

ACCESS SERVICE

RATES, RULES AND CHARGES

Title Page and Pages 1 to 22-45, inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement No. 6* contains all changes from the original tariff that are in effect on the date hereof.

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President, Industry Markets
Nevada Bell Telephone Company
One SBC Plaza, Dallas, Texas 75202

ACCESS SERVICE
 RATES, RULES AND CHARGES
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President, Industry Markets
 Nevada Bell Telephone Company
 One SBC Plaza, Dallas, Texas 75202

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.11 High Capacity Service (Cont'd)

7.11.5.2 DS1 Term Payment Plan (DS1 TPP) (Cont'd)

(E) DS1 High Capacity Service Portability Commitment

DS1 High Capacity Service Portability Commitment provides a customer the ability to establish a regional volume commitment in the form of DS1 Channel Terminations and receive a waiver on DS1 TPP Termination Liability, as described in 7.11.5.2(G), during the life of the Portability Commitment. The Portability Commitment will consist of a Commitment Level (CL), as described below, and will last 3-years. The Portability Commitment cannot be renewed.

Customers may purchase DS1 service under DS1 TPP terms of 2, 3, 5, or 7 years and have the associated Channel Terminations count towards the CL.

Following are the terms and conditions associated with the Portability Commitment:

- (1) Customer commits to a 3-Year Commitment Level (CL) that is reviewed on a monthly basis. The initial monthly CL is calculated by Telephone Company and is the total of all DS1 Channel Terminations in-service for the month previous to the month in which the Portability Commitment form is signed. The initial monthly CL will consist of all Channel Terminations including those on Month-to-Month terms and other term pricing plans. The effective date of the Portability Commitment will be the first day of the month immediately following the month in which the Portability Commitment is signed; and
- (2) Customer must have a minimum of 40 Channel Terminations in-service each month and at least 80% of the CL under a 2, 3, 5, or 7 year DS1 TPP each month; and

(x)

(x)
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(x)

(x) Issued under authority of Special Permission No. 05-007 of the F.C.C. in order to restore currently effective material and to withdraw material filed under Transmittal 92 without becoming effective.

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7. Special Access Service (Cont'd)7.11 High Capacity Service (Cont'd)7.11.5.2 DS1 Term Payment Plan (DS1 TPP) (Cont'd)(E) DS1 High Capacity Service Portability Commitment (Cont'd)

- (3) Each month, the total number of 2, 3, 5, and 7 year DS1 TPP Channel Terminations for the previous month will be calculated and measured against the corresponding monthly CL; (x)
- (a) If the total number of Channel Terminations, as calculated above, is 80% - 124% of the CL, no other charges will apply for the previous month.
- (b) If the total number of Channel Terminations, as calculated above, is less than 80% of the CL, charges will be assessed as follows:
- (i) Customer will be billed the difference between 80% of the CL and the actual number of in-service Channel Terminations. EXAMPLE #1: Customer A has a CL = 1,000 Channel Terminations for the month of June. Customer A must have at least 800 DS1 Channel Terminations in-service to meet the 80% target. In July, the monthly review calculated 795 DS1 Channel Terminations in-service for the month of June. The difference between 80% of the CL (800) and the actual in-service total (795) is 5 Channel Terminations. Therefore, the customer will be billed an amount equal to 5 Channel Terminations multiplied by the current Nonrecurring Channel Termination rate. For subsequent months, Customer A will continue to be billed an amount equal to the difference between 80% of the CL and the actual in-service number of Channel Terminations that are below 80% of the CL (multiplied) by the current nonrecurring Channel Termination rate, until 80% of the CL is met.
- (c) If the total number of in-service Channel Terminations, as calculated above, is more than 124% of the CL, the customer will be billed an adjustment factor equal to the Nonrecurring Channel Termination charge multiplied by the difference between the actual number of Channel Terminations in-service and 124% of the CL. (x)

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