ISDN PRIME SERVICE

A. Description

ISDN (Integrated Services Digital Network) Prime is a competitive digital Business service in Access Areas A, B, and C that provides PBX equipment and host computer access to a wide variety of switched services. These switched services include Circuit Switched Voice (local calling, Message Toll Service, Wide Area Telephone Service (WATS), and Custom 800), and Circuit Switched Data. Each ISDN Prime will allow connection of the aforementioned services via a single central office connection. This service allows PBX equipment and host computer type devices to connect to central office services in bulk quantity, rather than on a line-by-line or service-by-service basis.

Each ISDN Prime connection provides access from a customer premises to the Company’s Circuit Switched Voice, and Circuit Switched Data services via a 1.544 Mbps Central Office Termination and a 1.544 Mbps Local Distribution Channel to the customer’s premises. The Local Distribution Channel must be an AT&T Illinois provided facility. It may be a DS1 Local Distribution Channel, ProtectPath 1.5, or part of a DS3, ProtectPath 45, OC-3, OC-12, or other suitable Company facility with Clear Channel Capability. The rates and charges for the channel are in addition to those for the ISDN Prime connection. The Central Office Connection is provided in base capacities of twenty-three 64 Kbps B Channels and one 64 Kbps D Channel (23B+D). The D Channel is used for out-of-band signaling and control of the B Channels. Where technology permits, D Channels can be shared by multiple ISDN Primes for the same customer. B Channels can be dedicated to each Circuit Switched Voice and Circuit Switched Data service by type or they can be shared among service types by using the call-by-call feature.

B. Definitions

B Channel
B Channel (Bearer Channel) is a 64 Kbps digital channel capable of transporting Circuit Switched Voice and Circuit Switched Data.

D Channel
D Channel (Delta Channel) is a 64 Kbps digital channel used to transport signaling and control information.

Out of Band Signaling
Out of Band Signaling is signaling that is separated from the channel carrying the Circuit Switched Voice and Data services.

Unlimited Local Usage
An optional local calling plan that provides a flat monthly rate for Unlimited Local Circuit Switched Voice and Circuit Switched Data usage.
ISDN PRIME SERVICE (cont’d)

C. Terms and Conditions

1. ISDN Prime is offered only from central offices where the Company has arranged facilities for such service. ISDN Prime may be extended to central offices within the same Local Access Transport Area (LATA) through the application of DS1, DS3, OC-3, OC-12 Service or other suitable Company services. This arrangement is not available in Independent Telephone Company serving areas.

2. The availability, functionality and capabilities of ISDN Prime Service features may vary based on the serving central office.

3. Customers selecting the Unlimited Local Usage option will pay a flat rated monthly charge for usage, rather than local Business Usage Service charges as described in Part 4, Section 2. The Unlimited Local Usage option applies only to local business Band A and Band B usage as defined in Part 4 Section 2. In addition, the Unlimited Local Usage option may not be combined with the Anytime Rate Calling Plan, CompleteLink, Saver Packs, SimpleLink, Usage Saver Plus, ValueLink Illinois, or any other optional calling plans and/or packages.

4. Combinations of local Business Usage Service and/or other optional usage plans or packages are not permitted on ISDN Prime service provided to the same customer of record and furnished at the same premise.

5. When an ISDN Prime subscriber is also the customer of record for the Company’s high speed transport services, the ISDN Prime customer may request provisioning of the ISDN Prime over their high speed transport service’s vacant bandwidth.

6. The same customer of record is required for both ISDN Prime and the associated Company facility. Sharing of common transport or ISDN Prime arrangements between multiple customers is not permitted.
D. Features

1. Standard Features

   Alternate Routing
   Allows a customer's incoming ISDN Prime traffic to be directed to a predetermined alternate route when all B Channels in the ISDN Prime trunk group are busy. The incoming traffic will be route advanced to another ISDN Prime Trunk Group or to an analog DID trunk group as long as the alternate route is within the same switch, is billed to the same customer of record, and is billed usage on the same rate basis. Calls may not route between trunk-side services and line-side services. All incoming calls will automatically alternate route on both an out of service and overflow basis to the alternate ISDN Prime Trunk Group or an analog DID trunk group. Multiple Alternate Routes may be linked together although the total number of Alternate Routes may be limited due to technical restrictions.

   Call by Call for Trunk Groups
   Allows the Circuit Switched Voice and Data services enabled on the ISDN Prime to share B Channels and arrange them as a single trunk group. This allows incoming and outgoing Circuit Switched Voice and Data calls to utilize B Channels on a call by call basis. Without this capability, each service will have a dedicated B Channel.

   Caller ID
   All calling numbers presented to the services working on ISDN Prime can be delivered to the customer’s CPE, including calls made to Direct Inward Dialing service numbers. This feature is optioned on a per-trunk group basis only and is offered in appropriately equipped central offices.

   Blocked Calling Party Number Identification will be delivered to certain qualifying customers as described in FCC Memorandum Opinion and Order, CC Docket No. 91-281, adopted January 4, 2002. Such customers must certify to AT&T compliance with the waiver order’s eligibility requirements.

   Clear Channel Capability
   The B Channels on the ISDN Prime are clear, since all signaling and control functions are handled by the D Channel. This allows all 64 kbps on each B Channel to be used for customer information over the ISDN Prime connection. Calls over the network may either by 56 kbps or 64 kbps depending on the public network in place between the ISDN Prime and the distant end of the call.

   D Channel Control of Multiple ISDN Primes
   Provides capability for a single D Channel to provide signaling and control for one or more ISDN Prime connections. The twenty-outgoing calls.
ISDN PRIME SERVICE (cont’d)

D. Features (cont’d)

1. Standard Features (cont’d)

   Dedicated Trunk Groups
   Allows all 23 channels (24 where technology permits), or a subset thereof, to be used as stand-alone Trunk Groups. Each channel is capable of handling incoming or outgoing Circuit Switched Voice, or Circuit Switched Data.

   Digital Voice Transmission
   All voice calls are transmitted using digital signaling.

   Direct Inward Dialing Signaling
   Permits incoming dialed calls from the exchange network to reach a specific number served by Customer Premises Equipment (CPE) without the assistance of an attendant. It also provides for the unique identification of the call based on digits sent to the CPE by the central office. The central office will out-pulse digits to the CPE which can further process the calls as desired.

   Equal Access for InterLATA Calling
   Allows the customer to pre-select an Interexchange Carrier for each Circuit Switched Voice or Circuit Switched Data Trunk Group. The Carrier designation can be changed for charges shown in Ameritech Operating Companies Access Service Tariff, F.C.C. No. 2, Section 4.2(C).

   PBX Station ID Capability
   Allows the station user’s number (calling party) to be transmitted over the ISDN Prime D Channel from Direct Inward Dialing equipped CPE PBXs that use ISDN Prime. This number is provided by the originating station and must have an associated Direct Inward Dialing number working in the central office.

2. Optional Features

   2 B Channel Transfer
   Allows the ISDN Prime to connect two calls, transfer the call together and then release the parties from the ISDN Prime.

   Backup D Channel Arrangement
   Provides backup for primary D Channel under those circumstances where multiple ISDN Primes share a single D Channel. A predetermined Channel on another ISDN Prime connection will automatically take over call signaling for Circuit Switched Voice and Data calls. The Backup D Channel arrangement is strongly recommended if three or more ISDN Primes are controlled by a single D Channel.

   Call By Call for FX
   Allows Foreign Exchange calls to be directed to and originated from ISDN Prime B Channels. This provides Call By Call Service selection for incoming and outgoing Circuit Switched and Private Facility services (National ISDN only).
ISDN PRIME SERVICE (cont’d)

D. Features (cont’d)

2. Optional Features (cont’d)

   Call By Call for Tie Lines
   Allows Tie Line calls to be directed to and originated from the ISDN Prime B Channels. This
   provides Call By Call Service selection for incoming and outgoing Circuit Switched and Private
   Facility services.

   Circular Hunt
   Circular Hunt is a switch feature that dynamically points each new call attempt to the next idle B
   Channel following the last channel either to have accepted a call or the last Channel to have
   attempted to place a call. Circular Hunt serves to evenly distribute traffic through all the B
   Channels in the Trunk Groups within the route list in a forward (ascending) circular fashion.

   ISDN Calling Name ID
   Allows ISDN Calling Name Identification with call control to send calling party information to ISDN
   Class II equipment.

   Network Name Display
   Allows the name of a station user calling over an ISDN Prime to be forwarded for display on a
   properly equipped customer-provided set. The terminating system may be in the same or a
   different central office.

   Network Ring Again
   Enables station users whose Digital PBX is connected to a central office by ISDN Prime to
   complete calls to a busy station line in another system without redialing. The system may be in
   the same or a different central office.

   Redirected Number
   Provides the Redirected Number (i.e., the directory number to which the call was last presented)
   to the Customer Premises Equipment, as well as the calling number in cases such as Call
   Forwarding. If, during the call establishment phase, the call is redirected to another Directory
   Number by Call Forwarding, both the calling party number and the Redirected Number are
   delivered to the called party. If a call is redirected multiple times, only the first and the last
   Redirected Numbers are delivered. Available where technical capabilities exist.

   Selective Class of Call Screening
   Allows the user, by means of Company Operator identification, to restrict outgoing calls to those
   which are charged to the called number or a third number.

   System Intercommunication Service
   Allows ISDN Prime B Channels to connect to a Centrex Business system or another ISDN Prime
   that originates in the same central office. This feature is offered on a per Trunk Group basis only.
ISDN PRIME SERVICE (cont’d)

E. Technical References

Customer-provided equipment compatibility requirements are listed in the ISDN Interface Specifications. The availability and functions of the features and capabilities may vary by serving central office. All customer-provided equipment used to interface with ISDN Prime is required to conform with the Technical Reference Specifications as used by the Company and found in Technical Reference:

<table>
<thead>
<tr>
<th>Subject</th>
<th>Technical Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ameritech ISDN Interface Specification</td>
<td>AM-TR-NIS-000068</td>
</tr>
</tbody>
</table>

These publications may be obtained from:

APEx Support Team
(734) 523-7348

F. Prices

1. Service Elements

<table>
<thead>
<tr>
<th>Description</th>
<th>Nonrecurring Charge</th>
<th>1 Month</th>
<th>12 Months</th>
<th>24 Months</th>
<th>36 Months</th>
<th>60 Months</th>
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<tr>
<td>ISDN Prime (Custom), each /ZPAZD/</td>
<td>$2,000.00</td>
<td>$5,364.00</td>
<td>$980.00</td>
<td>$860.00</td>
<td>$810.00</td>
<td>$750.00</td>
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<td>ISDN Prime (National), each /ZPQZD/</td>
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<td>980.00</td>
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<td>Backup “D” Channel, each /ZPBXD/</td>
<td>200.00</td>
<td>200.00</td>
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<td>120.00</td>
<td>115.00</td>
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<tr>
<td>Call By Call for FX, per trunk group /C2Q/</td>
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<td>17.00</td>
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<td>Call By Call for Tie Lines, per trunk group /C3Q/</td>
<td>75.00</td>
<td>75.00</td>
<td>25.00</td>
<td>25.00</td>
<td>20.00</td>
<td>17.50</td>
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</table>

/1/ Effective October 1, 2013, customers may not establish new term plans greater than 36 months for ISDN Prime, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.

/2/ Upon expiration of the TPP, if customer has not entered into a new TPP contract or term extension, or disconnected service, Monthly Extension rates will apply (see Paragraph F.3.b.4.(a).3). Monthly Extension rates are equal to one hundred fifty percent (150%) of the customer’s expiring contractual rate.
## ISDN PRIME SERVICE (cont’d)

### F. Prices (cont’d)

#### 1. Service Elements (cont’d)

<table>
<thead>
<tr>
<th>Description /Billing Code/</th>
<th>Nonrecurring Charge</th>
<th>1 Month</th>
<th>12 Months$^2/$</th>
<th>24 Months$^2/$</th>
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<tr>
<td>System Inter-Communication Service, per trunk group /ZCMCX/</td>
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<td>Circuit Switched Voice or Data /ZCMCX/</td>
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<td>Circular Hunt, per ISDN Prime /NZSPR/</td>
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<tr>
<td>Network Ring Again, per trunk group /ZRA/</td>
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<td>Network Name Display, per trunk group /ZNN/</td>
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<td>2 B Channel Transfer, per trunk group /2BTPG/</td>
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<td>Selective Class of Call Screening, per trunk group /HMBPG/</td>
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<td>Unlimited Local Usage, per ISDN Prime /UTW/</td>
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<td>1000.00</td>
<td>1000.00</td>
<td>1000.00</td>
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<tr>
<td>Changes and/or additions to an existing ISDN Prime, per occasion, per Prime /REA1F/</td>
<td>150.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

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/2/ Upon expiration of the TPP, if customer has not entered into a new TPP contract or term extension, or disconnected service, Monthly Extension rates will apply (see Paragraph F.3.b.4.(a).3). Monthly Extension rates are equal to one hundred fifty percent (150%) of the customer's expiring contractual rate.
F. Prices (cont’d)

2. Other Applicable Charges and Payments

The price structure for each ISDN Prime shall include charges for an ISDN Prime, including optional features, a Company-provided DS1 Service Local Distribution Channel and End User Common Line Charges (EUCL). These charges represent the physical components of the customer's service. WATS Service and Custom 800 Service are available over the ISDN Prime at their current charges. Calls will be subject to the Usage charges for the services provisioned on the Channels. Business Usage Service charges, as described in Part 4, Section 2 will apply to Local Service Area voice and Circuit Switched Data calls provisioned on the Channel. Toll charges will apply to calls outside the Local Service Area. Custom 800 and WATS Usage charges apply. Customers who choose the Unlimited Local Usage option will pay a monthly flat rated Unlimited Local Usage charge as described herein, in lieu of Band A and Band B Business Usage Service charges.

References:

<table>
<thead>
<tr>
<th>Service</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>DS1, DS3, OC-3, OC-12, ProtectPath 1.5 or ProtectPath 45 Service</td>
<td>Part 15, Section 3</td>
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<tr>
<td>DS3, OC-3, OC-12 Service</td>
<td>Ameritech Operating Companies Tariff, F.C.C. No. 2, Section 7</td>
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<tr>
<td>End User Common Line Charges(EUCL)</td>
<td>Ameritech Operating Companies Tariff, F.C.C. No. 2, Section 4.1.7</td>
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<tr>
<td>ITAC Supplemental Charge</td>
<td>Part 8, Section 9</td>
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<tr>
<td>Circuit Switched Voice Exchange Service</td>
<td>Part 4, Section 2</td>
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<tr>
<td>Circuit Switched Data Exchange Service</td>
<td>Part 4, Section 2</td>
</tr>
<tr>
<td>Wide Area Communications Service and Custom 800</td>
<td>Part 10, Section 1</td>
</tr>
<tr>
<td>Message Toll Service</td>
<td>Part 9, Section 1</td>
</tr>
</tbody>
</table>
ISDN PRIME SERVICE (cont’d)

F. Prices (cont’d)

3. Payment Plans

   a. Month to Month

   ISDN Prime is offered on a Month-to-Month basis. The provision of ISDN Prime Service on a
   Month-to-Month basis is dependent on the availability and capacity of Central Office facilities.
   Month-to-Month prices will be subject to Company-initiated price adjustments.

   b. Term Payment Plans

   ISDN Prime is offered under the Term Payment Plan (TPP) which allows the customer to pay
   for the service over a customer selected term payment plan. Customers may elect to
   subscribe to ISDN Prime service for an extended period under a TPP option which allows the
   customer to select a 12-, 24-, 36- or 60-month /1/ payment plan. During the length of the
   selected TPP, monthly prices for service elements ordered under the plan will automatically
   change (increase or decrease) as Company-initiated price changes become effective.
   However, under no circumstances will any price change cause the monthly price for those
   service elements to exceed the price that was in effect at the beginning of the selected TPP
   term. In addition to other terms and conditions of this Guidebook, the following apply to Term
   Payment Plans:

   1. Changes

   (a.) With the written permission of the Company, the obligation to pay the TPP charges
   may be assumed by another customer if the service has not been terminated and if
   the other customer intends to continue using the service at the present location and
   actually continues such use. Such assumption of service does not relieve or
   discharge the original customer from remaining jointly or severally liable with the
   transferee for any and all obligations existing at the time of the transfer.

   (b.) During a customer’s TPP term, conversion may be made to a new TPP term of the
   same or different length, if the expiration date for the new TPP is beyond the end of
   the current TPP. The new TPP becomes effective upon execution. Customers may
   also change from a Month-to-Month payment plan to a TPP. No credit for months
   under the previous TPP or under the Month-to-Month plan may be transferred to the
   new TPP. The customer incurs no liability for the remaining months on the current
   TPP, since the change is not considered a termination of service. The prices
   applicable for the new term are those currently in effect for new customers.

/1/ Effective October 1, 2013, customers may not establish new term plans greater than 36 months for
ISDN Prime, and existing term plans greater than 36 months may not be renewed or extended for a
term greater than 36 months.
ISDN PRIME SERVICE (cont’d)

F. Prices (cont’d)

3. Payment Plans (cont’d)
   b. Term Payment Plans (cont’d)/1/

2. Moves

   (a.) Change in the physical location (“Move”) of ISDN Prime service and the associated
       1.544 Mbps Local Distribution Channel (see paragraph A), which requires
       simultaneous service operation at both the current location (“Replaced Service”) and
       the new location (“New Service”), for a finite period of time (“Overlapping Service”) or
       which is accomplished through a coordinated disconnection of the Replaced Service
       and simultaneous connection of the New Service (“Flash Cut”), whether within the
       same serving central office or to a different serving central office, will not incur
       Termination Charges as a result of the Move, subject to the following conditions:

1. The customer retains the current contract term or converts to a new contract term
   having an expiration date which is beyond that of the current contract.

2. Nonrecurring Charges for the ISDN Prime, the associated 1.544 Mbps Local
   Distribution Channel and all other associated Service Elements apply. The
   customer will experience some down time on the ISDN Prime service during the
   physical Move of the transport element.

3. A Service Order must be placed for the New Service. If the customer retains the
   current contract, the Monthly Payments for the New Service will be equal to the
   Monthly Payments of the Replaced Service. If the customer converts to a new
   contract (see paragraph 1.), Monthly Payments for the ISDN Prime, the
   associated 1.544 Mbps Local Distribution Channel and all associated Service
   Elements, apply.

4. The New Service must be in a location where the Company provides ISDN Prime
   service pursuant to this Guidebook.

5. Upon moving the Replaced Service to the New Service, the Replaced Service
   contract will be modified to apply to the New Service, but will not otherwise be
   affected by the Move. The New Service will take the place of the Replaced
   Service for the remainder of the existing contract term, or the duration of the new
   contract term having an expiration date which is beyond that of the current
   contract (see paragraph 1.). Disconnection of the Replaced Service will not incur
   Termination Charges, except as noted in paragraph 7.

6. No lapse in billing will occur for Moves of service under a contract.

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ISDN Prime, and existing term plans greater than 36 months may not be renewed or extended for a
term greater than 36 months.
F. Prices (cont’d)

3. Payment Plans (cont’d)
   b. Term Payment Plans (cont’d)/1/

2. Moves (cont’d)
   (a.) (cont’d)

7. Any Optional Features and functions from the Replaced Service that are not re-established with the New Service at the time of the installation will be subject to applicable Termination Charges.

8. Any additions of Optional Features and functions made to the New Service under an existing contract that is retained will be treated as coterminous additions under the terms and conditions of that contract.

9. Any quantities of ISDN Prime Services in excess of the current quantity of the Replaced Service will be treated as new installations.

10. In the event of early termination of the New Service, the customer will be liable for any and all applicable Termination Charges.

11. Additionally, for Moves requiring Overlapping Service (only), the Move and subsequent disconnection of the Replaced Service must be completed within ninety (90) days of the New Service install date, or prior to expiration of the current contract term, whichever occurs first.

   (b.) At the option of the Company, and where technology and regulations permit, customers may elect to change the physical location of their ISDN Prime service to a different serving central office area, yet retain the ISDN Prime service out of the existing location by converting to Foreign Exchange (FX) service. Termination charges are not applicable when the customer retains the current TPP term or converts to a new TPP term having an expiration date which is beyond that of the current. Non-recurring charges for the redesign of the ISDN Prime service will apply. The customer will experience some down time on the ISDN Prime service during the physical move of the transport element.

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ISDN PRIME SERVICE (cont’d)

F. Prices (cont’d)

3. Payment Plans (cont’d)

b. Term Payment Plans (cont’d)

3. Conversions To and From Unlimited Local Usage Option

(a.) Customers may convert existing ISDN Prime service from local Business Usage Service billing to the Unlimited Local Usage option, however the current ISDN Prime TPP contract will be terminated. Termination charges are not applicable when the customer converts to a new TPP term having an expiration date which is beyond that of the current. Otherwise, Termination Charges will apply.

(b.) Customers may convert existing ISDN Prime service from the Unlimited Local Usage option to local Business Usage Service billing. Customers doing so may elect to retain their current TPP, or sign a new TPP contract. Customers retaining their current TPP will pay Termination charges on the Unlimited Local Usage rate element only. Termination charges are not applicable when the customer converts to a new TPP term having an expiration date which is beyond that of the current. Otherwise, termination charges will apply.

4. Options Available upon Term Payment Plan (TPP) Expiration

(a.) If the customer has a 12-, 24-, 36- or 60-Month TPP contract, the customer may:

1. At anytime during the TPP contract term or an existing term extension as provided in this paragraph, extend their TPP contract with the same rates, terms and conditions for an additional 12-, 24- or 36-months. Term extensions may include associated DS1 Local Distribution Channels (LDCs). However, term extensions as described herein are not available for 1.544 Mbps LDCs which are provided as part of a higher level facility (as described in paragraph A.). The availability of this term extension option at any time is subject to the Company’s right to discontinue or to otherwise change this option. Customers who exercise the term extension are not entitled to a different rate based on the overall term as extended (e.g., customers who initially have a 36-month TPP contract and extend it by an additional 24 months are not entitled to the rates allowed under a 60-month TPP). An extension will begin on the expiration date of the existing TPP contract or term extension. The customer will be required to sign an addendum to their TPP contract for each term extension.

Terms outlined in Paragraph F.3.b, disallowing any price change to cause the monthly price for contractual service elements to exceed the price that was in effect at the beginning of the selected TPP term, do not apply to TPP 12-, 24- or 36-month extension rates. AT&T reserves the right to change 12-, 24- or 36-month TPP extension rates (increase or decrease) at any time. Pursuant to applicable requirements, the Customer will be notified in advance of any price increases to their 12-, 24- or 36-month TPP contract extension rates.

During the 12-, 24- or 36-month term contract extension period(s), the customer may terminate the service, or any service components, at any service location on thirty (30) days’ notice without incurring Termination Charges.

/1/ Effective October 1, 2013, customers may not establish new term plans greater than 36 months for ISDN Prime, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.
ISDN Prime Service (cont'd)

3. Payment Plans (cont'd)
   
   b. Term Payment Plans (cont'd) /1/

   4. Options Available upon Term Payment Plan (TPP) Expiration (cont'd)
      
      (a) (cont'd)

      2. Upon expiration of the TPP, enter into a new written TPP contract at the then-
         current TPP rate.

      3. Upon expiration of the TPP, if customer has not entered into a new TPP contract
         or term extension:

         - for customer contracts expiring prior to November 1, 2017, continue service
           at the Month-to-Month price then currently in effect for the Month-to-Month
           Payment Plan, or
         - for customer contracts expiring on or after November 1, 2017, continue
           service at the Monthly Extension rates in effect at the time the TPP expires
           until the customer cancels or renews the service with a new TPP term.
         
           Subsequently, customers under the Monthly Extension rates may convert
           their existing service to either a 12-, 24- or 36-month TPP at the then current
           rates. The customer will not be assessed any associated non-recurring
           charges as long as the physical serving arrangement does not change.

           Monthly Extension rates are equal to one hundred fifty percent (150%) of the
           customer's expiring contractual rate.

      4. Discontinue service.

      (b) There are no nonrecurring charges associated with renewing a TPP.

/1/ Effective October 1, 2013, customers may not establish new term plans greater than 36 months for
ISDN Prime, and existing term plans greater than 36 months may not be renewed or extended for a
term greater than 36 months.

/2/ Material previously appearing on this sheet now appears on Sheet 14.
ISDN PRIME SERVICE (cont’d)

F. Prices (cont’d)

4. Termination Charges

In the event of termination of the service provided under the Term Payment Plan (TPP) during the TPP term, the customer will remain liable for payment of a percentage of the monthly TPP charges for the remainder of the term as indicated below, which shall upon any such termination immediately become due and payable in its entirety. Customers requesting termination of service prior to the expiration date of the TPP term will be liable for a termination charge. The termination charge for all TPP terms will be, in addition to any unpaid Special Construction or Nonrecurring Charges (excluding waived charges), equal to fifty percent (50%) of all recurring charges for the remaining months of the customer's TPP term. All termination charges will be based on the TPP prices in effect at the time of termination.

If Customer migrates an ISDN Prime service or service component, including DS1 used as transport for AT&T ILEC ISDN Prime service (the “Terminated ILEC Service”) to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Termination Liability Charge associated with the Terminated ILEC Service if:

a. the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months, and

b. the replacement AT&T BVoIP Service is installed or available at the same Customer site as the Terminated ILEC Service.

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

/1/ Material previously appeared on Sheet 13.