

1 COMPLETELINK[®] 2.0 (Business)

A. DESCRIPTION

CompleteLink[®] 2.0 is an optional volume discount plan that provides business customers with monthly discounts on selected eligible business services (a combination of products and services as provided in this Guidebook section and Guidebook, Part 4, Sections 1, 8, 10, Part 4, Section 2, and Schedule Cal.P.U.C. 175-T), based on the customer's contributory services whose revenue is counted towards the achievement of a Minimum Annual Revenue Commitment (MARC) and term length. CompleteLink[®] 2.0 also provides a discounted rate on all local toll Calls.

CompleteLink[®] 2.0 requires subscription to the Company's local exchange access service and local usage.

B. DEFINITIONS

Minimum Annual Revenue Commitment (MARC)

The Minimum Annual Revenue Commitment is the revenue commitment to which a customer must commit, per year, in order to receive the volume discount.

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.

1. COMPLETELINK[®] 2.0 (Business) (cont'd)

C. REGULATIONS

1. CompleteLink[®] 2.0 is available only for selected business service where the Company also provides local service as the Incumbent Local Exchange Carrier (ILEC).
2. CompleteLink[®] 2.0 is available to any business customer that can meet the plan's MARC and term requirements.
3. A customer may subscribe to multiple CompleteLink[®] 2.0 agreements at the same time, as further defined in C.21., following, but a Billing Telephone Number (BTN) may only be included under one CompleteLink[®] 2.0 plan. See C.21., following, for additional information.
4. CompleteLink[®] 2.0 is limited to a maximum of 250 statewide BTNs billed to the customer of record. For agreements established on or after October 1, 2009, CompleteLink 2.0 will be limited to a maximum of 1,000 BTN's per agreement in total billed to the customer of record.
5. CompleteLink[®] 2.0 discounts are not available on any local toll optional calling plans or eligible business services with existing term discounts.
6. CompleteLink[®] 2.0 is offered under a one year, two year, three year^{/2/}, or five year^{/1/} term. (C)
Customers must select one of the offered MARC levels and must sign a Confirmation of Service Order to indicate their selections. A customer may increase their MARC level at any time without assessment of early termination charges. To increase a MARC, the customer must also commit to a new term. A decrease of the MARC level during the term is deemed to be a termination of the service and early termination charges as described in E., following, are applicable unless the customer qualifies for a Business Downturn MARC Downgrade defined in E. following.

/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 October 3, 2013, the three year term agreement will no longer be available. (N)
(N)

1. COMPLETELINK® 2.0 (Business) (cont'd)

C. REGULATIONS (cont'd)

7. The customer must meet or exceed the selected MARC at the end of each 12-months of the term plan. If the customer fails to meet or exceed the MARC in any year of the customer's term, the customer will be billed a Shortfall which is the difference between the MARC and the actual billings for the Contributory Services, excluding taxes and surcharges. (C)
8. The customer's term commitment commences the day after the CompleteLink® 2.0 service is provided by the Company. The date provided shall be the date the service order is completed by the Company's billing system. MARC revenue is the sum total of the customer's annual billings on all included business accounts for services specified as Contributory in the CompleteLink® 2.0 Guidebook.
9. Services contributing towards the MARC ("Contributory" services) include all of the Company's regulated services, (unless herein excluded) including services regulated by the Federal Communications Commission (FCC). FCC regulated services may be considered "Contributory" but will not be "Eligible" for any CompleteLink® 2.0 discounts.

The customer may also include, as contributory, services provided in other AT&T regions where AT&T provides local exchange service and where the CompleteLink® 2.0 plan is also available.

10. Revenue from the following services are not included as Contributory Services or counted towards the achievement of the MARC:

Enhanced 9-1-1 (E9-1-1) surcharges, Deaf and Disabled surcharges, Billing Surcharges, Federal Subscriber Line Charges, Federal Universal Service Fees, State Regulatory Fees, California High Cost Fund-A (CHCF-A), California High Cost Fund-B (CHCF-B), the California Teleconnect Fund Surcharge (CTF), California LifeLine Surcharge, California Relay Service and Communications Devices Fund, Primary Interexchange Carrier (PIC) charges or Local Number Portability Charges.

Additionally, any services provided by the Company's affiliates (e.g., AT&T Messaging) such as Frame Relay, Asynchronous Transfer Mode (ATM) Cell Relay, Digital Subscriber Line (DSL) Service, Internet services or wireless services are also non-Contributory, along with Customer Owned Pay Telephones, charges for services provided by any other service provider and billed by the Company on behalf of that other service provider, corresponding taxes, surcharges and fees; and any other tax, surcharge or fee imposed by any local, state or federal government entity.

1. COMPLETELINK® 2.0 (Business) (cont'd)**C. REGULATIONS (cont'd)**

11. There is no nonrecurring service charge or set-up charge to establish a CompleteLink® 2.0 plan. Guidebook recurring and nonrecurring charges will apply for the installation and use of any newly installed CompleteLink® 2.0 contributory or eligible services, with exceptions as noted elsewhere within this Guidebook.
12. With the exception of local exchange access service and local usage services, CompleteLink® 2.0 customers are not required to purchase any of the MARC Contributory Services.
13. Interstate and IntraLATA-Interstate calls do not qualify for CompleteLink® 2.0 discounts. The Company will bill Guidebook rates for these calls and will adjust billing or backbill, subject to Guidebook and/or tariff regulations, to reflect the proper rate.
14. Additional discounts will not apply to the eligible CompleteLink® 2.0 products, except as contained within this Guidebook and as may apply to DS1, PRI (Primary Rate ISDN Interface)¹, and SuperTrunk^{®/2/} services, where term rates may apply along with the CompleteLink® 2.0 discounts. (C)
15. Guidebook nonrecurring service charges associated with ordering CompleteLink® 2.0 eligible Measured Rate Business access lines (access lines), vertical features (Custom Calling Services), and/or Hunting will be waived for all Win and Winback customers when the access lines, vertical features and/or Hunting services are ordered at the time of the initial CompleteLink® 2.0 agreement.

Win customers are those customers who currently have service with a Competitive Local Exchange Carrier (CLC) operating within the Company's service area and who now wish to establish their service with the Company.

Winback refers to customers who discontinued service with the Company for the purpose of establishing service with a CLC and who now wish to return to the Company.

/1/ Primary Rate ISDN Interface is not an eligible service for CompleteLink® 2.0 term agreements signed on or after February 3, 2007.

/2/ Effective June 30, 2016, SuperTrunk service is Grandfathered. See Part 20, section 4. (N)

1. COMPLETELINK® 2.0 (Business) (cont'd)

C. REGULATIONS (Cont'd)

16. 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 upfront, upon subscription to the CompleteLink® 2.0 and yearly (for terms exceeding one year) afterwards, 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 contains both existing services and Win/Winback services, the Win/Winback services will not be eligible for 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.

Accelerated Discount Schedule

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

There is no 5th Year Accelerated Discount.

/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 agreements established on or after October 3, 2013, the 3 year term agreement will no longer be available.

(N)
(N)

1. COMPLETELINK® 2.0 (Business) (cont'd)

C. REGULATIONS (cont'd)

- 17. 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. following will apply.
- 18. Customers will be notified prior to the term expiration date of their CompleteLink® 2.0 agreement. 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 will terminate and the customer's services will be billed at the prevailing Guidebook rates.
- 19. For CompleteLink® 2.0 term agreements signed on and after October 23, 2006, local toll calls will not be eligible for the total volume discount.

Customers with a CompleteLink® 2.0 term agreement signed before October 23, 2006, will continue to receive the applicable total volume discount on their local toll calls until the end of their term.

- 20. For CompleteLink® 2.0, Individual Line and Multiline Measured Rate Business Service including Hunting (optional) are billed at the rate listed in F. Rates And Charges, following, before the application of the MARC Total Volume Discount. This rate applies to new term agreements signed on or after December 1, 2006.

Customers with a CompleteLink® 2.0 term agreement signed prior to December 1, 2006, will continue to receive the applicable Individual Line and Multiline Measured Rate Business Service and Hunting rates listed in Guidebook, Part 4, Section 2.

Existing CompleteLink® 2.0 customers may convert to a new CompleteLink® 2.0 agreement providing the new term and revenue commitment is equal to or greater than their remaining CompleteLink® 2.0 term and revenue commitment.

- 21. As of October 1, 2009 each business customer (not assumed names) will be limited to a maximum of one standard agreement (available to all eligible business customers) 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 October 1, 2009, will not be affected.

(N)
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(N)

1. COMPLETELINK® 2.0 (Business) (cont'd)

D. ELIGIBLE SERVICES

Eligible services will receive discounts based on the achievement of the customer's specific MARC and term commitment.

Eligible Services

Applicable Guidebook Reference

Business Measured Rate
Service

Guidebook Part 2, Section 1

(D)

Custom 8 Toll-Free

Guidebook, Part 10, Section 1

(D)

1. COMPLETELINK® 2.0 (Business) (cont'd)

D. ELIGIBLE SERVICES (cont'd)

Eligible services will receive discounts based on the achievement of the customer's specific MARC and term commitment. (cont'd)

<u>Product</u>	<u>Applicable Tariff/Guidebook Reference</u>
Custom Calling Services:	Guidebook, Section 7, Part 2
Anonymous Call Rejection ^{/4/}	"
Busy Call Forwarding ^{/1/}	"
Call Forwarding ^{/1/}	"
Caller Identification (Caller ID)	"
Call Return ^{/1/}	"
Call Screen ^{/1/}	"
Call Trace	"
Call Transfer Disconnect	"
Call Waiting ^{/1/}	"
Call Waiting ID	"
Delayed Call Forwarding ^{/1/}	"
Priority Ringing ^{/1/}	"
Remote Access to Call Forwarding	"
Repeat Dialing ^{/1/}	"
Select Call Forwarding ^{/1/}	"
Speed Calling 30 Codes	"
Three-Way Calling ^{/1/}	"
DS1 ^{/3/} (1.544 Mbps Service)	Schedule Cal.P.U.C. No. 175-T - ACCESS SERVICE Section 7 Special Access Service 7.5.8 Digital Services
Local Toll ^{/2/} Schedule	Guidebook, Part 4, Section 2
Local Usage Blocks of Time	Guidebook, Part 9, Section 3

(D)

/1/ Additional feature discounts may apply for customers who qualify; see Guidebook, Part 7, Section 2.

/2/ Local toll is not eligible for the CompleteLink® 2.0 total volume discount for agreements signed on or after October 23, 2006.

/3/ DS1 is not eligible for the CompleteLink® 2.0 total volume discount for agreements signed on or after August 22, 2007.

/4/ Frozen/Grandfathered for business customers: Anonymous Call Rejection effective October 31, 2012. See Frozen/Grandfathered Services in AT&T California Guidebook Part 2, Section 2. (C)

1. COMPLETELINK® 2.0 (Business) (cont'd)

D. ELIGIBLE SERVICES (cont'd)

Eligible services will receive discounts based on the achievement of the customer's specific MARC and term commitment. (cont'd)

<u>Product</u>	<u>Applicable Tariff / Guidebook Reference</u>	
Primary Rate ISDN Interface ^{/1/} (PRI)	Guidebook, Part 17, Section 2	
Private Branch Exchange Trunk Line Service	Guidebook, Part 4, Section 2	
Remote Call Forwarding	Guidebook, Part 4, Section 2	
SuperTrunk ^{/2,3/}	Guidebook, Part 20, Section 4	(C)
Unlimited Local Calling Plan	Guidebook, Part 9, Section 3	
Zone Usage Measurement Service, Zones 1 and 2	Guidebook, Part 4, Section 2	
ZUM 3 (Zone Usage Measurement, Zone 3)	Guidebook, Part 4, Section 2	

/1/ Primary Rate ISDN Interface (PRI) is not an eligible service for CompleteLink® 2.0 term agreements signed on or after February 3, 2007.

/2/ For new agreements established on or after October 10, 2012, SuperTrunk will no longer be an eligible service to receive the MARC volume discount.

/3/ Effective June 30, 2016, SuperTrunk service is Grandfathered. See Part 20, Section 4. (N)

1. COMPLETELINK[®] 2.0 (Business) (cont'd)

E. EARLY TERMINATION LIABILITY

1. Within 90 days of subscribing to a CompleteLink[®] 2.0 term commitment, a customer may cancel the CompleteLink[®] 2.0 plan without incurring the early termination liability charges specified in this Guidebook. Any accelerated discounts received by the customer will be charged back to the customer. The preclusion of the termination liability does not apply to customers who terminate or convert to another Company toll, access, and/or usage commitment product for the purpose of subscribing to CompleteLink[®] 2.0.
2. A CompleteLink[®] 2.0 commitment is not transferable to and may not be assumed by another customer or customers without prior written consent of the Company.
3. CompleteLink[®] 2.0 commitments cannot be superseded as described in Guidebook, Part 2, Section 2
4. Except as provided for elsewhere in this Guidebook, if the customer terminates their CompleteLink[®] 2.0 agreement prior to the expiration of their term, early termination charges apply. Termination charges will be 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.

EXAMPLE: If a customer signed a \$3,000 MARC agreement and a three year term commitment and were to leave in the 20th month of their three year term commitment and had a total billed revenue of \$2,000 in their second year, they would be responsible for 50% of the remaining MARC for that year and 50% of the total MARC for the third year of the term commitment plan. The calculation is as follows: $50\% * (\$3,000 - \$2,000) + 50\% * \$3,000$ or a total of \$2,000.

1. COMPLETELINK® 2.0 (cont'd)

E. EARLY TERMINATION LIABILITY (cont'd)

- 5. 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 4. preceding, an early termination charge will apply equal to 50% of the accelerated discount received in C.16, preceding, 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: $[\$2,400 \text{ upfront} + \$1,200 \text{ (10\% of the \$12,000 MARC/3 year term for their 1 year accelerated discount)} = \$3,600]/36 \text{ total months} \times 18 \text{ months remaining} = \$1,800 \times 50\% = \$900$

/1/

/1/

/2/

/2/

(N)

(N)

/1/ Material now appears on Sheet 11.1.

/2/ Material now appears on Sheet 12.

1. COMPLETELINK® 2.0 (cont'd)

E. EARLY TERMINATION LIABILITY (cont'd)

6. Termination liability charges are not applicable if, during the CompleteLink® 2.0 term commitment, the customer converts to another access and usage plan with a term equal to or greater than the remaining term in the existing CompleteLink® 2.0 plan, and a revenue commitment equal to or greater than the CompleteLink® 2.0 MARC.

/2/

If during the Term, a customer chooses to migrate from an AT&T ILEC Service (referred to as the "Terminated ILEC Service") provided under a CompleteLink® 2.0 Agreement to a qualifying AT&T Business Voice over IP (BVoIP) Service or to a qualifying AT&T Mobility Service (referred to collectively as the "Replacement Service"), then the Early Termination Charge associated with the Terminated ILEC Service will be waived, provided:

- a. the Terminated ILEC Service has been installed at the Customer site for no fewer than 3 months;
- b. the term of the Replacement Service agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
- c. the Replacement Service is installed or available at the same Customer sites as the Terminated ILEC Service;
- d. the Replacement Service is contracted for in the same relative quantity(ies) as those Terminated ILEC Services being displaced, and
- e. activation of the Replacement Service at the Customer sites or for Customer use at such Customer Sites occurs within 90 days of termination of the ILEC Service at that site.

/2/

In conjunction with a migration to a qualifying AT&T BVoIP or a qualifying AT&T Mobility Service as described above, customers may qualify for MARC Downgrade Allowance for Technology Upgrade as described in paragraph E.8, herein. In such cases, the following replacement services will be allowed, in addition to those listed in the applicable table under paragraph E.8:

(N)/1/

<u>A</u>		<u>B</u>
Analog Trunks	to	BVoIP or Mobility
Measured or Flat Business Lines	to	BVoIP or Mobility

Additionally, for purposes of determining the lower MARC, the MARC on the new agreement will be reduced in direct proportion to the reduction in revenue associated with the migrated AT&T ILEC Services being provided to Customer under the qualifying AT&T BVoIP Service or AT&T Mobility Service contract.

(N)/1/

It is at the Company's sole determination whether a product change satisfies these requirements.

/2/

/2/

/1/ As of 11/15/2014, this Downgrade Allowance for Technology Upgrade provision was effective. It was inadvertently omitted in the 11/15/2014 Guidebook update.

(N)

/2/ Material formerly appeared on Sheet 11.

(N)

1. **COMPLETELINK® 2.0 (Business) (cont'd)**

E. EARLY TERMINATION LIABILITY (cont'd)

7. Termination liability charges applicable for CompleteLink® 2.0 agreements will be offset by termination charges, if applicable, from other allowed agreements for any CompleteLink® 2.0 eligible service as a result of the same customer termination activity. Termination charges resulting from the charge-back of accelerated discounts received will not be offset by termination charges as a result of other allowed agreements for CompleteLink® 2.0 eligible services.

/3/
|
/3/

8. MARC Downgrade Allowance for Technology Upgrade

(C)

Termination liability charges will not apply if:

- a. During the term of the CompleteLink® 2.0 agreement the customer disconnects one or more of the services which are specified under Column A following, 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.
- b. At the Customer's option and request, the customer may terminate the existing CompleteLink® 2.0 agreement without termination liability provided:
 - (1) 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^{/2/}, and
 - (2) The MARC on the new agreement is the next lower MARC.
 - (3) The 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.
 - (4) The CompleteLink® 2.0 \$1,200 MARC service agreements are specifically not eligible^{/1/}.

/1/ CompleteLink® 2.0 \$3,000 MARC term agreements signed prior to October 23, 2006, are also not eligible for this waiver.

/2/ For agreements established on or after October 3, 2013, the 3 year term agreement will no longer be available.

/3/ Material formerly appeared on Sheet 11.

(N)

1. COMPLETELINK® 2.0 (Business) (cont'd)

E. EARLY TERMINATION LIABILITY (cont'd)

8. Termination liability charges will not apply if: (cont'd)

<u>Column A</u>	to	<u>Column B</u>	
Analog Trunks	to	ISDN PRI, DS1, DS3, SONET, or GigaMAN®	
SuperTrunks®/1/	to	ISDN PRI	(C)
Basic Centrex Lines	to	EKL, ISDN BRI, or Centrex IP Lines	
Grandfathered Centrex	to	Centrex	
Measured Rate Business Access Lines	to	Centrex, ISDN PRI, DS1, DS3, SONET or GigaMAN®	
DS0 or ISDN BRI	to	DS1, DS3, SONET, or GigaMAN®	
DS1	to	DS3, SONET, GigaMAN®	
DS3	to	SONET or GigaMAN®	

SONET references in Column B includes SONET Ring and Access Service, Optical Carrier Network (OCN) point to point service, and OC-192 Dedicated SONET Ring service, described in Schedule Cal.P.U.C. No. 175-T Access Service, Section 7. Special Access Service.

- c. For purposes of the waiver, "as a direct result" means:
 - (1) the newly installed product(s) must be installed at the same customer service location(s), and
 - (2) 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.

- d. The following is stated as a matter of convenience and not intended to imply that the preceding list is not inclusive. In no event will a product change from Centrex (any type) to PBX or ISDN PRI satisfy the conditions required for termination without liability under this provision.

/1/ Effective June 30, 2016, SuperTrunk service is Grandfathered. See Part 20, Section 4. (N)

1. COMPLETELINK® 2.0 (Business) (cont'd)

E. EARLY TERMINATION LIABILITY (cont'd)

8. Termination liability charges will not apply if: (cont'd)

e. This waiver only applies to the termination charge applicable to the CompleteLink® 2.0 agreement:

- (1) Termination charges may apply on those services being disconnected, and the application of the termination charges is not affected by this waiver.
- (2) All applicable recurring and non-recurring charges apply to the installation and removal of services.
- (3) Products and services are subscribed to separately and not as a part of the CompleteLink® 2.0 subscription.

f. 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 in the CompleteLink® 2.0 Guidebook in effect at the time the new contract is executed), and the 90-day cancellation period in 1. preceding, will not apply to the new agreement.

EXAMPLE: Customer has a CompleteLink® 2.0 \$25,000 MARC, 3-year agreement, with 18 months remaining. MARC attainment in current year is 60%. A customer replaces their Analog Trunks to ISDN PRI, which would result in an annual spending reduction of \$4,000 from what was spent for the Analog Trunks. At the time of the new contract, the CompleteLink® 2.0 Guidebook reflects the next lower MARC to be \$18,000, so the customer may terminate its \$25,000 MARC agreement without liability if it enters into a new 2-year (24 month) CompleteLink® 2.0 agreement at the \$18,000 MARC. The applicable discount will be that available with the \$18,000 commitment level.

1. COMPLETELINK® 2.0 (Business) (cont'd)**J. EARLY TERMINATION LIABILITY (cont'd)****9. Business Downturn MARC Downgrade**

(C)

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". 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 are (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.

1. COMPLETELINK® 2.0 (Business) (cont'd)

F. RATES AND CHARGES

1. Custom Calling Services, identified in D. preceding will receive a 40% discount in addition to the applicable MARC Discount, except for Anonymous Call Rejection that will not be eligible for the additional 40% discount for new agreements established on or after October 10, 2012.
2. The discounted rate for local toll calls, before the eligible service discount is applied, is \$0.06 per minute. For CompleteLink® 2.0 term agreements signed on or after October 23, 2006, local toll calls will not be eligible for the total volume discount.

Customers with a CompleteLink® 2.0 term agreement signed before October 23, 2006, will continue to receive the applicable total volume discount on their local toll calls until the end of their term.

3. All local toll calls are rated in one second increments with an 18 second minimum. (C)
4. For term agreements signed prior to October 1, 2009, the discounted rate for local usage Zones 1 and 2 is \$0.016 per minute. The local usage Zone 3 rate is \$0.03 per minute.

For term agreements signed on and after October 1, 2009, the discounted rate for local usage Zones 1 and 2 is \$0.019 per minute. The local usage Zone 3 rate is \$0.024 per minute.

5. Monthly rate for Individual Line and Multiline Measured Rate Business Service^{/1/} with Hunting:
(Rate does not change if customer declines Hunting)

a. Rate applicable for new CompleteLink 2.0 term agreements signed on or after December 1, 2006 and prior to October 1, 2009:	\$11.00	
b. Rate applicable for new CompleteLink 2.0 term agreements signed on or after October 1, 2009 and prior to October 10, 2012:	\$17.43	
c. Rate applicable for new CompleteLink 2.0 term agreements signed on or after October 10, 2012, and prior to October 3, 2013.	\$20.00	
d. Rate applicable for new CompleteLink 2.0 term agreements signed on or after October 3, 2013, and prior to March 15, 2018.	\$28.00	(C)
e. Rate applicable for new CompleteLink 2.0 term agreements signed on or after March 15, 2018:	\$33.00	(N) (N)

/1/ Description and Regulations in Guidebook, Part 4, Section 2.

1. COMPLETELINK® 2.0 (Business) (cont'd)

F. RATES AND CHARGES (cont'd)

6. Total Volume Discount Schedule

CompleteLink® 2.0
Total Volume Discount Schedule

MARC	<u>Term</u>				Maximum Annual Discount	(C)
	1 Year	2 Year	3 Year ^{/3/}	5 Year ^{/2/}		
\$ 1,200	2%	3%	4%	5%	\$ 240	
\$ 3,000	2%	3%	4%	5%	\$ 600	
\$ 7,000	3%	4%	5%	6%	\$ 1,080	
\$ 12,000	4%	5%	6%	7%	\$ 1,750	
\$ 18,000	4%	5%	6%	7%	\$ 2,450	
\$ 25,000	5%	6%	7%	8%	\$ 4,000	
\$ 35,000	5%	6%	7%	8%	\$ 6,000	
\$ 50,000	6%	7%	8%	9%	\$ 9,000	
\$ 75,000	7%	8%	9%	10%	\$12,500	
\$100,000	8%	9%	10%	11%	\$16,500	
\$125,000	8%	9%	10%	11%	\$22,000	
\$150,000	9%	10%	11%	12%	\$24,000	
\$200,000	10%	11%	12%	13%	\$32,500 ^{/1/}	

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

/2/ For agreements established on or after October 10, 2012, the 5 year term agreement will no longer be available.

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

(N)
|
(N)

2. COMPLETELINK^{®/1/} (Business)

A. DESCRIPTION

CompleteLink is a feature and usage volume discount plan that provides business customers with monthly discounts on selected eligible business services as described in Guidebook, Part 7, Section 5 based on the customer's contributory services whose revenue is counted towards the achievement of a Minimum Annual Revenue Commitment (MARC) and term length.

CompleteLink also provides a discounted rate on all local usage, local toll, Custom 8, and ZUM 3 calls based on the MARC and term agreement length, as well as product level discounts on specific non-eligible services as set forth in the following Sections. (C)

B. REGULATIONS

1. CompleteLink is available only for selected business service where the Company also provides local service, including but not limited to, basic business lines, Centrex and Coin and Coinless service as described elsewhere in this Guidebook.
2. A customer may subscribe to only one CompleteLink plan at a time.
3. CompleteLink is limited to a maximum of 250 statewide Billing Telephone Numbers (BTNs) billed to the customer of record.
4. CompleteLink discounts are not available on eligible business services with existing term discount plans or with any other discount toll optional calling plan. Customers may change from an existing optional calling plan (e.g., Value Promise Plus, Advantage 5, 10, or 25, or Flat Rate Pro) to CompleteLink without being assessed early termination charges for discontinuing those plans.
5. CompleteLink is offered under a one-year, two-year, three-year, or five-year term. Customers must also select one of the offered MARC levels. A customer may increase the MARC level at any time, without assessment of early termination charges. To increase a MARC, customer must also commit to a new term. A decrease of the MARC level during the term is deemed to be a termination of the service and early termination charges as described in D. following are applicable.

/1/ Frozen/Grandfathered CompleteLink effective December 15, 2006.
See Guidebook, Part 2, Section 2.

2. COMPLETELINK^{®/1/} (Business) (cont'd) (C)

B. REGULATIONS (cont'd)

6. The customer must meet or exceed the selected MARC at the end of each 12-months of the term plan. If the customer fails to meet or exceed the MARC in any year of the customer's term, the customer will be billed an Under Utilization Charge which is the difference between the MARC and the actual billings for the Contributory Services, excluding taxes and surcharges.
7. If the customer elects to discontinue the plan, early termination charges as described in the D. following are applicable.
8. Customers will be notified prior to the term expiration date. If a customer does not commit to a new term plan by the last date of the existing term plan, the customer's CompleteLink service will terminate (C) and the customer's service will revert to the non-discounted rates for the services offered in CompleteLink service. (C)
9. The MARC is the minimum annual revenue commitment selected by the customer which must be satisfied each year under the elected term (based on a one, two, three or five year term commitment) to receive a volume discount. The customer's term commitment commences the day after the CompleteLink service is provided by the Company. The date provided shall be the date the service (C) order is completed by the Company's billing system. MARC revenue is the sum total of the customer's annual billings on all included business accounts for services specified as Contributory in the CompleteLink tariff. (C)

Revenue from the following services are not included as Contributory Services nor counted towards the achievement of the MARC:

Enhanced 9-1-1 (E9-1-1) surcharges, Handicap surcharges, California Billing Surcharges (e.g. Federal Subscriber Line Charge, Federal Universal Service Fee, State Regulatory Fee, California High Cost Fund-A (CHCF-A), California High Cost Fund-B (CHCF-B), California Teleconnect Fund Surcharge (CTF), California LifeLine Surcharge, CA Relay Service and Communications Devices Fund, Equal Access Recovery Charge, Primary Interexchange Carrier (PIC) charges, Local Number Portability Charges). Additionally, any services provided by the Company's affiliates (e.g., AT&T Messaging, Frame Relay, Asynchronous Transfer Mode (ATM) Cell Relay, Digital Subscriber Line (DSL) Service, Internet service or wireless, Customer Owned Pay Telephones); charges for services provided by any other service provider, and billed by the Company on behalf of that other service provider and corresponding taxes and surcharges; and any other tax or charge imposed by any local, state or federal government entity.

/1/ Frozen/Grandfathered CompleteLink effective December 15, 2006. See Guidebook, Part 2, Section 2. (C)

2. COMPLETELINK^{®/1/} (Business) (cont'd) (C)

B. REGULATIONS (cont'd)

10. There is no non-recurring service connection charge nor set up charge to establish a customer on a CompleteLink plan. Other recurring and nonrecurring installation charges will apply per applicable tariff or Guidebook rates. (C)
11. With the exception of Local Usage, CompleteLink customers are not required to purchase any of the MARC Contributory Services. Recurring and nonrecurring charges at applicable tariff rates apply to the installation and use of the Contributory Services. (C)
12. Contributory Services shall be defined as those regulated services whose revenue is counted towards achievement of the customer's selected MARC. Services contributing toward the MARC include all Company regulated services only.

The following are not considered Contributory Services:

- a. Any services provided by the Company's affiliates (e.g., AT&T Messaging, Frame Relay, ATM Cell Relay, DSL service, Internet service or wireless, Customer Owned Pay Telephones).
 - b. Charges for services provided by any other service provider, and billed by the Company on behalf of that other service provider and corresponding taxes and surcharges.
 - c. Any other tax or charge imposed by any local, state or federal government entity.
13. Interstate/IntraLATA calls do not qualify for CompleteLink discounts. The Company reserves the right to bill the customer the tariffed, standard rates for these calls, including the ability to adjust billing or back bill to reflect the proper rate. (C)

NOTE 1: Frozen/Grandfathered CompleteLink effective December 15, 2006. See Guidebook, Part 2, Section 2. (C)

2. COMPLETELINK^{®/1/} (Business) (cont'd) (C)

C. ELIGIBLE SERVICES (cont'd)

Eligible Services are those services that receive discounts based on achievement of the customer's specific MARC and term commitment. Services eligible for discount:

Anonymous Call Rejection	Guidebook, Part 4, Section 2
Busy Call Forwarding	Guidebook, Part 4, Section 2
Call Identification	Guidebook, Part 4, Section 2
Call Return	Guidebook, Part 4, Section 2
Call Screen	Guidebook, Part 4, Section 2
Call Trace	Guidebook, Part 4, Section 2
Call Transfer Disconnect	Guidebook, Part 4, Section 2
Call Waiting ID	Guidebook, Part 4, Section 2
Call Forwarding	Guidebook, Part 4, Section 2
Call Waiting	Guidebook, Part 4, Section 2
Caller Identification	Guidebook, Part 4, Section 2
Custom 8	Guidebook, Part 10, Section 1 Guidebook, Part 3, Section 1
Delayed Call Forwarding	Guidebook, Part 4, Section 2

NOTE 1: Frozen/Grandfathered CompleteLink effective December 15, 2006. See Guidebook, Part 2, Section 2. (C)

2. COMPLETELINK®^{/1/} (cont'd)

C. ELIGIBLE SERVICES (cont'd)

Eligible Services are those services that receive discounts based on achievement of the customer's specific MARC and term commitment. Services eligible for discount: (cont'd)

Intercom	Guidebook, Part 4, Section 2
Intercom Plus	Guidebook, Part 4, Section 2
Local Directory Assistance Service	Guidebook, Part 11, Section 2
Local Toll	Guidebook, Part 9, Section 1
Measured Rate Service (Zone Usage Measurement Service Zones 1 and 2)	Guidebook, Part 4, Section 2
Priority Ringing	Guidebook, Part 4, Section 2

(D)

/1/ Frozen/Grandfathered CompleteLink effective December 15, 2006. See Guidebook, Part 2, Section 2.

(D)
(D)

2. COMPLETELINK^{®/1/} (Business)(cont'd)

C. ELIGIBLE SERVICES (cont'd)

Eligible Services are those services that receive discounts based on achievement of the customer's specific MARC and term commitment. Services eligible for discount: (cont'd)

Remote Access to Call Forwarding	Guidebook, Part 4, Section 2
Remote Call Forwarding	Guidebook, Part 4, Section 2
Repeat Dialing	Guidebook, Part 4, Section 2
Reverse Directory Assistance	Guidebook, Part 11, Section 2
Select Call Forwarding	Guidebook, Part 4, Section 2
Speed Calling 30	Guidebook, Part 4, Section 2
Summary Billing	Guidebook, Part 8, Section 8
Three-Way Calling	Guidebook, Part 4, Section 2
ZUM 3	Guidebook, Part 4, Section 2

(D)

/1/ Frozen/Grandfathered CompleteLink effective December 15, 2006. See Guidebook, Part 2, Section 2.

2. COMPLETELINK^{®/1/} (Business) (cont'd) (C)

D. EARLY TERMINATION LIABILITY

- 1. CompleteLink is offered under a one, two, three or five year term commitment plan and the customer must select the term. (C)
(C)
- 2. Within 90 days of subscribing to a CompleteLink term commitment, customers may cancel this service without incurring the early termination liability charges specified in this Guidebook. (C)
- 3. A CompleteLink commitment is not transferable to, nor may it be assumed by, a customer or customers other than the customer of record without prior written consent of the Company. (C)
- 4. CompleteLink commitments cannot be superseded as described Guidebook, Part 2, Section 2. (C)
- 5. The customer's term commitment commences the day after the CompleteLink service is provided by the Company. (C)
- 6. Except as provided for elsewhere in this tariff, if the customer terminates their CompleteLink agreement prior to the expiration of their term, early termination charges apply. Termination charges will be 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. (C)

EXAMPLE: if a customer signed a \$3,000 MARC agreement and a three year term commitment and were to leave in the 20th month of their three year term commitment and had a total billed revenue of \$2,000 in their second year, they would be responsible for 50% of the remaining MARC for that year and 50% of the total MARC for the third year of the term commitment plan. The calculation is as follows: $(50\% * (\$3,000 - \$2,000)) + (50\% * \$3,000)$ or a total of \$2,000.

- 7. Termination liability charges are not applicable if during the CompleteLink term commitment the customer converts to another access and usage plan with a term equal to or greater than the existing CompleteLink plan, and a revenue commitment equal to or greater than the CompleteLink MARC. (C)
(C)

/1/ Frozen/Grandfathered CompleteLink effective December 15, 2006. (C)
See Guidebook, Part 2, Section 2. (C)

2. COMPLETELINK^{®/1/} (Business) (cont'd)

D. EARLY TERMINATION LIABILITY (cont'd)

8. Termination liability charges will not apply if:
- a. During the term of the CompleteLink 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 MARC and replaces the service(s) with the SBC 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
 - b. At the Customer's option and request, the Customer may terminate the existing CompleteLink agreement without termination liability provided:
 - (1) The Customer enters into a new CompleteLink service agreement for a term period which is equal to or greater than the time remaining on their current agreement, and
 - (2) The MARC on the new agreement is the next lower MARC.
 - (3) 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.
 - (4) CompleteLink \$700 MARC service agreements are specifically not eligible.
 - c. For purposes of the waiver, "as a direct result" means:
 - (1) That the newly installed product(s) must be installed at the same customer service location(s) and
 - (2) In the same relative quantity (ies) as those being displaced
 - (3) It is at the Company's sole determination whether a product change satisfies the requirements for waiver of the termination liability under this provision.

<u>A</u>	to	<u>B</u>
Analog Trunks	to	ISDN PRI, DS1, DS3, SONET, or GigaMAN
SuperTrunk [®] s	to	ISDN PRI
Basic Centrex II Lines	to	EKL, ISDN BRI, or Centrex IP Lines
Grandfathered Centrex	to	Centrex
Measured or Flat Business Lines	to	Centrex, ISDN PRI, DS1, DS3, SONET, or GigaMAN
DS0 or ISDN BRI	to	DS1, DS3, SONET, or GigaMAN
DS1	to	DS3, SONET, GigaMAN
DS3	to	SONET or GigaMAN

/1/ Frozen/Grandfathered CompleteLink effective December 15, 2006. See Part 2, Section 2. (C)
/2/ Effective June 30, 2016, SuperTrunk service is Grandfathered. See Part 20, Section 4. (N)

2. COMPLETELINK^{®/1/} (Business) (cont'd) (C)

D. EARLY TERMINATION LIABILITY (cont'd)

8. Termination liability charges will not apply if: (cont'd)

d. The following is stated as a matter of convenience and not intended to imply that the list above is not inclusive. In no event will a product change from Centrex (any type) to PBX or ISDN PRI satisfy the conditions required for termination without liability under this provision.

e. This waiver only applies to the termination charge applicable to the CompleteLink agreement: (C)

(1) Termination charges may apply on those services being disconnected, and the application of the termination charges is not affected by this waiver.

(2) All applicable recurring and non-recurring charges apply to the installation and removal of services.

(3) Products and services are subscribed to separately and not as a part of the CompleteLink subscription. (C)

f. As a result of selecting a reduced MARC level, discounts provided under the new CompleteLink 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 tariff or Guidebook in effect at the time the new contract is executed.) 90-day cancellation period does not apply to the new agreement. (C)

Example: Customer has a CompleteLink \$25,000 MARC, 3-year agreement, with 18 months remaining. MARC attainment in current year is 60%. A customer replaces its Analog Trunks to ISDN PRI, which would result in an annual spending reduction of \$4,000 from what was spent for the Analog Trunks. At the time of the new contract, the CompleteLink tariff or Guidebook reflects the next lower MARC to be \$18,000, so the customer may terminate its \$25,000 MARC agreement without liability if it enters into a new 2-year (24 month) CompleteLink agreement at the \$18,000 MARC. The applicable discount will be that available with the \$18,000 commitment level. (C)

/1/ Frozen/Grandfathered CompleteLink effective December 15, 2006. (C)
See Guidebook, Part 2, Section 2. (C)

2. COMPLETELINK^{®/1/} (Business) (cont'd) (C)

E. RATES AND CHARGES

1. Retention, Save and Winback Discount Schedules^{/2/}: (C)

- a. Retention rates apply to all eligible new or existing customers.
- b. Save rates apply to all customers who have received a written competitive offer/proposal (i.e., a competitive bill or competitive proposal on a legitimate competitor's letterhead) dated within the past three months and are considering discontinuing their business with the Company for the purpose of establishing service with another Competitive Local Exchange Carrier operating within the Company's territory but choose to remain with the Company.
- c. Winback rates apply to customers who have discontinued their business with the Company for the purpose of establishing service with a Competitive Local Exchange Carrier operating within the Company's territory who now wish to return to the Company. Winback rates are not available to customers who have local service with an affiliate of the Company.
- d. Upon termination of a Save or Winback commitment term period, the customer's service will revert to the non-discounted rates for the services offered in CompleteLinkSM unless the customer commits to a new term plan under standard eligibility rules prior to the last date of the existing term plan.

Discount Schedule – Eligible Services														
MARC	Max. Annual Disc.	Retention Discounts				Save Discounts				Win Back Discounts				
		1 Year	2 Year	3 Year	5 Year	1 Year	2 Year	3 Year	5 Year	1 Year	2 Year	3 Year	5 Year	
\$700 -	\$1,199	\$350	5.00%	6.00%	7.00%	7.50%	8.00%	9.00%	10.00%	10.50%	11.00%	12.00%	13.00%	13.50%
\$1,200 -	\$2,999	\$700	5.25%	6.25%	7.25%	7.75%	8.25%	9.25%	10.25%	10.75%	11.25%	12.25%	13.25%	13.75%
\$3,000 -	\$6,999	\$1,000	5.50%	6.50%	7.50%	8.00%	8.50%	9.50%	10.50%	11.00%	11.50%	12.50%	13.50%	14.00%
\$7,000 -	\$11,999	\$1,500	6.00%	7.00%	8.00%	8.50%	9.00%	10.00%	11.00%	11.50%	12.00%	13.00%	14.00%	14.50%
\$12,000 -	\$17,999	\$2,500	6.50%	7.50%	8.50%	9.00%	9.50%	10.50%	11.50%	12.00%	12.50%	13.50%	14.50%	15.00%
\$18,000 -	\$24,999	\$2,500	6.50%	7.50%	8.50%	9.00%	9.50%	10.50%	11.50%	12.00%	12.50%	13.50%	14.50%	15.00%
\$25,000 -	\$34,999	\$3,500	7.50%	8.50%	9.50%	10.00%	10.50%	11.50%	12.50%	13.00%	13.50%	14.50%	15.50%	16.00%
\$35,000 -	\$49,999	\$5,250	8.00%	9.00%	10.00%	10.50%	11.00%	12.00%	13.00%	13.50%	14.00%	15.00%	16.00%	16.50%
\$50,000 -	\$74,999	\$8,250	8.50%	9.50%	10.50%	11.00%	11.50%	12.50%	13.50%	14.00%	14.50%	15.50%	16.50%	17.00%
\$75,000 -	\$99,999	\$11,500	9.00%	10.00%	11.00%	11.50%	12.00%	13.00%	14.00%	14.50%	15.00%	16.00%	17.00%	17.50%
\$100,000 -	\$124,999	\$24,000	9.50%	10.50%	11.50%	12.00%	12.50%	13.50%	14.50%	15.00%	15.50%	16.50%	17.50%	18.00%
\$125,000 -	\$149,000	\$24,000	9.50%	10.50%	11.50%	12.00%	12.50%	13.50%	14.50%	15.00%	15.50%	16.50%	17.50%	18.00%
\$150,000 -	\$199,999	\$36,000	10.00%	11.00%	12.00%	12.50%	13.00%	14.00%	15.00%	15.50%	16.00%	17.00%	18.00%	18.50%
\$200,000 +		\$36,000	10.00%	11.00%	12.00%	12.50%	13.00%	14.00%	15.00%	15.50%	16.00%	17.00%	18.00%	18.50%

/1/ Frozen/Grandfathered CompleteLink effective December 15, 2006. See Guidebook, Part 2, Section 2. (C)

/2/ Retention, Save and Winback discount schedules are mutually exclusive. A customer can only receive discounts under one of the discount schedules per CompleteLink agreement. (C)

2. COMPLETELINK^{®/1/} (Business) (cont'd) (C)

E. RATES AND CHARGES (cont'd)

2. All local toll, Custom 8 and calling card usage calls are rated on the basis of one second increments with an 18 second minimum.
3. Local calls, within a 0-12 mile radius, and ZUM-3 calls are rated in one-minute increments.
4. The effective rates, after the eligible service discount is applied are as listed in the schedules following.
5. The discounted rates before the eligible service discount is applied are: IntraLATA MTS and Custom 8 = \$0.06; Local Usage = \$0.016; ZUM 3 = \$0.03.

/1/ Frozen/Grandfathered CompleteLink effective December 15, 2006. See Guidebook, Part 2, Section 2 (C)

2. COMPLETELINK^{®/1/} (Business) (cont'd)

E. RATES AND CHARGES (cont'd)

Local Toll and Custom 8 – Rate Structure													
MARC	Max. Annual Disc.	Retention Rates				Save Rates				Win Back Rates			
		1 Year	2 Year	3 Year	5 Year	1 Year	2 Year	3 Year	5 Year	1 Year	2 Year	3 Year	5 Year
\$700 - \$1,199	\$350	\$0.0570	\$0.0564	\$0.0558	\$0.0555	\$0.0552	\$0.0546	\$0.0540	\$0.0537	\$0.0534	\$0.0528	\$0.0522	\$0.0519
\$1,200 - \$2,999	\$700	\$0.0569	\$0.0563	\$0.0557	\$0.0554	\$0.0551	\$0.0545	\$0.0539	\$0.0536	\$0.0533	\$0.0527	\$0.0521	\$0.0518
\$3,000 - \$6,999	\$1,000	\$0.0567	\$0.0561	\$0.0555	\$0.0552	\$0.0549	\$0.0543	\$0.0537	\$0.0534	\$0.0531	\$0.0525	\$0.0519	\$0.0516
\$7,000 - \$11,999	\$1,500	\$0.0564	\$0.0558	\$0.0552	\$0.0549	\$0.0546	\$0.0540	\$0.0534	\$0.0531	\$0.0528	\$0.0522	\$0.0516	\$0.0513
\$12,000 - \$17,999	\$2,500	\$0.0561	\$0.0555	\$0.0549	\$0.0546	\$0.0543	\$0.0537	\$0.0531	\$0.0528	\$0.0525	\$0.0519	\$0.0513	\$0.0510
\$18,000 - \$24,999	\$2,500	\$0.0561	\$0.0555	\$0.0549	\$0.0546	\$0.0543	\$0.0537	\$0.0531	\$0.0528	\$0.0525	\$0.0519	\$0.0513	\$0.0510
\$25,000 - \$34,999	\$3,500	\$0.0555	\$0.0549	\$0.0543	\$0.0540	\$0.0537	\$0.0531	\$0.0525	\$0.0522	\$0.0519	\$0.0513	\$0.0507	\$0.0504
\$35,000 - \$49,999	\$5,250	\$0.0552	\$0.0546	\$0.0540	\$0.0537	\$0.0534	\$0.0528	\$0.0522	\$0.0519	\$0.0516	\$0.0510	\$0.0504	\$0.0501
\$50,000 - \$74,999	\$8,250	\$0.0549	\$0.0543	\$0.0537	\$0.0534	\$0.0531	\$0.0525	\$0.0519	\$0.0516	\$0.0513	\$0.0507	\$0.0501	\$0.0498
\$75,000 - \$99,999	\$11,500	\$0.0546	\$0.0540	\$0.0534	\$0.0531	\$0.0528	\$0.0522	\$0.0516	\$0.0513	\$0.0510	\$0.0504	\$0.0498	\$0.0495
\$100,000 - \$124,999	\$14,000	\$0.0543	\$0.0537	\$0.0531	\$0.0528	\$0.0525	\$0.0519	\$0.0513	\$0.0510	\$0.0507	\$0.0501	\$0.0495	\$0.0492
\$125,000 - \$149,000	\$17,000	\$0.0543	\$0.0537	\$0.0531	\$0.0528	\$0.0525	\$0.0519	\$0.0513	\$0.0510	\$0.0507	\$0.0501	\$0.0495	\$0.0492
\$150,000 - \$199,999	\$20,000	\$0.0540	\$0.0534	\$0.0528	\$0.0525	\$0.0522	\$0.0516	\$0.0510	\$0.0507	\$0.0504	\$0.0498	\$0.0492	\$0.0489
\$200,000 +	\$24,000	\$0.0540	\$0.0534	\$0.0528	\$0.0525	\$0.0522	\$0.0516	\$0.0510	\$0.0507	\$0.0504	\$0.0498	\$0.0492	\$0.0489

(C)

Local Usage-Rate Structure													
MARC	Max. Annual Disc.	Retention Rates				Save Rates				Win Back Rates			
		1 Year	2 Year	3 Year	5 Year	1 Year	2 Year	3 Year	5 Year	1 Year	2 Year	3 Year	5 Year
\$700 - \$1,199	\$350	\$0.0152	\$0.0150	\$0.0149	\$0.0148	\$0.0147	\$0.0146	\$0.0144	\$0.0143	\$0.0142	\$0.0141	\$0.0139	\$0.0138
\$1,200 - \$2,999	\$700	\$0.0152	\$0.0150	\$0.0148	\$0.0148	\$0.0147	\$0.0145	\$0.0144	\$0.0143	\$0.0142	\$0.0140	\$0.0139	\$0.0138
\$3,000 - \$6,999	\$1,000	\$0.0151	\$0.0150	\$0.0148	\$0.0147	\$0.0146	\$0.0145	\$0.0143	\$0.0142	\$0.0142	\$0.0140	\$0.0138	\$0.0138
\$7,000 - \$11,999	\$1,500	\$0.0150	\$0.0149	\$0.0147	\$0.0146	\$0.0146	\$0.0144	\$0.0142	\$0.0142	\$0.0141	\$0.0139	\$0.0138	\$0.0137
\$12,000 - \$17,999	\$2,500	\$0.0150	\$0.0148	\$0.0146	\$0.0146	\$0.0145	\$0.0143	\$0.0142	\$0.0141	\$0.0140	\$0.0138	\$0.0137	\$0.0136
\$18,000 - \$24,999	\$2,500	\$0.0150	\$0.0148	\$0.0146	\$0.0146	\$0.0145	\$0.0143	\$0.0142	\$0.0141	\$0.0140	\$0.0138	\$0.0137	\$0.0136
\$25,000 - \$34,999	\$3,500	\$0.0148	\$0.0146	\$0.0145	\$0.0144	\$0.0143	\$0.0142	\$0.0140	\$0.0139	\$0.0138	\$0.0137	\$0.0135	\$0.0134
\$35,000 - \$49,999	\$5,250	\$0.0147	\$0.0146	\$0.0144	\$0.0143	\$0.0142	\$0.0141	\$0.0139	\$0.0138	\$0.0138	\$0.0136	\$0.0134	\$0.0134
\$50,000 - \$74,999	\$8,250	\$0.0146	\$0.0145	\$0.0143	\$0.0142	\$0.0142	\$0.0140	\$0.0138	\$0.0138	\$0.0137	\$0.0135	\$0.0134	\$0.0133
\$75,000 - \$99,999	\$11,500	\$0.0146	\$0.0144	\$0.0142	\$0.0142	\$0.0141	\$0.0139	\$0.0138	\$0.0137	\$0.0136	\$0.0134	\$0.0133	\$0.0132
\$100,000 - \$124,999	\$14,000	\$0.0145	\$0.0143	\$0.0142	\$0.0141	\$0.0140	\$0.0138	\$0.0137	\$0.0136	\$0.0135	\$0.0134	\$0.0132	\$0.0131
\$125,000 - \$149,000	\$17,000	\$0.0145	\$0.0143	\$0.0142	\$0.0141	\$0.0140	\$0.0138	\$0.0137	\$0.0136	\$0.0135	\$0.0134	\$0.0132	\$0.0131
\$150,000 - \$199,999	\$20,000	\$0.0144	\$0.0142	\$0.0141	\$0.0140	\$0.0139	\$0.0138	\$0.0136	\$0.0135	\$0.0134	\$0.0133	\$0.0131	\$0.0130
\$200,000 +	\$24,000	\$0.0144	\$0.0142	\$0.0141	\$0.0140	\$0.0139	\$0.0138	\$0.0136	\$0.0135	\$0.0134	\$0.0133	\$0.0131	\$0.0130

/1/ Frozen/Grandfathered CompleteLink effective December 15, 2006. See Guidebook, Part 4, Section 2 (C)

2. COMPLETELINK^{®/1/} (Business) (cont'd)

(C)

E. RATES AND CHARGES (cont'd)

ZUM 3 – Rate Structure														
MARC		Max. Annual Disc.	Retention Rates				Save Rates				Win Back Rates			
			1 Year	2 Year	3 Year	5 Year	1 Year	2 Year	3 Year	5 Year	1 Year	2 Year	3 Year	5 Year
\$700 -	\$1,199	\$350	\$0.0285	\$0.0282	\$0.0279	\$0.0278	\$0.0276	\$0.0273	\$0.0270	\$0.0279	\$0.0267	\$0.0264	\$0.0261	\$0.0260
\$1,200 -	\$2,999	\$700	\$0.0284	\$0.0281	\$0.0278	\$0.0277	\$0.0275	\$0.0272	\$0.0269	\$0.0278	\$0.0266	\$0.0263	\$0.0260	\$0.0259
\$3,000 -	\$6,999	\$1,000	\$0.0284	\$0.0281	\$0.0278	\$0.0276	\$0.0275	\$0.0272	\$0.0269	\$0.0278	\$0.0266	\$0.0263	\$0.0260	\$0.0258
\$7,000 -	\$11,999	\$1,500	\$0.0282	\$0.0279	\$0.0276	\$0.0275	\$0.0273	\$0.0270	\$0.0267	\$0.0276	\$0.0264	\$0.0261	\$0.0258	\$0.0257
\$12,000 -	\$17,999	\$2,500	\$0.0281	\$0.0278	\$0.0275	\$0.0273	\$0.0272	\$0.0269	\$0.0266	\$0.0275	\$0.0263	\$0.0260	\$0.0257	\$0.0255
\$18,000 -	\$24,999	\$2,500	\$0.0281	\$0.0278	\$0.0275	\$0.0273	\$0.0272	\$0.0269	\$0.0266	\$0.0275	\$0.0263	\$0.0260	\$0.0257	\$0.0255
\$25,000 -	\$34,999	\$3,500	\$0.0278	\$0.0275	\$0.0272	\$0.0270	\$0.0269	\$0.0266	\$0.0263	\$0.0272	\$0.0260	\$0.0257	\$0.0254	\$0.0252
\$35,000 -	\$49,999	\$5,250	\$0.0276	\$0.0273	\$0.0270	\$0.0269	\$0.0267	\$0.0264	\$0.0261	\$0.0270	\$0.0258	\$0.0255	\$0.0252	\$0.0251
\$50,000 -	\$74,999	\$8,250	\$0.0275	\$0.0272	\$0.0269	\$0.0267	\$0.0266	\$0.0263	\$0.0260	\$0.0269	\$0.0257	\$0.0254	\$0.0251	\$0.0249
\$75,000 -	\$99,999	\$11,500	\$0.0273	\$0.0270	\$0.0267	\$0.0266	\$0.0264	\$0.0261	\$0.0258	\$0.0267	\$0.0255	\$0.0252	\$0.0249	\$0.0248
\$100,000 -	\$124,999	\$24,000	\$0.0272	\$0.0269	\$0.0266	\$0.0264	\$0.0263	\$0.0260	\$0.0257	\$0.0266	\$0.0254	\$0.0251	\$0.0248	\$0.0246
\$125,000 -	\$149,000	\$24,000	\$0.0272	\$0.0269	\$0.0266	\$0.0264	\$0.0263	\$0.0260	\$0.0257	\$0.0266	\$0.0254	\$0.0251	\$0.0248	\$0.0246
\$150,000 -	\$199,999	\$36,000	\$0.0270	\$0.0267	\$0.0264	\$0.0263	\$0.0261	\$0.0258	\$0.0255	\$0.0264	\$0.0252	\$0.0249	\$0.0246	\$0.0245
\$200,000 +		\$36,000	\$0.0270	\$0.0267	\$0.0264	\$0.0263	\$0.0261	\$0.0258	\$0.0255	\$0.0264	\$0.0252	\$0.0249	\$0.0246	\$0.0245

/1/ Frozen/Grandfathered CompleteLink effective December 15, 2006. See Guidebook, Part 2, Section 2 (C)

2. COMPLETELINK^{®/1/} (Business) (cont'd)

E. RATES AND CHARGES (cont'd)

Supertrunk^{®/2,4/} and DS1^{/3/} services are not eligible services for application of the discount schedules listed above, however if a customer selects a CompleteLink term and MARC, they are eligible for unique product level discount arrangements as follows: (C)

Product Level Discounts for DS1 and Super Trunk

	1 Year	2 Year	3 Year	5 Year	Tariff Reference
SuperTrunk^{®/4/}	5%	10%	20%	25%	Guidebook, Part 4, Section 2
DS1 1.544 Mbps High Capacity Service	5%	10%	20%	25%	Schedule Cal.P.U.C. No. 175-T, Section 7 Special Access Service, 7.2.8 Digital Service, (C) High Capacity Service

(C)

- /1/ Frozen/Grandfathered CompleteLink[®] effective December 15, 2006. See Part 2, Section 2. (C)
- /2/ Only available for SuperTrunk^{®/4/} Service that is month-to-month billed. Existing term offerings of Super Trunk Service are not available for CompleteLink discounts. Discount does not apply to Fiber Advantage nor features associated with SuperTrunk. (C)
- /3/ Only available for DS1 1.544 High Capacity Service that is month-to-month billed. Term offerings of DS1 Service not available for CompleteLink discounts. Discount does not apply to Fiber Advantage.
- /4/ Effective June 30, 2016, SuperTrunk service is Grandfathered. See Part 20, Section 4. (N)

/1/

/1/ Material now appears in Part 20, Section 9, Sheet 1.

(N)

/1/

/1/ Material now appears in Part 20, Section 9, Sheet 2.

(N)

/1/

/1/ Material now appears in Part 20, Section 9, Sheet 3.

(N)

/1/

/1/ Material now appears in Part 20, Section 9, Sheet 4.

(N)

/1/

/1/ Material now appears in Part 20, Section 9, Sheet 5.

(N)

/1/

/1/ Material now appears in Part 20, Section 9, Sheet 6.

(N)

/1/

/1/ Material now appears in Part 20, Section 9, sheet 7.

(N)

/1/

/1/ Material now appears in Part 20, Section 9, Sheet 8.

(N)

/1/

/1/ Material now appears in Part 20, Section 9, Sheet 8.

(N)

/1/

/1/ Material now appears in Part 20, Section 9, Sheet 9.

(N)

/1/

/1/ Material now appears in Part 20, Section 9, Sheet 10.

(N)

/1/

/1/ Material now appears in Part 20, Section 9, Sheet 11.

(N)

/1/

/1/ Material now appears in Part 20, Section 9, Sheet 12.

/1/

/1/

/1/ Material now appears in Part 20, Section 9, Sheet 13.

(N)

/1/

/1/ Material now appears in Part 20, Section 9, Sheet 14.

(N)

/1/

/1/ Material now appears in Part 20, Section 9, Sheet 15.

(N)

/1/

/1/ Material now appears in Part 20, Section 9, Sheet 16.

(N)

/1/

/1/ Material now appears in Part 20, Section 9, Sheet 17.

(N)

5. ADVANTAGE 50 AND ADVANTAGE 1000 – (Business)

A. APPLICABILITY

Applicable to all Message Telecommunications Service Value PromiseSM plans furnished or made available by the Company over facilities wholly within a Service Area.

B. TERRITORY

Between two points wholly within a Service Area where the respective rate centers of such points are also located wholly within said Service Area as defined in the Guidebook.

C. DESCRIPTION

1. Customers may for the indicated nonrecurring and monthly rates shown in E. following receive a discount on all intraLATA directly dialed message toll charges without operator assistance. The discount rate is dependent on the total amount of monthly directly dialed message toll usage as billed. (C)
|
(C)
2. Reserved (C)
(D)
3. Advantage 50 allows customers to select either Option 1 and receive a percent discount on Billed Usage or Option 2 and pay an hourly rate for Usage Hours on directly dialed calls and receive a percent discount on volumes on direct dialed usage during a billing months has shown in E.1. following. (C)
4. Advantage 1000 allows customers to select either Option 1A or Option 1B and receive a percent discount on Billed Usage or Option 2A or Option 2B and pay an hourly rate for Usage Hours on directly dialed calls and receive a percent discount on volumes of direct dialed usage during a billing month as shown in E.2. following. (C)
5. Customers subscribing to Advantage 1000 Option 1A, 1B or Option 2A, 2B may receive additional discounts on intraLATA usage by subscribing to Advantage Term Discounts as shown in E.2. following.

5. ADVANTAGE 50 AND ADVANTAGE 1000 - Business (cont'd)**D. REGULATIONS**

1. Value PromiseSM plans contained herein, are not available on residence exchange lines or on Centrex dormitory lines.
2. The discounted rates are provided to the Company's customer only and shall not be used for any purpose for which a payment or other compensation shall be received by the customer from any other person, firm or corporation for such use.
3. Conference calls and any other calls requiring operator handling are not included and will be billed at the regular message toll rates applicable. Only California intraLATA calls are included. (C)
4. These discounts are applicable to the Value PromiseSM plans only and do not apply to any other Company offered plans.
5. A customer may only subscribe to one Value PromiseSM plan per billing account. The discounts contained herein shall only be applied to the billed telephone number.
6. Zones 1, 2, and 3 calls Guidebook, Part 4, Section 2 do not apply to the Value PromiseSM plans.
7. One month minimum billing as set forth in Guidebook, Part 6, Section 4 is required when subscribing to any Value PromiseSM plans.
8. Value PromiseSM plans are not available on Private Line Service or 800/Custom 8 Services.
9. Customers with mechanized summary billing cannot subscribe to the Value PromiseSM plans for any primary control account; however, individual billing accounts may subscribe to the Value PromiseSM plans service offering.

5. ADVANTAGE 50 AND ADVANTAGE 100 (Business) (cont'd)
D. REGULATIONS (cont'd)

10. Centrex customers subscribing to Sectional Billing Service, as defined in Guidebook, Part 5, Section 1 may also subscribe to any Value PromiseSM plan. The Value PromiseSM plan offering is applicable to each Sectional Bill and the pilot account of Sectional Billing Service.
11. For Advantage 50 each individual call is completed on the basis of whole minutes, a fraction of a minute considered a whole minute. For all messages, a fraction of a minute is charged as a full minute. For Advantage 1000 each individual directly dialed call is completed on the basis of six (6) second increments with a minimum billing of 18 seconds per message. For all messages, a fraction of a minute is rounded up to the next six second increment.
12. Customers subscribing to Advantage 1000 Option 1A or 2A must have a minimum of \$50.00 in billed MTS, 800, FEX toll and Remote Call Forwarding toll usage in order to qualify for Advantage 1000 Option 1A or 2A, per location (continuous property as defined in Guidebook, Part 2, Section 2 For Centrex or PBX customers, location is defined as the first point of switching).
13. For Advantage 1000 Option 1A or 2A a customer location must demonstrate a one month minimum billing of \$50.00 for MTS, 800, FEX, or RCF usage.

5. ADVANTAGE 50 AND ADVANTAGE 1000 (Business) (cont'd)
- D. REGULATIONS (cont'd)
- 14.. Reserved
- 15.. Adjustments in rates, including tiers and thresholds, as a result of rate adjustments become effective the first Bill Date after the effective date of the rate change.
16. Customers subscribing to Advantage 1000 Option 1B or 2B, must have a minimum of 8,000 per month Minutes of Use (MOU) in billed MTS, 800, Company FEX toll and Remote Call Forwarding toll usage in order to qualify for Advantage 1000 Option 1B or 2B, per location (continuous property as defined in Guidebook, Part 2, Section 2 For Centrex or PBX customers, location is defined as the first point of switching).
- 17.. For Advantage 1000 Option 1B or 2B, a customer location must demonstrate a one month minimum billing of 8,000 MOU for MTS, 800, Company FEX, or RCF usage.
- 18.. If a customer subscribing to Advantage 1000 Option 1B or 2B does not meet the average monthly billing of 8,000 MOU, SMsee 16. preceding, over a 12 month period, the customer will be changed to the appropriate Value Promise SM plan in the 13th month.
19. If an Advantage 1000 Option 1A or 2A customer over the previous 12 SMmonths reaches a total of 8,000 MOU, the customer will be changed to the appropriate Value Promise SM plan.

5. ADVANTAGE 50 AND ADVANTAGE 1000 (Business) (cont'd)

E. RATES AND CHARGES

1. Advantage 50

a. Option 1

Billed Usage ¹	Discount Rate ¹
(1) \$0.01 - \$300.00	30%
(2) \$300.01+	35%

b. Option 2

HOURLY RATE ¹	BILLED HOURLY USAGE ¹	DISCOUNT RATE ¹
\$5.45 per hour of usage	(1) \$0.01 - \$300.00	30%
	(2) \$300.01+	35%

NOTE 1: See D.14. preceding.

5. ADVANTAGE 50 AND ADVANTAGE 1000 (Business) (cont'd)
E. RATES AND CHARGES (cont'd)
1. Advantage 50 (cont'd)

Illustrative Only

a. Option 1

- a. \$750.00 = Applicable total message toll (C)
- b. \$300.00 @ 30% discount = \$90.00
- c. \$450.00 @ 35% discount = \$157.50
- d. Total amount discounted = \$247.50

Option 2

- a. 130.44 hours x \$5.45 per hour of usage = \$710.90 applicable total message toll usage (C)
(D)
(D)
- b. \$300.00 @ 30% discount = \$ 90.00
- c. \$410.90 @ 35% discount = \$143.81 (C)
- d. Total discounted amount = \$233.81 (C)

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
Advantage 50 Option 1	NO	\$7.12	BPLP1
Advantage 50 Option 2	NO	7.12	BPLH1

5. ADVANTAGE 50 AND ADVANTAGE 1000 (Business) (cont'd)

E. RATES AND CHARGES (cont'd)

1. Advantage 50 (cont'd)

Illustrative Only

a. Option 1

- a. \$750.00 = Applicable total message toll (C)
- b. \$300.00 @ 30% discount = \$90.00
- c. \$450.00 @ 35% discount = \$157.50
- d. Total amount discounted = \$247.50

Option 2

- a. 130.44 hours x \$5.45 per hour of usage = \$710.90 applicable total message toll usage (D)
- (D)
- b. \$300.00 @ 30% discount = \$ 90.00
- c. \$410.90 @ 35% discount = \$143.81 (C)
- d. Total discounted amount = \$233.81 (C)

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
Advantage 50 Option 1	NO	\$7.12	BPLP1
Advantage 50 Option 2	NO	7.12	BPLH1

5. ADVANTAGE 50 AND ADVANTAGE 1000 (Business) (cont'd)

E. RATES AND CHARGES (cont'd)

1. Advantage 50 (cont'd)

c. Method of Apply Rates:

(1) Dial Station

DAY RATE

<u>RATE MILEAGE</u>	<u>INITIAL 1-MINUTE</u>	<u>EACH ADDITIONAL MINUTE</u>
13-16	\$0.1081	\$0.0664
17-20	0.1081	0.0664
21-25	0.1290	0.1081
26-30	0.1290	0.1081
31-40	0.1290	0.1081
41-50	0.1394	0.1185
51-70	0.1394	0.1185
71+	0.1394	0.1290

EVENING RATE

<u>RATE MILEAGE</u>	<u>INITIAL 1-MINUTE</u>	<u>EACH ADDITIONAL MINUTE</u>
13-16	\$0.0865	\$0.0531
17-20	0.0865	0.0531
21-25	0.1032	0.0865
26-30	0.1032	0.0865
31-40	0.1032	0.0865
41-50	0.1115	0.0948
51-70	0.1115	0.0948
71+	0.1115	0.1032

5. ADVANTAGE 50 AND ADVANTAGE 1000 (Business) (cont'd)

E. RATES AND CHARGES (cont'd)

1. Advantage 50 (cont'd)

c. Method of Apply Rates: (cont'd)

(1) Dial Station (cont'd)

	<u>NIGHT/WEEKEND RATE</u>	
<u>RATE</u> <u>MILEAGE</u>	<u>INITIAL</u> <u>1-MINUTE</u>	<u>EACH ADDITIONAL MINUTE</u>
13-16	\$0.0649	\$0.0398
17-20	0.0649	0.0398
21-25	0.0774	0.0649
26-30	0.0774	0.0649
31-40	0.0774	0.0649
41-50	0.0836	0.0711
51-70	0.0836	0.0711
71+	0.0836	0.0774

- 5. ADVANTAGE 50 AND ADVANTAGE 1000 (Business) (cont'd)
 - E. RATES AND CHARGES (cont'd)
 - 1. Advantage 50 (cont'd)
 - c. Method of Apply Rates: (cont'd)
 - (2) Reserved

(C)
(D)

(D)

- 5. ADVANTAGE 50 AND ADVANTAGE 1000 (Business) (cont'd)
 - E. RATES AND CHARGES (cont'd)
 - 1. Advantage 50 (cont'd)
 - c. Method of Apply Rates: (cont'd)
 - (2) Reserved (cont'd)

(C)
(D)

(D)

5 ADVANTAGE 50 AND ADVANTAGE 1000 (Business) (cont'd)

E. RATES AND CHARGES (cont'd)

2. Advantage 1000

a. Option 1A

	<u>Billed Usage</u>	<u>Discount Rate</u>
(1)	\$0.01 - \$1000.00	30%
(2)	\$1000.01 - \$5000.00	40%
(3)	\$5000.01+	50%

b. Option 2A

<u>Hourly Rate</u>	<u>Billed Hourly Usage</u>	<u>Discount Rate</u>
\$5.45 per hour of usage	(1) \$0.01 - \$1000.00	30%
	(2) \$1000.01 - \$5000.00	40%
	(3) \$5000.01+	50%

c. Option 1B

	<u>Billed Usage</u>	<u>Discount Rate</u>
(1)	\$0.01 - \$1000.00	30%
(2)	\$1000.01 - \$5000.00	40%
(3)	\$5000.01+	50%

d. Option 2B

<u>Hourly Rate</u>	<u>Billed Hourly Usage</u>	<u>Discount Rate</u>
\$5.45 per hour of usage	(1) \$0.01 - \$1000.00	30%
	(2) \$1000.01 - \$5000.00	40%
	(3) \$5000.01+	50%

Illustrative Only

Option 1A, 1B, 2A and 2B

a. \$7,500.00 or 1,304.4 hours = Applicable total message toll usage billed.

(C)
(D)

- b. \$1000.00 @ 30% discount = \$300.00
- c. \$4000.00 @ 40% discount = \$1600.00
- d. \$2500.00 @ 50% discount = \$1250.00
- e. Total discounted amount = \$3150.00

5. ADVANTAGE 50 AND ADVANTAGE 1000¹ (Business) (cont'd)
 E. RATES AND CHARGES (cont'd)
 2. Advantage 1000¹ (cont'd)

			Installation	Monthly	USOC
			<u>Charge</u>	<u>Rate</u>	
Advantage	1000 ¹	Option 1A	NO	\$28.50	BPLP3
Advantage	1000 ¹	Option 1B ²	NO	28.50	BPLP3
Advantage	1000 ¹	Option 2A	NO	28.50	BPLH3
Advantage	1000 ¹	Option 2B ²	NO	28.50	BPLH3

NOTE 1: Frozen/Grandfathered Service – This term applies to an obsolete and/or outdated service the Company no longer wishes to provide.

NOTE 2: See D.18 preceding.

5 ADVANTAGE 50 AND ADVANTAGE 1000 (Business) (cont'd)
E. RATES AND CHARGES (cont'd)
2. Advantage 1000 (cont'd)

c. Method of Applying Rates:

(1) Dial Station - Option 1A, 2A

<u>DAY RATE</u>		
<u>RATE</u> <u>MILEAGE</u>	<u>INITIAL</u> <u>18 SECONDS</u>	<u>EACH ADDITIONAL</u> <u>6 SECONDS</u>
13-16	\$0.0241	\$0.0081
17-20	0.0241	0.0081
21-25	0.0345	0.0115
26-30	0.0345	0.0115
31-40	0.0345	0.0115
41-50	0.0376	0.0125
51-70	0.0376	0.0125
71+	0.0397	0.0133

<u>EVENING RATE</u>		
<u>RATE</u> <u>MILEAGE</u>	<u>INITIAL</u> <u>18 SECONDS</u>	<u>EACH ADDITIONAL</u> <u>6 SECONDS</u>
13-16	\$0.0192	\$0.0064
17-20	0.0192	0.0064
21-25	0.0276	0.0092
26-30	0.0276	0.0092
31-40	0.0276	0.0092
41-50	0.0301	0.0101
51-70	0.0301	0.0101
71+	0.0318	0.0106

- 5. ADVANTAGE 50 AND ADVANTAGE 1000 (Business) (cont'd)
 - E. RATES AND CHARGES (cont'd)
 - 2. Advantage 1000 (cont'd)
 - c. Method of Applying Rates (cont'd)
 - (1) Dial Station - Option 1A, 2A (cont'd)

	<u>NIGHT/WEEKEND RATE</u>	
<u>RATE MILEAGE</u>	<u>INITIAL 18 SECONDS</u>	<u>EACH ADDITIONAL 6 SECONDS</u>
13-16	\$0.0144	\$0.0048
17-20	0.0144	0.0048
21-25	0.0207	0.0069
26-30	0.0207	0.0069
31-40	0.0207	0.0069
41-50	0.0226	0.0075
51-70	0.0226	0.0075
71+	0.0238	0.0080

- 5. ADVANTAGE 50 AND ADVANTAGE 1000 (Business) (cont'd)
 - E. RATES AND CHARGES (cont'd)
 - 2. Advantage 1000 (cont'd)
 - c. Method of Applying Rates (cont'd)
 - (2) Reserved

(C)
(D)

(D)

5. ADVANTAGE 50 AND ADVANTAGE 1000 (Business) (cont'd)

E. RATES AND CHARGES (cont'd)

2. Advantage 1000 (cont'd)

c. Method of Applying Rates (cont'd)

(2) Reserved (cont'd)

(C)

(D)

(D)

5. ADVANTAGE 50 AND ADVANTAGE 1000 (Business) (cont'd)

E. RATES AND CHARGES (cont'd)

2. Advantage 1000 (cont'd)

c. Method of Applying Rates: (cont'd)

(3) Dial Station - Option 1B, 2B

DAY RATE

<u>RATE INITIAL MILEAGE</u>	<u>EACH ADDITIONAL 18 SECONDS</u>	<u>6 SECONDS</u>
13-16	\$0.0241	\$0.0081
17-20	0.0241	0.0081
21-25	0.0345	0.0115
26-30	0.0345	0.0115
31-40	0.0345	0.0115
41-50	0.0376	0.0125
51-70	0.0376	0.0125
71+	0.0397	0.0133

EVENING RATE

<u>RATE INITIAL MILEAGE</u>	<u>EACH ADDITIONAL 18 SECONDS</u>	<u>6 SECONDS</u>
13-16	\$0.0192	\$0.0064
17-20	0.0192	0.0064
21-25	0.0276	0.0092
26-30	0.0276	0.0092
31-40	0.0276	0.0092
41-50	0.0301	0.0101
51-70	0.0301	0.0101
71+	0.0318	0.0106

- 5. ADVANTAGE 50 AND ADVANTAGE 1000 (Business) (cont'd)
 - E. RATES AND CHARGES (cont'd)
 - 2. Advantage 1000 (cont'd)
 - c. Method of Applying Rates:(cont'd)
 - (3) Dial Station - Option 1B, 2B (cont'd)

<u>RATE INITIAL</u> <u>MILEAGE</u>	<u>NIGHT/WEEKEND RATE</u>	
	<u>EACH ADDITIONAL</u> <u>18 SECONDS</u>	<u>6 SECONDS</u>
13-16	\$0.0144	\$0.0048
17-20	0.0144	0.0048
21-25	0.0207	0.0069
26-30	0.0207	0.0069
31-40	0.0207	0.0069
41-50	0.0226	0.0075
51-70	0.0226	0.0075
71+	0.0238	0.0080

5 ADVANTAGE 50 AND ADVANTAGE 1000 (Business) (cont'd)

E. RATES AND CHARGES (cont'd)

2. Advantage 1000 (cont'd)

c. Method of Applying Rates: (cont'd)

(4) Reserved

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- 5. ADVANTAGE 50 AND ADVANTAGE 1000 (Business) (cont'd)
 - E. RATES AND CHARGES (cont'd)
 - 2. Advantage 1000 (cont'd)
 - c. Method of Applying Rates: (cont'd)
 - (4) Reserved (cont'd)

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5. ADVANTAGE 50 AND ADVANTAGE 1000 (Business) (cont'd)

E. RATES AND CHARGES (cont'd)

2. Advantage 1000 (cont'd)

c. Method of Applying Rates: (cont'd)

(5) Advantage 1000 Term Discount (Term Discount)

Term Discounts allow Advantage 1000 customers to subscribe to a discount plan which includes:

- a discount on direct dialed toll charges for a fixed term in 12 month, 24 month or 36 month increments. (C)
- (a) The customer must sign a Term Discount Agreement Form No. UE0049 contained in Guidebook, Part 2, Section 2. The monthly discounts will be in effect the following bill round after the agreement is executed, signed and received.
- (b) Customers subscribing to multiple Term Discounts must sign an agreement for each plan.
- (c) Each customer location must qualify for and subscribe to Advantage 1000 to qualify for Term Discount.
- (d) Customers must commit to one of the three monthly usage commitment options listed in K. following.
- (e) Selection of one of the net monthly usage commitment options creates a corresponding minimum monthly billed usage commitment.
- (f) Customer must average monthly usage requirement over a 12-month period.
- (g) Changes to the length of the Term Discount prior to the expiration of the customer's initial agreement are permitted, provided:
 - the customer's initial term agreement must be terminated and a new agreement entered into.
 - the new term agreement must be equal to a greater period or equal to the same, greater or the longest period allowable under another applicable Guidebook, than initially selected.

5. ADVANTAGE 50 AND ADVANTAGE 1000 (Business) (cont'd)

E. RATES AND CHARGES (cont'd)

2. Advantage 1000 (cont'd)

c. Method of Applying Rates: (cont'd)

(5) Advantage 1000 Term Discount (Term Discount) (cont'd)

- (h) If a customer terminates an agreement prior to its expiration or failed to meet the monthly usage requirement over a 12-month period, they will be billed the amount of the term discount received up to the last 12-month period plus a penalty equal to 10% of that amount.
- (i) Minimum usage is determined by the amount of Advantage 1000 qualified non-discounted usage for a BTN.
- (j) Term Discounts apply after Option 1A, 1B and Option 2A, 2B discounts of Advantage 1000 have been applied.
- (k) Term Discounts apply at the BTN level.

<u>MONTHLY USAGE COMMITMENT</u>	<u>MONTHLY MINIMUM USAGE BILLED</u>	<u>12 MO.</u>	<u>USOC</u>
\$ 50	\$ 50	3.0%	TERM1
\$ 500	\$ 50	3.5%	TERM4
\$1,000	\$1,000	4.0%	TERM7
<u>24 MO.</u>			
\$ 50	\$ 50	4.0%	TERM2
\$ 500	\$ 500	4.5%	TERM5
\$1,000	\$1,000	20.0%	TERM8
<u>36 MO.</u>			
\$ 50	\$ 50	5.0%	TERM3
\$ 500	\$ 500	5.5%	TERM6
\$1,000	\$1,000	25.0%	TERM9

- (l) If a customer meets a monthly minimum of \$50.00 Advantage 1000 usage per BTN, the Company will waive the monthly recurring charge for Value Promise SM Advantage 1000 per eligible BTN.

6. ADVANTAGE 25 (Business)

A. DESCRIPTION

Advantage 25 provides special rates on the intraLATA directly dialed local toll calls. Calls are measured in 6 second increments with a 30 second minimum.

If the Advantage 25 customer agrees to a One Year or Two Year term commitment, agrees to a minimum monthly billed amount, and fulfills the other terms and conditions of this product offering, then they will receive the special rates. Advantage 25 is also available for resale.

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B. REGULATIONS

- 1.. Customers on Advantage 25 commit to a minimum monthly billed amount on the usage that is specially rated.
- 2.. There is a 30-day grace period, during which the customer may cancel Advantage 25 with no penalty, starting on the order taken date. After the grace period, an acceleration of the minimum monthly billing applies if the customer cancels the service.
3. A change from a One Year Term to a Two Year Term is allowed without acceleration. A customer may also change from Advantage 25 to a permanent calling plan or a promotional offer without acceleration as long as the new term commitment on the new plan or promotional offer is equal to or greater than the term commitment that was on Advantage 25. If the term commitment on the new plan is shorter than the term on Advantage 25, then the acceleration will apply.
- 4.. Customers will be notified of their Advantage 25 term expiration approximately 30 days before their term expires. At such time, the customer will have the option of (1) discontinuing Advantage 25 and it will be removed from the account on the expiration date, or (2) renew the term commitment on Advantage 25 for a new period which starts on the date, and is equal to the length, of the expiring term. Should the customer wish to renew the Advantage 25 term, no action is required on their part; the term will be automatically renewed. The 30-day grace period applies to the new term, starting on the renewal date.

5 ADVANTAGE 25 (Business) (cont'd)
B. REGULATIONS (cont'd)

- 5. An oral application from a customer to subscribe, add or make changes to the Advantage 25 service will be accepted. Eligibility for this service is based on the following conditions: (1) This service will not be available to customers with Foreign Exchange or PBX Basic Services; (2) customers on a custom contract or a G.O.96-A contract are not eligible.
- 6. This service will be valid when a customer moves, supersedes, changes the billing number, transfers service, or changes billing name, as long as the billed telephone number in the Universal customer address otherwise maintains the terms and conditions of this offer.

C. RATES AND CHARGES

1. Term Commitment and Monthly Minimum Billing

	Monthly Recurring	Installation Charge	Minimum Billing ¹	USOC
One Year Term	NO	NO	\$25.00	V25T1
Two Year Term	NO	NO	\$25.00	V25T2

NOTE 1: Minimum toll usage requirement. If usage is less per month than the stated amount, then the minimum billing amount will be applied.

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6. ADVANTAGE 25 (Business) (cont'd)
C. RATES AND CHARGES (cont'd)

2. Direct Dial Toll Rates

	TIME OF DAY RATE PERIOD	MILEAGE BAND	INITIAL 30 SECOND RATE ^{1/}	EACH ADDITIONAL 6 SECONDS ^{2/}	(C)
One Year Term	All Hours	N/A	\$.0300	\$.0060	
Two Year Term	All Hours	N/A	\$.0280	.0056	

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NOTE 1: Minimum billing.
NOTE 2: Fractional amounts are rounded to the next 6 second increment.

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6. ADVANTAGE 25 (Business) (cont'd)

D. ACCELERATION OF TERM COMMITMENT

1. Acceleration of Term Commitment

	Charge for Each Remaining Full Month of the Term Commitment is the Monthly Minimum Billing Amount
One Year Term	\$25.00
Two Year Term	25.00

7. ADVANTAGE 5 (Business)

A. DESCRIPTION

Advantage 5 provides special rates on the intraLATA directly dialed local toll calls. Those calls are measured in 6 second increments with a 30 second minimum. If the Advantage 5 customer agrees to a One Year or Two Year term commitment, agrees to a minimum monthly billed amount, and fulfills the other terms and conditions of this product offering, then they will receive the special rates. Advantage 5 is also available for resale.

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B. REGULATIONS

1. Customers on Advantage 5 commit to a minimum monthly billed amount on the usage that is specially rated.
2. There is a 30-day grace period, during which the customer may cancel Advantage 5 with no penalty, starting on the order taken date. After the grace period, an early termination fee applies if the customer cancels the service.
3. A change from a One Year Term to a Two Year Term is allowed without application of the early termination fee. A customer may also change from Advantage 5 to a permanent calling plan or a promotional offer without the early termination fee as long as the new term commitment on the new plan or promotional offer is equal to or greater than the term commitment that was on Advantage 5. If the term commitment on the new plan is shorter than the term on Advantage 5, then the early termination fee will apply.
4. Customers will be notified of their Advantage 5 term expiration approximately 30 days before their term expires. At such time, the customer will have the option of (1) discontinuing Advantage 5 and it will be removed from the account on the expiration date, or (2) renew the term commitment on Advantage 5 for a new period which starts on the date, and is equal to the length of the expiring term. Should the customer wish to renew the Advantage 5 term, no action is required on their part; the term will be automatically renewed. The 30-day grace period applies to the new term, starting on the renewal date.

7. ADVANTAGE 5 (Business) (cont'd)

B. REGULATIONS (cont'd)

- 5. An oral application from a customer to subscribe, add or make changes to the Advantage 5 service will be accepted. Eligibility for this service is based on the following conditions: (1) This service will not be available to customers with Foreign Exchange; (2) customers on a custom contract or a G.O.96-A contract are not eligible.
- 6. This service will be valid when a customer moves, supersedes, changes the billing number, transfers service, or changes billing name, as long as the billed telephone number in the Universal customer address otherwise maintains the terms and conditions of this offer.

C. RATES AND CHARGES

1. Term Commitment and Monthly Minimum Billing

	Monthly Recurring	Installation Charge	Minimum Billing ¹	USOC
One Year Term	NO	NO	\$4.75	AD5T1
Two Year Term	NO	NO	\$4.75	AD5T2

NOTE 1: Minimum toll and calling card usage requirement. If usage is less per month than the stated amount, then the minimum billing amount will be applied.

7. ADVANTAGE 5 (Business) (cont'd)
C. RATES AND CHARGES (cont'd)

2. Direct Dial Toll Rates

	Time of Day Rate Period	Mileage Band	Initial 30 Second Rate ^{1/}	Each Additional 6 Seconds ^{2/}
One Year Term	All Hours	N/A	\$.0318	\$.0064
Two Year Term	All Hours	N/A	\$.0299	\$.0060

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D. EARLY TERMINATION FEE

1. Early Termination Fee

	Charge for Each Remaining Full Month of the Term Commitment is the Monthly Minimum Billing Amount
One Year Term	\$4.75
Two Year Term	\$4.75

NOTE 1: Minimum billing.

NOTE 2: Fractional amounts are rounded to the next 6 second increment.

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8. ADVANTAGE 10 (Business)

A. DESCRIPTION

Advantage 10 provides special rates on the intraLATA directly dialed local toll calls. Those calls are measured in 6 second increments with a 30 second minimum. If the Advantage 10 customer agrees to a One Year or Two Year term commitment, agrees to a minimum monthly billed amount, and fulfills the other terms and conditions of this product offering, then they will receive the special rates. Advantage 10 is also available for resale.

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B. REGULATIONS

1. Customers on Advantage 10 commit to a minimum monthly billed amount on the usage that is specially rated.
2. There is a 30-day grace period, during which the customer may cancel Advantage 10 with no penalty, starting on the order taken date. After the grace period, an early termination fee applies if the customer cancels the service.
3. A change from a One Year Term to a Two Year Term is allowed without application of the early termination fee. A customer may also change from Advantage 10 to a permanent calling plan or a promotional offer without the early termination fee as long as the new term commitment on the new plan or promotional offer is equal to or greater than the term commitment that was on Advantage 10. If the term commitment on the new plan is shorter than the term on Advantage 10, then the early termination fee will apply.
4. Customers will be notified of their Advantage 10 term expiration approximately 30 days before their term expires. At such time, the customer will have the option of (1) discontinuing Advantage 10 and it will be removed from the account on the expiration date, or (2) renew the term commitment on Advantage 10 for a new period which starts on the date, and is equal to the length of the expiring term. Should the customer wish to renew the Advantage 10 term, no action is required on their part; the term will be automatically renewed. The 30-day grace period applies to the new term, starting on the renewal date.

8. ADVANTAGE 10 (Busines) (cont'd)
B. REGULATIONS (cont'd)

- 5. An oral application from a customer to subscribe, add or make changes to the Advantage 10 service will be accepted. Eligibility for this service is based on the following conditions: (1) This service will not be available to customers with Foreign Exchange; (2) customers on a custom contract or a G.O.96-A contract are not eligible.
- 6. This service will be valid when a customer moves, supersedes, changes the billing number, transfers service, or changes billing name, as long as the billed telephone number in the Universal customer address otherwise maintains the terms and conditions of this offer.

C. RATES AND CHARGES

1. Term Commitment and Monthly Minimum Billing

	Monthly Recurring	Installation Charge	Mimimum Billing ¹	USOC
One Year Term	NO	NO	\$9.50 (R)	ADTT1
Two Year Term	NO	NO	\$9.50 (R)	ADTT2

NOTE 1: Minimum toll and calling card usage requirement. If usage is less per month than the stated amount, then the minimum billing amount will be applied.

8. ADVANTAGE 10 (Business) (cont'd)
C. RATES AND CHARGES (cont'd)

2. Direct Dial Toll Rates

	Time of Day Rate Period	Mileage Band	Initial 30 Second Rate ^{1/}	Each Additional 6 Seconds ^{2/}
One Year Term	All Hours	N/A	\$.0308	\$.0062
Two Year Term	All Hours	N/A	\$.0289	\$.0058

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D. EARLY TERMINATION FEE

1. Early Termination Fee

	Charge for Each Remaining Full Month of the Term Commitment is the Monthly Minimum Billing Amount
One Year Term	\$9.50
Two Year Term	\$9.50

NOTE 1: Minimum billing.

NOTE 2: Fractional amounts are rounded to the next 6 second increment.

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9. FLAT RATE PRO FOR BUSINESS - OPTION 1 (FLAT RATE PRO 1)**A. DESCRIPTION**

Flat Rate Pro for Business - Option 1, offers postalized intraLATA usage rates to business customers based on term and monthly volume commitments. The postalized rate will be applied to all intraLATA usage including: Local, Zone 3, Local Toll, and Custom 8 usage.

B. REGULATIONS

1. Flat Rate Pro for Business - Option 1 is not available on residence exchange lines or on Centrex dormitory lines.
2. Flat Rate Pro for Business - Option 1 rates are provided to the Company's customer only and shall not be used for any purpose for which a payment or other compensation shall be received by the customer from any other person, firm, or corporation for such use.
3. Conference calls and any other calls requiring operator handling are not included and will be billed at the regular message toll rates applicable. Only California intraLATA calls are included. (C)
4. These rates are applicable to Flat Rate Pro for Business - Option 1 only and do not apply to any other Company offered plans.
5. Flat Rate Pro for Business - Option 1 is only available on billing telephone numbers (BTNs) billed to the customer of record.
6. Flat Rate Pro for Business - Option 1 is not available on Basic 8, Easy 8, 900^{/1/}, or Private Line Services.
7. The customer will receive one second billing with an eighteen second minimum on all Zone 3, and Local Toll calls. Custom 8 usage will be billed in 1/1,000 of an hour increments with no minimum.
8. A termination charge will apply when a customer chooses to cancel their Flat Rate Pro Option - 1 calling plan prior to the termination date.

^{/1/} California 900 and California 976 services withdrawn effective November 1, 2010.

9. FLAT RATE PRO FOR BUSINESS - OPTION 1 (FLAT RATE PRO 1) (cont'd)**B. REGULATIONS (cont'd)**

9. Eligible calls for Flat Rate Pro 1 must be within the Company's Service Area.
10. Calls will be rated without sensitivity to time of day or distance.
11. Customers must commit to a 12 or 24-month commitment in writing.
12. The 12 or 24-month commitment remains in force when the account(s) are moved, superseded, billing name changed, or billing number(s) changed. The new customer must agree to maintain the remainder of the current term or the outgoing customer will be charged the termination charge.
13. If the customer discontinues service prior to the end of the term agreement, the customer will pay the Company 83% of their current monthly fee times the number of months remaining on the term agreement.
14. Customer must maintain all of their BTNs in the Flat Rate Pro 1 calling plan to remain in compliance with the Guidebook.
15. The Custom 8 installation charge and monthly recurring charges will be waived for Flat Rate Pro 1 customers. All other applicable regulations, rates and charges for Custom 8 service will apply. (Guidebook Part 8, Section 8.) If the customer discontinues service prior to the end of the agreement, the customer will pay the Company the amount of the waived charges, i.e., installation charges and the monthly recurring charges.
16. Term commitments will automatically be renewed at the end of the customers current commitment. Customers will have a 30-day grace period after the new term begins to cancel the new term without incurring any penalties.
17. Customers will be notified 30 days prior to the term expiration date that their term agreement will automatically be renewed with the same minimum monthly usage commitment and for the same term commitment unless the Company is notified by the customer.

9. FLAT RATE PRO FOR BUSINESS - OPTION 1 (FLAT RATE PRO 1) (cont'd)

C. TERMINATION FEES

1. Flat Rate Pro for Business - Option 1

The termination charge is determined by multiplying the remaining months on the term plan times 83% of the minimum monthly fee for the block and term selected by the customer.

D. RATES AND CHARGES

Charges apply to all completed calls. The charges for Flat Rate Pro 1 calls are applied on a per call basis.

One Year Term

Two Year Term

Block	Minimum Monthly Block	Rate Per Minute	Minimum Monthly Charge	Rate Per Minute	Minimum Monthly Charge
1	10,000	\$.037	\$ 370.00	\$.034	\$ 340.00
2	50,000	.035	1,750.00	.032	1,600.00
3	100,000	.033	3,300.00	.030	3,000.00
4	150,000	.031	4,650.00	.028	4,200.00

10. FLAT RATE PRO FOR BUSINESS - OPTION 2 (FLAT RATE PRO 2)**A. DESCRIPTION**

Flat Rate Pro for Business - Option 2, offers postalized intraLATA usage rates to business customers based on term and monthly volume commitments. Flat Rate Pro 2 offers one flat rate per minute for local calls and a different flat rate per minute for all other eligible calls: Zone 3, Local Toll, and Custom 8 calls.

B. REGULATIONS

1. Flat Rate Pro for Business - Option 2 is not available on residence exchange lines or on Centrex dormitory lines.
2. Flat Rate Pro for Business - Option 2 rates are provided to the Company's customer only and shall not be used for any purpose for which a payment or other compensation shall be received by the customer from any other person, firm, or corporation for such use.
3. Conference calls and any other calls requiring operator handling are not included and will be billed at the regular message toll rates applicable. Only California intraLATA calls are included. (C)
4. These rates are applicable to Flat Rate Pro for Business - Option 2 only and do not apply to any other Company offered plans.
5. Flat Rate Pro for Business - Option 2 is only available on billing telephone numbers (BTNs) billed to the customer of record.
6. Flat Rate Pro for Business - Option 2 is not available on Basic 8, Easy 8, 900^{/1/}, or Private Line Services.
7. The customer will receive one second billing with an eighteen second minimum on all Zone 3 and Local Toll calls. Custom 8 usage will be billed in 1/1,000 of an hour increments with no minimum.
8. A termination charge will apply when a customer chooses to cancel their Flat Rate Pro Option - 2 calling plan prior to the termination date.

/1/ California 900 and California 976 services withdrawn effective November 1, 2010.

10. FLAT RATE PRO FOR BUSINESS - OPTION 2 (FLAT RATE PRO 2) (cont'd)

B. REGULATIONS (cont'd)

9. Eligible calls for Flat Rate Pro 2 must be within the Company's Service Area.
10. Calls will be rated without sensitivity to time of day.
11. Customers must commit to a 12 or 24-month commitment in writing.
12. The 12 or 24-month commitment remains in force when the account(s) are moved, superseded, billing name changed, or billing number(s) changed. The new customer must agree to maintain the remainder of the current term or the outgoing customer will be charged the termination charge.
13. If the customer discontinues service prior to the end of the term agreement, the customer will pay the Company 83% of their current monthly fee times the number of months remaining on the term agreement.
14. Customer must maintain all of their BTNs in the Flat Rate Pro 2 calling plan to remain in compliance with the Guidebook.
15. The Custom 8 installation charge and monthly recurring charges will be waived for Flat Rate Pro 2 customers. All other applicable regulations, rates and charges for Custom 8 service will apply. Guidebook Part 8, Section 8) If the customer discontinues service prior to the end of the agreement, the customer will pay the Company the amount of the waived charges, i.e., installation charges and monthly recurring charges.
16. Term commitments will automatically be renewed at the end of the customer's current commitment. Customers will have a 30-day grace period after the new term begins to cancel the new term without incurring any penalties.
17. Customers will be notified 30 days prior to the term expiration date that their term agreement will automatically be renewed with the same minimum monthly usage commitment and for the same term commitment unless the Company is notified by the customer.

10. FLAT RATE PRO FOR BUSINESS - OPTION 2 (FLAT RATE PRO 2) (cont'd)

C. TERMINATION FEES

1. Flat Rate Pro for Business - Option 2

The termination charge is determined by multiplying the remaining months on the term plan times 83% of the minimum monthly fee for the block and term selected by the customer.

D. RATES AND CHARGES

Charges apply to all completed calls. The charges for Flat Rate Pro 2 calls are applied on a per call basis.

One Year Term

Two Year Term

Block	Minimum Monthly Block	Rate Per Minute For Local	Rate Per Minute for Non-Local	Minimum Monthly Charge	Rate Per Minute For Local	Rate Per Minute for Non-Local	Monthly Minimum Charge
1	10,000	\$.015	\$.062	\$ 385.00	\$.015	\$.057	\$ 360.00
2	50,000	.015	.060	1,875.00	.015	.053	1,700.00
3	100,000	.015	.058	3,650.00	.015	.050	3,250.00
4	150,000	.015	.056	5,325.00	.015	.048	4,725.00

11. VALUE PROMISESM - VOLUME DISCOUNTS (Business)

A. APPLICABILITY

Applicable to all subscribers of Value PromiseSM plans, furnished or made available by the Company over facilities wholly within a service area.

B. Description of Service

Volume Discounts is an optional feature that is offered to all customers who subscribe to either Option 1 or 2 of Advantage 50 or Advantage 1000. It allows customers to have additional discounts once specified volumes of usage have been met. additional discounts based on volumes of usage are applied to the undiscounted amount and appear at the BTN level. Nothing herein prevents joint use as permitted in the Company's Guidebook.

C. Regulations

1. Volume Discounts are available to billed telephone numbers (BTNs) that subscribe to Advantage 50 or Advantage 1000.
2. A single customer may have unlimited BTNs for Advantage 50 and Advantage 1000.

11. VALUE PROMISESM - VOLUME DISCOUNTS (Business) (Cont'd)

C. REGULATIONS (cont'd)

3. A BTN associated with a usage contract is not eligible for Volume Discounts.
4. Volume Discounts apply at the single BTN level when volume thresholds are met.
5. Volume Discounts are credited at the individual BTN level.

11. VALUE PROMISESM - VOLUME DISCOUNTS (Business) (Cont'd)

D. RATES AND CHARGES (cont'd)

1. Advantage 50 Volume Discounts ^{/1/} (C)

<u>BILLED USAGE THRESHOLD</u>	<u>DISCOUNT RATE</u>
\$2,500.00	5%
\$7,500.01	10%

2. Advantage 1000 Volume Discounts ^{/1/} (C)

<u>BILLED USAGE THRESHOLD</u>	<u>DISCOUNT RATE</u>
\$2,500.00	5%
\$7,500.01	10%

Illustrative Only

Advantage 50

A single BTN with \$2,750 of message toll usage receives the following discounts: (C)

- a. \$2,750.00 = Applicable total message toll^{/2/} usage (C)
- b. \$947.50 = Discounted from Advantage 50
- c. \$1,802.50 = Balance of usage not previously discounted (a-b)
- d. \$90.13 = 5% Volume Discount (c x 0.05)
- e. \$1,037.63 = Total discounted amount (b+d)
- f. \$1,712.37 = Customer's billed message toll usage (c-d) (C)

Advantage 1000

A single BTN with \$8,000 of message toll^{/2/} usage receives the following discounts: (C)

- a. \$8,000.00 = Applicable total message toll (C)
- b. \$3,400.00 = Discounted from Advantage 1000
- c. \$4,600.00 = balance of usage not previously discounted (a-b)
- d. \$460.00 = 10% Volume Discount (c x 0.10)
- e. \$3,860.00 = Total discounted amount (b+d)
- f. \$4,140.00 = Customer's billed message toll usage(c-d) (C)

/1/ Volume discounts are applied to the balance of usage after discounted by Advantage 50 or Advantage 1000.

/2/ Also known as Local Toll.

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/1/ Material now appears in Part 20, Section 9, Sheet 36.

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/1/ Material now appears in Part 20, Section 9, Sheet 37.

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/1/ Material now appears in Part 20, Section 9, Sheet 38.

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/1/ Material now appears in Part 20, Section 9, Sheet 26.

(C)

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/1/ Material now appears in Part 20, Section 9, Sheet 27.

(C)

/1/

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/1/ Material now appears in Part 20, Section 9, Sheet 28.

(N)

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/1/ Material now appears in Part 20, Section 9, Sheet 29.

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/1/ Material now appears in Part 20, Section 9, Sheet 30.

(C)

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/1/ Material now appears in Part 20, Section 9, Sheet 31.

(C)

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/1/ Material now appears in Part 20, Section 9, Sheet 32.

(C)

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/1/ Material now appears in Part 20, Section 9, Sheet 33.

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/1/ Material now appears in Part 20, Section 9, Sheet 34.

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/1/ Material now appears in Part 20, Section 9, Sheet 35.

(C)

18. RESERVED

(C)

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/1/ Material now appears on Sheet 18 in Part 20, Section 9 of this Guidebook.

(N)

18. RESERVED (Cont'd)

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/1/ Material now appears on Sheet 18 in Part 20, Section 9 of this Guidebook.
/2/ Material now appears on Sheet 19 in Part 20, Section 9 of this Guidebook.

(N)
(N)

18. RESERVED (Cont'd)

(C)

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/1/ Material now appears on Sheet 19 in Part 20, Section 9 of this Guidebook.

(N)

18. RESERVED (Cont'd)

(C)

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/1/ Material now appears on Sheet 19 in Part 20, Section 9 of this Guidebook.

(N)

18. RESERVED (Cont'd)

(C)

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/1/ Material now appears on Sheet 20 in Part 20, Section 9 of this Guidebook.

(N)