

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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23. Pricing Flexibility Contract Offerings

(N)

23.10 Contract Offer No. 10 - Dedicated SONET Ring Service Offer23.10.1 General Description

Dedicated SONET Ring Service Offer (Contract Offer No. 10) is an access service discount pricing plan that permits Customers that meet the Eligibility Criteria in Section 23.10.3, and the Terms and Conditions in Section 23.10.4, to purchase Subject Services listed in Section 23.10.2 at the discounted rates provided in Section 23.10.5. Subject Services provided under Contract Offer No. 10 are available only in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as (MSAs) listed in Section 23.10.3(B).

Contract Offer No. 10 is available for subscription from August 11, 2006 through September 11, 2006. This Contract Offer is not renewable.

23.10.2 Subject Services

(A) Contract Offer No. 10 applies to the following pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No 1, Section 26 - Dedicated SONET Ring Service (DSRS).

(B) All Terms and Conditions for the Subject Services listed above are governed by their respective tariff sections, except as noted herein.

23.10.3 Eligibility Criteria

The following eligibility criteria must be met to receive the Contract Offer No. 10 discounted rates:

(A) Subject Services must be pricing flexibility qualified access services listed in Section 23.10.2(A);

(B) Subject Services must be located in the following Pricing Flexibility MSA: Reno, NV; and

(C) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(N)

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23. Pricing Flexibility Contract Offerings (Cont'd)

(N)

23.10 Contract Offer No. 10 - Dedicated SNET Ring Service Offer (Cont'd)23.10.4 Terms and Conditions(A) Term Period

The contract term (Term Period) shall be five (5) years commencing on the date billing begins. Billing shall begin no later than thirty (30) days after the Telephone Company's installation of the Subject Services provided under this Contract Offer. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment plan options described in NBTC Tariff F.C.C. No. 1, Section 26, for DSRS. If, at the expiration of the Term Period, the Customer does not choose to disconnect or to select one of those payment plan options, the Telephone Company shall convert the Subject Services to the prevailing monthly extension tariff rates as described in Section 22.5.2.12.

(B) Rate stability under Contract Offer No. 10 shall apply only to the rates specific to this Contract Offer, as provided in Rate Table A of Section 23.10.5. Subject Services are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options, and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in this Contract Offer. Subject Services are also subject to general terms and conditions of NBTC F.C.C. Tariff No. 1, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

(C) In order to subscribe to this Contract Offer, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(D) If, after five (5) days from the date the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges, which are the documented actual costs incurred by the Telephone Company directly related to the cancelled service up to the date of cancellation.

(N)

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23. Pricing Flexibility Contract Offerings (Cont'd)

(N)

23.10 Contract Offer No. 10 - Dedicated SONET Ring Service Offer (Cont'd)23.10.4 Terms and Conditions (Cont'd)

- (E) If the Customer terminates an individual Subject Service provided under this Contract Offer and/or terminates this Contract Offer in its entirety during the Term Period, termination liability charges will apply in accordance with Section 23.10.8.
- (F) Any additional service, features or functions not listed in Section 23.10.5 of this Contract Offer must be requested by the Customer, and will be provided by the Telephone Company according to Section 22 - Metropolitan Statistical Area Access Services.
- (G) The Customer must order one (1) new three (3) node OC-48 DSRS within thirty (30) days of contract subscription. During the Term Period, the Customer may order additional nodes to be added to the Subject Service at the prices pursuant to this Contract Offer.

23.10.5 Rates and Charges(A) New OC-48 Dedicated Ring Service Rates and Charges:

The Customer shall pay the following Monthly Recurring Charge (MRC) for the new OC-48 DSRS, as described in Table A, below.

Table A

OC-48 DSRS Rate Elements	USOC	Rate
Customer Premises Node, Per Node	FP5EX	\$3,430.00
Central Office Node, Per Node	FC5EX	\$2,800.00
OC-48 Add/Drop Capability, Per Node	MPEFX	\$ 980.00
OC12/OC12c Port, Per Port	SPRHX	\$ 252.00
OC3/OC3c Port, Per Port	SPRJX	\$ 94.50
DS3 Port, Per Port	SPRKX	\$ 77.00
OC-48 Mileage, Per Mile	1YAZX	\$ 154.00
OC-48 Regenerator, Per Regenerator	RGY	\$1,834.00

Prevailing tariff Non-Recurring Charges (NRCs) as described in Sections 22 and 26 for OC-48 DSRS shall apply.

If a node is added to the OC-48 DSRS, prior to the last twelve (12) months of the Term Period, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the node MRC for a minimum period of twelve (12) months.

(N)

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23. Pricing Flexibility Contract Offerings (Cont'd)

(N)

23.10 Contract Offer No. 10 - Dedicated SONET Ring Service Offer (Cont'd)23.10.6 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to NBTC Tariff F.C.C. No. 1, Section 2.1.2, the Telephone Company will acknowledge such transfer or assignment if the criteria in NBTC Tariff F.C.C. No. 1, Section 2.1.2, are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

- (A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission; or

If any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

- (B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated:

- (1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or
- (2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(N)

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23. Pricing Flexibility Contract Offerings (Cont'd)

(N)

23.10 Contract Offer No. 10 - Dedicated SONET Ring Service Offer (Cont'd)23.10.7 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all of its stock or assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company (the foregoing generally referred to herein as a merger or acquisition). Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services as provided for in this Contract Offer will continue to be maintained at the same volume, rates, Terms and Conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

23.10.8 Termination Liability

Termination liability shall apply as provided herein, in lieu of termination liability as provided in NBTC Tariff F.C.C. No 1, Section 26. Termination charges shall become due as of the effective date of the termination and are payable within thirty (30) days after the billing invoice date.

Termination liability charge applies if the Customer terminates an individual Subject Service provided under this Contract Offer, terminates this Contract Offer in its entirety or if the Customer materially breaches this Contract Offer. The Customer shall be liable for a termination charge which shall be equal to 50 percent of the MRC for the Subject Service for the balance of the Term Period.

The termination charge shall be calculated as (MRC multiplied by (months remaining in Service Term) multiplied by termination liability percentage of 50 percent).

Example: The MRC for the Subject Service equals \$10,000 and the Subject Service is terminated after thirty-six (36) months, with twenty-four (24) months remaining in the Term Period. The termination charge would be:

$(\$10,000 \times 24) \times 50\% = \$120,000$ Termination Charge

Upon termination of this Contract Offer, all Subject Services then remaining in service will be converted to the prevailing monthly extension tariff rates applicable to the Subject Services as described in NBTC Tariff F.C.C. No. 1, Section 22.

(N)

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