

## ACCESS SERVICE CHECK SHEET

Title Pages 1 and 2 and Pages 1 to 25-39 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement Nos. 13, 14, 15, 16, 17, 19, 20, 28 and 29 contain all changes from the original tariff that are in effect on the date hereof.

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
Title 1	1st	32	1st	2-16	3rd
Title 2	1st	33	1st	2-16.1	3rd
		34	Original	2-17	3rd
		35	6th	2-18	3rd
1	335th*	36	3rd	2-19	4th
1.1	6th	37	14th	2-20	3rd
2	77th	37.1	31st	2-21	4th
3	8th	37.1.1	1st	2-22	4th
4	10th	37.2	2nd	2-22.1	4th
5	40th	38	2nd	2-23	3rd
6	27th	39	5th	2-23.1	1st
7	52nd	40	5th	2-23.2	1st
8	43rd	41	4th	2-24	Original
8.1	8th	42	2nd	2-25	Original
9	46th	43	6th	2-26	4th
9.1	25th	44	1st	2-26.1	1st
9.2	2nd	45	Original	2-26.2	1st
10	38th	46	9th	2-26.3	1st
11	16th	46.1	Original	2-27	3rd
12	9th	47	4th	2-27.1	Original
12.1	6th	47.1	1st	2-28	Original
13	14th	47.2	Original	2-29	2nd
14	41st			2-29.1	Original
14.1	15th			2-30	2nd
15	39th	1-1	1st	2-31	2nd
16	32nd			2-32	Original
16.1	26th			2-33	Original
16.2	22nd	2-1	Original	2-34	2nd
16.2.1	3rd	2-2	Original	2-34.1	Original
16.3	10th	2-3	Original	2-35	Original
16.4	5th*	2-4	Original	2-36	Original
17	Original	2-5	Original	2-37	Original
18	6th	2-6	Original	2-38	Original
19	Original	2-7	3rd	2-39	2nd
20	Original	2-8	3rd	2-40	Original
21	1st	2-9	4th	2-40.1	2nd
22	Original	2-9.1	Original	2-40.2	3rd
23	Original	2-10	Original	2-41	Original
24	Original	2-11	1st	2-42	Original
25	Original	2-11.1	Original	2-43	Original
26	1st	2-12	2nd	2-44	Original
27	4th	2-13	2nd	2-45	1st
28	3rd	2-14	Original	2-46	2nd
29	5th	2-15	3rd	2-47	Original
30	2nd	2-15.1	2nd	2-48	Original
31	1st	2-15.2	3rd	2-49	Original

\* New or Revised Page

(Issued under Transmittal No. 700)

Issued: April 25, 2006

Effective: May 10, 2006

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

## ACCESS SERVICE CHECK SHEET (Cont'd)

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
25-1	2nd	25-30	Original		
25-2	Original	25-31	Original		
25-3	Original	25-32	1st		
25-4	Original	25-33	Original		
25-5	3rd	25-33.1	Original		
25-6	Original	25-34	Original		
25-7	Original	25-35	Original		
25-8	Original	25-36	Original		
25-9	Original	25-37	1st		
25-10	Original	25-38	1st		
25-11	Original	25-38.1	Original		
25-12	Original	25-39	Original		
25-13	Original				
25-14	Original				
25-15	Original				
25-16	Original				
25-17	Original				
25-18	Original				
25-19	3rd*				
25-20	Original				
25-21	Original				
25-22	Original				
25-23	Original				
25-24	Original				
25-25	3rd*				
25-25.1	2nd*				
25-25.2	2nd*				
25-25.3	2nd*				
25-25.4	2nd*				
25-25.5	2nd*				
25-26	3rd*				
25-27	Original				
25-28	Original				
25-29	1st				
25-29.1	Original				

\* New or Revised Pages

(Issued under Transmittal No. 700)

Issued: April 25, 2006

Effective: May 10, 2006

Vice President, Federal Regulatory  
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## ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.8 Commitment Periods (Cont'd)(C) Expiration of a Commitment Period

- (1) At the expiration (end) of its selected commitment period, the customer may choose one (1) of the following options:
- (a) Select any then effective commitment period for the service type involved, including combined service types, to establish a new CDP. All terms and conditions of CDP, including termination liability, shall apply to the new commitment period. Upon establishment of a renewed CDP, eligible customers may elect the Renewal Option in accordance with 25.1.8(H) following. (N)  
|  
(N)
- (b) Extend the expiring commitment period as set forth in (D)(2) or (D)(3) following (in which case the then current discount percentage or TPP rates and terms and conditions of the existing plan will continue to apply).
- (c) Discontinue CDP and continue receiving service without any discount plan. The customer may not subscribe to any other discount plan (including TPP) if at least one (1) service type remains under CDP (i.e., all commitment periods for all service types under CDP have not expired).
- (2) If the customer does not notify the Telephone Company of its choice of ((a), (b), or (c) above, in writing at least sixty (60) days prior to the expiration of the commitment period, the Telephone Company will continue two (2) additional months of CDP billing. If the customer does not notify the Telephone Company of its choice during the two (2) month extension, a new CDP will begin based on the previously effective commitment period and commitment level. The new CDP established under this Section (C)(2) will not include any Renewal Option. All terms and conditions of CDP, including termination liability, will apply to the new CDP commitment period. (N)  
(N)
- (3) If all commitment periods for all services under the CDP are expiring, the customer also has the option of selecting any then effective TPP which may be available for such services.

(Issued under Transmittal No. 700)

Issued: April 25, 2006

Effective: May 10, 2006

Vice President, Federal Regulatory  
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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.8 Commitment Periods (Cont'd)

(F) Time In-Service Credit (Cont'd)

<u>Time In-Service for TPP</u>	<u>CDP Term</u>	<u>Time In-Service Credit for CDP</u>
24 months	2 Years or Longer	3 months credit
25 to 36 months	3 Years or Longer	6 months credit
37 to 60 months	5 Years or Longer	12 months credit
61 months or greater	7 Years or Longer	18 months credit

(G) Nonrecurring Charges

When service is newly installed under a CDP, the channel termination nonrecurring charge that applies is \$1.00, which applies in lieu of any applicable nonrecurring charge specified in Section 6.8 for Switched Access, Section 7.5.16 for Special Access, or Section 7.5.21(C) for IEF.

(H) Renewal Option

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

(N)  
 |  
 (N)

Certain material previously found on this page can now be found on 2nd Revised Page 25-25.5.

(Issued under Transmittal No. 700)

Issued: April 25, 2006

Effective: May 10, 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)25.1.8 Commitment Periods (Cont'd)(H) Renewal Option (Cont'd)

(N)

(3) Eligibility (Cont'd)(a) Customer with a Currently Expiring CDP

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)(1)(a) preceding), including customers in a coterminous plan (pursuant to 25.1.11 following) with actual time spent on plan under this tariff equal to the full commitment period; or
- (B) An extension of a commitment period (pursuant to 25.1.8(D)(2) or (3) 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 May 10, 2006 with a 5-year or 7-year commitment period (pursuant to 25.1.11 following), but with less time spent on the plan than the actual commitment period due to the election of the coterminous option; and

## (ii) The customer chooses to establish a new CDP 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)(2) or (3) 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 CDP for a new commitment period of at least 5 years.

(N)

(Issued under Transmittal No. 700)

Issued: April 25, 2006

Effective: May 10, 2006

Vice President, Federal Regulatory  
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## ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.8 Commitment Periods (Cont'd)(H) Renewal Option (Cont'd)

(N)

(3) Eligibility (Cont'd)(a) Customer with a Currently Expiring CDP (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 renew such CDP 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 CDP for a new commitment period of at least 5 years.

(b) Customer Renewed CDP 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 May 10, 2005 and May 10, 2006:

- (A) A full 5-year or 7-year commitment period (pursuant to 25.1.8(C)(1)(a) preceding); or  
(B) An extension of a commitment period (pursuant to 25.1.8(D)(2) or (3) 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)(1) and during the period between May 10, 2005 and May 10, 2006, the customer established a renewed CDP 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).

(N)

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(Issued under Transmittal No. 700)

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Effective: May 10, 2006

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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.8 Commitment Periods (Cont'd)

(H) Renewal Option (Cont'd)

(N)

(3) Eligibility (Cont'd)

(b) Customer Renewed CDP Within the Last 12 Months (Cont'd)

(ii) (Cont'd)

(A) If a customer completed an extension of a commitment period pursuant to 25.1.8(D)(2) or (3) with at least 5 years actually spent on the plan, the commitment period of the renewed CDP 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 CDP 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 have renewed such CDP 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 CDP for a new commitment period of at least 5 years.

(iii) Customer must elect Renewal Option no later than July 10, 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 25.1.8(H)(3)(a)(i) or 25.1.8(H)(3)(b)(i)	Renewed (i.e., new) CDP Term	Renewal Option Period
5 years	5 or 7 Years	24 months
7 years	7 Years	24 months

(N)

(Issued under Transmittal No. 700)

Issued: April 25, 2006

Effective: May 10, 2006

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.8 Commitment Periods (Cont'd)(H) 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 CDP 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 25.1.9 following will not apply after month sixty (60) if the customer cancels or terminates the CDP 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 CDP is cancelled or terminated during the Renewal Option Period, a final true-up will be conducted pursuant to Section 25.1.7 preceding in order to determine any applicable shortfall adjustments. The shortfall will be calculated as specified in 25.1.7(B), on a pro-rated basis, for the number of months elapsed since last true up. No charge ups applicable under 25.1.7(D) will be assessed as a result of the final true-up.
- (d) If a CDP 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 CDP, renews CDP 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 CDP without termination liability. After such termination, the customer may renew such CDP for another 7-year commitment period and be eligible for the Renewal Option on the renewed CDP.

- (5) Except as otherwise specified in this 25.1.8(H), all terms and conditions of CDP, including establishing an initial minimum commitment period set forth in 25.1.3(A) preceding and the bi-annual true-up process set forth in 25.1.7 preceding, will apply to the new CDP commitment period during the entire time that such CDP is maintained (i.e., even during the Renewal Option Period).

(N)

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(Issued under Transmittal No. 700)

Issued: April 25, 2006

Effective: May 10, 2006

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## ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.9 Termination Liability

- (A) Termination liability applies to all services included in the CDP (1) when one or more service types in the CDP are disconnected, cancelled, or terminated prior to the end of the customer selected commitment period for each such service type, unless such cancellation is associated with the extension of a commitment period as set forth in 25.1.8(D)(1) preceding; or (2) when all services in the CDP are disconnected, cancelled, or terminated prior to the end of the customer selected commitment period. The only exception to the foregoing shall be termination by customer in accordance with 25.1.6(C) preceding for which the customer shall not be charged termination liability in accordance with this section for the specific service type terminated. If the customer terminates another service type not subject to 25.1.6(C) preceding, then the customer shall be subject to termination liability for the other service types in accordance with this section.
- (B) The termination liability charge applies in addition to any applicable minimum period charges as set forth in 25.1.10 following.
- (C) There are two methods (i.e., Option 1 or Option 2) of determining and calculating the termination liability charge, except for IEF services for which termination liability charges shall be calculated using Option 1 only. The Telephone Company will calculate the charge using both methods, and apply the method that produces the lesser termination liability charge.

(M)

(M)

Certain material on this page formerly appeared on 2nd Revised Page 25-25.

(Issued under Transmittal No. 700)

Issued: April 25, 2006

Effective: May 10, 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)25.1.9 Termination Liability (Cont'd)

(C) (Cont'd)

(1) Option 1 Termination Liability Charge Method and Calculation

(a) Under Option 1, the termination liability charge is fifty percent (50%) of the applicable monthly rates for each month or fraction thereof remaining in the selected commitment period, less any TISC or Renewal Option which may be applicable. The termination liability charge applies in addition to the charge associated with satisfying the minimum period requirement as set forth in 25.1.10 following. (C)

(b) 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 Channel Terminations in service since the last true-up was performed and the total dollar amount for each service type since the last true-up was performed.

(Step 2) Using the data from Step 1, the Telephone Company will calculate an average rate per equivalent DS0 by dividing the total dollar amount from Step 1 by the DS0 channel terminations, each as calculated in accordance with Step 1 above.

(Step 3) The Telephone Company will multiply the following:  
(A) the average rate per equivalent DS0 from Step 2 times (B) 50 percent (50%) times (C) the number of equivalent DS0s which comprise minimum commitment times (D) the number of months from the end of the minimum period requirement to the end of the commitment period, less any TISC or Renewal Option which may be applicable. (C)

For example, assume the average rate per equivalent DS0 is \$1, the number of DS0s which comprise the minimum commitment is 10,000, and the number of months from the end of the minimum period requirement to the end of the five (5) year commitment period, less any TISC or Renewal Option which may be applicable, is two (2) years. The calculation would be as follows: (C)

(((\$1 times 50%) times 10,000 DS0 equivalents) times 24 months = \$120,000)

(c) The amount due from the customer is not subject to any late payment factor as specified in Section 2.4.1 preceding. However, a late payment factor will apply in accordance with Section 2.4.1 preceding if such amount is not paid by the bill due date of the month in which such amount first appears on the bill.

(Issued under Transmittal No. 700)

Issued: April 25, 2006

Effective: May 10, 2006

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