

ACCESS SERVICE

24. Pricing Flexibility Contract Offerings

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24.1 General

The Telephone Company may, from time to time, offer special contract pricing to customers located in Metropolitan Statistical Areas (MSAs) for which the Telephone Company has received Phase II pricing flexibility pursuant to Subpart H of Part 69 of the Commission's rules. The specific MSAs for which pricing flexibility has been granted are identified in Sections 21.3 and 22.3 preceding.

The rates, charges, terms and conditions applicable to each pricing flexibility contract will be filed in this section. Services provided under the following contract offers are subject to the regulations set forth in all other sections of this tariff, unless otherwise specified. Where the regulations in other sections conflict with those set forth in this section, the regulations specified herein for the provision of interstate access services under a pricing flexibility contract offering will supercede any inconsistencies.

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## ACCESS SERVICE

24. Pricing Flexibility Contract Offerings (Cont'd)

(N)

24.2 Contract No. 03-001 - DS3 New Connect Discount Offer

The DS3 New Connect Discount Offer provides a credit equal to one month's recurring charges when customers order new DS3 special access circuits under a three year minimum service period, or a credit equal to two months' recurring charges when customers order new DS3 special access circuits under a five year minimum service period.

The contract offer will be in effect from September 1, 2003 through November 30, 2003, and will be available for new DS3 circuits ordered in one of the following pricing flexibility MSAs:

Orlando, Florida  
Las Vegas, Nevada  
Fayetteville, North Carolina  
Greenville, North Carolina

The DS3 monthly recurring rate elements that will be credited include the channel termination, channel mileage termination (fixed), channel mileage facility (per mile) and multiplexing. The total credit will be applied on the customer's second month's billing.

In the event the DS3 service is disconnected prior to the expiration date of the three or five year minimum service period, appropriate termination liability charges will be assessed, along with any monthly recurring charges credited under this contract offer.

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24. Pricing Flexibility Contract Offerings (Cont'd)

24.2 Contract No. 04-001

DESCRIPTION: Special Access Services offered in Section 22

CONTRACT AVAILABILITY: Effective from October 29, 2004 through November 29, 2004

CONTRACT EFFECTIVE DATE: October 29, 2004

CONTRACT EXPIRATION DATE: 12 Months

AVAILABLE MSAs: Orlando and Tallahassee, Florida; Las Vegas, Nevada; Fayetteville, Greenville, Hickory and Rocky Mount, North Carolina; York, Pennsylvania and Charlottesville, Virginia (N)

This contract tariff is for all services offered in Section 22 of this tariff. The customer is charged rates as specified in Section 22. Customers are eligible for a 10% credit in any month that their monthly recurring revenue, for applicable services, is equal to or greater than \$1.8 million. This credit is offered for a maximum of twelve (12) months. (C)

In order to qualify, customers must have completed the fifth year of a five year term discount plan and must have billed a minimum of \$1.8 million monthly recurring charges for six consecutive months immediately prior to the contract effective date to be eligible for a revenue discount of 10% applied to the monthly billed revenue. (C)

This discount will be applied as a credit on a monthly basis to one designated special access billing account number on the second full invoice following the qualifying months. If the customer's monthly recurring charges fall below the \$1.8 million minimum billing for all special access services provided in Section 22, no discount will apply for that month. The discount does not apply to nonrecurring charges or any other applicable monthly charges billed to the customer (i.e., taxes, interest, surcharges).

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24. Pricing Flexibility Contract Offerings (Cont'd)24.2 Contract No. 04-001 (Con't)

For example, the customer's monthly recurring charges for November are \$2.1 million, December is \$1.7 million, and January is \$2.2 million. The 10% discount would be applied to the November and January monthly billed revenues.

(C)

Terms and Conditions

- Customers may not assign or transfer, whether by operation of law or otherwise, this contract, or any right or obligations hereunder, to a third party without prior written consent of the Telephone Company.
- Revenues eligible for the discount and for purposes of the minimum monthly revenues to qualify for the discount only include revenue of a customer as that customer exists at the time of subscription hereunder and shall not include any additional revenues of a customer due to that customer merging, being acquired by, or acquiring a third party that is not, at the time of said merger or acquisition, a customer of this contract tariff.
- Billed amounts must be paid in full and on time. Any late payments or disputed amounts shall be subject to the regulations set forth in Section 2.4.1 preceding. Late payments shall in no way affect the eligibility to receive the 10% discount.
- Once all qualifications have been met, the discount will be applied as a credit on a monthly basis to one designated special access billing account number on the second full invoice following the qualifying months.

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## ACCESS SERVICE

24. Pricing Flexibility Contract Offerings (Cont'd)

(N)

24.3 Contract No. 05-001

DESCRIPTION: Special Access Services offered in Section 22

CONTRACT  
AVAILABILITY: Effective from October 1, 2005 through  
October 31, 2005

CONTRACT  
EFFECTIVE DATE: October 1, 2005

CONTRACT  
EXPIRATION DATE: 12 Months

AVAILABLE MSAs: Orlando and Tallahassee, Florida; Las Vegas,  
Nevada; Fayetteville, Greenville, Hickory and  
Rocky Mount, North Carolina; York, Pennsylvania  
and Charlottesville, Virginia

This contract tariff is for all services offered in Section 22 of this tariff. The customer is charged rates as specified in Section 22. Customers are eligible for an 11.5% credit in any month that their monthly recurring revenue, for applicable services, is equal to or greater than \$7 million. This credit is offered for a maximum of twelve (12) months.

In order to qualify, customers must have completed the fifth year of a five year term discount plan, as well as the 365 day grace period following the expiration of the five year term discount plan and must have been billed a minimum of \$84 million for special access services for the twelve months immediately prior to the contract effective date to be eligible for a revenue discount of 11.5% applied to the monthly billed revenue for Section 22 services.

This discount will be applied as a credit on a monthly basis to one designated special access billing account number on the second full invoice following the qualifying months. If the customer's monthly recurring charges fall below the \$7 million minimum billing for all special access services, no discount will apply for that month. The discount does not apply to nonrecurring charges or any other applicable monthly charges billed to the customer (i.e., taxes, interest, surcharges).

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## ACCESS SERVICE

24. Pricing Flexibility Contract Offerings (Cont'd)

(N)

24.3 Contract No. 05-001 (Con't)

Further, if for any reason, the Telephone Company should reduce the rates for any special access services at any time during this contract period, the Telephone Company agrees to provide relief to the customer from having to meet the \$7 million monthly billed revenue threshold. The relief will be a reduction in the minimum monthly billed revenue requirement to a threshold that is equal to the impact of the rate reductions.

Terms and Conditions

- Customers may not assign or transfer, whether by operation of law or otherwise, this contract, or any right or obligations hereunder, to a third party without prior written consent of the Telephone Company, which written consent shall not be unreasonably withheld.
- Revenues eligible for the discount and for purposes of the minimum monthly revenues to qualify for the discount only include revenue of a customer as that customer exists at the time of subscription hereunder and shall not include any additional revenues of a customer due to that customer merging, being acquired by, or acquiring a third party that is not, at the time of said merger or acquisition, a customer of this contract tariff.
- Billed amounts must be paid in full and on time. Any late payments or disputed amounts shall be subject to the regulations set forth in Section 2.4.1 preceding. Late payments shall in no way affect the eligibility to receive the 11.5% discount.
- Once all qualifications have been met, the discount will be applied as a credit on a monthly basis to one designated special access billing account number on the second full invoice following the qualifying months.

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