

1. MONTHLY EXCHANGE SERVICES

Telephone Exchange Service is the furnishing of facilities necessary for communicating within specified exchange areas. Service is comprised of three components - network access line, central office termination and usage. There are two classes of service, Non-Residence and Residence. Except where otherwise provided the monthly rates in this paragraph 1 cover the access line and central office termination for the types and classes of exchange service listed.

A list of exchanges and network access areas appears in Part 4, Section 1 of P.U.C.O. Tariff No. 20.

A. Network Access Lines

Monthly rates for network access lines are determined by class of service and by access area. The customer's normal serving central office determines the applicable access area rate. The access areas, by exchange, are shown in Part 4, Section 1 of P.U.C.O. Tariff No. 20.

Central Office Termination

Furnishes dial tone along with a termination for the network access line to the serving central office for the placing and receiving of calls.

Basic Local Exchange Service (BLES)

Residential-end-user access to and usage of telephone-company-provided services over a single line or small-business-end-user access to and usage of telephone-company-provided services over the primary access line of service, which in the case of residential and small-business access and usage is not part of a bundle or package of services, that does both of the following:

Enables a customer to originate or receive voice communications within a local service area as that area existed on September 13, 2010, the effective date of S.B. 162 of the 128th general assembly;

Consists of all of the following services:

Local dial tone service;

For residential end users, flat-rate telephone exchange service;

Touch tone dialing service;

Access to and usage of 9-1-1 services, where such services are available;

Access to operator services and directory assistance;

Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings;

Per call, caller identification blocking services;

Access to telecommunications relay service; and

Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

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1. MONTHLY EXCHANGE SERVICES (cont'd)

A. Network Access Lines (cont'd)

1. Rates and Charges

<u>Description</u>	<u>Access Area</u>	<u>Monthly Rate</u>	
		<u>Network Access Line</u>	<u>Central Office Termination</u>
Residence Non-BLES Access Lines	B	\$29.40 (I)	\$2.30
	C	29.40	2.30
	D	29.40 (I)	2.30
Residence PBX Trunks Without Touch-Tone	B	15.95	6.00
	C	17.70	6.00
	D	17.70	6.00
With Touch-Tone	B	15.95	6.00
	C	17.95	6.00
	D	20.45	6.00

1. MONTHLY EXCHANGE SERVICES (cont'd)

A. Network Access Lines (cont'd)

1. Rates and Charges (cont'd)

<u>Description</u>	<u>Access Area</u>	<u>Monthly Rate</u>	
		<u>Network Access Line</u>	<u>Central Office Termination</u>
Non-Residence Non-BLES Access Lines			
- Non-Rotary With Touch-Tone	B	\$75.20 (I)	\$2.30
	C	75.20 (I)	2.30
	D	75.20 (I)	2.30
- Rotary With Touch-Tone	B	75.20 (I)	6.00
	C	75.20 (I)	6.00
	D	75.20 (I)	6.00
Non-Residence			
- PBX Trunks With Touch-Tone	B	75.20 (I)	6.00
	C	75.20 (I)	6.00
	D	75.20 (I)	6.00
- Centrex Access Line With Touch-Tone ^{/1/} /CPXHX/	B	15.95	5.35
	C	17.95	5.35
	D	20.45	5.35

/1/ Eff. 7-1-02, Centrex station customers will be billed \$5.35 per PBX trunk equivalent for the monthly Central Office termination charge.

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1. MONTHLY EXCHANGE SERVICES (cont'd)

A. Network Access Lines (cont'd)

1. Rates and Charges (cont'd)

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/1/ Material now appears on Sheet 3.

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1. MONTHLY EXCHANGE SERVICES (cont'd)

A. Network Access Lines (cont'd)

1. Rates and Charges (cont'd)

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/1/ Material now appears on Sheet 3.

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1. MONTHLY EXCHANGE SERVICES (cont'd)

A. Network Access Lines (cont'd)

1. Rates and Charges (cont'd)

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1. MONTHLY EXCHANGE SERVICES (cont'd)

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1. MONTHLY EXCHANGE SERVICES (cont'd)

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1. MONTHLY EXCHANGE SERVICES (cont'd)

B. Non-Residence, Non-Centrex Network Access Line Quantity Discounts

With a minimum commitment of 36 months, quantity discounts are available based upon the volume of non-residence, non-Centrex network access lines required by a customer at a single location.

In the event that a customer terminates any or all the service during the commitment period, the customer will remain liable for the remaining charges adjusted to their net present worth equivalent using the applicable interest rate. These charges will become due and payable in their entirety immediately upon such termination.

<u>Description</u>	<u>A</u>	<u>Monthly Rate per Network Access Line</u>		
		<u>Access Area</u>		
		<u>B</u>	<u>C</u>	<u>D</u>
Access Line-Quantities ^{/1/}				
48 - 95	For	\$15.15	\$16.95	\$19.25
96 - 199	Future	14.35	15.95	18.05
200 - 293	Use	13.55	14.95	16.85
294 - 387		12.75	13.95	15.65
388 - 579		11.95	12.95	14.45
580 - above		11.80	11.95	13.25

In addition to the above rates, end user access line charges as filed in Ameritech Operating Companies Tariff F.C.C. No. 2 are applicable.

/1/ Access Line Quantity discounts do not apply for Centrex Service.

1. MONTHLY EXCHANGE SERVICES (cont'd)**C. Local Exchange Usage**

There are three types of local exchange usage: measured, message and flat.^{/1/} Measured Rate and Message Rate Services are available to non-residence customers. Flat Rate Service is available to residence customers. (C)

1. Non-Residence Non-BLES Measured Rate Service^{/1/}

Non-Residence measured rate local usage charges consist of per-minute usage charges based upon four measured elements, i.e., the total number of outgoing local messages, the distance and the duration of each local message and the time of day each local message is originated, subject to the following:

a. Distance

The charges for local messages vary based on the airline distance (i.e., rate mileage) between the rate centers of the central offices serving the calling and called stations, determined in the same manner as message toll rate distances.

b. Duration

- (1) A charge applies for the initial minute, or fraction thereof, and for each additional minute, or fraction thereof.
- (2) A local message is considered as starting at the time telephone communication is established between the calling station and the called telephone number.
- (3) Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by the automatic timing equipment in the telephone network.
- (4) Chargeable time does not include time lost because of faults or defects in the service.

/1/ Measured Rate, Minute Rate and Message Rate Services are withdrawn for residence customers effective February 15, 2015. (C)
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1. MONTHLY EXCHANGE SERVICES (cont'd)

C. Local Exchange Usage (cont'd)

1. Non-Residence Non-BLES Measured Rate Service^{/1/} (cont'd)

c. Time of day

- (1) Discounts apply to the total charges for local messages during certain time periods as outlined below:

Time Periods

No discount	8:00 AM to 9:00 PM* - Monday through Friday
50% discount	9:00 PM to 8:00 AM* - Monday through Friday (All day Saturday, Sunday and Holidays)

* To, but not including.

- (2) The holidays on which a 50% discount applies are Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day and Labor Day, or on resulting legal holidays when Christmas, New Year's or Independence Day legal holidays fall on dates other than December 25, January 1 or July 4 respectively.
- (3) In cases where a local message begins in one time period and ends in another, the charges in effect at the time the message starts apply to the entire message.
- d. The per-minute charges for local message usage are based on summary billing for such usage by mileage step, initial period calls and total additional minutes of usage per mileage step. The charges will also be separated by time period. Special billing of local message charges requiring the assistance of a Company operator will not be provided.

/1/ Measured Rate, Minute Rate and Message Rate Services are withdrawn for residence customers effective February 15, 2015.

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1. MONTHLY EXCHANGE SERVICES (cont'd)

C. Local Exchange Usage (cont'd)

1. Non-Residence Non-BLES Measured Rate Services^{/1/} (cont'd)

e. Per-Minute Local Message Charge Schedule

<u>Rate Mileage</u>	<u>Initial Minute or Fraction thereof</u>	<u>Additional Minute or Fraction thereof</u>
Non-Residence Non-BLES Access Lines		
0 - 10	.0353	.0088
11 - 22	.0397	.0132
23 and over	.0442	.0177

/1/ Measured Rate, Minute Rate and Message Rate Services are withdrawn for residence customers effective February 15, 2015.

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1. MONTHLY EXCHANGE SERVICES (cont'd)

C. Local Exchange Usage (cont'd)

2. Local Calling Plus

When ordered by the Public Utilities Commission of Ohio between specific exchanges, all rules and regulations for local message charges for Measured Rate Service specified in 1.C.1.a. through d., preceding, are applicable to Local Calling Plus. However, Measured Rate Service is not required to take advantage of Local Calling Plus. It is available to all measured rate, message rate non-residence customers and flat rate service residence customers. (C)
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- a. Local Calling Plus Charge Schedule for Residence and Non-Residence Non-BLES Access Lines.

<u>Rate Mileage</u>	<u>Initial Minute or Fraction thereof</u>	<u>Additional Minute or Fraction thereof</u>
0-10	\$.0406	\$.0104
11-22	.0406	.0104
23 and over	.0406	.0104

- b. Availability

Local Calling Plus is provided in the following exchanges:

<u>Exchange in Which Service is Offered</u>	<u>Exchange(s) Which Can Be Called</u>
Columbiana Salem	Salem Columbiana
Columbus London	London Columbus
Beallsville Barnesville	Barnesville Beallsville

1. MONTHLY EXCHANGE SERVICES (cont'd)

C. Local Exchange Usage (cont'd)

- 2. Local Calling Plus (cont'd) (D)
- b. Availability (cont'd) (C)

Local Calling Plus is provided in the following exchanges:

<u>Exchange in Which Service is Offered</u>	<u>Exchange(s) Which Can be Called</u>
Alliance Canton	Canton Alliance
Marlboro Canton	Canton Marlboro
Marlboro Hartville	Hartville Marlboro
East Palestine Columbiana	Columbiana East Palestine
East Palestine Lisbon	Lisbon East Palestine
East Palestine Salem	Salem East Palestine
Niles Youngstown	Youngstown Niles
Niles North Jackson	North Jackson Niles
Thornville	Newark
Sharon	Hubbard
Sharon	Warren

1. MONTHLY EXCHANGE SERVICES (cont'd)

C. Local Exchange Usage (cont'd)

- 2. Local Calling Plus (cont'd) (D)
(C)
- b. Availability (cont'd) (C)

Local Calling Plus is provided in the following exchanges:

<u>Exchange in Which Service is Offered</u>	<u>Exchange(s) Which Can be Called</u>
Fletcher-Lena	Troy
Nelsonville	Athens
Lisbon New Waterford	New Waterford Lisbon
North Lima New Waterford	New Waterford North Lima
Youngstown New Waterford	New Waterford Youngstown
Belpre Marietta	Marietta Belpre
New Lexington Zanesville	Zanesville New Lexington
Uniontown Hartville	Hartville Uniontown
Rootstown Akron	Akron Rootstown
Carroll Columbus	Columbus Carroll
Leroy Mentor	Mentor Leroy
Leroy Willoughby	Willoughby Leroy
Leroy Cleveland	Cleveland Leroy

1. MONTHLY EXCHANGE SERVICES (cont'd)

C. Local Exchange Usage (cont'd)

2. Local Calling Plus (cont'd)

(D)
(C)

b. Availability (cont'd)

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Local Calling Plus is provided in the following exchanges:

<u>Exchange in Which Service is Offered</u>	<u>Exchange(s) Which Can be Called</u>
Canal Fulton	Akron
Canal Fulton	Canton
Findlay	North Baltimore
Alliance	Damascus
Toledo	Luckey
Xenia	Port William
Dayton	Laura
Fremont	Clyde
Shawnee	Logan
Leetonia Youngstown	Youngstown Leetonia
Girard	Warren
Columbus	Baltimore
Reynoldsburg	Baltimore
Ironton	Chesapeake
Tiffin	Attica
Burton	Chardon

1. MONTHLY EXCHANGE SERVICES (Cont'd)

C. Local Exchange Usage (cont'd)

- 2. Local Calling Plus (cont'd) (D)
- b. Availability (Cont'd) (C)

Local Calling Plus is provided in the following exchanges:

<u>Exchange in Which Service is Offered</u>	<u>Exchange(s) Which Can be Called</u>
Glenford	Newark
East Palestine Youngstown	Youngstown East Palestine
Marietta	Bartlett
Piqua	Troy
Yellow Springs-Clifton Springfield	Springfield Yellow Springs-Clifton
Toledo	Haskins-Tontogany
Cleveland	Valley City
Canton	Mineral City
Magnolia-Waynesburg Magnolia-Waynesburg Canfield Salem	Mineral City North Canton Salem Canfield
Youngstown North Canton Salem	Salem Magnolia-Waynesburg Youngstown
Steubenville	Bergholz
Akron	Richfield

1. MONTHLY EXCHANGE SERVICES (cont'd)

C. Local Exchange Usage (cont'd)

- 2. Local Calling Plus (cont'd) (D)
- b. Availability (cont'd) (C)

Local Calling Plus is provided in the following exchanges:

<u>Exchange in Which Service is Offered</u>	<u>Exchange(s) Which Can be Called</u>
Canton	Dellroy
Columbus	Delaware
Dublin	Delaware
Westerville	Delaware
Worthington	Delaware
Painesville	Madison
Vandalia	Tipp City
Columbus	Johnstown
Gahanna	Johnstown
New Albany	Johnstown
Westerville	Johnstown
Newcomerstown	Cambridge
Franklin	Miamisburg-West Carrollton
Miamisburg-West Carrollton	Franklin
Atwater	Ravenna
Ravenna	Atwater

1. MONTHLY EXCHANGE SERVICES (cont'd)

C. Local Exchange Usage (cont'd)

- 2. Local Calling Plus (cont'd) (D)
- b. Availability (cont'd) (C)

Local Calling Plus is provided in the following exchanges:

<u>Exchange in Which Service is Offered</u>	<u>Exchange(s) Which Can be Called</u>
Atwater Akron	Akron Atwater
Sharon Youngstown	Youngstown Sharon
Berea	North Eaton
Cleveland	North Eaton
Olmsted Falls	North Eaton
Trinity	North Eaton
Berea	Elyria
Cleveland	Elyria
Olmsted Falls	Elyria
Trinity	Elyria
Clarington	Powhatan Point
Rainsboro	Greenfield
Nelsonville	Logan
Cleveland	Newbury
Kent	Hiram
Ravenna	Hiram
Cheshire	Pomeroy

1. MONTHLY EXCHANGE SERVICES (cont'd)

C. Local Exchange Usage (cont'd)

- 2. Local Calling Plus (cont'd) (D)
- b. Availability (cont'd) (C)

Local Calling Plus is provided in the following exchanges:

<u>Exchange in Which Service is Offered</u>	<u>Exchange(s) Which Can be Called</u>
Steubenville	Hopedale
Jamestown Dayton	Dayton Jamestown
Jamestown Beavercreek	Beavercreek Jamestown
Akron North Canton	North Canton Akron
Murray City	Glouster
Roseville	Crooksville
North Canton Greensburg	Greensburg North Canton
Winchester	Sardinia
Winchester	West Union
Dayton	Gratis
Miamisburg-West Carrollton	Gratis
Nelsonville	New Marshfield
Salineville East Liverpool	East Liverpool Salineville
Canton	Canal Fulton

1. MONTHLY EXCHANGE SERVICES (cont'd)

C. Local Exchange Usage (cont'd)

2. Local Calling Plus (cont'd)

(D)
(C)

b. Availability (cont'd)

(C)

Local Calling Plus is provided in the following exchanges:

<u>Exchange in Which Service is Offered</u>	<u>Exchange(s) Which Can be Called</u>
Akron Ravenna	Ravenna Akron
Bloomington	Mt. Sterling
Columbus	Mt. Sterling
Grove City	Mt. Sterling
Harrisburg	Mt. Sterling
Piqua	Bradford
Cleveland	Grafton
Dayton Middletown	Middletown Dayton
Hubbard	Sharon
Hubbard	Warren
Youngstown	Warren
Dayton	Troy
Vandalia	Troy
Franklin	Germantown
Cleveland	Perry
Mentor	Perry
Willoughby	Perry

1. MONTHLY EXCHANGE SERVICES (cont'd)

C. Local Exchange Usage (cont'd)

- 2. Local Calling Plus (cont'd) (D)
- b. Availability (cont'd) (C)

Local Calling Plus is provided in the following exchanges:

<u>Exchange in Which Service is Offered</u>	<u>Exchange(s) Which Can be Called</u>
Cleveland	Montville
Nelsonville	The Plains
Marietta	Dexter City
Fostoria	Bloomdale
Findlay	Bloomdale
Kent Atwater	Atwater Kent
Uniontown North Canton	North Canton Uniontown
Canton	Carrollton
Hillsboro	Sinking Spring
Hillsboro	Leesburg
Holland	Delta
Toledo	Delta
Burton Cleveland	Cleveland Burton
Burton Chagrin Falls	Chagrin Falls Burton
Burton Terrace	Terrace Burton
Columbus	Granville

1. MONTHLY EXCHANGE SERVICES (cont'd)

C. Local Exchange Usage (cont'd)

- 2. Local Calling Plus (cont'd) (D)
- b. Availability (cont'd) (C)

Local Calling Plus is provided in the following exchanges:

<u>Exchange in Which Service is Offered</u>	<u>Exchange(s) Which Can be Called</u>
Dayton	Lewisburg
Youngstown	Cortland
Niles	Cortland
Cleveland	East Claridon
Chesterland	East Claridon
Gates Mills	East Claridon
Hillcrest	East Claridon
Guyan	Chesapeake
Ripley	Higginsport
Sandusky	Milan
Cleveland	Avon Lake
Trinity	Avon Lake
Painesville	Montville
Springfield	Urbana
Painesville	Chardon
Upper Sandusky	Sycamore
Upper Sandusky	McCutchenville
Sharon	Hartford

1. MONTHLY EXCHANGE SERVICES (cont'd)

C. Local Exchange Usage (cont'd)

- 2. Local Calling Plus (cont'd) (D)
- b. Availability (cont'd) (C)

Local Calling Plus is provided in the following exchanges:

<u>Exchange in Which Service is Offered</u>	<u>Exchange(s) Which Can be Called</u>
Tiffin	Sycamore
Tiffin	McCutchenville
Steubenville	Dillonvale-Mt. Pleasant
Steubenville	Tiltonsville
Westerville	Kilbourne
Worthington	Kilbourne
Canton	Beach City
Belpre	Barlow
Canton	Brewster
North Royalton	North Eaton
North Royalton	Elyria
Strongsville	North Eaton
Strongsville	Elyria
Victory	North Eaton
Victory	Elyria

1. MONTHLY EXCHANGE SERVICES (cont'd)

C. Local Exchange Usage (cont'd)

- 2. Local Calling Plus (cont'd) (D)
- b. Availability (cont'd) (C)

Local Calling Plus is provided in the following exchanges:

<u>Exchange in Which Service is Offered</u>	<u>Exchange(s) Which Can be Called</u>
South Vienna	Catawba
Columbus	Alexandria
Reynoldsburg	Alexandria
Arabia	Chesapeake
Dayton	West Alexandria
North Jackson	Lake Milton
Beavercreek Cedarville	Cedarville Beavercreek
Dayton Cedarville	Cedarville Dayton
Springfield Cedarville	Cedarville Springfield
New Waterford Salem	Salem New Waterford
Trenton Dayton	Dayton Trenton
Perrysburg	Woodville Haskins - Tontogany

1. MONTHLY EXCHANGE SERVICES (cont'd)

C. Local Exchange Usage (cont'd)

3. Non-Residence Non-BLES Message Rate Service^{/1/}

Non-Residence message rate local usage charges consist of a fixed monthly rate for usage packages which includes a monthly local usage allowance in the monthly rate. Each local call is charged on a message unit basis and an additional charge is made for local messages in excess of the allowance. The allowance, if not used during one month, is not credited to the customer's account for any other month that service is provided.

a. Rates and Charges

<u>Description</u>	<u>Usage Package</u> <u>Monthly Rate</u>
Non-Residence	
Non-BLES Access Lines	\$ 6.15
Non-Residence PBX Trunks	10.00

/1/ Measured Rate, Minute Rate and Message Rate Services are withdrawn for residence customers effective February 15, 2015. (C)
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(D)

1. MONTHLY EXCHANGE SERVICES (cont'd)

C. Local Exchange Usage (cont'd)

3. Non-Residence Non-BLES Message Rate Service^{/1/} (cont'd)

a. Rates and Charges (cont'd)

(1) Local Message Allowances and Charges

The monthly rates for usage packages associated with message rate services include the number of local messages specified below:

(a) All non-residence, per usage package 73

(b) The current charge per additional local message is \$.08

The maximum charge per additional local message is .08

(c) "Schools" as used herein is limited to those institutions, which are chartered by the State Board of Education pursuant to Section 3301.16, Revised Code.^{/2/}

The allowances and charges for message rate services apply to schools, except, that no charges will apply for total local messages in excess of the usage package for the following, each month:

Non-Residence Non-Rotary and Rotary	190
Non-Residence PBX Trunk	415
Centrex stations, each	55

The above exception applies only where the local exchange service is used by schools for administrative purposes and where all telephones associated with such local exchange service are located in areas not accessible to the general public.

/1/ Measured Rate, Minute Rate and Message Rate Services are withdrawn for residence customers effective February 15, 2015. (C)
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/2/ This provision is not applicable to non-residence service used for customer-owned, coin-operated telephones, either located on school property, or owned, leased, rented, operated or controlled by a school board or other educational institution. (D)

1. MONTHLY EXCHANGE SERVICES (cont'd)

C. Local Exchange Usage (cont'd)

- 3. Non-Residence Non-BLES Message Rate Service^{/1/} (cont'd)
 - a. Rates and Charges (cont'd)
 - (1) Local Message Allowances and Charges (cont'd)
 - (d) Unless otherwise requested by the customer, where two or more message rate services of the same class and grade are furnished to a customer from the same central office at given premises, the local message allowance for the service involved is combined and the total usage of all lines applied against this combined allowance.
 - (e) When two message rate individual services, not of the same class, are furnished to a customer as Combination Main Station Service, the local message allowance for the two services involved must be combined if the central office serving such services does not permit positive identification of the call station.

/1/ Measured Rate, Minute Rate and Message Rate Services are withdrawn for residence customers effective February 15, 2015. (C)
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1. MONTHLY EXCHANGE SERVICES (cont'd)

C. Local Exchange Usage (cont'd)

4. Residence Flat Rate Non-BLES Service

Residence flat rate local usage charges consist of a usage package that includes an unlimited number of local messages.

a. Rates and Charges

<u>Description</u>	<u>Usage Package Monthly Rate</u>
Residence PBX Trunk	\$8.95
Residence Non-BLES Access Lines	\$7.55

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1. MONTHLY EXCHANGE SERVICES (cont'd)**D. ISDN Local Calling Value Plan**

1. Description

The ISDN Local Calling Value Plan (ILCVP) is a local usage billing alternative. ILCVP offers ISDN Circuit Switched Service customers an optional discount on local usage generated on specified ISDN Direct Service, Centrex Service with ISDN or ISDN Prime Service "B" Channels.

For a monthly price, ILCVP customers subscribe to a specified quantity of minutes-of-use (MOU), and receive a single per minute rate for voice and/or data "B" Channel usage on those channels comprising an Account Group. Minutes in excess of this quantity are billed at the selected Optional Usage Package (OUP) price. Packet usage is excluded from this plan.

2. Definitions

Account Group

ISDN Direct Service, Centrex Service with ISDN, and ISDN Prime Service "B" Channels that are served by the same Central office, billed to a single billing account number and are identified by the customer under a single ILCVP individual contract.

Commitment Level

A specified quantity of minutes-of-use (MOU) for which the customer subscribes and is billed monthly. The Commitment Level is selected from those offered by the Company and is applicable each month through the duration of the contract.

Commitment Term

Period selected by the Program Subscriber from those offered by the Company over which specified prices are paid. The Commitment Terms are available on a month-to-month basis or under twelve-month contractual agreements.

1. MONTHLY EXCHANGE SERVICES (cont'd)**D. ISDN Local Calling Value Plan (cont'd)**

2. Definitions (cont'd)

Optional Usage Packages (OUP)

Minute of Use quantity levels with corresponding price options, which represent the subscriber's commitment under the plan.

Program Subscriber (Subscriber)

A person or entity who has elected to purchase a specified quantity of local ISDN "B" Channel usage for a specific length of time, through the signing of an ILCVP contract.

3. Terms and Conditions

- a. ILCVP is available to all ISDN Direct Service, Centrex Service with ISDN and ISDN Prime Service "B" Channel customers on a month-to-month or contract basis. Prices are applicable per Account Group, and are distance and time-of-day insensitive.
- b. ILCVP cannot be combined with any other local usage calling plan. The customer's selection of an ILCVP OUP is in lieu of all other Company discounts, including those automatically provided by the Company for this usage.
- c. ISDN "B" Channels to be included in each ILCVP Account Group must be identified for each OUP option selection, at the time of commitment. "B" Channels added to or removed from established Account Groups will not alter the existing ILCVP contract terms.

1. MONTHLY EXCHANGE SERVICES (cont'd)**D. ISDN Local Calling Value Plan (cont'd)**

3. Terms and Conditions (cont'd)
 - d. Minutes of Use in excess of OUP Commitment Level will be billed at the elected OUP per minute price. Minutes in excess are determined by identifying the difference between the Commitment Level MOU quantity and the accumulated monthly minutes of use associated with the ISDN "B" channels identified in the Account Group. Only one OUP may be selected per Account Group.
 - e. ILCVP subscribers may initiate a move to a higher OUP level without penalty by signing a new agreement for an equal or longer Commitment Term. No credit toward the new OUP will be given for that portion of the former OUP which has been utilized.
 - f. The new payment period begins on the first bill date after the request is received.
 - g. Prices are not retroactive.
 - h. ISDN "B" Channel(s) can be relocated (where facilities permit as determined by the Company) anywhere within the same central office serving area without affecting the ILCVP Account Group, within the constraints defined above.
 - i. An OUP must be selected for each ILCVP Account Group established based upon the customer's predetermined estimated monthly voice and/or data usage and the selected Commitment Term.
 - j. In any month where the actual Account Group OUP usage is less than the Commitment Level, the customer will be billed for the full OUP Commitment Level minutes of use.

1. MONTHLY EXCHANGE SERVICES (cont'd)

D. ISDN Local Calling Value Plan (cont'd)

3. Terms and Conditions (cont'd)

- k. Minimum Revenue Guarantee (MRG) is a guarantee by the subscriber to pay for a minimum amount of ILCVP usage (per OUP selected) each month through the duration of the Commitment Term. The MRG is equal to the applicable selected OUP price times the Commitment Level MOU, times the number of months remaining in the Commitment Term.

The MRG applies to each ILCVP Account Group.

Where subscribers have aggregated usage billing (multiple billing accounts on a single bill), the same MRG will apply, individually, to each billing account.

1. MONTHLY EXCHANGE SERVICES (cont'd)

D. ISDN Local Calling Value Plan (cont'd)

4. Prices

The following Optional usage Packages (OUP's) are available to Program Subscribers.

<u>Optional Usage Package</u> ^{/1/}	Commitment Level <u>MOU</u>	<u>Commitment Term</u>	
		<u>Month to Month</u>	<u>12 Month</u>
Option 1	\$ 2,500.00	\$ 28.50	\$ 24.00
Option 2	5,000.00	55.00	46.00
Option 3	7,500.00	81.00	67.50
Option 4	10,000.00	105.00	85.00
Option 5	12,500.00	127.50	102.50

Minutes of use exceeding the quantities included in the above Commitment Level MOU Options will be billed at the following per minute prices:

<u>Optional Usage Package</u> ^{/1/}	Commitment Level <u>MOU</u>	<u>Commitment Term</u>	
		<u>Month to Month</u>	<u>12 Month</u>
Option 1	\$ 2,500.00	\$ 0.0114	\$ 0.0096
Option 2	5,000.00	0.0110	0.0092
Option 3	7,500.00	0.0108	0.0090
Option 4	10,000.00	0.0105	0.0085
Option 5	12,500.00	0.0102	0.0082

/1/ A change charge as specified in Part 3, Section 1 of this Guidebook will apply to each subscriber who requests a change in the Commitment Level and/or Term.

1. MONTHLY EXCHANGE SERVICES (cont'd)

D. ISDN Local Calling Value Plan (cont'd)

4. Prices (cont'd)

a. Termination Charges

If the subscriber terminates an ILCVP contract prior to the expiration of the elected Commitment Term, the subscriber is responsible for payment of the termination charges as shown below:

<u>Commitment Term</u>	<u>Termination Charges</u>
Month-to-Month	Not Applicable
12 Months	6 months of MRG payment or 60% of the remaining amount due, whichever is less

2. APPLICATION OF RESIDENCE AND NON-RESIDENCE RATES**A. Residence Rates**

1. Service is classified and charged for as residence service:
 - a. At all residence locations only where the primary use of the service is of a social or domestic nature, where non-residence use, if any, is solely incidental to the primary social or domestic use, and where a residence type listing is furnished.
 - b. In churches, provided the use of the service is confined to the activities of the particular church subscribing for the service.
 - c. When furnished to dormitories and residence halls of colleges, universities, and other residence schools, and to fraternity and sorority houses, provided such locations are used by students and student members as their residences.
 - d. When furnished at any location as an access to a repeater control and/or autopatch facility of a bonafide amateur radio operator, organization or society duly licensed as a primary station by the Federal Communications Commission as an amateur radio station pursuant to FCC Part 97, Section 5 [47 CFR Section 97.5] or any successor regulation. The Company may request a copy of the amateur radio station license prior to the installation of service.
2. The Company will provide residence trunk lines which terminate in a PBX (or similar) system of a college, university or other residence school (a) used solely by the students or student members described in 1-c, preceding, or (b) used by such college, university or other residence school for residence and administrative purposes, providing the non-residence and residence trunks are physically segregated so that the trunks classified as residence can only be accessed by the students or student members described in 1-c preceding. The Company reserves the right to inspect the premises of the college, university or other residence school to assure compliance with the provisions of this paragraph, in accordance with Ownership and Use of Facilities, set forth in Part 2, Section 2 of this Guidebook and of P.U.C.O. Tariff No. 20.

2. APPLICATION OF RESIDENCE AND NON-RESIDENCE RATES (cont'd)

B. Non-Residence Rates

Service is classified and charged for as non-residence at all non- residence locations, except as otherwise provided in A-1-b preceding; and at any residence locations where the use is not primarily or substantially of a social or domestic nature, except as provided in A-1-b preceding, or where a business type listing is furnished.

- C.** When it is determined that a customer is using residence service in such a manner that is should be classified and charged for as non-residence service under the provisions of A. and B. preceding, the Company will discontinue the service of such customer in the event he refuses to permit his service to be classified as non-residence service and pay the applicable non-residence rates.

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/1/ Material now appears in Part 20, Section 4 on Sheet 94.

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/1/ Material now appears on Original Sheet 53 in Part 20, Section 4 of this Guidebook.

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/1/ Material now appears on Original Sheet 54 in Part 20, Section 4 of this Guidebook.

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/1/ Material now appears on Original Sheet 55 in Part 20, Section 4 of this Guidebook.

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/1/ Material now appears on Original Sheet 56 in Part 20, Section 4 of this Guidebook.

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/1/ Material now appears on Original Sheet 57 in Part 20, Section 4 of this Guidebook.

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/1/ Material now appears on Original Sheet 58 in Part 20, Section 4 of this Guidebook.

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/1/ Material now appears on Original Sheet 59 in Part 20, Section 4 of this Guidebook.

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/1/ Material now appears on Original Sheet 60 in Part 20, Section 4 of this Guidebook.

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/1/ Material now appears on Original Sheet 61 in Part 20, Section 4 of this Guidebook.

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/1/ Material now appears on Original Sheet 62 in Part 20, Section 4 of this Guidebook.

6. COMPLETELINK® 2.0

A. Description

CompleteLink® 2.0 is an optional access and usage volume discount plan that provides business customers monthly discounts on selected eligible business services based on the customer's Minimum Annual Revenue Commitment (MARC). CompleteLink® 2.0 also provides a discounted rate on business local exchange access lines and on local toll calls. CompleteLink® 2.0 requires AT&T Ohio local access and local usage.

B. Definitions

Contributory Services

Those services whose revenue is counted towards achievement of the customer's selected MARC.

Eligible Services

Those services that are eligible for discounts based on achievement of a specified MARC.

Minimum Annual Revenue Commitment (MARC)

The minimum annual revenue commitment that the customer must commit to, per year, in order to receive the volume discount.

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6. COMPLETELINK[®] 2.0 (cont'd)**C. Terms and Conditions (cont'd)**

12. Eligible Win and Winback customers will receive a waiver of normally applicable service order, central office connection and line connection nonrecurring charges (NRC's) associated with local exchange access lines and/or vertical services ordered at the time of the initial subscription to a CompleteLink[®] 2.0 agreement. Standard NRC's will apply to lines and features added after the initial CompleteLink[®] 2.0 order. Win and Winback customers include business customers who have their local exchange access line service with another competitive local exchange carrier within the AT&T Illinois, AT&T Indiana, AT&T Michigan, AT&T Ohio, or AT&T Wisconsin service area and who now wish to establish their local exchange access line service with the Company.
13. Win and Winback business customers who establish service with the Company and subscribe to a CompleteLink[®] 2.0 agreement will receive an accelerated discount that is calculated as a percentage of their agreed upon MARC and will be applied as a credit to their bill. The accelerated discounts will be applied upon subscription to CompleteLink[®] 2.0 and yearly (for terms exceeding one year) thereafter, according to the schedule below. Accelerated discounts are determined based upon win/winback services only and may not be determined based on existing services. When a CompleteLink[®] 2.0 agreement consists of both existing services and win/winback services, the win/winback services will not be eligible to receive any accelerated discounts.

Win and Winback customers who establish a CompleteLink[®] 2.0 agreement and later upgrade to a new term length and/or MARC level, or terminate their CompleteLink[®] 2.0 agreement prior to its expiration date, will forego any accelerated discounts not yet received. Customers who upgrade will retain any accelerated discounts already received and will not receive any yearly accelerated discounts based on their original CompleteLink[®] 2.0 term.

6. **COMPLETELINK[®] 2.0 (cont'd)**

C. Terms and Conditions (cont'd)

13. (cont'd)

	<u>Accelerated Discount Schedule</u>				
	<u>1 Yr Term^{/2/}</u>	<u>2 Yr Term</u>	<u>3 Yr Term^{/3/}</u>	<u>5 Year Term^{/1/}</u>	(C)
Upfront Discount	5%	15%	20%	25%	
1 st Year Accelerated Discount	N/A	10%	10%	10%	
2 nd Year Accelerated Discount	N/A	N/A	5%	5%	
3 rd Year Accelerated Discount	N/A	N/A	N/A	5%	
4 th Year Accelerated Discount	N/A	N/A	N/A	5%	

There is no 5th Year Accelerated Discount.

14. If the customer elects to discontinue the CompleteLink[®] 2.0 plan prior to the expiration of the term agreement, early termination charges as described in *E. Termination Charges and Credit Allowances* below, will apply.

15. Customers will be notified prior to the term expiration date of their CompleteLink[®] 2.0 agreement. Customers may establish new term agreements at the prevailing CompleteLink[®] 2.0 term agreement rates. If a customer does not commit to a new term plan or an alternate plan by the last date of the existing term plan, the customer's CompleteLink[®] 2.0 plan, discounts and rates will terminate and the customer's services will be billed at the prevailing rates.

16. A CompleteLink[®] 2.0 plan is not transferable to, or may not be assumed by, a customer or customers other than the customer of record.

/1/ For new agreements established on or after October 10, 2012, the five year term agreement will no longer be available.

/2/ For agreements established on or after January 1, 2013, the 1 year term agreement will no longer be available.

/3/ For new agreements established on or after October 3, 2013, the three year term agreement will no longer be available. (N)
(N)

6. COMPLETELINK® 2.0 (cont'd)

C. Terms and Conditions (cont'd)

17. MARC volume discounts are limited to the following eligible services:

Business Local Exchange Access Service

Business Trunks

All AT&T Ohio Local Usage Services (Local Calling Plus, Community Calling, Econo Calling Service, except local usage from 'AILCVP' calling plan)^{/1/}

DID Service

DTS-E Service^{/4/}

Centrex

Local service components of Access Advantage Plus

Custom and Advanced Custom Calling Features, excluding Pay Per Use service^{/2/}

(C)

Remote Call Forwarding^{/2/}

Multi-Ring Service^{/2/}

Busy Line Transfer^{/2/}

Alternate Answering^{/2/}

Message Waiting Indication^{/2/}

FeatureLink Service

(D)

Local and state additional charges, taxes and the End-User Common Line Charge are not volume discount eligible.

18. CompleteLink 2.0 Local Exchange Access Lines and Local Usage Rates are billed at the rates listed in D. Prices below, before application of the MARC Volume Discount.^{/3/}

19. The jurisdiction of the main billing telephone number, selected by the customer, will dictate the jurisdiction of the governing tariff or Guidebook for the CompleteLink 2.0 contract.

Note: DS1 and ISDN PRI services will continue to be eligible for MARC Volume Discounts in agreements signed prior to July 28, 2006.

/1/ Additional discounts apply to these services. See D.2.A. and D.2.E under 'Other Applicable Discounts' following in the CompleteLink® 2.0 section of this Guidebook.

/2/ Additional discounts apply to these services. See D.2.B. under 'Other Applicable Discounts' following in the CompleteLink® 2.0 section of this Guidebook.

/3/ Measured rate business access lines are not eligible for the local exchange access line and local usage message service rates listed in D. Prices below.

/4/ Effective June 30, 2016, DTS-E service is Grandfathered. See Part 20, Section 6.

6. COMPLETELINK® 2.0 (cont'd)**C. Terms and Conditions (cont'd)**

20. Save customers ^{/1//2/}, those who have received a competitive offer and are considering switching their business exchange access service to another carrier (proof of competitive offer may be required), as well as Win and Winback customers are also eligible to receive the discounted Local Exchange Access Line Rates and Local Usage Rates as listed in *D. Prices* below, before application of the MARC Volume Discount. (C)
21. Effective October 1, 2009, each business customer (not assumed name) will be limited to a maximum of only one standard agreement (available to all eligible business customers), one save ^{/2/} agreement, and one win/winback agreement at any given time. This limitation applies for each business customer across all states where an AT&T ILEC provides local exchange service and where the CompleteLink 2.0 plan is also available. Agreements established prior to this date will not be affected. (C)

/1/ For new agreements established between July 6, 2010 and October 9, 2012, these rates, with the exception of the rate listed in D.2.E following, are no longer available to Save customers. Existing Save customers will retain these rates until the end of their term.

/2/ Save rates no longer available for new agreements established on or after January 1, 2015. (N)

6. COMPLETELINK® 2.0 (cont'd)

D. Prices

1. Service Elements

A. % MARC Volume Discount on Eligible Services^{/1/}

MARC	MAXIMUM ANNUAL DISCOUNT	1 Year	2 Years	3 Years ^{/5/}	5 Years ^{/4/}	(C)
\$ 1,200	\$ 240	2.0%	3.0%	4.0%	5.0%	
3,000	600	2.0%	3.0%	4.0%	5.0%	
7,000	1,080	3.0%	4.0%	5.0%	6.0%	
12,000	1,750	4.0%	5.0%	6.0%	7.0%	
18,000	2,450	4.0%	5.0%	6.0%	7.0%	
25,000	4,000	5.0%	6.0%	7.0%	8.0%	
35,000	6,000	5.0%	6.0%	7.0%	8.0%	
50,000	9,000	6.0%	7.0%	8.0%	9.0%	
75,000	12,500	7.0%	8.0%	9.0%	10.0%	
100,000	16,500	8.0%	9.0%	10.0%	11.0%	
125,000	22,000	8.0%	9.0%	10.0%	11.0%	
150,000	24,000	9.0%	10.0%	11.0%	12.0%	
200,000	32,500 ^{/3/}	10.0%	11.0%	12.0%	13.0%	
IntraLATA Toll Rates						
Per Minute ^{/2/}		\$0.055	\$0.054	\$0.053	\$0.052	
IntraLATA Toll Rates Per Minute						
– Win & Winback customers only ^{/2/}		0.054	0.049	0.048	0.047	

B. Local Exchange Access Line Rates

(1) For agreements signed prior to 2/02/07.

	Rate Group	1 Year	2 Years	3 Years	5 Years
Local Exchange Access Line Rates - (Note: these rates do not include Central Office Termination rates)	B	\$16.44	\$16.15	\$15.77	\$15.77
	C	17.28	16.92	16.56	16.56
	D	19.44	19.08	18.63	18.63

/1/ MARC Volume Discounts may not exceed the above listed Maximum Annual Discounts per plan, per year.

/2/ MARC Volume Discounts do not apply to the IntraLATA Toll rates quoted above.

/3/ This Maximum Annual Discount applies to agreements established on or after October 1, 2009.

/4/ For new agreements established on or after October 10, 2012 the 5 year term agreement will no longer be available.

/5/ For new agreements established on or after October 3, 2013, the three year term agreement will no longer be available. (N)
(N)

6. **COMPLETELINK® 2.0 (cont'd)**

D. Prices (cont'd)

1. Service Elements (cont'd)

B. Local Exchange Access Line Rates (cont'd)

(2) For agreements signed between 2/02/07 and 9/30/09.

	<u>Rate Group</u>	<u>All Term Periods</u>	<u>Save/Win/Winback only All Term Periods</u>
Local Exchange Access Line Rates - (Note: these rates do not include Central Office Termination rates)	B	\$13.70	\$11.24
	C	15.70	12.28
	D	17.70	12.28

(3) For agreements signed between 10/1/09 and 7/5/10.

	<u>Rate Group</u>	<u>All Term Periods</u>	<u>Save/Win/Winback only All Term Periods</u>
Local Exchange Access Line Rates - (Note: these rates do not include Central Office Termination rates)	B	\$16.75	\$15.07
	C	16.75	15.07
	D	17.70	15.93

(4) For agreements signed on or after 7/6/10 and prior to 10/10/2012.

	<u>Rate Group</u>	<u>All Term Periods</u>	<u>Win/Winback only All Term Periods</u>
Local Exchange Access Line Rates - (Note: these rates do not include Central Office Termination rates)	B	\$16.75	\$15.07
	C	16.75	15.07
	D	17.70	15.93

(5) For agreements signed on or after 10/10/2012 and prior to 10/3/2013.

Local Exchange Access Line Rates - All rate groups, all term periods, all agreement types: (Note: these rates do not include Central Office Termination rates.)			\$20.00
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(6) For agreements signed on or after 10/3/2013 and prior to 3/15/2018.

Local Exchange Access Line Rates - All rate groups, all term periods, all agreement types: (Note: these rates do not include Central Office Termination rates.)			\$28.00
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(C)

(7) For agreements signed on or after 3/15/2018.

Local Exchange Access Line Rates - All rate groups, all term periods, all agreement types: (Note: these rates do not include Central Office Termination rates.)			\$33.00
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(N)

(N)

6. **COMPLETELINK® 2.0 (cont'd)**

D. **Prices (cont'd)**

1. Service Elements (cont'd)

C. Local Usage Message Service Rates

- (1) For Local Exchange Access Lines or Centrex only in agreements signed between 2/02/07 and 7/5/10 **and for agreements signed on or after 10/10/2012**. For accounts that include a combination of Exchange Access Lines and/or Centrex with ISDN PRI and PBX Trunks, see Section 2.E. below for applicable local usage discount.

	<u>All Rate Groups</u>	<u>All Term Periods</u>	Save ^{/1/} /Win/Winback only <u>All Term Periods</u>	(C)
Local Usage Rates Per Call		\$0.07	\$0.055	

- (2) For Local Exchange Access Lines or Centrex only in agreements signed on or after 7/6/10 **and prior to 10/10/2012**. For accounts that include a combination of Exchange Access Lines and/or Centrex with ISDN PRI and PBX Trunks, see Section 2.E. below for applicable local usage discount.

	<u>All Rate Groups</u>	<u>All Term Periods</u>	Win/Winback only <u>All Term Periods</u>
Local Usage Rates Per Call		\$0.07	\$0.055

/1/ Save rates no longer available for new agreements established on or after January 1, 2015. (N)

6. COMPLETELINK® 2.0 (cont'd)**D. Prices (cont'd)**

2. Other Applicable Discounts (cont'd)

- E. The following discount applies in agreements signed as of 2/02/07 and beyond: Customers will receive a 15% discount on local usage message service charges in addition to the applicable MARC Volume Discount for ISDN PRI and PBX Trunk lines. Save^{/1/}, Win, and Winback customers will receive a 35% discount on local usage message service charges in addition to the applicable MARC Volume Discount for ISDN PRI and PBX Trunk lines. For accounts which combine access lines/Centrex lines and PBX trunks/ISDN PRI, only the percentage discount described above applies. The Local Usage Message Service Rate in Paragraph D1C above is not applicable to accounts with a combination of both access lines/Centrex lines and PBX trunks/ISDN PRI. (C)

E. Termination Charges and Credit Allowances

1. Early Termination Charges

- A. Except as provided for elsewhere in this Guidebook, customers terminating a CompleteLink® 2.0 plan prior to the expiration of the selected term period are subject to termination charges.

Termination charges are equal to 50% of the MARC multiplied by the number of years remaining in the customer's term period. For a partial year, if the partial year revenue is less than the MARC, the customer is liable for 50% of the difference between the MARC and the actual billed revenue.

- B. If a customer received accelerated discounts and terminates their CompleteLink® 2.0 agreement prior to expiration of their term, in addition to the early termination charges in E.1.A. above, an early termination charge will apply equal to 50% of the accelerated discount received in C.13. above, prorated by the number of remaining months in the contract.

EXAMPLE 1: A customer signed a \$12,000 MARC agreement with a three year term commitment and received an accelerated discount of \$2,400 upfront. If the customer terminates the CompleteLink® 2.0 agreement after 12 months the customer will be liable for remitting to the Company \$800 of the accelerated discount received, calculated as follows: $(\$2,400/36 \text{ total months}) \times 24 \text{ months remaining} = \$1,600 \times 50\% = \$800$.

EXAMPLE 2: If the customer terminates the CompleteLink® 2.0 agreement after month 18 the customer will be liable for remitting to the Company \$900 of the accelerated discount received, calculated as follows: $[\$2,400 \text{ upfront} + \$1,200 \text{ (10\% of the \$12,000 MARC/3 year term for their 1 year accelerated discount)} = \$3,600]/36 \text{ total months} \times 18 \text{ months remaining} = \$1,800 \times 50\% = \$900$

- C. Termination liability charges are not applicable if during the CompleteLink® 2.0 term period the customer converts to another Company Access or usage plan with a term equal to or greater than the remaining CompleteLink® 2.0 plan, and a revenue commitment equal to or greater than the CompleteLink® 2.0 MARC.

/1/ Save rates no longer available for new agreements established on or after January 1, 2015. (C)

6. COMPLETELINK® 2.0 (cont'd)

E. Termination Charges and Credit Allowances (cont'd)

1. Early Termination Charges (cont'd)

E. Customers who have terminated a CompleteLink® or a CompleteLink® 2.0 agreement for the purpose of establishing service with another carrier and who now return to the Company and sign a new CompleteLink® 2.0 agreement will receive a one-time waiver or refund of termination charges associated with early termination of their former CompleteLink® or CompleteLink® 2.0 agreement. The new term period and MARC must be greater than or equal to that of the terminated plan. Customers must not have had service disconnected for nonpayment, not have any past due bills for regulated service owed to the Company, and the "Bill Name" must be the same as on the prior Company account in order to qualify. /2/

2. Service Guarantee

Within 90 days of subscribing to a CompleteLink® 2.0 agreement, customers may cancel this service without incurring the termination liability charges specified in this Guidebook. Any accelerated discounts received by the customer will be charged back to the customer. This preclusion of the termination liability does not apply to customers who terminate or convert from another Company toll, access, and/or usage commitment product for the purpose of subscribing to CompleteLink® 2.0. /2/

3. MARC Downgrade Allowance for Technology Upgrade

Termination liability charges will not apply if during the term of the CompleteLink® 2.0 agreement the Customer disconnects one or more of the services which are specified under Column A below, and those services are contributory to their CompleteLink® 2.0 MARC, and replaces the service(s) with the Company service specified on the same line in Column B, and as a direct result of that replacement the Customer's annual spending on those services is reduced (comparing customer's current spending on the removed services and the anticipated customer spending for the replacement services), and that reduction results in a 50% or greater difference between the customer's current MARC and the next lower MARC, at the Customer's option and request, the Customer may terminate the existing CompleteLink® 2.0 agreement without termination liability provided: a) the Customer enters into a new CompleteLink® 2.0 service agreement for a term period which is equal to or greater than the time remaining on their current agreement, and b) the MARC on the new agreement is the next lower MARC. This waiver of charges as a result of replacing Column A contributory services with the associated Column B contributory service will be allowed only once per Customer, per agreement term. CompleteLink® 2.0 \$1,200 MARC service agreements are specifically not eligible.^{/1/}

For purposes of the waiver, "as a direct result" means that the newly installed product(s) must be installed at the same customer service location(s) and in the same relative quantity(ies) as those being displaced. It is at the Company's sole determination whether a product change satisfies the requirements for waiver of the termination liability under this provision.

/1/ CompleteLink 2.0 \$3,000 MARC service agreements signed prior to July 28, 2006 are, also, not waiver eligible.

/2/ Material formerly appeared on sheet 49.

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6. COMPLETELINK® 2.0 (cont'd)**E. Termination Charges and Credit Allowances (cont'd)****3. MARC Downgrade Allowance for Technology Upgrade (cont'd)**

This MARC Downgrade waiver described above only applies to the termination charges applicable to the CompleteLink® 2.0 agreement. Termination charges may apply on those services being disconnected, and the application of those termination charges are not affected by this waiver. All applicable recurring and nonrecurring charges apply to the installation and removal of services. Products and services are subscribed to separately and not as a part of the CompleteLink® 2.0 subscription. As a result of selecting a reduced MARC level, discounts provided under the new CompleteLink® 2.0 agreement may be less than those received under the higher MARC agreement (discounts for the new agreement will be those applicable to the new MARC level under the CompleteLink® 2.0 section of this Guidebook in effect at the time the new contract is executed). The 90-day service guarantee described in E.2. above does not apply to the new agreement.

4. Business Downturn MARC Downgrade

For purposes of this product offer, the term "Business Downturn" is hereby defined to mean an unplanned, measurable change in business conditions affecting the customer's business that is outside of the customer's control and that materially and negatively affects the customer's need for the level of Company services which contribute to the MARC hereunder. The customer specifically acknowledges that the transfer or substitution of the contributory services to another provider during the term hereof does not qualify as business downturn. This provision may be invoked by the customer no earlier than after the end of the first year for a two or three year agreement or after the end of the second year for a five year agreement. To invoke this provision, the customer must provide in writing to the Company the facts which support its request for Business Downturn consideration, and the Company will solely determine whether the customer's business conditions satisfy the definition of "Business Downturn".

6. COMPLETELINK® 2.0 (cont'd)

E. Termination Charges and Credit Allowances (cont'd)

4. Business Downturn MARC Downgrade (cont'd)

Upon the Company's determination that a Business Downturn has occurred, the customer and the Company shall then negotiate in good faith an appropriate and commercially reasonable change to the customer's commitments hereunder. Examples of appropriate and commercially reasonable changes include (but are not limited to) a modification to the term and/or MARC. The Parties shall continue performance under this Agreement while they are in negotiations. If no agreement can be reached regarding a change to the customer's commitments, then the rates, MARC, terms and conditions of this Agreement shall remain in effect for its Term. The customer may invoke this provision only once during the term of this Agreement.

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/1/ Material now appears on Part 20, Section 4, Sheet 78 of this Guidebook.

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/1/ Material now appears on Part 20, Section 4, Sheet 79 of this Guidebook.

(N)