
- any act or omission on the part of any third party including, but not limited to, any local access provider;
- data loss during the scheduled maintenance windows;
- data lost resulting from Customer configurations where the egress port is not engineered with enough capacity to handle traffic loads from the remote sites;
- a month in which Customer fails to transmit in aggregate at least (5,000) kiloframes of data;
- back-up PVCs;
- any month in which Customer undergoes network configuration changes, such as upgrades to, or additions of PVCs or access ports;
- discarded frames due to excess BC + BE data (subtracted as part of the service delivery data rate); and
- no credit for the first month of service.

(c) Service Delivery

In the event that actual service delivery data rate falls below committed data rate and Carrier is unable to remedy such failure within 60 days, Carrier will migrate these PVCs that have not met the standard within that 60 day period to a 19.2 Kbps minimum data rate. There is no additional charge for this migration or use of the 19.2 Kbps minimum data rate. After the service is able to meet the minimum, Carrier may migrate the 19.2 Kbps PVCs back to regular Frame Relay Service.

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.33 Frame Relay Service II (Continued)****C. Features (Continued)****2. Local Access Diversity**

Local access diversity provides a diverse physical link through a secondary or alternate route from Customer premise to the access POP. This provides a back-up circuit in the event of a primary circuit failure. Any special construction or non-standard charges incurred by Customer will be the responsibility of Customer.

**D. Additional Terms and Conditions of Service**

Frame Relay Service is provided where facilities and operating conditions permit and where technically feasible.

Minimum service period for Frame Relay Service is one year.

Customer must give Carrier 30 days prior written notice to terminate Frame Relay Service.

Existing Customers will continue to pay the rates that were in effect at the time Customer signed the original contract. These rates will remain in effect until the contract expires, unless Customer upgrades service. To qualify as an upgrade of service, one of the following must apply:

- Customer must add a new port of PVC to existing network.
- Customer must upgrade the port speed of an existing network.
- Customer must increase the CIR on an existing port or PVC.

In addition to meeting one of the conditions above, Customer must also renew their existing contract for a term equal to or greater than the original contract (i.e., if a Customer is in year two of a three year contract, Customer must sign another contract equal to three years or greater). If Customer does not qualify for an upgrade of service, when Customer's term commitment expires on an original contract, Customer may select a new payment period option at current Tariff rates.

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Issued: September 20, 2002

Effective: October 21, 2002

by:

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.33 Frame Relay II Service (Continued)****D. Additional Terms and Conditions of Service (Continued)**

Service is currently available between points in the continental U.S. and between points in Hawaii and the continental U.S. Facilities available for service between points in Hawaii and the continental U.S. are currently limited to port speeds up to a maximum of 256 Kbps.

**4.2.34 Frame Relay III Service****A. General**

This service is no longer available to new Customers.

(C)

Frame Relay III Service is a high-performance, cost effective data offering for connectivity of multiple Local Area Networks (LANs) or Systems Network Architecture (SNA) locations. Frame Relay III Service uses shared facilities and statistical multiplexing to transport data communications. Frame Relay III Service delivers bandwidth-on-demand internetworking connections, providing up to T1 speeds. It is ideal for intensive, bursty data transmission applications.

Dedicated access facilities provide access to the frame relay network through ports. Connectivity to the frame relay network is provided through Permanent Virtual Circuits (PVCs) which provide logical software connections for communications between ports on the network. Multiple PVCs can be defined on any given port providing a single access line the capability to transmit data to multiple destinations.

**B. Rate Elements**

There are four primary components to Frame Relay Service:

- Local Access Facility (dedicated)
- Frame Relay Port
- Permanent Virtual Circuit (PVC)
- Virtual NNI Port

1. Local Access Facility - Customers may access the frame relay network through 56 Kbps (DS0) or 1.544 Mbps (DS1) digital facilities.

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.34 Frame Relay III Service (Continued)**

(N)

**B. Rate Elements (Continued)**

2. Frame Relay Port - The frame relay port provides the physical connection between the local access facility and the frame relay network. The port also provides the logical termination of the PVCs assigned to the port. The port speed provides the maximum (burst) speed for which Customer is capable of sending or receiving information through an individual port. Customers select a speed for each frame relay port, ranging from 56 Kbps to 1.544 Mbps. The sum of the individual PVCs speed can not exceed the port speed. The port speed must be large enough to accommodate the cumulative egress of all PVCs connected to the port.
3. Frame Relay Permanent Virtual Circuit (PVC) and Committed Information Rate (CIR) - The PVC provides the logical dedicated communications path (circuit) between two ports. PVCs use packet switching technology to automatically route around network related failures. PVCs are predefined for each pair of end point devices so a virtual network path (circuit) is always available without call set-up delay. This results in faster access to the network, better response time for end user applications, and a high degree of network security.

A CIR is assigned to each PVC. The CIR defines the average minimum data transmission rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can exceed the CIR when excess capacity is available on the port and on the network. When excess capacity exists, an average data rate above the CIR may be achieved up to the port capacity. Data sent across a virtual connection in excess of the connection's CIR will be marked by the network as being discard eligible in event of network congestion, and will be delivered only if the instantaneous demand for the output on the transmission channel is equal to or less than the capacity of the queue for that channel.

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.34 Frame Relay III Service (Continued)**

(N)

**B. Rate Elements (Continued)**

**4. Virtual Network to Network Interface (NNI) Port**

This option permits Customers to connect separate frame relay network arrangements. In addition to regular Frame Relay Service rates, non-recurring charges and monthly recurring charges for a NNI PVC and for the NNI ports will apply. The NNI PVC is available at a designated CIR. The Virtual NNI port must be large enough to accommodate the cumulative egress of all PVCs connected to the NNI. It will be at least as large as the sum of the CIRs for all PVCs connected to it and at least as large as the largest User to Network Interface (UNI) port connected to it.

**C. Features**

**1. Service Standards**

Customer will receive a credit for downtime greater than 30 minutes for Frame Relay Service. Network availability is calculated by taking network downtime in minutes and subtracting it from Customer's total monthly minutes. The result is divided by the total monthly minutes for all PVCs. The monthly minutes are determined by multiplying the number of days and quantity of PVCs in a month by 1,440. The resulting percentage provides Customer's calculated network availability. Carrier defines network downtime as the number of minutes from Customer reported outage at a PVC level until Customer accepted cleared outage report.

Carrier is committed to maintain a service delivery data rate of 98%, for Customer's frame relay virtual network. This data rate is measured monthly based on statistics included in Carrier's monthly frame relay performance report. Carrier will refund one monthly recurring charge for the frame relay port and the PVC for failing to meet the service delivery commitment. There will be no credit given for any access facility that does not maintain the service delivery data rate. Service remains subject to all Regulations in Section 2.

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.34 Frame Relay III Service (Continued)**

(N)

C. Features (Continued)

1. Service Standards (Continued)

- (a) Service delivery data rate is calculated as follows:

Rate = TEK / (TIK-SDBBEK), where:

TIK is the Total Ingress Kiloframes - The total number of kiloframes offered to the frame relay network, by all PVCs across all access facilities.

TEK is the Total Egress Kiloframes - The total number of kiloframes delivered by the frame relay network, by all PVCs across all access facilities.

SDBBEK is the Subtotal Discarded BC + BE Exceeded Kiloframes - The number of total discarded kiloframes induced by Customer access facilities with mismatched speeds. BC represents the data rate allowed under normal conditions across a PVC. BE represents the maximum burst allowed across a PVC; Carrier uses a BE PVC setting to restrict Customer with two different access facility speeds from offering the network more data than the remote location could physically receive (e.g., one access facility has an access speed of 1.544 Mbps and a remote access facility of 56 Kbps; it would be impossible for the remote location to receive continuous burst of 1.544 Mbps speeds). If Customer burst is above BE, the data will be discarded at the entry level port.

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.34 Frame Relay III Service (Continued)**

(N)

C. Features (Continued)

1. Service Standards (Continued)

(b) Components excluded from the calculation of service delivery data rate (and any associated refunds) are:

- Customers with network configuration of less than four PVCs and less than 5,000 kiloframes;
- any act or omission on the part of any third party including, but not limited to, any local access provider;
- data loss during the scheduled maintenance windows;
- data lost resulting from Customer configurations where the egress port is not engineered with enough capacity to handle traffic loads from the remote sites;
- a month in which Customer fails to transmit in aggregate at least 5,000 kiloframes of data;
- back-up PVCs;
- any month in which Customer undergoes network configuration changes, such as upgrades to, or additions of PVCs or access ports;
- discarded frames due to excess BC + BE data (subtracted as part of the service delivery data rate); and
- no credit for the first month of service.

(c) Service Delivery

In the event that actual service delivery data rate falls below committed data rate and Carrier is unable to remedy such failure within 60 days, Carrier will migrate these PVCs that have not met the standard within that 60 day period to a 19.2 Kbps minimum data rate. There is no additional charge for this migration or use of the 19.2 Kbps minimum data rate. After the service is able to meet the minimum, Carrier may migrate the 19.2 Kbps PVCs back to regular Frame Relay III Service.

(N)



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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.34 Frame Relay III Service (Continued)****C. Features (Continued)****2. Local Access Diversity**

Local access diversity provides a diverse physical link through a secondary or alternate route from Customer premise to the access Point-of-Presence (POP). This provides a back-up circuit in the event of a primary circuit failure. Any special construction or non-standard charges incurred by Customer will be the responsibility of Customer.

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Issued: September 20, 2002

Effective: October 21, 2002

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.34 Frame Relay III Service (Continued)**

(N)

D. Additional Terms and Conditions of Service

Frame Relay III Service is provided where facilities and operating conditions permit and where technically feasible.

Minimum service period for Frame Relay III Service is one year.

Customer must give Carrier 30-days prior written notice to terminate Frame Relay III Service.

Existing Customers will continue to pay the rates that were in effect at the time Customer signed the original contract. These rates will remain in effect until the contract expires, unless Customer upgrades service. To qualify as an upgrade of service, one of the following must apply:

- Customer must add a new port or PVC to existing network.
- Customer must upgrade the port speed of an existing network.
- Customer must increase the CIR on an existing port or PVC.

In addition to meeting one of the conditions above, Customer must also renew their existing contract at current tariff rates and current contract terms for a term equal to or greater than the remaining months on their original contract, (i.e., if a Customer has 13 months remaining on their original contract, Customer must sign another contract equal to two years or greater).

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.35 Enterprise Connections Service**

**Effective April 22, 2013, this service is no longer available to new customers. Existing customers will be grandfathered until the expiration of the applicable service term of their contract. During grandfathering, the terms and conditions of such contracts will continue to apply. Customer may make moves, adds, and changes to the service during grandfathering.**

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**A. General**

Business Customers who generate total annual long distance charges of \$6,000 up to \$299,999 may enroll in this plan. This plan offers fixed rate voice grade service. All calling card calls will be rated on a fixed rate per-minute usage basis. Intrastate is an add-on to Carrier's interstate offering found in Federal Rate Schedule 3.

Customer must select a one, two, or three-year term commitment. Customer must commit to a minimum annual dollar amount of \$6,000, \$12,000, \$24,000, \$36,000, \$48,000, \$60,000, \$84,000, \$120,000, \$180,000, \$240,000, or \$299,999 per year of the term commitment. Eligible dollar amounts will consist of Customer's total domestic and international outbound usage, domestic inbound usage, calling card usage and surcharges and monthly recurring charges including other usage and charges for Carrier's full range of regulated services, except for Voice Intelligent Network - Enhanced Toll Free Service which is excluded. Data usage contributes to eligible dollar amounts when Customer signs a contract that contains both voice and data services.

Rates are found in Section 5.36.

**B. Restrictions**

Service provided over Wide Area Telephone Service (WATS) lines, mobile service, pay station, residential lines, and lines with handicap discounts are not eligible for this plan.

Usage charges for operator assisted calls (0+, 0-), third number billed or collect calls will be counted toward Customer's minimum annual commitment only for Customer lines included in this plan. Customer must specify all lines to be included under this plan. Operator service charges (0-, 0+, third number billed and collect calls) and directory assistance calls will not be discounted, but are included in Customer's commitment level.

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Issued: March 22, 2013

Effective: April 22, 2013

by:

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**FILED**  
**Missouri Public**  
**Service Commission**  
**JX-2013-0398**

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**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)****4.2 Description of Services (Continued)****4.2.35 Enterprise Connections Service (Continued)****B. Restrictions (Continued)**

When a term commitment expires, Customer will have 30 days to select another Carrier service plan. If Customer fails to notify Carrier within this time frame, Carrier will place Customer on pricing that corresponds to a one-year term and a \$6,000 annual commitment level. The new rates will be effective on the first of the month following a 30-day grace period.

**C. Rating of Calls**

Calls will be sub-minute rated based on an initial period of 18 seconds, with the additional periods being billed in six-second increments thereafter.

**D. Rate Determination**

Customer's fixed rates are determined by Customer's annual dollar commitment, term of the agreement selected by Customer, and may include bundled offers available to Customer in this tariff or Carrier's Federal Rate Schedule 3. If eligible under Carrier's Promotion No. 9, set forth in Carrier's Federal Rate Schedule 3, Customer may obtain further discounts on its intrastate rates by combining Customer's annual spending with Carrier's affiliates for specified regulated and deregulated services. Such annual spending will not increase Customer's annual dollar commitment, but will make it eligible for rates corresponding to an increased annual dollar commitment. Computations of annual spending with Carrier's affiliates shall be done as set forth in Carrier's Promotion No. 9.

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**E. Minimum Revenue Commitment**

If Customer does not achieve the minimum annual commitment level selected, they will be assessed the incremental difference annually. For example, if Customer commits to \$24,000 annually and the actual long distance usage is \$20,000, Customer will be billed for the \$4,000 shortfall. In addition, the current rates will be re-negotiated based on the new adjusted commitment level.