

## ACCESS SERVICE

CHECK SHEET

Title Page and Pages 1 to 301 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement Nos. 17, 38, 58, 60, 64, 66, 67, 68, 69, 71, 73, 74, 75, 76, 77, 78, 79, 80, 81 and 82 contain all changes from the original tariff that are in effect on the date hereof.

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1.5	116th*	16.1	3rd	37.4	1st
1.6	62nd	17	3rd	38	13th
1.7	64th	18	3rd	38.1	7th
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109.27	1st	109.44.18	Original	109.71.1	3rd
109.28	1st	109.44.19	Original	109.72	1st
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109.31	1st	109.44.22	Original	109.74	3rd
109.32	2nd	109.44.23	Original	109.75	1st
109.33	2nd	109.44.24	Original	109.76	1st
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109.35	1st	109.44.26	Original	109.77.1	1st
109.36	1st	109.44.27	Original	109.78	Original
109.37	1st	109.44.28	Original	109.78.1	Original
109.38	5th	109.44.29	Original	109.79	4th
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109.43	4th	109.46.1	2nd	109.85	12th
109.43.1	5th	109.47	1st	109.85.1	8th
		109.48	2nd		
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109.86	30th	109.114	5th	126	2nd
109.87	28th	109.115	3rd	127	2nd
109.88	36th	109.116	1st	127.1	1st
109.89	26th	109.117	2nd	128	2nd
109.90	4th	109.118	3rd	129	2nd
109.91	26th	109.119	4th	129.1	1st
109.92	26th	109.120	3rd	130	2nd
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109.94	5th	109.122	3rd	131	2nd
109.95	29th	109.123	2nd	132	2nd
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109.103	1st	112.2	2nd	141	2nd
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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.4 Minimum Periods

The minimum service period for all services is one month except as follows:

- (A) The minimum service period for part-time and occasional Video and Program Audio services is one day (i.e., a continuous 24 hour period, not limited to a calendar day).
- (B) The minimum period for individual case basis (ICB) High Capacity Services is one month unless otherwise specified in the ICB filing.
- (C) For Optional Payment Plans (OPP) for Digital Data Service, MercNET 45 and 1.544 High Capacity Services the minimum period is specified in paragraph 7.4.9 following.
- (D) The minimum service period for Voice Grade, DS1, DS3, Point-to-Point OC-3, OC-12 or OC-48 Services is 12 months. After the minimum period is satisfied, see specified regulations in 7.5 following. (T)
- (E) The minimum service period for OC-3 Dedicated Ring, OC-12 Dedicated Ring or OC-48 Dedicated Ring service is 36 months. After the minimum period is satisfied, see specified regulations in 7.5 following. (T)

7.4.5 Moves

A move involves a change in the physical location of one of the following.

- The Point of Termination at the customer's premises
- The customer's premises

The charges for the move are identical whether the move is to a new location within the same building or to a different building.

All Moves will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new services. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued services.

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## ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.12 Discount Commitment Program (DCP)

(X)

(A) General Description

The Discount Commitment Program (DCP) provides the customer with rate stabilization and discounted rates for Digital Data Service, 1.544 High Capacity Service, MercNET 45 Service, and Shared SONEt Service (described in Sections 7.2.8, 7.2.9, and 7.2.13 preceding). The customer agrees to a minimum service commitment per service when establishing a DCP. Customers may disconnect or move Channel Terminations, Network Access Connections, and Off-Network Access Connections and not be subject to Maximum Termination Liability charges as long as commitment levels are maintained.

DCPs may be established by service and be of either 36 or 60 months duration. A customer may have only one DCP per service in effect at one time. For example, a customer that has a 36-month DCP for Digital Data Service may not establish a second Digital Data Service until the current DCP expires.

Monthly rates for services installed under a DCP will change as Telephone Company-initiated rate changes become effective but during the DCP term will not exceed the original monthly rate in effect at the beginning of customer's DCP term. During the term of the selected DCP, Telephone Company-initiated rate changes (increases or decreases) will automatically be applied to the monthly rates for the remaining months of the current DCP term. But in no case will any rate change cause the monthly rate during the DCP term to exceed that in effect at the beginning of the customer's DCP term.

(B) Commitment Level

A customer establishes a DCP term by committing 90 percent of their in-service Channel Termination, Network Access Connection or Off-Network Access Connection, to a term of either 36 or 60 months duration. Although the commitment is based upon Channel Terminations (CTs), and Network Access Connections (NACs), the following rate elements will all receive DCP rates:

- Channel Termination
- Channel Mileage
- Network Access Connection
- Service Area Transport

(X)

(X) The DCP Regulations on this page are grandfathered for existing customers as of the end of November 30, 2004. Effective December 1, 2004, new customers may subscribe to DCP under the regulations shown on page 109.85.11.1.  
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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.12 Discount Commitment Program (DCP) (Cont'd)

(X)

(B) Commitment Level (Cont'd)

The customer will not receive the DCP rates for in-service levels above the 90 percent commitment level established. For example, a customer with 100 CTs in-service and commits to 90 CTs (i.e. 90 percent) will receive the DCP rates for up to 90 CTs.

If a customer's actual in-service level falls below the commitment level, the customer will be billed for the commitment level of CTs and NACs at DCP rates. For example, a customer that commits 90 CTs but has only 70 CTs in service will be billed the DCP rates for 90 CTs.

(X)

(X) The DCP Regulations on this page are grandfathered for existing customers as of the end of November 30, 2004. Effective December 1, 2004, new customers may subscribe to DCP under the regulations shown on page 109.85.11.2.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.12 Discount Commitment Program (DCP) (Cont'd)

(X)

(C) 90-Day Review Period

No adjustments, for being below commitment level (as described in (B) above), in monthly billing for a DCP will be made until 90 days after Telephone Company notification to the customer that the commitment level has been exceeded or not been met. This will insure that customers will not be penalized for aberrations in Channel Termination, Network Access Connection or Off-Network Access Connection counts caused by timing differentials in disconnection and installation.

Customers' bills will not be adjusted for being outside the parameters described in 7.4.12(B), preceding during the 90 day review period. Additionally, customers will continue to be billed the adjustments (following the 90 day review period) for being outside the described parameters until the commitment level is met or increased. A new 90-day review period will be initiated if the customer's actual in-service level subsequently falls outside the described parameters.

(D) Increasing the DCP Commitment Level

Customers may increase their commitment level at any time by notifying the Telephone Company in writing. An increase in the commitment level will not change the expiration date of the DCP.

When a commitment level is increased, the actual in-service CT level at the time of the increase will be used to calculate billing adjustments as described in Section 7.4.12(B), preceding.

(X)

(X) The DCP Regulations on this page are grandfathered for existing customers as of the end of November 30, 2004. Effective December 1, 2004, new customers may subscribe to DCP under the regulations shown on page 109.85.11.3.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.12 Discount Commitment Program (DCP) (Cont'd) (X)

(E) Decreasing the DCP Commitment Level and Termination Liabilities

Customers may decrease their commitment level only by paying termination liability charges on the number of Channel Terminations or Network Access Connections by which the commitment level decreased. Termination Liabilities will apply to Digital Data, 1.544 High Capacity, MercNET 45 and Shared SONET Service. For example, a customer has a commitment level of 90 CTs. The customer then decreases this commitment level to 70 CTs. The customer must pay termination liabilities on 20 CTs.

The Termination Liability for DCP is calculated to be the dollar difference between the current DCP rate for the DCP term that could have been completed during the time the service was actually in service, or the monthly rate for services in service, or the monthly rate for services in place less than 36 months, and the customer's current DCP rate for each month the service was provided.

For example, a customer subscribing to a 60-month DCP term reduced their CT commitment by 20 CTs during the 37th month. This customer's termination charge would be:

$$20 \text{ CTs} \times (36 \text{ month DCP rate} - 60 \text{ month DCP rate}) \times 37 \text{ months} = \text{Termination Charge}$$

A decrease in the commitment level will not change the expiration date of the DCP.

(X)

(X) The DCP Regulations on this page are grandfathered for existing customers as of the end of November 30, 2004. Effective December 1, 2004, new customers may subscribe to DCP under the regulations shown on page 109.85.11.4.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.12 Discount Commitment Program (DCP) (Cont'd)

(X)

(F) Upgrading a DCP Service

When a customer upgrades a Digital Data service being billed DCP rates to a 1.544 High Capacity, the Digital Data service DCP commitment level will be reduced at the customer's request (up to a maximum of 24) and no termination liabilities will apply. If the customer has a DCP for a 1.544 High Capacity, the 1.544 High Capacity DCP commitment level will be increased if the customer requests that it be increased. When a customer upgrades a 1.544 High Capacity service being billed DCP rates to a MercNET 45 service with the same termination points, the customer's 1.544 High Capacity DCP commitment level will be reduced at the customer's request (up to a maximum of 28) and no termination liabilities will apply.

(G) Conversion to an Optional Payment Plan (OPP)

Customers may convert services from a DCP term to an OPP as described in 7.4.9, preceding. No termination liabilities will apply to services converted to an OPP term of the same or longer length than the DCP term. Additionally, the customer's DCP commitment level will be reduced by the number of CTs or NACs associated with the service, converted to an OPP term.

(X)

(X) The DCP Regulations on this page are grandfathered for existing customers as of the end of November 30, 2004. Effective December 1, 2004, new customers may subscribe to DCP under the regulations shown on page 109.85.11.5.

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## ACCESS SERVICE

7. Special Access Service (Cont'd)

(N)

7.4 Rate Regulations (Cont'd)7.4.12 Discount Commitment Program (DCP)(A) General Description

The Discount Commitment Program (DCP) provides the customer with rate stabilization and discounted rates for Digital Data Service, 1.544 High Capacity Service, MercNET 45 Service, and Shared SONET Service (described in Sections 7.2.8, 7.2.9, and 7.2.13 preceding). The customer agrees to a minimum service commitment per service when establishing a DCP. Customers may disconnect or move Channel Terminations, Multiplexing, Network Access Connections, and Off-Network Access Connections and not be subject to Maximum Termination Liability charges as long as commitment Levels are maintained.

DCPs may be established by service and be of either 36 or 60 months duration. A customer may have only one DCP per service in effect at one time. For example, a customer that has a 36-month DCP for Digital Data Service may not establish a second Digital Data Service until the current DCP expires.

Monthly rates for services installed under a DCP will change as Telephone Company-initiated rate changes become effective but during the DCP term will not exceed the original monthly rate in effect at the beginning of customer's DCP term. During the term of the selected DCP, Telephone Company-initiated rate changes (increases or decreases) will automatically be applied to the monthly rates for the remaining months of the current DCP term. But in no case will any rate change cause the monthly rate during the DCP term to exceed that in effect at the beginning of the customer's DCP term.

(B) Commitment Level

A customer establishes a DCP term by committing 90 percent of their in-service Circuits (CKTS) to a term of either 36 or 60 months duration. The commitment will be based upon the number of CKTS and will include the following rate elements will all receive DCP rates:

- Channel Termination
- Channel Mileage
- Network Access Connection
- Off-Network Access Connection
- Service Area Transport
- Multiplexing
- DS3 Payload Multiplexing

(N)

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7. Special Access Service (Cont'd)

(N)

7.4 Rate Regulations (Cont'd)

7.4.12 Discount Commitment Program (DCP) (Cont'd)

(B) Commitment Level (Cont'd)

The customer will not receive the DCP rates for in-service levels above the 90 percent commitment level established. For example, a customer with 100 CKTSs in-service and commits to 90 CKTS (i.e. 90 percent) will receive the DCP rates for up to 90 CKTS.

If a customer's actual in-service level falls below the commitment level, the customer will be billed for the commitment level of CKTS at DCP rates. For example, a customer that commits 90 CKTS but has only 70 CKTS in service will be billed the DCP rates for 90 CKTS.

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7. Special Access Service (Cont'd)

(N)

7.4 Rate Regulations (Cont'd)7.4.12 Discount Commitment Program (DCP) (Cont'd)(C) 90-Day Review Period

No adjustments, for being below commitment level (as described in (B) above), in monthly billing for a DCP will be made until 90 days after Telephone Company notification to the customer that the commitment level has been exceeded or not been met. This will insure that customers will not be penalized for aberrations in Channel Termination, Network Access Connection or Off-Network Access Connection counts caused by timing differentials in disconnection and installation.

Customers' bills will not be adjusted for being outside the parameters described in 7.4.12(B), preceding during the 90 day review period. Additionally, customers will continue to be billed the adjustments (following the 90 day review period) for being outside the described parameters until the commitment level is met or increased. A new 90-day review period will be initiated if the customer's actual in-service level subsequently falls outside the described parameters.

(D) Increasing the DCP Commitment Level

Customers may increase their commitment level at any time by notifying the Telephone Company in writing. An increase in the commitment level will not change the expiration date of the DCP.

When a commitment level is increased, the actual in-service CKTS level at the time of the increase will be used to calculate billing adjustments as described in Section 7.4.12(B), preceding.

(N)

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## ACCESS SERVICE

7. Special Access Service (Cont'd)

(N)

7.4 Rate Regulations (Cont'd)7.4.12 Discount Commitment Program (DCP) (Cont'd)(E) Decreasing the DCP Commitment Level and Termination Liabilities

Customers may decrease their commitment level only by paying termination liability charges on the number of Channel Terminations or Network Access Connections by which the commitment level decreased. Termination Liabilities will apply to Digital Data, 1.544 High Capacity, MercNET 45 and Shared SONET Service. For example, a customer has a commitment level of 90 CKTS. The customer then decreases this commitment level to 70 CKTS. The customer must pay termination liabilities on 20 CKTS.

The Termination Liability for DCP is calculated to be the dollar difference between the current DCP rate for the DCP term that could have been completed during the time the service was actually in service, or the monthly rate for services in service, or the monthly rate for services in place less than 36 months, and the customer's current DCP rate for each month the service was provided.

For example, a customer subscribing to a 60-month DCP term reduced their CT commitment by 20 CKTS during the 37th month. This customer's termination charge would be:

$$20 \text{ CKTS} \times (36 \text{ month DCP rate} - 60 \text{ month DCP rate}) \times 37 \text{ months} = \text{Termination Charge}$$

A decrease in the commitment level will not change the expiration date of the DCP.

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7. Special Access Service (Cont'd)

(N)

7.4 Rate Regulations (Cont'd)

7.4.12 Discount Commitment Program (DCP) (Cont'd)

(F) Upgrading a DCP Service

When a customer upgrades a Digital Data service being billed DCP rates to a 1.544 High Capacity, the Digital Data service DCP commitment level will be reduced at the customer's request (up to a maximum of 24) and no termination liabilities will apply. If the customer has a DCP for a 1.544 High Capacity, the 1.544 High Capacity DCP commitment level will be increased if the customer requests that it be increased. When a customer upgrades a 1.544 High Capacity service being billed DCP rates to a MercNET 45 service with the same termination points, the customer's 1.544 High Capacity DCP commitment level will be reduced at the customer's request (up to a maximum of 28) and no termination liabilities will apply.

(G) Conversion to an Optional Payment Plan (OPP)

Customers may convert services from a DCP term to an OPP as described in 7.4.9, preceding. No termination liabilities will apply to services converted to an OPP term of the same or longer length than the DCP term. Additionally, the customer's DCP commitment level will be reduced by the number of CKTS associated with the service, converted to an OPP term.

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