

ACCESS SERVICE  
CHECK SHEET

The Title Page and Pages 1 through 34-35 inclusive of this tariff are effective as of the date shown, and Supplement Nos. 8, 9, 10, 11, 13, 14, 15, and 23 contain all changes from the original tariff that are in effect on the date hereof.

<u>Page</u>	<u>Number Revisions Except as Indicated</u>	<u>Page</u>	<u>Number Revisions Except as Indicated</u>	<u>Page</u>	<u>Number Revisions Except as Indicated</u>
Title Page 1	1st	27	Original	59	Original
		28	Original	60	5th
		29	2nd	60.1	3rd
1	272nd*	30	1st	60.2	1st
2	27th	31	Original	60.3	Original
3	11th	32	2nd	61	Original
4	38th	33	Original	62	3rd
5	1st	34	5th	63	5th
6	34th	35	Original	64	1st
7	17th	36	Original	65	2nd
8	27th	37	Original	66	1st
9	9th	38	Original	67	12th
10	54th	39	Original	67.1	19th
11	35th	40	3rd	67.2	21st
12	18th	41	1st	68	Original
13	13th	42	6th	69	4th
14	11th	43	Original	70	6th
15	11th*	44	Original	71	3rd
16	31st	45	Original	72	2nd
17	16th	46	1st	73	1st
18	18th	47	Original	74	Original
18.1	5th	48	Original	75	1st
18.2	9th	49	1st	75.1	Original
18.3	26th	50	2nd	76	2nd
18.3.1	2nd	51	2nd	77	Original
18.4	49th	52	Original	78	Original
18.5	1st	53	Original	79	Original
19	29th	54	Original	80	Original
20	12th	55	Original	81	Original
21	52nd	56	1st	82	2nd
22	33rd	57	6th	82.1	Original
23	2nd	58	6th	83	1st
24	42nd			84	4th
24.1	21st			85	Original
24.2	18th				
24.3	9th				
25	Original				
26	1st				

\* Indicates new or revised page

(TR 696)

Issued: April 14, 2006

Effective: April 29, 2006

Vice President, Federal Regulatory  
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE  
CHECK SHEET

<u>Page</u>	<u>Number of Revisions Except as Indicated</u>	<u>Page</u>	<u>Number of Revisions Except as Indicated</u>	<u>Page</u>	<u>Number of Revisions Except as Indicated</u>
18-1	Original	21-1	Original	25-1	4th*
18-2	Original	21-2	Original	25-2	1st
18-3	Original	21-3	Original	25-3	Original
18-4	Original	21-4	Original	25-4	Original
		21-5	Original	25-5	Original
19-1	Original	21-6	Original	25-6	2nd
19-2	Original	21-7	Original	25-6.1	Original
19-3	Original			25-7	2nd
19-4	1st	22-1	Original	25-8	2nd
19-4.1	Original	22-2	Original	25-9	4th
19-5	Original	22-3	Original	25-10	1st
19-6	Original	22-4	Original	25-11	2nd
19-7	Original			25-12	1st
19-8	1st	23-1	Original	25-13	1st
19-9	Original	23-2	Original	25-14	2nd
19-10	1st	23-3	Original	25-15	2nd
		23-4	Original	25-16	1st
20-1	1st	23-5	Original	25-17	1st
20-2	2nd	23-6	Original	25-18	2nd
20-3	2nd	23-7	Original	25-19	2nd
20-4	1st	23-8	1st	25-20	3rd*
20-5	1st			25-21	2nd
20-6	1st	24-1	Original	25-21.1	1st
20-7	2nd	24-2	Original	25-22	1st
		24-3	Original	25-23	2nd*
				25-23.1	Original*
				25-23.2	Original*
				25-23.3	Original*
				25-23.4	Original*
				25-23.5	Original*
				25-24	2nd*
				25-25	1st
				25-26	2nd
				25-27	Original
				25-28	Original

\*Indicates new or revised page

(TR 696)

Issued: April 14, 2006

Effective: April 29, 2006

Vice President, Federal Regulatory  
1300 I Street, NW, Washington, D.C. 20005

## ACCESS SERVICE

25. Discount Plans25.1 Commitment Discount Plans

A Commitment Discount Plan provides for the application of a discount to the monthly recurring rates for service(s) included in the Plan based on a minimum commitment of channel terminations. For administrative purposes, all services included in the Commitment Discount Plan are managed as a single plan with separate commitment periods applicable to each type of service. Existing CDP customers have the option to either (1) maintain existing term pricing plans on their IEF or (2) include their IEF under the CDP, in which case their IEF terminations must be combined with their Switched and Special Access DS3 channel terminations without applying termination liabilities to their cancelled IEF Term Plan. New CDP customers have the option to either (1) establish or maintain a term pricing plan on their IEF or (2) include their IEF under the CDP, in which case their IEF terminations must be combined with their Switched and Special Access DS3 channel terminations. Customers have the option of combining the following services for the purposes of establishing commitment levels. Switched Access and Special Access DS1 channel terminations may be combined into a single commitment level. Switched and Special Access DS3 channel terminations may be combined into a single commitment level.

For purposes of this Section 25.1, regulations requiring written notice or notification provided by the customer to the Telephone Company shall be in a form prescribed by the Telephone Company and signed by an authorized representative of the customer.

(N)  
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(N)

25.1.1 Commitment Discount Plan Availability

At the customer's request, certain Telephone Company Switched Access Services and Special Access Services may be provided under a Commitment Discount Plan. The types of services to be discounted, along with the specific discount percentages and available commitment periods, are set forth in 25.1.4 following.

Commitment Discount Plans for Direct Trunked Transport Switched Access Service are only available in states where Expanded Interconnection has become operational and either:

- a total within the state of 100 DS1 equivalent Entrance Facility Office Channel Terminations have been provided in the Zone 1 serving wire centers, access tandems or remote nodes in that state or;
- an average of 25 DS1 equivalent Entrance Facility Office Channel Terminations have been provided per Zone 1 serving wire center, access tandem or remote node in that state.

Based on the above requirements, Commitment Discount Plans for Direct Trunked Transport Switched Access Service are available in all states. Commitment Discount Plans are not applicable to Switched Access Tandem Switched Transport Service. However, the customer may also subscribe to a Service Discount Plan for Switched Access Service Tandem Switched Transport as set forth in Section 6.7.16 preceding.

(TR 696)

Issued: April 14, 2006

Effective: April 29, 2006

Vice President, Federal Regulatory  
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## ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.10 Commitment Periods (Cont'd)

## (A) Selection of a Commitment Period (Cont'd)

## (2) (Cont'd)

There shall be no change to the DS3 commitment period or DS3 rates. Minimum period obligations as set forth 25.1.12 following shall apply regardless of the end date chosen.

## (B) Effective Date of Commitment Period

Where the Commitment Discount Plan is requested to be provided coincident with the connection of new services or on existing services, the commitment period will begin the first bill day in the month following the month in which the customer provided the Telephone Company with written confirmation to have service provided under a Commitment Discount Plan.

## (C) Expiration of a Commitment Period

At the expiration (end) of its selected commitment period, the customer will have the option of selecting any then effective commitment period for the type of service involved, including combined service types, extending the expiring commitment period as set forth in (D) following or continuing service without any discount plan. If the commitment period for a service offered under a combined service type is expiring and the service type will continue without any discount plan, the commitment level for the combined service type will change to an individual service type for the remaining service and be reduced by the quantity of channel terminations expiring. If all commitment periods under the Commitment Discount Plan expired, the customer also has the option of selecting any then effective Service Discount Plan as set forth in Section 7.4.10 or Section 6.7.16 preceding for Special or Switched Access Service, respectively or Section 26.1.4 following for IEF. Upon establishment of a renewed Commitment Discount Plan, eligible customers may elect the Renewal Option in accordance with 25.1.10(G) following.

(N)  
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(N)

(TR 696)

Issued: April 14, 2006

Effective: April 29, 2006

Vice President, Federal Regulatory  
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## ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.10 Commitment Periods (Cont'd)(G) Renewal Option

(N)

- (1) Description - Renewal Option is an option under Commitment Discount Plan which allows a customer to terminate its renewed Commitment Discount Plan without the application of termination liability charges if the renewed Commitment Discount Plan meets the terms and conditions set forth in this section (G). There will be no change to the Commitment Discount Plan commitment period that the customer commits to under Commitment Discount Plan. Renewal Option applies to commitment periods by service type.
- (2) Availability - Renewal Option must be requested by the customer by providing written notification to the Telephone Company, as specified in Section 25.1 preceding.
- (3) Eligibility - Renewal Option is available to a Commitment Discount Plan customer who meets either one of the conditions set forth in (G)(3)(a) or (G)(3)(b) following:
  - (a) Customer with a Currently Expiring Commitment Discount Plan

Customer must meet all of the requirements set forth in (a)(i) and (a)(ii) following:

    - (i) Customer completes one of the following:
      - (A) A full 5-year or 7-year commitment period (pursuant to 25.1.8(C) preceding), including customers in a coterminous plan (pursuant to 25.1.11 following) with actual time spent on the plan under this tariff equal to the full commitment period; or
      - (B) An extension of a commitment period (pursuant to 25.1.8(D) preceding) with at least 5 years actually spent on the plan regardless of the selected commitment period; or
      - (C) A coterminous plan established prior to April 29, 2006 with a 5-year or 7-year commitment period (pursuant to 25.1.13 following), but with less time spent on the plan than the actual commitment period due to the election of the coterminous option; and

(N)

Certain material previously found on this page can now be found on Original Page 25-23.5.

(TR 696)

Issued: April 14, 2006

Effective: April 29, 2006

Vice President, Federal Regulatory  
1300 I Street, NW, Washington, DC 20005

## ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.10 Commitment Periods (Cont'd)(G) Renewal Option (Cont'd)

(N)

(3) Eligibility (Cont'd)(a) Customer with a Currently Expiring Commitment Discount Plan  
(Cont'd)

(ii) The customer chooses to establish a new Commitment Discount Plan commitment period for the service type involved, including combined service types, with an equal or longer commitment period (i.e., customer renews its existing 5-year commitment period for a new 5-year or 7-year commitment period, or customer renews its existing 7-year commitment period for a new 7-year commitment period).

(A) If a customer completed an extension of a commitment period pursuant to 25.1.8(D) with at least 5 years actually spent on the plan, the commitment period of the renewed CDP must be of equal or greater length than the actual time spent by the customer on the prior plan. If the actual time spent by the customer on the prior plan was between 5 years and 7 years (i.e., time spent was more than 60 months but less than 84 months), the customer must renew such Commitment Discount Plan for a new commitment period of at least 5 years.

(B) For example, assume that a customer completed a 3-year commitment period and extended it for an additional two (2) years for total time spent on the plan of five years. Customer must renew such Commitment Discount Plan for a new commitment period of at least 5 years. As another example, assume that a customer completed a 5-year commitment period and extended it for an additional one (1) year for total time spent on the plan of six years. Customer must renew such Commitment Discount Plan for a new commitment period of at least 5 years.

(N)

(TR 696)

Issued: April 14, 2006

Effective: April 29, 2006

Vice President, Federal Regulatory  
1300 I Street, NW, Washington, DC 20005

## ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.10 Commitment Periods (Cont'd)(G) Renewal Option (Cont'd)

(N)

(3) Eligibility (Cont'd)(b) Customer Renewed Commitment Discount Plan Within the Last 12 Months

Customer must meet all of the requirements set forth in (b)(i), (b)(ii) and (b)(iii) following:

## (i) The customer had completed one of the following during the period between April 29, 2005 and April 29, 2006:

- (A) A full 5-year or 7-year commitment period (pursuant to 25.1.8(C) preceding); or
- (B) An extension of a commitment period (pursuant to 25.1.8(D) preceding) with at least 5 years actually spent on the plan regardless of the selected commitment period; and

## (ii) Upon expiration of such commitment period specified in (b)(i) and during the period between April 29, 2005 and April 29, 2006, the customer established a new Commitment Discount Plan commitment period for the service type involved, including combined service types, with an equal or longer commitment period (i.e., customer renewed its existing 5-year commitment period for a new 5-year or 7-year commitment period, or customer renewed its existing 7-year commitment period for a new 7-year commitment period).

- (A) If a customer completed an extension of a commitment period pursuant to 25.1.8(D) with at least 5 years actually spent on the plan, the commitment period of the renewed Commitment Discount Plan must have been of equal or greater length than the actual time spent by the customer on the prior plan. If the actual time spent by the customer on the prior plan was between 5 years and 7 years (i.e., time spent was more than 60 months but less than 84 months), the customer must have renewed such Commitment Discount Plan for a new commitment period of at least 5 years.

(N)

(TR 696)

Issued: April 14, 2006

Effective: April 29, 2006

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## ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.10 Commitment Periods (Cont'd)(G) Renewal Option (Cont'd)

(N)

(3) Eligibility (Cont'd)(b) Customer Renewed Commitment Discount Plan Within the Last 12 Months (Cont'd)

## (ii) (Cont'd)

(B) For example, assume that a customer completed a 3-year commitment period and extended it for an additional two (2) years for total time spent on the plan of five years. Customer must have renewed such Commitment Discount Plan for a new commitment period of at least 5 years. As another example, assume that a customer completed a 5-year commitment period and extended it for an additional one (1) year for total time spent on the plan of six years. Customer must have renewed such Commitment Discount Plan for a new commitment period of at least 5 years.

(iii) Customer must elect Renewal Option no later than June 30, 2006.

(4) Renewal Option Period

(a) The applicable Renewal Option Period granted for each eligible service type is determined as follows:

Expiring		
CDP Commitment Period (including actual time spent on plan pursuant to 25.1.10(G)(3)(a)(i) or 25.1.10(G)(3)(b)(i)		
	Renewed (i.e., new) <u>CDP Term</u>	<u>Renewal Option Period</u>
5 years	5 or 7 Years	24 months
7 years	7 Years	24 months

(N)

(TR 696)

Issued: April 14, 2006

Effective: April 29, 2006

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## ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)(G) Renewal Option (Cont'd)

(N)

(4) Renewal Option Period (Cont'd)

- (b) The Renewal Option Period will be applied to the end of the renewed Commitment Discount Plan commitment period.

For example, assume that a customer renews a 7-year commitment period for another 7-year commitment period and elects the Renewal Option. The Telephone Company will grant a Renewal Option Period of twenty-four (24) months to that customer. The customer is still subject to a commitment period of seven (7) years; however, termination liability charges as set forth in 25.1.11 following will not apply after month sixty (60) if the customer cancels or terminates the Commitment Discount Plan prior to the end of the commitment period (i.e., 7-year commitment period (84 months) minus 24 months Renewal Option Period = 60 months, or 5 years).

- (c) When a Commitment Discount Plan is cancelled or terminated during the Renewal Option Period, a final true-up will be conducted pursuant to 25.1.7 preceding in order to determine any applicable shortfall adjustments. The shortfall will be calculated as specified in 25.1.7, on a pro-rated basis, for the number of months elapsed since last true up. No charge ups applicable under 25.1.7 will be assessed as a result of the final true-up.

- (d) If a Commitment Discount Plan is cancelled or terminated during the Renewal Option Period, the customer will be treated as if it has completed a full commitment period.

For example, assume that a customer completes a full 7-year commitment period under Commitment Discount Plan, renews Commitment Discount Plan with a 7-year commitment period and elects the Renewal Option. After completing 5 years and 3 months (i.e., during the Renewal Option Period), the customer terminates the Commitment Discount Plan without termination liability. After such termination, the customer may renew such Commitment Discount Plan for another 7-year commitment period and be eligible for the Renewal Option on the renewed Commitment Discount Plan.

- (5) Except as otherwise specified in this 25.1.10(G), all terms and conditions of Commitment Discount Plan, including establishing an initial minimum commitment period set forth in 25.1.3 preceding and the bi-annual true-up process set forth in 25.1.7 preceding, will apply to the new Commitment Discount Plan commitment period during the entire time that such Commitment Discount Plan is maintained (i.e., even during the Renewal Option Period).

(N)

(TR 696)

Issued: April 14, 2006

Effective: April 29, 2006

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1300 I Street, NW, Washington, DC 20005

## ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.11 Termination Liability

(M)

Termination liability applies (1) when a Commitment Discount Plan is cancelled prior to the end of the customer selected commitment period, unless such cancellation is associated with the extension of a commitment period as set forth in 25.1.10(D) preceding; or (2) when all services in the Commitment Discount Plan are disconnected prior to the end of the customer selected commitment period.

The termination liability charge applies in addition to any applicable minimum period charges.

There are two methods (i.e., Option 1 or Option 2) of determining and calculating the termination liability charge. The Telephone Company will calculate the charge using both methods and apply the method which produces the lesser termination liability charge.

For IEF, the termination liability shall be determined using Option 1 only.

(M)

Certain material on this page formerly appeared on 1<sup>st</sup> Revised Page 25-23.

(TR 696)

Issued: April 14, 2006

Effective: April 29, 2006

Vice President, Federal Regulatory  
1300 I Street, NW, Washington, DC 20005

## ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.11 Termination Liability (Cont'd)Option 1 Termination Liability Charge Method and Calculation

Under Option 1, the termination liability charge is 50% of the applicable monthly rates for each month or fraction thereof remaining in the selected commitment period, less any time in-service credit or Renewal Option which may have been applied. (C)  
The termination liability charge applies in addition to the charge associated with satisfying the minimum period requirement as set forth in Section 5.2.5 preceding.

The termination liability charge will be calculated as follows:

(Step 1) The Telephone Company will conduct a final true-up to determine the average number of equivalent DS0 Standard Channel Terminations in service since the last true-up was performed and the total dollar amount associated with the equivalent DS0 monthly rate elements which were in service since the last true-up was performed.

(Step 2) Using the data determined in the final true-up and all applicable previous true-ups, the Telephone Company will calculate an average rate per equivalent DS0.

(Step 3) The Telephone Company will multiply the average rate per equivalent DS0 from Step 2 by fifty percent 50% and by the number of equivalent DS0s which comprise minimum commitment and multiply the result by the number of months and fraction thereof remaining in the commitment period, less any time in-service credit or Renewal Option which may have been applied or the number of months from the end of the minimum period requirement to the end of the commitment period, less any time in-service credit or Renewal Option which may have been applied, as applicable. The amount due from the customer is not subject to any late payment factor as specified in Section 2.4.1 preceding. (C)

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(TR 696)

Issued: April 14, 2006

Effective: April 29, 2006

Vice President, Federal Regulatory  
1300 I Street, NW, Washington, D.C. 20005