

COMMUNICATIONS SERVICES TARIFF

CHECK SHEET

All pages inclusive of this Tariff are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this page.

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COMMUNICATIONS SERVICES TARIFF

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COMMUNICATIONS SERVICES TARIFF

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

(N) (X)

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 state: Connecticut.

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

(N) (X)

PART III (Continued)

5.2 Verizon DSL Over Resold Lines (Continued)

5.2.1 Service Description (Continued)

- B. Six types of Verizon DRL are available based on the upstream and downstream speed combinations chosen by the customer.
 - 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.

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

(N)(X)

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 copper 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 be disconnected if Customer no longer provides resold voice service over such facility.
- 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.

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COMMUNICATIONS SERVICES TARIFF

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

(N) (X)

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).
- B. Service Activation - A nonrecurring charge applies for the initial service activation associated with each Verizon DRL arrangement ordered.
- 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.

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COMMUNICATIONS SERVICES TARIFF

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

(N) (X)

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)

(N)(X)

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.

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)

(N) (X)

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)

(N) (X)

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)

(N) (X)

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)

(N) (X)

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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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 as the sum of (a) the minimum arrangement volumes for the current Contract Year, multiplied by the current monthly rate applicable to the Commitment Level, multiplied by the remaining months in the current Contract Year, multiplied by 50%; and (b) the sum of the minimum arrangement volumes for each remaining full Contract Year of the VTDP multiplied by the current monthly rate applicable to the Commitment Level, multiplied by 12 months, multiplied by 10%.

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

(N)(X)

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	\$ 39.95
Verizon DRL 1.5M/128K	43.95
Verizon DRL 1.5M/384K	48.95
Verizon DRL 7.1M/768K	109.95
Verizon DRL 384K/384K	46.00
Verizon DRL 768K/768K	80.00

B. One-Year Term Plan

Verizon DRL 768K/128K	\$ 32.50
Verizon DRL 1.5M/128K	36.50
Verizon DRL 1.5M/384K	41.50
Verizon DRL 7.1M/768K	102.95
Verizon DRL 384K/384K	39.00
Verizon DRL 768K/768K	68.00

* 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 as follows:

Connecticut 21.70%

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

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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
						<u>Mo. Rate</u>	<u>Mo. Rate</u>	<u>Mo. Rate</u>
A	125(C)	375(C)	625(C)	1,250(C)	2,500(C)	\$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
						Verizon	Verizon	Verizon
						DRL	DRL	DRL
						7.1M/768K	384K/384K	768K/768K
						<u>Mo. Rate</u>	<u>Mo. Rate</u>	<u>Mo. Rate</u>
A	125(C)	375(C)	625(C)	1,250(C)	2,500(C)	\$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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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

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PART III (Continued)

5.2 Verizon DSL Over Resold Lines (Continued)

5.2.6 Rates and Charges (Continued)

D. Nonrecurring Charges *

	<u>Monthly Rate</u>
1. Service Activation	\$60.00
2. ISP/Content Provider Change	60.00
3. Speed Change - Downward	35.00
4. Speed Change - Upward	0.00
5. Software Change#	6.00

* 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 offering is subject to a Section 251(c)(4) discount. The applicable wholesale discount rates are as follows:

Connecticut 21.70%

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.

(N)(X)

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Issued: July 19, 2001

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by:

John S. Cullina
Secretary and General Counsel
Arlington, VA 22201

COMMUNICATIONS SERVICES TARIFF

SECTION 6 - PROMOTIONS

6.1 Promotions

(M)(X)

General

Company may provide special promotional offerings to its Customers. These offerings may be limited to certain dates, times and locations. The following specific rates, terms and conditions are applicable to each promotional offering.

ATM Credit

For new Customers ordering Exchange Access ATM Cell Relay II service, or for existing Customers extending Exchange Access ATM Cell Relay II service who commit to a term plan of three or more years, Company offers a one-time credit per UNI. Credit will be applied to Customer's first full invoice after enrollment in this promotion. If Customer terminates a term agreement within two years after installation of service, Customer may be assessed the full amount of the credits as well as any early termination charges per the Tariff for the applicable service. Credits are as follows: DS1 - \$500; DS3 - \$1,000; OC3c - \$1,500. This offer is not available to new Customers who sign a Custom Service Arrangement contract with Company or to existing Customers who resign a Custom Service Arrangement contract with Company. Customers may take advantage of this offer through September 30, 2001.

Frame Relay Credit

For new Customers ordering Frame Relay service or Exchange Access Frame Relay service, or for existing Customers extending Frame Relay service or Exchange Access Frame Relay service who commit to a term plan of three or more years, Company offers a one time credit per Subscriber Network Access Line. Credit will be applied to Customer's first full invoice after enrollment in this promotion. If Customer terminates a term agreement within two years after installation of service, Customer may be assessed the full amount of the credits as well as any early termination charges per the Tariff for the applicable service. Credits are as follows: DS0 - \$150; FT1 - \$300; DS1 - \$500; DS3 - \$1,000. This offer is not available to new Customers who sign a Custom Service Arrangement contract with Company or to existing Customers who resign a Custom Service Arrangement contract with Company. Customers may take advantage of this offer through September 30, 2001.

(M)(X)

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COMMUNICATIONS SERVICES TARIFF

SECTION 6 - PROMOTIONS (Continued)

6.1 Promotions (Continued)

High Capacity Broadband Access Cloud (HiBAC) Credit

(M)(X)

For new and existing Customers ordering a HiBAC Broadband Access Point (BAP) of DS3, Company may credit Customer \$1,000.00. This credit, in the form of a check, will be mailed to Customer upon verification of qualifications.

Offer Restrictions:

In order to qualify for this credit, Customer must:

1. Order the HiBAC DS3 BAP under the Term and Volume Plan (TVP) with a minimum of a one-year period commitment.
2. Demonstrate the installation of 20 new Infospeed DSL subscriber PVCs and the association of these PVCs to the newly ordered BAP. The installation of the 20 new Infospeed DSL subscriber PVCs must be completed no later than 180 days after the end of the promotion period.
3. HiBAC BAP must be ordered from a qualifying office in one of the following states: California, Florida, Hawaii, Illinois, Indiana, Kentucky, North Carolina, Oregon, Pennsylvania, Texas, Washington, Virginia.

If Customer terminates service prior to the service obligation period, Customer will be assessed any early Termination Liability Agreements (TLA) as set forth in the Tariff and also will be assessed the full amount of the credit. This offer is available from July 1, 2001 through September 30, 2001.

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