

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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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, 2004CONTRACT
EFFECTIVE DATE: October 29, 2004CONTRACT
EXPIRATION DATE: 12 MonthsAVAILABLE 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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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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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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24. Pricing Flexibility Contract Offerings (Cont'd)

(N)

24.4 Contract No. 06-001

DESCRIPTION: Within CO Channel Terminations – DS1 and DS3

CONTRACT

AVAILABILITY: Effective from January 6, 2006 through
February 5, 2006

CONTRACT

EFFECTIVE DATE: January 6, 2006

CONTRACT

EXPIRATION DATE: 5 Years

AVAILABLE MSAs: Las Vegas, Nevada

This contract tariff is for DS1 and DS3 channel terminations (CTs) that are provisioned for the customer within the Telephone Company's Central Office Buildings that are located in the Las Vegas, Nevada MSA. To qualify for the pricing as presented in this contract tariff a channel termination must be wholly contained within one of the Telephone Company's Central Office Buildings in the Las Vegas, Nevada MSA (qualifying channel termination). That is the customer designated premises and the serving wire center of a channel termination must be the same location.

In order to qualify for this contract tariff a customer must, on the day immediately preceding the effective date of this tariff, be subscribing to a minimum of 225 DS1 and a minimum of 225 DS3 qualifying interstate special access channel terminations as described above, and must also have at least 70% of it non-expanded interconnection collocations in the Las Vegas, Nevada MSA eligible for conversion to expanded interconnection collocation. Each channel termination counted for the purpose of meeting these minimum requirements must be currently billed the designated Within CO rate for the applicable service type, zone, and must be committed to a Telephone Company special access term discount plan (TDP) as set forth in Section 22 of this tariff. For the remainder of the contract effective period, the customer must maintain a minimum of 175 DS1 and a minimum of 175 DS3 qualifying interstate special access channel terminations as described above.

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24. Pricing Flexibility Contract Offerings (Cont'd)

(N)

24.4 Contract No. 06-001 (Con't)

Upon the effective date of this contract tariff, and upon customer meeting the above described qualifications, the Telephone Company will apply the applicable rate from the following table to each qualifying channel termination billed to customer, beginning with the first bill issued following the effective date of this contract tariff. The rates will be applied to all qualifying channel terminations in service as of the effective date of this contract tariff as well as to any future additions of qualifying channel terminations. This contract tariff and the prices provided herein apply only to qualifying channel terminations. No other DS1 or DS3 channel terminations, no other rate elements applicable to DS1 and DS3 services, and no other rate elements (including any channel termination rates) applicable to any other services are affected by this contract tariff.

From the effective date of this contract tariff, and subject to customer's continued compliance with the minimum quantities of qualifying channel terminations, the Telephone Company will bill customer the rates as specified in the following rate table for a period of five years. The rate to be billed for an individual qualifying channel termination is dependent on the service type, plan, and zone applicable to that channel termination as described in Section 22 of this tariff.

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24. Pricing Flexibility Contract Offerings (Cont'd)

(N)

24.4 Contract No. 06-001 (Con't)

If during the term of this contract tariff customer fails to meet the minimum quantity of qualifying channel terminations set forth above, then for each month in which this occurs the Telephone Company will debit customer's Special Access Billing Account Numbers (BANs) in Las Vegas, Nevada the difference between the then applicable channel termination rates as set forth in Section 22 or other applicable sections of this tariff and the channel termination rates set forth in the table below for all channel terminations under this contract tariff. This debit will appear on the invoice issued to the customer for the month immediately following the non-qualifying month. If the customer falls below the minimum commitment of 175 DS1 and 175 DS3 qualifying interstate special access channel terminations they may, at their sole discretion, cancel this contract tariff. There shall be no early termination penalties or liabilities applied should the customer terminate this contract tariff before the end of the 5 year commitment. Any termination of this contract by the customer must be in writing with a minimum of thirty (30) days notice. The rates and terms in Section 22 of this tariff shall apply from the date of the termination notice until the applicable circuits are disconnected.

DS1 Within Office CTs				DS3 Within Office CTs		
Plan	Zone	Price per CT		Plan	Zone	Price per CT
MTM	1	\$3.75		MTM	1	\$27.75
MTM	2	\$4.00		MTM	2	\$28.00
MTM	3	\$4.25		MTM	3	\$28.25
TDP-3 Year	1	\$3.50		TDP-3 Year	1	\$27.50
TDP-3 Year	2	\$3.75		TDP-3 Year	2	\$27.75
TDP-3 Year	3	\$4.00		TDP-3 Year	3	\$28.00
TDP-5 Year	1	\$3.25		TDP-5 Year	1	\$27.25
TDP-5 Year	2	\$3.50		TDP-5 Year	2	\$27.50
TDP-5 Year	3	\$3.75		TDP-5 Year	3	\$27.75
PTDP	1	\$3.00		PTDP	1	\$27.05
PTDP	2	\$3.25		PTDP	2	\$27.25
PTDP	3	\$3.50		PTDP	3	\$27.50

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24. Pricing Flexibility Contract Offerings (Cont'd)

(N)

24.4 Contract No. 06-001 (Con't)Terms and Conditions

Customer 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 the written consent of the Telephone Company, which written consent shall not be unreasonably withheld.

In calculating the minimum number of qualifying channel terminations of DS1 and DS3 special access services required under this contract tariff, and in determining which of customer's channel terminations are eligible for the rates set forth in this contract tariff, qualifying channel terminations shall not include those provided by the Telephone Company to any other customer as of the effective date of this contract tariff, nor shall any channel terminations be included even if customer merges with, acquires, or is acquired by any third party as long as, at the time of such merger or acquisition, said third party is not also 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 Section 2.4.1 of this tariff.

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