

ACCESS SERVICE  
CHECK SHEET

Title Pages 1 to 4 and Pages 1 through 25-3 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement Nos. 1(N) contain all changes from the original Tariff that are in effect on the date hereof.

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\* New or Revised Page.

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24. Pricing Flexibility Contract Offerings (Cont'd)

(N)

24.26 Contract No. 15-001

DESCRIPTION: Special Access DS1 Channel Terminations & EVPL  
CONTRACT

AVAILABILITY: Effective from March 15, 2015 through  
April 14, 2015

CONTRACT  
EFFECTIVE DATE: March 15, 2015

CONTRACT  
EXPIRATION DATE: 3 Years

AVAILABLE MSAs: Las Vegas, Nevada

This contract tariff covers special access DS1 channel terminations ("DS1 Circuits") and Ethernet Virtual Private Line ("EVPL") in the Las Vegas, Nevada MSA. In order to qualify for the discounts under this contract tariff, the customer must maintain a minimum annual amount spent for the sum of DS1 Channel Terminations, DS1 Mileage and EVPL UNI Port, Initial EVC and QoS charges (with rates applied as described in this Agreement), as calculated each year on the anniversary of the Effective Date; and must currently subscribe to a Special Access Term Discount Plan (TDP) as defined in Section 7 and 22 of this tariff. In the event the customer does not meet the Revenue Commitment for any Measurement Period, it will pay a shortfall charge equal to the difference between the Annual Revenue Commitment for the applicable Measurement Period and the actual spend for that Measurement Period.

The minimum Annual Revenue Commitment will be as follows:

Measurement Period	Annual Revenue Commitment
March 15, 2015 – March 14, 2016	\$4.9 million
March 15, 2016 – March 14, 2017	\$4.2 million
March 15, 2017 – March 14, 2018	\$3.7 million

(N)

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24. Pricing Flexibility Contract Offerings (Cont'd)

(N)

24.26 Contract No. 15-001 (Cont'd)

Upon the effective date of this contract tariff and with the customer's compliance with the requirements to maintain a minimum annual amount spent for the sum of DS1 Channel Termination, DS1 Mileage and EVPL UNI Port, Initial EVC and QoS charges (with rates applied as described in this Agreement), as calculated each year on the anniversary of the Effective Date; and subscribe to a Telephone Company Term Discount Plan, the Telephone Company will apply the applicable rate from the following table to each qualifying DS1 channel termination billed to the customer.

From the effective date of this contract tariff, and subject to the customer's continued compliance with the minimum annual spend requirements, the Telephone Company will bill the customer the rates as specified in the following rate table for a period of three years. All applicable rates for channel mileage termination and channel mileage facility will be billed at the current Term Discount Plan rates in Section 22 of this tariff.

<b>DS1 Channel Termination Band</b>	<b>Monthly Recurring Rate</b>
Within CO	\$9.00
0-3 Miles	\$91.00
Over 3 Miles	\$112.00

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24. Pricing Flexibility Contract Offerings (Cont'd)24.26 Contract No. 15-001 (Cont'd)

The Company will also apply the following rates to the UNI Port, initial EVC and QoS (where applicable) rate elements for EVPL. The Best Effort rate quote includes no QoS additions and the Silver quote includes QoS as defined in the EVPL Section of this tariff. The NNI, additional EVC rate elements and any applicable non-recurring charges ("NRCs") will apply at tariffed rates, if ordered.

3 Year EVPL Rate Element  
Charges

	Best Effort	Silver	
	EVC	EVC	QoS
10 Meg	\$188.33	\$188.33	\$27.00
20 Meg	\$408.33	\$408.33	\$49.00
50 Meg	\$514.33	\$514.33	\$86.00
100 meg	\$649.62	\$649.62	\$141.00

	3 year
100 Meg UNI	\$212.67
1000 Meg UNI	\$778.38

(N)

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24. Pricing Flexibility Contract Offerings (Cont'd)

(N)

24.26 Contract No. 15-001 (Cont'd)Termination Liability

If the customer terminates this contract prior to the end of the three year term, termination liability charges equal to 50% of the monthly recurring rates for the number of DS1 Special Access Channel Terminations and EVPL UNI Port Charges and Initial EVC charges the customer is being billed for at the time of termination will apply for the number of months remaining in the 3 year term of this contract. For any changes in the total number of DS1 Special Access Channel Terminations procured from the company termination liability will not apply so long as the changes are consistent with the terms of the Special Access Term Discount Plan and any conversions to EVPL are consistent with the terms of the EVPL section of the tariff and the total amount spent is consistent with the terms of this Agreement.

Terms and Conditions

Customer may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the Telephone Company, said consent not to be unreasonably withheld or delayed. Notwithstanding the prior sentence, either party may assign this contract tariff in its entirety without the other party's consent to any of the following: (i) the assigning party's successor in a consolidation or merger, (ii) the assigning party's successor in an acquisition of all or substantially all of the assets, equity or beneficial interests of the assigning party, or (iii) an entity under common control with, controlled by or in control of the assigning party. The assigning party will give the other party written notice within 30 days of any assignment described in the immediately preceding sentence.

Billed amounts, any late payments or disputed amounts are subject to the regulations in Section 2.4.1 of this tariff. The Parties understand and agree that, since the company cannot implement the rates within this Agreement on a mechanized basis the company will manually credit the account one (1) bill cycle after the bill due date for the applicable bill cycle.

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