



Litigation and Regulatory
5055 North Point Pkwy
Alpharetta, GA 30022

September 29, 2008

Transmittal Letter No. 08-10

VIA E-FILING

Ms. Beth Salak, Director
Division of Competitive Markets and Enforcement
Florida Public Service Commission
Attn: Tariff Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

**RE: Verizon Business Services: Tariff No. 3
Introduce LD Voice-Outbound 60 Promotion; Revise Verizon Business
Service 90 Day Satisfaction Guarantee and Verizon Business Service Install
Guarantee Language, and Introduce Calling Plans**

Dear Ms. Salak:

MCI Communications Services, Inc. d/b/a Verizon Business Services ("Verizon Business") is filing with your office the enclosed revisions for its FL PSC Tariff No. 3.

<u>Sheet No.</u>	<u>Revision No.</u>
2	142
16.0.4	9
16.1	16
16.2	1
281.139.2	Original
308.3	2
308.3.1	Original
308.7.1	Original
308.7.2	Original
308.7.3	Original
308.7.4	Original
308.7.5	Original
308.7.6	Original
308.7.7	Original
308.7.8	Original
308.7.9	Original
308.7.10	Original
308.7.11	Original

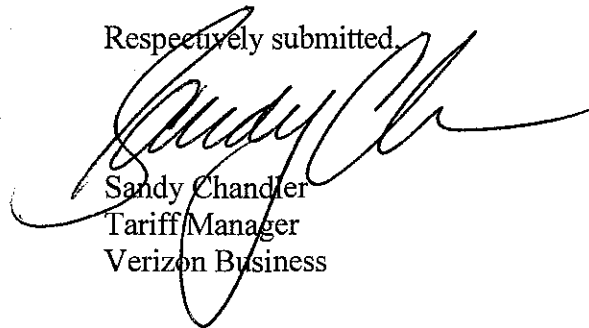
Letter to Ms. Beth Salak
September 29, 2008
Page 2

Verizon Business proposes the following, and respectfully requests an effective date of October 1, 2008:

- 1) Introduce LD Voice-Outbound 60 Promotion;
- 2) Revise the Verizon Business Service 90 Day Satisfaction Guarantee and Verizon Business Install Guarantee language; and
- 3) Introduce the following Calling Plans: Regional Checkbook 2006 Monthly Option Plan, Checkbook 2006 Monthly Option Plan, Verizon Business Services Billing Guarantee Plan, Checkbook Plan 2004, and Regional Checkbook Plan 2004.

If you have any questions regarding this filing, please contact me either at (888) 215-5680 or sandy.chandler@verizonbusiness.com.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sandy Chandler", is written over the typed name and title.

Sandy Chandler
Tariff Manager
Verizon Business

Enclosure

INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

CHECK SHEET

Sheets 1-316 inclusive of this tariff are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original tariff in effect on the date indicated.

<u>SHEET</u>	<u>REVISION</u>	
1	1	
2	142	*
3	6	
4	36	
5	47	
6	33	
7	54	
7.1	1	
8	20	
9	19	
10	5	
11	4	
12	13	
13	9	
14	22	
15	56	
15.1	5	
16	34	
16.0.0.1	36	
16.0.1	24	
16.0.1.1	24	
16.0.2	43	
16.0.2.0.1	8	
16.0.2.1	3	
16.0.3	29	
16.0.4	9	*
16.1	16	*
16.2	1	*
17	2	
18	2	
19	1	
20	11	
20.0.1	18	
20.0.2	7	
20.1	1	

*New or revised

ISSUED: September 29, 2008

EFFECTIVE: October 1, 2008

Sandy Chandler, Tariff Manager
5055 North Point Pkwy, 2nd FL
Alpharetta, GA 30022

INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

<u>SHEET</u>	<u>CHECK SHEET</u>	<u>REVISION</u>
281.126		1
281.127		2
281.128		1
281.129		ORIGINAL
281.130		ORIGINAL
281.131		4
281.131.1		ORIGINAL
281.132		ORIGINAL
281.132.1		ORIGINAL
281.132.2		ORIGINAL
281.132.3		4
281.133		ORIGINAL
281.134		4
281.134.1		ORIGINAL
281.135		1
281.136		1
281.137		ORIGINAL
281.138		4
281.138.1		ORIGINAL
281.139		ORIGINAL
281.139.1		1
281.139.2		ORIGINAL *
281.140		ORIGINAL
281.141		ORIGINAL
281.142		ORIGINAL
281.143		ORIGINAL
281.144		ORIGINAL
281.145		ORIGINAL
281.146		ORIGINAL
281.147		ORIGINAL
281.148		ORIGINAL
281.149		ORIGINAL
281.150		ORIGINAL
281.151		ORIGINAL
281.152		ORIGINAL
282		1
282.1		ORIGINAL
282.2		ORIGINAL
283		2
284		1

*New or revised

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INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

CHECK SHEET

<u>SHEET</u>	<u>REVISION</u>
285	1
285.1	ORIGINAL
286	ORIGINAL
287	1
288	1
289	ORIGINAL
290	1
291	ORIGINAL
292	ORIGINAL
293	ORIGINAL
294	1
295	1
296	1
297	ORIGINAL
298	1
299	ORIGINAL
300	ORIGINAL
301	ORIGINAL
302	ORIGINAL
303	ORIGINAL
303.1	2
303.2	3
303.2.1	ORIGINAL
303.2.2	ORIGINAL
303.3	2
304	ORIGINAL
305	1
306	5
306.1	2
307	1
308	1
308.1	ORIGINAL
308.2	2
308.3	2
308.3.1	ORIGINAL
308.4	ORIGINAL
308.5	ORIGINAL
308.6	ORIGINAL
308.7	ORIGINAL

MATERIAL PREVIOUSLY LOCATED ON THIS SHEET CAN NOW BE FOUND ON SHEET NO. 16.2.

N

*New or revised

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EFFECTIVE: October 1, 2008

Sandy Chandler, Tariff Manager
5055 North Point Pkwy, 2nd FL
Alpharetta, GA 30022

INTEREXCHANGE TELECOMMUNICATION SERVICES TARIFF

CHECK SHEET

<u>SHEET</u>	<u>REVISION</u>	
308.7.1	ORIGINAL	*
308.7.2	ORIGINAL	*
308.7.3	ORIGINAL	*
308.7.4	ORIGINAL	*
308.7.5	ORIGINAL	*
308.7.6	ORIGINAL	*
308.7.7	ORIGINAL	*
308.7.8	ORIGINAL	*
308.7.9	ORIGINAL	*
308.7.10	ORIGINAL	*
308.7.11	ORIGINAL	*
308.8	ORIGINAL	
308.9	ORIGINAL	
309	ORIGINAL	
310	ORIGINAL	
311	ORIGINAL	
312	ORIGINAL	
313	ORIGINAL	
314	ORIGINAL	
315	ORIGINAL	
316	ORIGINAL	

M
M

SOME MATERIAL LOCATED ON THIS SHEET WAS PREVIOUSLY FOUND ON SHEET NO. 16.1.

N

*New or revised

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EFFECTIVE: October 1, 2008

Sandy Chandler, Tariff Manager
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SECTION 4 RATES

4.1. METERED USE SERVICE (Cont.)

4.1.109 Option GGGGG (Verizon Business Services III)

PROMOTIONAL OFFERINGS

LD Voice-Outbound 60 Promotion

Offer: Company Customers contracting for Long Distance Voice Services (LD Service) provided by MCI Communications Services, Inc. d/b/a Verizon Business Services for the first time will receive a credit (equal to two months Outbound LD Service usage, as described further below) in each succeeding 12-month period (not to exceed a total of three credits) following the date on which the LD Service pricing becomes effective for such Customer, during the Term of its master agreement. The credit will be provided in accordance with the following table, with the month in which the LD Service pricing becomes effective as Month 1, and will be applied to Outbound LD Service usage charges (regardless of local carrier). The amount of the credit is equal to two times the Customer's average monthly Intra-LATA toll, intrastate and interstate Outbound LD Service per-minute usage charges for the 3-month period specified in the following table:

12-Month Period	3-Month Period for Calculating Average Outbound LD Service Monthly Per-Minute Usage	Month in which Credit is Provided
Months 1 – 12	Months 6 through 8	Month 9
Months 13 – 24	Months 18 through 20	Month 21
Months 25 – 36	Months 30 through 32	Month 33

Eligibility: The Customer must sign and submit a service agreement (or amendment) for Outbound LD Service including this promotion between October 1, 2008 and March 31, 2009.

Other Conditions:

A Customer receiving the benefits of this promotion may not receive the benefits of Product Package Guide Type 1 and LD Voice Interstate 30 Promotion as provided in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizonbusiness.com/publications/service_guide (Companion Interstate Service").

- This promotion is applicable only for Outbound LD Service within the 48 contiguous states with the exception of intrastate usage in South Dakota, to which this promotion is not applicable.
- Existing Customers must have a minimum of 33 months remaining in the term of their agreement to receive 3 credits; 21 months remaining to receive 2 credits and at least 9 months remaining to receive 1 credit.

Notwithstanding the foregoing, if Customer terminates all Outbound LD Service upon which the credits under this promotion are calculated before all of the credits under this promotion are issued to Customer, any unissued credits are forfeited and not owed.

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EFFECTIVE: October 1, 2008

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SECTION 4 - RATES

4.7 CALLING PLANS

4.7.2 Verizon Business Services 90 Day Satisfaction Guarantee Plan

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

Eligibility: Customer:

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

Other Conditions:

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

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

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

MATERIAL PREVIOUSLY LOCATED ON THIS SHEET CAN NOW BE FOUND ON SHEET NO. 308.3.1.

SECTION 4 - RATES

4.7 CALLING PLANS

4.7.3 Verizon Business Services Install Guarantee Plan

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

Eligibility:

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

Other Conditions:

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

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

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

ALL MATERIAL LOCATED ON THIS SHEET WAS PREVIOUSLY LOCATED ON SHEET NO. 308.3.

ISSUED: September 29, 2008

EFFECTIVE: October 1, 2008

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5055 North Point Pkwy, 2nd FL
Alpharetta, GA 30022

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SECTION 4 - RATES

4.7 CALLING PLANS

4.7.15. Regional Checkbook 2006 Monthly Option Plan

Offer: Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement"), Customer will receive a monthly credit, not to exceed \$100,000 per Customer, equal to 10 percent of the Customer's Total Volume Commitment (defined as the Annual Volume Commitment multiplied by the number of years in the initial Term) of the Agreement (the "Checkbook Credit").

Customer will receive the first credit in the 3rd month following the Effective Date of the Agreement. The amount received will also include the credit amounts for months 1 and 2. The remaining credit amount will be divided into equal amounts for the remaining months of the initial Term (months 4 through 12 for a one year Term; months 4 through 24 for a two year Term and months 4 through 36 for a 3, 4, or 5 year Term).

Eligibility: Customer must:

- enroll in this Plan in a signed Agreement with the Company;
- execute a contract after April 18, 2006 with a minimum one-year Term under which Customer subscribes to one or more of the following MCI Legacy Company-provided services: U.S. Private Line Services, Verizon Business Services (VBS) II and VBS III Long Distance Voice Services, and/or Local Service-CLEC service; and,
- demonstrate to the Company's reasonable satisfaction that it will accept a competitor's offer in the absence of any further inducement from the Company to subscribe to, or remain subscribed to MCI Legacy Company-provided service.

Other Conditions:

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

SECTION 4 - RATES

4.7 CALLING PLANS

4.7.15. Regional Checkbook 2006 Monthly Option Plan (Cont.)

Other Conditions (Cont.)

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

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

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

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

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SECTION 4 - RATES

4.7 CALLING PLANS

4.7.16. Checkbook 2006 Monthly Option Plan

Offer: Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement"), Customer will receive a monthly credit, not to exceed \$100,000 per Customer, equal to 5 percent of the Customer's Total Volume Commitment (defined as the Annual Volume Commitment multiplied by the number of years in the initial Term) of the Agreement (the "Checkbook Credit").

Customer will receive the first credit in the 3rd month following the Effective Date of the Agreement. The amount received will also include the credit amounts for months 1 and 2. The remaining credit amount will be divided into equal amounts for the remaining months of the initial Term (months 4 through 12 for a one year Term; months 4 through 24 for a two year Term and months 4 through 36 for a 3, 4, or 5 year Term).

Eligibility: Customer must:

- enroll in this Plan in a signed Agreement with the Company;
- execute a contract after April 18, 2006 with a minimum one-year Term under which Customer subscribes to one or more of the following MCI Legacy Company-provided services: U.S. Private Line Services, Verizon Business Services (VBS) II and VBS III Long Distance Voice Services, and/or Local Service-CLEC service; and,
- demonstrate to the Company's reasonable satisfaction that it will accept a competitor's offer in the absence of any further inducement from the Company to subscribe to, or remain subscribed to MCI Legacy Company-provided service.

Other Conditions:

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

SECTION 4 - RATES

4.7 CALLING PLANS

4.7.16. Checkbook 2006 Monthly Option Plan (Cont.)

Other Conditions (Cont.)

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

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

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

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SECTION 4 - RATES

4.7 CALLING PLANS

4.7.17. Verizon Business Services Billing Guarantee Plan

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

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

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

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

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

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

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

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

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

SECTION 4 - RATES

4.7 CALLING PLANS

4.7.17. Verizon Business Services Billing Guarantee Plan (Cont.)

Eligibility:

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

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

In order for a Billing Issue to be eligible:

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

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

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

- the subject of another Customer Billing Inquiry Form;

- a pass-through charge or a charge imposed by a third party charges, tax, or Governmental charge or surcharge or the subject of a claim of fraud; and/or

- one for which Customer has received an alternative credit or other credit to resolve the Billing Issue.

SECTION 4 - RATES

4.7 CALLING PLANS

4.7.17. Verizon Business Services Billing Guarantee Plan (Cont.)

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

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

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

Other Requirements:

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

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

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

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

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

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SECTION 4 - RATES

4.7 CALLING PLANS

4.7.18. Checkbook Plan 2004

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

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

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

Fund Deposit: For Customers who elect to receive the credit as a Fund deposit, the credit will be applied within the first two billing cycles following the Effective Date of the Agreement. Fund benefits are not transferable. Any and all tax liabilities and shipping costs arising from participation in the Fund are solely the responsibility of Customer. Company is not liable for products, services, and warranties, express or implied, of participating vendors. The Customer may convert its Fund account balance to invoice credits, which will be applied on a pro-rata basis to Customer's first invoice following the end of the annual period in which the Customer makes such request and in each subsequent 12 month period of the customer's Term. Fund deposits earned by Customer as a result of signing this Agreement are not renewable under this Agreement.

SECTION 4 - RATES

4.7 CALLING PLANS

4.7.19. Regional Checkbook Plan 2004

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

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

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

Fund Deposit: For Customers who elect to receive the credit as a Fund deposit, the credit will be applied within the first two billing cycles following the Effective Date of the Agreement. Fund benefits are not transferable. Any and all tax liabilities and shipping costs arising from participation in the Fund are solely the responsibility of Customer. Company is not liable for products, services, and warranties, express or implied, of participating vendors. The Customer may convert its Fund account balance to invoice credits, which will be applied on a pro-rata basis to Customer's first invoice following the end of the annual period in which the Customer makes such request and in each subsequent 12 month period of the customer's Term. Fund deposits earned by Customer as a result of signing this Agreement are not renewable under this Agreement.

SECTION 4 - RATES

4.7 CALLING PLANS

4.7.19. Regional Checkbook Plan 2004 (Cont.)

Eligibility: Customer must:

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

Other Conditions:

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

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

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

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