ACCESS SERVICE

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 1 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. (1) (D)

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(1) See footnote (1) on page 22-1

22. [1] (D)

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[1] See footnote (1) on page 22-1

22. [1] (D)

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[1] See footnote (1) on page 22-1

22. [1] (D)

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[1] See footnote (1) on page 22-1

ACCESS SERVICE

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission’s Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 2 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions’ website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-6

22. [1] (D)

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[1] See footnote (1) on page 22-6

(This page filed under Transmittal No. 1666)

22. [1] (D)

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[1] See footnote (1) on page 22-6

22. [1] (D)

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[1] See footnote (1) on page 22-6

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 3 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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22. [1] (D)

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[1] See footnote (1) on page 22-11

22. [1] (D)

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[1] See footnote (1) on page 22-11

22. (1) (D)

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(1) See footnote (1) on page 22-11

22. [1] (D)

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[1] See footnote (1) on page 22-11

22. [1] (D)

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[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 4 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-16

22. (1) (D)

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(1) See footnote (1) on page 22-16

(This page filed under Transmittal No. 1666)

22. [1] (D)

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[1] See footnote (1) on page 22-16

22. [1] (D)

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[1] See footnote (1) on page 22-16

(This page filed under Transmittal No. 1666)

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 5 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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22. [1] (D)

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[1] See footnote (1) on page 22-21

22. [1] (D)

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[1] See footnote (1) on page 22-21

(This page filed under Transmittal No. 1666)

22. [1] (D)

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[1] See footnote (1) on page 22-21

22. (1) (D)

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(1) See footnote (1) on page 22-21

22. [1] (D)

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[1] See footnote (1) on page 22-21

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offering (Cont'd)

22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term

22.6.1 General Description

(A)Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below. (T)

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j). (T)

(B)The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(This page filed under Transmittal No. 1357)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.6.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit, MI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Kalamazoo, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Rockford, IL
- Springfield, IL
- Toledo, OH

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.6.2 Contract Terms

(A) Contract Offering No. 6 is available during the purchase period, which begins December 7, 2002 and ends March 6, 2003.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 6.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 6 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3. (T)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.6.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.6.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 6 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 6 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 6 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 6 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 6.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 6 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.6.2 (K).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.6.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 6 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 6 terminated and the termination charges described in 22.6.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 22.6.3 (B).

(K) The customer may elect to discontinue Contract Offering No. 6 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.6.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 6 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 6, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 6.

(L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.6.2 Contract Terms (Cont'd)

(L) (Cont'd)

Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, (T)
2, and 3. If the customer has fewer than eight DS0 channels cross connected (T)
to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 6 terminated. If Contract Offering No. 6 is terminated during the initial contract term, the termination charges described in 22.6.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.6.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.6.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.6.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.6.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	NRMF1
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

(This page filed under Transmittal No. 1322)

22. Pricing Flexibility Contract Offering (Cont'd)

22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term

22.7.1 General Description

(A)Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below. (T)

(T)

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B)The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.7.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit, MI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Kalamazoo, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Rockford, IL
- Springfield, IL
- Toledo, OH

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.7.2Contract Terms

(A) Contract Offering No. 7 is available during the purchase period, which begins December 7, 2002 and ends March 6, 2003.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 7.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 7 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with ADTS-E Module 4, as well as other ADTS-E switched services associated with Modules 1, 2, and 3.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.7.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.7.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 7 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 7 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 7 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 7 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 7.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 7 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.7.2 (K).

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.7.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 7 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 7 terminated and the termination charges described in 22.7.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 7 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.7.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 7 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 7, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 7.

(L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service- (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.7.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 7 terminated. If Contract Offering No. 7 is terminated during the initial contract term, the termination charges described in 22.7.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.7.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.7.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.7.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.7.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$310.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	NRMF1
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term

22.8.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below. (T)

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j). (T)

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.8.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit, MI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Kalamazoo, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Rockford, IL
- Springfield, IL
- Toledo, OH

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.8.2 Contract Terms

(A) Contract Offering No. 8 is available during the purchase period, which begins December 7, 2002 and ends March 6, 2003.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 8.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 8 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with ADTS-E Module 4, as well as other ADTS-E switched services associated with Modules 1, 2, and 3.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.8.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.8.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 8 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 8 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 8 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 8 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 8.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 8 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.8.2 (K).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.8.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 8 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 8 terminated and the termination charges described in 22.8.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 8 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.8.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 8 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 8, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 8.

(L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service-

(N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.8.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 8 terminated. If Contract Offering No. 8 is terminated during the initial contract term, the termination charges described in 22.8.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.8.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.8.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.8.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.8.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$250.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	NRMF1
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

22.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – One Year Term

22.9.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below. (T)

(T)

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.9.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit, MI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Kalamazoo, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Rockford, IL
- Springfield, IL
- Toledo, OH

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.9.2 Contract Terms

(A) Contract Offering No. 9 is available during the purchase period, which begins March 7, 2003 and ends June 30, 2003.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 9.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 9 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with ADTS-E Module 4, as well as other ADTS-E switched services associated with Modules 1, 2, and 3.

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.9.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.9.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 9 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 9 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 9 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 9 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 9.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 9 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.9.2 (K).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.9.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 9 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 9 terminated and the termination charges described in 22.9.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 22.9.3 (B).

(K) The customer may elect to discontinue Contract Offering No. 9 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.9.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 9 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 9, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 9.

(L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.9.2 Contract Terms (Cont'd)

(L) (Cont'd)

Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service-Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 9 terminated. If Contract Offering No. 9 is terminated during the initial contract term, the termination charges described in 22.9.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.9.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.9.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.9.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.9.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

22.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Two Year Term

22.10.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below. (T)

(T)

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 10.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.10.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C)AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit, MI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Kalamazoo, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Rockford, IL
- Springfield, IL
- Toledo, OH

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.10.2Contract Terms

(A) Contract Offering No. 10 is available during the purchase period, which begins March 7, 2003 and ends June 30, 2003.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 10.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 10 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with ADTS-E Module 4, as well as other ADTS-E switched services associated with Modules 1, 2, and 3.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.10.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.10.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 10 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 10 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 10 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 10 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 10.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 10 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.10.2 (K).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.10.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 10 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 10 terminated and the termination charges described in 22.10.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 10 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.10.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 10 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 10, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 10.

(L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service-

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.10.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 10 terminated. If Contract Offering No. 10 is terminated during the initial contract term, the termination charges described in 22.10.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.10.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.10.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.10.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.10.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$310.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.11 Contract Offering No. 11 – Access Advantage Plus Transport Service – Three Year Term

22.11.1 General Description

(A)Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below. (T)

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j). (T)

(B)The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

22. Pricing Flexibility Contract Offering (Cont'd)

22.11 Contract Offering No. 11 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.11.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit, MI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Kalamazoo, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Rockford, IL
- Springfield, IL
- Toledo, OH

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.11 Contract Offering No. 11 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.11.2 Contract Terms

(A) Contract Offering No. 11 is available during the purchase period, which begins March 7, 2003 and ends June 30, 2003.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 11.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 11 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with ADTS-E Module 4, as well as other ADTS-E switched services associated with Modules 1, 2, and 3.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.11 Contract Offering No. 11 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.11.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.11.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D)The initial contract term for Contract Offering No. 11 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E)At the conclusion of the initial contract term, Contract Offering No. 11 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 11 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 11 upon thirty days written notice any time following the completion of the initial contract term.

(F)The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G)No other discount pricing plans apply.

(H)AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 11.

(I)If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 11 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.11.2 (K).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.11 Contract Offering No. 11 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.11.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 11 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J)If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 11 terminated and the termination charges described in 22.11.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 11 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.11.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 11 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 11, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 11.

(L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service-

(N)

(This page filed under Transmittal No. 1332)

22. Pricing Flexibility Contract Offering (Cont'd)

22.11 Contract Offering No. 11 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.11.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 11 terminated. If Contract Offering No. 11 is terminated during the initial contract term, the termination charges described in 22.11.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.11.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.11.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.11.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.11 Contract Offering No. 11 – Access Advantage Plus Transport Service – Three Year Term (Cont’d)

22.11.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$250.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

(This page filed under Transmittal No. 1332)

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 12 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-69

22. [1] (D)

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[1] See footnote (1) on page 22-69

22. [1] (D)

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[1] See footnote (1) on page 22-69

22. [1] (D)

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[1] See footnote (1) on page 22-69

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22.13 Contract Offer No. 13 – (1) Wireless Advantage Managed Services (WAMS) (1) Service Offer (D)

22.13.1 General Description

(1) Wireless Advantage Managed Services (WAMS) (1) Service Offer ("Contract Offer (D)
13") is an access pricing package plan. Contract Offer 13 provides the Customer
with an (1) based custom network provided for the sole use of the Customer, (D)
connecting multiple customer designated locations and specified Telephone
Company Central Offices (COs) via self-healing network designs. The scaled flat-rate (D)
pricing package includes all transport rate elements and components of the (1), DS3
and DS1 transport bandwidth that make up the Customer's network as described in
Section 22.13.3(B)(5).

(1) WAMS (1) Service Offer is available to Customers ordering (1) Service with a (D)
maximum of seven (7) (1). The (1) WAMS (1) may include any of the following services, (D)
up to the bandwidth limits as specified in Section 22.13.3(B)(5), for the purpose of
building the network architecture design: Special Access Service-(1) Service, DS3 (D)
Service, DS1 Service and Switched Access Service-Switched Transport.

(1) WAMS (1) Service Offer permits Customers located in Phase 1 and Phase 2 Pricing (D)
Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) that meet the
eligibility criteria listed in Section 22.13.2(C), below, to pay the rates listed in Section
22.13.4 for a new (1) WAMS (1) Service. This contract offering is only available in the (D)
MSAs listed in Section 22.13.3(B)(1).

22.13.2 Services Available Under (1) WAMS (1) Service Offer (D)

(A) (1) WAMS (1) Service Offer applies to pricing-flexibility-qualified access services (D)
contained in the following tariff sections:

- (1); (D)
- (1); (D)
- DS1 Service and DS3 Service - Ameritech Tariff F.C.C. No. 2, Section 21 for Phase 1 & 2 MSAs;
- Switched Transport - Ameritech Tariff F.C.C. No. 2, Section 21 for Phase 1 & 2 MSAs.

(B) All terms and conditions for the qualified services listed above are governed by the respective tariff sections except as noted herein.

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(1) Material previously contained in this section has been deleted. DRS and OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 13 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.13 Contract Offer No. 13 – (1) Wireless Advantage Managed Services (WAMS) (1) Service Offer (Cont'd) (D)

22.13.2 Services Available Under (1) WAMS (1) Service Offer (Cont'd) (D)

(C) The following eligibility criteria must be met in order to receive the (1) WAMS (1) Service Offer pricing package offer: (D)

- Maintain transport facilities to Cell Sites equal to or greater than 15% of the total WAMS Network of DS3 and DS1 service;
- All traffic must originate or terminate at a Mobile Switching Center (MSC);
- The Customer will not be able to subscribe to any other contract offerings in Section 22 in conjunction with the (1) WAMS (1) Offer; (D)
- Services under this Contract Offer 13 will not be eligible for benefits under the Managed Value Plan (MVP) offering in Section 19;
- Except as otherwise provided in Contract Offer 13, Customer agrees to subscribe to this service in accordance with the regulations set forth in Section 5.

22.13.3 (1) WAMS (1) Service Offer Terms and Conditions (D)

(A) Term Period

The contract term is 72 months (6 years), (the "Term Period"), commencing on the date the Telephone Company completes and Customer accepts the (1) access service order. Billing will commence no later than 30 days after the Term Period commences. This offer is not renewable. (D)

At the expiration of the Term Period, Customer may choose from the payment options in:

- Section 7 for (1) Service, (1) Service, and DS1 and DS3; (D)
- Section 6 for Switched Access Service - Switched Transport.

If at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections listed above, in the case of Switched Transport and DS1 and DS3, the Customer will automatically be billed the monthly rate found in Section 21; and in the case of (1) Service and (1) Service, the Customer will automatically be billed the monthly extension rate found in Section 21. (D)

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(1) See footnote (1) on page 22-74

22. Pricing Flexibility Contract Offerings (Cont'd)

22.13 Contract Offer No. 13 – [1] Wireless Advantage Managed Services (WAMS) [1] Service Offer (Cont'd) (D)

22.13.3 [1] WAMS [1] Service Offer Terms and Conditions (Cont'd) (D)

(A) Term Period (Cont'd)

During the Term Period, monthly rates for service as listed in Section 22.13.4 will not change. Rate stability under this contract term period applies only to the rates specific to Contract Offer 13 as listed in Section 22.13.4. Purchase of the services listed above under Contract Offer 13 are also subject to certain rates and charges in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 13-Additional Engineering, Additional Labor & Miscellaneous Services and 21-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 22.13.3(B)(10)), as applicable and such rates and charges may be modified through the filing of tariff changes at any time during the Term Period.

Purchase of the services listed above under Contract Offer 13 are subject to the specific terms and conditions of Section 22.13.3(B) below. Purchase of the services listed above under Contract Offer 13 are also subject to general terms and conditions of F.C.C.Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 6-Switched Access Service, 7-Special Access Service and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

All terms and conditions specified herein shall supersede and be controlling to the extent of any explicit conflict with any other tariff sections of the Tariff F.C.C. No. 2 now and in the future. Notwithstanding the supersedure process in the preceding sentence, such supersedure shall not apply in the event of any change to this Tariff F.C.C.No. 2 required by order of the Commission or any conflict resulting therefrom.

(B) Terms and Conditions

(1) This Contract Offer 13 is only available for circuits located in the following Metropolitan Statistical Areas (MSAs):

- Phase 1 Pricing-Flexibility MSAs: Davenport/Rock Island/Moline, Peoria/Pekin;
- Phase 2 Pricing-Flexibility MSAs: Champaign/Urbana, Chicago, Decatur, Rockford and Springfield, Illinois.

(2)This Contract Offer 13 is only available June 6, 2003 through September 3, 2003.

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[1] See footnote (1) on page 22-74

22. Pricing Flexibility Contract Offerings (Cont'd)

22.13 Contract Offer No. 13 – (1) Wireless Advantage Managed Services (WAMS) (1) Service Offer (Cont'd) (D)

22.13.3 (1) WAMS (1) Service Offer Terms and Conditions (Cont'd) (D)

(B) Terms and Conditions (Cont'd)

(3) If Customer should discontinue service under Contract Offer 13 during the Term Period, termination liability charges, if applicable, will be determined in accordance with Section 22.13.6.

(4) If, after the Customer has signed the Telephone Company's Letter of Agreement-Firm Order Commitment (LOA-FOC) and prior to commencement of the Term Period, the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(5) From time to time during the Term Period, the Customer may issue service orders aggregating up to the capacity bandwidth of the (1) WAMS (D)
(1) Network without incurring any increase in the rates and (D)
charges set forth in Section 22.13.4. The capacity limits are:

(D)

(1)	
(1)	
(1)	
(1)	
(1)	
(1)	
(1)*	
DS3 Ports	360
DS3 Average Mileage*	10
Special Access DS3 Service	84
Switched Access-Switched Transport DS3	96
Special Access DS1 Service	2184
DS1 Average Mileage*	10
Switched Access – Switched Transport DS1	2688

(D)

* Note – Additional mileage charges will apply if a single circuit increases the total average mileage above 5% of the limits set forth above.

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(1) See footnote (1) on page 22-74

22. Pricing Flexibility Contract Offerings (Cont'd)

22.13 Contract Offer No. 13 – [1] Wireless Advantage Managed Services (WAMS) [1] Service Offer (Cont'd) (D)

22.13.3 [1] WAMS [1] Service Offer Terms and Conditions (Cont'd) (D)

(B) Terms and Conditions (Cont'd)

(6) Customers who subscribe to the Contract Offer 13 may move DS1 and DS3 services as listed in Section 22.13.3(B)(5) without changing the Term Period or incurring termination liability charges. Disconnect orders associated with moves do not have to be coordinated with add orders provided the following conditions are met:

- New service location is within the same MSA as the original service; and
- Where facilities do not exist, Customer pays all applicable Special Construction charges.

(7) Customers who subscribe to the Contract Offer 13 may disconnect DS1 and DS3 services as listed in Section 22.13.3(B)(5) without changing the Term Period or incurring termination liability.

(8) If the Customer requests modifications to the Contract Offer 13 network design originally constructed for the Customer under Contract Offer 13, the Customer agrees to pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to: reconfiguration of existing ports, shelf rearrangements, node moves, ring design provisioning changes and customer premises rearrangements.

(9) If the Customer requests additional bandwidth, ring nodes, ring mileage, drop ports or other service feature and functions not included in 22.13.3(B)(5), the Customer will pay the tariff rates for those additions as contained in Section 21-Metropolitan Statistical Area Access Services.

(10) If the Customer requests that the [1] WAMS [1] Service be converted to a different higher grade service in the same MSA covered under this contract offering, such conversions are subject to the following conditions: (D)

- If the aggregate of the monthly payments with respect to the upgraded service over the term of such service (the "Upgrade Service Revenue Value") is equal to or greater than the aggregate of the monthly payments with respect to Contract Offer 13 over the remainder of the Term Period (the "Existing Service Revenue Value"), the upgrade is allowable;
- If the Upgrade Service Revenue Value is less than the Existing Service Revenue Value, the upgrade is not allowed, unless the Customer makes a one-time payment equal to the difference between the Upgrade Service Revenue and the Existing Service Revenue Value. This payment must be made before the Telephone Company begins work on the requested upgrade.

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[1] See footnote (1) on page 22-74

22. Pricing Flexibility Contract Offerings (Cont'd)

22.13 Contract Offer No. 13 – (1) Wireless Advantage Managed Services (WAMS) (1) Service Offer (Cont'd) (D)

22.13.3 (1) WAMS (1) Service Offer Terms and Conditions (Cont'd) (D)

(B) Terms and Conditions (Cont'd)

(10) (Cont'd)

- If the upgrade is not allowable and if the Customer elects not to make an up-front payment, but the Customer notifies the Telephone Company in writing of its desire to convert to the upgraded service, then the Telephone Company will terminate Contract Offer 13 and assess termination liability as determined in accordance with Section 22.13.6.

(11) The Telephone Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Notice will be provided utilizing mutually agreed upon methods. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the Customer to determine reasonable notification requirements including any advance notification as applicable.

(12) If the Customer wishes to assign or transfer its use of services under this Contract Offer 13 pursuant to Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in Section 2.1.2 are fulfilled unless the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

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(1) See footnote (1) on page 22-74

22. Pricing Flexibility Contract Offerings (Cont'd)

22.13 Contract Offer No. 13 – (1) Wireless Advantage Managed Services (WAMS) (1) Service Offer (Cont'd) (D) (D)

22.13.3 (1) WAMS (1) Service Offer Terms and Conditions (Cont'd) (D)

(B) Terms and Conditions (Cont'd)

(12) (Cont'd)

(b) (Cont'd)

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

22.13.4 Rates and Charges

Months	USOC	Monthly Charge
1 to 12		$508,322.00
13 to 24		$567,283.00
25 to 36		$623,035.00
37 to 48		$675,452.00
49 to 60		$757,381.00
61 to 72		$757,381.00
(1)		
(1)		

(D)
(D)

22.13.5 Credit Allowance for Service Interruptions

(A) When a Credit Allowance Applies

The credit allowance language contained below applies in lieu of credit allowance language contained in Section 2. These credits are exclusive to Contract Offer 13 and no other credits from any other service assurance plans in other sections of the tariff will be applicable.

A service interruption occurs when any circuit becomes unusable to the Customer because of a failure of a facility component used to furnish service under this Contract Offer 13 or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the Customer. An interruption period starts when an unusable circuit is reported to the Telephone Company within 24 hours of the interruption, and ends when the circuit is usable. The Telephone Company may require joint out of service testing and correction of the interruption. In case of a service interruption, allowance for the period of interruption, if not due to the negligence of the Customer shall be as follows:

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(1) See footnote (1) on page 22-74

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.13 Contract Offer No. 13 – (1) Wireless Advantage Managed Services (WAMS) (1) Service Offer (Cont'd) (D)

22.13.5 Credit Allowance for Service Interruptions (Cont'd)

(A) When a Credit Allowance Applies (Cont'd)

DS3/DS1 Service Circuits and Switched Access Service-Switched Transport DS3:

(1) The Customer shall be credited for an interruption of service of one (1) minute or more at the fixed rate credit shown below per circuit:

DS3 Service:	$925.00
Switched Access Service-Switched Transport DS3:	$558.00
DS1 Service:	$228.00

In any monthly billing period, as a result of an interruption of service, the total fixed rate credit per circuit will not exceed the specified amount shown in the following table:

DS3 Service:	$925.00
Switched Access Service-Switched Transport DS3:	$558.00
DS1 Service:	$228.00

In any monthly billing period, as a result of an interruption of service, the total credit for all circuits will not exceed the amounts listed below:

Year 1	$380,218
Year 2	$439,183
Year 3	$494,938
Year 4	$547,358
Year 5	$629,292
Year 6	$629,292

These credits are in addition to the credits in (2) and (3) below.

(1) WAMS (1) (D)

(2) The Customer shall be credited a fixed rate credit per (1) when a port-to-port connection experiences a service interruption of one (1) minute or more. (D)

- (1) (D)

In any monthly billing period, as a result of an interruption of service, the total fixed rate credit per (1) will not exceed the specific amount shown below for that particular node: (D)

- (1) (D)

These credits are in addition to the credits in (1) above and (3) below.

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(1) See footnote (1) on page 22-74

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.13 Contract Offer No. 13 – (1) Wireless Advantage Managed Services (WAMS) (1) Service Offer (Cont'd) (D)

22.13.5 Credit Allowance for Service Interruptions (Cont'd)

(A) When a Credit Allowance Applies (Cont'd)

(1) Service (1) (D)

(3) The Customer shall be credited for an interruption of service of one (1) minute or more at the fixed rate credit shown below per circuit:

- (1) (D)
- (1) (D)

In any monthly billing period, as a result of an interruption of service, the total credit per circuit will not exceed the specific amount shown below for that particular circuit:

- (1) (D)
- (1) (D)

These credits are in addition to the credits in (1) and (2) above.

Example: When an (1) provisioned with one (1) (1) circuit, three (3) Ameritech DS3s and one hundred (100) Special Access DS1s experience a service interruption for all of these elements for one (1) minute or more, the following fixed rate credits will apply: (D)

DESCRIPTION	QTY	CREDIT	AMOUNT
(1)			
(1)			
Special Access DS3	3	$ 925.00	$ 2,775.00
Special Access DS1	100	$ 228.00	$ 22,800.00
Total Credit Allowance			$ 44,345.00

(D)
(D)

(B) When a Credit Allowance Does Not Apply

(1) Interruptions caused by the negligence of the Customer.

(2) Interruptions of a service caused by the failure of equipment or systems provided by the Customer or others on behalf of the Customer.

(3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.

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(1) See footnote (1) on page 22-74

22. Pricing Flexibility Contract Offerings (Cont'd)

22.13 Contract Offer No. 13 – [1] Wireless Advantage Managed Services (WAMS) [1] Service Offer (Cont'd) (D)

22.13.5 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Does Not Apply (Cont'd)

(4) Interruptions of a service when the Customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.

(5) For service provided under a Shared Facility Credit/Shared Facility Channel Service arrangement, only those Customers who notify the Telephone Company of a service outage will receive a credit allowance.

(6) Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

(7) Periods of temporary discontinuance as set forth in Section 2.2.1(B) preceding. The Telephone Company shall provide the Customer with prompt written notice specifying the basis of the Telephone Company's determination that temporary discontinuance of the use of a service has been required.

(8) Periods of interruption as set forth in Section 13.3.1.

(9) Interruptions caused by or related to work stoppages, governmental orders, civil commotions, insurrections, riots, and criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control.

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[1] See footnote (1) on page 22-74

22. Pricing Flexibility Contract Offerings (Cont'd)

22.13 Contract Offer No. 13 – (1) Wireless Advantage Managed Services (WAMS) (1) Service Offer (Cont'd) (D)

22.13.6 Termination Liability

Termination liability as described below applies in lieu of the termination liability described in Section 7.4.10(C). If Customer terminates the Contract Offer 13 before the completion of the term for any reason other than due to "Excessive Service Outages" as defined below or an upgrade as may be allowed under Section 22.13.3(B)(10), Customer agrees to pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination of service. Customer's termination liability for termination of service shall be equal to:

- 50% of all recurring charges for the balance of Customer's 6 years (72 month) term.

The termination liability charge would be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: Customer terminates service after three years and has thirty-six months remaining in a seventy-two month term plan.

The termination liability would be calculated as:

Year	Months		Monthly Recurring Rate		Termination Percentage	Termination Liability Charges
4	12	X	$675,452.00	X	.50	$4,052,712
5	12	X	$757,381.00	X	.50	$4,544,286
6	12	X	$757,381.00	X	.50	$4,544,286
					Total	$13,141,284

(D)

An Excessive Service Outage occurs when the (1) WAMS (1) experiences simultaneous equipment service interruptions of both the working and protection path of the network and the service interruptions have not been excepted from treatment for a credit allowance under Section 22.13.5(B) above. If during any consecutive twelve (12) month period there are more than two (2) Excessive Service Outages, the Customer may terminate its purchase of service under Contract Offer 13 without incurring termination liability charges. Such termination shall be effective two hundred and forty (240) calendar days following delivery of written notice to the Telephone Company and notice of intent to terminate service must be given within thirty (30) calendar days of the third or any subsequent Excessive Service Outage within the same consecutive twelve (12) month period.

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(1) See footnote (1) on page 22-74

22. Pricing Flexibility Contract Offering (Cont'd)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – One Year Term

22.14.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below. (T)
(T)

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.14.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit-Ann Arbor, MI
- Eau Claire, WI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Janesville-Beloit, WI
- Kalamazoo, MI
- Kenosha, WI
- Lansing-East Lansing, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Racine, WI
- Rockford, IL
- Sheboygan, WI
- Springfield, IL
- Toledo, OH

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service –One Year Term (Cont'd) (N)

22.14.2Contract Terms

(A) Contract Offering No. 14 is available during the purchase period, which begins July 1, 2003 and ends January 30, 2004.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 14.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 14 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with ADTS-E Module 4, as well as other ADTS-E switched services associated with Modules 1, 2, and 3.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – One Year Term (Cont’d)

22.14.2 Contract Terms (Cont’d)

(B) (Cont’d)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.14.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 14 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 14 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 14 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 14 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 14.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 14 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.14.2 (K).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.14.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 14 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 14 terminated and the termination charges described in 22.14.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 22.14.3 (B).

(K) The customer may elect to discontinue Contract Offering No. 14 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.14.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 14 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 14, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 14.

(L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.14.2 Contract Terms (Cont'd)

(L) (Cont'd)

Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service-Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 14 terminated. If Contract Offering No. 14 is terminated during the initial contract term, the termination charges described in 22.14.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.14.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.14.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.14.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.14.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

(This page filed under Transmittal No. 1348)

22. Pricing Flexibility Contract Offering (Cont'd)

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term

22.15.1 General Description

(A)Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below. (T)

(T)

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B)The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.15.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit-Ann Arbor, MI
- Eau Claire, WI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Janesville-Beloit, WI
- Kalamazoo, MI
- Kenosha, WI
- Lansing-East Lansing, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Racine, WI
- Rockford, IL
- Sheboygan, WI
- Springfield, IL
- Toledo, OH

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.15.2 Contract Terms

(A) Contract Offering No. 15 is available during the purchase period, which begins July 1, 2003 and ends January 30, 2004.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 15.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 15 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with ADTS-E Module 4, as well as other ADTS-E switched services associated with Modules 1, 2, and 3.

(N)

(This page filed under Transmittal No. 1348)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.15.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.15.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 15 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 15 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 15 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 15 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 15.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 15 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.15.2 (K).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.15.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 15 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 15 terminated and the termination charges described in 22.15.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 15 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.15.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 15 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 15, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 15.

(L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service-

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.15.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 15 terminated. If Contract Offering No. 15 is terminated during the initial contract term, the termination charges described in 22.15.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.15.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.15.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.15.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.15.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$310.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

(This page filed under Transmittal No. 1348)

22. Pricing Flexibility Contract Offering (Cont'd)

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term

22.16.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below. (T)

(T)

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(This page filed under Transmittal No. 1357)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.16.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C)AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit-Ann Arbor, MI
- Eau Claire, WI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Janesville-Beloit, WI
- Kalamazoo, MI
- Kenosha, WI
- Lansing-East Lansing, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Racine, WI
- Rockford, IL
- Sheboygan, WI
- Springfield, IL
- Toledo, OH

(N)

(This page filed under Transmittal No. 1348)

22. Pricing Flexibility Contract Offering (Cont'd)

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

(N)

22.16.2Contract Terms

(A) Contract Offering No. 16 is available during the purchase period, which begins July 1, 2003 and ends January 30, 2004.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 16.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 16 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with ADTS-E Module 4, as well as other ADTS-E switched services associated with Modules 1, 2, and 3.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.16.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.16.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D)The initial contract term for Contract Offering No. 16 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E)At the conclusion of the initial contract term, Contract Offering No. 16 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 16 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 16 upon thirty days written notice any time following the completion of the initial contract term.

(F)The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G)No other discount pricing plans apply.

(H)AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 16.

(I)If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 16 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.16.2 (K).

(N)

(This page filed under Transmittal No. 1348)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.16.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 16 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J)If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 16 terminated and the termination charges described in 22.16.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 16 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.16.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 16 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 16, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 16.

(L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service-

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.16.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 16 terminated. If Contract Offering No. 16 is terminated during the initial contract term, the termination charges described in 22.16.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.16.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.16.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.16.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.16.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$250.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

(This page filed under Transmittal No. 1348)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.17 Contract Offer No. 17 – (1) Service Offer (D)

22.17.1 General Description

(1) Service Offer ("Contract Offer No. 17") is an access discount plan that permits Customers located in Phase 1 and 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates as described in Section 22.17.4 for new (1) Services with new DS3, (1), (1), (1), and (1) subtending circuits that meet the eligibility criteria described in Section 22.17.2(C), below. This Contract Offer No. 17 is available in the MSAs listed in Section 22.17.3(B)(1). (D) (D)

22.17.2 Services Available Under (1) Service Offer (D)

(A) Contract Offer No. 17 applies to pricing-flexibility-qualified access services contained in the following tariff sections:

- (1); (D)

Subtending Circuits:

- DS3 Service - Ameritech Tariff F.C.C. No. 2, Section 21 for Phase 1 and 2 MSAs. (D)
- (1);

(B) All terms and conditions for the qualified services listed above are governed by the respective tariff sections except as noted herein.

(C) The following eligibility criteria must be met in order to receive the Contract Offer No. 17 pricing package discount:

- Service must be a pricing-flexibility-qualified service listed in Section 22.17.2(A);
- Service must be located in an MSA listed in 22.17.3(B)(1);
- Service must be for new (1) Service with new subtending services on each Point-to-Point arrangement. (D)

22.17.3 (1) Service Offer Terms and Conditions

(A) Term Period
The contract term is for 36 months (3 years) or 60 months (5 years), (the "Term Period"), commencing on the date the Telephone Company completes and Customer accepts the (1) access service order. Billing will commence no later than 30 days after the Term Period commences. This Contract Offer No. 17 is not renewable. (D)

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(1) Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 17 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

(D)

22.17 Contract Offer No. 17 – [1] Service Offer (Cont'd)

22.17.3 [1] Service Offer Terms and Conditions (Cont'd)

(A) Term Period (Cont'd)

If at the expiration of the Term Period, the Customer elects to continue service, the Customer may choose from the payment options in accordance with the regulations as described in the following sections:

- Section 7.2.10 for Ameritech [1] Service and Section 7.4.9 for DS3 Services. (D)

If the Customer does not select a payment option, and does not elect to disconnect service, the Customer will automatically be billed the monthly extension rates as listed in Section [1] for Ameritech [1] Service, and Section 21.5.2.7 for Ameritech DS3 Services. (D)

Rate stability under this Contract Offer No. 17 Term Period applies only to the rates specific to Contract Offer No. 17 as described in Section 22.17.4. Purchase of the services listed above under Contract Offer No. 17 are also subject to certain rates and charges in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 13-Additional Engineering, Additional Labor & Miscellaneous Services and 21-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 22.17.4), as applicable and such rates and charges may be modified through the filing of tariff changes at any time during the Term Period.

Purchase of the services listed above under Contract Offer No. 17 are subject to the specific terms and conditions of Section 22.17.3 (B), below. Purchase of the services listed above under Contract Offer No. 17 are also subject to general terms and conditions of F.C.C Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

(B) Terms and Conditions

(1) This Contract Offer No. 17 is only available for circuits located in the following MSAs:

- Phase 1 Pricing-Flexibility MSAs: South Bend, Indiana;
- Phase 2 Pricing-Flexibility MSAs: Evansville/Henderson and Indianapolis, Indiana.

(2)This Contract Offer No. 17 is only available July 2, 2003 through October 2, 2003.

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[1] See footnote (1) on page 22-106

22. Pricing Flexibility Contract Offerings (Cont'd)

22.17 Contract Offer No. 17 – (1) Service Offer (Cont'd) (D)

22.17.3 (1) Service Offer Terms and Conditions (Cont'd) (D)

(B) Term and Conditions (Cont'd)

(3) If Customer should discontinue this service during the Term Period of this Contract Offer No. 17, termination liability charges will apply in accordance with Section 22.17.5.

(4) Customer agrees to subscribe to this Contract Offer No. 17 in accordance with the regulations set forth in Section 5.

(5) Customer shall subscribe to the service listed in Section 22.17.2(A) for a newly installed (1) Service with a three (3) year or five (5) year Term Period in order to be eligible for this Contract Offer No. 17. (D)

(6) Customer agrees to place access service order request for new (1) Service at time of subscription to this Contract Offer No. 17.

(7) If after the Customer has signed the Telephone Company's Letter of Agreement-Firm Order Commitment (LOA-FOC), the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(8) Customer agrees not to resell any capacity on services covered under this Contract Offer No. 17 to a third party.

(9) If special construction charges apply on the new (1) Service, the Customer agrees to pay those charges prior to the Telephone Company's construction of the facility. (D)

(10) Customer will not be able to subscribe to any future contract offerings in Section 22 in conjunction with this Contract Offer No. 17 that might be offered by the Telephone Company for services covered under this Contract Offer No. 17.

(11) Revenues under this Contract Offer No. 17 will not be eligible for inclusion in the Managed Value Plan (MVP) offering in Section 19.

(1) See footnote (1) on page 22-106

22. Pricing Flexibility Contract Offerings (Cont'd)

22.17 Contract Offer No. 17 – (1) Service Offer (Cont'd) (D)

22.17.4 Rates and Charges

Under this Contract Offer No. 17, the Customer will receive a discount of twelve percent (12%) on the rates for new (1) Services as listed in Section 21.5.2.8, and a discount of five percent (5%) on the rates for all new subtending Ameritech DS3, (1), (1), (1), and (1) Services as listed in Section (1) and as listed in Sections (1). (D) (D) (D)

22.17.5 Termination Liability

Termination liability as described below applies in lieu of the termination liability described in Section (1). If Customer terminates the Contract Offer No. 17 before the completion of the Term Period for any reason, the Customer agrees to pay to the Telephone Company termination liability charges as described below. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to: (D)

- 50% of all recurring charges for the balance of Customer's three (3) or five (5) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a $20,000 monthly rate terminates service after two years and has twelve months remaining in a three year billing period. The termination liability charge would be calculated as:

$20,000 X 12 X 50% = $120,000 termination liability charge

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(1) See footnote (1) on page 22-106

22. Pricing Flexibility Contract Offerings

22.18 Contract Offer No. 18 – (1) Service Offer (D)

22.18.1 General Description

(1) Service Offer ("Contract Offer 18") is an access pricing package plan that permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates as described in Section 22.18.4 for new (1). Customers must meet the eligibility criteria described in Section 22.18.2(C), below. This Contract Offer No. 18 is only available in the MSAs listed in Section 22.18.3(B)(1). (D) (D)

(1) Service Offer is available to Customers ordering (1) Service with a maximum of four (4) dedicated ring nodes. The (1) may include any combination of the following services, for the purpose of building the network architecture design: Special Access Service-DS3 and DS1 Service. (D) (D)

22.18.2 Services Available Under (1) Service Offer (D)

(A) Contract Offer No. 18 applies to pricing-flexibility-qualified access services contained in the following tariff sections:

- (1), (1) and (1) Service – Ameritech Tariff F.C.C. No. 2, Section 21 for MSAs. (D)

(B) All terms and conditions for the qualified services listed above are governed by the respective tariff sections except as noted herein.

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 18 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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Issued: January 24, 2008 Effective: February 8, 2008

22. Pricing Flexibility Contract Offerings (Cont'd)

22.18 Contract Offer No. 18 – (1) Service Offer (Cont'd) (D)

22.18.2 Services Available Under (1) Service Offer (Cont'd) (D)

(C) The following eligibility criteria must be met in order to receive the (1) Service Offer pricing package offer: (D)

- Service must be a pricing-flexibility-qualified service listed in Section 22.18.2(A);
- Service must be located in an MSA listed in 22.18.3(B)(1);
- Service must be for new (1) Service; (D)
- Except as otherwise provided in Contract Offer 18, Customer agrees to subscribe to this service in accordance with the regulations set forth in Tariff FCC 2, Section 5.

22.18.3 (1) Service Offer Terms and Conditions

(A) Term Period

The contract term is 60 months (5 years), (the "Term Period"), commencing on the date the Telephone Company completes and Customer accepts the (1) access service order. Billing will commence no later than 30 days after the Term Period commences. This offer is not renewable.

If at the expiration of the Term Period, the Customer elects to continue service, the customer may choose from the payment options in accordance with the regulations as described in the following Tariff FCC 2, Section 21.

- Section 21 for (1), (1) and (1) Service, and Section 21 for DS1 and DS3 Services. (D)

If the Customer does not elect to disconnect service and does not choose an option described above, the Customer will automatically be billed the monthly rate found in Section 21.5.2.7 for DS1 and DS3, or the monthly extension rate found in Section (1) for (1) Service. (D)

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(1) See footnote (1) on page 22-110

22. Pricing Flexibility Contract Offerings (Cont'd)

22.18 Contract Offer No. 18 – [1] Service Offer (Cont'd) (D)

22.18.3 [1] Offer Terms and Conditions (Cont'd) (D)

(A) Term Period (Cont'd)

Rate stability under this Contract Offer No. 18 Term Period applies only to the rates specific to Contract Offer No. 18 as described in Section 22.18.4. Purchase of the services listed above under Contract Offer No. 18 are also subject to certain rates and charges in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 13-Additinoal Engineering, Additional Labor & Miscellaneous Services and 21-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 22.18.4), as applicable and such rates and charges may be modified through the filing of tariff changes at any time during the Term Period.

Purchase of the services listed above under Contract Offer 18 are subject to the specific terms and conditions of Section 22.18.3(B) below. Purchase of the services listed above under Contract Offer 18 are also subject to general terms and conditions of F.C.C.Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

(B) Terms and Conditions

(1) This Contract Offer 18 is only available for circuits located in the following Metropolitan Statistical Areas (MSAs):

- Phase 1 Pricing-Flexibility MSAs: Appleton/Oshkosh/Neenah, Green Bay, Madison, Milwaukee/Waukesha, Eau Care, Janesville, Kenosha, Sheboygan, and Racine, Wisconsin.

(2)This Contract Offer 18 is only available October 11, 2003 through November 11, 2003.

(3) If Customer should discontinue service under Contract Offer 18 during the Term Period, termination liability charges, if applicable, will be determined in accordance with Section 22.18.5.

(4) Customer agrees to subscribe to this Contract Offer No. 18 in accordance with the regulations set forth in Tariff FCC 2, Section 5.

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[1] See footnote (1) on page 22-110

22. Pricing Flexibility Contract Offerings (Cont'd)

22.18 Contract Offer No. 18 – (1) Service Offer (Cont'd) (D)

22.18.3 (1) Offer Terms and Conditions (Cont'd) (D)

(B) Terms and Conditions (Cont'd)

(5) Customer shall subscribe to the service listed in Section 22.18.2(A) for a newly installed (1) Service with a five (5) year Term Period in order to be eligible for this Contract Offer No. 18. (D)

(6) Customer agrees to place access service order request for new (1) Service at time of subscription to this Contract Offer No. 18.

(7) If after the Customer has signed the Telephone Company's Letter of Agreement-Firm Order Commitment (LOA-FOC), the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(8) From time to time during the Term Period, the Customer may issue service orders aggregating up to the capacity bandwidth of the (1) without incurring any increase in the rates and charges set forth in Section 22.18.4.The capacity limits are: (D)

(1)	
(1)	

(D)
(D)

Any services exceeding 8 DS3s and 84 DS1s will incur rates specified in section 22.18.4(C) and (D).

(9) If the Customer's capacity remains at 15-(1) or less, the customer will pay the Tier 1 rate in Section 22.18.4(A). The (1) in Tier 1 Rate pricing is based on 8 DS3s and 84 DS1s. If the Customer's capacity exceeds an equivalent of 15-(1), Tier 2 pricing will apply. Tier 2 rate pricing is based on 16 or more DS3s or 421 or more DS1s or a combination thereof. (D) (D) (D)

	Tier 1	Tier 2 *
DS1	84	421 or more
DS3	8	16 or more
		* Tier 2 pricing is based on 16 or more DS3s and 421 or more DS1s or a combination thereof that exceeds 15-(1)

(D)

(10) If special construction charges apply on the new (1) Service, the Customer agrees to pay those charges prior to the Telephone Company's construction of the facility. (D)

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(1) See footnote (1) on page 22-110

22. Pricing Flexibility Contract Offerings (Cont'd)

22.18 Contract Offer No. 18 – (1) Service Offer (Cont'd) (D)

22.18.3 (1) Offer Terms and Conditions (Cont'd) (D)

(B) Terms and Conditions (Cont'd)

(11) Customer will not be able to subscribe to any future contract offerings in section 22 in conjunction with this Contract Offer No. 18 that might be offered by the Telephone Company for services covered under this Contract Offer No. 18.

(12) Revenues under this Contract Offer No. 18 will not be eligible for inclusion in the Managed Value Plan (MVP) offering in Tariff FCC 2, Section 19.

(13) Customers who subscribe to the Contract Offer 18 may move DS1 and DS3 ((1)) circuits that are on the ring (as described in Tariff FCC 2, section 7.2.11), will not incur termination liability. Circuits that traverse off the ring convert to the termination liability for the respective service, i.e., DS1, DS3 in Tariff FCC 2, Section 7. Disconnect orders associated with moves do not have to be coordinated with add orders provided the following conditions are met: (D)

- ○New service location is within the same MSA as the original service; and
- ○Where facilities do not exist, Customer pays all applicable Special Construction charges.

(14) Customers who subscribe to the Contract Offer 18 may disconnect DS1 and DS3 ring port to port services as listed in Section 22.18.3(B)(5) without changing the Term Period or incurring termination liability. If the customer is currently at Tier 2 pricing and wants to revert back to Tier 1 pricing, termination liability would apply.

(15) If the Customer requests modifications to the Contract Offer 18 network design originally constructed for the Customer under Contract Offer 18, the Customer agrees to pay the Telephone Company time and material charges for each modification as described in Tariff FCC 2, Section 13. Modifications of services include, but are not limited to: reconfiguration of existing ports, shelf rearrangements, node moves, ring design provisioning changes and customer premises rearrangements.

(16) If the Customer requests additional bandwidth, ring nodes, ring mileage, drop ports or other service feature and functions not included in 22.18.3(B)(5), the Customer will pay the tariff rates for those additions as contained in Section 21-Metropolitan Statistical Area Access Services.

(17) Services under this Contract Offer 18 will not be eligible for benefits under the Managed Value Plan (MVP) offering in Tariff FCC 2, Section 19.

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(1) See footnote (1) on page 22-110

22. Pricing Flexibility Contract Offerings (Cont'd)

22.18 Contract Offer No. 18 – (1) Service Offer (Cont'd) (D)

22.18.4 Rates and Charges

(A) Tier 1

Capacity	USOC	RateNRC	
(1)			(D)

(B) Tier 2

Capacity	USOC	RateNRC	
(1)			(D)

(C) Customer will be billed DS1 and DS3 port rates as described in Tariff FCC 2, Section 7.5.11.

Description	USOC	60 Months
(1)		
(1)		

(D)
(D)

D) All Other rates and charges for this Contract Offer 18 will be in Tariff FCC 2, Section (1). (D)

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(1) See footnote (1) on page 22-110

22. Pricing Flexibility Contract Offerings (Cont'd)

22.18 Contract Offer No. 18 – [1] Service Offer (Cont'd) (D)

22.18.5 Termination Liability

Termination liability as described below applies in lieu of the termination liability described in Tariff FCC 2, Section 7.4.10(C). If Customer terminates the Contract Offer No. 18 before the completion of the Term Period for any reason, the Customer agrees to pay to the Telephone Company termination liability charges as described below. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described in Tariff FCC 2, Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

- 50% of all recurring charges for the balance of Customer's five (5) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a $20,000 monthly rate terminates service after two years and has twelve months remaining in a three year billing period. The termination liability charge would be calculated as:

$20,000 X 12 X 50% = $120,000 termination liability charge

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[1] See footnote (1) on page 22-110

22. Pricing Flexibility Contract Offerings

22.19 Contract Offer No. 19 – (1) Service Offer (D)

22.19.1 General Description

(1) Service Offer ("Contract Offer 19") permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to continue to pay their existing 60-month TPP rates for an additional 12 months as described in Section 22.19.5 for (1). Customers must meet the eligibility criteria described in Section 22.19.3. This Contract Offer No. 19 is only available in the MSA listed in Section 22.19.4(B) (1). (D) (D)

(1) Service Offer is available to customers with an (1), four (4) (1) maximum, 60 month TPP which has or will expire between September 1, 2003 and November 30, 2003. The (1) may include additional DS3 and DS1 Services. (D) (D)

This Contract Offer No. 19 is only available between November 14, 2003 and December 14, 2003.

22.19.2 Services Available Under (1) Service Offer (D)

(A) Contract Offer No. 19 applies to pricing-flexibility-qualified access services contained in the following tariff sections:

- (1) Service – Ameritech Tariff F.C.C. No. 2, Section 21 for MSAs. (D)
- DS1 Service and DS3 Service - Ameritech Tariff F.C.C. No. 2, Section 21 for MSAs.

(B) All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 19 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.19 Contract Offer No. 19 – (1) Service Offer (Cont'd) (D)

22.19.3 (1) Service Offer Eligibility Criteria (D)

The following eligibility criteria must be met in order to receive the (1) Service Offer: (D)

- Service must be a pricing-flexibility-qualified service listed in Section 22.19.2(A);
- Service must be located in the MSA listed in 22.19.4(B)(1);
- Service must be either a 60 month (1) Term Pricing Plan (TPP) that has or will expire between September 1, 2003 and November 30, 2003 or the promotion in F.C.C. 2, section 17.2 (11) to qualify for Contract Offer No. 19. (D)

22.19.4 (1) Service Offer Terms and Conditions

(A) Term Period

The Term Period is 12 months (1 year), (the "Term Period"), commencing on the date the Telephone Company completes and Customer accepts the (1) access service order. Billing will commence no later than 30 days after the Term Period commences. This offer is not renewable. (D)

If at the expiration of the Term Period, the Customer elects to continue service, the customer may choose from payment options in accordance with the regulations as described in the following Tariff F.C.C. 2, Section 21;

- Section 21 for (1), (1) and (1) Service, DS1 and DS3 Services. (D)

If the Customer does not choose an option described above and elects not to discontinue service, the customer will automatically be billed the monthly rates found in Section 21.5.2.7 for DS1 and DS3 or the monthly extension rate found in Section (1) for (1) Service. (D)

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(1) See footnote (1) on page 22-117

22. Pricing Flexibility Contract Offerings (Cont'd)

22.19 Contract Offer No. 19 – [1] Service Offer (Cont'd) (D)

22.19.4 [1] Service Offer Terms and Conditions (Cont'd) (D)

(B) Terms and Conditions

(1) This Contract Offer 19 is only available for circuits located in the following Metropolitan Statistical Area (MSA):

- Phase 1 Pricing-Flexibility MSA: Chicago, IL

(2)This Contract Offer 19 is only available November 14, 2003 through December 14, 2003.

(3) If Customer should discontinue service under Contract Offer 19 during the Term Period, termination liability charges will be determined in accordance with Section 22.19.6.

(4) Customer agrees to subscribe to this Contract Offer No. 19 in accordance with the regulations set forth in Tariff F.C.C. 2, Section 5.

(5) Rate stability under this Contract Offer No. 19 Term Period applies only to the rates specific to Contract Offer No. 19 as described in Section 22.19.5. Purchase of the services listed above under Contract Offer No. 19 are also subject to certain rates and charges in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 13-Additional Engineering, Additional Labor & Miscellaneous Services and 21-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 22.19.5), as applicable and such rates and charges may be modified through the filing of tariff changes at any time during the Term Period.

(6) Purchase of the services listed above under Contract Offer 19 are also subject to general terms and conditions of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, however such tariff modifications will not change the regulations described in Contract Offer No. 19.

(7) If after the Customer has signed the Letter of Authorization-Firm Order Commitment (LOA-FOC), the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

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[1] See footnote (1) on page 22-117

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.19 Contract Offer No. 19 – (1) Service Offer (Cont'd) (D)

22.19.4 (1) Service Offer Terms and Conditions (Cont'd) (D)

(B) Terms and Conditions (Cont'd)

(8) During the Term Period, the Customer may issue service orders increasing capacity bandwidth of the (1) without incurring any increase in the rates and charges set forth in Section 22.19.5, up to the capacity limits listed below: (D)

(1)		(D)
(1)		(D)

(9) Customer will not be able to subscribe to any future contract offerings in section 22 in conjunction with this Contract Offer No. 19.

(10) Revenues under this Contract Offer No. 19 will not be eligible for inclusion in the Managed Value Plan (MVP) offering in Tariff F.C.C. 2, Section 19.

(11) Customers who subscribe to the Contract Offer 19 may move DS1 and DS3 ((1)) circuits that are on the ring (as described in Tariff F.C.C. 2, section 7.2.11) and will not incur termination liability. Circuits that traverse off the (1) incur termination liability for the respective service, i.e., DS1, DS3 in Tariff F.C.C. 2, Section 7. Disconnect orders associated with (1) moves do not have to be coordinated with add orders provided the following conditions are met: (D) (D) (D)

- new service location is within the same MSA as the original service; and
- where facilities do not exist, Customer pays all applicable Special Construction charges.

(12) Customers who subscribe to the Contract Offer 19 may disconnect DS1 and DS3 (1) services as listed in Section 21 without changing the Term Period or incurring termination liability. (D)

(13) If the Customer requests modifications to the Contract Offer 19 network design originally constructed for the Customer under Contract Offer 19, the Customer agrees to pay the Telephone Company time and material charges for each modification as described in Tariff F.C.C. 2, Section 13. Modifications of services include, but are not limited to: reconfiguration of existing (1), shelf rearrangements, (1) moves, (1) provisioning changes and customer premises rearrangements. (D)

(14) If the Customer requests additional bandwidth, (1), ring mileage, (1) or other service feature and functions, the Customer will pay the tariff rates for those additions as contained in Section 21-Metropolitan Statistical Area Access Services. (D)

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(1) See footnote (1) on page 22-117

22. Pricing Flexibility Contract Offerings (Cont'd)

22.19 Contract Offer No. 19 – (1) Service Offer (Cont'd) (D)

22.19.5 Rates and Charges

All rates and charges will be found in F.C.C. 2, section (1). (D)

22.19 .6 Termination Liability

Termination liability as described below applies in lieu of the termination liability described in Tariff F.C.C. 2, Section 7.4.10(C). If Customer terminates the Contract Offer No. 19 before the completion of the Term Period for any reason, the Customer agrees to pay to the Telephone Company termination liability charges as described below. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described in Tariff F.C.C. 2, Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

- 50% of all recurring charges for the balance of Customer's one (1) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a $20,000 monthly rate terminates service after two months and has ten months remaining in a one year billing period. The termination liability charge would be calculated as:

$20,000 X 10 X 50% = $100,000 termination liability charge.

22. Pricing Flexibility Contract Offerings

22.20 Contract Offer No. 20 – MVP DS1, DS3 and (1) Service Offer (D)

22.20.1 General Description

MVP DS1, DS3 and (1) Service Offer ("Contract Offer No. 20") is an access discount pricing plan for MVP Customers where subscription is required in four of the SBC Companies: Ameritech Operating Companies, Southwestern Bell Telephone Company, Southern New England Telephone Company and Pacific Bell Telephone Company. This Offering provides a 50% discount off recurring tariff rates for DS1, DS3, and (1) Services that meet the Eligibility Criteria as described in Section 22.20.3 and are subject to the Terms and Conditions as described in Section 22.20.4. Customers will continue to receive MVP discounts provided that they meet their MVP contract obligations in Section 20 of F.C.C. No. 2 Tariff. (D) (D)

Customers must commit to a Current Annual Revenue Commitment (CARC), as described in Section 22.20.5. To ensure that the customer will meet the CARC by end of year 2004 and 2005, the Telephone Company will review revenue quarterly. In the event the customer is not meeting their CARC, the customer will be required to remit payments, via the quarterly True-Up process described in Section 22.20.6, otherwise termination liabilities will apply.

This Contract Offer No. 20 will only be available between November 18, 2003 through January 18, 2004.

22.20.2 Services Available Under Contract Offer No. 20

(A) This Contract Offer No. 20 offers discounts on the recurring rates for the Price Flex eligible DS1, DS3 and (1) Access Services (hereafter referred to as Subject Services) contained in the Tariff Sections listed below, and only in the Metropolitan Statistical Areas (hereafter referred to as MSAs) defined in Section 22.20.4(C). (D)

Service	General / Basic Description	Phase 1 MSAs Rates and Charges	Phase 2 MSAs Rates and Charges
DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7
(1)			

(D)

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(1) Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 20 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings

22.20 Contract Offer No. 20 – MVP DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.20.2 Services Available Under Contract Offer No. 20 (Cont'd)

(B) Purchase of the Subject Services listed above pursuant to Contract Offer No. 20 are subject to the specific terms and conditions of Section 22.20.4. Additionally purchase of the services listed above pursuant to Contract Offer No. 20 are also subject to the general terms and conditions of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 6- Switched Access Service, 7-Special Access Service and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such general terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, however, such changes will not change the regulations described in Contract Offer No. 20.

Subject Services continue to be governed by the respective terms and conditions of the MVP provisions in section 20, F.C.C. Tariff No. 2 except as noted herein.

22.20.3 Eligibility Criteria for Contract Offer No. 20

(A) Contract Offer No. 20 is only available to Customers who are currently subscribing to MVP, in the following Telephone Companies:

- Ameritech Operating Companies (AIT) F.C.C. No. 2 Section 19
- Southwestern Bell Telephone Company (SWBT) F.C.C. No. 73 Section 38; and
- Pacific Bell Telephone Company (PBTC) F.C.C. No. 1 Section 22.

(B) Customer must also concurrently subscribe to the identical contract offers of Contract Offer No. 20 pursuant to the following tariffs:

- SWBT Tariff F.C.C. No. 73, Section 41, Contract Offer No. 15;
- PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 20; and
- SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 1.

(C) A minimum of 4% of the Customer's Current Annual Revenue Commitment, as described in Section 22.20.5, must come from services previously provided by a carrier other than the Ameritech Operating Companies and it's affiliates. This 4% level will be measured at the end of the Term Period, however, the 4% requirement may be demonstrated at any time during the contract period. Customer must adhere to the following Sections (1) and (2).

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[1] See footnote (1) on page 22-122

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.20.3 Eligibility Criteria for Contract Offer No. 20 (Cont'd)

(C) (Cont'd)

(1) Customer must provide documentation to demonstrate that the Subject Services have been converted from another carrier to Telephone Company services. Documentation may include but is not limited to: circuit detail records, invoices, and coordinated orders to move the service. The Telephone Company is willing to review other documents that the Customer may deem appropriate to meet this criteria, however only to the extent that it does not result in breach of any non-disclosure agreements which may govern the distribution of such information.

(2) If Customer fails to reach the 4% requirement as measured at the end of the Term Period, the Customer will be deemed to have terminated Contract Offer No. 20 and termination liabilities will apply as set forth in Section 22.20.7.

22.20.4 Terms and Conditions

(A) Term Period

The contract Term Period will commence on the date the Telephone Company receives a completed Letter of Authorization and expires on December 31, 2005 ("Term Period").

This offer is not renewable.

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[1] See footnote (1) on page 22-122

22. Pricing Flexibility Contract Offerings (Cont'd)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.20.4 Terms and Conditions (Cont'd)

(B) Application

Subject Services to which the Customer already subscribes as of the commencement of the Term Period will receive discounts effective upon the commencement of the Term Period.

Subject Services purchased after the commencement of the Term Period will receive the discounts only after the service has been provisioned.

Monthly billing credits will be issued for every month in which the Subject Services are purchased in compliance with the eligibility criteria in Section 22.20.3. The Credits will be applied within 30 days after each billing cycle.

(C) This Contract Offer No. 20 is only available for Subject Services located in the following MSAs:

Pricing-Flexibility MSAs: Chicago, Illinois; Detroit/Ann Arbor, Michigan; Cleveland/Lorain/Elyria, Dayton, and Columbus, Ohio.

(D) Contract Offer No. 20 provides a discount of 50% off the monthly recurring tariff rates listed in Section 22.20.2 (A) for existing and new Subject Services.

Example:

Subject Services Monthly Recurring Charge	= $2000
50% Discount	= $1000

(E) Customer agrees to maintain a Current Annual Revenue Commitment (as described in Section 22.20.5) for the calendar years of 2004 and 2005.

(F) Customer agrees to a quarterly true-up as described in Section 22.20.6 for the calendar years of 2004 and 2005.

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[1] See footnote (1) on page 22-122

22. Pricing Flexibility Contract Offerings (Cont'd)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.20.5 Current Annual Revenue Commitment

Under Contract Offer No.20, Customer will commit to maintain a Current Annual Revenue Commitment (CARC). The CARC will be established using either the Customer's current MVP MARC or an Annual Revenue Commitment calculated as outlined below in Section 22.20.5(A), whichever is greater. The CARC will be established as soon as the Telephone Company receives the Letter Of Authorization from the customer.

(A) Determining the Annual Revenue Commitment

The Customer's Annual Revenue Commitment is calculated based on the total of the previous three (3) months recurring billing for all MVP qualified access services prior to any MVP discounts (as listed in F.C.C. 2, Section 19.2), multiplied by four (4). The Annual Revenue Commitment is calculated as follows:

Previous Three (3) Months Recurring Billing X 4 = Annual Revenue Commitment

(B) The CARC will not change during the contract Term Period.

(C) If the Customer fails to achieve the CARC on either of the contract anniversary dates (December 31, 2004 or December 31, 2005), and fails to remit the annual projected gap payment, the Customer will be deemed to have terminated its participation in Contract Offer No. 20 and termination liability charges will apply as set forth in Section 22.20.7.

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[1] See footnote (1) on page 22-122

22. Pricing Flexibility Contract Offerings (Cont'd)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.20.6 Quarterly True-Up

To ensure that the customer will meet the CARC by the end of year 2004 and 2005, the Telephone Company will review revenues quarterly. In the event that the Customer has an estimated shortfall, the Customer is required to remit Quarterly Gap Payments as described below. Quarterly is defined as consecutive three (3) month periods commencing January 1, 2004. The process of remitting payments to eliminate the Annual Projected Gap is referred to as the True-Up process.

The Telephone Company will calculate the Customer's Annual Projected Gap (if any) on a quarterly basis. The Annual Projected Gap is the CARC, less any annual projected MVP discounts, less actual annualized revenues. Actual annualized revenue is the Customer's actual billed amount to date, annualized to determine end of year estimated revenues. Actual annualized revenues will include any previous quarterly gap payment that the Customer has made. For this calculation, the actual annualized revenues are calculated after discounts from this Contract Offer No. 20, and any other applicable credits or discounts (i.e., MVP) have been applied.

Example A: Annual Projected Gap calculation at end of 1st quarter

CARC	= $12,000,000
Less projected MVP discounts	= $ 2,000,000
Sub total	= $10,000,000
Less actual quarterly revenue ($1.5M) X 4 (annualized)	= $ 6,000,000
Annual Projected Gap	= $ 4,000,000

(A) If there is a positive Annual Projected Gap as measured above for the quarter, the Customer agrees to make Quarterly True-Up payments. Quarterly True-Up payments will be calculated using the percentages in section 22.20.6 (B) and will be applied to the Annual Projected Gap to determine the gap payment. See example B in Section 22.20.6.

(B) Quarterly True-up payments will be calculated utilizing the following percentiles:

Quarter	Percent
1st	0%
2nd	25%
3rd	66%
4th	100%

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[1] See footnote (1) on page 22-122

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and (1) Service Offer (Cont'd) (D)

22.20.6 Quarterly True Up (Cont'd)

(B) (Cont'd)

Example B: Quarterly True-up

1st Quarter
Actual revenue 1st Quarter:
January = $ 400,000
February = $ 500,000
March = $ 600,000
Total = $1,500,000

CARC = $12,000,000
Less projected MVP discount = $ 2,000,000
Sub total = $10,000,000
Less actual 3 months revenue ($1.5M) x 4 (annualized): = $ 6,000,000
Annual Projected Gap = $ 4,000,000

$4,000,000 x 0% = $0.00 Quarterly True-up payment

2nd Quarter
Actual revenue 1st and 2nd Quarter:
January = $ 400,000
February = $ 500,000
March = $ 600,000
April = $ 600,000
May = $ 700,000
June = $ 700,000
Total = $3,500,000

CARC = $12,000,000
Less projected MVP discount = $ 2,000,000
Sub total = $10,000,000
Less actual 6 months revenue ($3.5M) x 2 (annualized): = $ 7,000,000
Annual Projected Gap = $ 3,000,000

$3,000,000 x 25% = $750,000 Quarterly True-up payment

(1) See footnote (1) on page 22-122

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and (1) Service Offer (Cont'd) (D)

22.20.6 Quarterly True Up (Cont'd)

(B) (Cont'd)

Example B: Quarterly True-up (Cont'd)

3rd Quarter

Actual revenue 1st, 2nd and 3rd Quarter
January = $ 400,000
February = $ 500,000
March = $ 600,000
April = $ 600,000
May = $ 700,000
June = $ 700,000
July = $ 500,000
August = $ 600,000
September = $ 665,038
Total = $5,265,038

CARC = $12,000,000
Less projected MVP discounts = $2,000,000
Sub total = $10,000,000
Less (9 months actual revenue + 2nd Quarter Gap payment) x 1.33:
($5,265,038 + $750,000) x 1.33 = $8,000,000
Annual projected Gap = $2,000,000
$2,000,000 x 66% = $1,320,000 Quarterly True-up payment

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(1) See footnote (1) on page 22-122

22. Pricing Flexibility Contract Offerings (Cont'd)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.20.6 Quarterly True Up (Cont'd)

(B) (Cont'd)

Example B: Quarterly True-up (Cont'd)

Quarter 4

Actual revenue 1st, 2nd, 3rd and 4th Quarter

January	= $ 400,000
February	= $ 500,000
March	= $ 600,000
April	= $ 600,000
May	= $ 700,000
June	= $ 700,000
July	= $ 500,000
August	= $ 600,000
September	= $ 665,038
October	= $ 500,000
November	= $ 550,000
December	= $ 614,962
Total	= $6,930,000

CARC	= $12,000,000
Less projected MVP discounts	= $2,000,000
Sub total	= $10,000,000
Less (12 months actual revenue + 2nd & 3rd Quarter Gap payment):	
$6,930,000 + $750,000 + $1,320,000	= $9,000,000
Annual Projected Gap	= $1,000,000

$1,000,000 x 100% = $1,000,000 Quarterly True-up payment

In the example above at the end of the 4th Quarter the Customer's actual revenue plus the Customer's Quarterly Gap payments, plus projected MVP discounts will equal the CARC.

$6,930,000 + $750,000 + $1,320,000 + $1,000,000 + $2,000,000 = $12,000,000

(C) SBC will provide customer a quarterly gap payment bill (if applicable) within 30 days after the end of the quarter.

(D) If at the end of either contract anniversary date (December 31, 2004 or December 31, 2005) the customer has exceeded their CARC (actual revenue + gap payments) and have made Quarterly Gap Payments, SBC will credit the customers account the amount exceeding the CARC, but not greater than the total gap payments the customer has made.

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[1] See footnote (1) on page 22-122

22. Pricing Flexibility Contract Offerings (Cont'd)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.20.7 Termination Liability Charges

If the Customer terminates service before the completion of the term for any reason whatsoever the customer agrees to pay the Telephone Company termination liability charges described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 60 days prior to the desired date of termination to the Telephone Company.

If the Customer fails to meet any of the eligibility criteria in section 22.20.3 or fails to maintain any of the Terms and Conditions in section 22.20.4, the Customer will be deemed to have terminated its participation in Contract Offer No. 20 and termination liability charges will apply as stated below and will be payable pursuant to F.C.C. No. 2 , Section 2.4.

Customers termination liability shall be equal to:

(A) 100% of all Discounts received under this Contract Offer No. 20 during the six (6) months immediately prior to the date of termination, plus;

(B) 25% of the CARC for each year in the remaining portion of the Term Period.

Any previous gap payments paid by the customer will be forfeited.

Example C:

The Customer signs up for Contract Offer No. 20 on November 1, 2003. The Customer terminates its participation in Contract Offer No. 20 effective September 15, 2004. The termination liability charge that would apply is calculated as follows:

Annual CARC = $12M
Monthly CARC = $12M / 12 months = $1M
Number of months remaining in contract = 15.5
Remaining value of CARC = 15.5 x $1M = $15.5M
25 % of remaining value of CARC = .25 x $15.5M = $3.875M
March 2004 - August 2004 discounts = $500K

Total Termination Liability Charge = $3.875M + $500K = $4.375M

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[1] See footnote (1) on page 22-122

22. Pricing Flexibility Contract Offerings

22.21 Contract Offer No. 21 – (1) and (1) Capacity Offer (D)

22.21.1 General Description

(1) and (1) Capacity offer (Contract Offer No. 21) is an access discount plan that permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas, (hereafter referred to as MSAs) to receive the discounts described in Section 22.21.5 for two new (1) and/or (1) Services or (1) Services in any combination. The contract will also provide the Customer a discount on new DS3, (1), (1), (1), and (1), subtending circuits. The Customer must meet the eligibility criteria described in section 22.21.3 below. The discounts are also available based on the terms and conditions contained in section 22.21.4. This Contract Offer No. 21 is available in the MSAs listed in section 22.21.4 (B) 1. (D) (D) (D)

22.21.2 Services Available Under Contract Offer No. 21

(A) Contract Offer No. 21 applies to pricing flexibility-qualified access services contained in the following respective tariff sections:

- (1); (D)
- (1). (D)

Subtending Circuits:

- Ameritech DS1/DS3 Service - Ameritech Tariff F.C.C. No 2, Section 21.5.2.7;
- (1). (D)

(B) All terms and conditions for the qualified services listed above are governed by the respective tariff sections as noted herein.

22.21.3 Contract Offer No. 21 - Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the Contract Offer No. 21 discount:

(1) Service must be a pricing – flexibility-qualified service listed in section 22.21.2 (A);
(2) Service must be located in an MSA listed in Section 22.21.4(B)1;
(3) Customer must purchase two new (1) and/or (1) services or (1) Services in any combination to qualify for this offering. (D)

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(1) Material previously contained in this section has been deleted. OCN PTP and DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 21 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.21 Contract Offer No. 21 – (1) and (1) Capacity Offer (D)

22.21.4 Terms and Conditions

(A) Term Period

The contract term period is five (5) years on the (1) services commencing on the date billing begins. Contract term periods are one (1), two (2), or three (3) years on any DS1 subtending services commencing on the date billing begins. Contract term periods are one (1), or three (3) years on DS3 or (1) subtending services commencing on the date billing begins. Billing commences no more than five (5) days following the Telephone Company's completion of the service order. This offer is not renewable. (D) (D)

If at the expiration of the Customer's contract Term Period, Customer elects to continue service , Customer shall select from rates and terms in Sections 7.5.9, (1) and (1) for Phase 1 MSAs and Section 21.5.2.7, (1) and (1), for Phase 2 MSAs. If the Customer does not elect an option, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 7.5.9, (1) and (1) for Phase 1 MSAs and Section 21.5.2.7, (1) and (1), for Phase 2 MSAs. (D) (D) (D)

Rate stability under this contract Term Period applies only to the rates specific to Contract Offer No. 21 as listed in Section 22.21.5. Purchase of the services listed above under Contract Offer No. 21 are also subject to certain rates and charges in sections 2- General regulations, 5-Ordering Options for Switched and Special Access Service, 13-Additional Engineering, Additional Labor & Miscellaneous Services and 21-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 21.5.2), as applicable and such rates and charges may be modified through the filing of tariff changes at any time during the Term Period.

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(1) See footnote (1) on page 22-132

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.21 Contract Offer No. 21 – (1) and (1) Capacity Offer (Cont'd) (D)

22.21.4 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer No. 21 is only available for facilities located in the following Metropolitan Statistical Areas:

- Champaign/Urbana, Chicago, IL; Detroit, MI; Cleveland, Columbus, OH and Milwaukee, WI.

(2) This Contract Offer No. 21 is only available December 11, 2003 through January 11, 2004.

(3) If the Customer should discontinue service as defined in Section 22.21.5 under this Contract Offer No. 21 during the term period of this agreement, termination liability charges will apply in accordance with Section 22.21.6.

(4) Customer agrees to subscribe to the services available under this Contract Offer No. 21 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched & Special Access Service. Customer agrees to pay special construction charges as referenced in F.C.C. 3.

(5) Customer agrees to place access service order request for one new (1) Service at time of subscription to this Contract Offer No. 21. Customer must place the additional access service order request for the second new (1) Service by December 31, 2004. (D) (D)

(6) Customer can purchase subtending circuits anytime during the five year term period of the (1) service. (D)

(7) If after the Customer has signed the Telephone Company's Letter of Authorization-Firm Order Commitment (LOA-FOC), the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(8) Revenues under this Contract Offer No. 21 will not be eligible for inclusion in the Managed Value Plan (MVP) and Sunrise offerings.

(9) Customer agrees not to resell any capacity on services covered under this Contract Offer No. 21 to a third party.

(10) Customer will not be able to subscribe to any future contract offerings in Section 22 in conjunction with this Contract Offer No. 21 that might be offered by the Telephone Company for services covered under this Contract Offer No. 21.

(11) Customer commits to a 50% fill rate on the new Subject Services, by the end of the second year in the customer's 5 year Term.

(1) See footnote (1) on page 22-132

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22. Pricing Flexibility Contract Offerings (Cont'd)

(D)

22.21 Contract Offer No. 21 – (1) and (1) Capacity Offer (Cont'd)

22.21.5 Contract Offer No. 21 Term Discounts

Under this Contract Offer No. 21, the Customer will receive discounts on the following rates in Tariff sections below:

- (1); (D)
- (1). (D)

Subtending Circuits:

- Ameritech DS1/DS3 Service - Ameritech Tariff F.C.C. No 2, Section 7.5.9 for Phase 1 MSAs, or Section 21.5.2.7 for Phase 2 MSAs;
- (1). (D)

The discount percentages are noted in the following Term Pricing Plan (TPP) table below:

Service	1 year TPP discount	2 year TPP discount	3 year TPP discount	5 year TPP discount	
(1)					(D)
(1)					(D)
DS1 subtending	15%	25%	35%	35%	
DS3 subtending	17%	Not available	35%	35%	
(1)					(D)

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(1) See footnote (1) on page 22-132

22. Pricing Flexibility Contract Offerings (Cont'd)

22.21 Contract Offer No. 21 – (1) and (1) Capacity Offer (Cont'd) (D)

22.21.6 Termination Liability

Termination liability as described below applies in lieu of the termination liability language contained in section 7.4.10(C). If Customer terminates Contract Offer No. 21 before the completion of the term period for any reason, the Customer agrees to pay the telephone company termination liability charges as described below. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described in section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

- 50% of all recurring charges for the balance of the Customer's three (3) or five (5) year Term Period for the services that are terminated.

- All remaining services that have not been terminated will convert to the prevailing tariff rates applicable. Prevailing tariff rates are noted in Section 7.5.9, (1) and (1) for Phase 1 MSAs and Section 21.5.2.7, (1) and (1), for Phase 2 MSAs. (D) (D)

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)
Example: A Customer with two (1) terminates one of the (1). The terminated service will incur termination liability charges as follows: $20,000 monthly rate terminates service after two years and has thirty-six months remaining in a five year billing period. The termination liability charge would be calculated as: (D)

$20,000 X 36 X 50% = $360,000 termination liability charge

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(1) See footnote (1) on page 22-132

22. Pricing Flexibility Contract Offerings

22.22 Contract Offer No. 22 – [1] Offer (D)

22.22.1 General Description

[1] Offer (Contract Offer 22) offers Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.22.5 for new [1] Service, and associated new DS3 and DS1 special access transport bandwidth, that together make up an [1] network. (D) (D)

22.22.2 Services Available Under Contract Offer 22

(A) Contract Offer 22 applies to pricing-flexibility-qualified access services contained in the following tariff sections:

(1) [1] and (D)
(2) DS1 Service and DS3 Service – Ameritech Tariff F.C.C. No. 2, Section 21

(B) All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

22.22.3 Eligibility Criteria - Contract Offer 22

(A) The following eligibility criteria must be met in order to receive the Contract Offer 22 discount:

1. Service must be a pricing-flexibility-qualified service listed in Section 22.22.2 (A);
2. Service must be located in an MSA listed in 22.22.4 (B)(1);
3. Service must be for new installations only;
4. All traffic must originate or terminate at a Mobile Switching Center (MSC).

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[1] Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 22 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.22 Contract Offer No. 22 – (1) Offer (Cont'd) (D)

22.22.4 Contract Offer No. 22 Terms and Conditions

(A) Term Period

The contract term is five (5) years, (the "Term Period") commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's completion of the (1) access service order. This offer is not renewable. (D)

At the expiration of the Term Period, Customer may choose from the payment options in:

- Section 7 for (1) Service, (D)
- Section 7 for DS3 and DS1 Service.

If at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections above, in the case of DS1 and DS3 service, the Customer will automatically be billed the monthly rates found in Section 21.5.2; and in the case of (1) Service, the Customer will automatically be billed the monthly extension rates found in Section 21.5.2. (D)

Rate stability under this contract term applies only to the rates specific to Contract Offer 22 as listed in Section 22.22.5. Purchase of the services listed above under Contract Offer 22 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, however such tariff modifications will not change the regulations described in Contract Offer No 22.

Purchase of the services listed above under Contract Offer 22 are subject to the specific terms and conditions of section 22.22.4. Purchases of the services listed above under Contract Offer 22 are also subject to general terms and conditions of F.C.C. Tariff No. 2 and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

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(1) See footnote (1) on page 22-137

22. Pricing Flexibility Contract Offerings (Cont'd)

(D)

22.22 Contract Offer No. 22 – [1] Offer (Cont'd)

22.22.4 Contract Offer No. 22 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer 22 is only available for circuits located in the following MSAs:

Pricing Flexibility MSAs

- Detroit/Ann Arbor, Flint, Grand Rapids, Kalamazoo, and Lansing Michigan.

(2) This Contract Offer 22 is only available January 14, 2004 through March 14, 2004.

(3) In order to subscribe to Contract Offer 22, a Customer must submit a completed copy of the Letter of Authorization / Firm Order Commitment (LOA-FOC), for Contract Offer 22.

(4) If the Customer should discontinue service under Contract Offer 22 during the Term Period, termination liability charges will apply in accordance with Section 22.22.6.

(5) If, after the Customer has submitted the Letter of Authorization / Firm Order Commitment (LOA-FOC) and prior to commencement of the Term Period, the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(6) Customer agrees to subscribe to this service in accordance with the regulations set forth in Section 5.

(7) If the Customer requests modifications to the Contract Offer 22 network design originally constructed for the Customer under Contract Offer 22, the Customer agrees to pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to: reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements.

(8) Services under this Contract Offer 22 will not be eligible for benefits under the Managed Value Plan (MVP) offering in Section 19.

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(1) See footnote (1) on page 22-137

22. Pricing Flexibility Contract Offerings (Cont'd)

22.22 Contract Offer No. 22 – (1) Offer (Cont'd) (D)

22.22.4 Contract Offer No. 22 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(9) If the Customer requests that the (1) Service that it purchased under this Contract Offer 22 be upgraded to a higher speed service in the same MSA covered under this Contract Offer 22, such conversions are subject to the following conditions: (D)

(a) The aggregate of the monthly payments with respect to the upgraded service over the term of such service (the "Upgrade Service Revenue Value") must be equal to or greater than the aggregate of the monthly payments with respect to Contract Offer 22 over the remainder of the Term Period (the "Existing Service Revenue Value").

(b) If the Upgrade Service Revenue is less than the Existing Service Revenue Value, the Customer may make a one-time payment equal to the difference between the Upgrade Service Revenue and the Existing Service Revenue Value. This payment must be made before the Telephone Company begins work on the requested upgrade.

Otherwise the Customer must notify the Telephone Company in writing of its desire to convert to the upgraded service. The Telephone Company will terminate Contract Offer 22 and termination liability charges as determined in accordance with Section 22.22.6. will apply.

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(1) See footnote (1) on page 22-137

22. Pricing Flexibility Contract Offerings (Cont'd)

22.22 Contract Offer No. 22 – (1) Offer (Cont'd) (D)

22.22.4 Contract Offer No. 22 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(10) If the Customer wishes to assign or transfer its use of services under this Contract Offer 22 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled unless the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

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

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(1) See footnote (1) on page 22-137

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.22 Contract Offer No. 22 – [1] Offer (Cont'd) (D)

22.22.5 Rates and Charges

(A) [1] Service Rates and Charges: (D)
Customer shall pay the following Nonrecurring Charge (NRC) and Monthly Recurring Charge (MRC) for the new [1] Service: (D)

Nonrecurring Charges (NRC):
Administrative Charge- [1] $ 50.00 (D)
Design and Central Office Connection Charge-[1]$ 600.00 (D)

Monthly Recurring Charge (MRC):
[1] Service$ 28,323.00

The [1] Service MRC includes the following components: (D)

[1]	USOC	Quantity	(D)
[1]			(D)
[1]			(D)
[1]			(D)
[1]			(D)
[1]			(D)
[1]			(D)

(B) [1] Additional Services Rates and Charges: (D)
Customer may subscribe to the following additional [1] services at the MRC rates below: (D)

[1]	USOC	MRC	(D)
[1]			(D)
[1]			(D)
[1]			(D)
[1]			(D)
[1]			(D)

If a [1] is added after the initial installation of the [1], the new node will be co-terminus with the initial Term Period. However, if a [1] is added during the last 12 (twelve) months or less of the Term Period, the customer will be billed the [1] MRC for a minimum period of 12 (twelve) months. (D) (D) (D)

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[1] See footnote (1) on page 22-137

22. Pricing Flexibility Contract Offerings (Cont'd)

22.22 Contract Offer No. 22 – (1) Offer (Cont'd) (D)

22.22.5 Rates and Charges (Cont'd)

(C) During the Term Period, the Customer may subscribe to the following DS1 subtending services, up to the capacity of the (1), at the MRC rates below:

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service LDC - Zone	**USOC**	**MRC**
Zone 1	TZ4X1	$85.00
Zone 2	TZ4X2	$92.00
Zone 3	TZ4X3	$100.00
Zone 4	TZ4X4	$109.00
Zone 5	TZ4X5	$115.00

(2) Channel Mileage Termination (CMT) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service CMT - Zone	**USOC**	**MRC**
Zone 1	CZ4X1	$22.00
Zone 2	CZ4X2	$22.00
Zone 3	CZ4X3	$27.00
Zone 4	CZ4X4	$43.00
Zone 5	CZ4X5	$45.00

(3) Channel Mileage (CM) – Per Mile - Bit Rate 1.544 Mbps:

DS1 Service CM - Zone	**USOC**	**MRC**
Zone 1	1YZX1	$17.00
Zone 2	1YZX2	$17.50
Zone 3	1YZX3	$18.00
Zone 4	1YZX4	$18.00
Zone 5	1YZX5	$19.50

When a DS1 is added to the (1), the DS1 will be co-terminus with the initial Term Period of Contract Offer 22. (D)

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(1) See footnote (1) on page 22-137

22. Pricing Flexibility Contract Offerings (Cont'd)

22.22 Contract Offer No. 22 – [1] Offer (Cont'd) (D)

22.22.5 Rates and Charges (Cont'd)

(D) During the Term Period, the Customer may subscribe to the following DS3 subtending services, up to the capacity of the [1], at the MRC rates below: (D)

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 44.736 Mbps:

DS3 Service LDC - Zone	USOC	MRC
Zone 1	TZUP1	$852.00
Zone 2	TZUP2	$861.00
Zone 3	TZUP3	$905.00
Zone 4	TZUP4	$922.00
Zone 5	TZUP5	$931.00

(2) Channel Mileage Termination (CMT) – Per Point of Termination:

DS3 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$213.00
Zone 2	CZ4X2	$218.00
Zone 3	CZ4X3	$239.00
Zone 4	CZ4X4	$285.00
Zone 5	CZ4X5	$289.00

(3) Channel Mileage (CM) – Per Mile:

DS3 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$30.00
Zone 2	1YZX2	$31.00
Zone 3	1YZX3	$34.00
Zone 4	1YZX4	$43.00
Zone 5	1YZX5	$44.00

(4) Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1:

DS3 Service 3/1 MUX - Zone	USOC	MRC
Zone 1	QM3X1	$392.00
Zone 2	QM3X2	$399.00
Zone 3	QM3X3	$413.00
Zone 4	QM3X4	$435.00
Zone 5	QM3X5	$444.00

When a DS3 is added to the [1], the DS3 will be co-terminus with the initial Term Period of Contract Offer 22. However, if a DS3 is added during the last 12 months or less of the Term Period, the customer will be billed the DS3 MRC for a minimum period of 12 (twelve) months. (D)

[1] See footnote (1) on page 22-137

22. Pricing Flexibility Contract Offering (Cont'd)

22.22 Contract Offer No. 22 – [1] Offer (Cont'd) (D)

22.22.6 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates Contract Offer 22 before the completion of the Term Period for any reason, Customer agrees to pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

50% of all monthly recurring charges ([1], DS1 and DS3 services) for the balance of the Customer's five (5) year Term Period. (D)

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: Customer with a $35,000 monthly recurring charge terminates service after three (3) years and has twenty-four (24) months remaining in a five (5) year term plan. The termination liability would be calculated as:

$35,000 X 24 X 50% = $420,000 termination liability charge.

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[1] See footnote (1) on page 22-137

22. Pricing Flexibility Contract Offering (Cont'd)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service – One Year Term (N)

22.23.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

(This page filed under Transmittal No. 1382)

22. Pricing Flexibility Contract Offering (Cont'd)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.23.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit-Ann Arbor, MI
- Eau Claire, WI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Janesville-Beloit, WI
- Kalamazoo, MI
- Kenosha, WI
- Lansing-East Lansing, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Racine, WI
- Rockford, IL
- Sheboygan, WI
- Springfield, IL
- Toledo, OH

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service –One Year Term (Cont'd) (N)

22.23.2Contract Terms

(A) Contract Offering No. 23 is available during the purchase period, which begins January 31, 2004 and ends July 31, 2004.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 23.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 23 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.23.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.23.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 23 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 23 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 23 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 23 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 23.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 23 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.23.2 (K).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service –One Year Term (Cont'd) (N)

22.23.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 23 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 23 terminated and the termination charges described in 22.23.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 22.23.3 (B).

(K) The customer may elect to discontinue Contract Offering No. 23 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.23.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 23 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 23, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 23.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.23.2 Contract Terms (Cont'd)

(L) (Cont'd)

Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 23 terminated. If Contract Offering No. 23 is terminated during the initial contract term, the termination charges described in 22.23.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.23.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.23.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.23.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.23.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term

22.24.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term (Cont’d)

22.24.1 General Description (Cont’d)

(B) (Cont’d)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C)AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit-Ann Arbor, MI
- Eau Claire, WI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Janesville-Beloit, WI
- Kalamazoo, MI
- Kenosha, WI
- Lansing-East Lansing, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Racine, WI
- Rockford, IL
- Sheboygan, WI
- Springfield, IL
- Toledo, OH

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.24.2 Contract Terms

(A) Contract Offering No. 24 is available during the purchase period, which begins January 31, 2004 and ends July 31, 2004.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 24.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 24 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.24.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.24.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 24 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 24 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 24 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 24 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 24.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 24 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.24.2 (K).

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.24.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 24 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 24 terminated and the termination charges described in 22.24.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 24 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.24.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 24 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 24, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 24.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.24.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 24 terminated. If Contract Offering No. 24 is terminated during the initial contract term, the termination charges described in 22.24.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.24.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.24.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.24.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.24.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$310.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term

22.25.1 General Description

(A)Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B)The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.25.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C)AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit-Ann Arbor, MI
- Eau Claire, WI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Janesville-Beloit, WI
- Kalamazoo, MI
- Kenosha, WI
- Lansing-East Lansing, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Racine, WI
- Rockford, IL
- Sheboygan, WI
- Springfield, IL
- Toledo, OH

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.25.2Contract Terms

(A) Contract Offering No. 25 is available during the purchase period, which begins January 31, 2004 and ends July 31, 2004.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 25.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 25 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.25.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.25.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D)The initial contract term for Contract Offering No. 25 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E)At the conclusion of the initial contract term, Contract Offering No. 25 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 25 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 25 upon thirty days written notice any time following the completion of the initial contract term.

(F)The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G)No other discount pricing plans apply.

(H)AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 25.

(I)If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 25 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.25.2 (K).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.25.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 25 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J)If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 25 terminated and the termination charges described in 22.25.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 25 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.25.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 25 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 25, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 25.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.25.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 25 terminated. If Contract Offering No. 25 is terminated during the initial contract term, the termination charges described in 22.25.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.25.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.25.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.25.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.25.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$250.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

22. Pricing Flexibility Contract Offerings

22.26 Contract Offer No. 26 – (1) Service Offer (D)

22.26.1 General Description

(1) Offer (Contract Offer No. 26) permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSA) to purchase (1). Customers must meet the eligibility criteria described in Section 22.26.2. (D) (D)

Contract Offer No. 26 is only available between February 7, 2004 and March 7, 2004.

22.26.2 (1) Service Offer - Eligibility Criteria (D)

(A) The following eligibility criteria must be met in order to receive the (1) Offer: (D)

1. Contract Offer No. 26 is only available for circuits located in the following Metropolitan Statistical Area (MSA):
   Phase 1 Pricing-Flexibility MSA: Milwaukee, Wisconsin

(B) Contract Offer No. 26 applies to pricing flexibility qualified access services contained in the following tariff sections:

1. (1); (D)
2. DS1 Service and DS3 Service – Ameritech Tariff F.C.C. No. 2, Section 21.

(C) Customer must have an existing (1) with a 60 month (5 Year) TPP contract. (D)

(D) All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 26 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.26 Contract Offer No. 26 – (1) Service Offer (Cont'd) (D)

22.26.3 (1) Service Offer - Terms and Conditions (D)

(A) Term Period

The Term Period is 60 months (5 years), (Term Period), commencing on the date the Telephone Company completes and Customer accepts the (1) access service order. Billing will commence no later than 30 days after the Term Period commences. This offer is not renewable. (D)

If at the expiration of the Term Period, the Customer elects to continue service, the customer may choose from payment options in accordance with the regulations as described in the following Tariff FCC. 2, Section 21.

If the Customer does not choose an option described above and elects not to discontinue service, the customer will automatically be billed the monthly rates found in Section 21.5.2.7 for DS1 and DS3 or the monthly extension rate found in Section (1) for (1) Service. (D)

(B) Terms and Conditions

(1) Contract Offer No. 26 is only available between February 7, 2004 and March 7, 2004.

(2) If Customer should discontinue service under Contract Offer No. 26 during the Term Period, termination liability charges will be determined in accordance with Section 22.26.5.

(2) Customer agrees to subscribe to this Contract Offer No. 26 in accordance with the regulations set forth in Tariff FCC. 2, Section 7.

(3) Rate stability under this Contract Offer No. 26 Term Period applies only to the rates specific to Contract Offer No. 26 as described in Section 22.26.4.

(4) Purchase of the services listed above under Contract Offer No. 26 are also subject to general terms and conditions of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in Contract Offer No. 26.

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(1) See footnote (1) on page 22-167

22. Pricing Flexibility Contract Offerings (Cont'd)

22.26 Contract Offer No. 26 – (1) Service Offer (Cont'd) (D)

22.26.3 (1) Service Offer - Terms and Conditions (Cont'd) (D)

(B) Terms and Conditions (Cont'd)

(5) If, after the Telephone Company receives the Letter of Authorization-Firm Order Commitment (LOA-FOC), the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(6) During the Term Period, the Customer may issue service orders increasing capacity bandwidth of the (1) in accordance with the FCC 2, Section 22. (D)

(7) Customer must purchase an (1) with the following capacity requirements. (D)

(1)	
(1)	

(D)
(D)

(8) Customer will not be able to subscribe to any future contract offerings in section 22 in conjunction with this Contract Offer No. 26.

(9) Customers who subscribe to Contract Offer No. 26 may move DS1 and DS3 ((1)) circuits that are on the ring (as described in Tariff FCC. 2, section 7.2.11) and will not incur termination liability. Circuits that traverse off the (1) will incur termination liability for the respective service, i.e., DS1, DS3 in Tariff FCC. 2, Section 7.2.11. Disconnect orders associated with (1) moves do not have to be coordinated with add orders provided the following conditions are met: (D) (D) (D)

- new service location is within the same MSA as the original service.

(10) Customers who subscribe to the Contract Offer 26 may disconnect DS1 and DS3 (1) services as listed in Section 21 without changing the term period of the offer. (D)

(11) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer 26, the Customer agrees to pay the Telephone Company time and material charges for each modification as described in Tariff FCC. 2, Section 21. Modifications of services include, but are not limited to: reconfiguration of existing (1), shelf rearrangements, (1) moves, (1) design provisioning changes and customer premises rearrangements. (D) (D)

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(1) See footnote (1) on page 22-167

22. Pricing Flexibility Contract Offerings (Cont'd)

22.26 Contract Offer No. 26 – (1) Service Offer (Cont'd) (D)

22.26.3 (1) Service Offer - Terms and Conditions (Cont'd) (D)

(B) Terms and Conditions (Cont'd)

(12) If the Customer requests additional bandwidth, (1), (1) mileage, (1) or other service feature and functions, the Customer will pay the tariff rates for those additions as contained in Section 21-Metropolitan Statistical Area Access Services. (D)

(13) Customer agrees not to resell any capacity on services covered under this Contract Offer No. 26 to a third party.

(14) If the Customer wishes to assign or transfer its use of services under this Contract Offer 26 pursuant to F.C.C. No. 2, Section 2.1 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1 are fulfilled unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

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

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(1) See footnote (1) on page 22-167

22. Pricing Flexibility Contract Offerings (Cont'd)

22.26 Contract Offer No. 26 – (1) Service Offer (Cont'd) (D)

22.26.4 Rates and Charges

(A)

Capacity	USOC	MRC	NRC
0-4 DS3 and 0-53 DS1		$20,595	$660

(D)

(B) Additional DS1, DS3, (1), capacities can be purchased on this (1) utilizing rates found in section 21.

22.26.5 Termination Liability

Termination liability as described below applies in lieu of the termination liability described in Tariff FCC. 2, Section 7.4.10. If Customer terminates the Contract Offer No. 26 before the completion of the Term Period for any reason, the Customer agrees to pay to the Telephone Company termination liability charges as described below. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described in Tariff FCC. 2, Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

- 50% of all recurring charges for the balance of Customer's 60 month (5 year) Term Period.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: A Customer with a $20,000 monthly rate terminates service after two months and has ten months remaining in a one year billing period. The termination liability charge would be calculated as:

$20,000 X 10 X 50% = $100,000 termination liability charge.

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(1) See footnote (1) on page 22-167

22. Pricing Flexibility Contract Offerings

22.27 Contract Offer No. 27 - DS1, DS3, [1] Service Offer (D)

22.27.1 General Description

(D)

DS1, DS3, [1] Service Offer (Contract Offer No. 27) is an access discount pricing plan where subscription is required in three of the SBC Companies: Ameritech Operating Companies, Southwestern Bell Telephone Company, and Pacific Bell Telephone Company. The plan requires Customers to maintain a Minimum Annual Revenue Commitment (MARC) for five (5) years. Contract Offer No. 27 is available to any Customer with at least twenty-five (25) million dollars in cumulative annual revenue for qualified access services in three of the SBC Companies: Ameritech Operating Companies, Southwestern Bell Telephone Company and Pacific Bell Telephone Company. The qualified access services for the Ameritech Operating Companies is listed in Section 22.27.2(C) following. Customer must meet the eligibility criteria as described in Section 22.27.2 and the terms and conditions as described in Section 22.27.3.

Customer must meet a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year term. In the event the Customer does not meet its MARC as of each anniversary date, the Customer will be required to remit a payment, via the Annual True-Up process described in Section 22.27.6, otherwise termination liability charges will apply.

Contract Offer No. 27 will only be available March 6, 2004 through April 6, 2004.

22.27.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive Contract Offer No. 27 discounts:

(1) Contract Offer No. 27 is only available for circuits located in the following Metropolitan Statistical Areas:

(a) Champaign/Urbana, Chicago, Decatur, Rockford, and Springfield, IL.,
(b) Evansville/Henderson, and Indianapolis, IN.,
(c) Detroit/Ann Arbor, Flint, Grand Rapids, Kalamazoo, and Lansing, MI.,
(d) Cleveland/Lorain/Elyria, Columbus, and Toledo, OH.,
(e) Eau Claire, Janesville, Kenosha, Madison, Milwaukee/Waukesha, Racine, and Sheboygan, WI.

(2) Customer cannot subscribe concurrently with SBC's MVP offering in Section 19;

(3) Customer must have a minimum of $25 million dollars in cumulative annual recurring revenue for DS1, DS3, [1] Services in three of the SBC Companies: Ameritech Operating Companies, Southwestern Bell Telephone Company, and Pacific Bell Telephone Company; (D)

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[1] Material previously contained in this section has been deleted. OCN PTP and DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 27 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.27 Contract Offer No. 27 - DS1, DS3, [1] Service Offer (Cont'd) (D)

22.27.2 Eligibility Criteria (Cont'd)

(A) The following eligibility criteria must be met in order to receive Contract Offer No. 27 discounts: (Cont'd)

(4) The Customer and its affiliates must maintain an Access Service Ratio, equal to or greater than 95%. The Access Service Ratio is defined in Section 22.27.3 (B) (7) and will be measured on each anniversary of the Contract Offer No. 27 effective date.

(B) Customer must concurrently subscribe to the identical contract offers of Contract Offer No. 27 pursuant to the following tariffs:

(1) SWBT Tariff F.C.C No. 73, Section 41, Contract Offer No. 20 and
(2) PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 25.

(C) Contract Offer No. 27 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) DS1/DS3 Service - Ameritech Tariff F.C.C. No. 2, Section 21.5.2.7 and Section 7.5.9;
(2) [1]; (D)
(3) [1]. (D)

All terms and conditions for the Subject Services listed above are governed by their respective tariff sections except as noted herein.

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[1] See footnote (1) on page 22-172

22. Pricing Flexibility Contract Offerings (Cont'd)

22.27 Contract Offer No. 27 - DS1, DS3, [1] Service Offer (Cont'd) (D)

22.27.3 Terms and Conditions

(A) Term Period

The contract term is five (5) years, (Term Period) commencing on the date the Telephone Company receives a completed Letter of Authorization (LOA) from the Customer. Contract Offer No. 27 is not renewable.

Purchase of the Subject Services are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. However such tariff modifications will not change the terms and conditions described in Contract Offer No. 27.

(B) Terms and Conditions

(1) Subject Services to which the Customer already subscribes as of the commencement of the Term Period will receive discounts effective upon the commencement of the Term Period. The discount will be in the form of Annual Billing Credits applied 45 days after the contract anniversary date.

(2) Subject Services purchased after the commencement of the Term Period will receive the discounts only after the Telephone Company issues a completed service order. The discount will be in the form of Annual Billing Credits applied 45 days after the contract anniversary date.

(3) Annual billing credits will be issued for every year in which the Subject Services that have been either converted or are purchased in compliance with the eligibility criteria in Section 22.27.2.

(4) If the Customer should discontinue service under Contract Offer No. 27 during the Term Period, termination liability charges will apply in accordance with Section 22.27.7.

(5) Customer must maintain a MARC (as described in Section 22.27.4) for each year in the Customer's Term Period.

(6) Customer must pay an annual true-up amount if they fail to meet their MARC commitment as described in Section 22.27.6.

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[1] See footnote (1) on page 22-172

22. Pricing Flexibility Contract Offerings (Cont'd)

22.27 Contract Offer No. 27 - DS1, DS3, [1] Service Offer (Cont'd) (D)

22.27.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(7) As referenced in Section 22.27.2 (A)(4), the Customer and its affiliates must maintain an Access Service Ratio of 95% or greater. The ratio, calculated annually is the Annual Access Revenue minus Annual Wholesale Revenue, (the associated rate elements not included in the interstate tariff) divided by the total qualified Annual Access Revenue. To maintain compliance with Contract Offer No. 27, the ratio must be greater than or equal to 95%.

The 95% ratio is calculated as follows:

$$\frac{\text{Annual Access Revenue} - \text{Annual Wholesale Revenue}}{\text{Annual Access Revenue}}$$

(a) Where the Annual Access Revenue is the Customer's and its affiliates' current interstate annual recurring billed revenue associated with the rate elements, as defined in Table A below:

TABLE A:

Service	General/Basic Description
Entrance Facilities	6.1.3 (A)(1)(a)
Direct Transport Services	6.1.3 (A)(1)(b)
Direct Analog	7.2.3
Base Rate, DS1 and DS3 Services	7.2.9
[1]	
[1]	

(D)
(D)

(b) Annual Wholesale Revenue is the Customer's and its affiliates' annual recurring billed revenue for associated rate elements as defined in Table B below not included in the interstate or intrastate tariff(s).

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[1] See footnote (1) on page 22-172

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22. Pricing Flexibility Contract Offerings (Cont’d)

22.27 Contract Offer No. 27 - DS1, DS3, SONET Service Offer (Cont’d) (Z)

22.27.3 Terms and Conditions (Cont’d)

(B) Terms and Conditions (Cont’d)

(7) (Cont’d)

TABLE B:

Service Level	Associated Rate Elements Not Included in Interstate Tariff
DS1/LT1	4-wire digital loop DS1 Entrance Facilities DS1 Interoffice Transport DS1 Cross Connects DS1 Multiplexing All DS1 non-tariffed Committed Information Rate Broadband Services
DS3/LT3	DS3 Loop DS3 Entrance Facilities DS3 Interoffice Transport DS3 Cross Connects DS1/DS3 Multiplexing All DS3 non-tariffed Committed Information Rate Broadband Services
OC-3 OC-12 OC-48	OC-3 Entrance Facilities (Z) OC-3 Interoffice Transport OC-3 Cross Connects OC-3 Multiplexing OC-12 Entrance Facility OC-12 Interoffice Transport OC-12 Cross Connects OC-12 Multiplexing OC-48 Entrance Facilities OC-48 Interoffice Transport OC-48 Cross Connects OC-48 Multiplexing All OCN equivalent non-tariffed Committed Information Rate Broadband Service (Z)
Other Transport Products	Dark Fiber – Interoffice Dark Fiber – Loop Dark Fiber – Subloop Dark Fiber Cross Connects

22. Pricing Flexibility Contract Offerings (Cont'd)

22.27 Contract Offer No. 27 - DS1, DS3, (1) Service Offer (Cont'd) (D)

22.27.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(7) (c)As new rate elements are introduced and are added to table B in Section 22.27.3 (B)(7), all recurring revenues associated with the new associated rate elements will automatically be added to the Customer's Annual Wholesale Revenue as defined in Section 22.27.3 (7) preceding, for calculation of the Access Service Ratio.

(d)If the Customer fails to meet the Access Service Ratio in any given year of the term, upon notification from the Telephone Company, the Customer has five (5) business days to notify the Telephone Company in writing that it will meet or exceed the 95% Access ratio within 60 days. Failure to notify in five (5) days and/or failure to rectify in 60 days will cause termination of Contract Offer No. 27 and termination liability charges will apply as set forth in Section 22.27.7.

(8) Customer will not be able to subscribe to any future contract offerings in Section 22 in conjunction with Contract Offer No. 27 that might be offered by the Telephone Company for Subject Services covered under Contract Offer No. 27.

(9) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 27 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled unless: (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or (2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(a) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly, more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission or Iif any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(b) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

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(1) See footnote (1) on page 22-172

(D)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.27 Contract Offer No. 27 Offer No. 27 - DS1, DS3, (1) Service Offer (Cont'd)

22.27.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(10) Any disputed billing amounts that have been resolved in favor of the Telephone Company and are due and payable as described in Section 2.4.

If Customer has not remitted payment on undisputed billing for a period of 60 days, the Customer is deemed to have terminated Contract Offer No. 27 and termination liability charges will apply as stated in Section 22.27.7.

22.27.4 Minimum Annual Revenue Commitment (MARC)

Under Contract Offer No. 27, Customer must maintain a MARC. The MARC will be calculated as outlined below in Section 22.27.4 (A). The MARC for the first year will be established as soon as the Telephone Company receives the Letter Of Authorization from the Customer.

(A) Determining the Minimum Annual Revenue Commitment

The Customer's MARC for Year 1 is calculated based on the total of the previous three (3) months recurring revenue for all Subject Services in three of the SBC Companies: (Ameritech Operating Companies, Southwestern Bell Telephone Company, and Pacific Bell Telephone Company), multiplied by four (4):

(Prior 3 months recurring revenue) x 4 = YEAR 1 MARC

The MARC for years 2 through 5 will be recalculated at each annual contract anniversary date.The MARC for years 2 through 5 will be calculated as follows:

Total of the previous three (3) months recurring revenue for all Subject Services, multiplied by four (4), multiplied by 95%. If the recalculated MARC is greater than the previous year's MARC, the newly recalculated MARC will apply. If the recalculated MARC is less than the previous year's MARC, the previous year's MARC will carryover for the new year.

Example for Year 2 MARC Establishment:

(Prior 3 months recurring revenue) x 4 x 95%

If the Value calculated is greater than the YEAR 1 MARC, then the newly calculated MARC will be used as the YEAR 2 MARC.

If the Value is less than the YEAR 1 MARC, then the YEAR 1 MARC will be used for YEAR 2.

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(1) See footnote (1) on page 22-172

22. Pricing Flexibility Contract Offerings (Cont'd)

22.27 Contract Offer No. 27 - DS1, DS3, [1] Service Offer (Cont'd) (D)

22.27.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Failure to Achieve the MARC

If the Customer fails to achieve the Annual MARC for any year, it must comply with one of the options below:

(1) The Customer pays the difference between the Annual MARC for the current plan year and the actual annual recurring revenue for the Subject Services as set forth in the true-up Section 22.27.6; or

(2) The Customer terminates its Contract Offer No. 27 and pays termination liability charges as set forth in Section 22.27.7, following.

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[1] See footnote (1) on page 22-172

22. Pricing Flexibility Contract Offerings (Cont'd)

22.27 Contract Offer No. 27 - DS1, DS3, (1) Service Offer (Cont'd) (D)

22.27.5 Discounts

Table C below contains the proposed level of discounts for Contract Offer No. 27.

TABLE C:

Year	MARC Discount	Discount on Recurring Revenue above the MARC
1	7%	20%
2	7%	20%
3	7%	20%
4	9%	20%
5	9%	20%

The Customer will receive the MARC Discount on recurring revenues meeting the MARC. The Customer will receive a 20% Discount on Recurring Revenues above the MARC. The discount will be in the form of a credit applied annually 45 days after the contract anniversary date.

Example for Year 1:

Customers MARC = $25M
Customers actual annual recurring revenues for Subject Services = $30M
Customer will receive a 7% discount on $25M and a 20% discount on $5M

(1) The Telephone Company will waive the following Non-Recurring charges, Design and Central Office Connection Charge per Circuit; Section 21.5.2.11, 7.5 and Customer Connection Charge per termination; Section 21.5.2.11, 7.5 associated with the purchase of DS1, DS3, (1), and (1) Services. (D)

(2) The Telephone Company will credit the Customer any paid early termination liability charges for the disconnection of DS1s throughout the term of Contract Offer No. 27, provided that the eligibility criteria in Section 22.27.2, and terms and conditions in Section 22.27.3 have been met.

(3) The Telephone Company will credit the Customer any paid early termination liability charges for the disconnection of DS3s throughout the term of Contract Offer No. 27 as long as the DS3 has been in service for a minimum of one (1) year, provided that the eligibility criteria in Section 22.27.2 and terms and conditions in Section 22.27.3 have been met.

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(1) See footnote (1) on page 22-172

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.27 Contract Offer No. 27 – DS1, DS3, (1) Service Offer (Cont'd) (D)

22.27.6 Annual True-Up

If the Customer fails to achieve the annual MARC commitment as of the anniversary dates, the Customer will be notified by the Telephone Company and will be required to remit an Annual True-Up payment to reach the MARC commitment. The true-up calculation will be performed as follows:

Annual MARC - Actual Annual recurring revenues for Subject Services = Annual True-Up Amount

If the Telephone Company does not receive the Annual True-Up amount within 30-days of its notification, the Customer is deemed to have terminated its Contract Offer No. 27 and termination liability charges will apply as set forth in Section 22.27.7.

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(1) See footnote (1) on page 22-172

22. Pricing Flexibility Contract Offerings (Cont'd)

22.27 Contract Offer No. 27 – DS1, DS3, [1] Service Offer (Cont'd) (D)

22.27.7 Termination Liability Charges

If the Customer terminates service before the completion of the term for any reason whatsoever, the Customer must pay the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 60 days prior to the desired date of termination to the Telephone Company.

If the Customer fails to meet any of the eligibility criteria in Section 22.27.2, or fails to meet any of the Terms and Conditions in Section 22.27.3, the Customer will be deemed to have terminated its participation in Contract Offer No. 27 and termination liability charges will apply as stated below and will be payable pursuant to F.C.C. No. 2, Section 2.4.

Customer's termination liability charge shall be equal to:

100% of all Discounts under Contract Offer No. 27 for the six (6) months immediately prior to the date of termination; plus the following schedule:

(1) If terminated in Year 1, 10% of the Base MARC for the remaining portion of Year 1, plus 10% of the Base MARC for the remaining years of the agreement.

(2) If terminated in Year 2 , 12.5% of the Year 2 MARC for the remaining portion of Year 2, plus 12.5% of the Year 2 MARC for the remaining years of the agreement.

(3) If terminated in Year 3, 12.5% of the Year 3 MARC for the remaining portion of Year 3, plus 12.5% of the Year 3 MARC for the remaining years of the agreement.

(4) If terminated in Year 4, 12.5% of the Year 4 MARC for the remaining portion of Year 4, plus 12.5% of the Year 4 MARC for year 5.

(5) If terminated in Year 5, 10% of the Year 5 MARC for the remaining portion of Year 5.

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[1] See footnote (1) on page 22-172

22. Pricing Flexibility Contract Offerings

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer

22.28.1 General Description

Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Contract Offer No. 28) is an access discount plan that provides Customers with Incentive Discounts and Portability Incentives (as defined in Section 22.28.4) in accordance with the terms and conditions as set forth in this Section 22.28.

22.28.2 Services Available For WAMS-VIP Offer

(A) Contract Offer No. 28 applies to qualified access services contained in Ameritech Operating Companies Tariff F.C.C. No. 2 (Qualified Access Services), listed in Table A below:

Table A

Service	General Basic Description	Rates and Charges		
DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7	
(1)				(D)
(1)				(D)
SONET Xpress Service	7.2.12	7.5.12	21.5.2.10	
(1)				(D)
(1)				(D)

(B) When additional Qualified Access Services are added to the services available under F.C.C. No. 2, all billed, recurring revenues for such additional Qualified Access Services will be added to this Contract Offer No. 28 for the purposes of calculating the Incentive Discounts and Portability Incentives included in this Contract Offer No. 28.

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(1) Material previously contained in this section has been deleted. OCN PTP, DRS, GigaMAN, and MON services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 28 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS VIP) Offer (Cont'd)

22.28.2 Services Available Under WAMS-VIP Offer (Cont'd)

(C) All terms and conditions for the Qualified Access Services are governed by the respective tariff sections, except as noted in this Contract Offer No. 28.

22.28.3 WAMS-VIP Offer Terms and Conditions

The following terms and conditions apply to this Contract Offer No. 28:

(A) Eligibility Criteria

(1) The Qualified Access Services must be located within the "Operating Territory" of the Telephone Company, as described in F.C.C. No. 2, Section 14 (Operating Territory);

(2) Incentive Discounts earned by the Customer under this Contract Offer No. 28 shall be applied in the form of a credit to the Customer's bill(s) for Qualified Access Services, located in the following MSAs where Telephone Company has been granted pricing flexibility:

Champaign/Urbana, Chicago, Davenport/Rock Island/Moline, Decatur, Peoria/Pekin, Rockford, Springfield and St. Louis, Illinois; Evansville/Henderson, Indianapolis and South Bend, Indiana; Detroit/Ann Arbor, Flint, Grand Rapids, Kalamazoo and Lansing, Michigan; Akron, Cleveland/Lorain/Elyria, Columbus, Dayton and Toledo, Ohio; Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee/Waukesha, Racine and Sheboygan, Wisconsin.

(3) All traffic on the Qualified Access Service(s) must originate or terminate on wireless carrier's network;

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.3 WAMS-VIP Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Revenue commitments are based on billed, recurring charges for the Qualified Access Services and specifically exclude any non-recurring charges and Incentives Discounts earned under this Contract Offer No. 28;

(2) Customer must maintain a Baseline Minimum Annual Revenue Commitment of $31,968,000 (Baseline MARC) for Qualified Access Services, which includes a Baseline (1) Minimum Annual Revenue Commitment of $3,430,000 for (1) Services (Baseline (1) MARC); (D) (D)

(3) Contract Offer No. 28 Incentive Discounts and Portability Incentives are in addition to, and do not alter, any of the existing service discount/term plans available in the Telephone Company's respective tariffs; except that billed, recurring revenues that are discounted under this Contract Offer No. 28 are not eligible under the Managed Value Plan (MVP) offered in F.C.C. No. 2, Section 19, nor are billed, recurring revenues under MVP eligible for discounts under this Contract Offer No. 28;

(4) The Telephone Company reserves the right to change rates for Qualified Access Services included under Contract Offer No. 28, but in the event of such rate modifications no change will be made to the Baseline MARC or the Baseline (1) MARC; (D)

(5) Qualified Access Services are subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services) and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. However such tariff modifications will not change the terms and conditions described in Contract Offer No. 28;

(6) This Contract Offer No. 28 is available May 29, 2004 through July 29, 2004;

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(1) See footnote (1) on page 22-183

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd) (N)

22.28.3 WAMS-VIP Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(7) The Customer must meet the criteria described for Incentive Discounts and Portability Incentives, as provided in Section 22.28.4; and

(8) To subscribe to Contract Offer No. 28, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company. The LOS shall contain the effective date ("Effective Date") and the Access Customer's Name Abbreviation (s) (ACNA) and must be signed by the Customer and the Telephone Company's representative.

(C) Term Period

The contract term (Term Period) is eighty-four (84) months commencing on the Effective Date. Each twelve (12) month period beginning with the Effective Date shall be a Term Year. At the end of the Term Period, the Incentive Discounts and Portability Incentives provided in this Contract Offer No. 28 shall be discontinued. This offer is not renewable. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.4 WAMS-VIP Offer Incentive Discounts

Customer will be eligible for the following Incentive Discounts and/or Portability Incentives (collectively "Incentives") under this Contract Offer No. 28 during each of the Term Years:

Incentive Discount Commitment Credit (IDCC),
Incentive Discount Achievement Credit (IDAC),
Incentive Discount for [1] Services ([1]-ID), (D)
Incentive Discount for WinBack Services (WinBack Incentive), and
Portability Incentive for DS1s and DS3s (Portability Incentive).

(A) Incentive Discount Commitment

In order to qualify for the IDCC, IDAC, [1]-ID and Portability Incentives, Customer must maintain the "Incentive Discount Commitment" (IDC): (D)

(1) Establishment of the IDC

(a) For Term Year one (1) the Customer's IDC will equal the Baseline MARC.

(b) For Term Years two (2) through seven (7) the Customer's IDC will be the greater of:

(i) The Achieved Revenue Amount, as defined in Section 22.28.5, from the previous Term Year;

(ii) The IDC, from the previous Term Year; or

(iii) The sum of the Achieved Revenue Amount from the previous Term Year plus the Shortfall IDAC Payment, when the Customer makes a Shortfall IDAC Payment, as defined in Section 22.28.4 (C)(1)(e).

(2) Application of Incentive Discount Commitment

If during the Annual True-Up, as defined in Section 22.28.5(A), the Customer's Achieved Revenue Amount meets or exceeds the IDC, the Telephone Company will apply the IDCC, IDAC, [1]-ID and Portability Incentives for the following Term Year, provided the criteria in Sections 22.28.4 (B), (C), (D) and (F) respectively are met. (D)

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[1] See footnote (1) on page 22-183

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(A) Incentive Discount Commitment (Cont'd)

(2) Application of Incentive Discount Commitment (Cont'd)

Example: In Term Year one (1), the Customer's Achieved Revenue Amount, determined by the Annual True-Up, equals $34,000,000 and the IDC is $31,968,000. Since the Achieved Revenue Amount exceeds the IDC, the Telephone Company would apply the IDCC, IDAC, [1]-ID and Portability Incentives in Term Year two (2), based on the Customer's IDC for Term Year two (2) of $34,000,000. (D)

(3) Notwithstanding the above, Incentives shall not be applied unless and until Customer is current in paying (or properly disputing) all invoices submitted for Services in accordance with F.C.C. No. 2, Section 2.

(B) Incentive Discount Commitment Credit for Qualified Access Services

For each Term Year, the Customer will be eligible for an "Incentive Discount Commitment Credit" (IDCC) according to Table B, as per sub-section (1) below.

Table B

IDC-Level	IDC Range			IDCC
1	$31,968,000	up to	$33,565,999	$ 335,000
2	$33,566,000	up to	$35,164,999	$ 527,000
3	$35,165,000	up to	$36,922,999	$ 738,000
4	$36,923,000	up to	$38,680,999	$ 967,000
5	$38,681,000	up to	$40,614,999	$1,218,000
6	$40,615,000	up to	$42,548,999	$1,489,000
7	$42,549,000	up to	$43,612,999	$1,744,000
8	$43,613,000	up to	$44,676,999	$2,010,000
9	$44,677,000	up to	$45,793,999	$2,289,000
10	$45,794,000	up to	$46,910,999	$2,580,000
11	$46,911,000	up to	$48,082,999	$2,855,000
12	$48,083,000	up to	$49,255,999	$3,201,000
13	$49,256,000	or Greater		$3,620,000

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[1] See footnote (1) on page 22-183

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(B) Incentive Discount Commitment Credit for Qualified Access Services (Cont'd)

(1) Application of Incentive Discount Commitment Credit

(a) The Telephone Company will apply the IDCC to the Customer's bill(s) for Qualified Access Services in those Term Years for which the Customer qualifies for the IDCC per Section 22.28.4 (A),as follows:

(i) One-quarter of the IDCC will be applied thirty (30) days in arrears from the end of the first, second and third quarters of the Term Year based on the IDCC determined under Section 22.28.4(B)(1)(b) and 22.28.4(B)(1)(c) below; and

(ii) One-quarter of the IDCC will be applied sixty (60) days in arrears from the end of the fourth quarter of the Term Year, as per the Annual True-Up described in Section 22.28.5.

(b) The IDCC applied during the first three (3) quarters of Term Year one (1) shall be based upon IDC-Level 1.

(c) The IDCC applied during the first three (3) quarters for Term Years two (2) through seven (7) will be based upon the IDC-Level attained using the IDC established in Section 22.28.4.(A).

(C) Incentive Discount Achievement Credit for Qualified Access Service

For each Term Year, the Customer will be eligible for an Incentive Discount Achievement Credit (IDAC) according to Table C, as per sub-section 1 below.

Table C

IDAC-Level	IDAC Range			IDAC
1	$31,968,000	up to	$35,164,999	$4,028,000
2	$35,165,000	up to	$38,680,999	$4,431,000
3	$38,681,000	up to	$42,548,999	$4,874,000
4	$42,549,000	up to	$44,676,999	$5,670,000
5	$44,677,000	up to	$46,910,999	$5,953,000
6	$46,911,000	up to	$49,255,999	$6,732,000
7	$49,256,000	or Greater		$6,895,000

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Achievement Credit for Qualified Access Service (Cont'd)

(1) Application of Incentive Discount Achievement Credit

(a) The Telephone Company will apply the IDAC to the Customer's bill(s) for Qualified Access Services in those Term Years for which the Customer qualifies for the IDAC per Section 22.28.4(A), as follows:

(i) Half of the IDAC will be applied thirty (30) days in arrears from the end of the first quarter of the Term Year, and the remaining half of the IDAC will be applied thirty (30) days in arrears from the end of the second quarter of the Term Year.

(b) The IDAC applied during the first and second quarters of Term Year one (1) shall be based upon IDAC-Level 1.

(c) The IDAC applied during the first and second quarters for Term Years two (2) through seven (7) will be based upon the IDAC-Level attained using the IDC as established in Section 22.28.4(A).

(d) The IDAC corresponding to each IDAC-Level will be credited to the Customer as provided below:

(i) The IDAC corresponding to IDAC-Level 1 will be available to the Customer only once during the Term Period;

(ii) The IDAC corresponding to IDAC-Levels two (2) through seven (7) will each be credited to the Customer only once during the Term Period except when:

(1) The Customer skips an IDAC-Level from one Term Year to the next Term Year; or

(2) The Customer skips IDAC-Level 1 at the end of Term Year one (1).

(iii) If the Customer has skipped one (1) or more IDAC-Levels from one (1) Term Year to the next Term Year, the Customer will be eligible to receive the IDAC corresponding to the higher IDAC-Level more than once, provided that the Achieved Revenue Amount in the following Term Year remains within the IDAC Range of the higher IDAC-Level; (N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMSVIP) Offer (Cont'd)

22.28.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Achievement Credit for Qualified Access Service (Cont'd)

(1) Application of Incentive Discount Achievement Credit (Cont'd)

(d) (Cont'd)

(iv) The number of times the Customer will be eligible for an IDAC corresponding to a given IDAC-Level shall be equal to the initial application of the IDAC plus the number of skipped IDAC-Levels;

(v) The Customer will not be eligible for the IDAC corresponding to a skipped IDAC-Level;

(vi) If the Customer achieves IDAC-Level 7 in any given Term Year, the IDAC corresponding to IDAC-Level 7 will be credited to Customer in any subsequent Term Year in which the Customer qualifies for IDAC-Level 7.

For example, if at the end of Term Year 1, the Customer's Achieved Revenue Amount equaled $43,000,000, the Customer would be eligible for an IDAC commensurate with IDAC-Level 4, skipping IDAC-Levels 1,2 and 3.

If at the end of Term Years 2, 3 and 4, the Customer's Achieved Revenue Amount is between $43,000,000 and $44,676,999, the Customer would be eligible for the IDAC corresponding to IDAC-Level 4 for each of those three Term Years. The Customer would not be eligible for the IDAC corresponding to IDAC-Level 4 in Term Years, 5, 6 or 7.

(e) If the Customer's Achieved Revenue Amount from one Term Year is not sufficient for the Customer to qualify for an IDAC in the following Term Year, the Customer may make a shortfall payment (Shortfall IDAC Payment). The Shortfall IDAC Payment amount would equal the difference between the Achieved Revenue Amount and the minimum value of the IDAC Range for the next IDAC-Level that is still available to the Customer.

(i) The Telephone Company shall notify the Customer within thirty (30) days of the end of the Term Year of any Shortfall IDAC Payment amount for the subsequent Term Year.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Achievement Credit for Qualified Access Service (Cont'd)

(1) Application of Incentive Discount Achievement Credit (Cont'd)

(e) (Cont'd)

(ii) Customer shall make the Shortfall IDAC Payment within thirty (30) days after receiving said notification from the Telephone Company.

(iii) Upon receipt of the Shortfall IDAC Payment, the Telephone Company will apply the IDAC for the first quarter of the subsequent Term Year per Section 22.28.4 (C)(1).

(iv) If the Customer does not make the Shortfall IDAC Payment, no IDAC will be applied for the subsequent Term Year.

(D) Incentive Discount for (1) Services (D)

The Customer is eligible for additional Incentive Discounts for (1) Services, (D)
"(1)-Incentive Discounts" ((1)-ID), at the end of each Term Year if the (D)
Customer's incremental billed, recurring revenues for (1) Services fall within (D)
one of the (1)-ID Levels set forth in Table D below. The (1)-ID Level is the (D)
amount of (1) billed, recurring revenues in a Term Year above the Baseline (1) (D)
MARC ($3,430,000).

Table D

(D)

(1)	(1)
$0 - $239,999	0%
$240,000 - $479,999	10%
$480,000 - $719-999	11%
$720,000 - $959,999	12%
$960,000 - $1,199,999	13%
$1,200,000 - $1,439,999	14%
$1,440,000 - $1,679,999	15%
$1,680,000 or above	16%

The Telephone Company will apply the (1)-ID in the form of a credit to the Customer's bill(s) for Qualified Access Services sixty (60) days in arrears from the end of the fourth quarter of the Term Year. (D)

(1) See footnote (1) on page 22-183

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(D) Incentive Discount for (1) Services (Cont'd) (D)

Example:
Customer has ended a given Term Year of Contract Offer No. 28, and the billed, recurring revenue for (1) Service equals $4,395,000. The (1)-ID for the Term Year is 13%, or $125,450. (D)

$4,395,000 - $3,430,000 = $965,000 (incremental (1)-ID revenue) (D)
$965,000 X 13% = $125,450 ((1)-ID) (D)

(E) Incentive Discount for WinBack Services

If the Customer elects to obtain Qualified Access Service(s) located in MSAs where the Telephone Company has been granted pricing flexibility within the Operating Territory, in place of access service(s) that is provided by a carrier other than the Telephone Company or one of its affiliates, the Customer will receive a one-time credit equal to twenty percent (20%)of the first twelve (12) months billed, recurring revenue for that new Qualified Access Service (WinBack Incentive).

This WinBack Incentive credit will be applied in addition to the Incentives described in Sections 22.28.4(B), (C), (D) and (F).

(1) Eligibility Criteria for WinBack Incentive

(a) The Customer must present reasonable and verifiable information, which includes but is not limited to circuit detail or coordinated move orders, to demonstrate the service being converted is currently being provided by a carrier other than the Telephone Company or its affiliates; and

(b) The new Qualified Access Service(s) ordered must have a minimum term period of twelve (12) months for DS1 and DS3 orders and thirty-six (36) months for (1) services. (D)

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(1) See footnote (1) on page 22-183

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(E) Incentive Discount for WinBack Services (Cont'd)

(2) Application of WinBack Incentive

(a) The Telephone Company will apply the credit to the Customer's bill(s) for Qualified Access Services that follows the end of the initial twelve (12) month period, thirty (30) days in arrears, as follows:

(i) When the Telephone Company and Customer have identified the start date for the term period of the WinBack Qualified Access Service in a authorization letter, the initial twelve 12-month period will be the twelve (12) month period commencing on that start date; or,

(ii) When the start date for the term period of the WinBack Qualified Access Service is established by the completion of an access service order, the initial twelve (12) month period will be the twelve (12) month period commencing on the day the access service order is completed.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(F) DS1/DS3 Portability Incentive

The Portability Incentive waives termination liability charges that would otherwise be assessed to the Customer for moves of DS1 and DS3 Qualified Access Services.

This Portability Incentive is in addition to the Incentives described in Sections 22.28.4 (B),(C),(D) and (E).

(1) Eligibility Criteria for DS1/DS3 Portability Incentive

The following criteria must be met in order to receive the Portability Incentive:

(a) Customer's DS1s and DS3s must meet the Minimum Period requirements, as established under F.C.C. No. 2., Section 2.4.2, at the previous location;

(b) The term period of the new circuit must be equal to, or greater than, the remaining term of the disconnected circuit; and

(c) The disconnect and new service is within the Operating Territory.

(2) Quarterly Review of Disconnect Access Service Orders

If Customer qualified for the Portability Incentive as set forth in Section 22.28.4(A) but cumulative "disconnect" access service orders exceeded "add" access service orders during the Term Year, as measured on a quarterly basis, the Customer will be assessed termination liability charges on the sum difference between the cumulative disconnect and add access service orders.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.5 WAMS-VIP Annual True-Up

(A) An annual true-up calculation is performed after each Term Year ("Annual True-Up") to establish any fourth quarter Incentive credits, adjustments or other payments that apply for the preceding twelve (12) month period, as determined by whether:

(D)

(1) Customer maintained its Baseline MARC and Baseline (1) MARC during that Term Year; and,

(2) Customer earned the IDCC and IDAC received during the 1st, 2nd and 3rd quarters of the Term Year ("Applied IDCC" and "Applied IDAC", respectively).

For the purposes of the Annual True-Up calculations, the Customer's billed, recurring revenue for Qualified Access Services during the Term Year will constitute the Customer's "Achieved Revenue Amount". The IDCC and/or IDAC earned using the Achieved Revenue Amount compared to Table B and Table C will constitute the "Earned IDCC" and "Earned IDAC".

(B) Annual True-Up Calculations

(1) Baseline MARC Annual True-Up:

The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the Baseline MARC.

(a) If Customer's Achieved Revenue Amount falls below the Baseline MARC, the Customer may pay the difference between the Baseline MARC and the Achieved Revenue Amount (Shortfall Payment).

(i) The Telephone Company will notify the Customer within thirty (30) days of the end of the Term Year of any Shortfall Payment.

(ii) Customer may make the Shortfall Payment and return the difference between the Applied IDCC and the Earned IDCC, associated with the Baseline MARC, within thirty (30) days after receiving notification from the Telephone Company.

(iii) The following Term Year's IDC and IDCC will be determined as set forth in Section 22.28.4(A) and (B).

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(1) See footnote (1) on page 22-183

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(1) Baseline MARC Annual True-Up: (Cont'd)

Example of Baseline MARC Annual True-Up:

If Customer's Achieved Revenue Amount in Term Year 5 is $30,000,000, the Baseline MARC of $31,968,000 has not been met. Customer may choose to pay the difference of $1,968,000 (31,968,000 - $30,000,000) and repay the difference between the Applied IDCC and the Earned IDCC.

(b) If Customer's Achieved Revenue Amount falls below the Baseline MARC for any given Term Year, and the Customer does not make the Shortfall Payment, this Contract Offer Subscription shall terminate and termination liability charges will apply as described in Section 22.28.8(A).

(2) Baseline (1) MARC Annual True-Up: (D)

The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the Baseline (1) MARC. (D)

(a) If the Customer's Achieved Revenue Amount meets or exceeds the IDC, but the Baseline (1) MARC is not maintained, the Earned IDCC will be reduced ("IDCC Reduction"), as explained in subparagraph (i) through (iii) below. (D)

(i) The IDCC Reduction will be calculated by taking the Baseline (1) MARC less the billed, recurring revenues for (1) Services for the Term Year, and multiplying that amount by ninety-five percent (95%) or (.95). (D)

(ii) The Telephone Company will reduce the amount of the Earned IDCC, to be applied in the fourth quarter, by the IDCC Reduction. If the IDCC Reduction exceeds the value of the fourth quarter IDCC, the Telephone Company will reduce the Applied IDCC in the subsequent Term Year by the remaining amount of the IDCC Reduction.

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(1) See footnote (1) on page 22-183

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(2) Baseline [(1)] MARC Annual True-Up: (Cont'd)

(a) (Cont'd)

(iii) The following Term Year's IDCC will be determined as set forth in Section 22.28.4(B).

Example of Baseline [(1)] MARC Annual True-Up: (D)

If billed, recurring revenue for [(1)] Service equals $3,153,000 and the Achieved Revenue Amount equals $42,000,000, the IDCC Reduction would equal (($3,430,000 - $3,153,000)*.95) or $263,150, and the Earned IDCC would be adjusted to $1,225,850 ($1,489,000 - $263,150). (D)

The amount of the fourth quarter IDCC would equal $109,100 ($372,250 – $263,150).

(b) If the Baseline [(1)] MARC is not maintained by Customer, as a result of [(1)] rate reductions and/or rate restructures that are directly attributed to actions of the Telephone Company and not attributed to Customer, the IDCC Reduction will be zero (0). (D) (D)

(3) IDCC Annual True-Up:

The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the IDC.

(a) If the Customer's Achieved Revenue Amount meets or exceeds the IDC, the Telephone Company will determine the Earned IDCC and the fourth quarter credit amount. The fourth quarter credit amount will be the difference between the Earned IDCC and the Applied IDCC. The Customer would receive its fourth (4th) quarter payment, as set forth in Section 22.28.4(B)(1)(a)(ii).

[(1)] See footnote (1) on page 22-183

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.5 WAMS-VIP Annual True-Up (Cont'd)

(B) The Annual True-Up Calculation (Cont'd)

(3) IDCC Annual True-Up: (Cont'd)

(b) If the Customer's Achieved Revenue Amount falls below the IDC, the Customer may pay the difference between the Achieved Revenue Amount and the IDC ("Make-Up Payment") or Customer will refund the Applied IDCC to Telephone Company, as detailed below.

(i) The Telephone Company shall notify the Customer within thirty (30) days of the end of the Term Year of any Make-Up Payment.

(ii) Customer shall pay the Make-Up Payment within thirty (30) days after receiving said notification from the Telephone Company.

(iii) The Telephone Company will apply the appropriate IDCC for the fourth quarter of the Term Year within thirty (30) days of receiving the Make-Up Payment. The fourth quarter credit amount will be the difference between the Earned IDCC and the Applied IDCC. The following Term Year's IDCC will be determined as set forth in Section 22.28.4(B).

(iv) If the Customer chooses not to make the Make-Up Payment, the Customer will repay the Applied IDCC. Repayment is due thirty (30) days after notification from the Telephone Company identified in subparagraph (i) above.

Example of IDCC Annual True-Up:

If the Achieved Revenue Amount for Term Year 3 is $43,000,000 and the IDC is $40,000,000 the Earned IDCC would be $1,744,000. The IDCC applied for the 4th quarter would be equal to $1,744,000 less the Applied IDCC received by the Customer for the Term Year or $830,500.

(N)

(This page filed under Transmittal No. 1395)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.5 WAMS-VIP Annual True-Up (Cont'd)

(B) The Annual True-Up Calculation (Cont'd)

(4) IDAC Annual True-Up:

(a) For Term Year one (1), if the Customer's Achieved Revenue Amount is within the IDAC Range associated with the Applied IDAC, no fourth (4th) quarter credit will be applied by the Telephone Company.

(b) For Term Year one (1), if the Customer's Achieved Revenue Amount exceeds the IDAC Range associated with the Applied IDAC, Telephone Company will issue an additional credit due to Customer equating to the difference between the Earned IDAC and the Applied IDAC. The credit will be applied sixty (60) days in arrears from the end of the fourth quarter of the Term Year.

(c) For Term Years two (2) through seven (7), no Annual True-Up will be performed on the IDAC.

Example of Term Year 1 IDAC Annual True-Up:

If the Achieved Revenue Amount for Term Year one (1) is $36,000,000, the Earned IDAC would be $4,431,000. The IDAC applied for the 4th quarter would be equal to $403,000 ($4,431,000 – $4,028,000).

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd) (N)

22.28.6 WAMS-VIP Offer Merger/Acquisitions

(A) Assignment/Successors

(1) If the Customer wishes to assign or transfer its rights and obligations under this Contract Offer 28 ("Contract Offer Subscription"), the Telephone Company will permit such transfer or assignment if the following conditions are met:

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee; and

the assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee of transferee for any obligations existing at the time of the assignment or transfer, unless the proposed assignee or transferee demonstrates a lack of credit worthiness under any of the criteria in (a), (b) or (c) below, or if the assignee or transferee or its parent, has commenced or had initiated against it a voluntary receivership or bankruptcy proceeding.

(a) Any debt of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade as defined by the securities and exchange commission or;

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

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

(i) Fair or below in a composite credit appraisal published by Dun and Bradstreet, or;

(ii) High risk in a Paydex score as published by Dun and Bradstreet.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Merger/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2)The terms and conditions of the Contract Offer No. 28 shall continue in full force and effect if the Customer merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity (Transfer). After a Transfer, if the other entity also purchases Qualified Access Service(s) from the Telephone Company, either directly or through any affiliates, the Customer shall not include under the Contract Offer Subscription any of the billed recurring revenue for the Qualified Access Services of the other entity in place as of the date the Transfer is finalized (Transfer Date), except as may be provided below.

Notwithstanding the foregoing, the Customer may choose, at its discretion, one of the options set forth in subsections (i)-(iii) below (Options), within the time period that is between twelve (12) months and twenty-four (24) months after the Transfer Date.

To exercise an Option, the Customer shall send written notice to the Telephone Company within the time period described above stating which Option the Customer selects. The date that the Customer sends that written notice shall be the "Option Exercise Date". None of the Options shall alter in any way the terms or conditions of any contract or tariff pursuant to which the other entity obtains Qualified Access Services from the Telephone Company, including but not limited to any terms or conditions related to termination.

Option (i): The Customer and Telephone Company shall recalculate the Baseline MARC, Baseline (1) MARC, IDC, IDC Ranges, IDCCs, IDACs and IDAC Ranges (Key Numbers) for the period from the Option Exercise Date to the end of the Term Period, to allow for the combined billed, recurring revenues for Qualified Access Services of the Customer and the merged or acquiring company to be covered under the Contract Offer Subscription, provided the following conditions are met: (D)

(1) One Hundred percent (100%) of the total combined billed recurring revenues for Qualified Access Services of Customer and the other entity must be included in the Contract Offer Subscription;

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(1) See footnote (1) on page 22-183

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(2) The Baseline MARC and Baseline [1] MARC will be adjusted according to the following formula: (D)

(a) The Baseline MARC will be equal to one hundred percent (100%) of the other entity's billed, recurring revenues for Qualified Access Services for the three months immediately preceding the Option Exercise Date multiplied by four (4) plus $31,968,000. This shall be the "Combined Baseline MARC"; and,

(b) The Baseline [1] MARC will be equal to one hundred percent (100%) of the other entity's billed, recurring revenues for Qualified Access Services that are [1] services for the three (3) months immediately preceding the Option Exercise Date multiplied by four (4) plus $3,430,000. This shall be the "Combined Baseline [1] MARC." (D) (D)

(3) The IDC for the remainder of the then-current Term Year will be adjusted according to the following formula:

The IDC will be equal to one hundred percent (100%) of the other entity's actual billed recurring Qualified Access Services revenues for the three months immediately preceding the Option Exercise Date multiplied by four (4) plus the Customer's current IDC. This shall be the "Combined IDC".

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[1] See footnote (1) on page 22-183

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(4) The IDC and IDAC Ranges will be adjusted according to the following formula:

The Option 1 multiplier ("Option 1 Multiplier"), which equals the ratio of the Combined IDC to the Customer's current IDC, will be applied to the minimum and maximum values of the IDC and IDAC Ranges associated with the IDC and IDAC Levels that are still available to the Customer, as defined in Section 22.28.4.

Example:
IDC = $39,900,000
Current IDAC Level = 3
IDAC Range Minimum = $38,681,000
IDAC Range Maximum = $42,548,999

New Entity Revenue = $25,000,000
Combined IDC = $64,900,000 ($39,900,000 plus $25,000,000)
Option 1 Multiplier = 1.63
($64,900,000 / $39,900,000)
Combined IDAC Range Minimum = $63,050,030
(38,681,000 multiplied by 1.63)
Combined IDAC Range Maximum = $69,354,868
($42,548,999 multiplied by 1.63)

(5) The IDCCs and IDACs amounts will be adjusted according to the following formula:

The Option 1 Multiplier will be applied to the IDCC and the IDAC Associated with the IDCC and IDAC-Levels which remain available to the Customer in order to determine the Combined IDCC and IDAC Ranges.

Example:
IDC = $39,900,000
Current IDAC-Level = 3
IDAC = $4,874,000

New Entity Revenue = $25,000,000
Combined IDC = $64,900,000 ($39,900,000 plus $25,000,000)
Option 1 Multiplier = 1.63
($64,900,000 / $39,900,000)
Combined IDAC = $7,944,620 ($4,874,000 multiplied by 1.63)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd) (N)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(6) The Customer must have at least forty-eight (48) months remaining in the Term Period under the Contract Offer Subscription or, if less than forty-eight (48) months are remaining in the Term Period under the Contract Offer Subscription, the Term Period shall be automatically extended so that the terms and conditions of the Contract Offer No. 28 remain in effect for forty-eight (48) months after the Option Exercise Date; and

(7) The Telephone Company will recalculate the Key Numbers within sixty (60) days of the Option Exercise Date with no credits being applied to the Customer's bill(s) during this sixty (60) day period. Starting with the remaining quarters of the Term Year as of Option Exercise Date, the combined Key Numbers will be used to determine applicable IDCC and IDAC credit amounts.

(a) If the Option Exercise Date falls within the 1st, 2nd or 3rd quarter of the respective Term Year, the initial credit application of any eligible Combined IDCC and/or Combined IDAC will occur thirty (30) days after the Key Numbers are determined or thirty (30) days in arrears of the end of the quarter, whichever is later; or,

(b) If the Option Exercise Date falls within the fourth quarter of the respective Term Year, the initial credit application of any eligible Combined IDCC and/or Combined IDAC will occur thirty (30) days after the Key Number are determined or sixty (60) days in arrears of the end of the quarter, whichever is later.

Option (ii): The Customer and Telephone Company shall endeavor to negotiate new Key Numbers for the period from the Option Exercise Date to the end of the Term Period, to allow for the combination of the billed, recurring revenues for Qualified Access Services of the Customer and the merged or acquiring company to be covered under this Contract Offer Subscription provided the following conditions are met: (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd) (N)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (ii): (Cont'd)

(1) The Customer and Telephone Company shall each identify a team (composed of business and network subject matter experts) which shall negotiate new Key Numbers in good faith;

(2) If these discussions do not result in mutual agreement on new Key Numbers within sixty (60) days of the date of the Option Exercise Date, either Customer or Telephone Company may provide written notice to the other requesting that each party appoint a knowledgeable, responsible representative(s) to meet and negotiate in good faith to agree upon new Key Numbers. The Customer and Telephone Company intend that these negotiations be conducted by non-lawyer, business representatives. The location, form, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives;

(3) The Customer and Telephone Company shall endeavor to reach agreement upon the new Key Numbers within one hundred twenty (120) days of the Option Exercise Date; and

(4) If the Customer and Telephone Company cannot mutually agree upon new Key Numbers within the timelines outlined above, and the Customer does not wish to continue according to the rates, terms and conditions of this Contract Offer Subscription, the Customer may terminate the Contract Offer Subscription by giving thirty (30) days written notice to the Telephone Company. Upon such termination, the Telephone Company shall bill the Customer, and the Customer shall pay to the Telephone Company, termination liability charges as described below:

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (ii): (Cont'd)

(4) (Cont'd)

(a) For termination that occurs between twelve (12) and twenty-four (24) months after the Effective Date, eighty percent (80%) of all IDCC and IDAC provided to the Customer pursuant to this Contract Offer No. 28; or

(b) For termination that occurs after the first twenty-four (24) months after the Effective Date, fifty percent (50%) of all IDCC and IDAC provided to the Customer pursuant to this Contract Offer No. 28.

Option (iii): The Contract Offer Subscription shall be terminated as set forth within Section 22.28.8(A).

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets

If Customer is required by a regulatory agency to divest any markets, market spectrum or customers ("Divested Market"), in connection with a Transfer, the Customer can request that Key Numbers be recalculated by the Telephone Company. The Customer send the written notice to the Telephone within sixty (60) days of completing a market divestiture. The date the Customer sends that written notice shall be the "Divestiture Notice Date". The Telephone Company will recalculate the Key Numbers as described below:

(1) The Baseline MARC, IDC, IDCC Ranges and IDAC Ranges will be reduced, by either of the following methods, at the Customer's discretion ("Divested Revenue"):

(a) One hundred percent (100%) of the Divested Market's billed, recurring for Qualified Access Services for the three (3) months immediately preceding the notification multiplied by four (4); or

(b) A revenue amount that is less than the amount determined under subparagraph (a) above.

(2) The Baseline (1) MARC will be reduced, by either of the following methods, at the Customer's discretion ("Divested (1) Revenue"): (D) (D)

(a) One hundred percent (100%) of the Divested Market's billed, recurring revenues for Qualified Access Services that are (1) revenues for the three (3) months immediately preceding the notification multiplied by four (4); or (D)

(b) A revenue amount that is less than the amount determined under subparagraph (a) above.

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(1) See footnote (1) on page 22-183

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3)The IDCCs and IDACs will be reduced according to the following steps:

Step 1.

Determine the impact on total revenue by calculating the "Divestiture Percentage". The Divestiture Percentage is the percent change between the Pre-Divest and Post-Divest revenues. The "Pre-Divest Revenue" equals one hundred percent (100%) of the Customer's billed, recurring revenues for Qualified Access Services for the three (3) months immediately preceding the notification multiplied by four (4) or the Baseline MARC, whichever is greater. The "Post-Divest Revenue" equals Pre-Divest Revenue minus the Divested Revenue from (B) (1).

Example:

Pre-Divest Revenue = $40,000,000
Divested Revenue = $2,900,000
Post-Divest Revenue = $37,100,000
($40,000,000 - $2,900,000)

Divestiture Percentage = 7%
(1-($37,100,000/$40,000,000))

Step 2.

Determine the (1) multiplier that results from the divested (1) revenue by the following: (D)

(a) Determine the "Post-Divest (1) Revenue" amount by subtracting the (D)
Divested (1) Revenue, as identified in (B) (2) above, from the Pre- (D)
Divested Market (1) revenue. The "Pre-Divest (1) Revenue" equals (D)
100% of the Customer's billed, recurring revenues for Qualified
Access Services that are (1) services for the three (3) months (D)
immediately preceding the notification multiplied by four (4) or the
Baseline (1) MARC, whichever is greater. (D)

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(1) See footnote (1) on page 22-183

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) (Cont'd)

Step 2. (Cont'd)

(a) (Cont'd)

If the Post-Divest (1) Revenue amount meets or exceeds the (D)
Baseline (1) MARC ($3,430,000) the (1) multiplier equals 1.0. (D)

Example:
Pre-Divest (1) Revenue =$4,000,000 (D)
Divested (1) Revenue = $500,000 (D)
Post-Divest (1) Revenue=$3,500,000 (D)

(b) If the Post-Divest (1) Revenue amount is less than the (D)
Baseline (1) MARC, the ratio of Post-Divest (1) Revenue (D)
to Post-Divest Revenue ("Post Divest Ratio"), as identified in Step 1, will be determined.

Example:
Post-Divest Revenue = $37,100,000
Post-Divest (1) Revenue= $3,000,000 (D)
Post-Divest Ratio = 8%
($3,000,000 / $37,100,000)

(c) If the Post-Divest Ratio is equal to or greater than 11%, the
(1) multiplier equals 1.0. (D)

(d) If the Post-Divest Ratio is below 11%, the ratio of Pre-Divest
(1) Revenue, as identified in Step 2 (a), to total Pre-Divest Revenue (D)
("Pre-Divest Ratio"), as identified in Step 1, will be determined.

Example:
Pre-Divest Revenue = $40,000,000
Pre-Divest (1) Revenue= $4,000,000 (D)
Pre-Divest Ratio = 10%
($4,000,000/$40,000,000)

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(1) See footnote (1) on page 22-183

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) (Cont'd)

Step 2. (Cont'd)

(e) A (1) equalizer will be calculated by subtracting the Pre-Divest (D)
Ratio from 11% ("(1) Equalizer"). The (1) Equalizer will be (D)
added to the Post-Divest Ratio, resulting in a revised Post-Divest Ratio.

Example:
Pre-Divest Ratio = 10%
(1) Equalizer = 1% (11% - 10%) (D)

Post-Divest (1) Ratio = 8% (D)
(1) Equalizer = 1% (D)
Revised Post-Divest Ratio = 9%

(f) The following (1) multipliers will be applied based upon the revised Post-Divest Ratio(s): (D)

(i) 11% or greater, a (1) multiplier of 1.0 will be used; (D)

(ii) Less than 11%, but equal to or greater than 8%, a (1) multiplier of 1.25 will be used; (D)

(iii) Less than 8%, but equal to or greater than 5%, a (1) multiplier of 1.50 will be used; or (D)

(iv) Less than 5%, a (1) multiplier of 2.0 will be used. (D)

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(1) See footnote (1) on page 22-183

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) (Cont'd)

(f) (Cont'd)

Step 3.

The Divestiture Percentage multiplied by the (1) multiplier will equal the percent reduction in the IDCCs and IDACs which remain available to the customer. (D)

Example:

IDCC-Level equals 6
IDAC-Level equals 3
Divestiture % = 7%
(1) multiplier = 1.25 (D)
(assuming a revised Post-Divest Ratio of 9%)

Reduced IDCC = $1,358,713
(1,489,000 – (1,489,000 X (.07 X 1.25)))

Reduced IDAC = $4,447,525
(4,874,000 – (4,874,000 X (.07 X 1.25)))

(4) The Telephone Company will recalculate the Key Numbers within sixty (60) days of the Divestiture Notice Date. The recalculated Key Numbers will become effective once the Divested Market's billed, recurring revenues for Qualified Access Services are no longer being billed to the Customer ("Divestiture Effective Date"). Starting with the remaining quarters of the Term Year as of the Divestiture Effective Date, the recalculated Key Numbers will be used to determine the applicable IDCC and IDAC amounts.

(a) If the Divestiture Effective Date falls within the 1st, 2nd or 3rd quarter of the respective Term Year, the initial credit application of any eligible Reduced IDCC and/or Reduced IDAC will occur thirty (30) days after the Key Numbers are effective or thirty (30) days in arrears of the end of the quarter, whichever is later; or,

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(1) See footnote (1) on page 22-183

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd) (N)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(4) (Cont'd)

(b) If the Divestiture Effective Date falls within the fourth quarter of the respective Term Year, the initial credit application of any eligible Reduced IDCC and/or Reduced IDAC will occur thirty (30) days after the Key Numbers are determined or sixty (60) days in arrears of the end of the quarter, whichever is later.

22.28.7 WAMS-VIP Cell-Site Performance – Credits

(A) Description

Cell-Site Performance Improvement Credits are available to the Customer based upon the quality of service delivered during the Term Period, as set forth in subparagraph (2) below. The credits will be granted in the event that the Telephone Company's Contract Offer No. 28 service performance level objectives for cell-site DS1 Qualified Access Services are not met.

(1) The DS1 Qualified Access Services cell-site performance level parameters will be based on DS1 Percentage of Network Availability. The DS1 Percent of Network Availability will be calculated by determining the actual hours that the cell-site DS1 circuits are in service during a given month compared to the total expected availability, and then aggregating those total hours over the course of a Term Year.

Example:

If a Customer had 100 circuits in service at the end of January and 110 at the end of February, their total hours of expected availability would be (31 days times 100 circuits, times 24 hours) plus (28 days, times 110 circuits, times 24 hours) or 148,320. This would be the denominator of the network availability equation. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.7 WAMS-VIP Cell-Site Performance – Credits (Cont'd)

(A) Description (Cont'd)

(1) Example: (Cont'd)

The numerator would be the total hours of outage based upon measured tickets reported to the Telephone Company subtracted from the 148,320. If there were 8 reported failures averaging 3.5 hours per outage, the total hours of outage would be equal to twenty-eight (28). The resulting availability equation for those two (2) months will be ((148,320-28)/148,320) or 99.981%. A twelve (12) month aggregation using the same process as noted for two (2) months will be used to determine annual percent availability for a Customer.

(2) Table E below provides cell-site service performance targets, based on DS-1 Percentage of Network Availability, for each Term Year.

Table E

Term Year	% Network Availability
1	99.9588%
2	99.9666%
3	99.9744%
4	99.9822%
5	99.9900%
6	99.9900%
7	99.9900%

(B) At the Annual True-Up, if the Telephone Company annual results fail to meet the performance target, as specified in Table E above, and the Customer has met the Baseline MARC, the Telephone Company will provide credits and services as follows:

(1) The Telephone Company will apply one hundred dollars ($100) in special construction credits for each measured trouble ticket reported to the Telephone Company during the Term Year for cell-site improvements. The special construction credits will be used to improve performance at mutually agreed upon Customer's cell sites that are performing below the DS-1 Percentage of Network Availability as specified in Table E above.

For example: special construction credits can be used to offset the cost of replacing copper with fiber at non-performing cell-sites; and,

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.7 WAMS-VIP Cell-Site Performance – Credits (Cont'd)

(B) (Cont'd)

(2) The Telephone Company will provide Customer the ability to purchase Automatic Loop Transfer service at 25% discount off the monthly recurring rates described in F.C.C. No. 2, Section 21.5.2 for those cell sites that fail to meet the performance target, as specified in Table E above.

22.28.8 Termination

The Customer's subscription to this Contract Offer No. 28 shall terminate if Customer gives notice to Telephone Company, as set forth in the following paragraph, and as set forth elsewhere in this Contract Offer No. 28.

The termination liability charges described below shall apply if termination occurs because the Customer does not make a Shortfall Payment as described in Section 22.28.5(B)(1) and/or the Customer elects to terminate its subscription to Contract Offer No. 28 for reasons other than described in Section 22.28.6 (A)(6)(Option (ii) and/or Section 22.28.8(B).

If the Customer elects to terminate its Contract Offer Subscription during the Term Period, written notification must be provided to the Telephone Company indicating the Customer's intention to terminate its Contract Offer Subscription. This notification must include the date upon which the Customer wishes to terminate its Contract Offer Subscription.

(A) Termination Liability

Termination liability charges will consist of the sum of the following:

(1) Ten percent (10%) of the Baseline MARC divided by twelve (12) then multiplied by the number of months remaining in the Term Period; plus

(2) Repayment of the IDCC, IDAC and (1)-ID given under Contract Offer No. 28 during the three (3) quarters preceding the termination date. (D)

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(1) See footnote (1) on page 22-183

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd) (N)

22.28.8 Termination (Cont'd)

(A) Termination Liability (Cont'd)

Example:

Customer with a Baseline MARC of $31,968,000 and an IDC of $36,000,000 terminates its Contract Offer Subscription after forty-eight (48) months and with thirty-six (36) months remaining in the eighty-four (84) month Term Period, and the Customer received IDCC and IDAC of $553,500 and $2,215,500, respectively, for the previous three quarters before termination. The termination liability charges would be:

(($31,968,000/12) X 10% X 36) + ($553,500 + $2,215,500) = $12,359,400 termination liability charge.

(B) Rate Reductions

If the tariffed rates for the Qualified Access Services are reduced by a cumulative total of twenty percent (20%) from the tariffed rates in effect as of the Effective Date (Initial Tariff Rates), either party may terminate the LOS by providing a sixty (60) day written notice to the other party. Termination liability charges will not apply.

To determine whether the 20% rate reduction has been met or exceeded, the Telephone Company shall perform an analysis within sixty (60) days following the Effective Date that details the Customer's inventory of Qualified Access Services and the Initial Tariff Rates (Initial Rate Analysis.)

Example: DS1-Initial Rate Analysis

Product Category/ Description	State	Zone	Term	Rate	Units	Total Cost
DS1 – Local Distribution Channel (LDC)	IL	2	36	$25.00	4,000	$100,000
DS1 - Channel Mileage Termination (CMT)				$21.00	1,600	$33,600
DS1 - Channel Mileage (CM-Per Mile)				$16.40	1,000	$16,400
DS1 Total					6,600	$150,000

(N)

(This page filed under Transmittal No. 1395)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

21.28.8 Termination (Cont'd)

(B) Rate Reductions (Cont'd)

Telephone Company shall also perform a similar exercise within sixty (60) days following each Term Year detailing the Customer's inventory from the Initial Rate Analysis and the end-of-year tariff rates (EOY Rate Analysis). The Customer and Telephone Company will then compare the Initial Rate Analysis to the EOY Rate Analysis to identify the percent change in the total, cumulative rates, if any.

Example: Initial Rate Analysis and EOY Rate Analysis Comparison

Product Category	Units	Initial Tariff Rate	EOY Tariff Rate	% Rate Change
DS1	6600	$150,000	$122,000	
DS3	2000	$ 90,000	$ 70,000	
(1)				
Total	9600	$540,000	$392,000	27%

(D)

27% = (1-($392,000/$540,000))

The quantity of units for each product category used in the Initial Rate Analysis and the EOY Rate Analysis will be calculated from the Qualified Access Service rate elements listed below:

1. DS1 – Local Distribution Channel (LDC), Channel Mileage Termination (CMT) and Channel Mileage (CM) per mile,

2. DS3 – LDC, CMT and CM per mile and Multiplexing (MUX),

3. (1) – All (1) rate elements for (1), (D)
(1), SONET Xpress, (D)
(1) and Multi-service (1) services. (D)

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(1) See footnote (1) on page 22-183

22. (1) (D)

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(1) Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 29 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-218

(This page filed under Transmittal No. 1666)

22. [1] (D)

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[1] See footnote (1) on page 22-218

22. [1] (D)

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[1] See footnote (1) on page 22-218

22. [1] (D)

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[1] See footnote (1) on page 22-218

22. [1] (D)

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[1] See footnote (1) on page 22-218

22. Pricing Flexibility Contract Offering (Cont'd)

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service – One Year Term (N)

22.30.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.30.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

(1) Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service –One Year Term (Cont'd) (N)

22.30.2Contract Terms

(A) Contract Offering No. 30 is available during the purchase period, which begins July 31, 2004 and ends October 31, 2004.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 30.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 30 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.30.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.30.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 30 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 30 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 30 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 30 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 30.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 30 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.30.2 (K).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.30.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 30 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 30 terminated and the termination charges described in 22.30.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 22.30.3 (B).

(K) The customer may elect to discontinue Contract Offering No. 30 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.30.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 30 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 30, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 30.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.30.2 Contract Terms (Cont'd)

(L) (Cont'd)

Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 30 terminated. If Contract Offering No. 30 is terminated during the initial contract term, the termination charges described in 22.30.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.30.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.30.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.30.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.30.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term

22.31.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.31.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

(1) Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.31.2 Contract Terms

(A) Contract Offering No. 31 is available during the purchase period, which begins July 31, 2004 and ends October 31, 2004.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 31.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 31 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.31.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.31.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 31 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 31 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 31 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 31 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 31.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 31 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.31.2 (K).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.31.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 31 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 31 terminated and the termination charges described in 22.31.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 31 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.31.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 31 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 31, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 31.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.31.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 31 terminated. If Contract Offering No. 31 is terminated during the initial contract term, the termination charges described in 22.31.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.31.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.31.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.31.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.31.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$310.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

(This page filed under Transmittal No. 1402)

22. Pricing Flexibility Contract Offering (Cont'd)

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term (N)

22.32.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 326 Kbps of capacity. (N)

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.32.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C)AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

(1) Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.32.2Contract Terms

(A) Contract Offering No. 32 is available during the purchase period, which begins July 31, 2004 and ends October 31, 2004.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 32.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 32 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.32.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.32.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D)The initial contract term for Contract Offering No. 32 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E)At the conclusion of the initial contract term, Contract Offering No. 32 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 32 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 32 upon thirty days written notice any time following the completion of the initial contract term.

(F)The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G)No other discount pricing plans apply.

(H)AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 32.

(I)If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 32 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.32.2 (K).

(N)

(This page filed under Transmittal No. 1402)

22. Pricing Flexibility Contract Offering (Cont'd)

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.32.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 32 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J)If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 32 terminated and the termination charges described in 22.32.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 32 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.32.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 32 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 32, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 32.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service- (N)

(This page filed under Transmittal No. 1402)

22. Pricing Flexibility Contract Offering (Cont'd)

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.32.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 32 terminated. If Contract Offering No. 32 is terminated during the initial contract term, the termination charges described in 22.32.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.32.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.32.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.32.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.32.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$250.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

(This page filed under Transmittal No. 1402)

22. Pricing Flexibility Contract Offerings

22.33 Contract Offer No. 33 – (1) Offer (D)

22.33.1 General Description

(1) Offer (Contract Offer No. 33) permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.33.5 for new (1) Service, and associated DS3 and DS1 special access transport bandwidth, that together make up an (1) network. (D) (D) (D)

22.33.2 Services Available Under Contract Offer No. 33

(A) Contract Offer No. 33 applies to pricing-flexibility-qualified access services contained in the following tariff sections:

(1) (1); and (D)
(2) DS1 Service and DS3 Service – Ameritech Tariff F.C.C. No. 2, Section 21

(B) All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

22.33.3 Contract Offer No. 33 - Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the Contract Offer 33 discount:

(1) Service must be a pricing-flexibility-qualified service listed in Section 22.33.2 (A);

(2) Service must be located in an MSA listed in 22.33.4 (B)(1);

(3) Customer must purchase one new (1) in each of the three (3) respective MSAs as described in Section 22.33.4 (B) (1). (D)

(4) All traffic must originate or terminate at a Mobile Switching Center (MSC);

(5) The Customer and its affiliates must maintain an Access Service Ratio, equal to or greater than 95%. The Access Service Ratio is defined in Section 22.33.3 (B) (14) and will be measured on each Term Year of the Contract Offer No. 33 effective date.

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(1) Material previously contained in this section has been deleted. DRS, OCN PTP, GigaMAN, MON and OPT-E-MAN® services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 33 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.33 Contract Offer No. 33 – (1) Offer (Cont'd) (D)

22.33.4 Contract Offer No. 33 - Terms and Conditions

(A) Term Period

The contract term is five (5) years, (the "Term Period") commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's completion of the (1) access service order. This offer is not renewable. (D)

At the expiration of the Term Period, Customer may choose from the payment options in:

(1) Section 7 for (1) Service, (D)
(2) Section 7 for DS3 and DS1 Service.

If at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections above, in the case of DS1 and DS3 service, the Customer will automatically be billed the monthly rates found in Section 21.5.2; and in the case of (1) Service, the Customer will automatically be billed the monthly extension rates found in Section 21.5.2.

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 33 as listed in Section 22.33.5. Purchase of the services listed above under Contract Offer No. 33 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, however such tariff modifications will not change the regulations described in Contract Offer No. 33.

Purchase of the services listed above under Contract Offer No. 33 are subject to the specific terms and conditions of section 22.33.4. Purchases of the services listed above under Contract Offer No. 33 are also subject to general terms and conditions of F.C.C. Tariff No. 2 and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

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(1) See footnote (1) on page 22-245

22. Pricing Flexibility Contract Offerings (Cont'd)

22.33 Contract Offer No. 33 – [1] Offer (Cont'd) (D)

22.33.4 Contract Offer No. 33 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer No. 33 is only available for circuits located in the following MSAs:

Pricing Flexibility MSAs
Grand Rapids, Michigan; Akron and Cleveland, Ohio.

(2) This Contract Offer No. 33 is only available September 18, 2004 through October 18, 2004.

(3) Customer must submit a Letter of Authorization / Firm Order Commitment.

(4) If the Customer should discontinue service under Contract Offer No. 33 during the Term Period, termination liability charges will apply in accordance with Section 22.33.6.

(5) If, after the Customer has submitted the Letter of Authorization / Firm Order Commitment (LOA-FOC) and prior to commencement of the Term Period, the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(6) Customer must subscribe to Contract Offer No. 33 in accordance with the regulations set forth in Section 5.

(7) If the Customer requests modifications to the Contract Offer No. 33 network design originally constructed for the Customer under Contract Offer No. 33, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to: reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements.

(8) Services under this Contract Offer No. 33 will not be eligible for discounts under the Managed Value Plan (MVP) offering in Section 19.

(9) Customer will not be able to subscribe to any future contract offerings in section 22 in conjunction with this Contract Offer No. 33.

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[1] See footnote (1) on page 22-245

22. Pricing Flexibility Contract Offerings (Cont'd)

22.33 Contract Offer No. 33 – [1] Offer (Cont'd) (D)

22.33.4 Contract Offer No. 33 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(10) Contract Offer No. 33 is not renewable.

(11) For the [1] subject to this Contract Offer in the Grand Rapids, Michigan and Cleveland, Ohio MSAs, Customer shall, by the end of the third year of the five-year term period, purchase DS1 and DS3 circuits riding the ring equivalent to 50 % or more of the capacity of each [1]. For the [1] subject to this Contract Offer in the Akron, Ohio MSA, Customer shall, by the end of the third year of the five-year term period, purchase DS1 and DS3 circuits riding the ring equivalent to 30 % or more of the capacity of the [1]. (D) (D) (D)

(12) If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 33 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled unless the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(a) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly, more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission or; If any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(b) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated:
    (i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;
    (ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

(13) The terms and conditions of the Contract Offer No. 33 shall continue in full force and effect if the Customer merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity (Transfer). After a Transfer, if the other entity also purchases Qualified Access Service(s) from the Telephone Company, either directly or through any affiliates, the Customer shall not include under this Contract Offer Subscription any of the billed recurring revenue for the Qualified Access Services of the other entity in place as of the date the Transfer is finalized (Transfer Date).

[1] See footnote (1) on page 22-245

22. Pricing Flexibility Contract Offerings (Cont'd)

22.33 Contract Offer No. 33 – [1] Offer (Cont'd) (D)

22.33.4 Contract Offer No. 33 - Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(14) As referenced in Section 22.33.3 (A) (5), the Customer and its affiliates must maintain an Access Service Ratio of 95% or greater. The ratio, calculated annually is the Annual Access Revenue minus Annual Wholesale Revenue, (the associated rate elements not included in the interstate tariff) divided by the total qualified Annual Access Revenue. To maintain compliance with Contract Offer No. 33, the ratio must be greater than or equal to 95%.

The 95% ratio is calculated as follows:

$$\frac{\text{Annual Access Revenue} - \text{Annual Wholesale Revenue}}{\text{Annual Access Revenue}}$$

(a) Where the Annual Access Revenue is the Customer's and its affiliates' current interstate annual recurring billed revenue associated with the rate elements, as defined in Table A below:

TABLE A:

Service	General/Basic Description
Entrance Facilities	6.1.3(A)(1)(a)
Direct Transport Services	6.1.3(A)(1)(b)
Direct Analog Services	7.2.3
Base Rate, DS1 and DS3 Services	7.2.9
[1]	
[1]	
[1]	
[1]	
[1]	

(D)
|
(D)

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[1] See footnote (1) on page 22-245

22. Pricing Flexibility Contract Offerings (Cont'd)

22.33 Contract Offer No. 33 – [1] Offer (Cont'd) (S)

22.33.4 Contract Offer No. 33 - Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(14) (Cont'd)

(b) Annual Wholesale Revenue is the Customer's and its affiliates' annual recurring billed revenue for associated rate elements as defined in Table B below not included in the interstate or intrastate tariff(s).

TABLE B:

Service Level	Associated Rate Elements Not Included in Interstate Tariff
DS1/LT1	4-wire digital loop DS1 Entrance Facilities DS1 Interoffice Transport DS1 Cross Connects DS1 Multiplexing All DS1 non-tariffed Committed Information Rate Broadband Services
DS3/LT3	DS3 Loop DS3 Entrance Facilities DS3 Interoffice Transport DS3 Cross Connects DS1/DS3 Multiplexing All DS3 non-tariffed Committed Information Rate Broadband Services
OC-3 OC-12 OC-48	OC-3 Entrance Facilities OC-3 Interoffice Transport OC-3 Cross Connects OC-3 Multiplexing OC-12 Entrance Facility OC-12 Interoffice Transport OC-12 Cross Connects OC-12 Multiplexing OC-48 Entrance Facilities OC-48 Interoffice Transport OC-48 Cross Connects OC-48 Multiplexing All OCN equivalent non-tariffed Committed Information Rate Broadband Service
Other Transport Products	Dark Fiber – Interoffice Dark Fiber – Loop Dark Fiber – Subloop Dark Fiber Cross Connects

(Z)
(Z)

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[1] See footnote (1) on page 22-245.

(This page filed under Transmittal No. 1667)

22. Pricing Flexibility Contract Offerings (Cont'd)

(D)

22.33 Contract Offer No. 33 – [1] Offer (Cont'd)

22.33.4 Contract Offer No. 33 - Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(14) (Cont'd)

(c) As new rate elements are introduced and are added to Table B above, all recurring revenues associated with the new associated rate elements will automatically be added to the Customer's Annual Wholesale Revenue as defined in Section 22.33.3 (14) (B) preceding, for calculation of the Access Service Ratio.

(d) If the Customer fails to meet the Access Service Ratio in any given year of the term, upon notification from the Telephone Company, the Customer has five (5) business days to notify the Telephone Company in writing that it will meet or exceed the 95% Access ratio within 60 days. Failure to notify in five (5) days and/or failure to rectify in 60 days will cause termination of Contract Offer No. 33 and termination liability charges will apply as set forth in Section 22.33.6.

[1] See footnote (1) on page 22-245

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.33 Contract Offer No. 33 (1) Offer (Cont'd) (D)

22.33.5 Contract Offer No. 33 - Rates and Charges

(A) (1) Service Rates and Charges: (D)
Customer shall pay the following Nonrecurring Charge (NRC) and Monthly Recurring Charge (MRC) for each new (1) Service: (D)

(1) Nonrecurring Charges (NRC):
(1) $ 50.00 (D)
(1) $ 600.00 (D)

Monthly Recurring Charge (MRC):
(1) Service in Grand Rapids, MI $ 14,508.00 (D)

The (1) Service MRC includes the following components: (D)

(1)	USOC	Quantity
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

(2) Nonrecurring Charges (NRC): (D)
(1) $ 50.00 (D)
(1) $ 600.00

Monthly Recurring Charge (MRC): (D)
(1) Service in Akron, OH $ 12,618.00

The (1) Service MRC includes the following components: (D)

(1)	USOC	Quantity
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

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(1) See footnote (1) on page 22-245

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.33 Contract Offer No. 33 (1) Offer (Cont'd) (D)

22.33.5 Contract Offer No. 33 - Rates and Charges (Cont'd)

(A) (Cont'd)

(3) Nonrecurring Charges (NRC):
(1) $ 50.00 (D)
(1) $ 600.00 (D)

Monthly Recurring Charge (MRC):
(1) Service in Cleveland, OH $ 13,806.00 (D)

The (1) Service MRC includes the following components: (D)

(1)	USOC	Quantity
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

(B) (1) Additional Services Rates and Charges: (D)
Customer may subscribe to the following additional (1) services at the MRC rates below: (D)

(D)

(1)	USOC	MRC
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

(D)

If a node is added after the initial installation of the (1), the new node will be co-terminus with the initial Term Period.

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(1) See footnote (1) on page 22-245

22. Pricing Flexibility Contract Offerings (Cont'd)

22.33 Contract Offer No. 33 – [1] Offer (Cont'd) (D)

22.33.5 Contract Offer No. 33 - Rates and Charges (Cont'd)

(C) During the Term Period, the Customer may subscribe to the following DS1 subtending services, up to the capacity of the [1], at the MRC rates below: (D)

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service LDC - Zone	USOC	MRC
Zone 1	TZ4X1	$93.00
Zone 2	TZ4X2	$101.00
Zone 3	TZ4X3	$110.00
Zone 4	TZ4X4	$112.00
Zone 5	TZ4X5	$115.00

(2) Channel Mileage Termination (CMT) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$21.00
Zone 2	CZ4X2	$21.00
Zone 3	CZ4X3	$23.00
Zone 4	CZ4X4	$24.00
Zone 5	CZ4X5	$26.00

(3) Channel Mileage (CM) – Per Mile - Bit Rate 1.544 Mbps:

DS1 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$10.50
Zone 2	1YZX2	$10.75
Zone 3	1YZX3	$11.00
Zone 4	1YZX4	$11.00
Zone 5	1YZX5	$11.00

When a DS1 is added to the [1], the DS1 will carry a sixty (60) month Term Period. (D)

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[1] See footnote (1) on page 22-245

22. Pricing Flexibility Contract Offerings (Cont'd)

22.33 Contract Offer No. 33 – (1) Offer (Cont'd) (D)

22.33.5 Contract Offer No. 33 - Rates and Charges (Cont'd)

(D) During the Term Period, the Customer may subscribe to the following DS3 subtending services, up to the capacity of the (1), at the MRC rates below: (D)

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 44.736 Mbps:

DS3 Service LDC - Zone	USOC	MRC
Zone 1	TZUP1	$817.00
Zone 2	TZUP2	$827.00
Zone 3	TZUP3	$874.00
Zone 4	TZUP4	$893.00
Zone 5	TZUP5	$903.00

(2) Channel Mileage Termination (CMT) – Per Point of Termination:

DS3 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$200.00
Zone 2	CZ4X2	$209.00
Zone 3	CZ4X3	$219.00
Zone 4	CZ4X4	$228.00
Zone 5	CZ4X5	$238.00

(3) Channel Mileage (CM) – Per Mile:

DS3 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$28.00
Zone 2	1YZX2	$30.00
Zone 3	1YZX3	$31.00
Zone 4	1YZX4	$35.00
Zone 5	1YZX5	$37.00

(4) Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1:

DS3 Service 3/1 MUX - Zone	USOC	MRC
Zone 1	QM3X1	$404.00
Zone 2	QM3X2	$413.00
Zone 3	QM3X3	$428.00
Zone 4	QM3X4	$442.00
Zone 5	QM3X5	$456.00

When a DS3 is added to the (1), the DS3 will carry a sixty (60) month Term Period. (D)

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(1) See footnote (1) on page 22-245

22. Pricing Flexibility Contract Offering (Cont'd)

22.33 Contract Offer No. 33 – (1) Offer (Cont'd) (D)

22.33.6 Contract Offer No. 33 - Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates Contract Offer No. 33 before the completion of the Term Period for any reason, Customer must pay to the Telephone Company termination liability charges as described below. If the customer is not in compliance with the Eligibility Criteria in Section 22.33.3 or the Terms and Conditions in Section 22.33.4, termination liability charges will apply. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

50% of all monthly recurring charges ((1), DS1 and DS3 services) for the balance of the Customer's five (5) year Term Period. (D)

All remaining in-service Subject Services will convert back to the prevailing tariff rates at the term that the customer signed up for. Prevailing tariff rates are highlighted in Section 7.5.9 and (1) for Phase 1 MSAs and Section 21.5.2 for Phase 2 MSAs. (D)

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: Customer with a $35,000 monthly recurring charge terminates service after three (3) years and has twenty-four (24) months remaining in a five (5) year term plan. The termination liability would be calculated as:

$35,000 X 24 X 50% = $420,000 termination liability charge.

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(1) See footnote (1) on page 22-245

22. Pricing Flexibility Contract Offerings

22.34 Contract Offer No. 34 – (1) Service Offer (D)

22.34.1 General Description

(1) Service Offer (Contract Offer No. 34) permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.34.5 for the purchase of one (1) new (1) Service, one (1) new (1) Service and associated new DS3 and DS1 special access transport bandwidth, that together make up an (1) and (1) network. (D) (D) (D)

22.34.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to purchase Contract Offer No. 34:

(1) Service must be located in Pricing Flexibility MSA: Chicago, Illinois;
(2) Customer must purchase one (1) new (1) and one (1) new (1) Service within three (3) months of subscribing to Contract Offer No. 34; and (D)
(3) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(B) Contract Offer No. 34 applies to pricing flexibility qualified access services contained in the following tariff sections:

(1) (1) (D)
(2) DS1 Service and DS3 Service – Ameritech Tariff F.C.C. No. 2, Section 21

(C) All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 34 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

(D)

22.34 Contract Offer No. 34 – (1) Service Offer (Cont'd)

22.34.3 Terms and Conditions

(A) Term Period

The contract term is three (3) years, (Term Period) commencing on the date billing begins. Billing commences for the new (1) and (1) Service no later than 30 days after the Telephone Company's completion of access service order. This offer is not renewable. (D)

At the expiration of the Term Period, Customer may choose from the payment options as described in:

(1) Section 7 for (1) and (1) Service; (D)
(2) Section 7 for DS3 and DS1 Service.

If at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections above, for DS1 and DS3, the services will be converted to the monthly rates found in Section 21.5.2 or Section 7; and for (1) and (1), the services will be converted to the monthly extension rates found in Section 21.5.2 or Section 7, as applicable. (D)

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 34 as listed in Section 22.34.5. Purchase of the services listed above under Contract Offer No. 34 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, however such tariff modifications will not change the terms and conditions described in Contract Offer No 34.

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(1) See footnote (1) on page 22-257

22. Pricing Flexibility Contract Offerings (Cont'd)

22.34 Contract Offer No. 34 – (1) Service Offer (Cont'd) (D)

22.34.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer No. 34 is only available September 18, 2004 through November 18, 2004;

(2) (1), (1), DS1 and DS3 discounted rates, as described in Section 22.34.5 must be for new installations only; (D)

(3) The rates to be paid by the customer pursuant to this Contract Offer 34, shall include twenty-two (22) existing Automatic Protection Switching (APS) circuits for the Term Period of this contract;

(4) Customer must submit a Letter of Authorization / Firm Order Commitment (LOA-FOC);

(5) If the Customer should discontinue service under Contract Offer No. 34 during the Term Period, termination liability charges will apply in accordance with Section 22.34.6;

(6) Customer must subscribe to the services available under this Contract Offer No. 34 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(7) If, after the Telephone Company receives the Letter of Authorization / Firm Order Commitment (LOA-FOC) and prior to commencement of the Term Period, the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(8) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 34, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include but are not limited to reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(9) The Customer will not be able to subscribe to any other contract offering in Section 22 in conjunction with Contract Offer No. 34 that might be offered by the Telephone Company for services covered under this Contract Offer 34; and

(10) Services under Contract Offer No. 34 will be eligible for discounts under the Managed Value Plan (MVP) offer in Section 19.

(1) See footnote (1) on page 22-257

22. Pricing Flexibility Contract Offerings (Cont'd)

(D)

22.34 Contract Offer No. 34 – (1) Service Offer (Cont'd)

22.34.3 Terms and Conditions (Cont'd)

(B) (Cont'd)

(11) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 34 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

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(1) See footnote (1) on page 22-257

22. Pricing Flexibility Contract Offerings (Cont'd)

(D)

22.34 Contract Offer No. 34 – [1] Service Offer (Cont'd)

22.34.4 Upgrade Option

(A) If the Customer requests that the new [1] and/or [1] Service be converted to a different higher grade service in the same MSA as covered under this contract offering, such conversions are subject to the following conditions: (D)

(1) The aggregate of the monthly payments of the upgraded service over the term of such service (the "Upgrade Service Revenue Value") must be equal to or greater than the aggregate of the monthly payments of the remaining Term Period (the "Existing Service Revenue Value").

(2) If the Upgrade Service Revenue is less than the Existing Service Revenue Value, the Customer may make a one-time payment equal to the difference between the Upgrade Service Revenue and the Existing Service Revenue Value. This payment must be made before the Telephone Company begins work on the requested upgrade.

(3) Otherwise the Customer must notify the Telephone Company in writing of its desire to convert to the upgraded service. The Telephone Company will terminate Contract Offer No. 34 and termination liability charges as determined in accordance with Section 22.34.6. will apply.

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[1] See footnote (1) on page 22-257

22. Pricing Flexibility Contract Offerings (Cont'd)

22.34 Contract Offer No. 34 – (1) Service Offer (Cont'd) (D)

22.34.5 Rates and Charges

(A) (1) Service Rates and Charges: (D)

Customer shall pay the following Nonrecurring Charges (NRC) and Monthly Recurring Charge (MRC) for the new (1) Service: (D)

Nonrecurring Charges (NRC):
(1)$ 60.00 (D)
(1)$ 600.00 (D)

Monthly Recurring Charge (MRC): (D)
(1) Service $15,778.00

The (1) Service MRC includes the following components: (D)

(1)	USOC	Quantity
(1)		
(1)		
(1)		

(D)

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(1) See footnote (1) on page 22-257

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.34 Contract Offer No. 34 – (1) Service Offer (Cont'd) (D)

22.34.5 Rates and Charges (Cont'd)

(B) (1) Additional Services Rates and Charges: (D)
Customer may subscribe to the following additional (1) services at the MRC rates below: (D)

(1)	USOC	RATES
(1)		
(1)		
(1)		
(1)		

(D)

(D)

If a (1) is added after the initial installation of the (1), the new (1) will be co-terminus with the initial Term Period. However, if a (1) is added during the last 12 (twelve) months or less of the Term Period, the customer will be billed the (1) MRC for a minimum period of 12 (twelve) months. (D) (D) (D)

(C) (1) Service Rates and Charges: (D)
Customer shall pay the following Nonrecurring Charges (NRC) and Monthly Recurring Charge (MRC) for the new (1) Service: (D)

Nonrecurring Charges (NRC):
(1)$ 60.00 (D)
(1)$2,250.00 (D)

Monthly Recurring Charge (MRC):
(1) Service $183,172.00 (D)

The (1) Service MRC includes the following components: (D)

(1)	USOC	Quantity
(1)		
(1)		
(1)		
(1)		

(D)

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[1] See footnote (1) on page 22-257

22. Pricing Flexibility Contract Offerings (Cont'd)

22.34 Contract Offer No. 34 – (1) Service Offer (Cont'd) (D)

22.34.5 Rates and Charges (Cont'd)

(D) (1) Additional Services Rates and Charges: (D)
Customer may subscribe to the following additional (1) services at the MRC rates below: (D)

(1)	USOC	RATES
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

If a (1) is added after the initial installation of the (1), the new (1) will be co-terminus with the initial Term Period. However, if a (1) is added during the last 12 (twelve) months or less of the Term Period, the customer will be billed the (1) MRC for a minimum period of 12 (twelve) months. (D) (D) (D)

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(1) See footnote (1) on page 22-257

22. Pricing Flexibility Contract Offerings (Cont'd)

22.34 Contract Offer No. 34 – (1) Service Offer (Cont'd) (D)

22.34.5 Rates and Charges (Cont'd)

(E) During the Term Period, the Customer may subscribe to the following DS1 subtending services, up to the capacity of the (1) and/or (1), at the MRC rates below: (D)

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service LDC - Zone	USOC	MRC
Zone 1	TZ4X1	$ 94.76
Zone 2	TZ4X2	$ 102.12
Zone 3	TZ4X3	$ 112.24
Zone 4	TZ4X4	$ 120.52
Zone 5	TZ4X5	$ 127.88

(2) Channel Mileage Termination (CMT) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service CMT- Zone	USOC	MRC
Zone 1	CZ4X1	$ 34.87
Zone 2	CZ4X2	$ 35.51
Zone 3	CZ4X3	$ 42.69
Zone 4	CZ4X4	$ 51.29
Zone 5	CZ4X5	$ 53.13

(3) Channel Mileage (CM) – Per Mile - Bit Rate 1.544 Mbps:

DS1 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$ 14.03
Zone 2	1YZX2	$ 14.49
Zone 3	1YZ X3	$ 14.77
Zone 4	1YZ X4	$ 15.23
Zone 5	1YZ X5	$ 16.24

When a DS1 is added to the (1) or (1), the DS1 will be co-terminus with the initial Term Period. (D)

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(1) See footnote (1) on page 22-257

22. Pricing Flexibility Contract Offerings (Cont'd)

22.34 Contract Offer No. 34 – [1] Service Offer (Cont'd) (D)

22.34.5 Rates and Charges (Cont'd)

(F) During the Term Period, the Customer may subscribe to the following DS3 subtending services, up to the capacity of the [1] and/or [1], at the MRC rates below: (D)

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 44.736 Mbps:

DS3 Service LDC - Zone	USOC	MRC
Zone 1	TUZP1	$ 1,104.00
Zone 2	TUZP2	$ 1,113.20
Zone 3	TUZP3	$ 1,168.40
Zone 4	TUZP4	$ 1,196.00
Zone 5	TUZP5	$ 1,205.20

(2) Channel Mileage Termination (CMT) – Per Point of Termination:

DS3 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$ 242.88
Zone 2	CZ4X2	$ 248.40
Zone 3	CZ4X3	$ 270.48
Zone 4	CZ4X4	$ 318.32
Zone 5	CZ4X5	$ 322.00

(3) Channel Mileage (CM) – Per Mile:

DS3 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$ 54.05
Zone 2	1YZX2	$ 56.35
Zone 3	1YZX3	$ 58.65
Zone 4	1YZX4	$ 67.62
Zone 5	1YZX5	$ 69.00

(4) Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1:

DS3 Service 3/1 MUX - Zone	USOC	MRC
Zone 1	QM3X1	$ 428.72
Zone 2	QM3X2	$ 437.00
Zone 3	QM3X3	$ 450.80
Zone 4	QM3X4	$ 473.80
Zone 5	QM3X5	$ 483.00

When a DS3 is added to the [1] or [1], the DS3 will be co-terminus with the initial Term Period. However, if a DS3 is added during the last 12 months or less of the Term Period, the customer will be billed the DS3 MRC for a minimum period of 12 (twelve) months. (D)

[1] See footnote (1) on page 22-257

22. Pricing Flexibility Contract Offering (Cont'd)

(D)

22.34 Contract Offer No. 34 – (1) Service Offer (Cont'd)

22.34.6 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates Contract Offer 34 before the completion of the Term Period for any reason, Customer must pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's three (3) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: Customer with a $200,000 monthly recurring charge terminates service after one (1) year and has twenty-four (24) months remaining in a three (3) year term plan. The termination liability would be calculated as:

$200,000 X 24 X 50% = $2,400,000 termination liability charge.

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(1) See footnote (1) on page 22-257

22. Pricing Flexibility Contract Offerings

22.35 Contract Offer No. 35 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack)

22.35.1 General Description

Wireless Advantage Managed Services - WinBack (WAMS - WinBack) Offer (Contract Offer No. 35) is an access discount plan that provides Customers with a discount on the recurring rates for a new [1] Service and a one (1) time billing credit of $1,552,000. This offer is only available to Customers who meet the terms and conditions as described in Section 22.35.3 below. (D)

22.35.2 Services Available Under Contract Offer 35

(A) Contract Offer No. 35 applies to qualified access services contained in Ameritech Operating Companies Tariff F.C.C. No. 2 ("Qualified Access Services"), listed in Table A below:

Table A

Service	General Basic Description	Rates and Charges	
DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7
[1]			

(D)

(B) All terms and conditions for the Qualified Access Services listed above are governed by the respective tariff sections, except as noted in this Contract Offer No. 35.

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[1] Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 35 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.35 Contract Offer No. 35 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack) (Cont'd)

22.35.3 WAMS-WinBack Terms and Conditions

The following terms and conditions apply to this Contract Offer No. 35:

(A) Eligibility Criteria

(D)

(1) The [1] Service must be located within the following MSAs where the Telephone Company has been granted pricing flexibility:

Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee/Waukesha, Racine and Sheboygan, Wisconsin; and

(2) All traffic on the Qualified Access Service(s) must originate or terminate on a wireless carrier's network.

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[1] See footnote (1) on page 22-268

22. Pricing Flexibility Contract Offerings (Cont'd)

22.35 Contract Offer No. 35 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack) (Cont'd)

22.35.3 WAMS–WinBack Terms and Conditions (Cont'd)

(1) (B) Terms and Conditions

(1) Customer must order a new [(1)] Service with four (4) [(1)] and convert a minimum of five-hundred and forty-five (545) DS1's and twenty-three (23) DS3's ("[(1)] Network"); (D) (D)

(2) Customer must present reasonable and verifiable information, which includes but is not limited to circuit detail or coordinated move orders, to demonstrate the DS1 and DS3 services being converted under this Contract Offer No. 35 are currently being provided by a carrier other than the Telephone Company or its affiliates;

(3) Customer must subscribe to the Qualified Access Services in accordance with the regulations set forth in F.C.C. No 2, Section 5;

(4) Rate stability under this Contract Offer No. 35 applies to the rates listed in Section 22.35.4. The Telephone Company reserves the right to change rates for Qualified Access Services included under this Contract Offer No. 35. In the event of such rate modifications rates for services as listed in Section 22.35.4 will not change;

(5) Qualified Access Services are subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services) and such terms and conditions may be modified through filing tariff changes at any time during the Term Period. However such tariff modifications will not change the terms and conditions described in this Contract Offer No. 35;

(6) The Customer shall not be permitted to combine discounts available under this Contract Offer No. 36, or to apply revenues subject to this Contract Offer No. 36, with other contract offers pursuant to Section 22; except that the Customer shall be permitted to combine discounts available under this Contract Offer No. 36 with, or to apply revenues subject to this Contract Offer No. 36 to, the discounts, incentives and revenues subject to the WAMS-VIP contract offer set forth in Section 22.28;

(7) Services under this Contract Offer No. 35 will not be eligible for benefits under the Managed Value Plan (MVP) offering in F.C.C. No. 2, Section 19;

(8) This Contract Offer No. 35 is available October 2, 2004 through November 2, 2004;

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(1) See footnote (1) on page 22-268

22. Pricing Flexibility Contract Offerings (Cont'd)

22.35 Contract Offer No. 35 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack) (Cont'd)

22.35.3 WAMS-WinBack Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(9) To subscribe to this Contract Offer No. 35, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company. The LOS shall contain the effective date ("Effective Date") and the Access Customer's Name Abbreviation(s) (ACNA) and must be signed by the Customer and the Telephone Company's representative;

(10) Cancellation charges will apply if the Customer cancels the LOS after the Customer has signed the LOS and prior to commencement of the Term Period. The Telephone Company will invoice the Customer and the Customer will be liable for cancellation charges that equal the actual costs incurred by the Telephone Company up to the date of cancellation;

(11) If the Customer requests modifications to the network design after the construction has been completed for the Customer under Contract Offer No. 35, the Customer will pay the Telephone Company time and material charges for each Customer request, as described in F.C.C. No. 2, Section 13. Modifications of the network design are limited to: reconfiguration of existing (1), shelf rearrangements, (1) moves, (1) provisioning changes and customer premise rearrangements; and (D)

(12) If the Customer discontinues the (1) Service during the Term Period, termination liability charges will apply in accordance with Section 22.35.6. (D)

(C) Term Period

(1) The contract term for this (1) Service (Term Period) is eighty-four (84) months commencing on the "In-Service Date." The In-Service Date is the date the Telephone Company turns over and Customer accepts the (1), the DS3s and at least four hundred-ninety (490) DS1s that comprise the (1) Network, as defined in Section 22.35.3(B)(1). Each twelve (12) month period beginning with the In-Service Date shall be a Term Year. This offer is not renewable; (D) (D) (D)

(2) At the expiration of the Term Period, the Customer may choose from the payment options in F.C.C. No. 2, Section 7 for Ameritech (1) and (D)

(3) If at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from F.C.C. No. 2, Section 7, the Customer's billing will convert to the monthly extension rates found in F.C.C. No. 2, Section 21.

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(1) See footnote (1) on page 22-268

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.35 Contract Offer No. 35 – Wireless Advantage Managed Services – WinBack (WAMS – WinBack) Offer (Cont'd)

22.35.4 Credits, Rates and Charges

(A) The one (1) time billing credit of $1,552,000 will be credited to the Customer's bill sixty (60) days following the Effective Date;

(B) (1) Service Rates and Charges: (D)

(1) Any applicable Nonrecurring Charges (NRC) will be charged at the rates listed in F.C.C. No 2 , Section 21;

(2) Customer shall pay the Monthly Recurring Charge (MRC) of $91,175 for the new (1) Service effective on the In-Service Date. The (1) Service MRC includes the components listed in Table B, below: (D)

Table B:

(D)

(1)	USOC	MRC
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

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(1) See footnote (1) on page 22-268

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.35 Contract Offer No. 35 – Wireless Advantage Managed Services – WinBack (WAMS – WinBack) Offer (Cont'd)

22.35.4 Credits, Rates and Charges (Cont'd)

(3) Customer may purchase additional (1) Services at the MRC listed in Table C below: (D)

Table C:

(D)

Description		USOC	MRC
(1)			
(1)			
(1)			
(1)			
(1)			
(1)			

If a (1) is added after the initial installation of the (1), the new (1) will be co-terminus with the initial Term Period. However, if a (1) is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the (1) MRC for a minimum period of twelve (12) months. (D)

(C) Customer shall pay the rates and charges listed in F.C.C. No. 2, Sections 7 and/or 21, as applicable, for all DS1 and DS3 service capacity of the (1) Network. (D)

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(1) See footnote (1) on page 22-268

22. Pricing Flexibility Contract Offerings (Cont'd)

22.35 Contract Offer No. 35 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack) (Cont'd) (N)

22.35.5 WAMS-Winback Merger/Acquisitions

(A) Assignment/Successors

(1) The terms and conditions of the Contract Offer No. 35 shall continue in full force and effect if the Customer merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity.

(2) If the Customer wishes to assign or transfer its rights and obligations under this Contract Offer No. 35 ("Contract Offer Subscription"), the Telephone Company will permit such transfer or assignment upon receipt of written notice from the Customer and if none of the following conditions are met:

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

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

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

(i) Fair or below in a composite credit appraisal published by Dun and Bradstreet, or;

(ii) High risk in a Paydex score as published by Dun and Bradstreet.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.35 Contract Offer No. 35 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack) (Cont'd)

22.35.6 Termination

The termination liability language contained below applies in lieu of termination liability language contained in F.C.C. No. 2, Section 7. If the Customer elects to terminate its Contract Offer Subscription during the Term Period, written notification must be provided to the Telephone Company indicating the Customer's intention to terminate its Contract Offer Subscription. This notification must include the date upon which the Customer wishes to terminate its Contract Offer Subscription.

If Customer terminates Contract Offer No. 35 before the completion of the Term Period , Customer will pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.2.11. Customer's termination liability charges for termination of service shall be equal to:

(A) For termination of the (1) Service: (D)

(1) For termination that occurs between one (1) and twelve (12) months after the In-Service Date, one-hundred percent (100%) of the one (1) time billing credit plus 50% of all monthly recurring charges for the (1) Service for the balance of the Customers eighty-four (84) month Term Period; (D)

(2) For termination that occurs after twelve (12) months 50% of all monthly recurring charges for the (1) Service for the balance of the Customers eighty-four (84) month Term Period. (D)

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: Customer with a $91,175 monthly recurring charge terminates service after sixty (60) months and has twenty-four (24) months remaining in a eighty-four (84) month term plan. The termination liability would be calculated as:

$91,175 X 24 X 50% = $1,094,100 termination liability charge

(B) Termination of any DS1 and DS3 services ordered under this Contract Offer No. 35 will be governed by F.C.C. No 2, Section 7.

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(1) See footnote (1) on page 22-268

22. Pricing Flexibility Contract Offerings

22.36 Contract Offer No. 36 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack)

22.36.1 General Description

Wireless Advantage Managed Services - WinBack (WAMS - WinBack) Offer (Contract Offer No. 36) is an access discount plan that provides Customers with a discount on the recurring rates for a new (1) Service and a one (1) time billing credit of $299,600. This offer is only available to Customers who meet the terms and conditions as described in Section 22.36.3 below. (D)

22.36.2 Services Available Under Contract Offer 36

(A) Contract Offer No. 36 applies to qualified access services contained in Ameritech Operating Companies Tariff F.C.C. No. 2 ("Qualified Access Services"), listed in Table A below:

Table A

Service	General Basic Description	Rates and Charges	
DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7
(1)			

(D)

(B) All terms and conditions for the Qualified Access Services listed above are governed by the respective tariff sections, except as noted in this Contract Offer No. 36.

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 36 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.36 Contract Offer No. 36 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack) (Cont'd)

22.36.3 WAMS-WinBack Terms and Conditions

The following terms and conditions apply to this Contract Offer No. 36:

(A) Eligibility Criteria

(D)

(1) The [1] Service must be located within the following MSAs where the Telephone Company has been granted pricing flexibility:

Akron, Cleveland/Lorain/Elyria, Columbus, Dayton and Toledo, Ohio; and

(2) All traffic on the Qualified Access Service(s) must originate or terminate on a wireless carrier's network.

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[1] See footnote (1) on page 22-276

22. Pricing Flexibility Contract Offerings (Cont'd)

22.36 Contract Offer No. 36 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack) (Cont'd)

22.36.3 WAMS–WinBack Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Customer must order a new (1) Service with three (3) (1) and convert a minimum of two hundred-six (206) DS1's and eleven (11) DS3's ("(1) Network"); (D) (D)

(2) Customer must present reasonable and verifiable information, which includes but is not limited to circuit detail or coordinated move orders, to demonstrate the DS1 and DS3 services being converted under this Contract Offer No. 36 are currently being provided by a carrier other than the Telephone Company or its affiliates;

(3) Customer must subscribe to the Qualified Access Services in accordance with the regulations set forth in F.C.C. No 2, Section 5;

(4) Rate stability under this Contract Offer No. 36 applies to the rates listed in Section 22.36.4. The Telephone Company reserves the right to change rates for Qualified Access Services included under this Contract Offer No. 36. In the event of such rate modifications rates for services as listed in Section 22.36.4 will not change;

(5) Qualified Access Services are subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services) and such terms and conditions may be modified through filing tariff changes at any time during the Term Period. However such tariff modifications will not change the terms and conditions described in this Contract Offer No. 36;

(6) The Customer shall not be permitted to combine discounts available under this Contract Offer No. 36, or to apply revenues subject to this Contract Offer No. 36, with other contract offers pursuant to Section 22; except that the Customer shall be permitted to combine discounts available under this Contract Offer No. 36 with, or to apply revenues subject to this Contract Offer No. 36 to, the discounts, incentives and revenues subject to the WAMS-VIP contract offer set forth in Section 22.28;

(7) Services under this Contract Offer No. 36 will not be eligible for benefits under the Managed Value Plan (MVP) offering in F.C.C. No. 2, Section 19;

(8) This Contract Offer No. 36 is available October 2, 2004 through November 2, 2004;

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(1) See footnote (1) on page 22-276

22. Pricing Flexibility Contract Offerings (Cont'd)

22.36 Contract Offer No. 36 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack) (Cont'd)

22.36.3 WAMS-WinBack Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(9) To subscribe to this Contract Offer No. 36, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company. The LOS shall contain the effective date ("Effective Date") and the Access Customer's Name Abbreviation(s) (ACNA) and must be signed by the Customer and the Telephone Company's representative;

(10) Cancellation charges will apply if the Customer cancels the LOS, after the Customer has signed the LOS and prior to commencement of the Term Period. The Telephone Company will invoice the Customer and the Customer will be liable for cancellation charges that equal, the actual costs incurred by the Telephone Company up to the date of cancellation;

(11) If the Customer requests modifications to the network design after the construction has been completed for the Customer under Contract Offer No. 36, the Customer will pay the Telephone Company time and material charges for each Customer request, as described in F.C.C. No. 2, Section 13. Modifications of the network design are limited to: reconfiguration of (D)
existing (1), shelf rearrangements, (1) moves, (1) provisioning changes and customer premise rearrangements; and

(D)
(12) If the Customer discontinues the (1) Service during the Term Period, termination liability charges will apply in accordance with Section 22.36.6.

(C) Term Period

(D)
(1) The contract term for this (1) Service (Term Period) is eighty-four (84) months commencing on the "In-Service Date". The In-Service Date is the (D)
date the Telephone Company turns over and Customer accepts the (1), the (D)
DS3s and at least one hundred-eight five (185) DS1s that comprise the (1) Network, as defined in Section 22.36.3(B)(1). Each twelve (12) month period beginning with the In-Service Date shall be a Term Year. This offer is not renewable;

(2) At the expiration of the Term Period, the Customer may choose from the (D)
payment options in F.C.C. No. 2, Section 7 for Ameritech (1) Service and

(3) If at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from F.C.C. No. 2, Section 7, the Customer's billing will convert to the monthly extension rates found in F.C.C. No. 2, Section 21.

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(1) See footnote (1) on page 22-276

22. Pricing Flexibility Contract Offerings (Cont'd)

22.36 Contract Offer No. 36 – Wireless Advantage Managed Services – WinBack (WAMS – WinBack) Offer (Cont'd)

22.36.4 Credits, Rates and Charges

(A) The one (1) time billing credit of $299,600 will be credited to the Customer's bill sixty (60) days following the Effective Date;

(B) [1] Service Rates and Charges: (D)

(1) Any applicable Nonrecurring Charges (NRC) will be charged at the rates listed in F.C.C. No 2 , Section 21;

(2) Customer shall pay the Monthly Recurring Charge (MRC) of $27,708 for the new [1] Service effective on the In-Service Date. The [1] Ring Service MRC includes the components listed in Table B, below: (D)

Table B:

(D)

(1)	**USOC**	**MRC**
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

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[1] See footnote (1) on page 22-276

22. Pricing Flexibility Contract Offerings (Cont'd)

22.36 Contract Offer No. 36 – Wireless Advantage Managed Services – WinBack (WAMS – WinBack) Offer (Cont'd)

22.36.4 Credits, Rates and Charges (Cont'd)

(3) Customer may purchase additional (1) Services at the MRC listed in Table C below: (D)

Table C:

(1)		USOC	MRC
(1)			
(1)			
(1)			
(1)			
(1)			

(D)

If a (1) is added after the initial installation of the (1), the new (1) will be co-terminus with the initial Term Period. However, if a (1) is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the (1) MRC for a minimum period of twelve (12) months. (D) (D)

(C) Customer shall pay the rates and charges listed in F.C.C. No. 2, Sections 7 and/or 21, as applicable, for all DS1 and DS3 service capacity of the Dedicated Ring Network.

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(1) See footnote (1) on page 22-276

22. Pricing Flexibility Contract Offerings (Cont'd)

22.36 Contract Offer No. 36 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack) (Cont'd) (N)

22.36.5 WAMS-Winback Merger/Acquisitions

(A) Assignment/Successors

(1) The terms and conditions of the Contract Offer No. 36 shall continue in full force and effect if the Customer merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity.

(2) If the Customer wishes to assign or transfer its rights and obligations under this Contract Offer No. 36 ("Contract Offer Subscription"), the Telephone Company will permit such transfer or assignment upon receipt of written notice from the Customer and if none of the following conditions are met:

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

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

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

(i) Fair or below in a composite credit appraisal published by Dun and Bradstreet or;

(ii) High risk in a Paydex score as published by Dun and Bradstreet.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.36 Contract Offer No. 36 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack) (Cont'd)

22.36.6 Termination

The termination liability language contained below applies in lieu of termination liability language contained in F.C.C. No. 2, Section 7. If the Customer elects to terminate its Contract Offer Subscription during the Term Period, written notification must be provided to the Telephone Company indicating the Customer's intention to terminate its Contract Offer Subscription. This notification must include the date upon which the Customer wishes to terminate its Contract Offer Subscription.

If Customer terminates Contract Offer No. 36 before the completion of the Term Period , Customer will pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.2.11. Customer's termination liability charges for termination of service shall be equal to:

(A) For termination of the (1) Service: (D)

(1) For termination that occurs between one (1) and twelve (12) months after the In-Service Date, one-hundred percent (100%) of the one (1) time billing credit plus 50% of all monthly recurring charges for the (1) Service for the balance of the Customers eighty-four (84) month Term Period;

(2) For termination that occurs after twelve (12) months 50% of all monthly recurring charges for the (1) Service for the balance of the Customers eighty-four (84) month Term Period. (D)

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: Customer with a $27,708 monthly recurring charge terminates service after sixty (60) months and has twenty-four (24) months remaining in a eighty-four (84) term plan. The termination liability would be calculated as:

$27,708 X 24 X 50% = $332,496 termination liability charge

(B) Termination of any DS1 and DS3 services ordered under this Contract Offer No. 36 will be governed by F.C.C. No 2, Section 7.

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(1) See footnote (1) on page 22-276

22. Pricing Flexibility Contract Offerings

22.37 Contract Offer No. 37 – (1) Service Renewal Offer (D)

22.37.1 General Description

(1) Service Renewal Offer (Contract Offer No. 37) permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.37.5 for the renewal of a existing (1) Service and associated renewal of existing DS1 and DS3 special access transport bandwidth, that together make up an (1) Network. (D) (D) (D)

22.37.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the Contract Offer No. 37 discount:

(1) Service must be located in the following Pricing Flexibility MSA: Columbus, Ohio;
(2) Customer must renew an existing (1) Service and DS1 and DS3 services subtending the (1) Service at the rates listed in Section 22.37.5(A); (D) (D)
(3) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(B) Contract Offer No. 37 applies to pricing flexibility qualified access services contained in tariff sections:
(1) (1); and (D)
(2) DS1 Service and DS3 Service – Ameritech Tariff F.C.C. No. 2, Section 21.

(C) All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 37 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.37 Contract Offer No. 37 – (1) Service Renewal Offer (Cont'd) (D)

22.37.3 Terms and Conditions

(A) Term Period

The contract term is three (3) years, (Term Period) commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's completion of the access service order. This offer is not renewable.

At the expiration of the Term Period, Customer may choose from the payment options as described in:

(1) F.C.C. No. 2, Section 7 for (1) Service; and (D)
(2) F.C.C. No. 2, Section 7 for DS3 and DS1 Service.

If at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections above, for DS1 and DS3, the services will be converted to the monthly rates found in Section 21.5.2 or Section 7; and for the (1) Service, the services will be converted to the monthly extension rates found in Section 21.5.2 or Section 7, as applicable. (D)

Rate stability under the Term Period applies only to the rates specific to Contract Offer No. 37 as listed in Section 22.37.5. Purchase of the services listed above under Contract Offer No. 37 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, and such tariff modifications will not change the terms and conditions described in Contract Offer No 37.

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(1) See footnote (1) on page 22-284

22. Pricing Flexibility Contract Offerings (Cont'd)

22.37 Contract Offer No. 37 – [1] Service Renewal Offer (Cont'd) (D)

22.37.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer No. 37 is only available October 2, 2004 through November 2, 2004;

(2) Customer must submit a Letter of Authorization / Firm Order Commitment (LOA-FOC);

(3) If the Customer should discontinue service under Contract Offer No. 37 during the Term Period, termination liability charges will apply in accordance with Section 22.37.6;

(4) If the Customer requests additional [1], [1], miles, or other [1] services not in service at the time the Customer subscribes to this Contract Offer 37, the Customer will pay the rates for those additions as contained in Section 22.37.5 (B); (D)

(5) If the Customer requests modifications to the network design currently existing for the Customer under Contract Offer No. 37, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include but are not limited to reconfiguration of existing [1], shelf rearrangement, [1] moves, [1] provisioning changes and customer premise rearrangements; (D)

(6) Customer must subscribe to the services available under this Contract Offer No. 37 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(7) The Customer will not be able to subscribe to any other contract offering in Section 22 in conjunction with Contract Offer No. 37 that might be offered by the Telephone Company for services covered under this Contract Offer 37; and

(8) Services under Contract Offer No. 37 will be eligible for discounts under the Managed Value Plan (MVP) offer in Section 19.

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[1] See footnote (1) on page 22-284

22. Pricing Flexibility Contract Offerings (Cont'd)

22.37 Contract Offer No. 37 – (1) Service Renewal Offer (Cont'd) (D)

22.37.3 Terms and Conditions (Cont'd)

(B) (Cont'd)

(9) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 37 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

(b) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated:
(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet or;
(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

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(1) See footnote (1) on page 22-284

22. Pricing Flexibility Contract Offerings (Cont'd)

22.37 Contract Offer No. 37 – [1] Service Renewal Offer (Cont'd) (D)

22.37.4 Upgrade Option

(A) If the Customer requests that the renewed [1] Service be converted to a different higher grade service in the same MSA covered under this Contract Offer No. 37, such conversions are subject to the following conditions: (D)

(1) The aggregate of the monthly payments with respect to the upgraded service over the term of such service ("Upgrade Service Revenue Value") must be equal to or greater than the aggregate of the monthly payments with respect to Contract Offer No. 37 over the remainder of the Term Period ("Existing Service Revenue Value");

(2) If the Upgrade Service Revenue is less than the Existing Service Revenue Value, the Customer may make a one-time payment equal to the difference between the Upgrade Service Revenue and the Existing Service Revenue Value. This payment must be made before the Telephone Company begins work on the requested upgrade; or

(3) The Customer must notify the Telephone Company in writing of its desire to convert to the upgraded service. The Telephone Company will terminate Contract Offer No. 37 and termination liability charges as determined in accordance with Section 22.37.6. will apply.

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[1] See footnote (1) on page 22-284

22. Pricing Flexibility Contract Offerings (Cont'd)

22.37 Contract Offer No. 37 – (1) Service Renewal Offer (Cont'd) (D)

22.37.5 Rates and Charges

(A) (1) Service Renewal Rate is a flat Monthly Recurring Charge (MRC) of $34,205.60 with the capacity limits listed below: (D)

(1)	USOC	MRC
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

(D)

(B) (1) Renewal Additional Services Rates and Charges: (D)
Customer may subscribe to the following additional (1) services at the MRC rates below: (D)

(1)	USOC	MRC
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

(D)

If a (1) is added to the (1), the new (1) will be co-terminus with the initial Term Period. However, if a (1) is added during the last 12 (twelve) months or less of the Term Period, the customer will be billed the (1) MRC for a minimum period of 12 (twelve) months. (D) (D) (D)

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(1) See footnote (1) on page 22-284

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.37 Contract Offer No. 37 – [1] Service Renewal Offer (Cont'd) (D)

22.37.5 Rates and Charges (Cont'd)

(C) All existing DS1 Services will be renewed at the rates listed below:

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service LDC Zone	**USOC**	**MRC**
Zone 1	TZ4X1	$ 90.16
Zone 2	TZ4X2	$ 97.52
Zone 3	TZ4X3	$ 105.80
Zone 4	TZ4X4	$ 108.56
Zone 5	TZ4X5	$ 111.32

(2) Channel Mileage Termination (CMT) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service CMT - Zone	**USOC**	**MRC**
Zone 1	CZ4X1	$ 20.01
Zone 2	CZ4X2	$ 20.47
Zone 3	CZ4X3	$ 21.85
Zone 4	CZ4X4	$ 23.69
Zone 5	CZ4X5	$ 25.53

(3) Channel Mileage (CM) – Per Mile - Bit Rate 1.544 Mbps:

DS1 Service CM - Zone	**USOC**	**MRC**
Zone 1	1YZX1	$ 10.30
Zone 2	1YZX2	$ 10.40
Zone 3	1YZX3	$ 10.49
Zone 4	1YZX4	$ 10.58
Zone 5	1YZX5	$ 10.67

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[1] See footnote (1) on page 22-284

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.37 Contract Offer No. 37 – [(1)] Service Renewal Offer (Cont'd) (D)

22.37.5 Rates and Charges (Cont'd)

(D) All existing DS3 services will be renewed at the rates listed below:

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 44.736 Mbps:

DS3 Service LDC - Zone	**USOC**	**MRC**
Zone 1	TZUP1	$ 791.20
Zone 2	TZUP2	$ 800.40
Zone 3	TZUP3	$ 846.40
Zone 4	TZUP4	$ 864.80
Zone 5	TZUP5	$ 874.00

(2) Channel Mileage Termination (CMT) – Per Point of Termination:

DS3 Service CMT - Zone	**USOC**	**MRC**
Zone 1	CZ4X1	$ 193.20
Zone 2	CZ4X2	$ 202.40
Zone 3	CZ4X3	$ 211.60
Zone 4	CZ4X4	$ 220.80
Zone 5	CZ4X5	$ 230.00

(3) Channel Mileage (CM) – Per Mile:

DS3 Service CM - Zone	**USOC**	**MRC**
Zone 1	1YZX1	$ 26.68
Zone 2	1YZX2	$ 28.52
Zone 3	1YZX3	$ 30.36
Zone 4	1YZX4	$ 34.04
Zone 5	1YZX5	$ 35.88

(4) Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1:

DS3 Service 3/1 MUX - Zone	**USOC**	**MRC**
Zone 1	QM3X1	$ 391.00
Zone 2	QM3X2	$ 400.20
Zone 3	QM3X3	$ 414.00
Zone 4	QM3X4	$ 427.80
Zone 5	QM3X5	$ 441.60

[(1)] See footnote (1) on page 22-284

22. Pricing Flexibility Contract Offering (Cont'd)

22.37 Contract Offer No. 37 – (1) Service Renewal Offer (Cont'd) (D)

22.37.6 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates Contract Offer No. 37 before the completion of the Term Period for any reason, Customer must pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of Contract Offer No. 37shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's three (3) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: Customer with a $45,000 monthly recurring charge terminates service after three (1) year and has twenty-four (24) months remaining in a three (3) year term plan. The termination liability would be calculated as:

$45,000 X 24 X 50% = $540,000 termination liability charge.

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(1) See footnote (1) on page 22-284

22. Pricing Flexibility Contract Offering (Cont'd)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service – One Year Term (N)

22.38.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.38.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Champaign-Urbana, Chicago, Decatur, Peroria/Pekin, Rockford, Springfield, IL; Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Muncie, South Bends, IN; Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing MI; Akron, Cleveland-Lorain-Elyria, Columbus, Toledo, OH; Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.38.2 Contract Terms

(A) Contract Offering No. 38 is available during the purchase period, which begins October 29, 2004 and ends April 29, 2005.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 38.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 38 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.38.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.38.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 38 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 38 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 38 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 38 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 38.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 38 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.38.2 (K).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.38.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 38 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 38 terminated and the termination charges described in 22.38.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 22.38.3 (B).

(K) The customer may elect to discontinue Contract Offering No. 38 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.38.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 38 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 38, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 38.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.38.2 Contract Terms (Cont'd)

(L) (Cont'd)

Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 38 terminated. If Contract Offering No. 38 is terminated during the initial contract term, the termination charges described in 22.38.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.38.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.38.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.38.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.38.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term

22.39.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.39.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C)AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Champaign-Urbana, Chicago, Decatur, Peroria/Pekin, Rockford, Springfield, IL; Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Muncie, South Bends, IN; Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing MI; Akron, Cleveland-Lorain-Elyria, Columbus, Toledo, OH; Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.39.2Contract Terms

(A) Contract Offering No. 39 is available during the purchase period, which begins October 29, 2004 and ends April 29, 2005.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 39.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 39 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.39.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.39.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 39 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 39 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 39 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 39 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 39.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 39 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.39.2 (K).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term (Cont’d)

22.39.2 Contract Terms (Cont’d)

(I) (Cont’d)

The termination charge for Contract Offering No. 39 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user’s premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 39 terminated and the termination charges described in 22.39.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user’s premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 39 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.39.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user’s premises to which Contract Offering No. 39 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer’s initial contract term for Contract Offering No. 39, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer’s initial contract term for Contract Offering No. 39.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company’s intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.39.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 39 terminated. If Contract Offering No. 39 is terminated during the initial contract term, the termination charges described in 22.39.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.39.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.39.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.39.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.39.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$310.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term

22.40.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 326 Kbps of capacity.

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.40.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C)AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Champaign-Urbana, Chicago, Decatur, Peroria/Pekin, Rockford, Springfield, IL; Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Muncie, South Bends, IN; Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing MI; Akron, Cleveland-Lorain-Elyria, Columbus, Toledo, OH; Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.40.2Contract Terms

(A) Contract Offering No. 40 is available during the purchase period, which begins October 29, 2004 and ends April 29, 2005.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 40.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 40 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.40.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.40.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D)The initial contract term for Contract Offering No. 40 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E)At the conclusion of the initial contract term, Contract Offering No. 40 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 40 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 40 upon thirty days written notice any time following the completion of the initial contract term.

(F)The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G)No other discount pricing plans apply.

(H)AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 40.

(I)If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 40 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.40.2 (K).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.40.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 40 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J)If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 40 terminated and the termination charges described in 22.40.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 40 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.40.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 40 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 40, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 40.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.40.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 40 terminated. If Contract Offering No. 40 is terminated during the initial contract term, the termination charges described in 22.40.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.40.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.40.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.40.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.40.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$200.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

22. [1] (D)

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[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 41 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. (1) (D)

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(1) See footnote (1) on page 22-314

22. [1] (D)

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[1] See footnote (1) on page 22-314

22. [1] (D)

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[1] See footnote (1) on page 22-314

22. [1] (D)

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[1] See footnote (1) on page 22-314

22. (1) (D)

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(1) See footnote (1) on page 22-314

22. [1] (D)

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[1] See footnote (1) on page 22-314

(This page filed under Transmittal No. 1666)

Issued: January 24, 2008 Effective: February 8, 2008

22. Pricing Flexibility Contract Offerings

22.42 Contract Offer No. 42 – (1) Ring Service Offer (D)

22.42.1 General Description

(1) Service (Contract Offer No. 42) permits Customers located in Phase 1 Pricing (D)
Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to renew an
existing 60-month Term Pricing Plan (TPP) for an additional 12 months with an option
to renew annually for three (3) consecutive years at the rates described in Section
22.42.42 for (1). Customers must meet the eligibility criteria described in Section (D)
22.42.3. Contract Offer No. 42 is only available in the MSA listed in Section
22.42.4(B) (1).

Contract Offer No. 42 is available to Customers with an (1) Service with four (4) (1) and (D) (D)
an existing 60-month TPP which has or will expire by November 30, 2004. The (1)
Service may include additional DS3 and DS1 Services.

Contract Offer No. 42 is only available between November 13, 2004, and December 13, 2004 and is not renewable.

22.42.2 Services Available Under (1) Service Offer (D)

(A) Contract Offer No. 42 applies to pricing-flexibility-qualified access services contained in the following tariff sections:

  (1) (1). (D)
  (2) DS1 Service and DS3 Service - Ameritech Tariff F.C.C. No. 2, Section 7 and 21 for MSAs.

(B) All terms and conditions for the qualified services listed above are governed by their respective tariff sections, except as noted herein.

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 42 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.42 Contract Offer No. 42 – (1) Service Offer (Cont'd) (D)

22.42.3 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the (1) Service Offer: (D)

(1) Service must be a pricing-flexibility-qualified service as described in Section 22.42.2(A);

(2) Service must be located in the MSA listed in 22.42.4(B)(1); and

(3) Contract Offer No. 42 is available to Customers with an (1) Service with four (4) (1), and an existing 60-month TPP which has or will expire by November 30, 2004 or the promotion in Ameritech Tariff F.C.C. No. 2, Section (1) to qualify for Contract Offer No. 42. (D) (D) (D)

22.42.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is 12 months (1 year), commencing on the date the Telephone Company completes the access service order. Billing will commence no later than 30 days after the Term Period commences. This offer is renewable annually for three (3) consecutive years.

At the expiration of the Term or Renewal Period, the Customer may choose from payment options in accordance with the regulations as described in:

(D)

(1) Ameritech Tariff F.C.C. No. 2, Section 21 for (1), (1) and (1) Service, DS1 and DS3 Services.

If, at expiration, the Customer does not choose a payment option described above, or does not choose to disconnect service, the services will be converted to monthly extension rates found in Section 21.5.2.7 for DS1 and DS3 or the monthly extension rates found in Section (1) for (1) Service.

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(1) See footnote (1) on page 22-321

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.42 Contract Offer No. 42 – (1) Service Offer (Cont'd) (D)

22.42.4 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer 42 is only available for circuits located in the following Metropolitan Statistical Area (MSA):

(a) Phase 1 Pricing-Flexibility MSA: Chicago, IL

(2)Contract Offer 42 is only available November 13, 2004 through December 13, 2004.

(3) Customer must submit a Letter of Authorization / Firm Order Commitment (LOA-FOC).

(4) If the Customer should discontinue service under Contract Offer 42 during the Term Period, termination liability charges will be determined in accordance with Section 22.42.6.

(5) Customer must subscribe to this Contract Offer in accordance with the regulations set forth in Ameritech Tariff F.C.C. No. 2, Section 5.

(6) Rate stability under this Contract Offer applies only to the rates specific to Contract Offer No. 42, as described in Section 22.42.5.

(7) Purchase of the services listed above under Contract Offer 42 are also subject to general terms and conditions of F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period. Such tariff modifications will not change the regulations described in Contract Offer No. 42.

(8) If, after the Telephone Company received the Letter of Authorization-Firm Order Commitment (LOA-FOC), but before service begins, the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer must pay the cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(1) See footnote (1) on page 22-321

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.42 Contract Offer No. 42 – (1) Service Offer (Cont'd) (D)

22.42.4 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(9) During the Term Period, the Customer may issue service orders increasing (1) or mileage of the (1) Network, not to exceed the limits listed below. (D) Appropriate rates will apply for the additions as set forth in Section 22.42.5.

(1)	
(1)	

(D)
(D)

(10) Customer will not be able to subscribe to any future contract offerings in Section 22 in conjunction with Contract Offer No. 42.

(11) Revenues under this Contract Offer will not be eligible for inclusion in the Managed Value Plan (MVP) offering in Ameritech Tariff F.C.C. No. 2, Section 19.

(12) Customers who subscribe to Contract Offer 42 may move DS1 and DS3 ((1)) circuits that are on the (1) (as described in Tariff F.C.C. 2, section (1)), (D) and will not incur termination liability. Circuits that traverse off the (1) incur (D) termination liability for the respective service, i.e., DS1, DS3 in Tariff F.C.C. 2, Section 7 and 21. Disconnect orders associated with (1) moves do not have to be coordinated with add orders provided the following condition is met:

(a) New service location is within the Chicago MSA.

(13) Customers who subscribe to Contract Offer 42 may disconnect DS1 and DS3 (1) services as listed in Ameritech Tariff F.C.C. No. 2, Sections 7 and 21 without changing the Term Period or incurring termination liability. (D)

(14) If the Customer requests modifications to Contract Offer 42 network design originally constructed for the Customer under Contract Offer 42, the Customer must pay the Telephone Company time and material charges for each modification, as described in Ameritech Tariff F.C.C. No. 2, Section 13. Modifications of services include, but are not limited to, reconfiguration of existing (1), shelf rearrangements, (1) moves, (1) provisioning changes and customer premises rearrangements. (D)

(15) If the Customer requests additional bandwidth, ring nodes, ring mileage, drop ports or other service feature and functions, the Customer must pay the tariff rates for those additions, as contained in Ameritech Tariff F.C.C. No. 2, Section 7-Special Access and 21-Metropolitan Statistical Area Access Services.

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(1) See footnote (1) on page 22-321

22. Pricing Flexibility Contract Offerings (Cont'd)

22.42 Contract Offer No. 42 – (1) Service Offer (Cont'd) (D)

22.42.5 Rates and Charges

All rates and charges for renewal Term Periods are found in Ameritech Tariff F.C.C. 2, Section 21.5.2.9.

22.42 .6 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 7.4.10(C). If the Customer terminates Contract Offer No. 42 before the completion of the Term or Renewal Period for any reason, the Customer must pay to the Telephone Company termination liability charges, as described in this section. The termination liability charges shall become due as of the effective date of the cancellation or termination of service, and are payable as described in Ameritech Tariff F.C.C. No. 2, Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

- 50% of all recurring charges for the balance of Customer's one (1) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a $20,000 monthly rate terminates service after two months and has ten months remaining in a one year billing period. The termination liability charge would be calculated as:

$20,000 X 10 X 50% = $100,000 termination liability charge.

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(1) See footnote (1) on page 22-321

22. Pricing Flexibility Contract Offerings

22.43 Contract Offer No. 43 – Special Access Service Offer

22.43.1 General Description

The Special Access Service Offer (Contract Offer No. 43) is an access discount pricing plan requiring subscription from Customers under the following Access Tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No 2, Nevada Bell Telephone Company Tariff F.C.C. No. 1, Pacific Bell Telephone Company Tariff F.C.C. No. 1, Southwestern Bell Telephone Company Tariff F.C.C. No. 73, and The Southern New England Telephone Company Tariff F.C.C. No. 39. The plan requires Customers to maintain a Minimum Annual Revenue Commitment (MARC) for five (5) years. Contract Offer No. 43 is available to any Customer with at least $18.5 million in cumulative annual recurring revenue for qualified access services in the SBC Interstate Access Tariffs as identified above. The qualified access services for the : Ameritech Operating Companies (Ameritech) are listed in Section 22.43.3 (B). The Customer must meet the Eligibility Criteria as described in Section 22.43.2 and the Terms and Conditions as described in Section 22.43.3.

The Customer must meet a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year term. In the event the Customer does not meet its MARC as of each anniversary date, the Customer will be required to remit a payment, via the Annual True-Up process described in Section 22.43.4(D), otherwise termination liability charges will apply. Contract Offer No. 43 will only be available November 17, 2004 through January 17, 2005.

22.43.2 Eligibility Criteria

The following Eligibility Criteria must be met in order to receive Contract Offer No. 43 discounts:

(A) Contract Offer No. 43 is only available for services located in the following Metropolitan Statistical Areas (MSAs): Champaign-Urbana, Chicago, Davenport/Rock Island/Moline, Decatur, Peroria/Pekin, Rockford, Springfield, St Louis, IL; Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Louisville, Muncie, South Bends, IN; Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing, Saginaw-Bay City-Midland, MI; Akron, Cleveland-Lorain-Elyria, Columbus, Dayton, Toledo, OH; Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

If the Telephone Company receives pricing flexibility relief in additional MSAs, the Customer will be able to use services and/or revenue from those areas to meet MARC commitments upon adjustment of the MARC for those incremental revenues as defined in Section 22.43.4.

(B) The Customer cannot subscribe to this Contract Offer No. 43 concurrently with SBC's MVP offering in Section 19;

(C) The Customer must have a minimum of $18.5 million in cumulative annual
recurring revenue for Voice Grade (VG), Base Rate (DS0), DS1, DS3, (1), (1), (D)
and (1) Services from this Contract Offer and the Contract Offers listed in (D)
Section 22.43. 3 (A).

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(1) Material previously contained in this section has been deleted. OCN PTP, DRS, GigaMAN services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 43 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.2 Eligibility Criteria (Cont'd)

(D) The Customer must maintain an Access Service Ratio, equal to or greater than 98%. The Access Service Ratio is defined in Section 22.43.3(H) and will be measured monthly.

22.43.3 Terms and Conditions

(A) Concurrent Subscription

The Customer must concurrently subscribe to the parallel Contract Offers of Contract Offer No. 43 pursuant to the following tariffs:

(1) SWBT Tariff F.C.C No. 73, Section 41, Contract Offer No. 31.
(2) Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section 33, Contract Offer No. 34.
(3) Nevada Tariff F.C.C. No. 1, Section 23, Contract Offer No. 2.
(4) The Southern New England Telephone Company Tariff F.C.C. No. 39, Section 25, Contract Offer No. 6.

(B) Subject Services

Contract Offer No. 43 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) VG/DS0 Services – Ameritech Tariff F.C.C. No. 2, Sections 7.5.3, 7.5.9 (A) for Phase I MSAs, and Sections 21.5.2.3, 21.5.2.7 (A) for Phase II MSAs;
(2) DS1/DS3 Service - Ameritech Tariff F.C.C. No. 2, Sections 7.5.9 (B), 7.5.9(C) for Phase I MSAs and Section 21.5.2.7 (B), 21.5.2.7 (C) for Phase II MSAs;
(3) [1]. (D)
(4) [1]. (D)
(5) [1]. (D)

All Terms and Conditions for the Subject Services listed above are governed by their respective tariff sections except as noted herein. Annual recurring revenue generated from these services will be used in the MARC calculations defined in Section 22.43.4.

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[1] See footnote (1) on page 22-326

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.3 Terms and Conditions (Cont'd)

(C) Term Period

The contract term (Term Period) is five (5) years commencing on the date the Telephone Company receives a completed Letter of Authorization (LOA) from the Customer. Contract Offer No. 43 is not renewable.

Subject Services to which the Customer already subscribes as of the commencement of the Term Period, or any Subsequently Added Services to which Customer subscribes after commencement of the Term Period in accordance with the terms set forth herein, must be on five (5) year term payment plans or converted to five (5) year term payment plans (where available) in order to receive discounts pursuant to this Contract Offer. If five (5) year term is not available, the Customer must select from the longest term plan available for the service. The Customer may select from any term plan available for purchases of new Subject Services.

(D) Discounts

Discounts will be applied 60 days after the close of each quarter beginning with the first three months after contract commencement. Discounts will be applied each quarter that the Customer complies with MARC requirements, all Eligibility Criteria, and all Terms and Conditions. MARC calculations are discussed in Section 22.43.4 and the application of discounts is detailed in Section 22.43.5.

(E) General

Services are subject to certain rates, charges, and general Terms and Conditions in other sections of F.C.C. Tariff No. 1, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such Terms and Conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the Terms and Conditions described in this Contract Offer. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 - DS1, DS3, (1) Service Offer (Cont'd) (D)

22.43.3 Terms and Conditions (Cont'd)

(F) Contract Termination

If the Customer should terminate this Contract Offer during the Term Period, termination liability charges will apply in accordance with Section 22.43.8.

If the Customer fails to maintain any of the Terms and Conditions detailed in Section 22.43.3, the Telephone Company will notify the Customer in writing. The Customer will have 60 days to return to compliance. Failure to comply within 60 days will constitute a default and the Telephone Company shall have the right to terminate this contract. In the event of termination by Telephone Company, termination liability charges will apply as set forth in Section 22.43.8.

(G) Minimum Annual Revenue Commitment (MARC)

Customer must maintain a MARC (as described in Section 22.43.4) for each year in the Term Period of this Contract Offer.

(H) Access Service Ratio

As referenced in Section 22.43.2(D), the Customer and its affiliates must maintain an Access Service Ratio of 98% or greater. The ratio, calculated monthly, is the Access Revenue divided by Access Revenue plus Wholesale Revenue. To maintain compliance with this Contract Offer, the ratio must be greater than or equal to 98%. The 98% ratio is calculated as follows:

Access Revenue
Access Revenue + Wholesale Revenue

(1) Access Revenue is the Customer's and its affiliates interstate recurring billed revenue associated with the rate elements, as defined in Table A below:

TABLE A:

Service	General/Basic Description
Voice Grade	7.2.3
Base Rate (DS0), DS1 and DS3 Services	7.2.9
(1)	
(1)	
(1)	

(D)
(D)
(D)

(2) Wholesale Revenue is the Customer's and its affiliates recurring billed revenue for associated rate elements, as defined in Table B, not included in the interstate tariff(s).

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[1] See footnote (1) on page 22-326

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.3 Terms and Conditions (Cont'd)

(H) Access Service Ratio (Cont'd)

TABLE B:

Service Level	**Associated Rate Elements Not Included in Interstate Tariff**	
DS1/LT1	**4-wire digital loop** **DS1 Entrance Facilities** **DS1 Interoffice Transport** **DS1 Cross Connects** **DS1 Multiplexing** **All DS1 non-tariffed Committed Information Rate Broadband Services**	
DS3/LT3	**DS3 Loop** **DS3 Entrance Facilities** **DS3 Interoffice Transport** **DS3 Cross Connects** **DS1/DS3 Multiplexing** **All DS3 non-tariffed Committed Information Rate Broadband Services**	
OC-3 **OC-12** **OC-48**	**OC-3 Entrance Facilities** **OC-3 Interoffice Transport** **OC-3 Cross Connects** **OC-3 Multiplexing** **OC-12 Entrance Facility** **OC-12 Interoffice Transport** **OC-12 Cross Connects** **OC-12 Multiplexing** **OC-48 Entrance Facilities** **OC-48 Interoffice Transport** **OC-48 Cross Connects** **OC-48 Multiplexing** **All OCN equivalent non-tariffed Committed Information Rate Broadband Service**	(Z) (Z)
Other Transport Products	**Dark Fiber – Interoffice** **Dark Fiber – Loop** **Dark Fiber – Subloop** **Dark Fiber Cross Connects** **Unbundled Dedicated Transport**	

(This page filed under Transmittal No. 1667)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

(N)

22.43.3 Terms and Conditions (Cont'd)

(H) Access Service Ratio (Cont'd)

(3) As new rate elements are introduced to Table A in this section, all recurring revenues associated with the new rate elements will automatically be added to the Customer's Access Revenue, as defined in this section, for calculation of the Access Service Ratio.

(4) As new rate elements are introduced to Table B in this section, all recurring revenues associated with the new rate elements will automatically be added to the Customer's Wholesale Revenue, as defined in this section, for calculation of the Access Service Ratio.

(5) If the Customer fails to meet the Access Service Ratio in any given month of the term, upon notification from the Telephone Company, the Customer has ten (10) business days to notify the Telephone Company in writing that it will meet or exceed the 98% Access Services Ratio within 60 days. Failure to achieve compliance in 60 days will constitute a default and the Telephone Company shall have the right to terminate this Contract Offer. In the event of a termination by the Telephone Company, termination liability charges will apply as set forth in Section 22.43.8.

(6) Credits will not be issued until the Customer has met the 98% Access Services Ratio.

(I) The Customer will not be able to subscribe to any future Contract Offerings in Section 22 in conjunction with this Contract Offer or that might be offered by the Telephone Company for Subject Services covered under this Contract Offer.

(J) The Customer must pay billed charges in full for the Term Period of the contract, excluding amounts being disputed. The Telephone Company will provide Customer written notice of a non-compliance situation. Customer will have ten (10) business days from receipt of the written notice to comply. If the Customer does not comply, the Telephone Company shall have the right to terminate this Contract Offer. In the event of termination by the Telephone Company, termination liability charges as set forth in Section 22.43.8 will apply. Credits will not be issued until the Customer has paid all billed charges (excluding disputes).

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

(N)

22.43.3 Terms and Conditions (Cont'd)

(K) Any disputed billing amounts that have been resolved in favor of the Telephone Company are due and payable as described in Section 2.4 and Section 22.43.3 (J) above.

(L) The Customer must provide, at the time of subscription, all of the Access Customer Name Abbreviation (ACNA), Other Company Name (OCN) and/or Tiecodes (collectively " Company Code(s)") that the Customer designates for inclusion in this Contract Offer. Company Code(s) may be added by the Customer after initial subscription but are subject to revenue and calculation requirements discussed in Section 22.43.4 (B). Customer shall not incur any termination liability under the relevant tariffs as a result of adding any such Company Code(s).

22.43.4 Minimum Annual Revenue Commitment (MARC)

(A) Calculation of the MARC

Under Contract Offer No. 43, the Customer must establish and maintain a MARC. The MARC will be calculated as outlined in this section. The MARC for the first year will be established when the Telephone Company receives the Letter Of Authorization (LOA) from the Customer and the Customer identifies the Company Code(s) that will be included in this Contract Offer pursuant to Section 22.43.3 (L).

The Customer's MARC for Year 1 is calculated based on the total of the previous three (3) months recurring revenue (recalculated to five-year term rates where applicable pursuant to Section 22.43.3 (C) for all Subject Services identified in Section 22.43.3 (B) from the SBC Tariffs identified in Section 22.43.3 (A) in eligible pricing flexibility MSAs, multiplied by four (4):

(Prior 3 months recurring revenue) x 4 = Year 1 MARC. The MARC for years 2 through 5 will be recalculated at each annual contract anniversary date.

Example for Year 1 MARC Establishment:

The Customer's prior 3 months recurring revenue re-rated to 5 year term rates is $5M. The Customer's Year 1 MARC would be $20M. ($5M X 4).

The MARC for years 2 through 5 will be recalculated at each annual contract anniversary date as follows:

Total of the prior three (3) months recurring revenue for all Subject Services multiplied by four (4). If the recalculated MARC is greater than the previous year's MARC, the newly recalculated MARC will apply. If the recalculated MARC is less than the previous year's MARC, the previous year's MARC will carryover for the new year. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd) (N)

22.43.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(A) Calculation of the MARC (Cont'd)

Example for Year 2 MARC Establishment:

The Customer's prior 3 months recurring revenue is $4M. The Customer's Year 2 MARC is $20M. ($4M X 4 = $16M < $20M). In this example the Customer's prior 3 months recurring revenue multiplied by 4 is less than the Year 1 MARC.

If the Value is less than the Year 1 MARC, then the Year 1 MARC will be used for Year 2.

If the Value calculated is greater than the Year 1 MARC, then the newly calculated MARC will be used as the Year 2 MARC.

If the Telephone Company receives additional pricing flexibility relief for MSAs that are not listed in Section 22.43.2, the Telephone Company will recalculate the MARC to incorporate recurring revenues from those areas and will include those revenues in the calculations discussed in Section 22.43.4 (B).

(B) Calculations to Achieve the MARC

Recurring revenue will be counted to determine whether the Customer achieves its MARC based on the following criteria:

(1) Revenue from Existing Services

Recurring revenue from Subject Services to which the Customer subscribes as of the commencement of the Term Period and which are billed under the specific Company Code(s) provided by the Customer pursuant to Section 22.43.3 (L) will be included in the calculation used to achieve the MARC effective upon the commencement of the Term Period.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd) (N)

22.43.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Calculations to Achieve the MARC (Cont'd)

(2) Revenue from Subsequently Added Services

Recurring revenue from Subject Services to which the Customer does not subscribe as of the commencement of the Contract Term Period will not be included in the calculations used to achieve the MARC except as specifically allowed in this subsection. Subject Services ordered prior to, and/or purchased after subscription to this Contract Offer and not subscribed to by the Customer as of the commencement of the Contract Term Period will be considered Subsequently Added Services.

Subsequently Added Services will be recalculated to five (5) year term payment plans in accordance with Section 22.43.3(C). Recurring revenue generated from these Subsequently Added Services may only be used in the calculations used to achieve the MARC after (1) the Telephone Company issues a completed service order, (2) the Customer has been billed for the Subsequently Added Services, and (3) the Subsequently Added Services are qualified under one of the following provisions:

(a) First Six (6) Months After Contract Subscription

Within the first six (6) months of subscribing to this Contract Offer, the Customer can add one or more of its existing Company Code(s) (with its corresponding recurring revenue) not previously included by the Customer on the LOA at the time of subscription pursuant to this provision. The Customer must notify the Telephone Company in writing of its desire to include additional Company Code(s) and specify the Company Code(s) to be added. The recurring revenue from Subject Services of these Company Code(s) (recalculated to five (5) year term payment plans where applicable pursuant to Section 22.43.3(C)) may be eligible for the MARC discounts as detailed in Section 22.43.5 (A)(1). The recurring revenues from Subject Services of these added Company Code(s) are not eligible for above the MARC discounts detailed in Section 22.43.5 (A)(2) or win-back credits detailed in Section 22.43.5 (E)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

(N)

22.43.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Calculations to Achieve the MARC (Cont'd)

(2) Revenue from Subsequently Added Services (Cont'd)

(b) After the first six (6) Months of Contract Subscription

After the first six (6) months of subscribing to this Contract Offer, the Customer can add one or more of its existing Company Code(s) (with its corresponding recurring revenue) not previously included by the Customer on the LOA at the time of subscription pursuant to this provision.

If the Customer chooses to include any of its additional existing Company Code(s) after the first six (6) months of subscription to this contract, the Customer must notify the Telephone Company in writing of its desire to include additional Company Code (s) and specify the Company Code(s) added at which time the MARC developed pursuant to Section 22.43.4 (A) will be re-calculated and increased to reflect the additional Company Codes (recalculated to five (5) year term payment plans where applicable pursuant to Section 22.43.3(C)). The recurring revenue from Subject Services of these Company Codes may be eligible for the MARC discounts detailed in Section 22.43.5 (A),the above the MARC discounts detailed in Section 22.43.5 (A)(2) and the win-back credits detailed in Section 22.43.5 (E).

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.43 Contract Offer No. 43– Special Access Service Offer (Cont'd)

22.43.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Calculations to Achieve the MARC (Cont'd)

(3) Mergers and Acquisitions

If, after subscribing to this Contract Offer, the Customer merges with, acquires, is acquired by, sells all or substantially all its stock or assets to any other entity, or purchases all stock or substantially all stock or assets of another company (the foregoing generally referred to herein as a merger or acquisition) or establishes joint marketing arrangements with another company for Subject Services (including services currently or previously provided through the Telephone Company's network under any Company Code(s)), the Mergers and Acquisition provisions discussed in Section 22.43.7 will apply.

(C) MARC Adjustments

The Customer shall have the right to adjust the MARC downward by 10% or 20%. This adjustment can only be made one time during the life of the Contract Term Period anytime after the first 12 months of the Contract Term Period. If Customer exercises this option, reduced discounts (as specified in Table E Section 22.43.5 (B)) will apply for the remainder of the Contract Term Period, discounts previously provided during that contract year will be re-rated retroactively to reflect the reduced discount level, and certain provisions will no longer apply as detailed in Section 22.43.5 (B). If the Customer uses the MARC adjustment option in conjunction with any of the Merger and Acquisition options outlined in Section 22.43.7, reduced discounts will remain for the life of the Contract Term Period, and discounts previously received during that contract year will not be re-rated provided the Eligibility Criteria in Section 22.43.2, Terms and Conditions in Section 22.43.3 and the quarterly MARC schedule in Table D Section 22.43.5 have been met prior to the MARC adjustment, and certain provisions will no longer apply as detailed in Section 22.43.5.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(D) Failure to Achieve the MARC

If the Customer fails to achieve the annual MARC commitment as of the anniversary dates, the Customer will be notified by the Telephone Company.

The Customer must remit an Annual True-Up amount calculated as the difference between the annual MARC for the current plan year and the actual annual recurring revenue for the Subject Services.

If the Telephone Company does not receive the Annual True-Up amount within 30 days of the Customer's receipt of its notification, the Customer is deemed to have terminated this Contract Offer and termination liability charges will apply as set forth in Section 22.43.8.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd) (N)

22.43.5 Discounts and Other Credits

(A) Discount Schedule and Application

Table C below contains the level of discounts for this Contract Offer.

TABLE C:

Year	MARC Discount	Discount on Recurring Revenue above the MARC
1	7%	20%
2	9%	20%
3	10%	20%
4	11%	20%
5	12%	20%

Example for Year 1:

Customer's MARC = $20M
Customer's actual annual recurring revenues for Subject Services = $25M
Customer will receive a 7% discount on $20M (issued quarterly in accordance with subsection (1) below) and a 20% discount on $5M (issued annually in accordance with subsection (2))

(1) The Customer will receive MARC discounts quarterly on recurring revenues for all Subject Services up to the MARC. The discount will be applied 60 days after the close of the quarter. Recurring revenue above the MARC is subject to discounts discussed in Section 22.43.5 (A)(2) below. Recurring revenue from Company Codes added pursuant to Section 22.43.3 (L) will receive quarterly discounts described below at the time the codes are added.

The Customer will receive the quarterly discounts as long as the following percentages of the MARC have been achieved by the close of the quarter per Table D. Discounts will be withheld if the Customer does not meet the percentage requirements in any given quarter and discounts will not be issued until the Customer is in compliance with the MARC percentage schedule as outlined below.

Table D:

Quarter	% of MARC
1st	25%
2nd	50%
3rd	75%
4th	100%

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.5 Discounts and Other Credits (Cont'd)

(A) Discount Schedule and Application (Cont'd)

(1) (Cont'd)

For example, if the Customer has achieved 25% of the MARC by the close of the 1st quarter and is in compliance with all Terms and Conditions, discounts will be issued. If in the second quarter the Customer only achieves 40% of the MARC and all Terms and Conditions are met, discounts will be withheld. If by the 3rd quarter the Customer has achieved 75% of the MARC and is in compliance with all Terms and Conditions, discounts previously withheld in the 2nd quarter will be issued as well as discounts due for the 3rd quarter.

(2) The Customer will receive the 20% discount on recurring revenues above the MARC annually. The discount will be applied 60 days after each contract anniversary. Recurring revenue generated from services of Company Code(s) not identified at the time of subscription are not eligible for above the MARC discounts unless added pursuant to Section 22.43.3 (L) or Section 22.43.7. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.43Contract Offer No. 43 – Special Access Service Offer (Cont'd)

(N)

22.43.5 Discounts and Other Credits (Cont'd)_

(B) MARC adjustments Discount Schedule and Application

Table E outlines discounts that the Customer will be eligible to receive depending on the MARC adjustment percentage chosen pursuant to Section 22.43.4 (C)

TABLE E:

MARC Adjustment	10%	20%
Discounts	Year 2 – 3% Year 3 – 4% Year 4 – 5% Year 5 – 6%	Year 2 – 2% Year 3 – 2% Year 4 – 3% Year 5 – 3%
Above MARC discount	Will only apply to revenue above the MARC used as the basis of the adjustment or the recurring revenue from the previous 3 months multiplied by 4, whichever is lower.	Will only apply to revenue above the MARC used as the basis of the adjustment or the recurring revenue from the previous 3 months multiplied by 4, whichever is lower.

For example, the Customer's year 1 MARC is $17M. The Customer's year 2 MARC is $18M (calculated as revenue from the last quarter in year 1 x 4). On the anniversary date at the end of year 2, the Customer's year 2 recurring revenue is $15M. The Customer elects to invoke the MARC adjustment option and adjust the MARC downward by 20%. The Customer's year 3 recalculated MARC is therefore $14.4M = ($18M x 80%).

The Customer's discounts (including any previously withheld) for year 2 will be recalculated to reflect levels as set forth in Table E and would total $300K ($15M * 2%). Any discounts that have been applied to the Customer's bill during year 2 in excess of $300K will be back-billed. The discount amount for year 3 is also 2% as set forth in Table E.

Discounts, on a going forward basis, will be based on the re-calculated MARC and will be subject to percentages as detailed in Table E.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.5 Discounts and Other Credits (Cont'd)

(C) Non-Recurring Charges

The Telephone Company will waive Non-recurring charges associated with the purchase of VG, DS0, DS1, DS3, (1), (1), and (1) Services. (D) In the event that these non-recurring charges are billed, The Telephone Company will credit these charges quarterly. Access Order and Special Construction charges will apply where applicable. Non-recurring charges will be credited quarterly as long as the Customer is in compliance with the Eligibility Criteria in Section 22.43.2 and the Terms and Conditions of this Contract Offer as specified in Section 22.43.3. If the Customer fails to meet the MARC on a contract anniversary date pursuant to Section 22.43.4 (A) and fails to pay the Annual True-Up as defined in Section 22.43.4 (D), the Customer will be back-billed the previous 12-months non-recurring charges previously waived or credited.

(D) Portability

The Telephone Company will waive termination liability charges for moves and/or disconnection of DS1, DS3, and (1) Services. (D) In the event that termination liability charges for these moves and/or disconnections are assessed, the Telephone Company will credit these charges quarterly provided the following criteria are met, and provided the Eligibility Criteria in Section 22.43.2, and Terms and Conditions in Section 22.43.3 have been met. If the Customer fails to meet the MARC on each contract anniversary date pursuant to Section 22.43.4 (A) and fails to pay the Annual True-Up as defined in Section 22.43.4 (D), the Customer will be back-billed the previous 12-months charges that were waived or credited for termination liability charges.

(1) The move, disconnect, and/or new service may be from any SBC Tariff as described in Section 22.43.1.

(2) DS1 Services
The Telephone Company will credit the Customer, quarterly, any termination liability charges assessed and not disputed for the move and/or disconnection of DS1s throughout the term of this Contract Offer No. 43, provided that the Eligibility Criteria in Section 22.43.2, and Terms and Conditions in Section 22.43.3 have been met.

(3) DS3, (1) and (1) (D)
The Telephone Company will credit the Customer, quarterly, for any termination liability charges assessed and not disputed for the move and/or disconnection of DS3s, (1), and (1) throughout the Contract Term Period as long as the DS3, (1) or (1) (D) has been in service for a minimum of one (1) year from the original installation date, and provided that the Eligibility Criteria in Section 43.43.2 and Terms and Conditions in Section 22.43.3 have been met.

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(1) See footnote (1) on page 22-326

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.5 Discounts and Other Credits (Cont'd)

(D) Portability (Cont'd)

(4) (1) and (1) (D)

The Telephone Company will credit the Customer, quarterly, for any termination liability charges assessed and not disputed for the move and/or disconnection of (1) or (1) throughout the term of the Contract Term Period, as long as the (1) or (1) has been in service for a minimum of three (3) years from the original installation date, and provided that the Eligibility Criteria in Section 22.43.2 and Terms and Conditions in Section 22.43.3 have been met. (D)

(E) Winback

Winback credits will be calculated and applied on each contract anniversary date, and shall be in addition to all other discounts and credits set forth in this Contract Offer. Recurring revenue generated from services of Company Code(s) not identified at the time of subscription are not eligible for win-back credits described below.

(1) The Customer will receive a 20% discount for the first 12 months of service for any DS1 or DS3 services moved to the Telephone Company's network that were previously provided by another company as long as the service is on the Telephone company's network for at least one year.

(2) The Customer will receive a 30% discount for the first 12 months of service for any (1), (1), (1), and/or (1) or (1) Service moved to the Telephone Company's network that were previously provided by another company as long as the service is on the Telephone Company's network for at least one year. (D)

(3) The Customer must provide documentation to demonstrate that the Subject Services have been converted from another carrier to the Telephone Company's network. Documentation may include but is not limited to: circuit detail records, invoices, and coordinated orders to move the service. The Telephone Company is willing to review other documents that the Customer may deem appropriate to meet this criteria, however only to the extent that it does not result in breach of any non-disclosure agreements which may govern the distribution of such information.

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(1) See footnote (1) on page 22-326

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

(N)

22.43.6 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 43pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 2, Section 2.1.2, unless: (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent company has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly, more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.43.7 Mergers and Acquisitions

The Terms and Conditions of Contract Offer No. 43 shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company (the foregoing generally referred to herein as a merger or acquisition). During or after the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, either directly or through any affiliates, then billed, recurring revenue for Subject Services of the other company involved in the merger or acquisition will not be used in Calculations of the MARC as discussed in Section 22.43.4 (A) or Calculations to Achieve the MARC discussed in Section 22.43.4 (B), except as permitted by one of the provisions in this subsection.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.7 Mergers and Acquisitions (Cont'd)

The Customer must be meeting MARC commitments and all Eligibility Criteria and Terms and Conditions outlined in Sections 22.43.2 and 22.43.3 in order to exercise the provisions under this subsection.

Recurring revenue from Subject Services from the other entity involved in the merger or acquisition can not be used for any incentives or discounts contained in this Contract Offer except as permitted by one of the provisions outlined in this subsection.

The Customer shall have four one-time choices (per merger or acquisition) to incorporate revenue from the other company or companies involved in the merger or acquisition. If the Customer does not exercise any of the provisions in this subsection by the times specified in relation to the Transaction Close Date, the Customer will not be permitted to use existing or future Special Access revenues from the other company or companies involved in the merger or acquisition in the Calculation of the MARC or Calculations to Achieve the MARC discussed in Section 22.43.4 (A) & (B).

The acquisition and/or merger Transaction Close Date will be used to measure the length of time the following provisions are available. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

If the Customer has selected but not yet fully implemented one of the provisions in this subsection, the MARC adjustment calculation as detailed in Section 22.43.4 will only apply to the Customer's original (pre-merger or acquisition) MARC and will not include revenue from the other company involved in the merger or acquisition.

The Customer cannot combine any of the Merger and Acquisition provisions in this subsection.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.7 Mergers and Acquisitions (Cont'd)

(N)

The Telephone Company will calculate Annual Total Special Access revenue of the other company involved in the merger or acquisition on the date the Customer selects one of the provisions in this subsection. The Annual Total Special Access revenue will be determined by calculating the prior three (3) months recurring revenue for Subject Services of the other company involved in the merger or acquisition multiplied by four (4). Until the Customer has fully implemented one of the provisions in this subsection, the Customer will not be eligible to earn above the MARC discounts discussed in Section 22.43.5 (A) (2) for revenue from the other company involved in the merger or acquisition until after it exceeds the Annual Total Special Access revenue. After the Customer has fully implemented one of the provisions in this subsection, the Customer will be eligible for above the MARC discounts discussed in Section 22.43.5 (A) (2) for revenue above the new combined MARC.

(N)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.7 Mergers and Acquisitions (Cont'd)

(N)

22.43.7.1 Merger and Acquisition Provisions

(A) Mergers and Acquisitions – Access Services Ratio Impacting

If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company and inclusion of the recurring revenue from Subject Services from the other company or companies involved in the merger or acquisition into this Contract Offer will cause the Customer to fall below Access Services Ratio Terms and Conditions as defined in Section 22.43.3 (H), the Customer must select from Option 1 or 2 below in order to receive incentives and discounts for the other company involved in the merger or acquisition under this Contract Offer.

The Customer must fully comply with the Access Services Ratio Terms and Conditions within 18 months of the Transaction Close Date and must comply with the Access Conversion Schedule outlined in Table F below. As long as the Customer is in compliance with the Access Conversion Schedule and the Customer's existing revenue complies with the Access Services Ratio in Section 22.43.4 (H), the MARC discounts will continue to apply and the Customer shall not be considered out of compliance with the Access Services Ratio Terms and Conditions as defined in Section 22.43.3 (H).

If at any time the Customer does not comply with the Access Conversion Schedule outlined in Table F below, MARC discounts will be withheld and the Telephone Company will notify the Customer of non-compliance. The Customer will have 30 days to comply with the Access Conversion Schedule. If the Customer does not comply within 30 days, this Contract Offer will be considered in default, and the Telephone Company shall have the right to terminate this Contract Offer and termination liability charges will apply as detailed in Section 22.43.8. Notwithstanding the foregoing, if Telephone Company is primarily responsible for a delay in the Access Conversion Schedule, then the MARC discounts will continue to apply and the Customer shall not be considered out of compliance with the Access Services Ratio Terms and Conditions as defined in Section 22.43.3 (H) and the contract will not be considered in default, however, each party shall take all reasonable steps to comply as soon as possible.

(N)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

(N)

22.43.7 Mergers and Acquisitions (Cont'd)

22.43.7.1 Merger and Acquisition Provisions(Cont'd)

(A) Mergers and Acquisitions – Access Services Ratio Impacting (Cont'd)

Table F outlines the Unbundled Network Element (UNE) to Access conversion schedule that will be used to migrate the services.

Table F: Access Conversion Schedule

90 Day Period	Required Conversion Level
1st	10%
2nd	20%
3rd	50%
4th	75%
5th	85%
6th	100%

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd) (N)

22.43.7 Mergers and Acquisitions (Cont'd)

22.43.7.1 Merger and Acquisition Provisions(Cont'd)

(A) Mergers and Acquisitions – Access Services Ratio Impacting (Cont'd)

(1) Option 1

(a) The Customer may establish a temporary MARC by adding 85% but not more than 100% (depending on the Customer's selection) of Special Access Services recurring revenue from the other company involved in the merger or acquisition for Subject Services billed by the Telephone Company to the Customer's existing MARC as outlined below for a period not to exceed 18 months from the Transaction Close Date.

(b) The Customer must exercise this option within 60 days following the Transaction Close Date.

(c) This option is not available in the 5th year of the Contract Term Period.

(d) The temporary MARC will be calculated by taking the last 3 months of applicable monthly recurring Special Access revenue for the other company involved in the merger or acquisition (from the date this option is selected) for Subject Services multiplied by four (4) multiplied by 85% to 100% (depending on the Customer's selection) and adding to that the Customer's existing MARC.

(e) A combined permanent MARC will be established no later than 18 months following the Transaction Close Date using the following calculation.

(i) The last 3 months (at the time of the calculation) of monthly recurring Special Access revenue for the other company involved in the merger or acquisition for Subject Services multiplied by four (4) and adding to that the Customer's existing MARC.

(ii) The permanent MARC must be at least 85% of temporary MARC as defined in Section 22.43.7.1 (A) (1) (d).

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd) (N)

22.43.7 Mergers and Acquisitions (Cont'd)

22.43.7.1 Merger and Acquisition Provisions(Cont'd)

(A) Mergers and Acquisitions – Access Services Ratio Impacting (Cont'd)

(2) Option 2

(a)The Customer must add at least 85% but no more than 100% (depending on the Customer's selection) of Special Access recurring revenue from the other company involved in the merger or acquisition for Subject Services billed by the Telephone Company to the Customer's existing MARC as outlined below for a period not to exceed 18 months from the Transaction Close Date.

(b)The Customer must exercise this option within 12 months following the Transaction Close Date

(c) This option is not available during the 5th year of the Contract Term Period.

(d) The MARC will be set by taking the last 3 months of applicable monthly recurring Special Access revenue from the other company involved in the merger or acquisition (on the date this option is selected) for Subject Services multiplied by four (4) and multiplied by 85% to 100% (depending on the Customer's selection) and adding to that the Customer's existing MARC.

(B) Mergers and Acquisitions – Access Services Ratio Not Impacting

If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company and inclusion of recurring revenue from Subject Services from the other company or companies involved in the merger or acquisition into this Contract Offer will not cause the Customer to fall below Access Services Ratio Terms and Conditions as defined in Section 22.43.3 (H), the Customer must select from option 3 or 4 below in order to receive incentives and discounts for the other company involved in the merger or acquisition under this Contract Offer. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.43 Contract Offer No. 43– Special Access Service Offer (Cont'd)

22.43.7 Mergers and Acquisitions (Cont'd)

22.43.7.1 Merger and Acquisition Provisions (Cont'd)

(B) Mergers and Acquisitions – Access Services Ratio Not Impacting (Cont'd)

(1) Option 3

(a) The Customer may establish a temporary MARC by adding 90% to 100% (depending on the Customer's selection) of Special Access recurring revenue from the other company involved in the merger or acquisition for Subject Services used to calculate the MARC to the extent outlined below for a period not to exceed 12 months from the Transaction Close Date.

(b) The Customer must exercise this option within 60 days following the acquisition Transaction Close Date.

(c) This option is not available during the 5th year of the Contract Term Period.

(d) The temporary MARC will be established by taking the last 3 months of applicable monthly recurring Special Access revenue, for the other company involved in the merger or acquisition (from the date this option is selected) for Subject Services multiplied by four (4) and multiplied by 90% to 100% (depending on the Customer's selection). This amount will be added to the Customer's existing MARC.

(e) A combined permanent MARC will be established no later than 12 months following the Transaction Close Date using the following calculation:

(i) The last three (3) months (at the time of the calculation) of monthly recurring Special Access revenues from the other company involved in the merger or acquisition for Subject Services multiplied by four (4) and adding to that the Customer's existing MARC.

(ii) The permanent MARC must be at least 85% of the temporary MARC as defined Section 22.43.7.1 (A) (4).

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.43 Contract Offer No. 43– Special Access Service Offer (Cont'd)

22.43.7 Mergers and Acquisitions (Cont'd)

22.43.7.1 Merger and Acquisition Provisions (Cont'd)

(B) Mergers and Acquisitions – Access Services Ratio Not Impacting (Cont'd)

(2) Option 4

(a) The Customer must add at least 90% but no more than 100% (depending on the Customer's selection) of Special Access recurring revenue from the other company involved in the merger or acquisition for Subject Services billed by the Telephone Company to the Customer's existing MARC to the extent outlined below for a period not to exceed 12 months from the Transaction Close Date.

(b) The Customer must exercise this option within 12 months of the Transaction Close Date.

(c) This option is not available during the 5th year of the Contract Term Period.

(d) The MARC will be set by taking the last 3 months of applicable monthly recurring Special Access revenue from the other company involved in the merger or acquisition (on the date this provision is selected) for Subject Services multiplied by four (4) and multiplied by 90% to 100% (depending on the Customer's selection) and adding to that the Customer's existing MARC. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.8 Termination Liability

(A) Termination Liability Charges

If the Customer terminates Contract Offer No. 43 before the completion of the term for any reason whatsoever (other than a material default by the Telephone Company), the Customer must pay the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 90 days prior to the desired date of termination to the Telephone Company. This notification must include the date upon which the Customer will terminate the Contract Offer.

If the Customer fails to meet any of the eligibility criteria in Section 22.43.2, or fails to meet any of the Terms and Conditions in Section 22.43.3, then the Telephone Company shall provide the Customer with written notification of such non-compliance and the Customer will have sixty (60) days to comply. If the Customer does not comply within such time period, the Customer will be deemed to have terminated its participation in Contract Offer No. 43 and termination liability charges will apply as stated below and will be payable pursuant to F.C.C. No. 2, Section 2.4.

The Customer's termination liability charge shall be equal to:

100% of all Discounts under Contract Offer No. 43 for the six (6) months immediately prior to the date of termination; plus the following schedule:

(1) If terminated in Year 1, 10.0% of the Base MARC for the remaining portion of Year 1, plus 10% of the Base MARC for the remaining years of the Contract Offer.

(2) If terminated in Year 2 , 12.5% of the Year 2 MARC for the remaining portion of Year 2, plus 12.5% of the Year 2 MARC for the remaining years of the Contract Offer.

(3) If terminated in Year 3, 12.5% of the Year 3 MARC for the remaining portion of Year 3, plus 12.5% of the Year 3 MARC for the remaining years of the Contract Offer.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd) (N)

22.43.8 Termination Liability (Cont'd)

(A) Termination Liability Charges (Cont'd)

(4) If terminated in Year 4, 12.5% of the Year 4 MARC for the remaining portion of Year 4, plus 12.5% of the Year 4 MARC for year 5.

(5) If terminated in Year 5, 10.0% of the Year 5 MARC for the remaining portion of Year 5.

(B) New Technology Termination

If the Customer wishes to move its services to new alternative technology (such as Broadband over power lines, Wi-MAX, DWDM, or optical switching technologies), the Customer shall qualify to reduce the MARC termination liability charges as detailed above by 50% in year 4 and/or 5 of this Contract Offer as long as the conditions in this subsection are met. The Customer shall have the right to move its services to new alternative technology and receive reduced termination liability as long as Eligibility Criteria in Section 22.43. 2 and all Terms and Conditions in Section 22.43.3 are met. The Customer must provide documentation that reasonably demonstrates that the new technology is an alternative to existing Subject Services.

For example, if the Customer wishes to terminate this Contract Offer due to a new technology in year 4 of the Contract Offer, the termination liability charge would be equal to 100% of discounts applied during the previous six-months as well as 6.25% of the Year 4 MARC for the remaining portion of year 4, plus 6.25% of the Year 4 MARC for year 5.

The Customer must notify SBC in writing at least 90 days prior to the start of year 4 if they wish to terminate in year 4 and invoke this provision or at least 90 days prior to the start of year 5 if they wish to terminate in year 5 and invoke this provision. This notification must include the date upon which the Customer will terminate the Contract Offer. Additionally, this provision is only available to the Customer if it has not exercised the 20% MARC adjustment option as detailed in Section 22.43.4 (C).

(C) This Section 22.43.8 sets forth the sole and exclusive remedies for termination of this Contract Offer No. 22, except for charges due and payable for Subject Services rendered prior to the date of termination and any non-recurring charges and/or termination liability charges that may become due and payable in accordance with Sections 22.43.5 (C) and (D).

(N)

22. Pricing Flexibility Contract Offerings

22.44 Contract Offer No. 44 – [1] Service (D)

22.44.1 General Description

[1] Service ([1])(Contract Offer No. 44) is an access discount plan that permits Customers located in Phase 1 and 2 Pricing Flexibility Metropolitan Statistical Areas, (hereafter referred to as MSAs) to receive the discounts on a new [1] and subtending DS3s, as described in Section 22.44.6. The Customer must meet the eligibility criteria described in Section 22.44.3. Customer will receive discounts based on the terms and conditions contained in Section 22.44.4. This Contract Offer is available in the MSAs listed in Section 22.44.4(B)1. This Contract Offer No. 44 is only available December 9, 2004, through January 9, 2005. (D) (D)

22.44.2 Services Available Under Contract Offer No. 44

(A) Contract Offer No. 44 applies to pricing flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) [1]. (D)
(2) DS1 and DS3 High Capacity Service - Ameritech Operating Company Tariff F.C.C. No 2, Section 21.5.2.7.

All terms and conditions for the qualified services listed above are governed by the respective tariff sections as noted herein.

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[1] Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 44 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings

22.44 Contract Offer No. 44 – (1) Ring Service (Cont'd) (D)

22.44.3 Contract Offer No. 44 - Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive Contract Offer No. 44 discounts:

(1) Service must be a pricing –flexibility-qualified service listed in Section 22.44.2(A);
(2) Service must be located in an MSA listed in Section 22.44.4 (B)(1);
(3) Customer must purchase a new (1); and (D)
(4) Customer must purchase seven (7) subtending DS3 circuits.

22.44.4 Contract Offer No. 44 - Terms and Conditions

(A) Term Period

The contract term (Term Period) is three (3) years commencing on the date billing begins. Billing commences no more than 30 days following the Telephone Company's completion of the service order. This offer is not renewable.

If the Customer elects to continue service at the expiration of the Term Period, the Customer must select from payment options outlined in Section 7.5.10 for Phase 1 MSAs and Section (1), for Phase 2 MSAs. If the (D) Customer does not elect an option, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 7.5.10 for Phase 1 MSAs and Section (1) for Phase 2 MSAs. (D)

Rate stability under Contract Offer No. 44 applies only to the rates specific to this Contract Offer as outlined in Table A in Section 22.44.5. Purchase of the Subject Services listed above are also subject to certain rates and charges in Sections 2-General Regulations, 5-Ordering Options for Switched and Special Access Service, 13-Additional Engineering, Additional Labor & Miscellaneous Services and 21-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 21.5), as applicable. Such rates and charges may be modified through the filing of tariff changes at any time during the Term Period.

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(1) See footnote (1) on page 22-354

22. Pricing Flexibility Contract Offerings

22.44 Contract Offer No. 44 – (1) Service (Cont'd) (D)

22.44.4 Contract Offer No. 44 - Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer No. 44 is only available for facilities located in the following Metropolitan Statistical Areas: Chicago, Illinois.

(2) Contract Offer No. 44 is only available December 9, 2004, through January 9, 2005.

(3) If the Customer should discontinue service under this Contract Offer during the Term Period, termination liability charges will apply in accordance with Section 22.44.7.

(4) Customer must subscribe to the services available under Contract Offer No. 44 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched & Special Access Service.

(5) Customer must order a new (1) Service and seven (7) DS3 circuits. (D)

(6) Customer must submit a Letter of Authorization / Firm Order Commitment (LOA-FOC);

(7) If, after the Customer submits the LOA-FOC, the Customer cancels the service order, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(8) Customer will not be able to subscribe to any future contract offerings in Section 22 in conjunction with this Contract Offer No. 44 that might be offered by the Telephone Company for services covered under this Contract Offer No. 44.

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(1) See footnote (1) on page 22-354

22. Pricing Flexibility Contract Offerings

22.44 Contract Offer No. 44 – [1] Service (Cont'd) (D)

22.44.4 Contract Offer No. 44 - Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

If the Customer wishes to assign or transfer its use of services under Contract Offer No. 44 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;
(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

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[1] See footnote (1) on page 22-354

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22.44 Contract Offer No. 44 – (1) Service (Cont'd) (D)

22.44.5 Contract Offer No. 44 Rates

(A) The customer must pay Nonrecurring Charges (NRC) and Monthly Recurring Charges (MRC) for the following Rate Elements.

Table A

Rate Element	Description	Quantity	MRC per each Element	Total MRC	NRC	
(1)						(D)
(1)						
(1)						
(1)						
(1)						
(1)						
Total						(D)

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(1) See footnote (1) on page 22-354

22. Pricing Flexibility Contract Offerings

22.44 Contract Offer No. 44 – (1) Service (Cont'd) (D)

22.44.8 Termination Liability

Termination liability, as described below, applies in lieu of the termination liability language contained in section 7.4.16. If Customer terminates Contract Offer No. 44 before the completion of the term period for any reason, the Customer agrees to pay The Telephone Company termination liability charges as described below. If the customer is not in compliance with the Eligibility Criteria in Section 22.44.3 or the Terms and Conditions in Section 22.44.4, termination liability charges will apply. These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described in section 7.4.16. Customer's termination liability charges for termination of service shall be equal to:

- 50% of all recurring charges for the balance of the Customers three (3) year Term Period for the Subject Service that the customer has terminated.
- All remaining in-service Subject Services will convert back to the prevailing tariff rates at the term that the customer signed up for. Prevailing tariff rates are highlighted in Section 7.5.13 for Phase 1 MSAs and Section (1) for Phase 2 MSAs. (D)

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a $20,000 monthly rate on a Subject Service terminates service after two years and has 12 months remaining in a three year billing period. The termination liability charge would be calculated as:

$20,000 X 12 X 50% = $12,000 termination liability charge

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(1) See footnote (1) on page 22-354

22. Pricing Flexibility Contract Offerings

22.45 Contract Offer No. 45 – (1) Service Renewal Offer (D)

22.45.1 General Description

(1) Service Renewal Offer (Contract Offer No. 45) permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.45.5 for the renewal of three (3) existing (1) Services and associated renewal of existing DS1 and DS3 special access transport bandwidth, that together make up the (1) Network. (D) (D) (D)

22.45.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the Contract Offer No. 45 discount:

(1) Service must be located in the following Pricing Flexibility MSA: Chicago, IL;
(2) Customer must renew three (3) existing (1) Services and DS1 and DS3 services subtending the (1) Services at the rates listed in Section 22.45.5(A); (D) (D)
(3) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(B) Contract Offer No. 45 applies to pricing flexibility qualified access services contained in tariff sections:

(1) (1) ; and (D)
(2) DS1 Service and DS3 Service – Ameritech Tariff F.C.C. No. 2, Section 21.

(C) All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 45 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.45 Contract Offer No. 45 – (1) Service Renewal Offer (Cont'd) (D)

22.45.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is three (3) years, commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's completion of the access service order. This offer is not renewable.

At the expiration of the Term Period, Customer may choose from the payment options as described in:

(1) F.C.C. No. 2, Section 7 for (1) Service; and (D)
(2) F.C.C. No. 2, Section 7 for DS3 and DS1 Service.

If, at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections above for DS1 and DS3, the services will be converted to the monthly rates found in Section 21.5.2 or Section 7; and for the (1) Service, the services will be converted to the monthly extension rates found in Section 21.5.2 or Section 7, as applicable. (D)

Rate stability under the Term Period applies only to the rates specific to Contract Offer No. 45, as listed in Section 22.45.5. Purchase of the services listed above under Contract Offer No. 45 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, and such tariff modifications will not change the terms and conditions described in Contract Offer No 45.

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(1) See footnote (1) on page 22-360

22. Pricing Flexibility Contract Offerings (Cont'd)

22.45 Contract Offer No. 45 – (1) Renewal Offer (Cont'd) (D)

22.45.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer No. 45 is only available December 11, 2004 through January 11, 2005;

(2) Customer must submit a Letter of Authorization / Firm Order Commitment (LOA-FOC);

(3) If the Customer should discontinue service under Contract Offer No. 45 during the Term Period, termination liability charges will apply in accordance with Section 22.45.6;

(4) If the Customer requests additional ports, nodes, miles, or other (1) services not in service at the time the Customer subscribes to this Contract Offer 45, the Customer will pay the rates for those additions as contained in Section 22.45.5 (B); (D)

(5) If the Customer requests modifications to the network design currently existing for the Customer under Contract Offer No. 45, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include but are not limited to reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(6) Customer must subscribe to the services available under this Contract Offer No. 45 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(7) The Customer will not be able to subscribe to any other contract offering in Section 22 in conjunction with Contract Offer No. 45 that might be offered by the Telephone Company for services covered under this Contract Offer 45; and;

(8) Services under Contract Offer No. 45 will be eligible for discounts under the Managed Value Plan (MVP) offer in Section 19.

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(1) See footnote (1) on page 22-360

22. Pricing Flexibility Contract Offerings (Cont'd)

22.45 Contract Offer No. 45 – (1) Renewal Offer (Cont'd) (D)

22.45.3 Terms and Conditions (Cont'd)

(B) (Cont'd)

(9) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 45 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet or;

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

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(1) See footnote (1) on page 22-360

22. Pricing Flexibility Contract Offerings (Cont'd)

22.45 Contract Offer No. 45 – (1) Renewal Offer (Cont'd) (D)

22.45.4 Upgrade Option

(A) If the Customer requests that the renewed (1) Service(s) be converted to a different higher grade service in the same MSA covered under this Contract Offer No. 45, such conversions are subject to the following conditions: (D)

(1) The aggregate of the monthly payments, with respect to the upgraded service over the term of such service ("Upgrade Service Revenue Value"), must be equal to or greater than the aggregate of the monthly Payments, with respect to Contract Offer No. 45, over the remainder of the Term Period ("Existing Service Revenue Value");

(2) If the Upgrade Service Revenue is less than the Existing Service Revenue Value, the Customer must make a one-time payment equal to the difference between the Upgrade Service Revenue and the Existing Service Revenue Value. This payment must be made before the Telephone Company begins work on the requested upgrade; and

(3) The Customer must notify the Telephone Company in writing of its desire to convert to the upgraded service. The Telephone Company will terminate Contract Offer No. 45, and termination liability charges, as determined in accordance with Section 22.45.6., will apply.

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(1) See footnote (1) on page 22-360

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.45 Contract Offer No. 45 – (1) Renewal Offer (Cont'd) (D)

22.45.5 Rates and Charges

(A) (1) Service Renewal Rate is a flat Monthly Recurring Charge (MRC) for each (1) with the capacity limits listed below: (D)

(D)

(1)	USOC	MRC
(1)		
(1)		
(1)		
(1)		
(1)		

(1)	USOC	MRC
(1)		
(1)		
(1)		
(1)		
(1)		

(1)	USOC	MRC
(1)		
(1)		
(1)		
(1)		

(D)

(D)

(B) (1) Renewal Additional Services Rates and Charges: (D)
Customer may subscribe to the following additional (1) services at the MRC rates below:

(D)

(1)	USOC	MRC
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		

If a (1) is added to the (1) Service(s), the new (1) will be co-terminus with the initial Term Period. However, if a (1) is added during the last 12 (twelve) months or less of the Term Period, the Customer will be billed for that (1) at the MRC for a minimum period of 12 (twelve) months. (D)

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(1) See footnote (1) on page 22-360

22. Pricing Flexibility Contract Offerings (Cont'd)

22.45 Contract Offer No. 45 – [1] Renewal Offer (Cont'd) (D)

22.45.5 Rates and Charges (Cont'd)

(C) All existing DS1 Services subtending the three (3) renewed [1] will be renewed at the rates listed below: (D)

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service LDC - Zone	USOC	MRC
Zone 1	TZ4X1	$ 93.15
Zone 2	TZ4X2	$ 93.15
Zone 3	TZ4X3	$ 93.15
Zone 4	TZ4X4	$ 93.15
Zone 5	TZ4X5	$ 93.15

(2) Channel Mileage Termination (CMT) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$ 20.53
Zone 2	CZ4X2	$ 20.53
Zone 3	CZ4X3	$ 20.53
Zone 4	CZ4X4	$ 20.53
Zone 5	CZ4X5	$ 20.53

(3) Channel Mileage (CM) – Per Mile - Bit Rate 1.544 Mbps:

DS1 Service CM -Zone	USOC	MRC
Zone 1	1YZX1	$ 11.46
Zone 2	1YZX2	$ 11.46
Zone 3	1YZX3	$ 11.46
Zone 4	1YZX4	$ 11.46
Zone 5	1YZX5	$ 11.46

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[1] See footnote (1) on page 22-360

22. Pricing Flexibility Contract Offerings (Cont'd)

22.45 Contract Offer No. 45 – [1] Renewal Offer (Cont'd) (D)

22.45.5 Rates and Charges (Cont'd)

(D) All existing DS3 services will be renewed at the rates listed below:

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 44.736 Mbps:

DS3 Service LDC - Zone	USOC	MRC
Zone 1	TUZP1	$ 993.60
Zone 2	TUZP2	$ 993.60
Zone 3	TUZP3	$ 993.60
Zone 4	TUZP4	$ 993.60
Zone 5	TUZP5	$ 993.60

(2) Channel Mileage Termination (CMT) – Per Point of Termination:

DS3 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$ 233.35
Zone 2	CZ4X2	$ 233.35
Zone 3	CZ4X3	$ 233.35
Zone 4	CZ4X4	$ 233.35
Zone 5	CZ4X5	$ 233.35

(3) Channel Mileage (CM) – Per Mile:

DS3 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$ 33.53
Zone 2	1YZX2	$ 33.53
Zone 3	1YZX3	$ 33.53
Zone 4	1YZX4	$ 33.53
Zone 5	1YZX5	$ 33.53

(4) Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1:

DS3 Service 3/1 MUX - Zone	USOC	MRC
Zone 1	QM3X1	$ 421.29
Zone 2	QM3X2	$ 421.29
Zone 3	QM3X3	$ 421.29
Zone 4	QM3X4	$ 421.29
Zone 5	QM3X5	$ 421.29

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[1] See footnote (1) on page 22-360

22. Pricing Flexibility Contract Offering (Cont'd)

22.45 Contract Offer No. 45 – (1) Renewal Offer (Cont'd) (D)

22.45.6 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates Contract Offer No. 45 before the completion of the Term Period for any reason, Customer must pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of Contract Offer No. 45 shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's three (3) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: Customer with a $45,000 monthly recurring charge terminates service after one (1) year and has twenty-four (24) months remaining in a three (3) year term plan. The termination liability would be calculated as:

$45,000 X 24 X 50% = $540,000 termination liability charge.

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(1) See footnote (1) on page 22-360

22. Pricing Flexibility Contract Offerings

22.46 Contract Offer No. 46 – (1) Offer (D)

22.46.1 General Description

(1) Offer (Contract Offer No. 46) permits Customers located in Phase 1 and Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.46.5 for new (1) Service, and associated DS3 and DS1 special access transport bandwidth, that together make up an (1) network. This Contract Offer is available December 14, 2004, through January,14, 2005, and is not renewable. (D) (D) (D)

22.46.2 Services Available Under Contract Offer No. 46

(A) Contract Offer No. 46 applies to pricing-flexibility-qualified access services contained in the following tariff sections:

(1) (1) Service - Ameritech Tariff F.C.C. No. 2, Section 21; and (D)
(2) DS1 Service and DS3 Service – Ameritech Tariff F.C.C. No. 2, Section 21

(B) All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

22.46.3 Contract Offer No. 46 - Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the Contract Offer 46 discount:

(1) Service must be a pricing-flexibility-qualified service listed in Section 22.46.2 (A);

(2) Service must be located in an MSA listed in 22.46.4 (B)(1);

(3) Service must be for one (1) new (1) installations only; (D)

(4) All traffic must originate or terminate at a Mobile Switching Center (MSC);

(5) The Customer and its affiliates must maintain an Access Service Ratio, equal to or greater than 95%. The Access Service Ratio is defined in Section 22.46.4 (B) (14) and will be measured on each Term Year of the Contract Offer No. 46 effective date.

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(1) Material previously contained in this section has been deleted. DRS, OCN PTP,GigaMAN, MON OPT-E-MAN ® services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 46 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.46 Contract Offer No. 46 – (1) Offer (Cont'd) (D)

22.46.4 Contract Offer No. 46 - Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's completion of the (1) access service order. This offer is not renewable. (D)

At the expiration of the Term Period, Customer may choose from the payment options in:

- Ameritech Tariff F.C.C. No.2, Section 7 for (1) Service, (D)
- Ameritech Tariff F.C.C. No. 2, Section 7 for DS3 and DS1 Service.

If, at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections above, in the case of DS1 and DS3 service, the Customer will automatically be billed the monthly rates found in Section 21.5.2; and in the case of (1) Service, the Customer will automatically be billed the monthly extension rates found in Section 21.5.2. (D)

Rate stability under this contract Term Period applies only to the rates specific to Contract Offer No. 46, as listed in Section 22.46.5. Purchase of the services listed above under Contract Offer No. 46 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the regulations described in Contract Offer No. 46.

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(1) See footnote (1) on page 22-369

22. Pricing Flexibility Contract Offerings (Cont'd)

22.46 Contract Offer No. 46 – (1) Offer (Cont'd) (D)

22.46.4 Contract Offer No. 46 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer No. 46 is only available for circuits located in the following MSAs: Appleton, Wisconsin

(2) This Contract Offer No. 46 is only available December 14, 2004, through January 14, 2005, and is not renewable.

(3) Customer must submit a Letter of Authorization / Firm Order Commitment (LOA-FOC).

(4) If the Customer should discontinue service under Contract Offer No. 46 during the Term Period, termination liability charges will apply in accordance with Section 22.46.6.

(5) If, after the Customer has submitted the Letter of Authorization / Firm Order Commitment (LOA-FOC) and prior to commencement of the Term Period, the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(6) Customer must subscribe to this service in accordance with the regulations set forth in Section 5.

(7) If the Customer requests modifications to the Contract Offer No. 46 network design originally constructed for the Customer under Contract Offer No. 46, the Customer agrees to pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to: reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements.

(8) Services under this Contract Offer No. 46 will not be eligible for benefits under the Managed Value Plan (MVP) offering in Section 19.

(9) Customer will not be able to subscribe to any future contract offerings in Section 22 in conjunction with this Contract Offer No. 46.

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(1) See footnote (1) on page 22-369

22. Pricing Flexibility Contract Offerings (Cont'd)

22.46 Contract Offer No. 46 – (1) Offer (Cont'd) (D)

22.46.4 Contract Offer No. 46 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(10) Customer must, by the end of the third year of the five-year term period, purchase DS1 and DS3 circuits riding the (1) subject to this Contract Offer equivalent to 30 % or more of the capacity of the (1). (D) (D)

(11) If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 46 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled unless the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

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

(12) The terms and conditions of the Contract Offer No. 46 shall continue in full force and effect if the Customer merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity (Transfer). After a Transfer, if the other entity also purchases Qualified Access Service(s) from the Telephone Company, either directly or through any affiliates, the Customer shall not include under this Contract Offer any of the billed recurring revenue for the Qualified Access Services of the other entity in place as of the date the Transfer is finalized (Transfer Date).

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(1) See footnote (1) on page 22-369

22. Pricing Flexibility Contract Offerings (Cont'd)

22.46 Contract Offer No. 46 – [1] Offer (Cont'd) (D)

22.46.4 Contract Offer No. 46 - Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(13) Calculating the Access Service Ratio

The Customer and its affiliates must maintain an Access Service Ratio of 95% or greater. The ratio, calculated annually, is the Annual Access Revenue minus Annual Wholesale Revenue (the associated rate elements not included in the interstate tariff) divided by the total qualified Annual Access Revenue. To maintain compliance with Contract Offer No. 46, the ratio must be greater than or equal to 95%. The 95% ratio is calculated as follows:

$$\frac{\text{Annual Access Revenue} - \text{Annual Wholesale Revenue}}{\text{Annual Access Revenue}}$$

(a) Annual Access Revenue is the Customer’s and its affiliates’ current interstate annual recurring billed revenue associated with the rate elements, as defined in Table A below:

TABLE A:

Service	General/Basic Description
Entrance Facilities	6.1.3(A)(1)(a)
Direct Transport Services	6.1.3(A)(1)(b)
Direct Analog Services	7.2.3
Base Rate, DS1 and DS3 Services	7.2.9
[1]	
[1]	
[1]	
[1]	
[1]	

(D)
(D)

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[1] See footnote (1) on page 22-369

22. Pricing Flexibility Contract Offerings (Cont'd)

22.46 Contract Offer No. 46 – [1] Offer (Cont'd) (S)

22.46.4 Contract Offer No. 46 - Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(13) (Cont'd)

(b) Annual Wholesale Revenue is the Customer's and its affiliates' annual recurring billed revenue for associated rate elements, as defined in Table B below, not included in the interstate or intrastate tariff(s).

TABLE B:

Service Level	Associated Rate Elements Not Included in Interstate Tariff
DS1/LT1	4-wire digital loop DS1 Entrance Facilities DS1 Interoffice Transport DS1 Cross Connects DS1 Multiplexing All DS1 non-tariffed Committed Information Rate Broadband Services
DS3/LT3	DS3 Loop DS3 Entrance Facilities DS3 Interoffice Transport DS3 Cross Connects DS1/DS3 Multiplexing All DS3 non-tariffed Committed Information Rate Broadband Services
OC-3 OC-12 OC-48	OC-3 Entrance Facilities (Z) OC-3 Interoffice Transport OC-3 Cross Connects OC-3 Multiplexing OC-12 Entrance Facility OC-12 Interoffice Transport OC-12 Cross Connects OC-12 Multiplexing OC-48 Entrance Facilities OC-48 Interoffice Transport OC-48 Cross Connects OC-48 Multiplexing All OCN equivalent non-tariffed Committed Information Rate Broadband Service (Z)
Other Transport Products	Dark Fiber – Interoffice Dark Fiber – Loop Dark Fiber – Subloop Dark Fiber Cross Connects

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[1] See footnote (1) on page 22-369.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.46 Contract Offer No. 46 – [1] Offer (Cont'd) (D)

22.46.4 Contract Offer No. 46 - Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(13) (Cont'd)

(c) As new rate elements are introduced and are added to Table B above, all recurring revenues associated with the new associated rate elements will automatically be added to the Customer's Annual Wholesale Revenue, as defined in Section 22.46.4 (14) (B) preceding, for calculation of the Access Service Ratio.

(d) If the Customer fails to meet the Access Service Ratio in any given year of the Term Period, upon notification from the Telephone Company, the Customer has five (5) business days to notify the Telephone Company in writing that it will meet or exceed the 95% Access ratio within 60 days. Failure to notify in five (5) days and/or failure to rectify in 60 days will cause termination of Contract Offer No. 46 and termination liability charges will apply, as set forth in Section 22.46.6.

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[1] See footnote (1) on page 22-369

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.46 Contract Offer No. 46 (1) Offer (Cont'd) (D)

22.46.5 Contract Offer No. 46 - Rates and Charges

(A) Customer must pay the following Nonrecurring Charge (NRC) and Monthly Recurring Charge (MRC) for each new (1) Service: (D)

(1) Nonrecurring Charges (NRC):
Administrative Charge-(1) $ 60.00 (D)
Design and Central Office Connection Charge-(1) $ 600.00 (D)

Monthly Recurring Charge (MRC):
(1) Service $ 14,260.50 (D)

The (1) Service MRC includes the following components: (D)

(1)	USOC	Quantity
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

(2) Customer may subscribe to the following additional (1) services at the MRC rates below:

(1)	USOC	MRC
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

If a (1) is added after the initial installation of the (1), the new (1) will be co-terminus with the initial Term Period.

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(1) See footnote (1) on page 22-369

22. Pricing Flexibility Contract Offerings (Cont'd)

22.46 Contract Offer No. 46 – (1) Offer (Cont'd) (D)

22.46.5 Contract Offer No. 46 - Rates and Charges (Cont'd)

(B) During the Term Period, the Customer must subscribe to the following DS1 subtending services, up to the capacity of the (1), at the MRC rates below: (D)

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service LDC - Zone	USOC	MRC
Zone 1	TZ4X1	$97.00
Zone 2	TZ4X2	$106.00
Zone 3	TZ4X3	$114.00
Zone 4	TZ4X4	$124.00
Zone 5	TZ4X5	$130.00

(2) Channel Mileage Termination (CMT) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$24.50
Zone 2	CZ4X2	$25.00
Zone 3	CZ4X3	$30.00
Zone 4	CZ4X4	$48.20
Zone 5	CZ4X5	$49.85

(3) Channel Mileage (CM) – Per Mile - Bit Rate 1.544 Mbps:

DS1 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$12.95
Zone 2	1YZX2	$13.10
Zone 3	1YZX3	$13.20
Zone 4	1YZX4	$13.35
Zone 5	1YZX5	$13.50

When a DS1 is added to the (1), the DS1 will carry a sixty (60) month Term Period. (D)

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(1) See footnote (1) on page 22-369

22. Pricing Flexibility Contract Offerings (Cont'd)

22.46 Contract Offer No. 46 – (1) Offer (Cont'd) (D)

22.46.5 Contract Offer No. 46 - Rates and Charges (Cont'd)

(C) During the Term Period, the Customer must subscribe to the following DS3 subtending services, up to the capacity of the (1), at the MRC rates below: (D)

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 44.736 Mbps:

DS3 Service LDC - Zone	USOC	MRC
Zone 1	TZUP1	$940.50
Zone 2	TZUP2	$950.00
Zone 3	TZUP3	$997.50
Zone 4	TZUP4	$1016.50
Zone 5	TZUP5	$1026.00

(2) Channel Mileage Termination (CMT) – Per Point of Termination:

DS3 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$237.50
Zone 2	CZ4X2	$242.25
Zone 3	CZ4X3	$267.00
Zone 4	CZ4X4	$318.00
Zone 5	CZ4X5	$321.00

(3) Channel Mileage (CM) – Per Mile:

DS3 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$33.00
Zone 2	1YZX2	$34.60
Zone 3	1YZX3	$38.00
Zone 4	1YZX4	$47.50
Zone 5	1YZX5	$48.50

(4) Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1:

DS3 Service 3/1 MUX - Zone	USOC	MRC
Zone 1	QM3X1	$431.00
Zone 2	QM3X2	$440.00
Zone 3	QM3X3	$455.00
Zone 4	QM3X4	$480.00
Zone 5	QM3X5	$489.00

When a DS3 is added to the (1), the DS3 will carry a sixty (60) month Term Period. (D)

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(1) See footnote (1) on page 22-369

22. Pricing Flexibility Contract Offering (Cont'd)

22.46 Contract Offer No. 46 – [1] Offer (Cont'd) (D)

22.46.6 Contract Offer No. 46 - Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates Contract Offer No. 46 before the completion of the Term Period for any reason, Customer agrees to pay to the Telephone Company termination liability charges as described below. If the customer is not in compliance with the Eligibility Criteria in Section 22.46.3 or the Terms and Conditions in Section 22.46.4, termination liability charges will apply. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

50% of all monthly recurring charges ([1], DS1 and DS3 services) for the balance of the Customer's five (5) year Term Period. (D)

All remaining in-service Subject Services will convert back to the prevailing tariff rates at the term that the customer signed up for. Prevailing tariff rates are highlighted in Section 7.5.9 and [1] for Phase 1 MSAs and Section 21.5.2 for Phase 2 MSAs. (D)

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: Customer with a $35,000 monthly recurring charge terminates service after three (3) years and has twenty-four (24) months remaining in a five (5) year term plan. The termination liability would be calculated as:

$35,000 X 24 X 50% = $420,000 termination liability charge.

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[1] See footnote (1) on page 22-369

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22.47 Contract Offer No. 47 – MVP DS1, DS3 and (1) Service Offer (D)

22.47.1 General Description

Managed Value Plan (MVP) DS1, DS3 and (1) Service Offer ("Contract Offer No. 47") (D) is an access discount pricing plan for MVP Customers where subscription is required in four of the SBC Companies: Ameritech Operating Companies, Southwestern Bell Telephone Company, Southern New England Telephone Company and Pacific Bell Telephone Company. This Offering provides a 50% discount off recurring tariff rates for DS1, DS3, and (1) Services as described in Section 22.47.2. (D) In order to receive the discount Customers must meet the Eligibility Criteria as described in Section 22.47.3 and are subject to the Terms and Conditions as described in Section 22.47.4. Customers will continue to receive MVP discounts provided that they meet their MVP contract obligations in Section 19 of F.C.C. No. 2 Tariff.

Customers must commit to a Current Annual Revenue Commitment (CARC), as described in Section 22.47.5. To ensure that the Customer will meet the CARC by end of years 2005, 2006 and 2007, the Telephone Company will review revenue quarterly. In the event the Customer is not meeting its CARC, the Customer will be required to remit payments, via the quarterly True-Up process described in Section 22.47.6, otherwise termination liabilities will apply.

This Contract Offer No. 47 will only be available between February 23, 2005 through March 25, 2005.

22.47.2 Services Available Under Contract Offer No. 47

(A) Contract Offer No. 47 offers discounts on the recurring rates for the Price Flex eligible DS1, DS3 and (1) Access Services (hereafter referred to as Subject Services) contained in the Tariff Sections listed below, and only in the Metropolitan Statistical Areas (hereafter referred to as MSAs) defined in Section 22.47.4(C). The discounts also apply to the MVP qualified access services that are Subject Services that are counted toward achievement of the MARC or any temporary MARC pursuant to Section 22.47.8. (D)

Service	General / Basic Description	Phase 1 MSAs Rates and Charges	Phase 2 MSAs Rates and Charges
DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7
(1)			

(D)

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(1) Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 47 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings

22. 47 Contract Offer No. 47 – MVP DS1, DS3 and [1] Service Offer (Cont'd) (D)

22. 47.2 Services Available Under Contract Offer No. 47 (Cont'd)

(B) Purchase of the Subject Services listed above pursuant to Contract Offer No. 47 are subject to the specific terms and conditions of Section 22.47.4. Additionally purchase of the services listed above pursuant to Contract Offer No. 47 are also subject to the general terms and conditions of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 6- Switched Access Service, 7-Special Access Service and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such general terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, however, such changes will not change the regulations described in Contract Offer No. 47.

Subject Services continue to be governed by the respective terms and conditions of the MVP provisions in Section 19, F.C.C. Tariff No. 2 except as noted herein.

22.47.3 Eligibility Criteria for Contract Offer No. 47

(A) Contract Offer No. 47 is only available to Customers who are currently subscribing to MVP, in the following Telephone Companies:

- Ameritech Operating Companies (AIT) F.C.C. No. 2 Section 19
- Southwestern Bell Telephone Company (SWBT) F.C.C. No. 73 Section 38; and
- Pacific Bell Telephone Company (PBTC) F.C.C. No. 1 Section 22.

(B) Customer must also concurrently subscribe to the identical contract offers of Contract Offer No. 47 pursuant to the following tariffs:

- SWBT Tariff F.C.C. No. 73, Section 41, Contract Offer No. 35;
- PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 41; and
- SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 10.

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(1) See footnote (1) on page 22-380

22. Pricing Flexibility Contract Offerings (Cont'd)

22.47 Contract Offer No. 47 – MVP DS1, DS3 and (1) Service Offer (Cont'd) (D)

22.47.4 Terms and Conditions

(A) Term Period

The contract Term Period will commence on April 1, 2005 once the Telephone Company has received a completed Letter of Subscription and expires on December 31, 2007.(Term Period).

This offer is not renewable.

(B) Application

Subject Services to which the Customer already subscribes as of the commencement of the Term Period will receive discounts effective upon the commencement of the Term Period.

Subject Services purchased after the commencement of the Term Period will receive the discounts only after the service has been provisioned.

Monthly billing credits will be issued for every month in which the Subject Services are purchased in compliance with the eligibility criteria in Section 22.47.3. The Credits will be applied within 30 days after each billing cycle.

(C) This Contract Offer No. 47 is only available for Subject Services located in the following MSAs:

Pricing-Flexibility MSAs: Chicago, Illinois; Detroit/Ann Arbor, Michigan; Cleveland/Lorain/Elyria, Dayton, and Columbus, Ohio.

(D) Contract Offer No. 47 provides a discount of 50% off the monthly recurring tariff rates listed in Section 22.47.2 (A) for existing and new Subject Services.

Example:
Subject Services Monthly Recurring Charge = $2000
50% Discount = $1000

(E) Customer agrees to maintain a Current Annual Revenue Commitment (CARC) (as described in Section 22.47.5) for the calendar years of 2005, 2006 and 2007.

(F) Customer agrees to a quarterly true-up as described in Section 22.47.6 for the calendar years of 2005, 2006 and 2007.

(G) When Customer subscribes to this Contract Offer, the Telephone Company will waive any termination liabilities that would otherwise apply pursuant to Ameritech Tariff F.C.C. No. 2, Section 22, Contract Offer No. 20 for the Subject Services to be provided pursuant to this Contract Offer. Termination liabilities shall otherwise apply according to the terms of the applicable tariff.

(H) Customer must submit a Letter of Subscription to the Telephone Company

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(1) See footnote (1) on page 22-380

22. Pricing Flexibility Contract Offerings (Cont'd)

22.47 Contract Offer No. 47 – MVP DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.47.5 Current Annual Revenue Commitment

Under Contract Offer No.47, Customer must maintain a Current Annual Revenue Commitment (CARC). The CARC will be established using either the Customer's current MVP MARC or an Annual Revenue Commitment calculated as outlined below in Section 22.47.5(A), whichever is greater. The CARC will be established as soon as the Telephone Company receives the Letter of Subscription from Customer. The CARC calculation will be the latest CARC established for Customers who are subscribing to AIT Tariff F.C.C. No.2, Section 22, Contract Offer No.20.

(A) Determining the Annual Revenue Commitment

The Customer's Annual Revenue Commitment is calculated based on the total of the previous three (3) months recurring billing for all MVP qualified access services prior to any MVP discounts (as listed in F.C.C. 2, Section 19.2), multiplied by four (4). The Annual Revenue Commitment is calculated as follows:

Previous Three (3) Months Recurring Billing X 4 = Annual Revenue Commitment

(B) If at any time during the contract Term Period of this Contract Offer the Customer's MVP MARC becomes greater than the CARC the Customer will commit to increase and maintain the CARC to be equal to its MVP MARC as it may change during the Term Period.

(C) If the Customer fails to achieve the CARC on either December 31, 2005, December 31, 2006 or December 31, 2007, and fails to remit the annual projected gap payment, the Customer will be deemed to have terminated its subscription in Contract Offer No. 47 and termination liability charges will apply as set forth in Section 22.47.9.

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[1] See footnote (1) on page 22-380

22. Pricing Flexibility Contract Offerings (Cont'd)

22.47 Contract Offer No. 47 – MVP DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.47.6 Quarterly True-Up

To ensure that the customer will meet the CARC by the end of each year 2005, 2006 and 2007, the Telephone Company will review revenues quarterly. In the event that the Customer has an estimated shortfall, the Customer is required to remit Quarterly Gap Payments as described below. Quarterly is defined as consecutive three (3) month periods from April 1, 2005 through December 31, 2005; from January 1, 2006 through December 31, 2006; and from January 1, 2007 through December 31, 2007. The process of remitting payments to eliminate the Annual Projected Gap is referred to as the True-Up process.

The Telephone Company will calculate the Customer's Annual Projected Gap (if any) on a quarterly basis. The Annual Projected Gap is the CARC, less any annual projected MVP discounts, less actual annualized revenues. Actual annualized revenue is the Customer's actual billed amount to date, annualized to determine end of year estimated revenues. Actual annualized revenues will include any previous quarterly gap payment that the Customer has made. For this calculation, the actual annualized revenues are calculated after discounts from this Contract Offer No. 47, and any other applicable credits or discounts (i.e., MVP) have been applied.

Example A: Annual Projected Gap calculation at end of 1st quarter 2006

CARC	= $12,000,000
Less projected MVP discounts	= $ 2,000,000
Sub total	= $10,000,000
Less actual quarterly revenue ($1.5M) X 4 (annualized)	= $ 6,000,000
Annual Projected Gap	= $ 4,000,000

(A) If there is a positive Annual Projected Gap as measured above for the quarter, the Customer must make Quarterly True-Up payments. Quarterly True-Up payments will be calculated using the percentages in section 22.47.6 (B) and will be applied to the Annual Projected Gap to determine the gap payment. See example B in Section 22.47.6.

(B) Quarterly True-up payments will be calculated utilizing the following percentiles:

Quarter	Percent
1st	0%
2nd	25%
3rd	66%
4th	100%

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[1] See footnote (1) on page 22-380

22. Pricing Flexibility Contract Offerings (Cont'd)

22.47 Contract Offer No. 47 – MVP DS1, DS3 and (1) Service Offer (Cont'd) (D)

22.47.6 Quarterly True Up (Cont'd)

(B) (Cont'd)

Example B: Quarterly True-up

1st Quarter, 2006
Actual revenue 1st Quarter:
January = $ 400,000
February = $ 500,000
March = $ 600,000
Total = $1,500,000

CARC = $12,000,000
Less projected MVP discount = $ 2,000,000
Sub total = $10,000,000
Less actual 3 months revenue ($1.5M) x 4 (annualized): = $ 6,000,000
Annual Projected Gap = $ 4,000,000

$4,000,000 x 0% = $0.00 Quarterly True-up payment

2nd Quarter, 2006
Actual revenue 1st and 2nd Quarter 2006:
January = $ 400,000
February = $ 500,000
March = $ 600,000
April = $ 600,000
May = $ 700,000
June = $ 700,000
Total = $3,500,000

CARC = $12,000,000
Less projected MVP discount = $ 2,000,000
Sub total = $10,000,000
Less actual 6 months revenue ($3.5M) x 2 (annualized): = $ 7,000,000
Annual Projected Gap = $ 3,000,000

$3,000,000 x 25% = $750,000 Quarterly True-up payment

(1) See footnote (1) on page 22-380

22. Pricing Flexibility Contract Offerings (Cont'd)

22.47 Contract Offer No. 47 – MVP DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.47.6 Quarterly True Up (Cont'd)

(B) (Cont'd)

Example B: Quarterly True-Up (Cont'd)

3rd Quarter, 2006

Actual revenue 1st, 2nd and 3rd Quarter

January	= $ 400,000
February	= $ 500,000
March	= $ 600,000
April	= $ 600,000
May	= $ 700,000
June	= $ 700,000
July	= $ 500,000
August	= $ 600,000
September	= $ 665,038
Total	= $5,265,038

CARC	= $12,000,000
Less projected MVP discounts	= $2,000,000
Sub total	= $10,000,000
Less (9 months actual revenue + 2nd Quarter Gap payment) x 1.33:	
($5,265,038 + $750,000) x 1.33	= $8,000,000
Annual projected Gap	= $2,000,000

$2,000,000 x 66% = $1,320,000 Quarterly True-up payment

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[1] See footnote (1) on page 22-380

22. Pricing Flexibility Contract Offerings (Cont'd)

22.47 Contract Offer No. 47 – MVP DS1, DS3 and (1) Service Offer (Cont'd) (D)

22.47.6 Quarterly True Up (Cont'd)

(B) (Cont'd)

Example B: Quarterly True-up (Cont'd)

4th Quarter 2006

Actual revenue 1st, 2nd, 3rd and 4th Quarter
January = $ 400,000
February = $ 500,000
March = $ 600,000
April = $ 600,000
May = $ 700,000
June = $ 700,000
July = $ 500,000
August = $ 600,000
September = $ 665,038
October = $ 500,000
November = $ 550,000
December = $ 614,962
Total = $6,930,000

CARC = $12,000,000
Less projected MVP discounts = $2,000,000
Sub total = $10,000,000
Less (12 months actual revenue + 2nd & 3rd Quarter Gap payment):
$6,930,000 + $750,000 + $1,320,000 = $9,000,000
Annual Projected Gap = $1,000,000
$1,000,000 x 100% = $1,000,000 Quarterly True-up payment

In the example above at the end of the 4th Quarter the Customer's actual revenue plus the Customer's Quarterly Gap payments, plus projected MVP discounts will equal the CARC.

$6,930,000 (end of year actual revenue) + $750,000 (2nd Quarter Gap Payment) + $1,320,000 (3rd Quarter Gap Payment) + $1,000,000 (4th Quarter Gap Payment) + $2,000,000 (projected MVP discount) = $12,000,000

(C) The Telephone Company will provide Customer a quarterly gap payment bill (if applicable) within 30 days after the end of the quarter.

(D) If at the end of December 31, 2005, December 31, 2006 or December 31, 2007 the Customer has exceeded their CARC (actual revenue + gap payments) and have made Quarterly Gap Payments, the Telephone Company will credit the Customers account the amount exceeding the CARC, but not greater than the total gap payments the Customer has made.

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(1) See footnote (1) on page 22-380

22. Pricing Flexibility Contract Offerings (Cont'd)

22.47 Contract Offer No. 47 – MVP DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.47.7 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 47 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 2, Section 2.1.2, unless: (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent company has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly, more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.47.8 Mergers and Acquisitions

The Terms and Conditions of Contract Offer No. 47 shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or assets constituting an operating business to any other entity, or purchases all stock or substantially all stock or assets constituting an operating business of another company (the foregoing generally referred to herein as a merger or acquisition). During or after the merger or acquisition, if the other company involved in the merger or acquisition also purchases MVP qualified access services from the Telephone Company, either directly or through any affiliates, then billed, recurring revenue for MVP qualified access services of the other company or the assets constituting an operating business involved in the merger or acquisition will not be used in Minimum Annual Revenue Commitment (MARC) as discussed in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (C), except as permitted by one of the provisions in this subsection.

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[1] See footnote (1) on page 22-380

22. Pricing Flexibility Contract Offerings (Cont'd)

22.47 Contract Offer No. 47 – MVP DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.47.8 Mergers and Acquisitions (Cont'd)

The Customer must be meeting its current MVP MARC commitments (or be current in paying any shortfall between the Annual MARC and actual Annual Billing) and all Eligibility Criteria and Terms and Conditions outlined in Sections 22.47.3 and 22.47.4 in order to exercise the provisions under this subsection.

Recurring revenue from MVP qualified access services from the other entity involved in the merger or acquisition can not be used for any incentives or discounts contained in this Contract Offer except as permitted by one of the provisions outlined in this subsection.

The Customer shall have four one-time choices (per merger or acquisition) to incorporate revenue from the other company or companies involved in the merger or acquisition. If the Customer does not exercise any of the provisions in this subsection by the times specified in relation to the Transaction Close Date, the Customer will not be permitted to use existing or future MVP qualified access services revenues from the other company or companies or operating business or businesses involved in the merger or acquisition in the Minimum Annual Revenue Commitment in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (C)

The acquisition and/or merger Transaction Close Date will be used to measure the length of time the following provisions are available. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company or operating business have been purchased.

If the Customer has selected one of the provisions in this subsection, the MARC adjustment calculation as detailed in the Minimum Annual Revenue Commitment in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (C) will be calculated as provided in the provision of the subsection that Customer has selected.

The Customer cannot combine any of the Merger and Acquisition provisions in this subsection.

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[1] See footnote (1) on page 22-380

22. Pricing Flexibility Contract Offerings (Cont'd)

22.47 Contract Offer No. 47 – MVP DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.47.8 Mergers and Acquisitions (Cont'd)

The Telephone Company will calculate MVP qualified access services revenue of the other company or operating business involved in the merger or acquisition on the date the Customer selects one of the provisions in this subsection. The MVP qualified access services revenue will be determined by calculating the prior three (3) months recurring revenue for all of the other company or operating business involved in the merger or acquisition multiplied by four (4).

22.47.8.1 Merger and Acquisition Provisions

(A) Mergers and Acquisitions – Access Services Ratio Impacting

If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or assets constituting an operating business to any other entity, or purchases all stock or substantially all stock or assets constituting an operating business of another company and inclusion of the recurring revenue from MVP qualified access services from the other company or companies or operating business or businesses involved in the merger or acquisition into this Contract Offer will cause the Customer to fall below Customer Obligations as defined in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (B) and Access Service Ratio in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (D), the Customer must select from Option 1 or 2 below in order to receive incentives and discounts for the other company or operating business involved in the merger or acquisition under this Contract Offer.

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[1] See footnote (1) on page 22-380

22. Pricing Flexibility Contract Offerings (Cont'd)

(D)

22.47 Contract Offer No. 47 – MVP DS1, DS3 and [1] Service Offer (Cont'd)

22.47.8 Mergers and Acquisitions (Cont'd)

22.47.8.1 Merger and Acquisition Provisions (Cont'd)

(A) Mergers and Acquisitions – Access Services Ratio Impacting (Cont'd)

The Customer must fully comply with the Access Services Ratio Terms and Conditions within 18 months of the Transaction Close Date and must comply with the Access Conversion Schedule outlined in Table A below. As long as the Customer is in compliance with the Access Conversion Schedule and the Customer's existing revenue complies with the Customer Obligations as defined in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (B) (in the case of any shortfall in meeting the MARC, be in compliance with requirements to pay any shortfall between the Annual MARC and actual Annual Billing) and Access Service Ratio in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (D), the MARC discounts will continue to apply and the Customer shall not be considered out of compliance with the Customer Obligations as defined in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (B) and Access Service Ratio in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (D).

If at any time the Customer does not comply with the Access Conversion Schedule outlined in Table F below, MVP Commitment Discounts will be withheld and the Telephone Company will notify the Customer of non-compliance. The Customer will have 30 days to comply with the Access Conversion Schedule. If the Customer does not comply within 30 days, this Contract Offer will be considered in default, and the Telephone Company shall have the right to terminate this Contract Offer and termination liability charges will apply as detailed in Section 22.47.9. Notwithstanding the foregoing, if Telephone Company is primarily responsible for a delay in the Access Conversion Schedule, then the MVP Commitment Discounts will continue to apply and the Customer shall not be considered out of compliance with the Customer Obligations as defined in Ameritech Operating Companies Tariff F. C. C. No. 2, Section 19.3 (B) and Access Service Ratio in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (D) and the contract will not be considered in default, however, each party shall take all reasonable steps to comply as soon as possible.

[1] See footnote (1) on page 22-380

22. Pricing Flexibility Contract Offerings (Cont'd)

22.47 Contract Offer No. 47 – MVP DS1, DS3 and (1) Service Offer (Cont'd) (D)

22.47.8 Mergers and Acquisitions (Cont'd)

22.47.8.1 Merger and Acquisition Provisions (Cont'd)

(A) Mergers and Acquisitions – Access Services Ratio Impacting (Cont'd)

Table A outlines the Unbundled Network Element (UNE) to Access conversion schedule that will be used to migrate the services.

Table A: Access Conversion Schedule

90 Day Period	Required Conversion Level
1st	10%
2nd	20%
3rd	50%
4th	75%
5th	85%
6th	100%

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(1) See footnote (1) on page 22-380

22. Pricing Flexibility Contract Offerings (Cont'd)

22.47 Contract Offer No. 47 – MVP DS1, DS3 and (1) Service Offer (Cont'd) (D)

22.47.8 Mergers and Acquisitions (Cont'd)

22.47.8.1 Merger and Acquisition Provisions(Cont'd)

(A) Mergers and Acquisitions – Access Services Ratio Impacting (Cont'd)

(1) Option 1

(a) The Customer establishes a temporary MARC by adding 85% but not more than 100% (depending on the Customer's selection) of MVP qualified access services recurring revenue from the other company or operating business involved in the merger or acquisition billed by the Telephone Company to the Customer's existing MARC as outlined below for a period not to exceed 18 months from the Transaction Close Date.

(b) The Customer must exercise this option within 60 days following the Transaction Close Date.

(c) This option is not available in the final year of the Contract Term Period of this Contract Offer.

(d) The temporary MARC will be calculated by taking the last 3 months of applicable monthly recurring MVP qualified access services revenue for the other company or operating business involved in the merger or acquisition (from the date this option is selected) multiplied by four (4) multiplied by 85% to 100% (depending on the Customer's selection) and adding to that the Customer's existing MARC.

(e) A combined permanent MARC will be established no later than 18 months following the Transaction Close Date using the following calculation.

(i) The last 3 months (at the time of the calculation) of monthly recurring MVP qualified access services revenue for the other company involved in the merger or acquisition multiplied by four (4) and adding to that the Customer's existing MARC.

(ii) The permanent MARC must be at least 85% of temporary MARC as defined in Section 22.47.8.1 (B) (1) (d).

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(1) See footnote (1) on page 22-380

22. Pricing Flexibility Contract Offerings (Cont'd)

22.47 Contract Offer No. 47 – MVP DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.47.8 Mergers and Acquisitions (Cont'd)

22.47.8.1 Merger and Acquisition Provisions(Cont'd)

(A) Mergers and Acquisitions – Access Service Ratio Impacting (Cont'd)

(2) Option 2

(a) The Customer must add at least 85% but no more than 100% (depending on the Customer's selection) of MVP qualified access services recurring revenue from the other company or operating business involved in the merger or acquisition billed by the Telephone Company to the Customer's existing MARC as outlined below for a period not to exceed 18 months from the Transaction Close Date.

(b) The Customer must exercise this option within 12 months following the Transaction Close Date

(c) This option is not available during the final year of the Contract Term Period of this Contract Offer.

(d) The MARC will be set by taking the last 3 months of applicable monthly recurring MVP qualified access services revenue from the other company or operating business involved in the merger or acquisition (on the date this option is selected) multiplied by four (4) and multiplied by 85% to 100% (depending on the Customer's selection) and adding to that the Customer's existing MARC.

(B) Mergers and Acquisitions – Access Services Ratio Not Impacting

If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or assets constituting an operating business to any other entity, or purchases all stock or substantially all stock or assets constituting an operating business of another company and inclusion of recurring revenue from MVP qualified access services from the other company or companies involved in the merger or acquisition into this Contract Offer will not cause the Customer to fall below the Customer Obligations as defined in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (B) (in the case of any shortfall in meeting the MARC, be in compliance with any requirements to pay any shortfall between the Annual MARC and actual Annual Billing) and Access Service Ratio in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (D), the Customer must select from option 3 or 4 below in order to receive incentives and discounts for the other company involved in the merger or acquisition under this Contract Offer.

[1] See footnote (1) on page 22-380

22. Pricing Flexibility Contract Offerings (Cont'd)

22.47 Contract Offer No. 47 – MVP DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.47.8 Mergers and Acquisitions (Cont'd)

22.47.8.1 Merger and Acquisition Provisions (Cont'd)

(B) Mergers and Acquisitions – Access Services Ratio Not Impacting (Cont'd)

(1) Option 3

(a) The Customer establishes a temporary MARC by adding 90% to 100% (depending on the Customer's selection) of MVP qualified access services revenue from the other company or operating business involved in the merger or acquisition used to calculate the MARC to the extent outlined below for a period not to exceed 12 months from the Transaction Close Date.

(b) The Customer must exercise this option within 60 days following the acquisition Transaction Close Date.

(c) This option is not available during the final year of the Contract Term Period.

(d) The temporary MARC will be established by taking the last three (3) months of applicable monthly recurring MVP qualified access services revenue for the other company or operating business involved in the merger or acquisition (from the date this option is selected) multiplied by four (4) and multiplied by 90% to 100% (depending on the Customer's selection). This amount will be added to the Customer's existing MARC.

(e) A combined permanent MARC will be established no later than 12 months following the Transaction Close Date using the following calculation:

(i) The last three (3) months (at the time of the calculation) of monthly recurring MVP qualified access services revenues from the other company or operating business involved in the merger or acquisition multiplied by four (4) and adding to that the Customer's existing MARC.

(ii) The permanent MARC must be at least 90% of the temporary MARC as defined Section 22.47.8.1 (C) (4).

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[1] See footnote (1) on page 22-380

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.47 Contract Offer No. 47 – MVP DS1, DS3 and (1) Service Offer (Cont'd) (D)

22.47.8 Mergers and Acquisitions (Cont'd)

22.47.8.1 Merger and Acquisition Provisions (Cont'd)

(B) Mergers and Acquisitions – Access Services Ratio Not Impacting (Cont'd)

(2) Option 4

(a) The Customer must add at least 90% but no more than 100% (depending on the Customer's selection) of MVP qualified access services recurring revenue from the other company or operating business involved in the merger or acquisition billed by the Telephone Company to the Customer's existing MARC to the extent outlined below for a period not to exceed 12 months from the Transaction Close Date.

(b) The Customer must exercise this option within 12 months of the Transaction Close Date.

(c) This option is not available during the final year of the Contract Term Period of this Contract Offer.

(d) The MARC will be set by taking the last 3 months of applicable monthly recurring MVP qualified access services revenue from the other company or operating business involved in the merger or acquisition (on the date this provision is selected) multiplied by four (4) and multiplied by 90% to 100% (depending on the Customer's selection) and adding to that the Customer's existing MARC.

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(1) See footnote (1) on page 22-380

22. Pricing Flexibility Contract Offerings (Cont'd)

22.47 Contract Offer No. 47 – MVP DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.47.9 Termination Liability Charges

Termination liability language described below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 7.4.10.
If the Customer terminates service under this Contract Offer before the completion of the Term Period for any reason whatsoever the Customer agrees to pay the Telephone Company termination liability charges described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 60 days prior to the desired date of termination to the Telephone Company.

If the Customer fails to meet any of the eligibility criteria in section 22.47.3 or fails to maintain any of the Terms and Conditions in section 22.47.4, the Customer will be deemed to have terminated its participation in Contract Offer No. 47 and termination liability charges will apply as stated below and will be payable pursuant to F.C.C. No. 2, Section 2.4.

Customers termination liability shall be equal to:

(A) 100% of all Discounts received under this Contract Offer No. 47 during the six (6) months immediately prior to the date of termination, plus;

(B) 25% of the CARC for each year in the remaining portion of the Term Period.

Any previous gap payments paid by the Customer will be forfeited.

Example C:

The Customer signs up for Contract Offer No. 47 and it begins April 1, 2005. The Customer terminates its participation in Contract Offer No. 47 effective August 15, 2006. The termination liability charge that would apply is calculated as follows:

Annual CARC = $12M
Monthly CARC = $12M / 12 months = $1M
Number of months remaining in contract = 15.5
Remaining value of CARC = 15.5 x $1M = $15.5M
25 % of remaining value of CARC = .25 x $15.5M = $3.875M
February 2006 - July 2006 discounts = $500K

Total Termination Liability Charge = $3.875M + $500K = $4.375M

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[1] See footnote (1) on page 22-380

22. Pricing Flexibility Contract Offerings (N)

22.48 Contract Offer No. 48– DS1, DS3 Service Offer

22.48.1 General Description (N) (Nx)

DS1, DS3 Service Offer (Contract Offer No. 48) is an access discount pricing plan, for which subscription is required in the following SBC Companies: Ameritech Operating Companies, and Southern New England Telephone Company. Contract Offer No. 48 is available to any Customer with at least $500,000 in cumulative annual revenue for qualified access services as described in Section 22.48.2(C) herein. Customer must meet the eligibility criteria set forth in Section 22.48.2 and also must comply with the terms and conditions as described in Section 22.48.3.

Contract Offer No. 48 requires that the Customer maintain a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year Term Period. In the event the Customer does not meet its MARC as of each anniversary date of each term year, Customer must remit the shortfall payment via the Annual True-Up process set forth in Section 22.48.6. Notwithstanding the obligation to pay such shortfall payment, if the Customer does not comply with Section 22.48.6, termination liability charges, in accordance with Section 22.48.9 shall apply. (Nx) (N)

Contract Offer No. 48 will only be available February 26, 2005 through April 26, 2005.

22.48.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive discounts under Contract Offer No. 48:

(1) Contract Offer No. 48 is only available for rate elements located in the following Metropolitan Statistical Areas (MSAs): Chicago, IL.

(2) Customer cannot subscribe concurrently to Contract Offer No. 48 and to SBC's MVP offering in Section 19.

(3) The Customer and its affiliates must maintain an Access Service Ratio, equal to or greater than 95% The Access Service Ratio is defined in Section 22.48.3 (B) (8) and is measured on the anniversary of the effective date of Contract Offer No. 48.

(4) Customer must have a minimum of $500,000 in cumulative annual recurring revenue for DS1 and DS3 Services in the following SBC Companies: Ameritech, and SNET. (N) (Nx)

(B) Customer must concurrently subscribe to the identical Contract Offer of Contract Offer No. 48 pursuant to the following tariffs:

(1) SNET Tariff F.C.C. No. 39 Section 25, Contract Offer No. 11.

(x) Issued under authority of Special Permission No. 05-012 of F.C.C.

(Nx)
(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.48 Contract Offer No. 48– DS1, DS3 Service Offer (Cont'd)

22.48.2 Eligibility Criteria (Cont'd)

(C) Contract Offer No. 48 applies only to pricing-flexibility-qualified access services (hereafter referred to as (Qualified Access Services) contained in the following tariff sections:

(1) DS1/DS3 Service – Ameritech Tariff F.C.C. No. 2., Section 7.5.9 for Phase 1 MSAs and Section 21.5.2.7 for Phase 2 MSAs; (D)
(2) [1]; (D)
(3) [1].

All terms and conditions for the Qualified Access Services listed above are governed by their respective tariff sections except as noted herein.

22.48.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date the Telephone Company receives the completed Letter of Intent. Contract Offer No. 48 is not renewable.

Purchases of the Qualified Access Services are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through filing tariff changes at any time during the Term Period. Any such modifications will not change the terms and conditions of Contract Offer No. 48.

(B) Terms and Conditions

(1) Contract Offer No. 48 is only available February 26, 2005 through April 26, 2005.

(2) Customer must submit a Letter of Intent to the Telephone Company.

(3) Customer must subscribe to this Contract Offer in accordance with the regulations set forth in Ameritech Tariff F.C.C. No. 2, Section 5 – Ordering Options for Switched Access and Special Access Services.

(4) Qualified Access Services (defined in Section 22.48.2 (C) to which the Customer already subscribes as of the commencement of the Term Period shall receive discounts effective upon the commencement of the Term Period of this Contract Offer.

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[1] Material previously contained in this section has been deleted. OCN PTP and DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 48 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.48 Contract Offer No. 48– DS1, DS3 Service Offer (Cont'd)

22.48.3 Terms and Conditions (Cont'd)

(5) Qualified Access Services (defined in Section 22.48.2 (C) purchased after the commencement of the Term Period shall receive the rate described in Section 22.48.5 Table C only after the Telephone Company completes the access service order.

(6) If the Customer terminates any Qualified Access Services, during the Term Period, termination liability charges shall apply in accordance with Section 22.48.9 shall apply.

(7) Customer must maintain a Minimum Annual Revenue Commitment (MARC), as described in Section 22.48.4, in each year of Contract Offer No. 48's Term Period. Customer must pay an Annual True-Up Amount if they fail to meet their MARC commitment as described in Section 22.48.4 (A), herein.

(8) As required in Section 22.48.2 (A) (3), the Customer and its affiliates must maintain an Access Service Ratio of 95% or greater. The ratio shall be calculated annually as follows: Customer's Annual Access Revenue minus Customer's Annual Wholesale Revenue (defined as the sum of the revenues derived from Customer's purchase of the rate elements listed below in Table B), divided by the Customer's total qualifying Annual Access Revenue. To maintain compliance with Contract Offer No. 48, the ratio each year of the Term Period must be greater than or equal to 95%. The 95% ratio is calculated as follows:

(Annual Access Revenue – Annual Wholesale Revenue) / Annual Access Revenue

(a) The associated rate elements, as defined below, apply when the Customer (and its affiliates') Annual Access Revenue equals the Customer (and its affiliates') current interstate annual recurring billed revenue:

TABLE A:

Service	General/Basic Description
Entrance Facilities	6.1.3 (A)(1)(a)
Direct Transport Services	6.1.3 (A)(1)(b)
Direct Analog	7.2.3
Base Rate, DS1 and DS3 Services	7.2.9
[1]	
[1]	

(D)
(D)

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[1] See footnote (1) on page 22-399

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.48 Contract Offer No. 48– DS1, DS3 Service Offer (Cont'd)

22.48.3 Terms and Conditions (Cont'd)

(8) (Cont'd)

(b) The associated rate elements apply, as described in table B below, when the Customer's (and its affiliates') Annual Wholesale Revenue equals the Customer's (and its affiliates') annual recurring billed revenue not included in the interstate and intrastate tariff(s).

TABLE B:

Service Level	Associated Rate Elements Not Included in Interstate/Intrastate Tariff
DS1/LT1	4-wire digital loop DS1 Entrance Facilities DS1 Interoffice Transport DS1 Cross Connects DS1 Multiplexing All DS1 non-tariffed Committed Information Rate Broadband Services
DS3/LT3	DS3 Loop DS3 Entrance Facilities DS3 Interoffice Transport DS3 Cross Connects DS1/DS3 Multiplexing All DS3 non-tariffed Committed Information Rate Broadband Services
Other Transport Products	Dark Fiber – Interoffice Dark Fiber – Loop Dark Fiber – Subloop Dark Fiber Cross Connects

(c) As new associated rate element are introduced and are added to Table B above, all annual recurring revenues associated with Customer's purchase of the new associated rate elements on and after that date shall automatically be added to the Customer's Annual Wholesale Revenue as defined in Section 22.48.3 (8) preceding, for calculation of the Access Service Ratio.

(d) If the Customer fails to meet the Access Service Ratio in any given year of the Term Period of this Contract Offer, after notification by the Telephone Company of such failure, Customer must notify the Telephone Company in writing within five (5) business days that it will meet or exceed a 95% Access ratio within 60 days. Failure to notify in five (5) days and/or failure to rectify in 60 days will cause termination of Contract Offer No. 48 and termination liability charges will apply as set forth in Section 22.48.9.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.48 Contract Offer No. 48– DS1, DS3 Service Offer (Cont'd)

22.48.3 Terms and Conditions (Cont'd)

(9) The Customer shall not be permitted to combine discounts under this Contract Offer, or to apply revenues subject to this Contract Offer, with any other discounts available pursuant to Section 22 for Subject Services under this Contract Offer.

(10) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 48 pursuant to F.C.C. No. 2, Section 2.1.2 the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled unless: (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or (2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(a) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly, more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(b) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.48 Contract Offer No. 48– DS1, DS3 Service Offer (Cont'd)

22.48.4 Minimum Annual Revenue Commitment (MARC)

This Contract Offer requires the Customer to maintain a Minimum Annual Revenue Commitment (MARC) for the duration of the Term Period. The MARC will be calculated as outlined below in Section 22.48.4 (A).

(A) Determining the Minimum Annual Revenue Commitment

The Customer's MARC for Year 1 is at least $500,000 in cumulative annual revenue for Qualified Access Services.

The MARC for Years 2, 3, 4 and 5 will be reviewed annually on the anniversary date of the Term Period of this Contract Offer. The MARC for Years 2, 3, 4 and 5 will be calculated as follows:

> Sum of the recurring revenue for all Qualified Access Services of the pervious three (3) months of the contract year, multiplied by four (4), multiplied by 95%.

If the recalculated MARC is greater than the previous year's MARC, the newly recalculated MARC will apply. If the recalculated MARC is less than the previous year's MARC, the previous year's MARC will carryover for the new year.

Example of Year 2 MARC Establishment: Customer's Year 1 MARC is established at $500,000. End of Year 1 the total recurring revenue of the previous 3 months totaled $150,000. Multiply that number by 4 and by 95% the Customer's Year 2 MARC is set at $570,000.

$150,000 X 4 X .95 = $570,000

(B) Failure to Achieve the MARC

If the Customer fails to achieve the Annual MARC for any year of the Term Period, it must comply with one of the options below:

(1) The Customer pays the difference between the Annual MARC for the current term year and the actual annual recurring revenue for the Subject Services as set forth in the true-up process as described in Section 22.48.6 within 60 days ; or

(2) The Customer terminates its Contract Offer No. 48 and pays termination liability charges as set forth in Section 22.48.9, following.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.48 Contract Offer No. 48– DS1, DS3 Service Offer (Cont'd)

22.48.5 Rates

Table C below contains the discounted rates for Contract Offer No. 48. Each new circuit (Channel Termination / LDC and Mileage) must be located entirely in the MSAs listed in Section 22.48.2 (A) (1). to be eligible for these rates.

TABLE C:

The Telephone Company shall waive the following Non-Recurring charges(NRCs) associated with the purchase of qualifying DS1, DS3, [1] and [1] Services for Customers subscribed to Contract Offer No. 48: (D)

Circuit Mileage	DS1 Monthly Rate Per Circuit:
0	$113.00
1-10	$185.00
11-20	$225.00
Rate Element	DS3 Monthly Rate Per Element
LDC	$807.50
CMT	$232.75
CM	$33.15
CO Mux	$427.50

(1) Design and Central Office Connection Charge per Circuit; Section 7.4.2; and
(2) Customer Connection Charge per termination; Section 7.4.2

22.48.6 Portability

DS1 Portability shall be provided as follows: The Telephone Company will credit the Customer any paid early termination liability charges for the disconnection of DS1s throughout the term of Contract Offer No. 48, provided that the eligibility criteria in Section 22.48.2, and terms and conditions in Section 22.48.3 have been met.

DS3 Portability shall be provided as follows: The Telephone Company will credit the Customer any paid early termination liability charges for the disconnection of DS3s throughout the term of Contract Offer No. 48 as long as the DS3 has been in service for a minimum of one (1) year, provided that the eligibility criteria in Section 22.48.2 and terms and conditions in Section 22.48.3 have been met.

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[1] See footnote (1) on page 22-399

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.48 Contract Offer No. 48– DS1, DS3 Service Offer (Cont'd)

22.48.7 Annual True-Up

The Telephone Company shall conduct an Annual True-Up on the anniversary date of each term year of this Contract Offer based on the Customer's MARC commitment. If the Customer fails to achieve the annual MARC commitment as of the anniversary date, the Customer will be notified by the Telephone Company SBC and will be required to remit an Annual True-Up payment to reach the MARC commitment. The true-up calculation will be performed as follows:

Annual MARC – Actual Annual recurring revenues for Qualified Access Services
=Annual True-Up Amount

If the Customer fails to submit its Annual True-Up payment to the Telephone Company amount within 60 days upon notification from the Telephone Company, the Customer is deemed to have terminated its Contract Offer No. 48 and termination charges will apply as set forth in Section 22.48.9

22.48.8 Technology Upgrade

As long as the Customer meets the eligibility criteria in Section 22.48.2 and the Terms and Conditions in Section 22.48.3, the Customer may purchase Services which offer features based on upgraded technology from the Telephone Company to replace one or more services listed in Section 22.48.3(B)(8) Table A. Once eligibility is determined, the Telephone Company shall waive termination penalties provided that the desired upgraded technology:

(a) Is comparable to existing Subject Services;
(b) provides substantially the same functionality as the existing Qualified Access Services;
(c) Customer agrees to purchase the upgraded technology for at least the remainder of the Term Period of this Contract Offer.

(N)

22.48.9 Termination Liability

(N)

Termination liability language described below applies in lieu of the termination liability language described in Tariff No. 48, Section 7.4.10 (C). If the Customer terminates service under this Contract Offer before the completion of the term period for any reason, the Customer must pay the Telephone Company termination charges as described in this section. These charges shall become due as of the effective date of the termination of service. The Customer must provide written notification to the Telephone Company 60 days prior to the desired date of termination of the Qualified Access Services pursuant to this Contract Offer.

If the Customer fails to meet any of the eligibility criteria as described in Section 22.48.2, or fails to meet any of the Terms and Conditions in Section 22.48.3, the Customer will be deemed to have terminated services under this Contract Offer and are payable pursuant to F.C.C. No. 2, Section 7.

If the Customer terminates this Contract Offer before the completion of the term period, the Customer's termination liability charges for termination of the contract shall be equal to:

50% of the difference between the Actual Current Annual Recurring Revenue for Qualified Access Services and the annual MARC at the time of termination, plus 50% of the annual MARC at the time of termination for each subsequent year remaining in the term period.

50% (Annual MARC - Annual Current Recurring Revenue) + 50% (Annual MARC x years remaining) = termination liability

For example, the Customer terminates the contract in Year 2 and Customer has 3 years remaining in a 5 year term period. Customer's current MARC at time of termination is $500,000 and actual recurring revenue is $ 400,000. The Termination liability charge will be as follows:

50% ($500,000 - 400,000) + 50% ($500,000 x 3) = $800,000 termination liability charge

(N)

22. Pricing Flexibility Contract Offerings

22.49 Contract Offer No. 49 – (1) Wireless Advantage Managed Services (WAMS) (1) Service Offer (D)

22.49.1 General Description

(1) Wireless Advantage Managed Services (WAMS) (1) Service Offer ("Contract Offer (D)
No. 49") is an access pricing package plan. Contract Offer No. 49 provides the
Customer with an (1) based custom network provided for the sole use of the (D)
Customer, connecting multiple customer designated locations and specified
Telephone Company Central Offices (COs) via self-healing network designs. The
scaled flat-rate pricing package includes all transport rate elements and components (D)
of the (1), DS3 and DS1 transport bandwidth that make up the Customer's network as
described in Section 22.49.3 (B) (10).

(1) Service Offer is available to Customers ordering (1) Service with a maximum of six (D)
(6) dedicated (1). The (1) Network may include any of the following services, up to the (D)
bandwidth limits as specified in Section 22.49.3 (B) (10), for the purpose of building (D)
the network architecture design: Special Access Service-(1) Service, DS3 Service,
DS1 Service and Switched Access Service-Switched Transport.

(1) Service Offer permits Customers located in Phase 1 and Phase 2 Pricing Flexibility (D)
Metropolitan Statistical Areas (hereafter referred to as MSAs) that meet Contract
Offer No. 49 Terms and Conditions listed in Section 22.49.3, to pay the rates listed in (D)
Section 22.49.4 for a new (1) Service. This contract offering is only available in the
MSAs listed in Section 22.49.3 (B) (1).

22.49.2 Services Available Under (1) WAMS (1) Service Offer (D)

(A) (1) Service Offer applies to pricing-flexibility-qualified access services contained in the following tariff sections: (D)

(1) (1). (D)
(2) (1), (D)
(3) Ameritech DS1 Service and Ameritech DS3 Service - Ameritech Tariff F.C.C. No. 2, Section 7.5.19 for Phase 1 & Section 21.5.2.7 for Phase 2 MSAs;
(4) Switched Transport - Ameritech Tariff F.C.C. No. 2, Section 6 for Phase 1 & Section 21 for Phase 2 MSAs;

(B) All terms and conditions for the qualified services listed above are governed by the respective tariff sections except as noted herein.

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(1) Material previously contained in this section has been deleted. DRS and OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 49 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.49 Contract Offer No. 49 – (1) Wireless Advantage Managed Services (WAMS) (1) Service Offer (Cont'd) (D)

22.49.3 (1) WAMS (1) Service Offer Terms and Conditions (D)

(A) Term Period

The contract term is 72 months (6 years), (the "Term Period"), commencing on the date the Telephone Company completes and Customer accepts the (1) access service order. Billing will commence no later than 30 days after the Term Period commences. This offer is not renewable. (D)

At the expiration of the Term Period, Customer may choose from the payment options in:

(1) Section 7 for (1) Service, (1) Service, and DS1 and DS3; (D)
(2) Section 6 for Switched Access Service - Switched Transport.

If at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections listed above, in the case of Switched Transport and DS1 and DS3, the Customer will automatically be billed the prevailing monthly rate found in Section 7 or 21, as applicable; and in the case of (1) Service and (1) Service, the Customer will automatically be billed the prevailing monthly extension rate found in Section 7 or 21, as applicable. (D)

During the Term Period, monthly rates for service as listed in Section 22.49.4 will not change. Rate stability under this contract term period applies only to the rates specific to Contract Offer No. 49 as listed in Section 22.49.4. Purchase of the services listed above under Contract Offer No. 49 are also subject to certain rates and charges in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 13-Additional Engineering, Additional Labor & Miscellaneous Services and 21-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 22.49.4, as applicable and such rates and charges may be modified through the filing of tariff changes at any time during the Term Period.

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(1) See footnote (1) on page 22-407

22. Pricing Flexibility Contract Offerings (Cont'd)

22.49 Contract Offer No. 49 – [1] Wireless Advantage Managed Services (WAMS) [1] Service Offer (Cont'd) (D)

22.49.3 [1] WAMS [1] Service Offer Terms and Conditions (Cont'd) (D)

(A) Term Period (Cont'd)

Purchase of the services listed above under Contract Offer No. 49 are subject to the specific terms and conditions of Section 22.49.3(B) below. Purchase of the services listed above under Contract Offer No. 49 are also subject to general terms and conditions of F.C.C.Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 6-Switched Access Service, 7-Special Access Service and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

All terms and conditions specified herein shall supersede and be controlling to the extent of any explicit conflict with any other tariff sections of the Tariff F.C.C. No. 2 now and in the future. Notwithstanding the supersedure process in the preceding sentence, such supersedure shall not apply in the event of any change to this Tariff F.C.C.No. 2 required by order of the Commission or any conflict resulting therefrom.

(B) Terms and Conditions

(1) This Contract Offer No. 49 is only available for circuits located in the following Metropolitan Statistical Areas (MSAs):

(a) Phase 1 Pricing-Flexibility MSAs: Davenport/Rock Island/Moline, Peoria/Pekin;
(b) Phase 2 Pricing-Flexibility MSAs: Champaign/Urbana, Chicago, Decatur, Rockford and Springfield, Illinois.

(2) This Contract Offer No. 49 is only available March 3, 2005 through April 3, 2005.

(3) Maintain transport facilities to Cell Sites equal to or greater than 15% of the total WAMS Network of DS3 and DS1 service;

(4) All traffic must originate or terminate at a Mobile Switching Center (MSC);

(5) The Customer will not be able to subscribe to any other contract offerings in Section 22 in conjunction with the [1] Service Offer;

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[1] See footnote (1) on page 22-407

22. Pricing Flexibility Contract Offerings (Cont'd)

22.49 Contract Offer No. 49 – (1) Wireless Advantage Managed Services (WAMS) (1) Service Offer (Cont'd) (D)

22.49.3 (1) WAMS (1) Service Offer Terms and Conditions (Cont'd) (D)

(B) Terms and Conditions (Cont'd)

(6) Services under this Contract Offer No. 49 will not be eligible for benefits under the Managed Value Plan (MVP) offering in Section 19;

(7) Except as otherwise provided in Contract Offer No. 49, Customer agrees to subscribe to this service in accordance with the regulations set forth in Section 5;

(8) If Customer should discontinue service under Contract Offer No. 49 during the Term Period, termination liability charges, if applicable, will be determined in accordance with Section 22.49.6;

(9) If, after the Customer has signed the Telephone Company's Letter of Agreement-Firm Order Commitment (LOA-FOC) and prior to commencement of the Term Period, the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation; and

(10) During the Term Period, the Customer may issue service orders aggregating up to the capacity bandwidth of the (1) Network without incurring any increase in the rates and charges set forth in Section 22.49.4. The capacity limits are: (D)

Rate Elements	Quantity	
(1)		(D)
(1)●		(D)
(1)●		(D)
(1)●		(D)
(1)●		(D)
(1)●		(D)
(1)		(D)
DS3 Ports	144	
DS3 Average Mileage*	10 Miles	
Special Access DS3 Service	72	
Switched Access-Switched Transport DS3	72	
Special Access DS1 Service	2016	
DS1 Average Mileage	10 Miles	
Switched Access-Switched Transport DS1	2016	

* Note – Additional mileage charges will apply if a single circuit increases the total average mileage above 5% of the limits set forth above. Additional mileage charges will be the prevailing monthly tariff rates as listed in Section 7 or 21, as applicable, per mile above the average of 10.

Example: The Customer has 50 DS3 circuits, total actual mileage equals 450 miles with average mileage of 9 miles (450/50). The Customer provisions a DS3 circuit on the WAMS Network with actual mileage of 50 miles. The total actual mileage equals 500 with average mileage of 9.8 miles (450+50/50+1). No additional mileage charges apply.

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(1) See footnote (1) on page 22-407

22. Pricing Flexibility Contract Offerings (Cont'd)

22.49 Contract Offer No. 49 – (1) Wireless Advantage Managed Services (WAMS) (1) Service Offer (Cont'd) (D)

22.49.3 (1) WAMS (1) Service Offer Terms and Conditions (Cont'd) (D)

(B) Terms and Conditions (Cont'd)

(11) Customers who subscribe to the Contract Offer No. 49 may move DS1 and DS3 services as listed in Section 22.49.3 (B) (10) without changing the Term Period or incurring termination liability charges. Disconnect orders associated with moves do not have to be coordinated with add orders provided the following conditions are met:

(a) New service location is within the same MSA as the original service; and
(b) Where facilities do not exist, Customer pays all applicable Special Construction charges.

(12) Customers who subscribe to Contract Offer No. 49 may disconnect DS1 and DS3 services as listed in Section 22.49.3 (B) (10) without changing the Term Period or incurring termination liability charges, nor will the rates and charges be changed as a result of the disconnect;

(13) If the Customer requests modifications to the Contract Offer No. 49 network design originally constructed for the Customer under Contract Offer No. 49, the Customer agrees to pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to: reconfiguration of existing (1), shelf rearrangements, (1) moves, (1) provisioning changes and customer premises rearrangements; (D)

(14) If the Customer requests additional bandwidth, ring nodes, ring mileage, drop ports or other service feature and functions not included in 22.49.3 (B) (10), the Customer will pay the prevailing tariff rates for those additions as contained in Section 21-Metropolitan Statistical Area Access Services;

(15) If the Customer requests that the (1) Service be converted to a different higher grade service in the same MSA covered under this contract offering, such conversions are subject to the following conditions: (D)

(a) If the aggregate of the monthly payments with respect to the upgraded service over the term of such service (the "Upgrade Service Revenue Value") is equal to or greater than the aggregate of the monthly payments with respect to Contract Offer No. 49 over the remainder of the Term Period (the "Existing Service Revenue Value"), the upgrade is allowable;

(b) If the Upgrade Service Revenue Value is less than the Existing Service Revenue Value, the upgrade is not allowed, unless the Customer makes a one-time payment equal to the difference between the Upgrade Service Revenue and the Existing Service Revenue Value. This payment must be made before the Telephone Company begins work on the requested upgrade.

(1) See footnote (1) on page 22-407

22. Pricing Flexibility Contract Offerings (Cont'd)

22.49 Contract Offer No. 49 – [1] Wireless Advantage Managed Services (WAMS) [1] Service Offer (Cont'd) (D)

22.49.3 [1] WAMS [1] Service Offer Terms and Conditions (Cont'd) (D)

(B) Terms and Conditions (Cont'd)

(15) (Cont'd)

(c) If the upgrade is not allowable and if the Customer elects not to make an up-front payment, but the Customer notifies the Telephone Company in writing of its desire to convert to the upgraded service, then the Telephone Company will terminate Contract Offer No. 49 and assess termination liability as determined in accordance with Section 22.49.6.

(16) The Telephone Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of the Telephone Company's business. Notice will be provided utilizing mutually agreed upon methods. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the Customer to determine reasonable notification requirements including any advance notification as applicable.

(17) If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 49 pursuant to Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in Section 2.1.2 are fulfilled unless the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

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[1] See footnote (1) on page 22-407

22. Pricing Flexibility Contract Offerings (Cont'd)

22.49 Contract Offer No. 49 – (1) Wireless Advantage Managed Services (WAMS) (1) Service Offer (Cont'd) (D) (D)

22.49.3 (1) WAMS (1) Service Offer Terms and Conditions (Cont'd) (D)

(B) Terms and Conditions (Cont'd)

(17) (Cont'd)

(b) (Cont'd)

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

22.49.4 Rates and Charges:

Non-Recurring Charges (NRC):

(D)
(D)

Charge	USOC	NRC
(1)		
(1)		

Monthly Recurring Charges (MRC):

Months	MRC
1 to 12	$237,684
13 to 24	$332,867
25 to 36	$432,081
37 to 48	$555,957
49 to 60	$598,533
61 to 72	$598,533

22.49.5 Credit Allowance for Service Interruptions

(A) When a Credit Allowance Applies

The credit allowance language contained below applies in lieu of credit allowance language contained in Section 2. These credits are exclusive to Contract Offer No. 49 and no other credits from any other service assurance plans in other sections of the tariff will be applicable.

A service interruption occurs when any circuit becomes unusable to the Customer because of a failure of a facility component used to furnish service under this Contract Offer No. 49 or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the Customer. An interruption period starts when an unusable circuit is reported to the Telephone Company within 24 hours of the interruption, and ends when the circuit is usable. The Telephone Company may require joint out of service testing and correction of the interruption. In case of a service interruption, allowance for the period of interruption, if not due to the negligence of the Customer shall be as follows:

(1) See footnote (1) on page 22-407

22. Pricing Flexibility Contract Offerings (Cont'd)

22.49 Contract Offer No. 49 – (1) Wireless Advantage Managed Services (WAMS) (1) Service Offer (Cont'd) (D)

22.49.5 Credit Allowance for Service Interruptions (Cont'd)

(A) When a Credit Allowance Applies (Cont'd)

DS3/DS1 Service Circuits and Switched Access Service-Switched Transport DS3:

(1) The Customer shall be credited for an interruption of service of one (1) minute or more at the fixed rate credit shown below per circuit:

(a) DS3 Service:	$831
(b) Switched Access Service-Switched Transport DS3:	$377
(c) DS1 Service:	$185

In any monthly billing period, as a result of an interruption of service, the total fixed rate credit per circuit will not exceed the specified amount shown in the following table:

(a) DS3 Service:	$831
(b) Switched Access Service-Switched Transport DS3:	$377
(c) DS1 Service:	$185

In any monthly billing period, as a result of an interruption of service, the total credit for all circuits will not exceed the amounts listed below:

(a)Year 1	$112,493
(b)Year 2	$207,676
(c)Year 3	$306,890
(d)Year 4	$430,766
(e)Year 5	$473,342
(f) Year 6	$473,342

These credits are in addition to the credits in (2) and (3) below.

(1) (D)

(2) The Customer shall be credited a fixed rate credit per (1) when a (1) connection experiences a service interruption of one (1) minute or more. (D)

(a) Ameritech (1) Service per (1): $18,083 (D)

In any monthly billing period, as a result of an interruption of service, the total fixed rate credit per (1) will not exceed the specific amount shown below for that particular node: (D)

(b) Ameritech (1) Service per (1): $18,083 (D)

These credits are in addition to the credits in (1) above and (3) below.

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(1) See footnote (1) on page 22-407

22. Pricing Flexibility Contract Offerings (Cont'd)

22.49 Contract Offer No. 49 – (1) Wireless Advantage Managed Services (WAMS) (1) Service Offer (Cont'd) (D)

22.49.5 Credit Allowance for Service Interruptions (Cont'd)

(A) When a Credit Allowance Applies (Cont'd)

(1) (D)

(3) The Customer shall be credited for an interruption of service of one (1) minute or more at the fixed rate credit shown below per circuit:

(a) (1) Service per (1) Circuit:	$1,043	(D)
(b) (1) Service per (1) Circuit:	$348	(D)

In any monthly billing period, as a result of an interruption of service, the total credit per circuit will not exceed the specific amount shown below for that particular circuit:

(c) (1) Service per (1) Circuit:	$1,043	(D)
(d) (1) Service per (1) Circuit:	$348	(D)

These credits are in addition to the credits in (1) and (2) above. (D)

Example: When an (1) provisioned with one (1) (1) circuit, three (3) Ameritech DS3s and one hundred (100) Special Access DS1s experience a service interruption for all of these elements for one (1) minute or more, the following fixed rate credits will apply:

DESCRIPTION	QTY	CREDIT	AMOUNT	
(1)				(D)
(1)				(D)
Special Access DS3	3	$831	$ 2,493	
Special Access DS1	100	$185	$ 18,500	
Total Credit Allowance			$ 40,119	

(B) When a Credit Allowance Does Not Apply

(1) Interruptions caused by the negligence of the Customer.

(2) Interruptions of a service caused by the failure of equipment or systems provided by the Customer or others on behalf of the Customer.

(3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.

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(1) See footnote (1) on page 22-407

22. Pricing Flexibility Contract Offerings (Cont'd)

22.49 Contract Offer No. 49 – (1) Wireless Advantage Managed Services (WAMS) (1) Service Offer (Cont'd) (D)

22.49.5 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Does Not Apply (Cont'd)

(4) Interruptions of a service when the Customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.

(5) For service provided under a Shared Facility Credit/Shared Facility Channel Service arrangement, only those Customers who notify the Telephone Company of a service outage will receive a credit allowance.

(6) Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

(7) Periods of temporary discontinuance as set forth in Section 2.2.1(B) preceding. The Telephone Company shall provide the Customer with prompt written notice specifying the basis of the Telephone Company's determination that temporary discontinuance of the use of a service has been required.

(8) Periods of interruption as set forth in Section 13.3.1.

(9) Interruptions caused by or related to work stoppages, governmental orders, civil commotions, insurrections, riots, and criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control.

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(1) See footnote (1) on page 22-407

22. Pricing Flexibility Contract Offerings (Cont'd)

22.49 Contract Offer No. 49 – [1] Wireless Advantage Managed Services (WAMS) [1] Service Offer (Cont'd) (D)

22.49.6 Termination Liability

Termination liability as described below applies in lieu of the termination liability described in Section 7.4.10(C). If Customer terminates the Contract Offer No. 49 before the completion of the term for any reason other than due to "Excessive Service Outages" as defined below or an upgrade as may be allowed under Section 22.49.3 (B) (15), Customer agrees to pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination of service. Customer's termination liability for termination of service shall be equal to:

- 50% of all recurring charges for the balance of Customer's 6 years (72 month) term.

The termination liability charge would be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: Customer terminates service after three years and has thirty-six months remaining in a seventy-two month term plan.

The termination liability would be calculated as:

Year	Months		Monthly Recurring Rate		Termination Percentage	Termination Liability Charges
4	12	X	$555,957.00	X	.50	$3,335,742
5	12	X	$598,533.00	X	.50	$3,591,198
6	12	X	$598,533.00	X	.50	$3,591,198
					Total	$10,518,138

(D)

An Excessive Service Outage occurs when the [1] experiences simultaneous equipment service interruptions of both the working and protection path of the network and the service interruptions have not been excepted from treatment for a credit allowance under Section 22.49.5(B) above. If during any consecutive twelve (12) month period there are more than two (2) Excessive Service Outages, the Customer may terminate its purchase of service under Contract Offer No. 49 without incurring termination liability charges. Such termination shall be effective two hundred and forty (240) calendar days following delivery of written notice to the Telephone Company and notice of intent to terminate service must be given within thirty (30) calendar days of the third or any subsequent Excessive Service Outage within the same consecutive twelve (12) month period.

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[1] See footnote (1) on page 22-407

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22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 50 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. (1) (D)

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(1) See footnote (1) on page 22-418

22. [1] (D)

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[1] See footnote (1) on page 22-418

22. [1] (D)

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[1] See footnote (1) on page 22-418

(This page filed under Transmittal No. 1666)

22. [1] (D)

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[1] See footnote (1) on page 22-418

22. [1] (D)

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[1] See footnote (1) on page 22-418

22. [(1)] (D)

[(1)] See footnote (1) on page 22-418

22. [1] (D)

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[1] See footnote (1) on page 22-418

22. (1) (D)

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(1) Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 51 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-426

22. [1] (D)

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[1] See footnote (1) on page 22-426

22. [1] (D)

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[1] See footnote (1) on page 22-426

22. [1] (D)

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[1] See footnote (1) on page 22-426

22. [1] (D)

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[1] See footnote (1) on page 22-426

22. [1] (D)

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[1] See footnote (1) on page 22-426

22. [1] (D)

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[1] See footnote (1) on page 22-426

22. [1] (D)

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[1] See footnote (1) on page 22-426

ACCESS SERVICE

22. (1) (D)

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(1) Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 52 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-435

22. [1] (D)

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[1] See footnote (1) on page 22-435

22. [1] (D)

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[1] See footnote (1) on page 22-435

22. Pricing Flexibility Contract Offerings

(N)

22.53 Contract Offer No. 53 – DS3 Transport Service Offer

22.53.1 General Description

Contract Offer No. 53 - DS3 Transport Service Offer is an access discount pricing plan that provides the Customer with discounted rates for new facilities configured as described in Section 22.53.4 (B). Qualified services under Contract Offer No. 53 are only available in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSA), as described in Section 22.53.3 (1). Contract Offer No. 53 is available for subscription April 16, 2005 through May 16, 2005. This Contract Offer is not renewable.

22.53.2 Subject Services Available under Contract Offer No. 53

Contract Offer No. 53 applies to pricing-flexibility-qualified services (hereafter referred to as Subject Services) contained in the following tariff section:

(1) DS3 Service - Ameritech Operating Companies Tariff F.C.C. No. 2, Section 21.5.2.7.

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

22.53.3 Eligibility Criteria

The following eligibility criteria must be met in order to purchase Subject Services pursuant to Contract Offer No. 53:

(1) Service must be located in the following Pricing Flexibility MSA: Columbus, OH; Cleveland/Loraine/Elyria, OH;

(2) Customer must purchase thirteen (13) new DS3 facilities as described in Section 22.53.4 (B) herein.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.53 Contract Offer No. 53 – DS3 Transport Service Offer (Cont'd) (N)

22.53.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is for five (5) years commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's completion the first Access Service Request submitted by the Customer for Subject Services pursuant to this Contract Offer.

If the Customer elects to continue services at the expiration of the Term Period, the Customer may; by written notification to the Telephone Company within 60 days prior to the expiration of the Term Period:

(1) Extend rates, terms and conditions of this Contract Offer for only one additional one (1) year term; or
(2) Select from the payment options as described in Section 21.5.2.7.

If, at the expiration of the Term Period, the Customer does not elect an option as described above, the Subject Services will be converted to the prevailing applicable monthly extension rates found in Section 21.5.2.7.

(B) Terms and Conditions

(1) Contract Offer No. 53 is only available April 16, 2005 through May 16, 2005.

(2) Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(3) Customer must purchase thirteen (13) new DS3 facilities as follows:
  (a) Ten (10) new DS3 facilities within 30 days from the date the Telephone Company receives the completed LOS ordered as follows:

    (i) Eight (8) within the Columbus MSA; and
    (ii) Two (2) within the Cleveland MSA;

  (b) Three (3) new DS3 facilities by January 1, 2006 within the Columbus MSA.

(4) Each DS3 facility must be configured as follows:
  (a) Channel mileage must be at least one (1), but not greater than fifteen (15) miles;
  (b) 'A' location must be cross connected to Customer designated facilities; and
  (c) 'Z' location must be multiplexed (DS3 to DS1).

(5) Total channel mileage for all thirteen (13) DS3 facilities can not exceed ninety (90) miles. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.53 Contract Offer No. 53 – DS3 Transport Service Offer (Cont'd)

22.53.4 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(6) Rate stability under the Term Period applies only to the rates specific to Contract Offer No. 53 as listed in Section 22.53.7.

(7) Customer must subscribe to the services available under Contract Offer No. 53 in accordance with the regulations set forth in Section 5-Ordering Options for Switched & Special Access Services.

(8) Purchase of the services listed above under Contract Offer No. 53 are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in Contract Offer No 53.

(9) Customer must pay all Special Construction associated with provisioning of Subject Services.

(10) Customer will not be able to subscribe to or include Subject Services in any future promotional contract offering, or discount plan in conjunction with this Contract Offer.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.53 Contract Offer No. 53 – DS3 Transport Service Offer (Cont'd)

22.53.5 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 53 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.53.6 Mergers and Acquisitions

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

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.53 Contract Offer No. 53 – DS3 Transport Service Offer (Cont'd) (N)

22.53.7 Rates and Charges

Customer must pay the following Monthly Recurring Charge (MRC) for each DS3 facility.

Monthly Recurring Charge (MRC):$569.00

Rate Elements Included in MRC	Applicable USOC	Included Qty
Channel Mileage Termination	CZ4X*	2
Channel Mileage (up to 15 miles)	1YZX*	1
(where * = Zone 1,2,3,4 or 5)		

Any rate elements not described herein will continue to be billed at tariff rates as described in Section 21.5.2.7.

Non-recurring charges (NRC) will apply as described in Section 21.5.2.7.

22.53.8 Termination Liability

If Customer terminates Contract Offer No. 53 or individual Subject Services included under this Contract Offer, the termination liability language contained below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 21. Customer must pay to the Telephone Company termination liability charges as described below if Customer terminates this Contract Offer before the completion of the term period for any reason, or if Customer is not in compliance with Terms and Conditions in Section 22.53.4. These charges shall become due as of the effective date of the termination and are payable within 30 days of the billing invoice date.

Customer's termination liability charges for termination of service shall be equal to 50% of all recurring charges for the balance of the Customer's five (5) year Term Period, and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 50%)

Example: Customer has $200,000 in Monthly Recurring Charges. If Customer terminates service after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month term period, then the termination liability would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Liability

(N)

(This page filed under Transmittal No. 1459)

22. Pricing Flexibility Contract Offerings

22.54 Contract Offer No. 54 – MVP [1] Service Offer (D)

22.54.1 General Description

(D)

Managed Value Plan (MVP) [1] Service Offer (Contract Offer No. 54) permits MVP Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.54.4 for the purchase of one (1) new [1] Service and subtending DS3 and DS1 Special Access Service transport bandwidth. (D)

22.54.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to purchase Contract Offer No. 54:

(1) Service must be located in Pricing Flexibility MSA: Detroit/Ann Arbor, Michigan;
(2) Customer must purchase one (1) new [1] Service within thirty (30) days of subscribing to Contract Offer No. 54; and (D)
(3) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(B) Contract Offer No. 54 applies to pricing flexibility qualified access services contained in the following tariff sections:

(D)

(1) [1]; and
(2) DS1 Service and DS3 Service – Ameritech Tariff F.C.C. No. 2, Section 21

(C) Contract Offer No. 54 is only available to Customers who are currently subscribing to MVP, F.C.C. No. 2, Section 19 with a maximum of 12 months remaining on their current MVP agreement term; and

(D) All terms and conditions for the qualified access services listed above are governed by their respective tariff sections except as noted herein.

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[1] Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 54 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.54 Contract Offer No. 54 – MVP [1] Service Offer (Cont'd) (D)

22.54.3 Terms and Conditions

(A) Term Period

The contract term is three (3) years (Term Period), commencing on the date billing begins. Billing commences for the new [1] Service no later than 30 days after the Telephone Company's completion of the access service order. This offer is not renewable. (D)

At the expiration of the Term Period the Customer must:

(1) Submit a one (1) time request in writing to the Telephone Company sixty (60) days before Contract Offer No. 54 expiration, to extend Contract Offer No. 54 for twelve (12) months; or

(2) Choose from the payment options as described in:

(a) Section 7 for [1] Service; and (D)
(b) Section 7 for DS3 and DS1 Service.

If at the expiration of the Term Period or the expiration of the twelve (12) month Contract Offer No. 54 extension , the Customer does not choose to disconnect or select a payment option from the sections above, for DS1 and DS3 service, the Customer will be converted to the monthly rates found in Section 21.5.2 or Section 7; and for [1] Service, the Customer will be converted to the monthly extension rates found in Section 21.5.2 or Section 7, as applicable. (D)

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 54 as listed in Section 22.54.5. Purchase of the services listed above under Contract Offer No. 54 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in Contract Offer No 54.

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[1] See footnote (1) on page 22-444

22. Pricing Flexibility Contract Offerings (Cont'd)

22.54 Contract Offer No. 54 – MVP [1] Service Offer (Cont'd) (D)

22.54.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer No. 54 is only available April 23, 2005 through May 23, 2005;

(2) Customers will receive the discounted rates, as described in Section 22.54.4 (A) - (D), for [1], DS1 and DS3 services for new installations only; (D)

(3) Customer must submit a Letter of Subscription (LOS) to the Telephone Company;

(4) If the Customer should discontinue service under Contract Offer No. 54 during the Term Period, termination liability charges will apply in accordance with Section 22.54.7;

(5) Customer must subscribe to the services available under this Contract Offer No. 54 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(6) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS and /or Access Service Request (ASR), cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(7) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 54, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include but are not limited to reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(8) The Customer will not be able to subscribe to any other contract offering in Section 22 in conjunction with Contract Offer No. 54 that might be offered by the Telephone Company for services covered under this Contract Offer 54;

(9) Services under Contract Offer No. 54 will be eligible for discounts under the Managed Value Plan (MVP) offer in Section 19; and

[1] See footnote (1) on page 22-444

22. Pricing Flexibility Contract Offerings (Cont'd)

22.54 Contract Offer No. 54 – MVP [1] Service Offer (Cont'd) (D)

22.54.3 Terms and Conditions (Cont'd)

(B) (Cont'd)

(10) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 54 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;
(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

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[1] See footnote (1) on page 22-444

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.54 Contract Offer No. 54 – MVP (1) Service Offer (Cont’d) (D)

22.54.4 Rates and Charges

(A) (1) Service Rates and Charges: (D)
Customer must pay the following Nonrecurring Charges (NRC) and Monthly Recurring Charge (MRC) for the new (1) Service: (D)

Nonrecurring Charges (NRC):
Customer must pay the Nonrecurring Charges as listed in Section 7 or Section 21, if applicable; and

Monthly Recurring Charge (MRC):
(1) Service $177,453.00 (D)

The (1) Service MRC includes the following components: (D)

RATE ELEMENTS	USOC	MRC
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

(D)

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(1) See footnote (1) on page 22-444

22. Pricing Flexibility Contract Offerings (Cont'd)

22.54 Contract Offer No. 54 – MVP (1) Service Offer (Cont'd) (D)

22.54.4 Rates and Charges (Cont'd)

(B) (1) Additional Services Rates and Charges: (D)
Customer must subscribe to the following additional (1) services at the MRC rates below: (D)

RATE ELEMENTS	USOC	RATES
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

If a (1) is added after the initial installation of the (1), the new (1) will be co-terminus with the initial Term Period. However, if a (1) is added during the last 12 (twelve) months or less of the Term Period, the customer will be billed the (1) MRC for a minimum period of 12 (twelve) months. (D)

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(1) See footnote (1) on page 22-444

22. Pricing Flexibility Contract Offerings (Cont'd)

22.54 Contract Offer No. 54 – MVP [1] Service Offer (Cont'd) (D)

22.54.4 Rates and Charges (Cont'd)

(C) During the Term Period, the Customer must subscribe to the following DS1 subtending services, up to the capacity of the [1], at the MRC rates below: (D)

(1) Local Distribution Channel (LDC) – Per Point of Termination - Terminating Bit Rate 1.544 Mbps:

DS1 Service LDC -Zone	USOC	MRC
Zone 1	TZ4X1	$ 99.36
Zone 2	TZ4X2	$ 107.64
Zone 3	TZ4X3	$ 118.68
Zone 4	TZ4X4	$ 126.96
Zone 5	TZ4X5	$ 134.32

(2) Channel Mileage Termination (CMT) – Per Point of Termination - Terminating Bit Rate 1.544 Mbps:

DS1 Service CMT -Zone	USOC	MRC
Zone 1	CZ4X1	$ 35.51
Zone 2	CZ4X2	$ 36.25
Zone 3	CZ4X3	$ 43.61
Zone 4	CZ4X4	$ 52.44
Zone 5	CZ4X5	$ 54.28

(3) Channel Mileage (CM) – Per Mile - Bit Rate 1.544 Mbps:

DS1 Service CM -Zone	USOC	MRC
Zone 1	1YZX1	$ 14.12
Zone 2	1YZX2	$ 14.54
Zone 3	1YZX3	$ 14.86
Zone 4	1YZX4	$ 15.27
Zone 5	1YZX5	$ 16.28

(4) Central Office Multiplexing – Per Arrangement - DS1 to Voice/Base Rate:

DS1 Service MUX -Zone	USOC	MRC
Zone 1	QMVX1	$ 179.40
Zone 2	QMVX2	$ 181.24
Zone 3	QMVX3	$ 187.68
Zone 4	QMVX4	$ 196.88
Zone 5	QMVX5	$ 202.40

When a DS1 is added to the [1], the DS1 will be co-terminus with the initial Term Period. (D)

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[1] See footnote (1) on page 22-444

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.54 Contract Offer No. 54 – MVP [1] Service Offer (Cont'd) (D)

22.54.4 Rates and Charges (Cont'd)

(D) During the Term Period, the Customer must subscribe to the following DS3 subtending services, up to the capacity of the [1], at the MRC rates below: (D)

(1) Local Distribution Channel (LDC) – Per Point of Termination - Terminating Bit Rate 44.736 Mbps:

DS3 Service LDC - Zone	USOC	MRC
Zone 1	TZUP1	$ 1,131.60
Zone 2	TZUP2	$ 1,140.80
Zone 3	TZUP3	$ 1,196.00
Zone 4	TZUP4	$ 1,214.40
Zone 5	TZUP5	$ 1,232.80

(2) Channel Mileage Termination (CMT) – Per Point of Termination:

DS3 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$ 248.40
Zone 2	CZ4X2	$ 253.00
Zone 3	CZ4X3	$ 276.00
Zone 4	CZ4X4	$ 325.68
Zone 5	CZ4X5	$ 328.44

(3) Channel Mileage (CM) – Per Mile:

DS3 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$ 55.20
Zone 2	1YZX2	$ 57.50
Zone 3	1YZX3	$ 59.80
Zone 4	1YZX4	$ 69.00
Zone 5	1YZX5	$ 70.38

(4) Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1:

DS3 Service 3/1 MUX - Zone	USOC	MRC
Zone 1	QM3X1	$ 437.00
Zone 2	QM3X2	$ 446.20
Zone 3	QM3X3	$ 460.00
Zone 4	QM3X4	$ 483.00
Zone 5	QM3X5	$ 492.20

When a DS3 is added to the [1], the DS3 will be co-terminus with the initial Term Period. However, if a DS3 is added during the last 12 months or less of the Term Period, the customer will be billed the DS3 MRC for a minimum period of 12 (twelve) months. (D)

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[1] See footnote (1) on page 22-444

22. Pricing Flexibility Contract Offerings (Cont'd)

22.54 Contract Offer No. 54 – MVP (1) Service Offer (Cont’d) (D)

22.54.5 Discounts for MVP Customers Re-establishing their MARC

Current MVP Customers may re-establish their MARC, in accordance with the regulations defined in Section 19.3(C)(2) to include billed recurring revenue under this Contract Offer. If the Customer elects to re-establish their MARC, without requesting renewal of its current MVP agreement, the Customer will pay the discounted rates for services under Contract Offer No. 54 as described below for the next billing period following the expiration of the existing MVP Term Period. The rates listed below will remain in effect until the expiration of the Term Period of this Contract Offer:

(A) (1) Service Rates and Charges: (D)
Nonrecurring Charges (NRC):
Customer must pay the Nonrecurring Charges as listed in Section 7 or Section 21, if applicable; and

Monthly Recurring Charge (MRC):
(1) Service $163,257.00 (D)

The (1) Service MRC includes the following components: (D)

(D)

RATE ELEMENTS	USOC	MRC
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

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(1) See footnote (1) on page 22-444

22. Pricing Flexibility Contract Offerings (Cont'd)

22.54 Contract Offer No. 54 – MVP (1) Service Offer (Cont'd) (D)

22.54.5 Rates and Charges (Cont'd)

(B) (1) Additional Services Rates and Charges: (D)
Customer must subscribe to the following additional (1) services at the MRC rates below: (D)

RATE ELEMENTS	USOC	RATES
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

If a (1) is added after the initial installation of the (1), the new (1) will be co-terminus with the initial Term Period. However, if a (1) is added during the last 12 (twelve) months or less of the Term Period, the customer will be billed the (1) MRC for a minimum period of 12 (twelve) months. (D)

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(1) See footnote (1) on page 22-444

22. Pricing Flexibility Contract Offerings (Cont'd)

22.54 Contract Offer No. 54 – MVP [1] Service Offer (Cont'd) (D)

22.54.5 Rates and Charges (Cont'd)

(C) During the Term Period, the Customer must subscribe to the following DS1 subtending services, up to the capacity of the [1], at the MRC rates below: (D)

(1) Local Distribution Channel (LDC) – Per Point of Termination - Terminating Bit Rate 1.544 Mbps:

DS1 Service LDC - Zone	USOC	MRC
Zone 1	TZ4X1	$ 91.41
Zone 2	TZ4X2	$ 99.03
Zone 3	TZ4X3	$ 109.19
Zone 4	TZ4X4	$ 116.80
Zone 5	TZ4X5	$ 123.57

(2) Channel Mileage Termination (CMT) – Per Point of Termination - Terminating Bit Rate 1.544 Mbps:

DS1 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$ 32.67
Zone 2	CZ4X2	$ 33.35
Zone 3	CZ4X3	$ 40.12
Zone 4	CZ4X4	$ 48.24
Zone 5	CZ4X5	$ 49.94

(3) Channel Mileage (CM) – Per Mile - Bit Rate 1.544 Mbps:

DS1 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$ 12.99
Zone 2	1YZX2	$ 13.37
Zone 3	1YZX3	$ 13.67
Zone 4	1YZX4	$ 14.05
Zone 5	1YZX5	$ 14.98

(4) Central Office Multiplexing – Per Arrangement - DS1 to Voice/Base Rate:

DS1 Service MUX - Zone	USOC	MRC
Zone 1	QMVX1	$ 165.05
Zone 2	QMVX2	$ 166.74
Zone 3	QMVX3	$ 172.67
Zone 4	QMVX4	$ 181.13
Zone 5	QMVX5	$ 186.21

When a DS1 is added to the [1], the DS1 will be co-terminus with the initial Term Period. (D)

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[1] See footnote (1) on page 22-444.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.54 Contract Offer No. 54 – MVP [1] Service Offer (Cont'd) (D)

22.54.5 Rates and Charges (Cont'd)

(D) During the Term Period, the Customer must subscribe to the following DS3 subtending services, up to the capacity of the [1], at the MRC rates below: (D)

(1) Local Distribution Channel (LDC) – Per Point of Termination - Terminating Bit Rate 44.736 Mbps:

DS3 Service LDC - Zone	USOC	MRC
Zone 1	TZUP1	$ 1,041.07
Zone 2	TZUP2	$ 1,049.54
Zone 3	TZUP3	$ 1,100.32
Zone 4	TZUP4	$ 1,117.25
Zone 5	TZUP5	$ 1,134.18

(2) Channel Mileage Termination (CMT) – Per Point of Termination:

DS3 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$ 228.53
Zone 2	CZ4X2	$ 232.76
Zone 3	CZ4X3	$ 253.92
Zone 4	CZ4X4	$ 299.63
Zone 5	CZ4X5	$ 302.16

(3) Channel Mileage (CM) – Per Mile:

DS3 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$ 50.78
Zone 2	1YZX2	$ 52.90
Zone 3	1YZX3	$ 55.02
Zone 4	1YZX4	$ 63.48
Zone 5	1YZX5	$ 64.75

(4) Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1:

DS3 Service 3/1 MUX - Zone	USOC	MRC
Zone 1	QM3X1	$ 402.04
Zone 2	QM3X2	$ 410.50
Zone 3	QM3X3	$ 423.20
Zone 4	QM3X4	$ 444.36
Zone 5	QM3X5	$ 452.82

When a DS3 is added to the [1], the DS3 will be co-terminus with the initial Term Period. However, if a DS3 is added during the last 12 months or less of the Term Period, the customer will be billed the DS3 MRC for a minimum period of 12 (twelve) months. (D)

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[1] See footnote (1) on page 22-444.

22. Pricing Flexibility Contract Offering (Cont'd)

22.54 Contract Offer No. 54 – MVP (1) Service Offer (Cont'd) (D)

22.54.6 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates Contract Offer 54 before the completion of the Term Period for any reason, Customer must pay to the Telephone Company termination liability charges as described below. These charges will become due as of the effective date of the termination and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of service will be equal to:

(a) 50% of all monthly recurring charges for the balance of the Customer's three (3) year Term Period; or

(b) 50% of all monthly recurring charges for the balance of the Customer's one (1) year Term Period extension, if the Customer terminates service after the three (3) year Term Period and before the end of the one (1) year Term Period extension, if applicable.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: Customer with a $200,000 monthly recurring charge terminates service after one (1) year and has twenty-four (24) months remaining in a three (3) year term plan. The termination liability would be calculated as:

$200,000 X 24 X 50% = $2,400,000 termination liability charge.

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(1) See footnote (1) on page 22-444

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 55 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-457

22. [1] (D)

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[1] See footnote (1) on page 22-457

22. [1] (D)

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[1] See footnote (1) on page 22-457

22. Pricing Flexibility Contract Offerings

22.56 Contract Offer No. 56 – DS1, DS3 and [1] Service Offer (D)

22.56.1 General Description

DS1, DS3 and [1] Service Offer (Contract Offer No. 56) is an access discount plan that offers Customers located in Phase 1 and Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) listed in Section 22.56.2 (A) (2), to pay the rates described in Section 22.56.8, for existing and new DS1 and DS3 special access services upon subscription to this Contract Offer. Contract Offer No. 56 is available to any Customer with at least $3,600,000 in cumulative annual revenue for subject services as described in Section 22.56.2 (B). The Customer must meet the eligibility criteria as set forth in Section 22.56.2 and also must comply with the terms and conditions set forth in Section 22.56.3. (D)

Contract Offer No. 56 requires that the Customer maintain a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year Term Period. In the event the Customer does not meet its MARC as of each anniversary date of each term year, Customer must remit a shortfall payment through the Annual True-up Process set forth in Section 22.56.5 (E). Notwithstanding the obligation to pay such shortfall, if the Customer does not comply with Section 22.56.5 (E), termination liability charges, in accordance with Section 22.56.9 shall apply.

Contract Offer No. 56 is only available only from May 24, 2005 through June 24, 2005.

22.56.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive discounts under Contract Offer No. 56:

(1) Service must be a pricing-flexibility-qualified access service, described in Section 22.56.2(B);

(2) Service must be in one of the following Pricing Flexibility MSAs: Columbus, OH; Akron, OH; Cleveland, OH; Dayton, OH; and Toledo, OH;

(3) Customer must have a minimum of $3,600,000 in cumulative annual recurring revenue for DS1, DS3 and [1] Services in the following SBC Company: Ameritech. (D)

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[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 56 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.56 Contract Offer No. 56 – DS1, DS3 and (1) Service Offer (Cont'd) (D)

22.56.2 Eligibility Criteria (Cont'd)

(B) Contract Offer No. 56 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Ameritech DS1/DS3 Service - Ameritech Tariff F.C.C. No 2, Section 7.5.9 for Phase 1 and Section 21.5.2.7 for Phase 2 MSA's

(2) (1). (D)

All terms and conditions for the Subject Services listed above are governed by their respective tariff sections except as noted herein.

22.56.3 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) is five (5) years, commencing on the date the Telephone Company receives the completed Letter of Subscription (LOS) from the Customer. This offer is not renewable.

If the Customer elects to continue services at the expiration of the Term Period, the Customer may select from payment options in Sections 7.5.9, (1) for Phase 1 MSAs and Section 21.5.7, (1) and (1) for Phase 2 MSAs. (D) (D)

If, at the expiration of the Term Period, the Customer does not elect a payment option as described above, the Subject Services under this Contract Offer will be converted to the prevailing monthly extension rates found in Section 21.5.2.7 (C), (1) and (1) for Phase 2 MSAs. (D)

Rate stability under this Contract offer applies only to the rates specific to Contract Offer No. 56.

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(1) See footnote (1) on page 22-461

22. Pricing Flexibility Contract Offerings (Cont'd)

22.56 Contract Offer No. 56 – DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.56.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer No. 56 is available only from May 24, 2005 through June 24, 2005;

(2) To subscribe to Contract Offer No. 56, the Customer must submit a Letter of Subscription to the Telephone Company;

(3) If the Customer should discontinue service under Contract Offer No. 56 during the Term Period, termination liability charges will apply in accordance with Section 22.56.9;

(4) If the Customer requests modifications to the Contract Offer No. 56 network design originally constructed for the Customer under Contract Offer No.56, the Customer must pay the Telephone Company time and material charges for each modification, as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(5) If the Customer requests additional service features and functions not included in 22.56.2.(B), the Customer must pay the applicable tariff rates for those additions as contained in Section 21-Metropolitian Statistical Area Access Services;

(6) The Customer cannot subscribe to or include Subject Services subscribed to under this Contract Offer in any other contract offering;

(7) Subject Services under this Contract Offer will not be eligible for additional discounts under the Managed Value Plan (MVP) offering in Section 19;

(8) Purchase of the Subject Services listed above under this Contract Offer are also subject to general terms and conditions of FCC Tariff No.2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the term of the service;

(9) The Customer must be current on billing for existing services within 60 days after subscribing to this Contract Offer, and must remain current throughout the Term Period.

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[1] See footnote (1) on page 22-461

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.56 Contract Offer No. 56 – DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.56.4 Portability of Existing Subject Services

The Telephone Company will waive otherwise applicable termination liability charges for moves and/or disconnection of existing Subject Services, provided that the Customer complies with the terms and conditions of this Contract Offer, including but not limited to Sections 22.56.3 and 22.56.5. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for those charges on a quarterly basis. To receive the credits or a waiver of termination liability charges for such moves and/or disconnects, the following conditions must be met:

(A) The Customer must be in compliance with all terms and conditions of this Contract Offer;

(B) DS3, [1] and [1] services must have been in service for a minimum of one (1) year from the original installation date; (D)

(C) [1] and [1] services must have been in service for a minimum of three (3) years from the original installation date; and (D)

(D) If the Customer fails to meet the MARC on a contract anniversary date pursuant to Section 22.56.5, fails to pay the Annual True Up as defined in Section 22.56.5 (E), or otherwise terminates this Contract Offer prior to the end of the Term Period, the Customer must pay the previous 12 months termination liability charges previously waived or credited by the Telephone Company.

22.56.5 Minimum Annual Revenue Commitment (MARC)

(A) Establishment of the MARC

The Customer must establish and maintain a MARC as provided in this Contract Offer. The MARC for the first year of the Term Period (Year 1) will be established when the Telephone Company receives the Letter of Subscription (LOS) from the Customer. For purposes of calculating the MARC for Year 1, recurring annual revenue for all existing and new Subject Services pursuant to this Contract Offer shall be included in the calculation of the Year 1 MARC.

(B) Determining the Minimum Annual Revenue Commitment

(1) The MARC shall be calculated as the sum of the recurring revenue for all Subject Special Access Services of the previous three (3) months of the contract year, multiplied by four(4).
(2) Example: Customer achieves $1,000,000 in previous three months of the contract year. The $1,000,000 is multiplied by 4 for a new MARC of $4,000,000.

$1,000,000 X 4 = $4,000,000

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[1] See footnote (1) on page 22-461

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.56 Contract Offer No. 56 – DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.56.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Determining the Minimum Annual Revenue Commitment (Cont'd)

(3) The Customer's MARC for Year 1 shall be $3,600,000, or the MARC as calculated for the year prior (previous 3 months times 4) to the effective date of this contract offer, whichever is greater.

(4) The MARC for Years 2, 3, 4, and 5 will be reviewed and re-established on an annual basis, effective on the Contract anniversary dates.

If, for any year the recalculated MARC is greater than the previous years MARC, the newly recalculated MARC will apply. If the recalculated MARC is less than the previous years MARC, the previous year's MARC will carry over for the new year.

Example of Year 2 MARC Establishment: Customer's Year 1 MARC is established at $3,600,000. At the end of Year 1, the total recurring revenue of the previous three (3) months totaled $1,000,000. Multiply that number by 4, and the Customer's Year 2 MARC equals $4,000,000.

$1,000,000 X 4 = $4,000,000

(C) Failure to Achieve the MARC

If the Customer fails to achieve the Annual MARC for any year of the Term Period, the Customer must pay the difference between the Annual MARC for the current term year and the actual recurring annual revenue for the Qualifying services as set forth in the True-up process as described in Section 22.56.5 (E) within thirty (30) days of notification by the Telephone Company.

(D) Discounts and Other Credits

If the Customer exceeds the MARC by ten (10) percent upon the Term Period annual anniversary date, then the Customer will be eligible for a two (2)percent credit of recurring annual revenue. If the Customer exceeds MARC by fifteen (15) percent, then the Customer will be eligible for a three (3) percent credit of said annual revenue. If Customer exceeds the MARC by twenty (20) percent, then the Customer will be eligible for a five (5) percent credit of recurring annual revenue. If the Customer exceeds the MARC by twenty-five (25) percent, then the Customer will be eligible for a 7 percent credit of recurring annual revenue. Said annual credits will be applied to Customers bill within sixty (60) days after determination of MARC.

Exceed MARC upon annual anniversary date – Percentage	Eligible Credit
0	0%
10%	2%
15%	3%
20%	5%
25%	7%

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[1] See footnote (1) on page 22-461

22. Pricing Flexibility Contract Offerings (Cont'd)

22.56 Contract Offer No. 56 – DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.56.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(E) Annual True-up

The Telephone Company shall conduct an Annual True-up upon the anniversary date of each term year of this Contract Offer based on the Customer's MARC commitment. If the Customer fails to achieve the annual MARC Commitment as of the anniversary date, the Customer will be notified by the Telephone Company and will be required to remit an Annual True-up payment to reach the MARC commitment. The true-up calculation will be performed as follows:

Annual MARC – Actual Annual recurring revenues for Subject Services = Annual True-up Amount

If the Customer fails to submit its Annual True-Up payment to the Telephone Company within thirty (30) days after notification from the Telephone Company, the Customer shall be deemed to have terminated its Contract Offer No. 56 and termination Charges will apply as set forth in Section 22.56.9.

22.56.6 Assignment and Transfer

(A) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 56 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

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

[1] See footnote (1) on page 22-461

22. Pricing Flexibility Contract Offerings (Cont'd)

22.56 Contract Offer No. 56 – DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.56.7 Mergers and Acquisitions

In the event that the Telephone Company, or the corporate parent of the Telephone Company, or any affiliate of the Telephone Company or its corporate parent, in whole or in part, merges with, acquires, or purchases all stock or substantially all stock or certain assets of another company (the foregoing generally referred to herein as a merger or acquisition), and the Customer purchases special access services from the other company, then the following terms and conditions will apply:

(A) If the Customer purchases any interstate special access services from the merged or acquired company, and such special access services are or become eligible for pricing flexibility, the Customer may include those special access services in this Contract Offer, subject to any terms or conditions of any contracts or tariffs pursuant to which the Customer is purchasing such special access services prior to the merger or acquisition, including any terms or conditions regarding termination liability. If the Customer chooses to include the services subject to the merger or acquisition in this Contract Offer, they shall become Contributory Subject Services within the meaning of this Contract Offer at the time they are included in this Contract Offer. At the time such Contributory Subject Services are included in this Contract Offer, the MARC shall be recalculated, including both the recurring annual revenues of the Contributory Services provided to the Customer prior to the merger or acquisition and the recurring annual revenues of the additional Contributory Subject Services previously provided by the merged or acquired Company.

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[1] See footnote (1) on page 22-461

22. Pricing Flexibility Contract Offerings (Cont'd)

22.56 Contract Offer No. 56 – DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.56.8 Rates and Charges

(A) DS1 and DS3 Rates :

The tables below contain the discounted rates for Contract Tariff No. 56. The Customer must pay the following Monthly Recurring Charge (MRC) for the Subject Services as described above. Unless noted otherwise rates are inclusive for all zones.

DS1 Rate per Circuit	**Circuit Miles**	**60 month term**
Channel Termination/LDC and applicable Mileage	0 Miles	$113
	1-10 Miles	$180
	11-20 Miles	$225

DS3 Interoffice Transport Rate Elements	**60 month term**
CMT/LDC – Zone 1	$375
CMT/LDC– Zone 2	$400
CMT/LDC – Zone 3 - 5	$425
CM – Variable (per mile) All zones	$33.15
Muxing (DS3 to DS1)	$427.50

All Expanded Interconnection Services Cross Connects (EISCC) or other cross connects are billed at existing Tariff rates.

The Telephone Company shall waive the following Non-Recurring charges NRCs) associated with the conversion of qualifying DS1, DS3 and [1] Services for Customers subscribed to Contract Offer No. 56: (D)

(1) Design and Central Office Connection Charge per circuit, Section 7.4.2; and

(2) Customer Connection Charge per termination, Section 7.4.2

Non-Recurring charges apply for purchases of qualifying DS1, DS3, and [1] services for Customers subscribed to Contract Offer No. 56. (D)

(B) Any rate elements not described herein will continue to be billed at tariff rates as described in Metropolitan Statistical Area (MSA) Section 21 or Section 7.

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[1] See footnote (1) on page 22-461

22. Pricing Flexibility Contract Offerings (Cont'd)

22.56 Contract Offer No. 56 – DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.56.9 Termination Liability

(A) If the Customer terminates Contract Offer No. 56, the termination liability language contained below applies in lieu of the termination liability language described in Section 7. The Customer must pay to the Telephone Company termination liability charges as described below if the Customer terminates this Contract Offer before the completion of the Term Period for any reason, or if the Customer is not in compliance with Terms and Conditions in Section 22.56.3. These charges shall become due as of the effective date of the termination and are payable within 30 days of the invoice date. In addition, the Customer shall be liable for waived termination charges as described in Section 22.56.4.

The Customer's termination liability charges for termination of service shall be equal to 50% of all monthly recurring charges for the balance of the Customer's five (5) year Term Period, and will be calculated as follows:

Monthly Recurring Charges x Months remaining in Term Period x Termination liability percentage of 50% = Termination Liability

In addition, if any termination liability has been waived subject to the portability provision set forth in Section 22.56.4 of this Contract Offer within 12 months prior to the termination of the Contract Offer, such previously waived termination Liability charges will also apply.

Example: The Customer has $200,000 in Monthly Recurring Charges. If the Customer terminates service after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month term period, then the termination liability would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Liability

If the Telephone Company previously waived Termination Liability pursuant to the portability provision in Section 22.56.4 of this Contract Offer, in the amount of $320,000, then the additional termination liability would be calculated as:

$2,400,000 + $320,000 = $2,720,000 Total Termination Liability

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[1] See footnote (1) on page 22-461

22. Pricing Flexibility Contract Offerings

(N)

22.57 Contract Offer No. 57 – DS1/DS3 High Capacity Service Offer

22.57.1 General Description

DS1/DS3 High Capacity Service Offer (Contract Offer No. 57) is an access services discount pricing offer that permits Customers, who meet the eligibility criteria described in section 22.57.2, to purchase new DS1 and DS3 High Capacity Services at the rates listed in Section 22.57.5 with minimum service purchase requirements.

Contract Offer No. 57 is only available for subscription May 24, 2005 through June 24, 2005. This offer is not renewable.

22.57.2 Eligibility Criteria

The following eligibility criteria must be met in order to subscribe to Contract Offer No. 57:

(A) Services purchased under Contract Offer No. 57 must be located in the following pricing flexibility Metropolitan Statistical Area(s):

Chicago, Rockford,IL; Anderson, Bloomington, Indianapolis, Kokomo, , Muncie, South Bend, IN; Battle Creek, Detroit/Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing, MI; Madison, Milwaukee, WI and Columbus, Toledo OH.

(B) Contract Offer No. 57 applies to pricing- flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff section:

DS1 and DS3 Services – Ameritech Operating Companies F.C.C. No. 2, Section 7.5.9 for Phase 1 MSAs and Section 21.5.2.7 for Phase 2 MSAs.

22.57.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date the Telephone Company receives the Letter of Subscription.

The DS1 and DS3 service term period (Service Term) for each new DS1 or DS3 purchased is five (5) years commencing on the date the access service order is completed.

At the expiration of the Service Term for DS1 and DS3 services, the Customer may select payment options in Section 7.5.9 for Phase 1 MSAs and Section 21.5.2.7 for Phase 2 MSAs for DS1 and DS3 services.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.57 Contract Offer No. 57 – DS1/DS3 High Capacity Service Offer (Cont'd)

22.57.3 Terms and Conditions (Cont'd)

(A) Term Period (Cont'd)

If, at expiration of the Service Term, the Customer does not elect an option from the sections noted above or disconnect service, the Subject Services will be converted to the prevailing monthly extension rates in Section 7.5.9 for Phase 1 MSAs and Section 21.5.2.7 for Phase 2 MSAs.

(B) Other Terms and Conditions

(1) Contract Offer No. 57 is only available for subscription May 24, 2005 through June 24, 2005;

(2) Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(3) If the Customer should discontinue service under Contract Offer No. 57 during the Term Period, termination liability charges will apply in accordance with Section 22.57.7.

(4) If, after the Customer has submitted the Letter of Subscription and prior to the commencement of the Term Period, the Customer cancels the Letter of Subscription, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(5) If the Customer requests additional service features and functions not included in Section 22.57.4, the Customer must pay the tariff rates for those additions as contained in Section 7-Special Access Service or Section 21-Metropolitan Statistical Area Access Services depending on the service type.

(6) Customer must meet minimum purchase requirements at the rates, terms and configurations specified in Section 22.57.5, as follows:

(a) Within 90 days of subscription to this Contract Offer, Customer must purchase eight (8) new DS3s and 95 new DS1s, and
(b) Within 12 months of subscription to this Contract Offer, Customer must purchase 20 additional new DS3s and 60 additional new DS1s,
(c) Within 24 months of subscription to this Contract Offer, Customer must purchase 12 additional new DS3s and 60 additional new DS1s.

(7) Minimum purchase requirements in Section 22.57.3 (B) (6) must be achieved through new installations and the in-service levels must be maintained throughout the five (5) year Contract Term Period. If the Customer fails to meet the in-service level requirements at the end of each contract year during the Contract Term Period, Shortfall charges will apply pursuant to Section 22.57.5.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.57 Contract Offer No. 57 – DS1/DS3 High Capacity Service Offer (Cont'd)

22.57.3 Terms and Conditions (Cont'd)

(8) Customer may purchase additional DS1 and DS3 services, over the purchase requirements as specified in 22.57.3 (B) (6) above, at the rates, terms and configurations specified in Section 22.57.5 at anytime during the Term Period provided they are within the service requirements specified in Section 22.57.6.

(9) If Shortfall charges are not paid within the timeframes specified in Section 22.57.6, termination liability charges will apply pursuant to Section 22.57.7.

(10) All DS1 and DS3 services ordered at a time when the Customer is above the service requirements specified in Section 22.57.6 will be charged prevailing tariff rates available in Sections 7.5.9 or 21.5.2.7 depending on the MSA relief level in effect at the time the service is ordered.

(11) The Customer may move or disconnect DS1 or DS3 services within the MSAs listed in Section 22.57.2 under this Contract Offer pursuant to Section 22.57.4 (B).

(12) This Contract Offer can not be combined with any other promotional, contract or discount offer.

22.57.4 Service Requirements

(A) Service Levels

The Customer must meet and maintain the minimum service levels by the end of each contract year specified in Table 1 as a result of the new DS1 and DS3 services purchased under this Contract Offer. Services purchased prior to the effective date of this Contract Offer do not count toward the in-service level requirements listed in Table 1.

Table 1 – In-Service Levels

Year	DS1 Minimum	DS1 Maximum	DS3 Minimum	DS3 Maximum
1	155	350	28	60
2	215	350	40	60
3	215	350	40	60
4	215	350	40	60
5	215	350	40	60

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.57 Contract Offer No. 57 – DS1/DS3 High Capacity Service Offer (Cont'd)

22.57.4 Service Requirements (Cont'd)

(B) Portability

Customer may move or disconnect DS1s or DS3s purchased under this Contract Offer without incurring termination liability charges provided the Customer achieved and maintained the minimum in-service levels outlined in Table 1 above, per a quarterly review process.

Total in-service levels of DS1 and DS3 circuits ordered under this Contract Offer will be reviewed on a quarterly basis. The Telephone Company's quarterly review process will commence at the start of the Customer's second Contract year.

This quarterly review will be for the purpose of determining eligibility for credits of termination liability associated with moves and disconnections. Verification will be done 30 days after the close of each quarter. Total in-service levels will be based on services purchased under this Contract Offer.

Portability Credits

(1) If the current quarter's in-service levels are equal to or exceed the in-service levels listed in Table 1 from the end of the previous contract year, the Telephone Company will credit termination liability charges.

(2) If the current quarter's in-service levels are equal to or below the in-service levels listed in Table 1 from the end of the previous contract year, the Telephone Company will not credit termination liability charges for any moves or disconnects ordered during that quarter.

(C) Shortfall Payments

Customer must meet in-service level requirements for DS1 and DS3 services purchased under this Contract Offer pursuant to Section 22.57.4.(A). Total in-service levels of DS1 and DS3 circuits will be reviewed annually (at the end of each contract year) for the purpose of determining shortfall payment requirements. If at the end of a contract year, the in-service levels are less than the in-service level requirements listed in Table 1, the Customer will be assessed a shortfall charge. The shortfall charge is calculated as follows:

$180 per DS1 short of in-service level requirement x 12 months
$800 per DS3 short of in-service level requirement x 12 months

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.57 Contract Offer No. 57 – DS1/DS3 High Capacity Service Offer (Cont'd)

22.57.4 Service Requirements (Cont'd)

(C) Shortfall Payments (Cont'd)

Example:
If in-service DS1 level at end of year 1 = 140 and in-service DS3 level = 23, then:

DS1 shortfall = (155 – 140) x ($180) x (12 months) = $32,400
DS3 shortfall = (28-23) x ($800) x (12 months) = $48,000

Total shortfall charge Year 1 = $32,400 + $48,000 = $80,400

22.57.5 Rates and Charges

The following rates will apply for all DS1 and DS3 services purchased. All new DS1 and DS3 services purchased under this Contract Offer must be ordered with a Service Term Period of five (5) years.

(A) DS1s with configuration of 1 Local Distribution Channels (LDCs), 2 Channel Mileage Terminations (CMTs) and Channel Mileage (CM):

Product	Configuration	Transport Mileage	Rate
DS1	1 LDC	0	$95
DS1	1 LDC, 2 CMTs, CM	1-10	$160
DS1	1 LDC, 2 CMTs, CM	11-20	$180
DS1	1 LDC, 2 CMTs, CM	21-30	$230
DS1	1 LDC, 2 CMTs, CM	31-40	$280
DS1	1 LDC, 2 CMTs, CM	41-50	$330
DS1	1 LDC, 2 CMTs, CM	51-60	$380

(B) DS1s with configuration of 2 Local Distribution Channels (LDCs), 2 Channel Mileage Terminations (CMTs) and Channel Mileage (CM):

Product	Configuration	Transport Mileage	Rate
DS1	2 LDC	0	$190
DS1	2 LDC, 2 CMTs, CM	1-10	$255
DS1	2 LDC, 2 CMTs, CM	11-20	$275
DS1	2 LDC, 2 CMTs, CM	21-30	$325
DS1	2 LDC, 2 CMTs, CM	31-40	$375
DS1	2 LDC, 2 CMTs, CM	41-50	$425
DS1	2 LDC, 2 CMTs, CM	51-60	$475

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.57 Contract Offer No. 57 – DS1/DS3 High Capacity Service Offer (Cont'd)

22.57.5 Rates and Charges (Cont'd)

(C) DS3 Elements:

Product	Rate Element	USOC	Rate
DS3	Local Distribution Channel	TZUP1 TZUP2 TZUP3 TZUP4 TZUP5	$800
DS3	Channel Mileage Termination	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	$240
DS3	Channel Mileage (per mile)	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	$33.60
DS3	3/1 Central Office Multiplexer	QM3X1 QM3X2 QM3X3 QM3X4 QM3X5	$400
DS3	1/0 Central Office Multiplexer	QMVX1 QMVX2 QMVX3 QMVX4 QMVX5	$205

A Local Distribution Channel must be ordered to be considered toward the in-service level requirements specified in section 22.57.4.

22.57.6 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 57 pursuant to F.C.C. No. 1, Section 2.1.2, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 1, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2)if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.57 Contract Offer No. 57 – DS1/DS3 High Capacity Service Offer (Cont'd)

22.57.6 Assignment and Transfer (Cont'd)

(a) (Cont'd)

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

22.57.7 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in Ameritech Operating Companies, F.C.C. No. 2, Section 7. If the Customer terminates this Contract Offer before the completion of the term period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination Liability charges will also apply if the customer is not in compliance with the Eligibility Criteria in Section 22.57.2 or the Terms and Conditions in Section 22.57.3. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below.

Customer's termination liability charges for termination of service shall be equal to 50% of all recurring charges for the balance of the Customer's five (5) year Term Period, and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 50%)

Example: Customer has $200,000 in Monthly Recurring Charges. If Customer terminates service after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month term period, then the termination liability would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Liability

(N)

(This page filed under Transmittal No. 1469)

22. Pricing Flexibility Contract Offerings

22.58 Contract Offer No. 58– (1) Service Offer (D)

22.58.1 General Description

(1) Service Offer is an access discount plan that permits customers located in Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates listed in Section 22.58.5 for new (1) Services that meet the eligibility criteria listed in Section 22.58.3 below. This contract offering is available in the MSAs listed in Section 22.58.3 (A) (1). (D) (D)

Contract Offer No. 58 is only available for subscription May 27, 2005 through July 27, 2005. This offer is not renewable.

22.58.2 Subject Services Available Under Contract Offer No. 58

Contract Offer No. 58 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff section:

- Ameritech (1) Service – Ameritech Tariff F.C.C. No. 2, Section (1). (D)

22.58.3 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive discounts for the purchase of Subject Services pursuant to Contract Offer No. 58:

(1) Service must be located in Pricing Flexibility Qualified MSAs: Chicago, Illinois.

Customer must purchase one (1) new (1) Service. (D)

(3) Mileage for the new (1) Service must be, at a minimum, seventy-five (75) miles. (D)

(4) Service must be for new installation orders only.

All terms and conditions for the Subject Services listed above are governed by their respective tariff sections except as noted herein.

22.58.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years, commencing on the date the service order is completed. Billing for Contract Offer No. 58 commences no later than 30 days after the Telephone Company's completion of the access service order, with the billing begin date to be the same as the service order completion date. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options as described in Ameritech Tariff F.C.C. No. 2 Section (1) for (1) Service. (D)

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(1) Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 58 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.58 Contract Offer No. 58 – (1) Service Offer (Cont'd) (D)

22.58.4 Terms and Conditions (Cont'd)

(A) Term Period (Cont'd)

If, at the expiration of the Term Period, the Customer elects to continue service and does not select a payment option as described in the Ameritech Tariff F.C.C. No. 2, Section (1), Subject Services will be converted to the prevailing applicable monthly rates. (D)

Rate stability under Contract Offer No. 58 applies only to the rates specific to this Contract Offer as outlined in Section 22.58.5. Purchase of the Subject Services listed above are also subject to certain rates, charges and general terms and conditions in other sections of Ameritech F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in this Contract Offer.

(B) Contract Offer No. 58 is only available May 27, 2005, through July 27, 2005;

(C) Contract Offer No. 58 discounted rates, as described in Section 22.58.5, must be for new installations only;

(D) In order to subscribe to Contract Offer No. 58, Customer must submit a Letter of Subscription (LOS) to the Telephone Company.;

(E) If the Customer should discontinue service under Contract Offer No. 58 during the Term Period, termination liability charges will apply in accordance with Section 22.58.6;

(F) Customer must subscribe to the services available under this Contract Offer No. 58 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(G) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(H) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 58, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing (1), shelf rearrangement, (1) moves, (1) provisioning changes and customer premise rearrangements; (D)

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(1) See footnote (1) on page 22-477

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.58 Contract Offer No. 58 – (1) Service Offer (Cont'd) (D)

22.58.4 Terms and Conditions (Cont'd)

(I) The Customer will not be able to subscribe to any other Contract Offering in Section 22 in conjunction with Contract Offer No. 58 that might be offered by the Telephone Company now or in the future for services covered under this Contract Offer 58.

(J) Customers who subscribe to this Contract Offer may move DS1 and DS3, (1), (1) and (1) circuits that are on the new (1) (as described in Tariff F.C.C. No. 2, Section (1)) without incurring termination liability. Circuits that traverse off the ring incur termination liability, if applicable, for the respective service, i.e., DS1, DS3, (1), (1), (1) in Tariff F.C.C. 2, Section 7 and 21. Disconnect orders associated with node to node moves do not have to be coordinated with add orders provided the following condition is met: (D) (D) (D)

(a) New service location is within the Chicago, Illinois MSA.

(K) Customers who subscribe to Contract Offer 58 may disconnect DS1 DS3, (1), (1) and (1) services as listed in Ameritech Tariff F.C.C. No. 2, Sections 7 and 21 without changing the Term Period or incurring termination liability. (D)

(L)Customer's subscribed to this Contract Offer will receive a credit equal to one month's bill for the individual port-to-port connection involved in a service interruption, as defined in F.C.C. No. 2 Section 2.4.4. This credit includes a pro-rated portion of all impacted rate elements affected by the service interruption. As described in F.C.C. No. 2, Section 2.4.4., an interruption of service starts when an inoperative service is reported to the Telephone Company and ends when the service is operative. In any month, as a result of an interruption of service, the total credit per rate element of the interrupted service may not exceed 100 Percent of the monthly charge for that particular rate element.

22.58.5 Rates and Charges

Customer must pay the following Monthly Recurring Charge (MRC) in Table A for the new (1) Service: (D)

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(1) See footnote (1) on page 22-477

22. Pricing Flexibility Contract Offerings (Cont'd)

22.58 Contract Offer No. 58– (1) Service Offer (Cont'd) (D)

22.58.5 Rates and Charges (Cont'd)

Table A

(1)	USOC	QTY	5 year Term		
			Unit Price	*MRC*	
(1)					(D)
(1)					(D)
(1)					(D)
(1)					(D)
(1)					(D)
(1)					(D)
(1)					(D)

The following (1) Service Non-recurring charges in Table B will be waived. (D)

Table B

(1)	(1)	(D)
(1)	(1)	(D)

Customer must pay all other applicable Non-recurring charges.

Customer may add additional ports as specified in the Table C.

Table C

Additional Features	USOC	Unit Price	NRC	
(1)				(D)
(1)				(D)
(1)				(D)
(1)				(D)

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(1) See footnote (1) on page 22-477

22. Pricing Flexibility Contract Offerings (Cont'd)

22.58 Contract Offer No. 58– (1) Service Offer (Cont'd) (D)

22.58.6Termination Liability

The termination language contained below applies in lieu of termination liability language contained in Section (1). If the Customer terminates subject services before the completion of the Term Period for any reason, except as noted herein , the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the terms and conditions of this Contract Offer. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below. (D)

The Customer's termination liability charges shall be equal to:

50% of all recurring charges for the balance of Customer's five (5) year term.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a $20,000 monthly rate terminates service after four years and has twelve months remaining in a five year term plan. The termination liability would be calculated as:

$20,000 X 12 X 50% = $120,000 termination liability charge.

An Excessive Service Interruption occurs when the (1) Service experiences simultaneous equipment service interruptions that exceed two (2) hours in either (a) in any three (3) consecutive months; or (b) in any three (3) of four (4) consecutive months. In the event of an Excessive Service Interruption the Customer shall have the right to terminate services under this Contract Offer for an unresolved excessive service interruption condition without incurring termination liability charges, as described above. Customer must submit a written notification to Telephone Company identifying the excessive service interruption condition within 30 days of the excessive service interruption condition. Upon notification, the Telephone Company shall have 30 days to remedy the condition. If the reported excessive service interruption condition is not remedied after thirty (30) days of notification to the Telephone Company, the Customer may terminate this Contract Offer without incurring termination liability, provided, however, that condition did not occur within the first three (3) months of subscription to this Contract Offer.

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(1) See footnote (1) on page 22-477

22. Pricing Flexibility Contract Offerings

22.59 Contract Offer No. 59 – Special Access (1)/DS1 Package Offer (D)

22.59.1 General Description

Special Access (1)/DS1 Package Offer is an access discount pricing plan that permits (D) Customers located in Phase 1 and Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates listed in Section 22.59.6 for the purchase of DS1 special access transport bandwidth subtending a two (2) (1) (D) Service. Upon subscription, Customer must purchase one of the Special Access (1)/DS1 Package options, as described in Section 22.59.3(B)(3), herein. Contract (D) Offer is available for subscription May 28, 2005 through August 31, 2005. This Contract Offer is not renewable.

22.59.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to purchase Contract Offer No. 59:

(1) Service must be located in the following Pricing Flexibility MSAs:

Champaign-Urbana, Chicago, Davenport/Rock Island/Moline, Decatur, Peoria/Pekin, Rockford, Springfield, St Louis, IL;

Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Louisville, Muncie, South Bend, IN;

Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing, Saginaw-Bay City-Midland, MI;

Akron, Cleveland-Lorain-Elyria, Columbus, Dayton, Toledo, OH;

Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

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

(3) DS1 Special Access services purchased under this Contract Offer must have interoffice mileage between zero (0) and ten (10) Miles.

(B) Contract Offer No. 59 applies to pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) (1); (D)

(2) DS1 Service – Ameritech Tariff F.C.C. No. 2, Section 7 for Phase 1 MSAs and Section 21 for Phase 2 MSAs

(C) All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 59 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.59 Contract Offer No. 59 – Special Access [1]/DS1 Package Offer (Cont'd) (D)

22.59.3 Terms and Conditions

(A) Term Period

The contract term is five (5) years (hereafter referred to as Term Period), commencing on the date billing begins. Billing commences for the new Special Access [1]/DS1 Package no later than 30 days after the Telephone Company's (D)
completion of access service order for Subject Services. This offer is not renewable.

At the expiration of the Term Period, the Customer may select payment options from Section 7 or Section 21. If, at the expiration of the Term Period, the Customer does not select a payment option, the DS1 services will be converted
to the month-to-month rates found in Section 7.5.9 or Section 21.5.2.7, and the [1] (D)
services will be converted to the monthly extension rates found in Section [1] or (D)
Section [1]. (D)

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 59 as listed in Section 22.59.6. Purchase of Subject Services listed above under Contract Offer No. 59 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, however, such tariff modifications will not change the terms and conditions described in Contract Offer No 59.

(B) Terms and Conditions

(1) Contract Offer No. 59 is only available May 28, 2005 through August 31, 2005;

(2) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company;

(3) Upon subscription, the customer must chose one of the following Special Access [1]/DS1 Package options: (D)

(a) 2 [1] Service with Seven (7) DS1s; (D)
(b) 2 [1] Service with Fourteen (14) DS1s; or (D)
(c) 2 [1] Service with Twenty-eight (28) DS1s (D)

[1] See footnote (1) on page 22-482

22. Pricing Flexibility Contract Offerings (Cont'd)

22.59 Contract Offer No. 59 – Special Access [1]/DS1 Package Offer (Cont'd) (D)

22.59.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(D)

(4) The total capacity of the two (2) [1] Service must be eighty-four (84) DS1 special access services. The total capacity must not exceed eighty-four (84) DS1 special access services at any time during the Term Period;

(5) If the Customer should discontinue service under Contract Offer No. 59 prior to the end of the Term Period, termination liability charges will apply in accordance with Section 22.59.7;

(6) The Customer must subscribe to Subject Service available under this Contract Offer No. 59 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(7) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS and /or Access Service Request (ASR), cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(8) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 59, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(9) Subject Services provided pursuant to this Contract Offer No. 59 shall not be eligible for any other discount, promotion, or contract offer; and

(10) Subject Services must have an installation completion date on or before November 30, 2005. Subject Services that have completion dates after November 30, 2005 are not eligible for this Contract. However, services that are assigned completion dates beyond November 30, 2005 as a result of Telephone Company reasons will be eligible for the Contract.

(C) Conversion of Existing Service

Existing DS1 Service as of the effective date of this Contract Offer may be eligible for conversion to this Contract Offer No. 59. The existing DS1 Service must not be currently provisioned over a [1] Service. Nonrecurring Rearrangement fees and any applicable Termination Liability associated with converting the existing DS1 Service to this Contract Offer No. 59 will be waived. The Eligibility Criteria described in Section 22.59.2 will continue to apply for existing DS1 Services converted to this Contract Offer No. 59. (D)

(1) See footnote (1) on page 22-482

22. Pricing Flexibility Contract Offerings (Cont'd)

22.59 Contract Offer No. 59 – Special Access [1]/DS1 Package Offer (Cont'd) (D)

22.59.3 Terms and Conditions (Cont'd)

(C) Conversion of Existing Service (Cont'd)

Existing DS1 Service, as of the effective date of this Contract Offer that is currently provisioned over a [1] Service, is not eligible for conversion to this (D) Contract Offer No. 59. Existing [1] Service, as of the effective date of this (D) Contract Offer is not eligible for conversion to Contract Offer No. 59.

22.59.4 Assignment and Transfer

(A) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 59 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(1) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

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

(a) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or

(b) "high risk" in a Paydex score as published by Dun and Bradstreet.

22.59.5 Upgrade Option

During the Term Period, Customer may upgrade the DS1s of the Special Access [1]/DS1 Package subscribed to under this Contract Offer to a higher package (D) offering as shown in Table A below. Termination Liability associated with the termination of original package of DS1s will be waived.

Table A

Package Subscription	Upgrade Package Available
7 DS1s	14 DS1s or 28 DS1s
14 DS1s	28 DS1s
28 DS1s or greater	7 DS1s as described in 22.59.6

All nonrecurring ordering and installation charges, as described in 22.59.6 following, are applicable. The Term Period will remain unchanged.

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[1] See footnote (1) on page 22-482

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.59 Contract Offer No. 59 – Special Access (1)/DS1 Package Offer (Cont'd) (D)

22.59.6 Rates and Charges

(A) The Customer must pay the following Monthly Recurring Charge (MRC) in Table B.

(B) The MRC in Table B includes the 2 (1) Service and Special Access DS1 rate elements and quantities in Table C and Table D. (D)

Monthly Recurring Charge (MRC):
Table B:

(D)

(1)	**Rate (Includes DS1s with 0 Miles up to and including 10 Miles)**
(1)	
(1)	
(1)	
Each Additional 7 DS1s above 28	$1000.00 per 7 DS1s

(D)

Table C:

(D)

(1)	**USOC**	**Quantity**
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

Table D:

DS1 Special Access	**USOC**	**Quantity**
DS1 Channel Mileage Termination	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	2 per DS1 circuit with Interoffice Channel Mileage
DS1 Channel Mileage (CM)	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	DS1 circuits with Interoffice Channel Mileage may have a maximum of 10 Interoffice Channel Miles

(C) The Customer must pay the Non-Recurring charges as listed in Section 7 or Section 21.

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(1) See footnote (1) on page 22-482

22. Pricing Flexibility Contract Offerings (Cont'd)

22.59 Contract Offer No. 59 – Special Access [1]/DS1 Package Offer (Cont'd) (D)

22.59.7 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates Contract Offer No. 59 Special Access [1]/DS1 Package before the completion of the Term Period for any reason, Customer must pay to the Telephone Company termination liability charges as described below. Customer's termination liability charges for termination of service shall be equal to: (D)

50% of all monthly recurring charges for the balance of the Customer's five (5) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example:
Customer with a $3,500 monthly recurring charge terminates service after one (1) year and has forty eight (48) months remaining in a five (5) year term plan. The termination liability would be calculated as:

$3,500 X 48 X 50% = $84,000 termination liability charge.

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[1] See footnote (1) on page 22-482

ACCESS SERVICE

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 60 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-488

22. [1] (D)

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[1] See footnote (1) on page 22-488

22. [1] (D)

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[1] See footnote (1) on page 22-488

22. [1] (D)

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[1] See footnote (1) on page 22-488

22. (1) (D)

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(1) See footnote (1) on page 22-488

22. Pricing Flexibility Contract Offerings

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (N)

22.61.1 General Description

(N) Contract Offer No. 61 – the Broadband Plan is a special access discount pricing plan requiring subscription from the Customer under the following Access Tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No 2, Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, and The Southern New England Telephone Company (SNET) Tariff F.C.C. No. 39. The Broadband Plan provides discounted rates (Level II as described below) subject to volume commitments as described in Section 22.61.4 (G). (Nx)

Services covered under this Contract Offer will be grouped into Levels:

(1) Level I – Qualified existing access services that are already in service prior to the commencement the Term Period are "Level I" circuits. Level I circuits will be counted toward the Customer's Portability Volume Commitment, as provided in Section 22.61.4 (G) of this Contract Offer, but are not eligible for the discounts provided under this Contract Offer. (Nx) (N)

(2) Level II – Qualified access services that are installed during the Term Period, or qualified access services that migrate from Level I to Level II as described in section 22.61.5, are "Level II" circuits. Level II circuits will be counted toward the Customer's Portability Volume Commitment and also will be eligible for the discounts provided under this Contract Offer.

Qualified services under this Contract Offer are available only in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSA) as described in Section 22.61.3 (A). Contract Offer No. 61 is available for subscription from July 1, 2005 through August 1, 2005. This Contract Offer is not renewable.

(N)

(x) Issued under Authority of Special Permission No. 05-024 of F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.2 Subject Services

This Contract Offer applies to access services that qualify for pricing flexibility (hereafter referred to as Subject Services), as provided in the following tariff sections:

(1) DS3 Service (DS3), Ameritech Tariff F.C.C. No. 2, Section 7.5.9 for Phase 1 MSAs and Section 21.5.2.7 for Phase 2 MSAs;
(2) (1); (D)
(3) Sonet Xpress, Ameritech Tariff F.C.C. No. 2, Section 7.5.12 for Phase 1 MSAs and Section 21.5.2.10 for Phase 2 MSAs.

All terms and conditions for the Subject Services provided under this Contract Offer are governed by their respective tariff sections, except as noted herein.

22.61.3 Eligibility Criteria

The following eligibility criteria must be met for Subject Services to be provided under this Contract Offer.

(A)Subject Services must be located in the following Pricing Flexibility MSAs:

Chicago, IL; Bloomington, IL; Champaign/Urbana, IL; Decatur, IL; Rockford, IL; Springfield, IL; Anderson, IN; Appleton/Oshkosh/Neenah, IN; Evansville/Henderson, IN; Indianapolis, IN; Muncie, IN; South Bend-Mishawaka, IN; Kokomo, IN; Battle Creek, MI; Detroit/Ann Arbor, MI; Grand Rapids, MI; Lansing, MI; Columbus, OH; Cleveland/Lorain/Elyria, OH; Toledo, OH; Eau Claire, WI; Flint, MI; Green Bay, WI; Janesville, WI; Kalamazoo, MI; Kenosha, WI; Madison, WI; Milwaukee/Waukesha, WI; Racine, WI; Sheboygan, WI

If the Telephone Company receives end-user channel termination pricing flexibility relief in additional MSAs, those MSAs will be added the Broadband Plan, as outlined in Section 22.61.4 (E) of this Contract Offer.

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(1) Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 61 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.3 Eligibility Criteria (Cont'd)

(A) Subject Services must be configured as follows:

(1) Subject Services must be a non-channelized point-to-point service; and
(2) Both end points of the circuit must be served by the Telephone Company and be located in an MSA listed in Section 22.61.3 (A) of this Contract Offer; and
(3) Subject Services must be at capacity levels of DS3, [1] or [1]; and (D)
(4) The 'Z' location for each circuit must be an end-user premise that is not a wireless cell site.

(B) The Customer must have a minimum of 1,200 existing Subject Service circuits meeting the configuration requirements described in Section 22.61.3 (B) of this Contract Offer.

With respect to Subject Services provided pursuant to this Contract Offer, the Customer may not subscribe those Subject Services simultaneously to this Contract Offer and the Managed Value Plan (MVP) tariff, as set forth in Ameritech Tariff F.C.C. No. 2, Section 19.

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[1] See footnote (1) on page 22-495

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd) (N)

22.61.4 Term and Conditions

(A) Term Period

The Term Period for this Contract Offer shall be five (5) years commencing on the first day of the month after the Telephone Company receives a completed Letter of Subscription (LOS).

If the Customer elects to continue service upon the expiration of the Term Period, the Customer may; by written notification to the Telephone Company sixty (60) days prior to the expiration of the Term Period:

(1) Extend rates, terms and conditions of this Contract Offer for one (1) additional two (2) year term; or
(2) Select from the applicable payment options in Ameritech Tariff F.C.C. No. 2.

If, at the expiration of the Term Period, the Customer does not elect an option as described above, the Subject Services provided under this Contract Offer will be subsequently be provided under the prevailing applicable monthly extension rates found in Ameritech Tariff F.C.C. No. 2.

(B) Subscription

(1) Contract Offer No. 61 is available only from June 1, 2005 through August 1, 2005.

(2) To subscribe to this Contact Offer the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(3) To subscribe to this Contract Offer the Customer must meet all eligibility criteria as outlined in 22.61.3. (N)

(4) The Customer must also concurrently subscribe to the following contract offers pursuant to the following tariffs: (Nx)

(a) SWBT Tariff F.C.C. No. 73, Section 41, Contract Offer No. 47;
(b) PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 54;
(c) SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 15;
(d) NBTC Tariff F.C.C. No. 1, Section 23, Contract Offer No. 3.

(Nx)
(N)

(x) Issued under Authority of Special Permission No. 05-024 of F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

(N)

22.61.4 Term and Conditions (Cont'd)

(A) General

(1) The Customer must subscribe to the services available under this Contract Offer according to the regulations set forth in Ameritech Tariff F.C.C. No. 2, Section 5-Ordering Options for Switched and Special Access Services.

(2) Subject Services provided under this Contract Offer shall also be subject to certain rates, charges and general terms and conditions set forth in Ameritech Tariff F.C.C. No. 2, Sections: 2-General Regulations, 5-Ordering Options for Switched and Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period, however such tariff modifications will not change the terms and conditions described in this Contract Offer.

(3) If the Customer discontinues service under this Contract Offer during the Term Period, termination liability charges will apply in accordance with Section 22.61.10 of this Contract Offer.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

(N)

22.61.4 Term and Conditions (Cont'd)

(A) New Subject Services

(1) All of the Customer's new Subject Services that are purchased from the Telephone Company and are eligible for inclusion in this Contract Offer must be provided under this Contract Offer.

(2) The Customer may not include new Subject Services that are provided under this Contract Offer in any other promotional tariff, contract offer, or other discount plan concurrently with this Contract Offer.

(3) The Customer must subscribe to all new Subject Services according to the otherwise applicable one (1) year term payment plan.

(4) The Customer must pay all Special Construction charges associated with the provisioning of new Subject Services.

(5) New Subject Services must remain in service under this Contract Offer for at least one (1) year.

(6) New Subject Services installed in the final year of the Term Period of this Contract Offer must remain in service for at least one (1) year. Such Subject Services will continue to be subject to the Rates and Charges outlined in this Contract Offer for the remainder of the one (1) year minimum period. If any such Subject Services do not remain in service for at least one (1) year, they will be subject to Termination Liability as described in Section 22.61.10 of this Contract Offer.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd) (N)

22.61.4 Term and Conditions (Cont'd)

(A) Additional MSA Relief

(1) Upon FCC approval of additional MSAs for pricing flexibility relief for end-user channel terminations, those MSAs will be added to the Broadband Plan in TSA_3.

(2) Subject Services that were installed in such additional MSAs prior to the commencement of the Term Period will be included in this Contract Offer as Level I services; subject to existing terms for Migration to Level II as provided in Section 22.61.5.

(3) Subject Services installed, in such additional MSAs, during the Term Period will be included in this Contract Offer as Level II services.

(4) As Subject Services in such additional MSAs are provided under this Contract Offer, the then-current Portability Volume Commitment will be increased to reflect the added Subject Services, based on the in service volumes for qualified Subject Services that are reflected in the recurring billing records from the Telephone Company during the month prior to the MSA being granted pricing flexibility relief.

(B) Access Service Ratio

The Customer and its affiliates must maintain an Access Service Ratio of 95 percent or greater. The ratio will be based cumulative billing for DS1 and DS3 services in the MSAs described in Section 22.61.3 (A) of this Contract Offer for the prior six-month period. The Access Service Ratio will be calculated upon the completion of each six-month period beginning upon the commencement of the Term Period as follows:

$$\frac{\text{Access Billing} \quad - \quad \text{Wholesale Billing}}{\text{Access Billing}}$$

Where:

(1) Access Billing consists of the Customer's and its affiliates' interstate recurring billing for DS1 and DS3 rate elements, as defined in Ameritech Tariff F.C.C. No. 2, Sections 7.5.9, 7.5.12, 21.5.2.7 and 21.5.2.10; and

(2) Wholesale Billing consists of the Customer's and its affiliates' recurring billing for DS1 and DS3 bandwidth equivalent rate elements, as provided in Table A, not included in the interstate tariff(s).

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.4 Term and Conditions (Cont'd)

(F) Access Service Ratio (Cont'd)

Table A:

Service Level	**Associated Rate Elements Not Included in Interstate Tariff**
DS1/LT1	4-wire Digital Loop DS1 Entrance Facilities DS1 Interoffice Transport DS1 Cross Connects DS1 Multiplexing All DS1 Non-tariffed Committed Information Rate Broadband Services Unbundled Dedicated Transport
DS3/LT3	DS3 Loop DS3 Entrance Facilities DS3 Interoffice Transport DS3 Cross Connects DS1/DS3 Multiplexing All DS3 Non-tariffed Committed Information Rate Broadband Services Unbundled Dedicated Transport

(1) If new wholesale rate elements are introduced which are comparable to those set forth in Table A, all recurring billing associated with those new rate elements will also be included in the Customer's Wholesale Billing, as defined in this Section 22.61.4 (F), for purposes of calculating the Customer's Access Service Ratio.

(2) If the Customer does not meet the Access Service Ratio, then the Customer must pay the Telephone Company an amount sufficient to result in the Customer's resulting total Access Billing being equivalent to the amount that would have been billed, had the Customer maintained an Access Service Ratio of 95 percent. If the Customer fails to pay that amount, the Customer shall be deemed to have terminated this Contract Offer.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.4 Term and Conditions (Cont'd)

(F) Portability Volume Commitment (PVC)

Portability is provided under this Contract Offer through the Portability Volume Commitment (PVC). For purposes of determining the Customer's PVC, the Telephone Company shall aggregate volumes for the various Subject Services included in this Contract Offer by converting counts of Telephone Company assigned unique Circuit ID's, by Circuit Type, into PVC Units, as shown below in Table B.

Table B:

Qty	Circuit Type		PVC Units
1	DS3	=	1
1	OC-3	=	2.5
1	OC-12	=	5

(1) PVC Level

(a) The initial PVC Level shall be established at the commencement of the Term Period and is based on the in service volumes for Level I Subject Services that are reflected in the recurring billing records of the Telephone Company during the month prior to the commencement of the Term Period.

(b) The PVC Level will be reset after each PVC Attainment Review, as described below in Section 22.61.4 (G) (2) (c).

(c) The PVC Level can not be reduced, except as provided by the PVC Reduction Option described in Section 22.61.4 (G) (5) of this Contract Offer.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd) (N)

22.61.4 Term and Conditions (Cont'd)

(G) Portability Volume Commitment (PVC) (Cont'd)

(1) PVC Attainment Review

Upon the completion of each six-month period, beginning upon the commencement of the Term Period, the Telephone Company will perform a review (the PVC Attainment Review), to compare the Customer's then-current PVC Measurement to the PVC Floor.

(a) The Telephone Company shall calculate the Customer's PVC Level and PVC Floor as follows:

(i) The PVC Measurement shall be the sum of all Level I and Level II PVC Units that are reflected in the recurring billing records of the Telephone Company for the last month of the period under review.
(ii) The PVC Floor shall be equal to the Customer's then-current PVC Level, multiplied by the PVC Attainment Factor, as provided in Table C:

Table C:

Current PVC Level	PVC Attainment Factor
1,200 – 1,800	95%
1,801 – 2,100	92%
2,101 +	90%

(b) The Customer's PVC Measurement, at the time of each six-month review, must equal or exceed the current PVC Floor.

(i) If the PVC Measurement is greater than or equal to the PVC Floor, the Customer shall be deemed to have met the PVC requirement for the six-month period under review.
(ii) If PVC Measurement is lower than the PVC Floor, then the Customer must pay the PVC Attainment Shortfall as described in Section 22.61.4 (G) (3).

(N)

(c) Upon completion of the PVC Attainment Review, the PVC Level shall be reset to the PVC Measurement calculated for the period under review, or the existing PVC Level, whichever is greater.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.4 Term and Conditions (Cont'd)

(1) PVC Attainment Shortfall Payment

The PVC Attainment Shortfall Payment shall be calculated as follows:

(a) The PVC Unit Shortfall shall be calculated according to the following equation: (PVC Level x 95%) - PVC Measurement = PVC Unit Shortfall.

(b) The PVC Attainment Shortfall Payment shall be calculated by multiplying the PVC Unit Shortfall by $9,600. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd) (N)

22.61.4 Term and Conditions (Cont'd)

(G) Portability Volume Commitment (PVC) (Cont'd)

(1) PVC Attainment Review Example

At month 6:
PVC Level = 1,500. PVC Measurement = 1,800. PVC Measurement exceeds PVC Floor of 1,425, thus commitment is met and new PVC Level is reset to 1,800.

At month 12:
PVC Level = 1,800. PVC Measurement = 1,750. PVC Measurement exceeds PVC Floor of 1,710, thus commitment is met and PVC Level remains 1,800.

At month 18:
PVC Level = 1,800. PVC Measurement 18 = 1,700. PVC Measurement is below PVC Floor of 1,710, thus commitment is not met. Customer must pay PVC Attainment Shortfall and PVC Level remains = 1,800.

Month 18 PVC Attainment Shortfall calculation:
Step 1 – (PVC Level x 95%) - PVC Measurement = PVC Unit Shortfall
[(1,800 x 95%) – 1,700] = 10
Step 2 - PVC Unit Shortfall x $9,600 = PVC Attainment Shortfall Payment
10 x $9,600 = $96,000

Table D: PVC Attainment Review Example

Completed Contract Month	**PVC Level**	**PVC Floor**	**PVC Measure-ment**	**PVC Attainment Review**	**PVC Unit Shortfall**	**PVC Attainment Shortfall**
6	1,500	1,425	1,800	met	0	n/a
12	1,800	1,710	1,750	met	0	n/a
18	1,800	1,710	1,700		10	$96,000

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.4 Term and Conditions (Cont'd)

(G) Portability Volume Commitment (PVC) (Cont'd)

(1) PVC Reduction Option

Annually, upon each anniversary of the commencement of the Term Period, the Customer shall be permitted to reduce its PVC Level, as outlined herein:

(a) The PVC Reduction Option is available only if the Customer has met the PVC requirements of this Contract Offer during the previous six-month period, as provided in Section 22.61.4 (G) (2) (b) of this Contract Offer, either by meeting the PVC Attainment Review criteria or by making the PVC Attainment Shortfall Payment.
(b) The PVC Reduction Option lowers Customer's PVC Level; however, the Customer's PVC Level remains subject to increase through the PVC Attainment Review process as provided in Section 22.61.4 (G) (2) of this Contract Offer.
(c) The Customer must notify the Telephone Company, in writing, within sixty (60) days following the anniversary of the commencement of the Term Period, of its decision to reduce the PVC Level, to be effective during the year of the Term Period in which notice is provided. The Customer shall include in its notice a PVC Reduction Amount, which shall be the amount of the reduction the customer has chosen, expressed in PVC Units.
(d) A PVC Reduction Charge shall be calculated by multiplying the PVC Reduction Amount by $1,600, then multiplying that amount by the PVC Term Factor, as provided in Table E:

Table E:

	PVC Term Factor
Completion of Year 1	24
Completion of Year 2	18
Completion of Year 3	12
Completion of Year 4	6

Example: PVC Reduction
Customer requests a PVC Reduction of 10 PVC Units upon the completion of Year 2. PVC Reduction Charge is calculated as follows:

(N)

Requested PVC Reduction x $1,600 x PVC Term Factor = PVC Reduction Charge
10 x $1,600 x 18 = $288,000

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.5 Migration of Subject Services from Level I to Level II

Eligible Level I circuits may migrate to Level II of this Contract Offer. Migration from Level I to Level II may occur either automatically under defined circumstances (Type I Migration) or at the option of the Customer (Type II Migration), as further provided below. Upon migration, migrated circuits shall be subject to TSA_3 Rates and Charges, as provided in Section 22.61.7 of this Contract Offer.

(A) Migration Eligibility

Level I circuits must meet the following qualifications to deemed eligible to migrate to Level II.

(1) Level I circuits eligible for migration cannot be included in a promotional tariff or contract offering of any kind.

(2) Level I circuits shall continue to be subject to the rates, terms and conditions of the otherwise applicable tariffs, including any otherwise applicable term payment plans. Upon expiration of existing term payment plans for Level I circuits the Customer must select one of the following options for the circuits to remain eligible for Level II status:

(a) Circuits may be provided according to Monthly Extension Rates; or
(b) Circuits may be renewed for terms equal to the existing terms; or
(c) Circuits may be renewed for terms shorter than the existing terms.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.5 Migration of Subject Services from Level I to Level II (Cont'd)

(A) Rank Ordered Migration List

(1) Upon completion of each PVC Attainment Review, the Telephone Company will provide the Customer a Rank Ordered Migration List of eligible Level I circuits. Type I and Type II Migration to Level II will be based on this list. To be included on the Rank Ordered Migration List, circuits must remain eligible for migration, as provided Section 22.61.5 (A) of this Contract Offer.

(2) Level I circuits eligible for migration will be included in the Rank Ordered Migration List. The first criterion for the rank ordering shall be the service term applicable to each circuit (Expired Plans, 1 yr, 2 yr, 4 yr and 5 yr respectively). The second criterion for the rank ordering shall be oldest Service Establishment Date. Both the service term and Service Establishment Date shall be determined according to the end-user termination rate element in the Telephone Company's billing records.

(B) Type I Migration

Type I Migration shall occur automatically if, upon any PVC Attainment Review, the PVC Measurement exceeds the PVC Level. For each PVC Unit by which the PVC Measurement exceeds the PVC Level, one PVC Unit shall be migrated from Level I to Level II. The order of migration shall be determined according to the Rank Ordered Migration List. TSA_3 pricing shall apply to all circuits subject to Type I Migration, effective on the first day of the subsequent PVC Attainment Review Period.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.5 Migration of Subject Services from Level I to Level II (Cont'd)

(A) Type II Migration

Type II Migration shall be permitted at the Customer's option, as provided in this Section 22.61.5 (D)

(1) The Customer must submit a written request to the Telephone Company meeting the following requirements:

(a) The Customer's request must be received by the Telephone Company within sixty (60) days after the completion of the last day of the six-month PVC Attainment Review Period; and
(b) The request must include the specific number of PVC Units to be migrated.

(2) The order of migration shall be determined according to the Rank Ordered Migration List.

(3) TSA_3 pricing will apply to all circuits subject to Type II Migration, effective on the date the Telephone Company receives the Customer's written request.

(4) A one-time migration charge will apply, as provided in Table F:

Table F: One-Time Migration Charge per PVC Unit

	Migration Charge *(per PVC Attainment Review Period)*							
Cumulative Net Adds	12	18	24	30	36	42	48	54
0 - 75	$10,595							
76 - 125	$8,965							
126 - 200	$7,335							
201 - 300	$5,705							
301 - 425	$4,075							
426 - 575	$2,445							
576 - 725	$815							
726 +	$0							
Less than 400			*Not Eligible for Type II*					
Greater than 400			$2,445		$1,630		$815	

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.6 Termination Liability Credits for Renewed Level I Circuits

If the customer renews a Level I circuit as provided in Section 22.61.5 (A) (2) and that circuit is subsequently disconnected before the completion of its renewal term, the Telephone Company will credit the Customer 50% of the otherwise applicable Termination Liability charges billed to the Customer if the following requirements are met:

(A) The original term plan for the disconnected circuit must expire after the commencement of the Term Period of this Contract Offer; and
(B) The Customer must renew the Level I circuit as provided in Section 22.61.5 (A); and
(C) The renewed Level I circuit must be disconnected before the completion of the first year of the Term Period of this Contract Offer; and
(D) The Customer must pay all billed Termination Liability charges by their applicable due date.

Upon validation of compliance with the eligibility criteria, the Telephone Company will process a billing credit each quarter to the Customer.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.7 Rates and Charges

(A) Target Service Areas (TSA)

Eligible MSAs have been grouped into TSA$_1$, TSA$_2$ or TSA$_3$ for purpose of applying the Rates and Charges as described in this section of the Contract Offer.

TSA$_1$	**TSA$_2$**
Chicago, IL	Cleveland/Lorain/Elyria, OH
Detroit/Ann Arbor, MI	Columbus, OH
	Indianapolis, IN
TSA$_3$	**TSA$_3$ (Cont'd)**
Anderson, IN	Lansing, MI
Appleton/Oshkosh/Neenah, IN	Madison, WI
Battle Creek, MI	Milwaukee/Waukesha, WI
Bloomington, IL	Muncie, IN
Champaign/Urbana, IL	Racine, WI
Decatur, IL	Rockford, IL
Eau Claire, WI	Sheboygan, WI
Evansville/Henderson, IN	South Bend-Mishawaka, IN
Flint, MI	Springfield, IL
Grand Rapids, MI	Toledo, OH
Green Bay, WI	
Janesville, WI	
Kalamazoo, MI	
Kenosha, WI	
Kokomo, IN	

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.7 Rates and Charges (Cont'd)

(A) Monthly Recurring Charge (MRC)

The Customer must pay the applicable MRC for each rate element listed below. Any rate elements not described below will continue to be billed at the applicable tariff rates as described in Ameritech Tariff F.C.C. No. 2.

Rate Element	Applicable USOC	TSA$_1$	TSA$_2$	TSA$_3$	
DS3 Service					
Local Distribution Channel	TZUP1	$921.60	$940.80	$960.00	
Local Distribution Channel	TZUP2	$931.20	$950.60	$970.00	
Local Distribution Channel	TZUP3	$979.20	$999.60	$1,020.00	
Local Distribution Channel	TZUP4	$998.40	$1,019.20	$1,040.00	
Local Distribution Channel	TZUP5	$1,008.00	$1,029.00	$1,050.00	
Channel Mileage Termination	CZ4X1	$220.80	$230.40	$240.00	
Channel Mileage Termination	CZ4X2	$225.40	$235.20	$245.00	
Channel Mileage Termination	CZ4X3	$248.40	$259.20	$270.00	
Channel Mileage Termination	CZ4X4	$296.25	$309.15	$322.00	
Channel Mileage Termination	CZ4X5	$299.00	$312.00	$325.00	
Channel Mileage – per mile	1YZX1	$30.90	$32.25	$33.60	
Channel Mileage – per mile	1YZX2	$32.10	$33.50	$34.90	
Channel Mileage – per mile	1YZX3	$35.35	$36.90	$38.40	
Channel Mileage – per mile	1YZX4	$44.20	$46.10	$48.00	
Channel Mileage – per mile	1YZX5	$45.10	$47.05	$49.00	
(1)					(D)
(1)					
(1)					
(1)					
(1)					
(1)					
(1)					
(1)					
SONET Xpress Service					(D)
Premise Termination (DS3)	NYA3X	$1,140.80	$1,190.40	$1,240.00	
CO Connection (DS3)	NYO3X	$46.20	$50.60	$55.00	

(1) See footnote (1) on page 22-495.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.7 Rates and Charges (Cont'd)

(A) Nonrecurring Charges (NRC)

The Customer must pay the applicable NRC for installation and rearrangement as listed below. Any NRC not listed below will continue to be billed at the applicable tariff rates as described in Ameritech Tariff F.C.C. No. 2.

Description	**Zone**	**Applicable USOC**	**NRC**
DS3 Service			
Customer Connection Charge, per termination	1	NRMG1	$0.00
Customer Connection Charge, per termination	2	NRMG2	$0.00
Customer Connection Charge, per termination	3	NRMG3	$0.00
Customer Connection Charge, per termination	4	NRMG4	$420.00
Customer Connection Charge, per termination	5	NRMG5	$505.00
Design and Central Office Connection Charge, per circuit	All	NRMF*	$0.00

(N)

(This page filed under Transmittal No. 1473)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.8 Assignment/Transfer/Successors

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

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly, more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.61.9 Mergers/Acquisitions

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

22. [1] (D)

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[1] Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 62 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-515

22. [1] (D)

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[1] See footnote (1) on page 22-515

22. [1] (D)

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[1] See footnote (1) on page 22-515

22. [1] (D)

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[1] See footnote (1) on page 22-515

22. Pricing Flexibility Contract Offerings

22.63 Contract Offer No. 63 – [1], [1], DS3 and DS1 Service Offer (D)

22.63.1 General Description

[1], [1], DS3 and DS1 Service Offer (Contract Offer No. 63) is an access services discount pricing plan that permits customers who meet the eligibility criteria described in Section 22.63.2 and the Terms and Conditions in Section 22.63.3 to purchase the [1] and [1] services at the rates listed in Section 22.63.5 and DS3/DS1 services at the rates listed in Section 22.63.5 with minimum purchase and in-service requirements. (D)

Contract Offer No. 63 is only available for subscription June 1, 2005 through July 1, 2005.

22.63.2 Eligibility Criteria

The following eligibility criteria must be met in order to receive Contract Offer No. 63 discounts:

(A) Services purchased under Contract Offer No. 63 must be located in the Chicago, IL Metropolitan Statistical Area (MSA).

(B) Contract Offer 63 applies to the following pricing-flexibility-qualified access services (Subject Services):

(1) [1]. (D)

(2) [1]. (D)

(3) DS3/DS1 Service - Ameritech Tariff F.C.C. No. 2, Section 7 for Phase 1 MSAs and Section 21 for Phase 2 MSAs.

22.63.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date the Telephone Company receives a completed Letter of Subscription (LOS) from the Customer.

The service term period (Service Term) for each new DS1, DS3, [1], and [1] service purchased is five (5) years commencing on the date the access service order is completed. Billing commences no later than five (5) days after the Telephone Company's completion of the access service order. (D)

At the expiration of the Service Term for each service, the Customer may select payment options in Section 7-Special Access Services or Section 21-Metropolitan Statistical Area Access Services depending on the service type. Contract Offer No. 63 is not renewable.

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[1] Material previously contained in this section has been deleted. OCN PTP and GigaMAN services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 63 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.63 Contract Offer No. 63 – (1), (1), DS3 and DS1 Service Offer (Cont'd) (D)

22.63.3 Terms and Conditions (Cont'd)

(B) Other Terms and Conditions

(1) Contract Offer No. 63 is available for subscription only from June 1, 2005 through July 1, 2005.

(2) Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(3) If the Customer discontinues service under Contract Offer No. 63 during the Term Period, termination liability charges will apply in accordance with Section 22.63.8;

(4) If after the Telephone Company has submitted the Letter of Subscription and prior to the commencement of the Term Period, the Customer cancels the Letter of Subscription, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(5) If the Customer requests additional service features and functions not included in Section 22.63.5, the Customer must pay the tariff rates for those additions as contained in Section 7-Special Access Service or Section 21-Metropolitan Statistical Area Access Services depending on the service type, unless such service is made subject to another tariff, including any applicable pricing flexibility tariff, in which case such other tariff shall apply.

(6) Customer must meet minimum purchase requirements at the rates, terms and configurations specified Section 22.63.5. Minimum purchase requirements must be achieved through new installations, as follows:

(a) Within six (6) months of subscription to this Contract Offer, Customer must purchase one (1) (1), three (3) (1), two (2) DS3 to (1) upgrades, one (1) (1), sixteen (16) DS3 and seventy (70) DS1 services. (D) (D)

(b) Within 12 months of subscription to this Contract Offer, Customer must purchase an additional 20 DS3 and 100 DS1 services

(7) Customer must meet and maintain minimum in-service level requirements, as described in Section 22.63.4(A), to include the existing services, as described in Section 22.63.3(B)(8), and the minimum purchase requirements as described in Section 22.63.3(B)(6). If the Customer fails to meet the minimum in-service levels described in Section 22.63.4(A) at any time during the Term Period, Shortfall charges will apply pursuant to Section 22.63.4 (C).

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(1) See footnote (1) on page 22-520

22. Pricing Flexibility Contract Offerings (Cont'd)

22.63 Contract Offer No. 63 – (1), (1), DS3 and DS1 Service Offer (Cont'd) (D)

22.63.3 Terms and Conditions (Cont'd)

(B) Other Terms and Conditions (Cont'd)

(1) Upon subscription to this Contract Offer, the Customer may convert existing DS1 and DS3 services, not to exceed thirty (30) DS1s and four (4) DS3s, to be included in the in-service level requirements , as described in Section 22.63.4(A). Existing DS1 and DS3 services converted must have been purchased after January 1, 2005. All applicable rates, terms and conditions pursuant to this Contract Offer will apply to these converted DS1 and DS3 services.

(2) During the Term Period, the Customer will have the option to purchase, in addition to the DS1 and DS3 service outlined in 22.63.3(B)(6), an additional 80 DS3 and 550 DS1 services at the rates, terms and configurations specified in Section 22.63.5, provided they are within the in-service requirements as outlined in Section 22.63.4(A).

(3) All services covered under this Contract Offer must be ordered with a Service Term of five (5) years, pursuant to Section 7-Special Access Service or Section 21-Metropolitan Statistical Area Access Services depending on the service type. Services will be subject to the terms and conditions of the underlying service term plans, including without limitation and termination liability provisions therein.

(4) If Shortfall charges are not paid within the timeframes specified in Section 22.63.4, termination liability charges will apply pursuant to Section 22.63.8.

(5) All DS1 and DS3 services ordered at a time when the Customer is above the service requirements specified in Section 22.63.4(A) will be charged prevailing tariff rates available in Section 7.5.9 or 21.5.2.7 depending on the MSA relief level in effect at the time the service is ordered, unless such service is made subject to another tariff, including any applicable pricing flexibility tariff, in which case such other tariff shall apply.

(13) The Customer may move or disconnect DS3 or DS1 services throughout the term period within the MSA listed in Section 22.63.2 of this Contract Offer pursuant to Section 22.63.4.

(14) The Customer may purchase up to 4 additional (1) circuits under this Contract Offer pursuant to the rates listed in Section 22.63.5. (D)

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(1) See footnote (1) on page 22-520

22. Pricing Flexibility Contract Offerings (Cont'd)

22.63 Contract Offer No. 63 – [1], [1], DS3 and DS1 Service Offer (Cont'd) (D)

22.63.3 Terms and Conditions (Cont'd)

(B) Other Terms and Conditions (Cont'd)

(15) Customer must pay their bill in full throughout the Term Period (not including outstanding disputes). Failure to do so will place this Contract Offer into default and termination charges described in Section 22.63.8 will apply.

(16) Subject Services provided under this Contract Offer shall be afforded credit allowances for service interruptions subject to the terms and conditions outlined in F.C.C. No. 2, Section 2.4.4.

22.63.4 Service Requirements

(A) In-Service Levels:

The Customer must meet and maintain the following minimum in-service levels throughout the Term Period as a result of the new DS1 and DS3 services purchased under this Contract Offer (combined with the existing services converted to this Contract Offer, as referenced in Section 22.63.3.8). With the exception of the existing services referenced in Section 22.63.3.8, no services purchased and in service prior to the date of subscription of this Contract Offer will count toward satisfying the in-service level requirements below:

(1) 100 DS1s and 20 DS3s within 6 months of contract subscription
(2) 200 DS1s and 40 DS3s within 12 months of contract subscription

In-service levels cannot exceed 750 DS1s and 120 DS3s during the Term Period of this Contract Offer. A Local Distribution Channel must be ordered to be considered toward the in-service level requirements specified in this section.

(B) Portability

The Customer may move or disconnect DS1s or DS3s purchased under this Contract Offer without incurring termination liability charges provided the Customer has achieved and maintains the minimum in-service levels outlined above in Section 22.63.4(A) during contract years 2 through 5, per a quarterly review process.

Total in-service levels of DS1 and DS3 circuits ordered under this Contract Offer will be reviewed on a quarterly basis.

This quarterly review will be for the purpose of determining eligibility for credits of termination liability associated with moves and disconnections. Verification will be done 30 days after the close of each quarter. Total in-service levels will be based on services purchased under this Contract Offer.

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[1] See footnote (1) on page 22-520

22. Pricing Flexibility Contract Offerings (Cont'd)

22.63 Contract Offer No. 63 – [1], [1], DS3 and DS1 Service Offer (Cont'd) (D)

22.63.4 Service Requirements (Cont'd)

Portability Credits

(1) If the current quarter's in-service levels are equal to or exceed the minimum in-service levels required in Section 22.63.4(A), the Telephone Company will credit termination liability charges.

(2) If the current quarter's in service levels are below the minimum in-service levels required in Section 22.63.4(A), the Telephone Company will not credit termination liability charges for any moves or disconnects ordered during that quarter.

(C) Shortfall Payments

Customer must meet in-service level requirements for DS1 and DS3 services purchased under this Contract Offer pursuant to Section 22.63.4(A). Total in-service levels of DS1 and DS3 circuits ordered under this Contract Offer will be reviewed annually (at the end of each contract year) for the purpose of determining shortfall payment requirements. If at the end of a contract year, the in-service levels are less than the in-service level requirements required in Section 22.63.4(A), the Customer will be assessed a shortfall charge. The shortfall charge is calculated as follows:

$165 per DS1 short of in-service level requirement x 12 months $800 per DS3 short of in-service level requirement x 12 months

Example:

If in-service DS1 volumes at end of year 1 = 90 and in service
DS3 volumes = 30, then shortfall charge =

DS1 shortfall = (100 – 90) x ($165) x (12 months) = $19,800
DS3 shortfall = (40-30) x ($800) x (12 months) = $96,000

Total shortfall charge Year 1 = $19,800 + $96,000 = $115,800

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[1] See footnote (1) on page 22-520

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.63 Contract Offer No. 63 – (1), (1), DS3 and DS1 Service Offer (Cont'd) (S)

22.63.5 Rates and Charges

(A) The Monthly Recurring Charge (MRC) for the (1), (1) and (1) services will be $27,218. The elements and quantities included in this MRC are the following: (S)

Product Element	USOC	Quantity	
(1)			(S)
(1)			(S)
(1)			(S)
(1)			(S)
(1)			(S)
OC-12 Cross-connect	OCCDX	2	(Z)
(1)			(S)
(1)			(S)
OC-12 Cross-connect	OCCDX	2	(Z)
(1)			(S)
(1)			(S)
OC-12 Cross-connect	OCCDX	2	(Z)
(1)			(S)
(1)			(S)
OC-3 Cross-connect	OCCCX	2	(Z)
(1)			(S)
(1)			(S)
(1)			(S)
(1)			(S)
OC-3 Cross-connect	OCCCX	2	(Z)
(1)			(S)
(1)			(S)

(B) The Customer will receive a 30% discount on up to five (5) (1) circuits purchased pursuant to this Contract Offer. (S)

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(1) See footnote (1) on page 22-520.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.63 Contract Offer No. 63 – [1], [1], DS3 and DS1 Service Offer (Cont'd) (D)

22.63.5 Rates and Charges (Cont'd)

(C) The following MRCs will apply for all DS3s purchased pursuant to this Contract Offer:

Product Element	**USOC**	**Quantity**
Local Distribution Channel	TZUP1 TZUP2 TZUP3 TZUP4 TZUP5	$800
Channel Mileage Termination	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	$240
Channel Mileage – Per Mile	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	$33
3/1 Central Office Multiplexor	QM3X1 QM3X2 QM3X3 QM3X4 QM3X5	$400

(D) The following MRCs will apply for DS1 circuits with a configuration of one (1) Local Distribution Channel (LDC), two (2) Channel Mileage Terminations (CMT), and the Channel Mileage (CM) specified in the below table:

Configuration	**Channel Mileage**	**MRC**
1 LDC	0	$95
1 LDC, 2 CMTs, CM	1-10	$165
1 LDC, 2 CMTs, CM	11-20	$205
1 LDC, 2 CMTs, CM	21-30	$255

(E) The following MRCs will apply for DS1 circuits with a configuration of one (2) LDCs, two (2) CMTs, and the Channel Mileage (CM) specified in the below table:

Configuration	**Channel Mileage**	**MRC**
2 LDCs	0	$190
2 LDC, 2 CMTs, CM	1-10	$260
2 LDC, 2 CMTs, CM	11-20	$300
2 LDC, 2 CMTs, CM	21-30	$350

A Local Distribution Channel must be ordered in order to count toward the DS1 and DS3 in-service requirements specified in Section 22.63.3 and 22.63.4.

[1] See footnote (1) on page 22-520

22. Pricing Flexibility Contract Offerings (Cont'd)

22.63 Contract Offer No. 63 – [(1)], [(1)], DS3 and DS1 Service Offer (Cont'd) (D)

22.63.6 Assignment and Transfer

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

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

22.63.7 New Special Access Service Offerings

If the Telephone Company makes available one or more new special access service offerings, or other offerings capable of substituting for the Subject Services provided under this Contract Offer, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Services provided under this Contract offer, without incurring termination liability under this Contract Offer, provided, however, that the Customer's Contract Offer or other contract or tariff governing the new service offerings must include a term period and revenue commitment that are the same as, or greater than, this Contract Offer.

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(1) See footnote (1) on page 22-520

22. Pricing Flexibility Contract Offerings (Cont'd)

22.63 Contract Offer No. 63 – [1], [1], DS3 and DS1 Service Offer (Cont'd) (D)

22.63.8 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in Ameritech Operating Companies, F.C.C. No. 2, Section 7. If the Customer terminates this Contract Offer before the completion of the term period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination Liability charges will also apply if the customer is not in compliance with the Eligibility Criteria in Section 22.63.2 or the Terms and Conditions in Section 22.63.3. In the event of an annual shortfall as defined in Section 22.63.4(C), termination and liability charges as defined in this section shall not apply provided the Customer pays the shortfall payments pursuant to Section 22.63.4(C) within 30 days of the contract year end date.

These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below.

The Customer's termination liability charges shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's Service Term Period for all services under contract.

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[1] See footnote (1) on page 22-520

22. Pricing Flexibility Contract Offerings

22.64 Contract Offer No. 64 – Special Access Service Offer

22.64.1 General Description

Special Access Service Offer (Contract Offer No. 64) is an access discount pricing plan for which subscription is required in the following Access Tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Pacific Bell Telephone Company Tariff F.C.C. No. 1, Southwestern Bell Telephone Company Tariff F.C.C. No. 73, and The Southern New England Telephone Company Tariff F.C.C. No. 39. Contract Offer No. 64 is available to any Customer with at least $26.5 million in cumulative annual recurring revenue for Contributory Services as defined herein. The Customer must meet the Eligibility Criteria set forth in Section 22.64.2 and also must comply with all Terms and Conditions of this Contract Offer.

Contract Offer No. 64 requires the Customer to maintain a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year Term Period as defined in Section 22.64.4(A). The MARC shall include all Contributory Services purchased from the Telephone Company or its affiliates available under this Contract Offer. Contributory Services include Contributory Subject Services, as described in Section 22.64.2(C), herein, in addition to the following Contributory Non-Subject Services (that are not Contributory Subject Services): (1), ATM, Frame Relay and the following InterLATA services: DS0, DS1, DS3, (1), (1), (1), and (1). Contributory Services that are Non-Subject Services shall not be eligible for discounts or other incentives provided under this Contract Offer. All Contributory Services described above must be purchased through the SBC wholesale sales channel (SBC Industry Markets). Any ATM, Frame Relay or InterLATA Contributory services shall be provided pursuant to agreements and/or contracts. Such agreements and/or contracts shall be available for review at the website established to make public any agreements for these services. Customers may reference https://primeaccess.att.com. (T)

In the event the Customer does not meet its MARC as of each Anniversary Date of the Term Period, the Customer must remit the shortfall payment via the Annual True-Up process set forth in Section 22.64.4(D). Notwithstanding the obligation to pay such shortfall payment, if the Customer does not comply with all terms and conditions of this Contract Offer (exclusive of terms and conditions of non-tariffed agreements referenced herein), termination liability charges, in accordance with Section 22.64.9, shall apply. Contract Offer No. 64 will only be available June 2, 2005 through July 2, 2005.

22.64.2 Eligibility Criteria

(A) The Customer must meet the following Eligibility Criteria in order to subscribe to Contract Offer No. 64, and must continue to meet the Eligibility Criteria as described below throughout the Term Period of this Contract Offer:

(1) Contract Offer No. 64 is available for services located in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, Chicago, IL;
- Davenport/Rock Island/Moline, Decatur, Peroria/Pekin, Rockford, Springfield, St Louis, IL;
- Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Louisville, Muncie, South Bends, IN;
- Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing, Saginaw-Bay City-Midland, MI;
- Akron, Cleveland-Lorain-Elyria, Columbus, Dayton, Toledo, OH;
- Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

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(1) Material previously contained in this section has been deleted. OCN PTP, DRS, GigaMAN, MON and OPT-E-MAN ® services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 64 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64. 2 Eligibility Criteria (Cont'd)

(A) (Cont'd)

If the Telephone Company receives pricing flexibility relief in additional MSAs, any eligible Subject Services that the Telephone Company provides to the Customer pursuant to this Contract Offer available in those additional MSAs may, at the Customer's option, be included in this Contract Offer, beginning with the first year after the Telephone Company receives pricing flexibility in those additional MSAs; provided that the MARC increases to reflect the recurring annual revenues associated with the additional Contributory Subject Services, as described in Section 22.64.4;

(2) The Customer's first and second year MARC shall be $26.5 million in cumulative annual recurring revenue for Contributory Services in the following SBC Companies: Ameritech Operating Companies (Ameritech), Pacific Bell Telephone Company, Southwestern Bell Telephone Company, and The Southern New England Telephone Company. Other Contributory Services may be provided by other SBC companies;

(3) Customer cannot subscribe to Contract Offer No. 64 concurrently with SBC's MVP Offering in Section 19; and

(4) The Customer must maintain an Access Service Ratio, equal to or greater than 98%. The Access Service Ratio is defined in Section 22.64.3(E) and will be measured quarterly.

(B) Concurrent Subscription

The Customer must concurrently subscribe to the identical Contract Offer of Contract Offer No. 64 pursuant to the following tariffs:
(1) Southwestern Bell Telephone Company Tariff F.C.C No. 73, Section 41, Contract Offer No. 48;
(2) Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section 33, Contract Offer No .56. and
(3) The Southern New England Telephone Company Tariff F.C.C. No. 39, Section 25, Contract Offer No. 16.

(C) Contributory Subject Services
Contract Offer No. 64 applies to pricing-flexibility-qualified access services (hereafter referred to as Contributory Subject Services) contained in the following tariff sections:

(1) VG/DS0 Services – Ameritech Tariff F.C.C. No. 2, Sections 7.5.15, 7.5.9 (A) for Phase I MSAs, and Sections 21.5.2.3, 21.5.2.7 (A) for Phase II MSAs;
(2) DS1/DS3 Service - Ameritech Tariff F.C.C. No. 2, Sections 7.5.9 (B), 7.5.9(C) for Phase I MSAs and Section 21.5.2.7 (B), 21.5.2.7 (C) for Phase II MSAs;
(3) (1); (D)

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(1) See footnote (1) on page 22-529

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.2 Eligibility Criteria (Cont'd)

(C) Contributory Subject Services (Cont'd)

(4) [1]; (D)
(5) SONET Xpress Service – Ameritech Tariff FCC No. 2, Section 7.5.12 for Phase IMSAs and Section 21.5.2.10 for Phase II MSAs;
(6) [1]; and (D)
(7) [1]. (D)

All Terms and Conditions for the Contributory Subject Services listed above are governed by their respective tariff sections except as noted herein. Annual recurring revenue generated from these services will be used in the MARC calculations defined in Section 22.64.4. Only the Contributory Subject Services listed above are eligible for the discounts provided under this Contract Offer. If, during the Term Period of this Contract Offer, additional services become eligible for pricing flexibility, those additional services may, at the Customer's option, be included among the Contributory Subject Services eligible under this Contract Offer, beginning with the first year after the additional services become eligible for pricing flexibility, provided that the MARC increases to reflect the recurring annual revenues associated with the additional Contributory Subject Services, as described in Section 22.64.4.

22.64.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date the Customer executes a Letter of Subscription (LOS). The Anniversary Date shall be based on the date of the executed LOS. Contract Offer No. 64 is not renewable.

Contributory Subject Services to which the Customer already subscribes as of the commencement of the Term Period, or any additional Contributory Subject Services included in this Contract Offer after commencement of the Term Period in accordance with the terms and conditions set forth herein, must be converted to five (5) year term payment plans (where available), in order to receive discounts pursuant to this Contract Offer. If the five (5) year term payment plan is not available for certain Contributory Subject Services, the Customer must select from the longest term plan available for the Contributory Subject Service. The Customer may select from any year term payment plan for purchases of new Contributory Subject Services after the commencement of the Term Period of this Contract Offer. Services are subject to certain rates, charges, and general Terms and Conditions in other sections of F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such Terms and Conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

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[1] See footnote (1) on page 22-529

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.3 Terms and Conditions (Cont'd)

(B) Contract Offer No. 64 is only available for subscription June 2, 2005 through July 2, 2005

(C) The Customer must submit a completed LOS to the Telephone Company

(D) The Customer must subscribe to this Contract Offer in accordance with the regulations set forth in Ameritech Tariff F.C.C. No. 2, Section 5 – Ordering Options for Switched Access and Special Access Services.

(E) Access Service Ratio

As referenced in Section 22.64.2(A)(4), the Customer and its subsidiaries must maintain an Access Service Ratio of 98% or greater. The Customer shall not migrate any Contributory Services to or from any affiliates in a manner that would affect its obligations under this provision. The ratio, calculated quarterly, is the Access Revenue divided by Access Revenue plus Wholesale Revenue. To maintain compliance with this Contract Offer, the ratio must be greater than or equal to 98%. The 98% ratio is calculated as follows:

Access Revenue
Access Revenue + Wholesale Revenue

(1) Access Revenue is the Customer's and its affiliates' interstate recurring billed revenue associated with the rate elements, as defined in table A:

TABLE A:

Service	General/Basic Description
Voice Grade	7.2.3
Base Rate (DS0), DS1 and DS3 Services	7.2.9
(1)	
(1)	
(1)	
(1)	

(D)
(D)

(2) Wholesale Revenue is the Customer's and its subsidiaries' recurring billed revenue for associated rate elements, as defined in Table B, not included in the interstate tariff(s).

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(1) See footnote (1) on page 22-529

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.3 Terms and Conditions (Cont'd)

TABLE B:

Service Level	**Associated Rate Elements Not Included in Interstate Tariff**
DS1/LT1	**4-wire digital loop** **DS1 Entrance Facilities** **DS1 Interoffice Transport** **DS1 Cross Connects** **DS1 Multiplexing** **All DS1 non-tariffed Committed Information Rate Broadband Services**
DS3/LT3	**DS3 Loop** **DS3 Entrance Facilities** **DS3 Interoffice Transport** **DS3 Cross Connects** **DS1/DS3 Multiplexing** **All DS3 non-tariffed Committed Information Rate Broadband Services**
OC-3 **OC-12** **OC-48**	**OC-3 Entrance Facilities** **OC-3 Interoffice Transport** **OC-3 Cross Connects** **OC-3 Multiplexing** **OC-12 Entrance Facility** **OC-12 Interoffice Transport** **OC-12 Cross Connects** **OC-12 Multiplexing** **OC-48 Entrance Facilities** **OC-48 Interoffice Transport** **OC-48 Cross Connects** **OC-48 Multiplexing** **All OCN equivalent non-tariffed Committed Information Rate Broadband Service**
Other Transport Products	**Dark Fiber – Interoffice** **Dark Fiber – Loop** **Dark Fiber – Subloop** **Dark Fiber Cross Connects** **Unbundled Dedicated Transport**

(Z)

(Z)

(3) As new rate elements are introduced to Table A in this section, all recurring revenues associated with the new rate elements will automatically be added to the Customer's Access Revenue, as defined in this section, for calculation of the Access Service Ratio.

(4) As new rate elements are introduced to Table B in this section, all recurring revenues associated with the new rate elements will automatically be added to the Customer's Wholesale Revenue, as defined in this section, for calculation of the Access Service Ratio.

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.3 Terms and Conditions (Cont'd)

(5) If the Customer fails to meet the Access Service Ratio in any given quarter of the term, upon notification from the Telephone Company, the Customer has ten (10) business days to notify the Telephone Company in writing that it will meet or exceed the 98% Access Services Ratio within 60 days. Failure to achieve compliance in 60 days will constitute a default and the Telephone Company shall have the right to terminate this Contract Offer, unless the Customer has acted in good faith to achieve compliance and the Customer's failure to achieve compliance within 60 days is caused by delay attributable to the Telephone Company. In the event of a termination by the Telephone Company, termination liability charges will apply as set forth in Section 22.64.9.

(6) Credits will not be issued until the Customer has met the 98% Access Services Ratio.

(F) The Customer may not subscribe to any future Contract Offerings in Section 22 in conjunction with this Contract Offer or that might be offered by the Telephone Company for Subject Services covered under this Contract Offer unless expressly permitted in the future Contract Offer.

(G) The Customer must pay billed charges in full throughout the Term Period of this Contract Offer, excluding amounts being disputed. The Telephone Company will exhaust its remedies under Section 2.4.1 of F.C.C. Tariff No. 2 before exercising any remedy under this section. The Telephone Company will provide Customer written notice (via registered letter to Customer's General Counsel) of non-compliance. Customer will have thirty (30) days from receipt of the written notice to comply, which may be extended by mutual agreement of the parties to allow the Parties to attempt to resolve any disputes. During this thirty (30) day period or a period to be mutually agreed upon by the Parties, the Parties will cooperate in good faith to attempt to resolve any pending disputes. If, after the Parties have exhausted attempts to resolve any pending disputes or have resolved disputes and the Customer does not comply with the written notice of non-compliance, the Telephone Company shall have the right to terminate this Contract Offer. In the event of termination by the Telephone Company, termination liability charges as set forth in Section 22.64.9 will apply. Credits will not be issued until the Customer has paid all billed charges (excluding disputes). Any disputed billing amounts that have been resolved in favor of the Telephone Company are due and payable as described in Section 2.4.

(H) The Customer will continue to receive the benefit of rate stability for any Contributory Subject Services currently under a term plan with the Telephone Company that provides for rate stability.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.4 Minimum Annual Revenue Commitment (MARC)

(A) Calculation of the MARC

The Customer must establish and maintain a MARC as provided in this Contract Offer. The MARC for the first and second year of the Term Period (Years 1 and 2) will be established when the Telephone Company receives the LOS from the Customer. For purposes of calculating the MARC for Year 1, recurring annual revenue for all Contributory Services shall be included in the calculation based on the rates that would apply to the Contributory Subject Services for a five-year minimum term, regardless of whether the Subject Services were actually purchased pursuant to a five-year term at the time of the Customer's subscription to this Contract Offer. Recurring annual revenue for Contributory Services that are not Contributory Subject Services shall be included in the calculation based on the actual rates applicable to those Contributory Services at the time of calculation.

The Customer's MARC for Year 1 shall be $26.5 Million, or four times the Customer's monthly recurring revenue for Contributory Services during the three months immediately preceding the receipt of the signed LOS, whichever is greater. The Customer's Year 2 MARC will be equal to the Year 1 MARC.

The MARC will be re-established, effective on the Anniversary Dates, beginning on the second anniversary (the beginning of Year 3). The MARC for Year 3 and subsequent years will be based on the Customer's actual monthly recurring revenue for all Contributory Services during the previous 3 months multiplied by 4, or the then-current MARC, whichever is greater.

Example 1:
The Contract Tariff date is May 1, 2005. The MARC for Year 2 is $26.5M. The Customer's actual revenue to Telephone Company from February 1, 2007 to April 30, 2007 is $8M. The new Year 3 MARC, effective May 1, 2007, is $32M ($8M multiplied by 4 equals $32M.)

Example 2:
The Contract Tariff date is May 1, 2005. The MARC for Year 2 is $26.5M. The Customer's actual revenue to Telephone Company from February 1, 2007 to April 30, 2007 is $6M. The new Year 3 MARC, effective May 1, 2007, is $26.5M. (The $26.5M MARC is due to the fact that the MARC recalculation cannot result in a MARC lower than the current MARC.)

If the Telephone Company receives additional pricing flexibility relief for MSAs that are not listed in Section 22.64.2, or if additional Contributory Subject Services that are not listed in Section 22.64.2 become eligible for pricing flexibility, the additional MSAs or Contributory Subject Services may be included, at the Customer's option, in this Contract Offer, beginning with the first year after the additional MSAs or Contributory Subject Services became eligible for pricing flexibility. Upon Customer's written notification to the Telephone Company of their intent to exercise this option, the Telephone Company will recalculate the MARC to incorporate the recurring annual revenues from those MSAs or Subject Services and will include those revenues in the calculations described herein.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Inclusion of Additional Contributory Services

Not withstanding anything to the contrary herein, the Customer may, at its option, include in this Contract Offer any Contributory Services being provided to the Customer by the Telephone Company, but which are being provided to the Customer according to a tariff or contract other than this Contract Offer, provided, however, that the MARC must be increased to reflect the recurring annual revenues associated with the additional Contributory Services, as provided in Section 22.64.4. If any additional Contributory Services are ATM, Frame Relay or InterLATA services, those additional Contributory Services shall be provided pursuant to an agreement and/or contract which shall be available for review at the following web site: https://primeaccess.att.com. (T)

Example
Year 1 MARC = $26.5M
If during Year 1, Customer wishes to include $2M of annual spend currently purchased from the Telephone Company under another tariff or contract and if those services qualify as Contributory Services, the new Year 1 MARC is $28.5M.

(C) MARC Adjustments

(1) The Customer shall have the right to adjust the MARC downward by up to 10%. This adjustment can only be made one time during the Term Period at anytime after the first 24 months of the Term Period (beginning with the establishment of the Year 3 MARC). To exercise this option, the Customer must notify the Telephone Company, in writing, at least 60 days prior to the Anniversary Date.

(2) The MARC adjustment shall apply prospectively only. If Customer exercises this option, reduced discounts (as specified in Table D Section 22.64.5 (B)) will apply for the remainder of the Term Period and certain provisions of the Contract Offer will no longer apply as provided in Section 22.64.5 (B). Also, if the Customer exercises this option, any MARC adjustments associated with SLA penalties offered in Section 22.64.5 shall not apply for the remaining years of the Term Period. If the Customer uses the MARC adjustment option in conjunction with any of the Merger and Acquisition options outlined in Section 22.64.7, reduced discounts will remain for the life of the Term Period, and discounts previously received during that contract year will not be re-rated, provided the Eligibility Criteria in Section 22.64.2 and Terms and Conditions in Section 22.64.3 have been met prior to the MARC adjustment, and certain provisions will no longer apply as detailed in Section 22.64.5(B).

(3) The MARC will be adjusted automatically pursuant to SLA measurement guidelines specified in Section 22.64.5, unless the MARC adjustment option discussed in Section 22.64.4 (C) (1) is exercised.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(D) Failure to Achieve the MARC

The Customer and Telephone Company agree to exchange information quarterly, and meet quarterly if necessary, to review the Customer's progress toward achieving the MARC for the term year and Telephone Company's progress on SLA targets. The Customer and Telephone Company agree that they will meet in the ninth month of each term year to discuss and address, if necessary, compliance with the Terms and Conditions of the Contract Offer prior to the Anniversary Date.

If the Customer fails to achieve the annual MARC commitment as of the Anniversary Dates of each year of the Term Period, the Customer will be notified by the Telephone Company.

The Customer must remit an Annual True-Up payment, the amount of which will be calculated as the difference between the annual MARC for the current term year and the actual recurring annual revenue for the Contributory Services during that term year.

If the Telephone Company does not receive the Annual True-Up amount within 30 days of the Customer's receipt of its notification, the Customer shall be deemed to have terminated this Contract Offer, and termination liability charges will apply as set forth in Section 22.64.9.

22.64.5 Discounts and Other Credits

(A) Discount Schedule and Application

(1) Table C contains the level of discounts for this Contract Offer.

TABLE C:

Year	MARC Discount	Discount on Recurring Revenue above the MARC
1	0%	0%
2	5%	5%
3	10%	10%
4	11%	11%
5	12%	12%

Example for Year 2:

Customer's MARC = $26.5M
Customer's annual recurring revenues for Contributory Services = $32M
Customer's annual recurring revenues for Subject Services = $30M
Customer will receive a 5% discount on $30M (issued annually in accordance with subsection (2)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.5 Discounts and Other Credits (Cont'd)

(A) Discount Schedule and Application (Cont'd)

(2)The Customer will receive the 0%, 5%, 10%, 11%, or 12% discount (depending on the year outlined in Table C) on annual recurring revenues for Contributory Subject Services, provided that the Customer meets or exceeds the MARC. The discount will be applied no later than 60 days after each Anniversary Date. Recurring revenue generated from Subject Services that were not included in this Contract Offer at the time of subscription are not eligible for discounts under this Contract Offer unless, and until, those Contributory Subject Services have been added to this Contract Offer pursuant to Section 22.64.2, Section 22.64.4 Section 22.64.7 or Section 22.64.8.

(B) MARC Adjustments - Discount Schedule and Application

Table D outlines discounts that the Customer will be eligible to receive following a MARC adjustment option pursuant to Section 22.64.4 (C)

TABLE D

	MARC Discount	Above MARC Discount, if available
MARC Adjustment	Year 3 – 4% Year 4 – 5% Year 5 – 6%	Year 3 – 4% Year 4 – 5% Year 5 – 6%

Following a MARC adjustment, above the MARC discounts are available only if, during any year, the MARC for that year is equal to or greater than the MARC in effect immediately prior to the adjustment.

Example
The Customer's Year 3 MARC is $30M (calculated as revenue from the last quarter in year 2 x 4). On the Anniversary Date at the beginning of Year 4, the Customer's Year 3 annual recurring revenue for Contributory Services is $25M. The Customer elects to invoke the MARC adjustment option and adjust the MARC downward by 10%. The Customer's Year 4 recalculated MARC is therefore $27M = ($30M x 90%). The Customer must make an Annual True-Up payment for Year 3 in the amount of $5M. If the Customer fails to make the True-Up payment, the Customer will be in default and termination liabilities will apply. Under this scenario, the Customer will not become eligible for the above the MARC discounts provided in table D, above, until the Customer's MARC in a subsequent year equals or exceeds $30M.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.5 Discounts and Other Credits (Cont'd)

(C) Non-Recurring Charges

The Telephone Company will waive installation Non-recurring charges (NRCs) associated with the purchase of Contributory Subject Services pursuant to this Contract Offer. In the event that the installation NRCs are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis.

In order to receive credits for installation NRCs, the Customer must be in compliance with all terms and conditions of this Contract Offer. Additionally, if the Customer fails to meet the MARC on an Anniversary Date pursuant to Section 22.64.4 (A) and/or fails to pay the Annual True-Up as defined in Section 22.64.4 (D), termination liability charges will apply as set forth in Section 22.64.9.

The Customer must pay all other applicable non-recurring charges, including, but not limited to, rearrangement charges, special construction charges, access order charges, cancellation charges and Access Order Modification charges as described in Ameritech F.C.C. No. 2.5.2.2 for Subject Services pursuant to this Contract Offer.

(D) Portability

The Telephone Company will waive termination liability charges for moves and/or disconnection of Contributory Subject Services. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis. In order to receive credits or a waiver of termination liability charges for such moves and/or disconnects, the following conditions must be met:

(1) The Customer must be in compliance with all terms and conditions of this Contract Offer.

(2) The Customer shall be permitted to move and/or disconnect Contributory Subject Services from any of the identical Contract Offers, as described in Section 22.64.2 (B).

(3) DS1 Services must have been in service for a minimum of one (1) month from the original installation date.

(4) DS3, [(1)] and [(1)] Services must have been in service for a minimum of one (1) year from the original installation date. (D)

(5) [(1)], [(1)] and [(1)] Services must have been in service for a minimum of three (3) years from the original installation date. (D)

[(1)] See footnote (1) on page 22-529

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64– Special Access Service Offer (Cont'd)

22.64.5 Discounts and Other Credits (Cont'd)

(D) Portability (Cont'd)

(6) If, and to the extent that (1) becomes eligible for pricing flexibility, (1) may, at (D)
the Customer's option, become a Contributory Subject Service included in
this Contract Offer. If so, such (1) service shall be eligible for portability (D)
provided that, for each (1) circuit to be ported: (D)

(a) facilities necessary to provide (1), as specified in F.C.C. No. 2, Section 24, exist at the end user location in which the circuit is being moved; and (D)
(b) the circuit has been in service for a minimum of one (1) year from the original installation date.

If the Customer fails to meet the MARC on a contract Anniversary Date pursuant to Section 22.64.4 (A) and/or fails to pay the Annual True-Up as defined in Section 22.64.4 (D), termination liability charges will apply as set forth in Section 22.64.9.

(E) Service Level Assurance (SLA) Performance

Customer will be eligible for additional credits and/or MARC adjustments based upon the quality of service delivered by the Telephone Company during the Term Period of this Contract Offer. Pursuant to this Contract Offer, SLA credits and MARC adjustments will apply in the event the Telephone Company's SLA service performance level objectives are not met.

SLA performance targets are established for a twelve (12) month interval commencing with the subscription date of this Contract Offer.

The service performance targets will be based on the following four (4) measured service components:

(1) Percent Network Availability: The percent of the time all DS1, DS3 and (1) circuits are in service compared to the total expected availability during the reporting period factoring in both failure frequency and time to repair. (D)

(2) Mean Time To Repair (MTTR) of DS1 circuits: The average time it takes the Telephone Company to repair all of the Customer's DS1 circuits during the reporting period.

(3) Mean Time To Repair (MTTR) of DS3 and (1) circuits: The average time it takes the Telephone Company to repair all of the Customer's DS3 and (1) circuits during the reporting period. (D) (D)

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(1) See footnote (1) on page 22-529

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.5 Discounts and Other Credits (Cont'd)

(E) Service Level Assurance (SLA) Performance (Cont'd)

(4) On Time Delivery – Due Date: Calculated by dividing the number of Customer requests for new service and rearrangements of existing service that were missed for Telephone Company reasons by the total number of new service requests and rearrangements of existing service completed during the reporting period. The date used to determine whether or not the service request was missed is the service confirmation date provided on the Firm Order Confirmation (FOC). This measurement will apply to all of the Customer's DS1, DS3 and (1) services. (D)

Table E outlines the SLA performance targets for each measured service in each contract year.

Table E

Measured Service	Year 1 Target	Year 2 Target	Year 3 Target	Year 4 Target	Year 5 Target
% Network Availability (DS1-(1))	99.93%	99.96%	99.96%	99.99%	99.99%
MTTR (DS1 only)	4:45	4:30	4:30	4:15	4:15
MTTR (DS3 & (1))	3:15	3:15	3:00	3:00	3:00
On Time Delivery – Due Date (DS1-(1))	96.00%	96.50%	96.500%	97.00%	97.00%

(D)
(D)

(F) SLA Performance Penalties

At the conclusion of each Anniversary Date, the 12-month averages based on Telephone Company's provided results for each measured service will be compared to its corresponding target in Table E. For each measurement that is not achieved by the Telephone Company, the Customer will be eligible to receive credits as outlined in subsection (1) and MARC adjustments as outlined in subsection (2).

(1) The Customer will be eligible for the following credit amounts, as set forth in Table F. For each measurement that is not achieved by the Telephone Company after each Anniversary Date, credits will be paid into a Telephone Company account held on the Customer's behalf.

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(1) See footnote (1) on page 22-529

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.5 Discounts and Other Credits (Cont'd)

(F) SLA Performance Penalties (Cont'd)

Immediately following the Customer's subscription to this Contract Offer, the Telephone Company will establish a holding account with an initial balance of $300,000. The initial balance of the holding account represents the total, aggregate amount that the Customer will be eligible to receive across the regions identified in Section 22.64.2.B of this Contract Offer. The credit account will be applied for the purpose of improving service delivery and performance. The Customer and Telephone Company will cooperate in good faith to identify and plan appropriate service and/or service performance projects, which shall be planned and completed as Special Construction. The Telephone Company will follow the Special Construction guidelines provided in F.C.C. Tariff No. 3 for work performed pursuant to this provision, including standard time and materials rates, and shall be subject to any applicable additional charges for expediting or overtime. Work performed pursuant to this provision shall be credited to a designated BAN of the Customer's choice. The amount will be deducted from the SLA credit holding account. After the first Anniversary Date, the Telephone Company will annually add to the holding account the credit amount due to the Customer for each SLA measurement not met.

The Customer and the Telephone Company will work together to create a project schedule designed to ensure that projects are completed by the Telephone Company prior to the end of each term year.

The initial balance must be used within the first 12 months following the receipt of a signed LOS. Any amount remaining from the initial balance will not be allowed to carry over to Year 2, and will be forfeited. Any credit due to the Customer at the end of term year 5 will be available to the Customer in the holding account for the 12-month period subsequent to the end of the Term Period. Annual SLA performance credits must be used within the year after the credits were issued, and cannot be rolled over into the following year. Any amounts left over, after the year following the issuance of the credits, will be forfeited, provided, however, that projects on the project schedule that are not completed at the end of the term year can be completed in the subsequent year, and any allocated amounts associated with that project shall not be debited from the following year's holding account balance. If the Telephone Company fails to complete an agreed upon project on the project schedule at any time during the Term Period, the amount allocated for that project shall be carried over until the agreed upon project has been completed. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.5 Discounts and Other Credits (Cont'd)

(F) SLA Performance Penalties (Cont'd)

Table F

Service Quality Measure	Annual Credit if SLA Target not Met
% Network Availability (DS1-(1))	$100,000
MTTR (DS1 only)	$100,000
MTTR (DS3 & (1))	$100,000
On Time Delivery – Due Date (DS1-(1))	$100,000

(D)

(D)

The credits in Table F are the total, aggregate amounts that the Customer will be eligible to receive across the five regions identified in Section 22.64.2.B of this Contract Offer.

(2) The Customer will be eligible for the following MARC adjustments in Table G for each measurement that is not achieved by the Telephone Company at each Anniversary Date. However, if the Customer exercises the MARC adjustment option specified in Section 22.64.4, the MARC adjustments in Table G will not apply in the year that the MARC adjustment option is exercised and for the remaining years of the contract.

Table G

Service Quality Measure	Year in which Adjustment Applies	MARC Adjustment
% Network Availability (DS1-(1))	2	Decrease ½ %
MTTR (DS1 only)	2	Decrease ½ %
MTTR (DS3 & (1))	2	Decrease ½ %
On Time Delivery – Due Date (DS1-(1))	2	Decrease ½ %
% Network Availability (DS1-(1))	3, 4 or 5	Decrease 1%
MTTR (DS1 only)	3, 4, or 5	Decrease 1%
MTTR (DS3 & (1))	3, 4, or 5	Decrease 1%
On Time Delivery – Due Date (DS1-(1))	3, 4, or 5	Decrease 1%

(D)

(D)

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(1) See footnote (1) on page 22-529

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.5 Discounts and Other Credits (Cont'd)

(F) SLA Performance Penalties (Cont'd)

Example:
The percent decrease will be applied to the recalculated annual MARC. For example, the Customer's Year 4 MARC is set for $33M [(previous 3 months billing at end of year 3) X 4]. The Telephone Company achieved 1 out of the 4 measurements in year 3. The Year 4 MARC is then recalculated and set at $32.01M ($33M X 97%).

22.64.6 Assignment and Transfer

Subject to the provisions set forth in section 22.64.7 regarding mergers and acquisitions, if the Customer wishes to assign or transfer its use of services under this Contract Offer No. 64, pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 2, Section 2.1.2, unless: (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent company has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent company are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.7 Mergers and Acquisitions Involving the Customer

(A) The Terms and Conditions of Contract Offer No. 64 shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company (the foregoing generally referred to herein as a merger or acquisition). During or after the merger or acquisition, if the other company involved in the merger or acquisition also purchases Contributory Services from the Telephone Company, either directly or through any affiliates, then billed, recurring revenue for Contributory Services of the other company involved in the merger or acquisition will not be used in calculations of the MARC as discussed in Section 22.64.4 (A) or calculations to achieve the MARC discussed in Section 22.64.4 (B) or in the calculation of the Access Service Ratio discussed in Section 22.64.3(E), except as permitted by one of the provisions in this subsection.

(1) The Customer must be meeting MARC commitments and all Eligibility Criteria and Terms and Conditions outlined in Sections 22.64.2 and 22.64.3 in order to exercise the provisions under this subsection.

(2) Recurring revenue from Contributory Services from the other entity involved in the merger or acquisition cannot be applied to, or eligible for, any incentives or discounts contained in this Contract Offer, except as expressly permitted by one of the provisions herein.

(3) The Customer shall have four options (per merger or acquisition) to incorporate revenue from the other company or companies involved in the merger or acquisition. The Customer may elect only one of those options with respect to any particular merger or acquisition. If the Customer does not exercise any of those options in the manner provided herein, the Customer will not be permitted to use existing or future Special Access revenues from the other company or companies involved in the merger or acquisition in the Calculation of the MARC or Calculations to Achieve the MARC discussed in Section 22.64.4 (A) & (B), nor will such revenues be eligible for any discounts provided under this Contract Offer, nor will the Telephone Company apply existing or future Special Access or Wholesale Service revenues from the other company or companies in calculating the Access Service Ratio in Section 22.64.3(E).

(4) The acquisition and/or merger Transaction Close Date will be used to measure the length of time the following provisions are available. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

(5) If the Customer has selected, but not yet fully implemented, one of the options provided herein, the MARC, and any MARC adjustment calculation as provided in Section 22.64.4, will apply only to the Customer's original (pre-merger or acquisition) MARC and will not include revenue from the other company involved in the merger or acquisition.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.7 Mergers and Acquisitions Involving the Customer (Cont'd)

(A) (Cont'd)

(6) The Customer cannot combine any of the Merger and Acquisition provisions in
this subsection.

(7) The Telephone Company will calculate the actual recurring annual revenue of the other company involved in the merger or acquisition on the date the Customer selects one of the provisions in this subsection, in the same manner such revenue would be calculated for purposes of performing the annual recalculation of the MARC under this Contract Offer. Until the Customer has fully implemented one of the provisions in this subsection, the Customer will not be eligible to earn the above the MARC discounts discussed in Section 22.64.5 (A)(2) of this Contract Offer for revenue from the other company involved in the merger or acquisition. After the Customer has fully implemented one of the provisions in this subsection, the Customer will be eligible for above the MARC discounts provided in Section 22.64.5(A)(2) for recurring annual revenue above the new combined MARC.

(B) Mergers and Acquisitions Affecting Access Service Ratio

(1) If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company, and inclusion of the recurring revenue from Contributory Services from the other company or companies involved in the merger or acquisition into this Contract Offer will cause the Customer to fall below Access Services Ratio Terms and Conditions as defined in Section 22.64.3 (E), the Customer must select from Option 1 or 2 of this Section 22.64.7(B), below, to incorporate any recurring annual revenues from the other company involved in the merger or acquisition into this Contract Offer.

(2) The Customer must fully conform to Access Service Ratio within 18 months of the Transaction Close Date and must comply with the Access Conversion Schedule provided in Table H below. As long as the Customer is in compliance with the Access Conversion Schedule and the Customer's existing revenue complies with the Access Services Ratio, as provided in Section 22.64.3(E), MARC discounts will continue to apply and the Customer shall not be considered out of compliance with the Access Services Ratio Terms and Conditions as defined in Section 22.64.3(E).

(3) If, at any time the Customer does not comply with the Access Conversion Schedule provided in Table H, MARC discounts will be withheld and the Telephone Company will notify the Customer of non-compliance. The Customer will then have 60 days to comply with the Access Conversion Schedule. If the Customer does not comply within 60 days, this Contract Offer shall be deemed to be in default, and the Telephone Company shall have the right to terminate this Contract Offer. Upon such termination, termination liability charges will apply as provided in Section 22.64.9. Notwithstanding the foregoing, if the Telephone Company is primarily responsible for a delay in the Access Conversion Schedule, MARC discounts will continue to apply, the Customer shall not be considered out of compliance with the Access Services Ratio Terms and Conditions as defined in Section 22.64.3(E), and this Contract Offer will not be considered in default, provided, however, that each party shall exercise best efforts to comply.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.7 Mergers and Acquisitions Involving the Customer (Cont'd)

(B) Mergers and Acquisitions Affecting Access Service Ratio (Cont'd)

(3) (Cont'd)

Table H outlines the Unbundled Network Element (UNE) to Access conversion schedule that will be used to migrate the services.

Table H: Access Conversion Schedule

90 Day Period	Required Conversion Level
1st	10%
2nd	20%
3rd	50%
4th	75%
5th	85%
6th	100%

(a) Option 1

(i) The Customer must establish a temporary combined MARC by adding to the Customer's then current MARC at least 85%, but not more than 100% (at the Customer's option), of all recurring annual revenue for Contributory Services from the other company involved in the merger or acquisition for a period not to exceed 18 months from the Transaction Close Date. Recurring annual revenue for Contributory Services shall be calculated in a manner consistent with the annual recalculation of the MARC under this Contract Offer.

(ii) The Customer must exercise this option within 60 days following the Transaction Close Date.

(iii) This option is not available in Year 5 of the Term Period.

(iv) A permanent combined MARC will be established no later than 18 months following the Transaction Close Date using the following calculation, based on a calculation of the Customer's combined recurring annual revenue.

(1) The calculation of the Customer's combined annual recurring revenue shall include all Contributory Services for the combined company resulting from the merger or acquisition. The calculation of the Customer's combined permanent MARC shall be performed in the same manner as the annual MARC calculations provided in Section 22.64.4(A), above. Following the calculation of the combined permanent MARC, the MARC shall be recalculated for each year remaining in the Term Period, and the MARC-related terms and conditions of this Contract Offer shall be applied to the combined company, in the same manner as would otherwise apply under this Contract Offer.

(2) Notwithstanding anything to the contrary in this Contract Offer, the permanent combined MARC must be at least 85% of temporary combined MARC as defined in Section 22.64.7 (C) (1) (a). (N)

(N)

2. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.7 Mergers and Acquisitions Involving the Customer (Cont'd)

(B) Mergers and Acquisitions Affecting Access Service Ratio (Cont'd)

(b) Option 2

(i) The Customer must establish a combined MARC by adding to the Customer's then-current MARC at least 85%, but not more than 100% (at the Customer's option), of all recurring annual revenue for Contributory Services from the other company involved in the merger or acquisition. Recurring annual revenue for Contributory Services shall be calculated in a manner consistent with the annual recalculation of the MARC under this Contract Offer.

(ii) The Customer must exercise this option within 60 days following the Transaction Close Date.

(iii) This option is not available in Year 5 of the Term Period.

(C) Mergers and Acquisitions not Affecting Access Service Ratio

If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company and inclusion of recurring revenue from Subject Services from the other company or companies involved in the merger or acquisition into this Contract Offer will not cause the Customer to fall below Access Services Ratio Terms and Conditions as defined in Section 22.64.3 (E), the Customer must select from Option 3 or 4 of this Section 22.64.7(C) to incorporate into this Contract Offer any recurring annual revenues from the other company involved in the merger or acquisition.

(1) Option 3

(a) The Customer must establish a temporary combined MARC by adding at least 85%, but no more than 100% (at Customer's option), of all recurring annual revenue for Contributory Services from the other company involved in the merger or acquisition for a period not to exceed 12 months from the Transaction Close Date. Recurring annual revenue for Contributory Services shall be calculated in a manner consistent with the annual calculation of the MARC under this Contract Offer.

(b) The Customer must exercise this option within 60 days following the acquisition Transaction Close Date.

(c) This option is not available during Year 5 of the Term Period.

(d) A permanent combined MARC will be established no later than 12 months following the Transaction Close Date, based on a calculation of the Customer's combined recurring annual revenue.

(N)

(This page filed under Transmittal No. 1477)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.7 Mergers and Acquisitions Involving the Customer (Cont'd)

(C) Mergers and Acquisitions not Affecting Access Service Ratio (Cont'd)

(1) Option 3 (Cont'd)

(d) (Cont'd)

(i) The calculation of the Customer's combined annual recurring revenue shall include all Contributory Services for the combined company resulting from the merger or acquisition. The calculation of the Customer's combined permanent MARC shall be performed in the same manner as the annual MARC calculations provided in Section 22.64.4(A), above. Following the calculation of the combined permanent MARC, the MARC shall be recalculated for each year remaining in the Term Period, and the MARC-related terms and conditions of this Contract Offer shall be applied to the combined company in the same manner as would otherwise apply under this Contract Offer.

(ii) Notwithstanding anything to the contrary in this Contract Offer, the permanent combined MARC must be at least 85% of temporary combined MARC as defined in Section 22.64.7(C) (1)(a).

(2) Option 4

(a) The Customer shall establish a combined MARC by adding to the Customer's then-current MARC at least 85%, but not more than 100% (at the Customer's option), of all recurring annual revenue for Contributory Services from the other company involved in the merger or acquisition. Recurring annual revenue for Contributory Services shall be calculated in a manner consistent with the annual calculation of the MARC under this Contract Offer.

(b) The Customer must exercise this option within 60 days following the Transaction Close Date.

(c) This option is not available in Year 5 of the Term Period.

22.64.8 Merger or Acquisition Involving the Telephone Company.

In the event that the Telephone Company, or the corporate parent of the Telephone Company, or any affiliate of the Telephone Company or its corporate parent, in whole or in part, merges with, acquires, or purchases all stock or substantially all stock or certain assets of another company (the foregoing generally referred to herein as a merger or acquisition), and the Customer purchases special access services from the other company, then the following terms and conditions will apply:

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.8 Merger or Acquisition Involving the Telephone Company (Cont'd)

(A) If the Customer purchases any interstate special access services from the merged or acquired company, and such special access services are or become eligible for pricing flexibility, the Customer may include those special access services in this Contract Offer, subject to any terms or conditions of any contracts or tariffs pursuant to which the Customer is purchasing such special access services prior to the merger or acquisition, including any terms or conditions regarding termination liability. If the Customer chooses to include the services subject to the merger or acquisition in this Contract Offer, they shall become Contributory Subject Services within the meaning of this Contract Offer at the time they are included in this Contract Offer. At the time such Contributory Subject Services are included in this Contract Offer, the MARC shall be recalculated, including both the recurring annual revenues of the Contributory Services provided to the Customer prior to the merger or acquisition and the recurring annual revenues of the additional Contributory Subject Services previously provided by the merged or acquired Company.

(B) The Customer must notify the Telephone Company in writing, within 120 days of the Transaction Close Date, of any Contributory Services from the merged or acquired company that Customer wishes to include in this Contract Offer. Discounts and credits specified in Section 22.64.5 will not apply to services from the merged or acquired company until the MARC has been recalculated to reflect the additional Contributory Services included in this Contract Offer as a result of the merger or acquisition. The MARC recalculation to include these services will occur at the Customer's next Anniversary Date following receipt of the Customer's written notice described above.

22.64.9 Termination Liability

(A) Termination Liability Charges

Termination liability language described below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 7. If the Customer terminates Contract Offer No. 64 before the completion of the term for any reason whatsoever (other than a material default by the Telephone Company), the Customer must pay the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 90 days prior to the desired date of termination to the Telephone Company. This notification must include the date upon which the Customer will terminate the Contract Offer.

If the Customer fails to meet any of the eligibility criteria in Section 22.64.2, or fails to meet any of the Terms and Conditions in Section 22.64.3, then the Telephone Company shall provide the Customer with written notification of such non-compliance and the Customer will have sixty (60) days to comply. If the Customer does not comply within such time period, the Customer will be deemed to have terminated its participation in Contract Offer No. 64 and termination liability charges will apply as stated below and will be payable pursuant to F.C.C. No. 2, Section 2.4.

(N)

(This page filed under Transmittal No. 1477)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.9 Termination Liability (Cont'd)

(A) Termination Liability Charges (Cont'd)

The Customer's termination liability charge shall be equal to the following :

If the Customer terminates the Contract Offer prior to the expiration of a term year, 100% of all Discounts (including non-recurring charges and early termination charges) received under Contract Offer No. 64 for the preceding six (6) months immediately prior to the date of termination, plus the following schedule:

(1) If terminated in Year 1, 10% of the Base MARC for the remaining portion of Year 1, plus 10% of the Base MARC for the remaining years of the Contract Offer.

(2) If terminated in Year 2, 12.5% of the Year 2 MARC for the remaining portion of Year 2, plus 12.5% of the Year 2 MARC for the remaining years of the Contract Offer.

(3) If terminated in Year 3, 12.5% of the Year 3 MARC for the remaining portion of Year 3, plus 12.5% of the Year 3 MARC for the remaining years of the Contract Offer.

(4) If terminated in Year 4, 12.5% of the Year 4 MARC for the remaining portion of Year 4, plus 12.5% of the Year 4 MARC for year 5

(5) If terminated in Year 5, 10% of the Year 5 MARC for the remaining portion of Year 5.

(B) New Technology Termination

If the Customer wishes to move its services to new alternative technology (such as Broadband over power lines, Wi-MAX, DWDM, or optical switching technologies), the Customer shall qualify to reduce the MARC termination liability charges as detailed above by 50% in Year 4 and/or 5 of this Contract Offer as long as the conditions in this subsection are met. The Customer shall have the right to move its services to new alternative technology and receive reduced termination liability as long as Eligibility Criteria in Section 22.64.2 and all Terms and Conditions in Section 22.64.3 are met. The Customer must provide documentation that reasonably demonstrates that the new technology is an alternative to existing Subject Services and that the rates, terms and conditions for the new technology are more favorable to the Customer than the rates, terms and conditions provided under this Contract Offering.

For example, if the Customer wishes to terminate this Contract Offer due to a new technology in Year 4 of the Contract Offer, the termination liability charge would be equal to 100% of discounts applied during the previous six-months as well as 6.25% of the Year 4 MARC for the remaining portion of year 4, plus 6.25% of the Year 4 MARC for year 5.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.64. Contract Offer No. 64– Special Access Service Offer (Cont'd)

22.64.9 Termination Liability (Cont'd)

(B) New Technology Termination (Cont'd)

The Customer must notify the Telephone Company in writing at least 90 days prior to the start of Year 4 if the Customer wishes to terminate in Year 4 and invoke this provision, or at least 90 days prior to the start of Year 5 if the Customer wishes to terminate in Year 5 and invoke this provision. This notification must include the date upon which the Customer will terminate the Contract Offer. Additionally, this provision is only available to the Customer if it has not exercised the 10% MARC adjustment option as detailed in Section 22.64.4 (C).

(C) New Special Access Service Offerings

If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Services provided under this Contract Offer, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Services provided under this Contract offer, without incurring termination liability under this Contract Offer, provided, however, that the Customer's Contract Offer or other contract or tariff governing the new service offerings must include a term period and revenue commitment that are the same as, or greater than, this Contract Offer.

(D) This Section 22.64.9 sets forth the sole and exclusive remedies for termination of this Contract Offer No. 64, except for charges due and payable for Contributory Services rendered prior to the date of termination and any non-recurring charges and/or termination liability charges that may become due and payable in accordance with Sections 22.64.9.

(N)

22. Pricing Flexibility Contract Offerings

22.65 Contract Offer No. 65 – DS1 Fiber Service Network Bundle Offer

22.65.1 General Description

DS1 Fiber Service Network Bundle Offer (Contract Offer No. 65) permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.65.4 for the purchase of DS1 special access transport bandwidth bundles subtending a two (2) (1) Service (1). The DS1 special access transport bundles must be purchased in bundles of seven (7), fourteen (14), twenty-one (21) and/or twenty-eight (28) up to the total capacity of the two (2) (1) of eighty-four (84) DS1 special access services. (D) (D)

22.65.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to purchase Contract Offer No. 65:

(1) Service must be located in Pricing Flexibility MSA: Chicago, Illinois;

(2) Customer must purchase a minimum of two (2) new two (2) (1) and the associated new DS1 special access transport bandwidth bundles during the within three (3) months of subscribing to Contract Offer No. 65; (D)

(3) Customer must purchase a minimum of five (5) new two (2) (1)and the associated new DS1 special access transport bandwidth bundles during the term period; and (D)

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

(B) Contract Offer No. 65 applies to pricing flexibility qualified access services contained in the following tariff sections:

(1) (1); and (D)
(2) DS1 Service – Ameritech Tariff F.C.C. No. 2, Section 21

(C) All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

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(1) Material previously contained in this section has been deleted. DSRS and OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 65 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.65 Contract Offer No. 65 – DS1 Fiber Service Network Bundle Offer (Cont'd)

22.65.3 Terms and Conditions

(A) Term Period

The contract term is three (3) years (Term Period), commencing on the date billing begins. Billing commences for the new DS1 Fiber Service Network Bundle no later than 30 days after the Telephone Company's completion of access service order for the DS1 special access service transport bundle. This offer is not renewable.

At the expiration of the Term Period the Customer must:
(1) Submit a one (1) time request in writing to the Telephone Company sixty (60) days before Contract Offer No. 65 expiration, to extend Contract Offer No. 65 for twelve (12) months; or

(2) Choose from the payment options as described in: (D)
  (a) Section 7 for (1) Service; and
  (b) Section 7 for DS1 Service.

At the expiration of the Term Period or the expiration of the twelve (12) month Contract Offer No. 65 extension, if the Customer does not choose to disconnect or select a payment option from the sections above, for DS1 the services will be converted to the monthly rates found in Section 21.5.2 or Section 7; and for (1), the services will be converted to the monthly extension rates found in Section 21.5.2 or Section 7, as applicable. (D)

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 65 as listed in Section 22.65.4. Purchase of the services listed above under Contract Offer No. 65 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in Contract Offer No 65.

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(1) See footnote (1) on page 22-553

22. Pricing Flexibility Contract Offerings (Cont'd)

22.65 Contract Offer No. 65 – DS1 Fiber Service Network Bundle Offer (Cont'd)

22.65.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer No. 65 is only available June 2, 2005 through July 2, 2005;

(2) [1] and DS1 discounted rates, as described in Section 22.65.4, must be for new installations only; (D)

(3) Customer must submit a Letter of Subscription (LOS) to the Telephone Company;

(4) If the Customer should discontinue service under Contract Offer No. 65 during the Term Period, termination liability charges will apply in accordance with Section 22.65.5;

(5) Customer must subscribe to the services available under this Contract Offer No. 65 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(6) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS and /or Access Service Request (ASR), cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(7) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 65, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(9) The Customer will not be able to subscribe to any other contract offering in Section 22 in conjunction with Contract Offer No. 65 that might be offered by the Telephone Company for services covered under this Contract Offer 65;

(10) Services under Contract Offer No. 65 will be eligible for discounts under the Managed Value Plan (MVP) offer in Section 19; and

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[1] See footnote (1) on page 22-553

22. Pricing Flexibility Contract Offerings (Cont'd)

22.65 Contract Offer No. 65 – DS1 Fiber Service Network Bundle Offer (Cont'd) (N)

22.65.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(11) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 65 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or
(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.65 Contract Offer No. 65 – DS1 Fiber Service Network Bundle Offer (Cont'd)

22.65.4 Rates and Charges

(A) DS1 Fiber Service Network Bundle Rates and Charges:

Customer must pay the following Non Recurring Charges (NRC) and Monthly Recurring Charge (MRC) for the new (1) Service and DS1 Special Access Services: (D)

Nonrecurring Charges (NRC):
Customer must pay the Non-Recurring charges as listed in Section 7 or Section 21, as applicable; and

Monthly Recurring Charge (MRC):

DS1 Fiber Service Network Bundle 7	$4,200
DS1 Fiber Service Network Bundle 14	$5,520
DS1 Fiber Service Network Bundle 21	$6,840
DS1 Fiber Service Network Bundle 28	$8,160

The DS1 Fiber Service Network Bundles includes the following OC-3 DSRS component capacity limits listed below:

Table A:

(1)	USOC	Quantity
(1)		
(1)		
(1)		

(D)
(D)

(B) The DS1 Fiber Service Network Bundle 7 includes the following DS1 special access service component capacity limits listed below:

Table B:

DS1 Special Access	USOC	Quantity
(1)		
DS1 Channel Mileage Termination (CMT)	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	14
DS1 Channel Mileage (CM)*	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	140

(D)

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(1) See footnote (1) on page 22-553

22. Pricing Flexibility Contract Offerings (Cont'd)

22.65 Contract Offer No. 65 – DS1 Fiber Service Network Bundle Offer (Cont’d)

22.65.4 Rates and Charges (Cont’d)

(C) The DS1 Fiber Service Network Bundle 14 includes the following DS1 special access service component capacity:

Table C:

DS1 Special Access	USOC	Quantity
(1)		
DS1 Channel Mileage Termination (CMT)	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	28
DS1 Channel Mileage (CM)*	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	280

(D)

(D) The DS1 Fiber Service Network Bundle 21 includes the following DS1 special access service component capacity listed below:

Table D:

DS1 Special Access	USOC	Quantity
(1)		
DS1 Channel Mileage Termination (CMT)	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	42
DS1 Channel Mileage (CM)*	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	420

(D)

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(1) See footnote (1) on page 22-553

22. Pricing Flexibility Contract Offerings (Cont'd)

22.65 Contract Offer No. 65 – DS1 Fiber Service Network Bundle Offer (Cont'd)

22.65.4 Rates and Charges (Cont'd)

(E) The DS1 Fiber Service Network Bundle 28 includes the following DS1 special access service component capacity listed below:

Table E:

(D)

DS1 Special Access	**USOC**	**Quantity**
[1]		
DS1 Channel Mileage Termination (CMT)	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	56
DS1 Channel Mileage (CM)*	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	560

* Mileage charges will apply to any mileage over the quantity limits listed in Tables A, B, C, D, E and F. Additional mileage charges will be the prevailing monthly tariff rates as listed in Section 7 or 21, as applicable, per mile.

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(1) See footnote (1) on page 22-553

22. Pricing Flexibility Contract Offerings (Cont'd)

22.65 Contract Offer No. 65 – DS1 Fiber Service Network Bundle Offer (Cont'd)

22.65.4 Rates and Charges (Cont'd)

(F) DS1 Fiber Service Network Bundle Additional Rates and Charges:

Customer must subscribe to the following additional DS1 Fiber Service Network Bundle for each bundle of seven (7) DS1 special access service over the capacity limits in Table E above:

Nonrecurring Charges (NRC):
Customer must pay the Non-Recurring charges as listed in Section 7 or Section 21, as applicable; and

Monthly Recurring Charge (MRC):
Per DS1 Fiber Service Network Bundle 7 $1,440

Table F:

DS1 Special Access	USOC	Quantity
(1)		
DS1 Channel Mileage Termination (CMT)	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	14
DS1 Channel Mileage (CM)*	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	140

(D)

(G) If a DS1 bundle is added after the initial installation of the DS1 Fiber Service network, the new DS1 Fiber Service Network Bundle will be co-terminus with the initial Term Period. However, if a DS1 Fiber Service Network Bundle is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the DS1 Fiber Service Network Bundle for a minimum period of twelve (12) months.

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(1) See footnote (1) on page 22-553

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offering (Cont'd)

22.65 Contract Offer No. 65 – DS1 Fiber Service Network Bundle Offer (Cont'd)

(N)

22.65.5 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates Contract Offer No. 65, DS1 Fiber Service Network Bundle, before the completion of the Term Period for any reason, Customer must pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

(A) 50% of all monthly recurring charges for the balance of the Customer's three (3) year Term Period; or

(B) If the Customer terminates service after the three (3) year Term Period and before the end of the one (1) year Term Period extension no termination liability charges will apply.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: Customer with a $4,200 monthly recurring charge terminates service after one (1) year and has twenty-four (24) months remaining in a three (3) year term plan. The termination liability would be calculated as:

$4,200 X 24 X 50% = $50,400 termination liability charge.

(N)

22. Pricing Flexibility Contract Offerings

22.66 Contract Offer No. 66– [1] Service Offer (D)

22.66.1 General Description

[1] Service Offer is an access discount plan that permits customers located in Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates listed in Section 22.66.5 for new [1] Service that meet the eligibility criteria listed in Section 22.66.2 (B), below. This contract offering is available in the MSAs listed in Section 22.66.3 (A). (D) (D)

Contract Offer No. 66 is only available for subscription June 4, 2005 through July 4, 2005. This offer is not renewable.

22.66.2 Subject Services Available Under Contract Offer No. 66

Contract Offer No. 66 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff section:

- DS1 and DS3 Service – Ameritech Tariff F.C.C. No. 2, Section 7.2.9
- [1] (D)

22.66. 3 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive discounts for the purchase of Subject Services pursuant to Contract Offer No. 66:

(1) Service must be located in Pricing Flexibility Qualified MSAs:
Anderson, Indiana
Indianapolis, Indiana
Kokomo, Indiana
Muncie, Indiana

(2) The Customer must purchase:
One (1) new [1] Service (D)
Five (5) new DS3 Service
Fifty eight (58) new DS1 Service

All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

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[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 66 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.66 Contract Offer No. 66– (1) Service Offer (Cont'd) (D)

22.66.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is two (2) years with two (2) one (1) year term extensions, commencing on the date the service order is completed. Billing for Contract Offer No. 66 commences no later than 30 days after the Telephone Company's completion of the access service order, with the billing begin date to be the same as the service order completion date. This offer is not renewable.

The Customer will have the option for up to two (2) one (1) year extensions to this contract upon contract expiration. The Customer must notify the Telephone Company 60 days prior to contract expirations to request an extension.

If the Customer does not choose to extend this Contract Offer as described above at the expiration of the Term Period, the Customer may choose from the payment options as described in Ameritech Tariff F.C.C. No. 2 Section 7 for (1) Service, DS3 Service and DS1 Service. (D)

If, at the expiration of the Term Period, the Customer elects to continue service and does not select either to extend or a payment option as described in the Ameritech Tariff F.C.C. No. 2, Section 7, Subject Services will be converted to the prevailing applicable monthly rates.

Rate stability under Contract Offer No. 66 applies only to the rates specific to this Contract Offer as outlined in Section 22.66.5. Purchase of the Subject Services listed above are also subject to certain rates, charges and general terms and conditions in other sections of Ameritech F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in this Contract Offer.

(B) Contract Offer No. 66 is only available June 4, 2005, through July 4, 2005;

(C) Contract Offer No. 66 discounted rates, as described in Section 22.66.5, must be for new installations only;

(D) In order to subscribe to Contract Offer No. 66, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.;

(E) If the Customer should discontinue service under Contract Offer No. 66 during the Term Period, termination charges will apply in accordance with Section 22.66.6;

(F) The Customer must subscribe to the services available under this Contract Offer No. 66 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

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(1) See footnote (1) on page 22-562

22. Pricing Flexibility Contract Offerings (Cont'd)

22.66 Contract Offer No. 66– [1] Service Offer (Cont'd) (D)

22.66.4 Terms and Conditions (Cont'd)

(G) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(H) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 66, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(I) The Customer will not be able to subscribe to any other Contract Offering in Section 22 in conjunction with Contract Offer No. 66 that might be offered by the Telephone Company now or in the future for services covered under this Contract Offer 66;

(J) The DS1 and DS3 Services must terminate on the [1] located in the Indianapolis MSA; and (D)

(K) Subject Services under this Contract Offer will not be eligible for additional discounts under the Managed Value Plan (MVP) offering in Section 19. This Contract Offer No. 66 cannot be combined with any other promotional, contract or discount offer.

22.66.5 Rates and Charges

The Customer must pay the following Monthly Recurring Charge (MRC) in Table A for the new [1] Service, DS3 Service, and DS1 Service: (D)

Table A

Service	**QTY**	**Unit Price**	**MRC**
[1]			
DS3 Multiplexer	5	$ 264.53	$ 1,322.65
DS1	58	$ 198.00	$ 11,484.00
			$ 16,484.00

(D)

All Non-recurring charges for the[1], DS1, and DS3 services will be waived. (D)

The Customer may add additional DS1s within the first twelve months of the term period and receive the rates as specified in the Table B.

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[1] See footnote (1) on page 22-562

22. Pricing Flexibility Contract Offerings (Cont'd)

22.66 Contract Offer No. 66– [1] Service Offer (Cont'd) (D)

22.66.5 Rates and Charges (Cont'd)

Table B

Additional Features	**Unit Price**	**NRC**
DS1 – 0 – 50 miles	$ 198.00	$ 0.00
DS1 – over 50 miles	$ 260.00	$ 0.00

22.66.6 Termination Liability

The termination language contained below applies in lieu of termination liability language contained in Section 7.4.10 (C). If the Customer terminates Subject Services before the completion of the Term Period for any reason**,** the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the terms and conditions of this Contract Offer. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below.

The Customer's termination liability charges shall be equal to:

50% of all recurring charges for the balance of Customer's term.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a $16,000 monthly rate terminates service after one year and has twelve months remaining in a two year term plan. The termination liability would be calculated as:

$16,000 X 12 X 50% = $96,000 termination liability charge.

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[1] See footnote (1) on page 22-562

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.67 Contract Offering No. 67 – Access Advantage Plus Transport Service – One Year Term

22.67.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(2) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(3) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity. (N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.67 Contract Offering No. 67 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.67.1 General Description (Cont'd)

(B) (Cont'd)

(3)Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4)Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5)Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(A)AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Champaign-Urbana, Chicago, Decatur, Peroria/Pekin, Rockford, Springfield, IL; Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Muncie, South Bends, IN; Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing MI; Akron, Cleveland-Lorain-Elyria, Columbus, Toledo, OH; Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI. (N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.67 Contract Offering No. 67 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.67.2Contract Terms

(A)Contract Offering No. 67 is available during the purchase period, which begins June 8, 2005 and ends December 8, 2005.

(B)Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 67.

(1)The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2)Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3)The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4)The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 67 is the initial contract term.

(5)Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6)End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.67 Contract Offering No. 67 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.67.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.67.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(A)The initial contract term for Contract Offering No. 67 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(B)At the conclusion of the initial contract term, Contract Offering No. 67 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 67 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 67 upon thirty days written notice any time following the completion of the initial contract term.

(C)The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(D)No other discount pricing plans apply.

(E)AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 67.

(F)If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 67 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.67.2 (K). (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.67 Contract Offering No. 67 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.67.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 67 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(A) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 67 terminated and the termination charges described in 22.67.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 22.67.3 (B).

(K) The customer may elect to discontinue Contract Offering No. 67 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.67.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 67 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 67, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 67.

A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated (N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.67 Contract Offering No. 67 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.67.2 Contract Terms (Cont'd)

(L) (Cont'd)

Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 67 terminated. If Contract Offering No. 67 is terminated during the initial contract term, the termination charges described in 22.67.2 (I) apply.

The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.67.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.67.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.67.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.67 Contract Offering No. 67 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.67.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.68 Contract Offering No. 68 – Access Advantage Plus Transport Service – Two Year Term

22.68.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user’s network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user’s designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(L) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.68 Contract Offering No. 68 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.68.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(L) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Champaign-Urbana, Chicago, Decatur, Peroria/Pekin, Rockford, Springfield, IL; Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Muncie, South Bends, IN; Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing MI; Akron, Cleveland-Lorain-Elyria, Columbus, Toledo, OH; Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.68 Contract Offering No. 68 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.68.2 Contract Terms

(A) Contract Offering No. 68 is available during the purchase period, which begins June 8, 2005 and ends December 8, 2005.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 68.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 68 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.68 Contract Offering No. 68 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.68.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.68.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(L) The initial contract term for Contract Offering No. 68 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(M) At the conclusion of the initial contract term, Contract Offering No. 68 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 68 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 68 upon thirty days written notice any time following the completion of the initial contract term.

(N) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(O) No other discount pricing plans apply.

(P) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 68.

(Q) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 68 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.68.2 (K).

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offering (Cont'd)

22.68 Contract Offering No. 68 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.68.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 68 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(L) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 68 terminated and the termination charges described in 22.68.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established. (N)

(K) The customer may elect to discontinue Contract Offering No. 68 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.68.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 68 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 68, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 68.

(M) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service- (N)

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ACCESS SERVICE

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.68 Contract Offering No. 68 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.68.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 68 terminated. If Contract Offering No. 68 is terminated during the initial contract term, the termination charges described in 22.68.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.68.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.68.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.68.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

(This page filed under Transmittal No. 1480)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.68 Contract Offering No. 68 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.68.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$310.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.69 Contract Offering No. 69 – Access Advantage Plus Transport Service – Three Year Term

22.69.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 326 Kbps of capacity. (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.69 Contract Offering No. 69 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.69.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(A) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Champaign-Urbana, Chicago, Decatur, Peroria/Pekin, Rockford, Springfield, IL; Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Muncie, South Bends, IN; Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing MI; Akron, Cleveland-Lorain-Elyria, Columbus, Toledo, OH; Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.69 Contract Offering No. 69 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.69.2 Contract Terms

(A) Contract Offering No. 69 is available during the purchase period, which begins June 8, 2005 and ends December 8, 2005.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 69.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 69 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.69 Contract Offering No. 69 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.69.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.69.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 69 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 69 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 69 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 69 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 69.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 69 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.69.2 (K).

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.69 Contract Offering No. 69 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.69.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 69 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(A) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 69 terminated and the termination charges described in 22.69.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 69 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.69.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 69 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 69, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 69.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service- (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.69 Contract Offering No. 69 – Access Advantage Plus Transport Service – Three Year Term (Cont’d)

22.69.2 Contract Terms (Cont’d)

(L) (Cont’d)

Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 69 terminated. If Contract Offering No. 69 is terminated during the initial contract term, the termination charges described in 22.69.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.69.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.69.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.69.3 (B). This guarantee does not apply to any installation in which the end user’s designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.69 Contract Offering No. 69 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.69.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$200.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

22. Pricing Flexibility Contract Offerings

22.70 Contract Offer No. 70 – DS1, DS3 and (1) Service Offer (D)

22.70.1 General Description

DS1, DS3 and (1) Service Offer (Contract Offer No. 70) is an access discount plan that offers Customers located in Phase 1 and Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs), listed in Section 22.70.2 (A) (2), to pay the rates described in Section 22.70.8 for existing and new DS1 and DS3 special access services upon subscription to this Contract Offer. Contract Offer No. 70 is available to any Customer with at least $3,000,000 in cumulative annual revenue for subject services as described in Section 22.70.2 (B). The Customer must meet the eligibility criteria as set forth in Section 22.70.2 and also must comply with the terms and conditions set forth in Section 22.70.3. (D)

Contract Offer No. 70 requires that the Customer maintain a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year Term Period. In the event the Customer does not meet its MARC as of each anniversary date of each term year, Customer must remit a shortfall payment through the Annual True-up Process set forth in Section 22.70.5 (E). Notwithstanding the obligation to pay such shortfall, if the Customer does not comply with Section 22.70.5 (E), termination liability charges, in accordance with Section 22.70.9, shall apply.

Contract Offer No. 70 is only available only from July 2, 2005 through August 2, 2005.

22.70.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive discounts under Contract Offer No. 70:

(1) Service must be a pricing-flexibility-qualified access service, described in Section 22.70.2(B);

(2) Service must be in one of the following Pricing Flexibility MSAs: Columbus, OH; Akron, OH; Cleveland, OH; Dayton, OH; and Toledo, OH;

(3) Customer must have a minimum of $3,000,000 in cumulative annual recurring revenue for DS1, DS3 and (1) Services in the following SBC Company: Ameritech. (D)

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(1) Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 70 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.70 Contract Offer No. 70 – DS1, DS3 and (1) Service Offer (Cont'd) (D)

22.70.2 Eligibility Criteria (Cont'd)

(B) Contract Offer No. 70 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Ameritech DS1/DS3 Service - Ameritech Tariff F.C.C. No 2, Section 7.5.9 for Phase 1, and Section 21.5.2.7 for Phase 2 MSA's

(2) (1). (D)

All terms and conditions for the Subject Services listed above are governed by their respective tariff sections except as noted herein.

22.70.3 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) is five (5) years, commencing on the date the Telephone Company receives the completed Letter of Subscription (LOS) from the Customer. This offer is not renewable.

If the Customer elects to continue services at the expiration of the Term Period, the Customer may select from payment options in Sections 7.5.9 and (1) for Phase 1 MSAs, and Sections 21.5.7, (1) and (1) for Phase 2 MSAs. (D)

If, at the expiration of the Term Period, the Customer does not elect a payment option as described above, the Subject Services under this Contract Offer will be converted to the prevailing monthly extension rates found in Sections 21.5.2.7 (C), (1) and (1) for Phase 2 MSAs. (D)

Rate stability under this Contract offer applies only to the rates specific to Contract Offer No. 70.

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(1) See footnote (1) on page 22-587

22. Pricing Flexibility Contract Offerings (Cont'd)

22.70 Contract Offer No. 70 – DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.70.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer No. 70 is available only from July 2, 2005 through August 2, 2005;

(2) To subscribe to Contract Offer No. 70, the Customer must submit a Letter of Subscription to the Telephone Company;

(3) If the Customer should discontinue service under Contract Offer No. 70 during the Term Period, termination liability charges will apply in accordance with Section 22.70.9;

(4) If the Customer requests modifications to the Contract Offer No. 70 network design originally constructed for the Customer under Contract Offer No.70, the Customer must pay the Telephone Company time and material charges for each modification, as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing [1], shelf (D)
rearrangement, [1] moves, [1] provisioning changes and customer premise (D)
rearrangements;

(5) If the Customer requests additional service features and functions not included in 22.70.2.(B), the Customer must pay the applicable tariff rates for those additions as contained in Section 21-Metropolitian Statistical Area Access Services;

(6) The Customer cannot subscribe to or include Subject Services subscribed to under this Contract Offer in any other contract offering;

(7) Subject Services under this Contract Offer will not be eligible for additional discounts under the Managed Value Plan (MVP) offering in Section 19;

(8) Purchase of the Subject Services listed above under this Contract Offer are also subject to general terms and conditions of FCC Tariff No.2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the term of the service; and

(9) The Customer must be current on billing for existing services within 60 days after subscribing to this Contract Offer, and must remain current throughout the Term Period.

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(1) See footnote (1) on page 22-587

22. Pricing Flexibility Contract Offerings (Cont'd)

22.70 Contract Offer No. 70 – DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.70.4 Portability of Existing Subject Services

The Telephone Company will waive otherwise applicable termination liability charges for moves and/or disconnection of existing Subject Services, provided that the Customer complies with the terms and conditions of this Contract Offer, including, but not limited to, Sections 22.70.3 and 22.70.5. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for those charges on a quarterly basis. To receive the credits or a waiver of termination liability charges for such moves and/or disconnects, the following conditions must be met:

(A) The Customer must be in compliance with all terms and conditions of this Contract Offer;

(B) DS3, [1] and [1] services must have been in service for a minimum of one (1) year from the original installation date; (D)

(C) [1] and [1] services must have been in service for a minimum of three (3) years from the original installation date; and (D)

(D) If the Customer fails to meet the MARC on a contract anniversary date pursuant to Section 22.70.5, fails to pay the Annual True-up as defined in Section 22.70.5 (E), or otherwise terminates this Contract Offer prior to the end of the Term Period, the Customer must pay the previous 12 months termination liability charges previously waived or credited by the Telephone Company.

22.70.5 Minimum Annual Revenue Commitment (MARC)

(A) Establishment of the MARC

The Customer must establish and maintain a MARC as provided in this Contract Offer. The MARC for the first year of the Term Period (Year 1) will be established when the Telephone Company receives the Letter of Subscription (LOS) from the Customer. For purposes of calculating the MARC for Year 1, recurring annual revenue for all existing and new Subject Services pursuant to this Contract Offer shall be included in the calculation of the Year 1 MARC.

(B) Determining the Minimum Annual Revenue Commitment

(1) The MARC shall be calculated as the sum of the recurring revenue for all Subject Special Access Services of the previous three (3) months of the contract year, multiplied by four(4).
(2) Example: Customer achieves $1,000,000 in previous three months of the contract year. The $1,000,000 is multiplied by 4 for a new MARC of $4,000,000.

$1,000,000 X 4 = $4,000,000

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[1] See footnote (1) on page 22-587

22. Pricing Flexibility Contract Offerings (Cont'd)

22.70 Contract Offer No. 70 – DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.70.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Determining the Minimum Annual Revenue Commitment (Cont'd)

(3) The Customer's MARC for Year 1 shall be $3,000,000, or the MARC as calculated for the year prior (previous 3 months times 4) to the effective date of this Contract Offer, whichever is greater.

(4) The MARC for Years 2, 3, 4, and 5 will be reviewed and re-established on an annual basis, effective on the Contract anniversary dates.

If, for any year, the recalculated MARC is greater than the previous year's MARC, the newly recalculated MARC will apply. If the recalculated MARC is less than the previous year's MARC, the previous year's MARC will carry over for the new year.

Example of Year 2 MARC Establishment: Customer's Year 1 MARC is established at $3,000,000. At the end of Year 1, the total recurring revenue of the previous 3 months totaled $1,000,000. Multiply that number by 4, and the Customer's Year 2 MARC equals $4,000,000.

$1,000,000 X 4 = $4,000,000

(C) Failure to Achieve the MARC

If the Customer fails to achieve the Annual MARC for any year of the Term Period, the Customer must pay the difference between the Annual MARC for the current term year and the actual recurring annual revenue for the Qualifying services as set forth in the True-up process as described in Section 22.70.5 (E) within thirty (30) days of notification by the Telephone Company.

(D) Discounts and Other Credits

If the Customer exceeds the MARC by 10 percent upon the Term Period annual anniversary date, then the Customer will be eligible for a 2 percent credit of recurring annual revenue. If the Customer exceeds MARC by 15 percent, then the Customer will be eligible for a 3 percent credit of said annual revenue. If Customer exceeds the MARC by 20 percent, then the Customer will be eligible for a 5 percent credit of recurring annual revenue. If the Customer exceeds the MARC by 25 percent, then the Customer will be eligible for a 7 percent credit of recurring annual revenue. Said annual credits will be applied to Customer's bill within sixty (60) days after determination of MARC.

Exceed MARC upon annual anniversary date – Percentage	Eligible Credit
0	0%
10%	2%
15%	3%
20%	5%
25%	7%

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[1] See footnote (1) on page 22-587

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.70 Contract Offer No. 70 – DS1, DS3 and [(1)] Service Offer (Cont'd) (D)

22.70.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(E) Annual True-up

The Telephone Company shall conduct an Annual True-up upon the anniversary date of each term year of this Contract Offer based on the Customer's MARC commitment. If the Customer fails to achieve the annual MARC Commitment as of the anniversary date, the Customer will be notified by the Telephone Company and will be required to remit an Annual True-up payment to reach the MARC commitment. The True-up calculation will be performed as follows:

Annual MARC – Actual Annual recurring revenues for Subject Services = Annual True-up Amount

If the Customer fails to submit its Annual True-Up payment to the Telephone Company within 30 days after notification from the Telephone Company, the Customer shall be deemed to have terminated its Contract Offer No. 70, and termination charges will apply as set forth in Section 22.70.9.

22.70.6 Assignment and Transfer

(A) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 70 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

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

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(1) See footnote (1) on page 22-587

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.70 Contract Offer No. 70 – DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.70.7 Mergers and Acquisitions

In the event that the Telephone Company, or the corporate parent of the Telephone Company, or any affiliate of the Telephone Company or its corporate parent, in whole or in part, merges with, acquires, or purchases all stock or substantially all stock or certain assets of another company (the foregoing generally referred to herein as a merger or acquisition), and the Customer purchases special access services from the other company, then the following terms and conditions will apply:

(A) If the Customer purchases any interstate special access services from the merged or acquired company, and such special access services are or become eligible for pricing flexibility, the Customer may include those special access services in this Contract Offer, subject to any terms or conditions of any contracts or tariffs pursuant to which the Customer is purchasing such special access services prior to the merger or acquisition, including any terms or conditions regarding termination liability. If the Customer chooses to include the services subject to the merger or acquisition in this Contract Offer, they shall become Contributory Subject Services within the meaning of this Contract Offer at the time they are included in this Contract Offer. At the time such Contributory Subject Services are included in this Contract Offer, the MARC shall be recalculated, including both the recurring annual revenues of the Contributory Services provided to the Customer prior to the merger or acquisition and the recurring annual revenues of the additional Contributory Subject Services previously provided by the merged or acquired Company.

[1] See footnote (1) on page 22-587

22. Pricing Flexibility Contract Offerings (Cont'd)

22.70 Contract Offer No. 70 – DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.70.8 Rates and Charges

(A) DS1 and DS3 Rates :

The tables below contain the discounted rates for Contract Tariff No. 70. The Customer must pay the following Monthly Recurring Charge (MRC) for the Subject Services as described above. Unless noted otherwise rates are inclusive for all zones.

DS1 Rate per Circuit	**Circuit Miles**	**60 month term**
Channel Termination/LDC and applicable Mileage	0 Miles	$113
	1-10 Miles	$180
	11-20 Miles	$225

DS3 Interoffice Transport Rate Elements	**60 month term**
CMT/LDC – Zone 1	$375
CMT/LDC– Zone 2	$400
CMT/LDC – Zone 3 - 5	$425
CM – Variable (per mile) All zones	$33.15
Muxing (DS3 to DS1)	$427.50

All Expanded Interconnection Services Cross Connects (EISCC), or other cross connects, are billed at existing Tariff rates.

The Telephone Company shall waive the following Non-Recurring charges NRCs) associated with the conversion of qualifying DS1, DS3 and [1] Services for Customers subscribed to Contract Offer No. 70. (D)

(1) Design and Central Office Connection Charge per circuit, Section 7.4.2; and

(2) Customer Connection Charge per termination, Section 7.4.2

(D)

Non-Recurring charges apply for purchases of qualifying DS1, DS3, and [1] services for Customers subscribing to Contract Offer No. 70.

(B) Any rate elements not described herein will continue to be billed at tariff rates as described in Metropolitan Statistical Area (MSA), Section 21 or Section 7.

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[1] See footnote (1) on page 22-587

22. Pricing Flexibility Contract Offerings (Cont'd)

22.70 Contract Offer No. 70 – DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.70.9 Termination Liability

(A) If the Customer terminates Contract Offer No. 70, the termination liability language contained below applies in lieu of the termination liability language described in Section 7. The Customer must pay to the Telephone Company termination liability charges as described below if the Customer terminates this Contract Offer before the completion of the term period for any reason, or if the Customer is not in compliance with Terms and Conditions in Section 22.70.3. These charges shall become due as of the effective date of the termination and are payable within 30 days of the invoice date. In addition, the Customer shall be liable for waived termination charges as described in Section 22.70.4.

The Customer's termination liability charges for termination of service shall be equal to 50% of all monthly recurring charges for the balance of the Customer's five (5) year Term Period, and will be calculated as follows:

Monthly Recurring Charges x Months remaining in Term Period x Termination Liability Percentage of 50% = Termination Liability

(B) In addition, if any termination liability has been waived subject to the portability provision set forth in Section 22.70.4 of this Contract Offer within 12 months prior to the termination of the Contract Offer, such previously waived termination liability charges will also apply.

Example: The Customer has $200,000 in Monthly Recurring Charges. If the Customer terminates service after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month Term Period, then the termination liability would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Liability

If the Telephone Company previously waived termination liability pursuant to the portability provision in Section 22.70.4 of this Contract Offer in the amount of $320,000, then the additional termination liability would be calculated as:

$2,400,000 + $320,000 = $2,720,000 Total Termination Liability

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[1] See footnote (1) on page 22-587

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 71 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-596

22. [1] (D)

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[1] See footnote (1) on page 22-596

22. (1) (D)

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(1) See footnote (1) on page 22-596

22. (1) (D)

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(1) Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 72 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-600

22. [1] (D)

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[1] See footnote (1) on page 22-600

22. [1] (D)

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[1] See footnote (1) on page 22-600

22. Pricing Flexibility Contract Offerings

22.73 Contract Offering No. 73 – 2005 Access Extension Offer

22.73.1 General Description

Contract Offer No. 73 – 2005 Access Extension Offer is an access discount plan for which subscription is required to the following access tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Nevada Bell Telephone Company Tariff F.C.C. No. 1, The Southern New England Telephone Company Tariff F.C.C. No. 39, and Pacific Bell Telephone Company Tariff F.C.C. No. 1. (Ameritech, Southwestern Bell Telephone Company, Nevada Bell Telephone Company, The Southern New England Telephone Company, and Pacific Bell Telephone Company shall be identified herein as the Qualified Companies). To be eligible for discounts under this Contract Offer, the Customer must meet the Eligibility Criteria set forth in Section 22.73.2, and also must comply with all terms and conditions of this Contract Offer.

Contract Offer No. 73 requires eligible customers to establish and maintain a Total Revenue Commitment (TRC), as described in Section 22.73.6 following. The TRC shall include all Contributory Services purchased from the Qualified Companies eligible under this Contract Offer. Contributory Services include Contributory Subject Services, as listed in Section 22.73.5, Table 3, herein, in addition to Contributory Non-Subject Services (that are not Contributory Subject Services), as described in Section 22.73.5, Table 4, herein. Contributory Non-Subject Services shall not be eligible for discounts or other incentives provided under this Contract Offer. All Contributory Services described in Section 22.73.5 must be purchased through the SBC wholesale sales channel (SBC Industry Markets).

(x) Issued under Authority of Special Permission No. 05-037 of F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.2 Eligibility Criteria

The following eligibility criteria must be met to subscribe to Contract Offer No. 73:

(A) Managed Value Plan (MVP) Subscription

(1) At the time of subscription to this Contract Offer, the Customer must have MVP agreements pursuant to (N) (Nx)

(a) SWBT Tariff F.C.C No. 73, Section 38; and
(b) Ameritech Tariff F.C.C. No. 2, Section 19; and
(c) Pacific Bell Tariff F.C.C No. 1, Section 22.

(2) The Customer must maintain eligibility under all MVP agreements until they expire. (Nx)

(3) Such MVP agreements must all be expiring in 2005.

(B) Customer must have billed revenue from Contributory Services, as listed in Section 22.73.5, net of all discounts, credits, and adjustments equal to or greater than 86.6 percent of 2004 Gross Spend rounded to the nearest million times 7/12's as of August 1, 2005, or must buy up to that amount no later than 60 days after August 1, 2005 in order to qualify and remain qualified for Contract Offer No. 73.

(C) Concurrent Subscription

The Customer must concurrently subscribe to the identical Contract Offer of Contract Offer No. 73 pursuant to the following tariffs: (N) (Nx)

(1) SWBT Tariff F.C.C No. 73, Section 41, Contract Offer No. 54;
(2) Pacific Bell Tariff F.C.C No. 1, Section 22, Contract Offer No. 65;
(3) Nevada Bell Tariff F.C.C. No. 1, Section 23, Contract Offer No. 4; and
(4) The Southern New England Telephone Company Tariff F.C.C. No. 39, Section 25, Contract Offer No. 18.

(D) Discounts applied under Contract Offer No. 73 are applicable for services located in MSA's as listed in Tariff F.C.C. No. 2, Section 21.

(Nx)
(N)

(N)

(x) Issued under Authority of Special Permission No. 05-037 of F.C.C.

(This page filed under Transmittal No. 1493)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd) (N)

22.73.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) will begin when the Customer submits a Letter of Subscription (LOS) and will end on December 31, 2005.

(B) Terms and Conditions

(1) The Customer must establish and maintain a TRC as described in Section 22.73.6 following.

(2) Two (2) true-up periods will occur during the Term Period of this Contract Offer:

(a) The first true-up will include all billing with respect to periods from the time of subscription to Contract Offer No. 73 up to and including the final MVP true-up and will take place no later than 30 days after the expiration of the Customer's final MVP regional contract, as described in 22.73.7 (A).

(b) The final true-up will include all billing with respect to periods from the first day following the expiration of the Customer's final MVP contract up to and including December 31, 2005 and will take place no later then 30 days thereafter, as described in 22.73.7(B).

(3) MVP credits will continue to apply, if applicable, as described in F.C.C No. 2, Section 19 until expiration of the MVP agreement. The MVP MATA process (as described in F.C.C No. 2 Section 19.3) will take place as part of the first true-up described in Section 22.73.7 herein.

(4) Contract Offer No. 73 is only available for subscription from August 4, 2005 through September 3, 2005.

(5) Any transfer of services from non-SBC wholesale entities/Access Customer Name Abbreviation (ACNA) will require an equivalent increase in the TRC commitment based on the amount of revenue associated with the transferred services. The Customer's maximum Basic Credit Amount will not change as a result of the transfer.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(6) Customer will be eligible to subscribe to contract offers in Section 22 (or any successor section) filed prior to (providing the subscription window is still open) or after Contract Offer No. 73, as long as such contract offers do not reduce the TRC under Contract Offer No. 73, and the Customer qualifies for and adheres to the terms, conditions and eligibility requirements of the contract offer. For any contract offer which states that subscribers under such contract offer are not eligible to combine such contract offer with other contract offers, the Customer will not be permitted to earn any Achievement Credits with respect to such purchases, except that for any contract offer that by its terms states that nonrecurring charges apply under such contract offer, the Customer will not be eligible to earn Basic or Achievement Credits associated with those nonrecurring charges.

(7) Terms and Conditions for Contributory Subject Services, pursuant to other contract offers the Customer is currently subscribed to at the time of subscription to this Contract Offer, shall continue to apply to those Contributory Subject Services covered under the other contract offers.

(8) Contributory Services continue to be governed by the respective terms and conditions (including MVP provisions with respect to services subject to MVP for so long as the Customer's MVP subscription remains in effect) as defined in Tariff F.C.C. No. 2, except as noted herein.

(9) The Customer must subscribe to the services available under this Contract Offer No. 73 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service.

(10) The Customer must submit a completed Letter of Subscription (LOS) to the Qualified Companies as described in 22.73.3(A).

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd) (N)

22.73.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(11) The Customer must maintain an Access Service Ratio equal to or greater than 95 percent. The Access Service Ratio is defined in Section 22.73.4 and will be measured monthly.

(12) The Customer must remit bill payments as described in F.C.C No. 1 Section 2.4.1 for all Contributory Services via electronic payment process. The Qualified Companies will provide Customer with written notice if Customer fails to comply with the requirement. The Customer will have ten (10) business days from receipt of such written notice to comply. If the Customer does not comply, the Qualified Companies shall have the right to terminate this Contract Offer. In the event of termination by the Qualified Companies, termination liability charges as set forth in Section 22.73.11 will apply. Credits, if applicable, will not be issued until the Customer has paid all billed charges

(13) If the Customer discontinues service under Contract Offer No. 73 during the Term Period, termination liability charges will apply in accordance with Section 22.73.11.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.4 Access Service Ratio

(A) As referenced in Section 22.73.4, the Customer and its affiliates must maintain an Access Service Ratio of 95 percent or greater. The ratio, calculated monthly, is the Access Revenue divided by Access Revenue plus Wholesale Revenue. To maintain compliance with this Contract Offer the ratio must be greater than or equal to 95 percent.

The 95-percent ratio is calculated as follows:

Access Revenue
Access Revenue + Wholesale Revenue

(1) Access Revenue is the Customer's and its affiliates' current interstate recurring billed revenue associated with the rate elements, as defined in Table 1 below, or comparable interstate access services, from all Qualified Companies:

Table 1:

Service	General/Basic Description	
Voice Grade	7.2.3	
Generic Digital Transport (DS0), High Capacity (DS1 and DS3) Services	7.2.9	
(1)		(D)
(1)		(D)
(1)		(D)

(2) Wholesale Revenue is the Customer's and its affiliates' recurring billed revenue for associated rate elements, as defined in Table 2 herein, , from all Qualified Companies not included in the interstate or intrastate access tariff(s).

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(1) Material previously contained in this section has been deleted. OCN PTP, DSRS, GigaMAN, MON, and OPT-E-MAN ® services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 73 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.4 Access Service Ratio (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

Table 2

Service Level	**Associated Rate Elements Not Included in Interstate Tariff**	
Voice Grade/DS0	**2-wire analog and 2-wire digital loops** **2-wire analog and digital transport**	
DS1/LTI	**4-wire digital loop** **DS1 Entrance Facilities** **DS1 Interoffice Transport** **DS1 Cross Connects** **DS1 Multiplexing** **All DS1 non-tariffed Committed Information Rate Broadband Services**	
DS3/LT3	**DS3 Loop** **DS3 Entrance Facilities** **DS3 Interoffice Transport** **DS3 Cross Connects** **DS1/DS3 Multiplexing** **All DS3 non-tariffed Committed Information Rate Broadband Services**	
OC-3 **OC-12** **OC-48**	**OC-3 Entrance Facilities** **OC-3 Interoffice Transport** **OC-3 Cross Connects** **OC-3 Multiplexing** **OC-12 Entrance Facility** **OC-12 Interoffice Transport** **OC-12 Cross Connects** **OC-12 Multiplexing** **OC-48 Entrance Facilities** **OC-48 Interoffice Transport** **OC-48 Cross Connects** **OC-48 Multiplexing** **All OCN equivalent non-tariffed Committed Information Rate Broadband Service**	(Z) (Z)
Other Transport Products	**Dark Fiber – Interoffice** **Dark Fiber – Loop** **Dark Fiber – Subloop** **Dark Fiber Cross Connects** **Unbundled Dedicated Transport**	

(3) As new rate elements are introduced to Table 1 in this section, all recurring revenues associated with the new rate elements will automatically be added to the Customer's Access Revenue, as defined in this section, for calculation of the Access Service Ratio.

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.4 Access Service Ratio (Cont'd)

(A) (Cont'd)

(4) As new rate elements are introduced to Table 2 in Section 22.73.4(A)(2), all recurring revenues associated with the new rate elements will automatically be added to the Customer's Annual Wholesale Revenue, as defined in Section 22.73.4(A)(1)preceding, for calculation of the Access Service Ratio.

(5) If the Customer fails to meet the Access Service Ratio in any given month of the Term Period, upon notification from the Qualified Companies, the Customer will have ten (10) business days to notify the Qualified Companies in writing that it will meet or exceed the 95-percent Access Service ratio within 60 days. Failure to achieve compliance in 60 days will constitute a default and Qualified Companies shall have the right to terminate Contract Offer No. 73. In the event of a termination by Qualified Companies, termination liability charges will apply as set forth in Section 22.73.11 following.

Credits will not be issued until the Customer has met the 95 percent Access Service Ratio.

22.73.5 Contributory Services

The TRC shall include all Contributory Services purchased from the Qualified Companies eligible under this Contract Offer. Contributory Services include Contributory Subject Services, as listed in Section 22.73.5, Table 3, herein, in addition to Contributory Non-Subject Services (that are not Contributory Subject Services), as described in Section 22.73.5, Table 4, herein.

Contributory Subject Services and Contributory Non-Subject Services shall together be known as Contributory Services. Customer's TRC includes revenue from all Contributory Services being provided by the Qualified Companies, as listed in Table 3 and 4 below.

Any new Special Access services added to the respective tariffs by Qualified Companies during the Term Period will qualify as Contributory Services and will be deemed to be added to the tables below.

(A) Contributory Subject Services

Contract Offer No. 73 applies to pricing flexibility qualified access services (referred to as Contributory Subject Services) located in pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Tariff F.C.C. No. 2, Section 21. Contributory Subject Services are eligible for discounts and credits under this Contract Offer and are listed in Table 3.

(N)

(This page filed under Transmittal No. 1493)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.5 Contributory Services (Cont'd)

(B) Contributory Non-Subject Services

Contributory Non-Subject Services (that are not Contributory Subject Services) shall not be eligible for discounts or other incentives provided under this Contract Offer and are listed in Table 4 below.

Table 3 – Contributory Subject Services

Contributory Subject Services		
Interstate Special Access	VG,DS0,DS1, DS3, (1), (1), (1), (1), FGTS, BCS, (1), (1), DAL, Program Audio, Video	(D) (D)
Interstate Switched Transport	Entrance Facility, Direct Transport	
Includes Recurring and Non-Recurring Charges (including termination charges) associated with the products listed where applicable, except as described in Section 22.73.6 following, for all services located in Pricing Flexibility MSA's.		

Table 4 – Contributory Non-Subject Services

Contributory Non-Subject Services		
Interstate Special Access	VG,DS0,DS1, DS3, (1), (1), (1), (1), FGTS, BCS, (1), (1), (1), DAL, Program Audio, Video	(D) (D)
Interstate Switched Transport	Entrance Facility, Direct Transport	
Intrastate Special Access	Equivalent services as Interstate Special Access above if available	
Includes all Recurring and Non-Recurring Charges (including termination charges) associated with the products listed where applicable, except as described in Section 22.73.6 following, for all non-price flex qualified services.		

All Terms and Conditions for all Contributory Services are governed by their respective tariff sections.

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(1) See footnote (1) on page 22-609

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd) (N)

22.73.6 Calculation of the Total Revenue Commitment (TRC)

The Customer must establish and maintain a Total Revenue Commitment (TRC) as provided in this Contract Offer. Upon subscription, the Customer TRC will be established based on billed revenue from Contributory Services, as listed in Section 22.73.5, net of all discounts, credits, and adjustments as specified in Section 22.73.6(B)(1)(b), equal to 86.6 percent of 2004 Gross Spend rounded to the nearest million times 5/12's.

Example: Customer's 2004 Gross Spend equals $121.3M. 86.6% of $121.3M equals $105M (rounded to the nearest million). 5/12's of $105M equals $43.75M TRC.

$121.3M * 86.6% = $105M/12 = $8.75M * 5 = $43.75M

(A) Gross Spend, as defined in 22.73.6(A)(1),(2),(3),(4), (5), and (6), is calculated by taking the sum of all of the purchases from the Qualified Companies, as described in Section 22.73.5 preceding, based on billed revenue. The Gross Spend is net of all discounts from existing optional payment plans or other tariffs or offers utilized by the Customer as of the date of subscription to this Contract Offer, any renewals, replacements or extensions of the foregoing, and any underlying tariff performance credits, but does not include discounts received under MVP (MARC or SLA credits).

(1) Interstate Special Access recurring charges billed to the Customer associated with services described in Section 22.73.5 Table 3 and 4 preceding.

(2) Interstate Special Access non-recurring charges billed to the Customer (including, but not limited to, items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges) except as noted in 22.73.6(A)(6).

(3) Intrastate Special Access recurring charges billed to the Customer associated with services described in Section 22.73.5 Table 4 preceding.

(4) Intrastate Special Access non-recurring charges billed to the Customer (including but not limited to items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges) except as noted in 22.73.6(A) (6) below.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(A) (Cont'd)

(5) Interstate Switched Access Dedicated Transport recurring and non-recurring charges (including but not limited to items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges) billed to the Customer for rate elements in Table 5 below.

Table 5

Service	General Basic Description
Entrance Facilities	Section 6.1.3(A)(1)(a)
Direct Trunk Transport	Section 6.1.3(A)(1)(b)

(6) Non-recurring charges detailed in 22.73.6(A)(2),(4), and (5) above exclude Special Construction and unregulated time and materials charges (e.g. Inside Wire, Custom Work Orders, etc.)

(B) Application of Credits

The Customer is eligible to receive two (2) types of credits under this Contract Offer.

(1) Basic Credit

The Basic Credit is equal to the difference between the TRC and the purchase of Contributory Services up to 148.9 percent of the TRC (rounded to the nearest million). The Customer will receive Basic Credits on Contributory Subject Services.

(a) Calculation of the Basic Credit. To determine the amount of Basic Credit the Customer can achieve, the TRC is multiplied by 148.9 percent. This amount less the TRC will equal the potential eligible Basic Credit rounded to the nearest million. If qualified, award of Basic Credit under this Contract Offer shall satisfy the Qualified Companies' Basic Credit obligations.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credit (Cont'd)

(a) (Cont'd)

Example:

The Customer has 2004 Gross Spend of $121.3M. 86.6 percent of 2004 Gross Spend equals $105M rounded to the nearest million.

The TRC is equal to 5/12's of $105M.
5/12's of $105M equals $43.75M

The eligible total Basic Credit available is;

$43.75 * 148.9% = $65.14M
$65.14M - $43.75M = $21M eligible Basic Credits rounded to the nearest million.

(b) The following credits issued to the Customer associated with the Contributory Services covered under the TRC (MVP Commitment credits, MVP SLA credits, and credit received under the first true-up attributable to this Contract Offer) but not including any discounts or credits described in 22.73.6(B)(1)(c) below, will be used by the Qualified Companies to satisfy any applicable Basic and Achievement Credit obligations under this Contract Offer.

Example:

The Customer has TRC of $43.75M. The Customer achieves 148.9 percent of TRC equal to $65.14M. The Customer has received or is entitled to receive a total of $7M in MVP Commitment Credits and $2M in MVP SLA Credits for a total of $9M in credits unrelated to this Contract Offer.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credit (Cont'd)

(b) (Cont'd)

Table 6

2004 Gross Spend calculated as described above	86.6 percent of 2004 Gross Spend (rounded)	TRC = 5/12's of 86.6 percent 2004 Gross Spend	148.9 percent of TRC as described above (rounded)
$121.3M	$105M	$43.75M	$65.14M

Qualified Companies' Basic Credit obligations to the Customer in the amount of $21M ($65.14M - $43.75M, rounded to the nearest million) under Contract Offer No. 73, as described in Table 6, will be satisfied by the $9M in non-contract related credits acquired by the Customer under MVP and MVP SLA, and $12M in Basic Credits paid related to this Contract Offer. This amount will be determined at the final true-up period once all other credits have been applied accordingly.

(c) MVP Commitment credits applicable to periods prior to 2005, MVP SLA credits applicable to periods prior to 2005, or other credits applicable to periods prior to 2005, other discounts from optional payment plans or other tariffs or offers utilized by the Customer as of the date of subscription to this Contract Offer, any renewals, replacements, or extensions of the foregoing, and any underlying tariff performance credits (other than MVP SLA credits) will not be used to satisfy any applicable Basic or Achievement Credit Obligations under this Contract Offer.

The Customer will not pay less than the TRC for the Term Period, except as described in Section 22.73.8 following. If the Customer does not achieve the TRC through the purchase of Contributory Services as of December 31, 2005, the Customer will be required to pay the deficiency.

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credit (Cont'd)

(c) (Cont'd)

Basic Credits shall be calculated and awarded on an aggregate basis across the Qualified Companies. If qualified for a Basic Credit, an award of Basic Credit under this Contract Offer shall satisfy any Basic Credit obligations of the other Qualified Companies under the tariff offerings listed in Section 22.73.2(C), and an award of Basic Credit under such other contract offers shall satisfy any Basic Credit obligations under this Contract Offer No. 73.

The total Basic Credit will be increased dollar for dollar to the extent that any amount by which Gross Spend during the Term Period exceeds 148.9 percent of the TRC is attributable to increases in tariff rates effective after March 31, 2005.

Example:

Customer's Gross Spend increased $10M due to applicable tariff rate increases after March 31, 2005.

Customer exceeds 148.9% of TRC by $30M.

Of the $30M, $10M is added to Basic Credit
$20M would receive Achievement Credit equal 17%

(2) Achievement Credits

Achievement Credits are those credits the Customer will receive based on purchases of Contributory Subject Services above 148.9 percent of the TRC.

(a) Achievement Credits are applied to purchase of services as described in Section 22.73.5 in excess of 148.9 percent of the TRC. The amount of applicable credit will be determined based on the amount of Gross Spend above the TRC as defined in Section 22.73.6 preceding, measured at the final true-up period described in Section 22.73.7 below. The Customer will receive a discount on Contributory Subject Services equal to 17 percent of total revenue above 148.9 percent of the TRC.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(2) Achievement Credits (Cont'd)

(a) (Cont'd)

Achievement Credits shall be calculated and awarded on an aggregate basis across the Qualified Companies. If qualified, award of Achievement Credit under this Contract Offer shall satisfy the Qualified Companies' Achievement Credit obligations.

Example:

The Customer has TRC of $43.75M. The Customer achieves 155 percent of TRC equal to $67.8M. The Customer will receive $21M in Basic Credits as described above, and the Customer will receive $452K in Achievement Credits calculated as follows:

($67.8M minus (TRC x 148.9%)) x 17%

$67.8M – $65.14M ($43.75M x 148.9%) = $2.66M
$2.66M x 17% = $452K (Achievement Credits).

Table 7

148.9% of TRC	$65.14M
Gross Spend Achievement during Term Period (GSA)	$67.8M
Difference between 148.9% of TRC and GSA	$2.66M
Credit due for billed revenue above 148.9% of TRC x 17%	$452K

The Customer receives $21M in Basic Credits plus $452K in Achievement Credits for total credits of $21.452M as described in Table 7.

(3) Transfer of Qualified Services

(a) Any transfer of services from non-SBC wholesale entities/ACNAs will require an equivalent increase in the TRC commitment based on the amount of revenue associated with the transferred services. The Customer's maximum Basic Credit Amount will not change as a result of the transfer.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(3) Transfer of Qualified Services

(a) (Cont'd)

Example: Customer has a TRC of $43.75M and is eligible to earn up to a maximum of $21M in Basic Credits. Customer transfers $10M of services from a non-SBC wholesale entity. The Customer's new TRC will be $53.75M ($43.75M plus $10M = $53.75M). The Customer's maximum Basic Credit ($21M) will not change as a result of the transfer.

22.73.7 True-up Process

To determine TRC achievement, two true-up calculations will be performed as follows:

(A) First True Up - At the expiration of the final regional MVP agreement, the minimum required revenue will be based on the TRC proportionately divided between the months of 2005 in whole or in part under MVP and the months of 2005 not under MVP plus 7/12's of 86.6 percent of 2004 Gross Spend, as described in Section 22.73.2 preceding.

Example 1: MVP expires 8/31/05. The Customer must meet a minimum of 1/5 of $43.75M TRC which is equivalent to $8.75M plus 7/12's of 86.6 percent of 2004 Gross Spend, as described in Section 22.73.2 preceding.

Example 2: MVP agreements expire 8/31/05 and 10/31/05. The Customer must meet a minimum of 3/5's of $43.75M TRC which is equivalent to $26.25M plus 7/12's of 86.6% of 2004 Gross Spend as described in Section 22.73.2 preceding.

If the Customer's purchase of Contributory Services, after all credits as described above, is greater than the minimum required revenue at time of true-up, the Customer will receive a Basic Credit equivalent to revenue above the minimum required revenue amount.

If the Customer's purchase of Contributory Services, after all credits as described above, is below the minimum required revenue at the time of true-up, the Customer will be billed the amount required to meet the minimum revenue amount and will pay such bill pursuant to Section 22.73.7 (D)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.7 True-up Process (Cont'd)

(B) Final True Up - On December 31, 2005, calculation of final TRC achievement will be made to determine any eligible Basic or Achievement credits.

If the Customer's purchase of Contributory Services, after all credits as described above, is greater than the TRC required at time of true-up, the Customer will receive a Basic Credit against Contributory Subject Services equal to the amount above the TRC not to exceed the amount outlined in Section 22.73.6(B) preceding.

Example 3: The Customer's TRC is $43.75M.
The Customer's purchase of Contributory Services is $54M
The Customer will receive Basic Credit equal to $11.75M

If the Customer purchase of Contributory Services, after all credits as described above, is below the TRC at the time of the final true-up, the Customer will be billed the amount required to meet the TRC amount and will pay such charge pursuant to Section 22.73.7 (D).

Example 4: The Customer's TRC is $43.75M.
The Customer's purchase of Contributory Services is $38.75M
The Customer must pay $5M.

If the Customer's purchase of Contributory Services, after all credits as described above, is greater than 148.9 percent of the TRC, the Customer will receive a Basic Credit against Contributory Subject Services equal to the difference between the TRC and 148.9 percent of TRC, and an Achievement Credit against Contributory Subject Services equal to a 17 percent discount on services above 148.9 percent of TRC.

Example 5: The Customer's TRC is $43.75M
The Customer's purchase of Contributory Services is $67.8M
The Customer receives $21M in Basic Credits and $452K in Achievement credits.

(C) If at the time of final true-up the Qualified Companies owe the Customer a Basic Credit amount as described above, the credit will be applied to the Customer's bill no later then 30 days after the final true-up date.

(D) If at the time of true-up the Customer must buy-up to meet the TRC as described above, payment must be submitted to the Qualified Companies no later than 30 days after the true-up date.

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Effective: August 4, 2005

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.8 Service Level Agreement (SLA)

The Qualified Companies will calculate the MVP SLA 1 performance measurement point value and the SLA 2 performance measurement as described in F.C.C No. 2 Section 19.3 (G), as if it were applicable for the full 2005 calendar year. The Qualified Companies will calculate the MVP SLA 1 performance measurement point value and the SLA2 performance measurement as described in F.C.C 2 Section 19.3 (G), as if it were applicable for the full 2004 calendar year. No credits will be rendered with respect to 2005 based on these calculations, but if these calculations show that the Qualified Companies would have paid out a higher amount under the MVP SLAs in calendar year 2005 (if the Customer had been eligible to receive credits under the MVP SLAs through calendar year 2005) than what the Qualified Companies would have paid out under the MVP SLAs in calendar year 2004, the Qualified Companies will determine the difference between what the Qualified Companies paid out under MVP SLA in calendar year 2004 versus what the Customer would have been eligible to receive under MVP SLA if MVP extended through calendar year 2005. If the MVP SLA credit amount the Qualified Companies would have paid out for calendar year 2005 is greater than the MVP SLA credit amount paid out for calendar year 2004, then the MVP SLA credit amount the Customer received in calendar year 2004 will be subtracted from the amount of MVP SLA credit the Customer would have qualified for in calendar year 2005 and, if a positive number, the amount of any difference, less any impact based on an MVP MARC increase, will be deducted from the Customer's TRC.

Any credits due to the Customer resulting from any deduction to the TRC under this section will be determined and applied after the December 31, 2005 true-up process is finalized.

Example A: MVP calendar year 2005 effective SLA credit would be greater than MVP calendar year 2004 SLA credit

The Customer MVP MARC = $30M (with MVP term agreement expiration August 31, 2005)

MVP calendar year 2004 total SLA credit = 1%

$30M * 1% = $300K total SLA credit received by the Customer in calendar year 2004

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd) (N)

22.73.8 Service Level Agreement (SLA) (Cont'd)

Example A:(Cont'd)

MVP calendar year 2005 effective SLA credit the Customer would have received if MVP extended through December 31, 2005 = 2%.

$30M * 2% = $600K total SLA credit the Customer would have received in calendar year 2005.

MVP calendar year 2005 effective SLA credit ($600K) minus MVP calendar year 2004 credit ($300K) = $300K.

The Customer qualifies for a $300K SLA credit to be applied to the Customer TRC.

$105M - $300K = $104.7M (new TRC) .

Example B: MVP calendar year 2005 effective SLA credit is less than or equal to MVP calendar year 2004 SLA credit.

The Customer MVP MARC = $30M (with MVP term agreement expiration August 31, 2005).

MVP calendar year 2004 total SLA credit = 1%.

$30M * 1% = $300K total SLA credit received by the Customer in 2004.

MVP calendar year 2005 effective SLA credit the Customer would have received if MVP extended through December 31, 2005 = 1%.

$30M * 1% = $300K effective SLA credit the Customer would have received in 2005.

MVP plan year 2005 effective SLA credit ($300K) minus MVP plan year 2004 SLA credit ($300K) = $0.

The Customer does not qualify for any additional SLA credits toward its TRC.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd) (N)

22.73.9 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 73 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Qualified Companies will acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 2, Section 2.1.2, unless:

(A) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (1) or (2) below, or

(B) if the proposed assignee or transferee or its parent company has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(1) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly, more than 50 percent of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(2) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.10 Mergers and Acquisitions

The terms and conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or assets to any other entity or purchases all stock or substantially all stock or certain assets of another company (the foregoing generally referred to herein as a merger or acquisition). Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases any services that are Contributory Services under this Contract Offer No. 73 from the Qualified Companies, the Contributory Services as provided for in this Contract Offer will continue to be maintained at the same volume, rates, terms, and conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

The terms and conditions of Section 22.73.9 above do not apply when the merger or acquisition occurs in accordance with the provisions outlined in this Section 22.73.10.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.11 Termination Liability Charges

Termination liability language described below applies in lieu of the termination liability language in F.C.C No. 2, Section 7. If the Customer terminates Contract Offer No. 73 before the expiration of the Term Period for any reason whatsoever the Customer must pay the Qualified Companies termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 90 days prior to the desired date of termination to the Qualified Companies. This notification must include the date upon which the Customer will terminate the Contract Offer.

If the Customer fails to meet any of the eligibility criteria in Section 22.73.2, or fails to meet any of the terms and conditions in Contract Offer No. 73, then the Qualified Companies shall provide the Customer with written notification of such non-compliance and the Customer will have sixty (60) days to return to compliance. If the Customer does not return to compliance within such time period, the Customer will be deemed to have terminated its participation in Contract Offer No. 73 and termination liability charges will apply as stated below and will be payable within thirty (30) days from the time the contract is deemed terminated.

If the Customer terminates its subscription to this Contract Offer prior to September 30, 2005, the Customer must pay termination liability charges in an amount equivalent to a prorated portion of the TRC based upon the remaining months of the TRC as shown below:

(A) Example:

The Customer's TRC is $43.75M. The Customer terminates the contract on August 31, 2005. The Customer has 4 months remaining on the contract term and will owe $35M in termination liability

$43.75M/5 * 4 = $35M = in termination liability

If the Customer terminates its subscription to this Contract Offer after September 30, 2005, the Customer must pay termination liability charges in an amount equivalent to a prorated portion of the TRC based upon the remaining months of 2005, as well as any credits received under this Contract Offer.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.11 Termination Liability Charges (Cont'd)

(B) Example:

The Customer's TRC is $43.75M. The Customer terminates the contract on October 31, 2005. The Customer has 2 months remaining on the contract term and has received $5M in the first true-up under this Contract Offer.

$43.75M/5 * 2 = $17.5M plus

$5M in first true-up

$17.5M + $5M = $22.5M in termination liability

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 74 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-627

22. [1] (D)

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[1] See footnote (1) on page 22-627

22. Pricing Flexibility Contract Offerings

22.75 Contract Offer No. 75 – [1] Offer (D)

22.75.1 General Description

[1] Offer (Contract Offer No. 75) permits Customers located in Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.75.5 for new [1] Service, and associated new DS3 and DS1 special access transport bandwidth, that together make up an [1] network. (D) (D) (D)

22.75.2 Contract Offer No. 75 - Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the Contract Offer 75 discount:

(1) Service must be located in an MSA listed in 22.75.3 (B)(1);

(2) Service must be for two (2) new [1] networks only; (D)

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

(B) Contract Offer No. 75 applies to pricing-flexibility-qualified access services contained in the following tariff section (referred to as “Qualifying Services”):

(1) [1]; and (D)

(2) DS1/DS3 Service Ameritech Tariff F.C.C. No. 2, Section 7 for Phase 1 MSAs and Section 21 for Phase 2 MSAs.

(C) All terms and conditions for the Qualifying Service listed above are governed by its respective tariff sections except as noted herein.

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[1] Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission’s Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 75 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions’ website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

(This page filed under Transmittal No. 1666)

Issued: January 24, 2008

Effective: February 8, 2008

22. Pricing Flexibility Contract Offerings (Cont'd)

22.75 Contract Offer No. 75 – [1] Offer (Cont'd) (D)

22.75.3 Contract Offer No. 75 - Terms and Conditions

(A) Term Period

The contract term is five (5) years, (the "Term Period") commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's completion of the [1] access service order. This offer is not renewable. (D)

At the expiration of the Term Period, the Customer may choose from the payment options in:

- Section 7 for [1] Service, (D)
- Section 7 for DS3 and DS1 Service.

If, at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections above, the Customer will automatically be billed the monthly extension rates found in Section 21.5.2.

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 75 as listed in Section 22.75.4. Purchase of the services listed above under Contract Offer No. 75 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2: Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, however such tariff modifications will not change the regulations described in Contract Offer No. 75.

Purchase of the services listed above under Contract Offer No. 75 are subject to the specific terms and conditions of Section 22.75.3. Purchases of the services listed above under Contract Offer No. 75 are also subject to general terms and conditions of F.C.C. Tariff No. 2 and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

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[1] See footnote (1) on page 22-630

22. Pricing Flexibility Contract Offerings (Cont'd)

22.75 Contract Offer No. 75 – [1] Offer (Cont'd) (D)

22.75.3 Contract Offer No. 75 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer No. 75 is available only for circuits located in the following MSAs: Lansing and Kalamazoo, MI;

(2) This Contract Offer No. 75 is available for subscription only August 6, 2005 through September 6, 2005;

(3) In order to subscribe to Contract Offer No. 75, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company;

(4) If the Customer should discontinue service under Contract Offer No. 75 during the Term Period, termination liability charges will apply in accordance with Section 22.75.5;

(5) If, after the Customer has submitted the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(6) The Customer must subscribe to the services available under this Contract Offer No. 75 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(7) If the Customer requests modifications to the Contract Offer No. 75 network design originally constructed for the Customer under Contract Offer No. 75, the Customer agrees to pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to: reconfiguration of existing [1], (D)
shelf rearrangement, [1] moves, [1] provisioning changes and (D)
customer premise rearrangements;

(8) The Customer will not be able to subscribe to or include the Qualifying Service in any future promotional, contract offering, or discount plan in conjunction with this Contract Offer;

(9) The Customer must, by the end of the third year of the five-year term period, purchase DS1 and DS3 circuits riding each [1] subject to this (D)
Contract Offer equivalent to 30 % or more of the capacity of each OC-48 Dedicated Ring.

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[1] See footnote (1) on page 22-630

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.75 Contract Offer No. 75 – [1] Offer (Cont'd) (D)

22.75.3 Contract Offer No. 75 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(10) If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 75 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

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

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

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[1] See footnote (1) on page 22-630

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.75 Contract Offer No. 75 (1) Offer (Cont'd) (D)

22.75.4 Contract Offer No. 75 - Rates and Charges

(A) (1) Service Rates and Charges: (D)
Customer shall pay the following Nonrecurring Charge (NRC) and Monthly Recurring Charge (MRC) for each new (1) Service: (D)

(1) Nonrecurring Charges (NRC):
Administrative Charge-(1) $ 60.00 (D)
Design and Central Office Connection Charge-(1) $ 600.00 (D)

Monthly Recurring Charge (MRC):
(1) Service in Lansing, MI. $ 15,935.00 (D)

The (1) Service MRC includes the following components: (D)

(1)	USOC	Quantity
(1)		
(1)		
(1)		
(1)		

(D)
(D)

(2) (1) Additional Services Rates and Charges: (D)
Customer may subscribe to the following additional (1) services at the MRC rates below: (D)

(1)	USOC	MRC
(1)		
(1)		
(1)		
(1)		
(1)		

(D)
(D)

If a (1) is added after the initial installation of the (1), the new (1) will be co-terminus with the initial Term Period. However, if a (1) is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the (1) MRC for a minimum period of twelve (12) months, and if the Term Period for the (1) is less than twelve (12) months, the Customer shall be billed at the above MRC with any lump-sum to be billed at the end of the Term Period. (D) (D) (D) (D) (D)

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[1] See footnote (1) on page 22-630

22. Pricing Flexibility Contract Offerings (Cont'd)

22.75 Contract Offer No. 75 (1) Offer (Cont'd) (D)

22.75.4 Contract Offer No. 75 - Rates and Charges (Cont'd)

(B) (1) Service Rates and Charges: (D)
Customer shall pay the following Nonrecurring Charge (NRC) and Monthly Recurring Charge (MRC) for each new (1) Service: (D)

(1) Nonrecurring Charges (NRC):

Administrative Charge-(1)	$ 60.00 (D)
Design and Central Office Connection Charge-(1)	$ 600.00 (D)

Monthly Recurring Charge (MRC):

(1) Service in Kalamazoo, MI.	$ 10,787.00 (D)

The (1) Service MRC includes the following components: (D)

(1)	USOC	Quantity
(1)		
(1)		
(1)		
(1)		

(D)

(2) (1) Additional Services Rates and Charges: (D)
Customer may subscribe to the following additional (1) services at the MRC rates below: (D)

(1)	USOC	MRC
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

If a (1) is added after the initial installation of the (1), the new (1) will be co-terminus with the initial Term Period. However, if a (1) is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the (1) MRC for a minimum period of twelve (12) months, and if the Term Period for the (1) is less than twelve (12) months, the Customer shall be billed at the above MRC with any lump-sum to be billed at the end of the Term Period. (D)

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(1) See footnote (1) on page 22-630

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.75 Contract Offer No. 75 – [1] Offer (Cont'd) (D)

22.75.4 Contract Offer No. 75 - Rates and Charges (Cont'd)

(C) During the Term Period, the Customer may subscribe to the following DS1 subtending services, up to the capacity of the [1], at the MRC rates below: (D)

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service LDC - Zone	USOC	MRC
Zone 1	TZ4X1	$93.00
Zone 2	TZ4X2	$101.00
Zone 3	TZ4X3	$109.00
Zone 4	TZ4X4	$119.00
Zone 5	TZ4X5	$125.00

(2) Channel Mileage Termination (CMT) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$24.00
Zone 2	CZ4X2	$24.50
Zone 3	CZ4X3	$29.50
Zone 4	CZ4X4	$47.25
Zone 5	CZ4X5	$49.00

(3) Channel Mileage (CM) – Per Mile - Bit Rate 1.544 Mbps:

DS1 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$12.90
Zone 2	1YZX2	$13.00
Zone 3	1YZX3	$13.15
Zone 4	1YZX4	$13.30
Zone 5	1YZX5	$13.40

When a DS1 is added to the [1], the DS1 will carry a sixty (60) month Term Period. (D)

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[1] See footnote (1) on page 22-630

22. Pricing Flexibility Contract Offerings (Cont'd)

22.75 Contract Offer No. 75 – [1] Ring Offer (Cont'd) (D)

22.75.4 Contract Offer No. 75 - Rates and Charges (Cont'd)

(D) During the Term Period, the Customer may subscribe to the following DS3 subtending services, up to the capacity of the [1], at the MRC rates below: (D)

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 44.736 Mbps:

DS3 Service LDC - Zone	USOC	MRC
Zone 1	TZUP1	$931.00
Zone 2	TZUP2	$940.50
Zone 3	TZUP3	$988.00
Zone 4	TZUP4	$1,007.00
Zone 5	TZUP5	$1,016.50

(2) Channel Mileage Termination (CMT) – Per Point of Termination:

DS3 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$232.75
Zone 2	CZ4X2	$237.50
Zone 3	CZ4X3	$261.25
Zone 4	CZ4X4	$311.50
Zone 5	CZ4X5	$315.50

(3) Channel Mileage (CM) – Per Mile:

DS3 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$32.60
Zone 2	1YZX2	$33.90
Zone 3	1YZX3	$37.25
Zone 4	1YZX4	$46.60
Zone 5	1YZX5	$47.50

(4) Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1:

DS3 Service 3/1 MUX - Zone	USOC	MRC
Zone 1	QM3X1	$427.50
Zone 2	QM3X2	$436.00
Zone 3	QM3X3	$451.25
Zone 4	QM3X4	$475.00
Zone 5	QM3X5	$484.50

When a DS3 is added to the [1], the DS3 will carry a sixty (60) month Term Period. (D)

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[1] See footnote (1) on page 22-630

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offering (Cont'd)

22.75 Contract Offer No. 75 – (1) Offer (Cont'd) (D)

22.75.5 Contract Offer No. 75 - Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If the Customer terminates Contract Offer No. 75 before the completion of the Term Period for any reason, the Customer agrees to pay to the Telephone Company termination liability charges as described below. If the Customer is not in compliance with the Eligibility Criteria in Section 22.75.2 or the Terms and Conditions in Section 22.75.3, the Customer shall be deemed to have terminated this Contract Offer and termination liability charges will apply. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

50% of all monthly recurring charges ((1), DS1 and DS3 services) for the balance of the Customer's five (5) year Term Period. (D)

All remaining in-service Qualifying Services will convert back to the prevailing tariff rates at the term that the customer signed up for. Prevailing tariff rates are highlighted in Section 7.5.9 and (1) for Phase 1 MSAs and Section 21.5.2 for Phase 2 MSAs. (D)

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: Customer with a $35,000 monthly recurring charge terminates service after three (3) years and has twenty-four (24) months remaining in a five (5) year term plan. The termination liability would be calculated as:

$35,000 X 24 X 50% = $420,000 termination liability charge.

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(1) See footnote (1) on page 22-630

22. Pricing Flexibility Contract Offerings

22.76 Contract Offer No. 76 – DS3 Transport Service Offer

22.76.1 General Description

Contract Offer No. 76 – DS3 Transport Service Offer is an access discount pricing plan that provides the Customer with discounted rates for new and existing access services. Qualified services under Contract Offer No. 76 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA), as described in Section 22.76.2 (A). Contract Offer No. 76 is available for subscription August 13, 2005 through September 13, 2005. This Contract Offer is not renewable.

All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, except as noted herein.

22.76.2 Eligibility Criteria

The following eligibility criteria must be met to purchase pricing flexibility qualified services (hereafter referred to as Subject Services) under this Contract Offer:

(A) The Subject Services must be located in the following Pricing Flexibility MSA: Peoria, IL; and

(B) Subject Services must be provided in Ameritech Tariff F.C.C. No. 2, Section 21.5.2.7 (C) DS3 Service.

22.76.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years, commencing on the execution date of the Letter of Subscription.

By written notification to the Telephone Company sixty (60) days prior to the expiration of the Term Period, the Customer may extend the rates, terms and conditions of this Contract Offer for one additional one year term.

Upon the expiration of the Term Period, the Subject Services provided under this Contract Offer will be subsequently provided under the prevailing applicable monthly extension rates found in Ameritech Tariff F.C.C No. 2, Section 21.5.2.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.76 Contract Offer No. 76 – DS3 Transport Service Offer (Cont'd)

22.76.3 Terms and Conditions (Cont'd)

(A) Contract Subscription

(1) This Contract Offer is available for subscription August 13, 2005 through September 13, 2005.

(2) To subscribe to this Contract Offer the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(B) General

(1) The Customer must purchase one new two node OC-48 Dedicated Ring from the Telephone Company in the Peoria, IL MSA.

(2) New Subject Services provided under this Contract Offer must be subtending the new ring described in Section 22.76.3 (C) (1) above.

(3) If the Customer discontinues service under this Contract Offer during the Term Period, a termination charge will apply in accordance with Section 22.76.7 for the discontinued services.

(4) The Customer may not include Subject Services provided under this Contract Offer in any other promotional tariff, contract offer, or other discount plan concurrently with this Contract Offer.

(5) Commingling, as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6, of Subject Services under this Contract Offer is prohibited.

22.76.4 Mergers and Acquisitions

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

22. Pricing Flexibility Contract Offerings (Cont'd)

22.76 Contract Offer No. 76 – DS3 Transport Service Offer (Cont'd)

22.76.5 Assignment and Transfer

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

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.76.6 Rates, Charges and Credits

(A) Monthly Recurring Charges (MRC)

The Customer must pay the following MRC for each rate element that comprises new Subject Services provided under this Contract Offer.

Rate Elements	Applicable USOC	MRC
DS3 Service		
Channel Mileage Termination – per Termination	CZ4X4	$209.30
Channel Mileage Termination – per Termination	CZ4X5	$211.25
Channel Mileage – per mile	1YZX4	$31.20
Channel Mileage – per mile	1YZX5	$31.85

Any rate elements not described herein will be subject to the applicable rates and charges outlined in Ameritech Tariff F.C.C. No. 2.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.76 Contract Offer No. 76 – DS3 Transport Service Offer (Cont'd)

22.76.6 Rates, Charges and Credits (Cont'd)

(A) Credits for Existing Services

Billing credits will be applied monthly for each of the first four months of the Term Period for the existing Subject Services, as follows.

Rate Elements	**Monthly Credit**
DS3 Local Distribution Channel	($15,000.00)

The total billing credits available under this Contract Offer shall equal sixty thousand dollars.

22.76.7 Termination Liability

The termination liability language contained below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2. If the Customer requests termination of this Contract Offer, or requests termination of individual Subject Services provided under this Contract Offer, or is not in compliance with the Terms and Conditions of this Contract Offer, the Customer will be liable for a termination charge. This charge shall become due as of the effective date of the termination and is payable within 30 days of the billing invoice date.

The termination charge shall be equal to 50% of the recurring charges for the balance of the Term Period and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (months remaining in Term Period) multiplied by (termination liability percentage of 50%) = Termination Charge

Example: Customer has $200,000 in recurring charges. If the service is terminated after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month Term Period, the termination charge would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Charge

22. Pricing Flexibility Contract Offerings

22.77 Contract Offer No. 77 – DS1/DS3/(1) Transport Service Offer (D)

22.77.1 General Description

Contract Offer No. 77 - DS1/DS3/(1) Transport Service Offer, is an access discount pricing plan that provides the Customer with discounted rates for new facilities configured as described in Section 22.77.4 (B). Qualified services under Contract Offer No. 77 are available only in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) described in Section 22.77.3 (1). Contract Offer No. 77 is available for subscription August 18, 2005 through September 18, 2005. This Contract Offer is not renewable.

22.77.2 Subject Services Available under Contract Offer No. 77

Contract Offer No. 77 applies to Pricing Flexibility-qualified services (hereafter referred to as Subject Services) contained in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2,

(1) DS1 Service - Section 21.5.2.7.
(2) DS3 Service - Section 21.5.2.7
(3) (1) Service - Section (1) (D)

All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by their respective tariff sections except as noted herein.

22.77.3 Eligibility Criteria

The following eligibility criteria must be met to purchase Subject Services pursuant to Contract Offer No. 77:

(1) Service must be located in the following Pricing Flexibility MSA: Chicago, IL.

(2) The Customer must purchase forty-five (45) new DS1 Subject Services, as described in Section 22.77.4 (D) herein.

(3) The Customer must be willing to purchase one (1) (1) Subject Service and convert two (2) existing DS3 services to the new (1) Subject Service. (D) (D)

(4) The Customer must provide documentation that equivalent Subject Services are currently provided, or can be provided, by another carrier other than the Telephone Company. Documentation may include, but is not limited to, circuit detail records, invoices or service proposals. Documentation must be provided within 30 days of the effective date of this Contract No. 77.

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(1) Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 77 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.77 Contract Offer No. 77 – DS1/DS3/(1) Transport Service Offer (Cont'd) (D)

22.77.4 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) shall begin upon the effective date of the Customer's Letter of Subscription (LOS) and shall continue until the date five (5) years after billing for the first Subject Service begins pursuant to this Contract Offer. Billing shall begin no later than 30 days after the Telephone Company's receipt and completion of an access service order subject to this Contract Offer.

If the Customer elects to continue services at the expiration of the Term Period, the Customer may, by written notification to the Telephone Company within 60 days prior to the expiration of the Term Period, select from the payment options as described in Sections 21.5.2.7 and (1). (D)

If, at the expiration of the Term Period, the Customer does not elect an option as described above, the Subject Services will be converted to the prevailing applicable monthly extension rates found in Sections 21.5.2.7 and (1). (D)

(B) General

(1) The Customer must subscribe to the services available under Contract Offer No. 77 in accordance with the regulations set forth in Section 5-Ordering Options for Switched & Special Access Services.

(2) The Subject Services provided under this Contract Offer shall also be subject to certain rates, charges and general terms and conditions as set forth in Sections: 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer.

(3) If the Customer discontinues service under this Contract Offer during the Term Period, termination liability charges will apply.

(4) The Customer may not subscribe to Subject Services under, or include Subject Services in, any future promotional tariff, contract offering, or discount plan, concurrently with this Contract Offer.

(5) Commingling, as defined in Ameritech Tariff F.C.C No. 2, Section 2.6 of Subject Services under this Contract Offer, is prohibited.

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(1) See footnote (1) on page 22-643

22. Pricing Flexibility Contract Offerings (Cont'd)

22.77 Contract Offer No. 77 – DS1/DS3/(1) Transport Service Offer (Cont'd) (D)

22.77.4 Terms and Conditions (Cont'd)

(A) Subscription

(1) This Contract Offer is available for subscription only from August 18, 2005 through September 18, 2005.

(2) To subscribe to this Contract Offer, the Customer must meet all eligibility criteria outlined in 22.77.3 and submit a Letter of Subscription (LOS) to the Telephone Company.

(B) Purchase Requirements

(1) The Customer must purchase forty-five (45) new DS1 Subject Services as follows:

(a) The Customer must order forty-five (45) DS1 Subject Services within forty-five (45) days after submitting its LOS.

(b) The Customer must request installation completion of those forty-five (45) DS1 Subject Services within forty-five (45) days after the Telephone Company's receipt of the Customer's LOS.

(c) The Customer must order thirty (30) additional DS1 Subject Services within one year after the Telephone Company's receipt of the Customer's LOS.

(d) The Customer may order no more than the following number of DS1 Subject Services under this Contract Offer, during each year of the Term Period:

(i) Year One -100 DS1 Subject Services
(ii) Year Two -100 DS1 Subject Services
(iii) Year Three -75 DS1 Subject Services
(iv) Year Four - 70 DS1 Subject Services
(v) Year Five - 65 DS1 Subject Services

(e) Additional DS1 Subject Services, in excess of those permitted under this Contract Offer, as described in Section 22.77.4(d), will be charged prevailing tariff rates as described in Sections 21.5.2.7 and 21.5.2.8 (A).

(f) The Customer may convert existing DS1 facilities to the terms and conditions of this Contract Offer, provided they meet the terms and conditions of this Contract Offer.

(g) DS1 Subject Services provided pursuant to this Contract Offer must include a minimum of one (1) Local Distribution Channel (LDC) rate element per circuit.

(h) DS1 Subject Services are eligible for circuit portability after being in service for more than 12 months. Applicable non-recurring charges will apply.

(i) The Customer may elect to pay a flat non-recurring charge of $300.00 for circuit portability for any DS1 facility which has been in service for a minimum of 4 months up to and including 12 months.

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(1) See footnote (1) on page 22-643

22. Pricing Flexibility Contract Offerings (Cont'd)

22.77 Contract Offer No. 77 – DS1/DS3/(1) Transport Service Offer (Cont'd) (D)

22.77.4 Terms and Conditions (Cont'd)

(D) Purchase Requirements (Cont'd)

(2) The Customer must purchase one (1) new (1) facility. (D)

(a) The Customer may elect to upgrade two (2) existing DS3 services to the
new (1) Subject Service without paying Termination Liability for the upgraded services. (D)

22.77.5 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 77 pursuant to Ameritech Tariff F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in Section 2.1.2 are met, unless (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.77.6 Mergers and Acquisitions

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

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(1) See footnote (1) on page 22-643

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.77 Contract Offer No. 77 – DS1/DS3/[1] Transport Service Offer (Cont'd) (D)

22.77.7 Rates and Charges

The Customer must pay the following Monthly Recurring Charges (MRCs) for the Subject Services provided under this Contract Offer, as described in Table 1 below:

Note: All mileage zones for DS1 and DS3 Subject Services are flat rated.

Table 1

MW DS1 RATE ELEMENT	**USOC**	**5 Year MRC**
DS1 CHANNEL TERMINATION – Per Point of Termination	TZ4XX	$ 90.00
CHANNEL MILEAGE Termination - FIXED	CZ4XX	$ 20.00
CHANNEL MILEAGE PER MILE	1YZXX	$ 3.75
CENTRAL OFFICE MULTIPLEXING - DS1 TO DS0 - Per Arrangement	QMVXX	$ 168.00
MW DS3 Rate Element	**USOC**	**5 year MRC**
DS3 CHANNEL TERMINATION – Per Point of Termination	TZUPX	$ 800.00
Tran-Fixed	CZ4XX	$ 180.00
Tran-Var	1YZXX	$ 10.00
CENTRAL OFFICE MULTIPLEXING – DS3 TO DS1 - Per Arrangement	QM3XX	$ 300.00
[1]	**USOC**	**5 year MRC**
[1]		
[1]		
[1]		
[1]		
[1]		
[1]		

(D)

(D)

Rate elements not described herein will continue to be billed at otherwise applicable tariff rates, as described in Sections 21.5.2.7 and 21.5.2.8 (A).

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[1] See footnote (1) on page 22-643

22. Pricing Flexibility Contract Offerings (Cont'd)

22.77 Contract Offer No. 77 – DS1/DS3/[1] Transport Service Offer (Cont'd) (D)

22.77.8 Termination Liability

If Customer terminates Contract Offer No. 77 or individual Subject Services included under this Contract Offer, the termination liability language contained below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 21. Customer must pay to the Telephone Company termination liability charges as described below if Customer terminates this Contract Offer before the completion of the term period for any reason, or if Customer is not in compliance with Terms and Conditions in Section 22.77.4. These charges shall become due as of the effective date of the termination and are payable within 30 days of the billing invoice date. Customer's termination liability charges for termination of service shall be equal to 50% of all recurring charges for the balance of the Customer's five (5) year Term Period, and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 50%)

Example: Customer has $200,000 in Monthly Recurring Charges. If Customer terminates service after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month term period, then the termination liability would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Liability

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[1] See footnote (1) on page 22-643

22. (1) (D)

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(1) Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 78 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. (1) (D)

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(1) See footnote (1) on page 22-649

22. [1] (D)

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[1] See footnote (1) on page 22-649

22. [1] (D)

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[1] See footnote (1) on page 22-649

22. (1) (D)

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(1) See footnote (1) on page 22-649

22. [1] (D)

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[1] See footnote (1) on page 22-649

22. Pricing Flexibility Contract Offerings

22.79 Contract Offer No. 79 – Special Access Service Offer

22.79.1 General Description

Special Access Service Offer (Contract Offer No. 79) is an access discount pricing plan for which subscription is required to the following Access Tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Southwestern Bell Telephone Company (SWBT)Tariff F.C.C. No. 73, and The Southern New England Telephone Company (SNET) Tariff F.C.C. No. 39. Contract Offer No. 79 is available to any Customer with at least $12.0 million in cumulative annual recurring revenue for Contributory Services, as defined in Section 22.79.2(C) and 22.79.4(C). The Customer must meet the Eligibility Criteria set forth in Section 22.79.2 and also must comply with all terms and conditions of this Contract Offer.

Contract Offer No. 79 requires the Customer to establish and maintain a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year Term Period, as defined in Section 22.79.4(A). The MARC shall include all Contributory Services purchased from the Telephone Company or its affiliates available under this Contract Offer. Contributory Services include Contributory Subject Services, as described in Section 22.79.2(C), herein, in addition to the following Contributory Non-Subject Services (that are not Contributory Subject Services): (1), ATM, and Frame Relay services. Contributory Non-Subject Services are not eligible for discounts or other incentives provided under this Contract Offer. All Contributory Services described above must be purchased through the SBC wholesale sales channel (SBC Industry Markets). Any ATM and Frame Relay Contributory Services shall be provided pursuant to agreements and/or contracts. Such agreements and/or contracts shall be available for review at the website established to make public any agreements for these services. Customers may reference https://primeaccess.att.com. (T)

In the event the Customer does not meet its MARC as of each Anniversary Date of the Term Period, the Customer must remit the shortfall payment via the Annual True-Up process set forth in Section 22.79.4(E). Notwithstanding the obligation to pay such shortfall payment, if the Customer does not comply with all terms and conditions of this Contract Offer (exclusive of the terms and conditions of non-tariffed agreements referenced herein), termination liability charges, in accordance with Section 22.79.11, shall apply. Contract Offer No. 79 will only be available September 7, 2005 through October 7, 2005.

(1) Material previously contained in this section has been deleted. OCN PTP, DSRS GigaMAN, MON and OPT-E-MAN services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 79 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.1 General Description (Cont'd)

In the event the Customer does not meet its MARC as of each Anniversary Date of the Term Period, the Customer must remit the shortfall payment via the Annual True-Up process set forth in Section 22.79.4(E). In addition to the obligation to pay such shortfall payment, if the Customer does not comply with all terms and conditions of this Contract Offer (exclusive of terms and conditions of non-tariffed agreements referenced herein), termination liability charges, in accordance with Section 22.79.9, shall apply. Contract Offer No. 79 will be available for subscription from September 7, 2005 through October 7, 2005.

22.79.2 Eligibility Criteria

(A) The Customer must meet the following Eligibility Criteria to subscribe to Contract Offer No. 79, and must continue to meet the Eligibility Criteria as described below throughout the Term Period of this Contract Offer:

(1) Contract Offer No. 79 is available for services located in the following pricing flexibility Metropolitan Statistical Areas (MSAs): • Champaign-Urbana, Chicago, IL; • Davenport/Rock Island/Moline, Decatur, Peroria/Pekin, Rockford, Springfield, St Louis, IL; • Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Louisville, Muncie, South Bends, IN; • Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing, Saginaw-Bay City-Midland, MI; • Akron, Cleveland-Lorain-Elyria, Columbus, Dayton, Toledo, OH; • Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

If the Telephone Company receives pricing flexibility relief in additional MSAs, any eligible Contributory Subject Services that the Telephone Company provides to the Customer pursuant to this Contract Offer available in those additional MSAs may, at the Customer's option, be included in this Contract Offer beginning with the first year after the Telephone Company receives pricing flexibility in those additional MSAs, provided that the MARC increases to reflect the recurring annual revenues associated with the additional Contributory Subject Services, as described in Section 22.79.4;

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd) (N)

22.79.2 Eligibility Criteria (Cont'd)

(A)(Cont'd)

(N)

(2) The Customer's first year MARC shall be $12.0 million in cumulative annual recurring revenue for Contributory Services in the following SBC Companies: Ameritech, PBTC, SWBT, and SNET. Other Contributory Services may be provided by other SBC companies; (Nx)

(Nx)

(3) The Customer cannot subscribe to Contract Offer No. 79 concurrently with SBC's MVP Offering in Section 19; (N)

(B) Concurrent Subscription (N)

The Customer must concurrently subscribe to the identical Contract Offer of Contract Offer No. 79, pursuant to the following tariffs: (Nx)

(1) SWBT Tariff F.C.C No. 73, Section 41, Contract Offer No. 58;
(2) PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No .70, and
(3) SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 20.

(Nx)

(x)Issued under Authority of Special Permission No. 05-041 of F.C.C.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.2 Eligibility Criteria (Cont'd)

(C) Contributory Subject Services

Contract Offer No. 79 applies to pricing-flexibility-qualified access services (hereafter referred to as Contributory Subject Services) contained in the following tariff sections:

Service	General Basic Description	Rates & Charges Phase I	Rates & Charges Phase II	
Special Access				
DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7	
[1]				(D)
[1]				(D)
SONET Xpress Service	7.2.12	7.5.12	21.5.2.10	
[1]				(D)
[1]				(D)
Metallic Service	7.2.1	7.5.15	21.5.2.1	
Telegraph Grade Service	7.2.2 (A)	7.5.15	21.5.2.2	
Voice Grade Service	7.2.3 (A)	7.5.15	21.5.2.3	
Switched Access Dedicated Transport Services	6.9.1			

All terms and conditions for the Contributory Subject Services listed above are governed by their respective tariff sections except as noted herein. Annual recurring revenue generated from these services will be used in the MARC calculations defined in Section 22.79.4. If, during the Term Period of this Contract Offer, additional services become eligible for pricing flexibility, those additional services may, at the Customer's option, be included among the Contributory Subject Services eligible under this Contract Offer beginning with the first year after the additional services become eligible for pricing flexibility, provided that the MARC increases to reflect the recurring annual revenues associated with the additional Contributory Subject Services, as described in Section 22.79.4.

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(1) See footnote (1) on page 22-655

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd) (N)

22.79.3 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) is five (5) years, commencing on the date the Customer executes a Letter of Subscription (LOS). The Anniversary Date shall be based on the date of the executed LOS. Contract Offer No. 79 is not renewable.

Contributory Subject Services to which the Customer already subscribes as of the commencement of the Term Period, or any additional Contributory Subject Services included in this Contract Offer after commencement of the Term Period in accordance with the Terms and Conditions set forth herein, must be converted to five (5) year term payment plans (where available) to receive discounts pursuant to this Contract Offer no later than August 1, 2006, except for those services whose conversion would cause the rates to increase over existing rates; those services would be exempt and remain at existing rates on the current term payment plan for those services. If a five (5) year term payment plan is not available for certain Contributory Subject Services, the Customer must select the longest term plan available for the Contributory Subject Service.

Services are subject to certain rates, charges, and general terms and conditions in other sections of F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(B) Contract Offer No. 79 is available for subscription only from September 7, 2005 through October 7, 2005.

(C) The Customer must submit a completed Letter of Subscription (LOS) to the Telephone Company.

(D) Commingling, as defined in F.C.C. No. 2, Section 2.6 of Subject Services under this Contract Offer, is prohibited.

(E) The Customer must subscribe to this Contract Offer in accordance with the regulations set forth in Ameritech Tariff F.C.C. No. 2, Section 5 – Ordering Options for Switched Access and Special Access Services.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd) (N)

22.79.3 Terms and Conditions (Cont'd)

(F) The Customer may not subscribe to any future Contract Offerings in Section 22 in conjunction with this Contract Offer or that might be offered by the Telephone Company for Subject Services covered under this Contract Offer unless expressly permitted in the future Contract Offer.

(G) The Customer must pay billed charges in full throughout the Term Period of this Contract Offer, excluding amounts being disputed. The Telephone Company will exhaust its remedies under Section 2.4.1 of F.C.C. Tariff No. 2 before exercising any remedy under this section. The Telephone Company will provide the Customer written notice (via registered letter) of non-compliance. The Customer will have thirty (30) days from receipt of the written notice to comply, which may be extended by mutual agreement of the Parties to allow the Parties to attempt to resolve any disputes. During this thirty (30) day period, or a period to be mutually agreed upon by the Parties, the Parties will cooperate in good faith to attempt to resolve any pending disputes. If, after the Parties have exhausted attempts to resolve any pending disputes or have resolved disputes and the Customer does not comply with the written notice of non-compliance, the Telephone Company shall have the right to terminate this Contract Offer. In the event of termination by the Telephone Company, termination liability charges as set forth in Section 22.79.11 will apply. Credits will not be issued until the Customer has paid all billed charges (excluding disputes). Any disputed billing amounts that have been resolved in favor of the Telephone Company are due and payable as described in Section 2.4.

(H) Customer must have achieved billing of Contributory Subject Service, Switched Access Transport, that is no greater than $100,000 upon subscription to this Contract Offer.

(I) If the Telephone Company introduces a new Special Access or Switched Access service, or an enhancement to an existing Special Access or Switched Access service, then such services shall be automatically included as Contributory Non Subject Services, and the Customer's purchase of such new or enhanced Contributory Non-Subject Services shall be included in the calculation of the MARC, subject to the Terms and Conditions set forth in this Contract Offer.

(I) The Customer will continue to receive the benefit of rate stability for any Contributory Subject Services currently under a term plan with the Telephone Company that provides for rate stability.

22.79.4 Minimum Annual Revenue Commitment (MARC)

Contract Offer No. 79 requires the Customer to establish and maintain a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year Term Period, as defined in Section 22.79.4(A). The MARC shall include all Contributory Services purchased from the Telephone Company or its affiliates available under this Contract Offer. Contributory Services include Contributory Subject Services, as described in Section 22.79.2(C), herein, in addition to Contributory Non-Subject Services (that are not Contributory Subject Services).

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd) (N)

22.79.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(A) Establishing the MARC

(1) The Customer's Year 1 MARC will be established when the Telephone Company receives the LOS from the Customer. The Customer's MARC for Year 1 shall be $12.0 Million, or four times the Customer's monthly recurring revenue for Contributory Services during the three months immediately preceding the receipt of the signed LOS, whichever is greater.

Example 1: LOS is executed on August 1, 2005. The Year 1 MARC is established upon subscription at $12.0M. The Customer's actual revenue to Telephone Company from May 1, 2006 to July 31, 2006 is $4M. The new Year 2 MARC, effective August 1, 2006, is $16M ($4M multiplied by 4 equals $16M.)

(2) The MARC will be re-established, effective on each Anniversary Date, beginning on the first anniversary (Year 2 MARC). The MARC for Years 2, 3, 4, and 5 will be based on the Customer's actual monthly recurring revenue for all Contributory Services during the previous 3 months multiplied by 4, or the then-current MARC, whichever is greater.

Example 2: Term Period begins August 1, 2005. The MARC for Year 2 is $16.0M. The Customer's actual revenue to Telephone Company from May 1, 2007 to July 31, 2007 is $2.5M. The new Year 3 MARC, effective July 1, 2007, is $16.0M. (The $16.0M MARC is due to the fact that the MARC recalculation cannot result in a MARC lower than the current MARC.)

(B) Inclusion of Contributory Subject Services

(1) The following are the only billed revenues that can be included in the MARC:

(a) Monthly billed recurring revenues, including (net) any credits or discounts given under existing pricing plans (e.g. Term Payment plans or Commitment Discount Plan), if applicable, for the Subject Services provided during the Term Period; and

(b) Any credits and adjustments made to monthly billed amounts for Subject Services which are purchased by the Customer during the Term Period.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Inclusion of Contributory Subject Services (Cont'd)

(1) (Cont'd)

(c) All other charges, other than those listed in Section 22.79.4 (B) (1), are excluded.

Customer's existing Contributory Subject Services that are included in the MARC will be based on the rates that would apply to a five-year minimum term, regardless of whether the Contributory Subject Services were actually purchased pursuant to a five-year term at the time of subscription to this Contract Offer.

(C) Inclusion of Additional Contributory Services

Not withstanding anything to the contrary herein, the Customer may, at its option, include in this Contract Offer any Contributory Services being provided to the Customer by the Telephone Company according to a tariff or contract other than this Contract Offer, provided, however, that the MARC must be increased to reflect the recurring annual revenues associated with the additional Contributory Services, as provided in Section 22.79.4. The Customer must provide written notice to the Telephone Company of its wish to exercise this option. If any additional Contributory Services are ATM or Frame Relay services, those additional Contributory Services shall be provided pursuant to an agreement and/or contract which shall be available for review at the following web site: https://primeaccess.att.com. (T)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

(N)

22.79.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(C) Inclusion of Additional Contributory Services (Cont'd)

Example Year 1 MARC = $12.0M. If, during Year 1, Customer wishes to include $2M of annual spend currently purchased from the Telephone Company under another tariff or contract, and if those services qualify as Contributory Services, the new Year 1 MARC is $14.0M.

(D) MARC Adjustments

The Customer may exercise the following adjustments to the MARC pursuant to the terms listed below:

(1) Option 1 - The Customer may, at its option, adjust the MARC downward by up to 10%. This adjustment can be made only one time during the Term Period, at any time after the first 24 months of the Term Period (i.e., beginning with the establishment of the Year 3 MARC). To exercise this option, the Customer must notify the Telephone Company, in writing, at least 60 days prior to the Anniversary Date upon which the adjustment is to become effective.

(2) Option 2 - The Customer may carry over a shortfall of no more than 5% into the next contract year. This adjustment can be made only one time during the Term Period, at any time after the first 24 months of the Term Period (i.e., beginning with the establishment of the Year 3 MARC). To exercise this option, the Customer must notify the Telephone Company, in writing, at least 60 days prior to the Anniversary Date upon which the adjustment is to become effective. If the Customer opts to carry over a shortfall, the Customer's next year MARC will be increased to reflect that shortfall amount. If at the end of the subsequent contract year, the Customer does not meet its MARC, the Customer must make a shortfall payment sufficient to achieve that year's MARC or will be subject to termination liabilities as outlined in Section 22.79.4(E). This option cannot be combined with the MARC adjustment option as described in Section 22.79.4(D)(1).

The MARC adjustment shall apply prospectively only. If the Customer uses the MARC adjustment option in conjunction with any of the Merger and Acquisition options outlined in Section 22.79.9, reduced discounts will remain for the life of the Term Period, and discounts previously received during that contract year will not be re-rated, provided the Eligibility Criteria in Section 22.79.2 and Terms and Conditions in Section 22.79.3 have been met prior to the MARC adjustment, and certain provisions will no longer apply as detailed in Section 22.79.5.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd) (N)

22.79.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(E) Failure to Achieve the MARC

The Customer and the Telephone Company shall exchange information annually, and shall meet annually, if necessary, to review the Customer's progress toward achieving the MARC for the term years. The Customer and the Telephone Company agree that they will meet in the ninth month of each term year to discuss and address, if necessary, compliance with the Terms and Conditions of the Contract Offer prior to the Anniversary Date. If the Customer fails to achieve the annual MARC Commitment as of the Anniversary Date, the Customer will be notified by the Telephone Company and will be required to remit an Annual True-up payment to reach the MARC commitment. The True-up calculation will be performed as follows:

Annual MARC – Actual Annual recurring revenues for Subject Services = Annual True-up Amount

If the Customer fails to submit its Annual True-Up payment to the Telephone Company within 30 days after notification from the Telephone Company, the Customer shall be deemed to have terminated its Contract Offer No. 79, and termination charges will apply as set forth in Section 22.79.11.

22.79.5 Discounts and Other Credits

(A) Discount Schedule and Application

On each Anniversary Date, the Customer shall be eligible to receive the following Billing Credit, as set forth in Table A, subject to the Customer's compliance with all Terms and Conditions of this Contract Offer. Credits will be applied to the Customer's bill no later than 90 days after each Anniversary Date. Recurring revenue generated from Contributory Subject Services that were not included in this Contract Offer at the time of subscription are not eligible for discounts under this Contract Offer, unless and until those Contributory Subject Services have been added to this Contract Offer pursuant to Sections 22.79.2, 22.79.4, 22.79.9 and 22.79.10.

Table A

MARC Level	**Billing Credit**
$12,000,000	2.00%
$14,000,000	3.00%
$15,125,000	3.50%
$16,000,000	4.00%
$17,000,000	4.50%
$18,000,000	5.00%
$19,000,000	5.50%
$20,000,000	6.00%
$21,000,000	7.50%
$21,010,000	0%

MARC levels will be rounded up or down to the nearest $10,000.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd) (N)

22.79.5 Discounts and Other Credits (Cont'd)

(A) Discount Schedule and Application (Cont'd)

Example: If the Customer meets the minimum MARC of $12,000,000 for sum of all Contributory Services and has Subject Services revenue of $9,584,000. The Customer will be eligible to receive a credit of $191,681.

$9,854,000 X 2% = $191,680

(B) First Year Credit

If at the end of the Year 1 of this Contract Offer, the Customer's MARC for Year 2 is $15.125M or higher, the Customer will receive an additional credit of 2.78 percent of Subject Services applied to the Customer's bill no later than 90 days after the anniversary date for Year 1.

Example: If the Customer reaches the MARC level of $15.125M at the end of year 1 for the sum of all Contributory Services and has Subject Services revenue of $11,230,000. The Customer will be eligible to receive a credit of $312,194.

$11,230,000 X 2.78% = $312,194

22.79.6 Incentives

(A) Purchase of New Contributory Subject Services

During the Contract Term period of subscription to this Contract Offer, the Telephone Company will calculate the billed revenue as described in Section 22.79.4 (B), of new eligible Subject Services towards meeting the MARC on the first contract anniversary date, the beginning of the second year of the Contract term period, and such revenue will be will be increased by 15 percent under this Contract Offer.

Example: Assume that the Customer's total monthly billed recurring revenues for new OC3/OC3c services during the first Contract Term Year Period was $1,000,000 ($1M). The Telephone Company will calculate the billed revenue for new Contributory Subject Services on the first Contract anniversary date for purchases made during such period and the Customer shall be deemed to have purchased $1,150,000 ($1.15M) in Contributory Subject Services. In subsequent years, these OC3 services would count as $1,000,000 ($1M) toward MARC calculations. The calculation to determine if the Customer met the MARC requirements will be:

(New Subject Services purchased during the first contract year multiplied by 1.15) + Existing Contributory Subject Services = Total value of Contributory Subject Services.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.6 Incentives (Cont'd)

(A) Purchase of New Contributory Subject Services (Cont'd)

This total value of Contributory Subject Services will then determine if the Customer meets the MARC as described in Section 22.79.4 and/or has earned any incentive credits as described in Section 22.79. 5.

Purchase of the aforementioned new Subject Services in Year 2, 3, 4 and 5 of this Contract Offer will not receive the increased value towards meeting the MARC.

Example: Assume that the Customer's total monthly billed recurring revenues for new [1] services during the second Contract Term Year Period was $1,000,000 ($1M). The Telephone Company will calculate the billed revenue for new Contributory Subject Services on the second contract anniversary date, the beginning of the third year of the Contract Term period, for purchases made during the second year and the Customer shall be deemed to have purchased $1,150,000 ($1.0M) in Contributory Subject Services toward MARC calculations. The calculation to determine if the Customer met the MARC requirements will be: (D)

New Subject Services purchased multipled by 15 percent + Existing Contributory Subject Services (prior year one purchases plus existing subject services) = Total value of Contributory Subject Services.

The increase value of new eligible services shall be used only to determine attainment of the MARC, and not for any other purposes. If the Customer fails to meet the MARC requirements as stated in section 22.79.4 after such calculation as described above, the Customer will be subject to the true-up provision as stated in Section 22.79.4 (E)

For purposes of this Contract Offer, a new [1] service must meet one of the following criteria: (D)

(1) Newly ordered and provisioned during the first year of the Contract Term period by the customer under this Contract Offer; or

(2) Upgrade of an existing Special Access service during the first year of the Contract Period that was not previously a [1] service (e.g., upgrade of a DS1 or DS3 to a [1] service) under the provisions set forth in other sections of this tariff. (D) (D)

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[1] See footnote (1) on page 22-655

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.6 Incentives (Cont'd)

(B) Conversion of DS1 or DS3 capacity loops:

For customers who subscribe to this Contract Tariff No. 79 and convert their DS1 or DS3 capacity loops, dedicated transport, or Expanded Extended Loops (**EELs**) provided by the Telephone Company as unbundled network elements (**UNEs**) to Special Access Service, the Telephone Company will multiply the customer's billed revenue associated with such converted UNEs by 1.50 in the year of conversion towards the attainment of the MARC. The converted services in subsequent years will not receive the billed revenue multiplier towards the attainment of the MARC. This multiplier shall be used only to determine the billed revenue for Qualifying Services for purposes of MARC attainment, and not for any other purpose. The Customer shall provide a detailed list of circuits that have been converted to the Telephone Company within 30 days after the contract anniversary year for verification.

For example, if the customer converts $1,000,000 ($1M) in UNEs to Special Access Services during the first Annual Contract Term Period of this Contract Tariff No. 79, then, in calculating billed revenue for Qualifying Services, the customer shall be deemed to have purchased $1,500,000 ($1.50M) in Special Access DS1 Services for purposes of calculating the billed revenue for Qualifying Services for meeting the MARC as described in section 22.79.4. In subsequent years, the converted UNE services would count as $1,000,000 ($1M) towards MARC calculations.

22.79.7 Non-Recurring Charges

The Telephone Company will waive installation non-recurring charges (NRCs) associated with the conversion of Contributory Subject Services pursuant to this Contract Offer. In the event that the installation NRCs are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis. In addition, the Telephone Company will waive Non-recurring charges (NRCs) associated with the conversion of existing UNE circuits which are converted to Special Access Services under the terms of this contract tariff offer. In the event that the installation NRCs are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis.

To receive credits for installation NRCs, the Customer must be in compliance with all terms and conditions of this Contract Offer. Additionally, if the Customer fails to meet the MARC on an Anniversary Date pursuant to Section 22.79.4 (A) and/or fails to pay the Annual True-Up as defined in Section 22.79.4 (E), termination liability charges will apply as set forth in Section 22.79.11.

The Customer must pay all other applicable non-recurring charges, including, but not limited to, rearrangement charges, special construction charges, access order charges, cancellation charges and Access Order Modification charges as described in Ameritech F.C.C. No. 2.5.2.2 for Subject Services pursuant to this Contract Offer.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont')

22.79.8 Portability

The Telephone Company will waive termination liability charges for moves and/or disconnection of Contributory Subject Services. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis. In order to receive credits or a waiver of termination liability charges for such moves and/or disconnects, the following conditions must be met:

(1) The Customer must be in compliance with all terms and conditions of this Contract Offer.
(2) The Customer shall be permitted to move and/or disconnect Contributory Subject Services from any of the identical Contract Offers, as described in Section 22.79.2 (B).
(3) DS1 Services must have been in service for a minimum of one (1) month from the original installation date.
(4) DS3, (1) and (1) Services must have been in service for a minimum of one (1) year from the original installation date. (D)
(5) (1), (1) and (1) Services must have been in service for a minimum of three (3) years from the original installation date. (D)

If, and to the extent that (1) becomes eligible for pricing flexibility, (1) may, at the Customer's option, become a Contributory Subject Service included in this Contract Offer. If so, such (1) service shall be eligible for portability provided that, for each (1) circuit to be ported: (D) (D) (D)

(a) facilities necessary to provide (1), as specified in F.C.C. No. 2, Section 24, exist at the end user location in which the circuit is being moved; and (D)
(b) the circuit has been in service for a minimum of one (1) year from the original installation date.

22.79.9 Mergers and Acquisitions Involving the Customer

(A) The Terms and Conditions of Contract Offer No. 79 shall continue in full force and effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company (the foregoing generally referred to herein as a merger or acquisition). During or after the merger or acquisition, if the other company involved in the merger or acquisition also purchases Contributory Services from the Telephone Company, either directly or through any affiliates, then billed, recurring revenue for Contributory Services of the other company involved in the merger or acquisition will not be used in calculations of the MARC as discussed in Section 22.79.4.

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(1) See footnote (1) on page 22-655

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Issued: January 24, 2008 Effective: February 8, 2008

22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd) (N)

22.79.9 Mergers and Acquisitions Involving the Customer

(A) (Cont'd)

(1) The Customer must be meeting MARC commitments and all Eligibility Criteria and Terms and Conditions outlined in Sections 22.79.2 and 22.79.3 in order to exercise the provisions under this subsection.

(2) Recurring revenue from Contributory Services from the other entity involved in the merger or acquisition cannot be applied to, or eligible for, any incentives or discounts contained in this Contract Offer, except as expressly permitted by one of the provisions herein.

(3) The Customer shall have an option (per merger or acquisition) to incorporate revenue from the other company or companies involved in the merger or acquisition. If the Customer does not exercise this option in the manner provided herein, the Customer will not be permitted to use existing or future Special Access revenues from the other company or companies involved in the merger or acquisition in the calculation of the MARC Section 22.79.4, nor will such revenues be eligible for any discounts provided under this Contract Offer.

(4) The acquisition and/or merger Transaction Close Date will be used to measure the length of time the following provisions are available. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

(5) If the Customer has selected, but not yet fully implemented, the option provided herein, the MARC, and any MARC adjustment calculation as provided in Section 22.79.4, will apply only to the Customer's original (pre-merger or acquisition) MARC and will not include revenue from the other company involved in the merger or acquisition.

(6) The Customer cannot combine any of the Merger and Acquisition provisions in this subsection.

(N)

(This page filed under Transmittal No. 1501)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd) (N)

22.79.9 Mergers and Acquisitions Involving the Customer (Cont'd)

(A) (Cont'd)

(7) The Telephone Company will calculate the actual recurring annual revenue of the other company involved in the merger or acquisition on the date the Customer elects the provisions in this subsection, in the same manner such revenue would be calculated for purposes of performing the annual recalculation of the MARC under this Contract Offer. Until the Customer has fully implemented one of the provisions in this subsection, the Customer will not be eligible to earn the above the MARC discounts discussed in Section 22.79.5 (A)(2) of this Contract Offer for revenue from the other company involved in the merger or acquisition. After the Customer has fully implemented the provision in this subsection, the Customer will be eligible for above the MARC discounts provided in Section 22.79.5(A)(2) for recurring annual revenue above the new combined MARC.

Notwithstanding the foregoing, if the Telephone Company is primarily responsible for a delay in the Access Conversion Schedule, MARC discounts will continue to apply and this Contract Offer will not be considered in default, provided, however, that each party shall exercise best efforts to comply.

(B) Option 1

(i) The Customer must establish a combined MARC by adding to the Customer's then-current MARC at least 85%, but not more than 100% (at the Customer's option), of all recurring annual revenue for Contributory Services from the other company involved in the merger or acquisition. Recurring annual revenue for Contributory Services shall be calculated in a manner consistent with the annual recalculation of the MARC under this Contract Offer.

(ii) The Customer must exercise this option within 60 days following the Transaction Close Date.

(iii) This option is not available in Year 5 of the Term Period. (N)

(This page filed under Transmittal No. 1501)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd) (N)

22.79.10 Merger or Acquisition Involving the Telephone Company

(A) If the Customer purchases any interstate special access services from the merged or acquired company, and such special access services are or become eligible for pricing flexibility, the Customer may include those special access services in this Contract Offer, subject to any terms or conditions of any contracts or tariffs pursuant to which the Customer is purchasing such special access services prior to the merger or acquisition, including any terms or conditions regarding termination liability. If the Customer chooses to include the services subject to the merger or acquisition in this Contract Offer, they shall become Contributory Subject Services within the meaning of this Contract Offer at the time they are included in this Contract Offer. At the time such Contributory Subject Services are included in this Contract Offer, the MARC shall be recalculated, including both the recurring annual revenues of the Contributory Services provided to the Customer prior to the merger or acquisition and the recurring annual revenues of the additional Contributory Subject Services previously provided by the merged or acquired Company.

(B) The Customer must notify the Telephone Company in writing, within 120 days of the Transaction Close Date, of any Contributory Services from the merged or acquired company that Customer wishes to include in this Contract Offer. Discounts and credits specified in Section 22.79.5 will not apply to services from the merged or acquired company until the MARC has been recalculated to reflect the additional Contributory Services included in this Contract Offer as a result of the merger or acquisition. The MARC recalculation to include these services will occur at the Customer's next Anniversary Date following receipt of the Customer's written notice described above. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

(N)

22.79.11 Termination Liability

(A) Termination Liability Charges

Termination liability language described below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 7. If the Customer terminates Contract Offer No. 79 before the completion of the term for any reason whatsoever (other than a material default by the Telephone Company), the Customer must pay the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 90 days prior to the desired date of termination to the Telephone Company. This notification must include the date upon which the Customer will terminate the Contract Offer. If the Customer fails to meet any of the eligibility criteria in Section 22.79.2, or fails to meet any of the Terms and Conditions in Section 22.79.3, then the Telephone Company shall provide the Customer with written notification of such non-compliance and the Customer will have sixty (60) days to comply. If the Customer does not comply within such time period, the Customer will be deemed to have terminated its participation in Contract Offer No. 79 and termination liability charges will apply as stated below and will be payable pursuant to F.C.C. No. 2, Section 2.4.

The Customer's termination liability charge shall be equal to the following: If the Customer terminates the Contract Offer prior to the expiration of a term year, 100% of all Discounts (including non-recurring charges and early termination charges) received under Contract Offer No. 79 for the preceding six (6) months immediately prior to the date of termination, plus the following schedule:

(1) If terminated in Year 1, 10% of the Base MARC for the remaining portion of Year 1, plus 10% of the Base MARC for the remaining years of the Contract Offer.
(2) If terminated in Year 2, 12.5% of the Year 2 MARC for the remaining portion of Year 2, plus 12.5% of the Year 2 MARC for the remaining years of the Contract Offer.
(3) If terminated in Year 3, 12.5% of the Year 3 MARC for the remaining portion of Year 3, plus 12.5% of the Year 3 MARC for the remaining years of the Contract Offer.
(4) If terminated in Year 4, 12.5% of the Year 4 MARC for the remaining portion of Year 4, plus 12.5% of the Year 4 MARC for year 5
(5) If terminated in Year 5, 10% of the Year 5 MARC for the remaining portion of Year 5.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd) (N)

22.79.11 Termination Liability (Cont'd)

(B) New Special Access Service Offerings

If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Services provided under this Contract Offer, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Services provided under this Contract offer, without incurring termination liability under this Contract Offer, provided, however, that the Customer's Contract Offer or other contract or tariff governing the new service offerings must include a term period and revenue commitment that are the same as, or greater than, this Contract Offer.

(C) This Section 22.79.11 sets forth the sole and exclusive remedies for termination of this Contract Offer No. 79, except for charges due and payable for Contributory Services rendered prior to the date of termination and any non-recurring charges and/or termination liability charges that may become due and payable in accordance with Sections 22.79.11.

(N)

22. Pricing Flexibility Contract Offerings

22.80 Contract Offer No. 80– Special Access Service Offer

22.80.1 General Description

Special Access Service Offer is an access discount plan for DS1, DS3, (1), (1), and (1) Services (Contract Offer No. 80), for which subscription is required in the following SBC Companies: Ameritech Operating Companies (Ameritech); The Southern New England Telephone Company (SNET); Pacific Bell Telephone Company (PBTC); and Southwestern Bell Telephone Company (SWBT). Contract Offer No. 80 is available to any Customer with at least $ 2,000,000 in cumulative annual revenue for Subject Services as described in Section 22.80.2 for the above mentioned SBC Companies. Customer must meet the eligibility criteria set forth in Section 22.80.3 and also must comply with the terms and conditions as described in Section 22.80.4. This contract offering is available in the MSAs listed in Section 22.80.3. (D) (D)

Contract Offer No. 80 requires that the Customer maintain a Minimum Annual Revenue Commitment (MARC) for each year of the three (3) year Term Period. In the event the Customer does not meet the MARC as of each anniversary date of each term year, the Customer must remit the shortfall payment as set forth in Section 22.80.5. Notwithstanding the obligation to pay such shortfall, if the Customer does not comply with Section 22.80.5, Termination Liability Charges in accordance with Section 22.80.8 shall apply..

Contract Offer No. 80 is only available for subscription September 7, 2005 through October 7, 2005. This offer is not renewable.

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(1) Material previously contained in this section has been deleted. OCN PTP, DSRS and GigaMAN services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 80 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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Issued: January 24, 2008 Effective: February 8, 2008

22. Pricing Flexibility Contract Offerings (Cont'd)

22.80 Contract Offer No. 80– Special Access Service Offer (Cont'd)

22.80.2 Subject Services Available Under Contract Offer No. 80

Contract Offer No. 80 applies to pricing-flexibility-qualified access services (Hereafter referred to as Subject Services) contained in the following tariff sections:

(1) DS1 and DS3 Services – Ameritech Operating Companies Tariff F.C.C. No. 2, Section 7.2.9
(2) (1) Services – Ameritech Operating Companies Tariff F.C.C. No. 2, Section (1). (D)
(3) (1) Services – Ameritech Operating Companies Tariff F.C.C. No. 2, Section (1) (D)
(4) (1)Service – Ameritech Operating Companies Tariff F.C.C. No. 2, Section (1) (D)

All terms and conditions for the Subject Services listed above are governed by their respective tariff sections except where provision of this Contract Offer No. 80 conflict with such respective tariff sections, in which case the provisions provided herein shall prevail.

22.80. 3 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive discounts for the purchase of Subject Services pursuant to Contract Offer No. 80:

(1) Service must be a pricing-flexibility-qualified access service described in Section 22.80.2.

(2) Services must be located in the following Pricing Flexibility Qualified MSAs:

Champaign-Urbana, IL; Chicago, IL; Decatur, IL; Peoria, IL; Rockford, IL; Springfield, IL; Anderson, IN; Bloomington, IN; Evansville-Henderson, IN/KY; Indianapolis, IN; Kokomo, IN; Muncie, IN; South Bend –Mishawaka, IN; Battle Creek, MI; Detroit-Ann Arbor, MI; Flint, MI; Grand Rapids, MI; Kalamazoo, MI; Lansing – East Lansing, MI; Akron, OH; Cleveland – Lorain – Elyria, OH; Columbus, OH; Dayton – Springfield, OH; Toledo, OH; Appleton – Oshkosh – Neenah, WI; Eau Claire, WI; Green Bay, WI; Janesville, WI; Kenosha, WI; Madison, WI; Milwaukee, WI; Racine, WI; Sheboygan, WI

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(1) See footnote (1) on page 22-674

22. Pricing Flexibility Contract Offerings (Cont'd)

22.80 Contract Offer No. 80– Special Access Service Offer (Cont'd)

22.80. 3 Eligibility Criteria

(A) (Cont'd)

(3) Customer must have a minimum of $2,000,000 in cumulative annual revenue for Subject Services in the following SBC Companies: Ameritech Operating Companies (Ameritech); The Southern New England Telephone Company (SNET); Pacific Bell Telephone Company (PBTC); and Southwestern Bell Telephone Company (SWBT).

(4) Customer must concurrently subscribe to the identical Contract Offer of Contract Offer No. 80 pursuant to the following tariffs:

(a) Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Section 33, Contract Offer No. 71

(b) The Southern New England Telephone Company (SNET) Tariff F.C.C. No. 39, Section 25, Contract offer No. 21

(c) Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Section 41, Contract Offer No. 59

22.80.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is three (3) years, commencing on the date the Customer submits the completed Letter of Subscription to the Telephone Company. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options as described in Ameritech Tariff F.C.C. No. 2 Section 7 for DS1, DS3, (1), (1), and (1) Service.. (D)

If, at the expiration of the Term Period, the Customer elects to continue service and does not select a payment option as described in the Ameritech Tariff F.C.C. No. 2, Section 7, Subject Services will be converted to the prevailing applicable monthly tariff rates.

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(1) See footnote (1) on page 22-674

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.80 Contract Offer No. 80– Special Access Service Offer (Cont'd)

22.80.4 Terms and Conditions

(A) Term Period (Cont'd)

Rate stability under Contract Offer No. 80 applies only to the rates specific to this Contract Offer as outlined in Section 22.80.6. Purchase of the Subject Services listed above are also subject to certain rates, charges and general terms and conditions in other sections of Ameritech F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in this Contract Offer.

(B) Contract Offer No. 80 is only available September 7, 2005, through October 7, 2005;

(C) In order to subscribe to Contract Offer No. 80, Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(D) Subject Services to which the Customer already subscribes as of the commencement of the Term Period, shall adhere to the Terms and Conditions of this Contract Offer and shall receive the discounted rates described in Section 22.80.6.

(E) Subject Services in Section 22.80.2 purchased after the commencement of the Term Period and on completion of the access service order, shall become fully subject to the Terms and Conditions of this Contract Offer and shall thereafter receive the discounted rates described in Section 22.80.6.

(F) Customer must subscribe to the services available under this Contract Offer in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service; (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.80 Contract Offer No. 80– Special Access Service Offer (Cont'd)

22.80.4 Terms and Conditions (Cont'd)

(G) Subject to the provisions of Section 22.80.7, DS1 and DS3 Portability, if the Customer terminates any Subject Services during the Term Period, termination liability charges shall apply in accordance with Section 22.80.8;

(H) If the Customer requests additional service features and functions not included in 22.80.6, the Customer must pay the applicable tariff rates for those additions as contained in Section 21 – Metropolitan Statistical Area Access Services;

(I) The Customer cannot subscribe to or include Subject Services subscribed to under this Contract Offer in any other contract offering;

(J) Subject Services under this Contract Offer will not be eligible for additional discounts under the Managed Value Plan (MVP) offering in Section 19;

(K) The Customer must be current on undisputed billing for existing services within 60 days after subscribing to this Contract Offer, and must remain current on all undisputed charges throughout the Term Period.

22.80.5 Minimum Annual Revenue Commitment (MARC)

(A) Establishing and Maintaining the MARC

The Customer must maintain a Minimum Annual Revenue Commitment (MARC) of $2,000,000 for each year of the three year term period for Subject Services as described in Section 22.80.2. The MARC for the first year of the Term Period (Year 1) will be established when the Telephone Company receives the Letter of Subscription from the Customer. For the purposes of calculating the Year 1 MARC, recurring annual revenue for all existing Subject Services pursuant to this Contract Offer shall be included in the calculation of the Year 1 MARC.

(B) Annual True-Up

The Customer's Year 1 MARC shall be $2,000,000 as determined upon completion of the LOS. The MARC for Years 2 and 3 will be reviewed and re-established at $2,000,000 on annual basis, effective on the Contract anniversary dates.

In the event the Customer does not meet the MARC as of each anniversary date of each term year, the Customer must pay the shortfall payment, as described in 22.80.5(C) below. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.80 Contract Offer No. 80– Special Access Service Offer (Cont'd)

22.80.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(C) Failure to Achieve the MARC

If the Customer fails to achieve the annual MARC at the end of each 12 months of the contract term period, the Customer must pay the difference between the Annual MARC for the current term year and the actual recurring annual revenue for the Subject Services. The Customer will be notified by the Telephone Company and will be required to remit a shortfall payment to reach the MARC.

The true-up calculation will be performed as follows:
Annual MARC ($ 2,000,000.00) - Actual Annual recurring revenues for Subject Services as described in Section 22.80.5 (A) = Annual True-Up Amount

If the Telephone Company does not receive the shortfall payment amount within 30 days of its notification, the Customer is deemed to have terminated its Contract Offer No.80 and termination liability charges will apply as set forth in Section 22.80.8. (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.80 Contract Offer No. 80– Special Access Service Offer (Cont'd)

22.80.6 Rates and Charges

A) Monthly Recurring Charges

The tables below contain the discounted rates for this Contract Offer. The Customer must pay the following Monthly Recurring Charge (MRC) for the Subject Services as described in Section 22.80.2.

DS-1	**Monthly Rate Per Circuit**
(1) Local Distribution Channel (LDC) – 0 miles	$113.00
(1) LDC w/ 1-10 miles	$185.00
(1) LDC w/ 11-20 miles	$225.00
(1) LDC w/Over 20 miles	$225.00
** plus $7 for each mile over 20 miles	

DS-3	**Monthly Rate Per Element**
LDC – TZUP+	$775.00
Channel Mileage Termination per pt of termination – CZ4X+	$232.75
Channel Mileage per mile – 1YZX+	$25.00
Central Office Mux – QM3X+	$427.50

(D)

		Monthly Rate Per Element		
(1)	**USOC**	**OC-3**	**OC-12**	**OC-48**
(1)				
(1)				
(1)				
(1)				
(1)				
(1)				
(1)				
(1)				
(1)				
(1)				
(1)			**USOC**	**Monthly Rate**
(1)				
(1)				
(1)			**USOC**	**Monthly Rate**
(1)				
(1)				
(1)				

(D)

(1) See footnote (1) on page 22-674

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.80 Contract Offer No. 80– Special Access Service Offer (Cont'd)

22.80.6 Rates and Charges (Cont'd)

(B) Non-Recurring Charges

(1) The Telephone Company shall waive the following Non-Recurring Charges associated with the purchase of qualifying DS1 and DS3 Services subscribed to this Contract Offer:

(a) Administrative Charge per order
(b) Design and Central Office Connection Charge per Circuit
(c) Customer Connection Charge per termination

(2) Non-Recurring Charges and/or Special Construction Charges may apply to new installations of (1), (1), and (1) Service subscribed to this Contract Offer based on the cost of the Telephone Company to provide the new service. (D)

22.80.7 DS1 and DS3 Portability

(A) DS1 Portability shall be provided as follows:

The Telephone Company shall credit the Customer any paid early termination liability charges for the disconnection of DS1s throughout the term of Contract Offer No. 80 as long as the DS1 has been in service for a minimum of one (1) year, provided that the eligibility criteria in Section 22.80.3 and terms and conditions in Section 22.80.4 have been met. The in-service period is calculated from the date the circuit is installed, which may be earlier than the date the Term Period of Contract Offer No. 80 begins.

(B) DS3 Portability shall be provided as follows:

The Telephone Company will credit the Customer paid early termination liability charges for the disconnection or move of DS3s in each year throughout the term of Contract Offer No. 80, provided that the eligibility criteria in Section 22.80.3 and terms and conditions in Section 22.80.4 have been met. The number of DS3 circuits disconnected or moved each year without termination liability charge is not to exceed 10% of DS3 circuits in place at the beginning of each year of the term period. Disconnects or moves in excess of 10% will incur early termination liability charges in accordance with the termination liability described in Section 22.80.8.

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(1) See footnote (1) on page 22-674

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.80 Contract Offer No. 80– Special Access Service Offer (Cont'd)

22.80.8 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in Section 7.4.10 (C). If the Customer terminates Subject Services under this Contract or terminates the Contract Offer in its entirety before the completion of the term period for any reason, the Customer must pay the Telephone Company termination charges as described in this section. These charges shall become due as of the effective date of the termination of service. The Customer must provide written notification to the Telephone Company 30 days prior to the desired date of termination of the Subject Services pursuant to this Contract Offer.

If the Customer fails to meet any of the eligibility criteria in Section 22.80.3, or fails to meet any of the Terms and Conditions in Section 22.80.4, the Customer will be deemed to have terminated services under this Contract Offer and Termination Liability is payable.

(A) Customer terminates a Subject Service:

If the Customer terminates a Subject Service before the completion of the term period, the Customer's termination liability charge for termination of service shall be equal to:

50% of the monthly charges on the unexpired portion of the three (3) year term.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (months remaining in term) multiplied by (termination liability percentage of 50%).

Example: The Customer terminates service on a DS3 with a $ 1202.50 monthly charge after thirty (30) months of service and has six (6) months remaining in the thirty-six (36) month term. The termination liability would be calculated as:

(N)

$ 1202.50 X 6 X .50 = $ 3607.50 termination liability charge.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.80 Contract Offer No. 80– Special Access Service Offer (Cont'd) (N)

22.80.8 Termination Liability (Cont'd)

(B) Customer terminates Contract Offer

If the Customer terminates this Contract Offer before the completion of the term period, the Customer's termination liability charges for termination of the contract shall be equal to:

The difference between the Actual Current Annual Recurring Revenue for Subject Services and the annual MARC at the time of termination, plus 50% of the annual MARC at the time of termination for each subsequent year remaining in the term period.

(Annual MARC – Annual Current Recurring Revenue) + 50% (Annual MARC x years remaining) = termination liability.

Example: the Customer terminates the contract in Year 2 and Customer has 1 year remaining in a 3 year term period. Customer's annual MARC at time of termination is $2,000,000 and actual recurring revenue is $1,500,000. The Termination liability charge will be as follows: (N)

($2,000,000 – 1,500,000) + (50% 0f $2,000,000 x 1) = $ 1,500,000. termination liability charge.

22. Pricing Flexibility Contract Offerings

22.81 Contract Offer No. 81 – DS1/DS3 and (1) Transport Service Offer (D)

22.81.1 General Description

Contract Offer No. 81 - DS1/DS3 and (1) Transport Service Offer, is an access discount pricing plan that provides the Customer with discounted rates for new facilities configured as described in Section 22.81.4 (B). Qualified services under Contract Offer No. 81 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) described in Section 22.81.3 (1). Contract Offer No. 81 is available for subscription September 16, 2005 through October 16, 2005. This Contract Offer is not renewable. (D)

22.81.2 Subject Services

Contract Offer No. 81 applies to Pricing Flexibility-qualified services (hereafter referred to as Subject Services) contained in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2,

(A) DS1 Service - Section 21.5.2.7,
(B) DS3 Service - Section 21.5.2.7, and
(C) (1) – (1) and (1) Service Section (1) (D)

All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by their respective tariff sections, except as noted herein.

22.81.3 Eligibility Criteria

The following eligibility criteria must be met to purchase Subject Services pursuant to Contract Offer No. 81:

(A) Service must be located in the following Pricing Flexibility MSA: Indianapolis, IN.

(B) The Customer must purchase one hundred (100) new DS1 Subject Services, as described in Section 22.81.4 (D) herein.

(C) The Customer must purchase six (6) DS3 Subject Services.

(D) The Customer must provide documentation that equivalent Subject Services are currently provided, or can be provided, by another carrier other than the Telephone Company. Documentation may include, but is not limited to, circuit detail records, invoices or service proposals. Documentation must be provided within 30 days of the effective date of this Contract No. 81.

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(1) Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 81 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.81 Contract Offer No. 81 – DS1/DS3 and [1] Transport Service Offer (Cont'd) (D)

22.81.4 Terms and Conditions

(A) Term Period

The term of Contract Offer (Contract Term Period) shall be five (5) years, commencing on the date the Telephone Company receives the Letter of Subscription.

The term applicable to each new Subject Service (Service Term Period) shall be five (5) years; commencing on the date the access service order for each such Subject Service is completed.

If the Customer elects to continue services at the expiration of the Term Period, the Customer may, by written notification to the Telephone Company within 60 days prior to the expiration of the Term Period, select from the payment options as described in Section [1]. (D)

If, at the expiration of the Term Period, the Customer does not elect an option as described above, the Subject Services will be converted to the prevailing applicable monthly extension rates found in Section [1]. (D)

Rate stability under this Contract Offer applies only to the rates specific to Contract Offer No. 81. Purchase of the services listed above under Contract Offer No. 81 is also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such rates and charges may be modified through the filing of tariff revisions at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in Contract Offer No 81.

(B) General

(1) The Customer must subscribe to the services available under Contract Offer No. 81 in accordance with the regulations set forth in Section 5-Ordering Options for Switched & Special Access Services.

(2) The Subject Services provided under this Contract Offer shall also be subject to certain rates, charges and general terms and conditions as set forth in Sections: 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer.

(3) If the Customer discontinues service under this Contract Offer during the Term Period, termination liability charges described in Section 22.81.9 will apply.

(4) The Customer may not subscribe to Subject Services under, or include Subject Services in any future promotional tariff, contract offering, or discount plan, concurrently with this Contract Offer.

(5) Commingling, as defined in Ameritech Tariff F.C.C No. 2, Section 2.6, of Subject Services under this Contract Offer, is prohibited.

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[1] See footnote (1) on page 22-684

22. Pricing Flexibility Contract Offerings (Cont'd)

22.81 Contract Offer No. 81 – DS1/DS3 and [1] Transport Service Offer (Cont'd) (D)

22.81.4 Terms and Conditions (Cont'd)

(A) Subscription

(1) This Contract Offer is available for subscription only from September 16, 2005 through October 16, 2005.

(2) To subscribe to this Contract Offer the customer must meet all eligibility criteria outlined in 22.81.3, and submit a Letter of Subscription (LOS) to the Telephone Company.

(B) Purchase Requirements

(1) The Customer must purchase new DS1 Subject Services as follows:

(a) The Customer must order one hundred (100) DS1 Subject Services within ninety (90) days after submitting its LOS.

(b) The Customer must request installation completion of those one hundred (100) DS1 Subject Services within ninety (90) days after the Telephone Company's receipt of the Customer's LOS.

(c) The Customer may order no more than the following number of new DS1 Subject Services under this Contract Offer during each year of the Term Period:
(i) Year One - 150 DS1 Subject Services
(ii) Year Two - 100 DS1 Subject Services
(iii) Year Three - 75 DS1 Subject Services
(iv) Year Four - 70 DS1 Subject Services
(v) Year Five - 65 DS1 Subject Services

(d) Additional DS1 Subject Services, in excess of those permitted under this Contract Offer, as described in Section 22.81.4(c), will be charged prevailing tariff rates as described in Section 21.5.2.7.

(e) The Customer may convert existing DS1 facilities to the terms and conditions of this Contract Offer, provided they meet the terms and conditions of this Contract Offer.

(f) DS1 Subject Services provided pursuant to this Contract Offer must include a minimum of one Local Distribution Channel (LDC) rate element per circuit.

(g) DS1 Subject Services are eligible for circuit portability after being in service for more than 12 months as described in Section 22.81.5. Applicable non-recurring charges will apply.

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[1] See footnote (1) on page 22-684

22. Pricing Flexibility Contract Offerings (Cont'd)

22.81 Contract Offer No. 81 – DS1/DS3 and (1) Transport Service Offer (Cont'd) (D)

22.81.4 Terms and Conditions (Cont'd)

(D) Purchase Requirements (Cont'd)

(2) The Customer must purchase six (6) new DS3 facilities

(3) The Customer may purchase new (1) and (1) Subject Services at the rates described in Section 22.81.8 (Table 1) herein. (D)

22.81.5 Portability

DS1 Portability shall be provided as follows: The Telephone Company shall credit the Customer any paid early termination liability charges for the disconnection of DS1s throughout the term of Contract Offer No. 81 as long as the DS1 has been in service for a minimum of one (1) year, provided that the eligibility criteria in Section 22.81.3 and the terms and conditions in Section 22.81.4 have been met. The in-service period is calculated from the date the circuit is installed, which may be earlier than the date the Term Period of Contract Offer No. 81 begins.

22.81.6 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 81 pursuant to Ameritech Tariff F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in Section 2.1.2 are met, unless (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

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(1) See footnote (1) on page 22-684

22. Pricing Flexibility Contract Offerings (Cont'd)

(D)

22.81 Contract Offer No. 81 – DS1/DS3 and (1) Transport Service Offer (Cont'd)

22.81.7 Mergers and Acquisitions

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

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(1) See footnote (1) on page 22-684

22. Pricing Flexibility Contract Offerings (Cont'd)

22.81 Contract Offer No. 81 – DS1/DS3 and [1] Transport Service Offer (Cont'd) (D)

22.81.8 Rates and Charges

The Customer must pay the following Monthly Recurring Charges (MRCs) for the Subject Services provided under this Contract Offer, as described in Table 1 below:

Note: All mileage zones for DS1 and DS3 Subject Services are flat rated.

Table 1

DS1 Rate Element	**USOC**	**5 year Rate**
DS1 CHANNEL TERMINATION - Per Point of Termination	TZ4XX	$ 92.00
INTEROFFICE CHANNEL MILEAGE		
FIXED	CZ4XX	$ 21.03
PER MILE	1YZXX	$ 3.58
CENTRAL OFFICE MULTIPLEXING - DS1 TO DS0 - Per Arrangement	QMVXX	$ 168.00
DS3 Rate Element	**USOC**	**5 year Rate**
LDC	TZUPX	$ 895.49
Tran-Fixed	CZ4XX	$ 190.80
Tran-Var	1YZXX	$ 8.90
Mux	QM3XX	$ 303.85
[1]	**USOC**	**5 year Rate**
[1]		
[1]		
[1]		
[1]		
[1]		
[1]	**USOC**	**5 year Rate**
[1]		
[1]		
[1]		
[1]		
[1]		

(D)

(D)

Rate elements not described herein will continue to be billed at otherwise applicable tariff rates, as described in Section 21.5.2.7 and Section 21.5.2.8 (A).

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[1] See footnote (1) on page 22-684

22. Pricing Flexibility Contract Offerings (Cont'd)

22.81 Contract Offer No. 81 – DS1/DS3 and [1] Transport Service Offer (Cont'd) (D)

22.81.9 Termination Liability

If Customer terminates Contract Offer No. 81 or individual Subject Services included under this Contract Offer, the termination liability language contained below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 21. Customer must pay to the Telephone Company termination liability charges as described below if Customer terminates this Contract Offer before the completion of the term period for any reason, or if Customer is not in compliance with Terms and Conditions in Section 22.81.4. These charges shall become due as of the effective date of the termination and are payable within 30 days of the billing invoice date. Customer's termination liability charges for termination of service shall be equal to 50% of all recurring charges for the balance of the Customer's five (5) year Term Period, and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 50%)

Example: Customer has $200,000 in Monthly Recurring Charges. If Customer terminates service after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month term period, then the termination liability would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Liability

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[1] See footnote (1) on page 22-684

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 82 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. (1) (D)

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(1) See footnote (1) on page 22-691

22. (1) (D)

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(1) See footnote (1) on page 22-691

22. [1] (D)

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[1] See footnote (1) on page 22-691

ACCESS SERVICE

22. (1) (D)

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(1) Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 83 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-695

(This page filed under Transmittal No. 1666)

22. [1] (D)

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[1] See footnote (1) on page 22-695

22. [1] (D)

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[1] See footnote (1) on page 22-695

22. (1) (D)

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(1) See footnote (1) on page 22-695

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 84 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. (1) (D)

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(1) See footnote (1) on page 22-700

22. (1) (D)

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(1) See footnote (1) on page 22-700

22. [1] (D)

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[1] See footnote (1) on page 22-700

22. (1) (D)

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(1) See footnote (1) on page 22-700

22. [1] (D)

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[1] See footnote (1) on page 22-700

22. [1] (D)

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[1] See footnote (1) on page 22-700

(This page filed under Transmittal No. 1666)

22. [1] (D)

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[1] See footnote (1) on page 22-700

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 85 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-708

22. (1) (D)

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(1) See footnote (1) on page 22-708

22. (1) (D)

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(1) See footnote (1) on page 22-708

22. [1] (D)

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[1] See footnote (1) on page 22-708

22. (1) (D)

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(1) See footnote (1) on page 22-708

22. [1] (D)

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[1] See footnote (1) on page 22-708

22. Pricing Flexibility Contract Offerings

22.86 Contract Offer No. 86 – DS3 Transport Service Offer

22.86.1 General Description

Contract Offer No. 86 - DS3 Transport Service Offer, is an access discount pricing plan that provides the Customer with discounted rates for new facilities configured as described in Section 22.86.4 (B). Qualified services under Contract Offer No. 86 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) described in Section 22.86.3 (1). Contract Offer No. 86 is available for subscription September 27, 2005 through October 27, 2005. This Contract Offer is not renewable.

22.86.2 Subject Services

Contract Offer No. 86 applies to Pricing Flexibility-qualified services (hereafter referred to as Subject Services) contained in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2,

(A) DS3 Service - Section 21.5.2.7

All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by their respective tariff sections except as noted herein.

22.86.3 Eligibility Criteria

The following eligibility criteria must be met to purchase Subject Services pursuant to Contract Offer No. 86:

(A) Service must be located in the following Pricing Flexibility MSA: Chicago, IL.

(B) The Customer must convert one existing DS3 Subject Services, as described in Section 22.86.4 (D) herein.

(C) The Customer must purchase one (1) new DS3 Subject Service within six (6) months of the expiration of this Contract Offer .

(D) The Customer must provide documentation that equivalent Subject Services are currently provided, or can be provided, by another carrier other than the Telephone Company. Documentation may include, but is not limited to, circuit detail records, invoices or service proposals. Documentation must be provided within 30 days of the effective date of this Contract No. 86.

(This page filed under Transmittal No. 1512)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.86 Contract Offer No. 86 – DS3 Transport Service Offer (Cont'd) (N)

22.86.4 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) shall begin upon the effective date of the Customer's Letter of Subscription (LOS), and shall continue until the date one (1) year after billing for the first Subject Service begins pursuant to this Contract Offer. Billing shall begin no later than 30 days after the Telephone Company's receipt and completion of an access service order subject to this Contract Offer.

Service terms for existing converted Subject Services and newly purchased Subject Services are co-terminus with the Contract Term. If the Customer elects to continue services at the expiration of the Term Period, the Customer may, by written notification to the Telephone Company within 60 days prior to the expiration of the Term Period, select from the payment options as described in Section 21.5.2.7.

If, at the expiration of the Term Period, the Customer does not elect an option as described above, the Subject Services will be converted to the prevailing applicable monthly extension rates found in Section 21.5.2.7.

(B) General

(1) The Customer must subscribe to the services available under Contract Offer No. 86 in accordance with the regulations set forth in Section 5-Ordering Options for Switched & Special Access Services.

(2) The Subject Services provided under this Contract Offer shall also be subject to certain rates, charges and general terms and conditions as set forth in Sections: 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer.

(3) If the Customer discontinues service under this Contract Offer during the Term Period, termination liability charges will apply.

(4) The Customer may not subscribe to Subject Services under, or include Subject Services in, any future promotional tariff, contract offering or discount plan concurrently with this Contract Offer.

(5) Commingling, as defined in Ameritech Tariff F.C.C No. 2, Section 2.6 of Subject Services under this Contract Offer, is prohibited. (N)

(This page filed under Transmittal No. 1512)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.86 Contract Offer No. 86 – DS3 Transport Service Offer (Cont'd)

22.86.4 Terms and Conditions (Cont'd)

(A) Subscription

(1) This Contract Offer is available for subscription only from September 27, 2005 through October 27, 2005.

(2) To subscribe to this Contract Offer the Customer must meet all eligibility criteria outlined in 22.86.3 and submit a Letter of Subscription (LOS) to the Telephone Company.

(B) Purchase Requirements

(1) The Customer must purchase one (1) DS3 Subject Service as follows:

(a) Customer must purchase one (1) DS3 Subject Service within 12 months of the receipt of the LOS by the Telephone Company.

(b) Additional DS3 Subject Services, in excess of those permitted under this Contract Offer, as described in Section 22.86.4(d), will be charged prevailing tariff rates as described in Section 21.5.2.7.

(c) DS3 Subject Services provided pursuant to this Contract Offer must include a minimum of one Local Distribution Channel (LDC) rate element per circuit.

The above purchase requirements are in addition to the conversion of one (1) existing DS3 Subject Service to the rates contained in Contract No. 86. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.86 Contract Offer No. 86 – DS3 Transport Service Offer (Cont'd)

22.86.5 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 86 pursuant to Ameritech Tariff F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in Section 2.1.2 are met, unless (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.86.6 Mergers and Acquisitions

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

22. Pricing Flexibility Contract Offerings (Cont'd)

22.86 Contract Offer No. 86 – DS3 Transport Service Offer (Cont'd) (N)

22.86.7 Rates and Charges

The Customer must pay the following Monthly Recurring Charges (MRCs) for the Subject Services provided under this Contract Offer, as described in Table 1 below:

Note: All mileage zones for DS3 Subject Services are flat rated.

Table 1

Description	USOC	Rate
Local Distribution Channel	TMECS	$ 2,500.00
Channel Mileage Termination	CM6	$ 656.00
Channel Mileage	1L5XX	$ 55.00

Rate elements not described herein will continue to be billed at otherwise applicable tariff rates, as described in Section 21.5.2.7.. All Applicable Non-Recurring charges apply. (N)

(This page filed under Transmittal No. 1512)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.86 Contract Offer No. 86 – DS3 Transport Service Offer (Cont'd) (N)

22.86.8 Termination Liability

If Customer terminates Contract Offer No. 86 or individual Subject Services included under this Contract Offer, the termination liability language contained below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 7. Customer must pay to the Telephone Company termination liability charges as described below if Customer terminates this Contract Offer before the completion of the Term Period for any reason, or if Customer is not in compliance with Terms and Conditions in Section 22.86.4. These charges shall become due as of the effective date of the termination and are payable within 30 days of the billing invoice date. Customer's termination liability charges for termination of service shall be equal to 100% of all recurring charges for the balance of the Customer's one (1) year Term Period, and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 100%)

Example: Customer has $2,000 in Monthly Recurring Charges. If Customer terminates service after six (6) months and has six (6) months remaining in a twelve (12) month term period, then the termination liability would be calculated as:

$2,000 X 6 months X 100% = $12,000 Termination Liability

(N)

(This page filed under Transmittal No. 1512)

22. Pricing Flexibility Contract Offerings

22.87 Contract Offer No. 87 – [1] Service Offer (D)

22.87.1 General Description

[1] Service Offer (Contract Offer No. 87) is an access services discount pricing plan that permits Customers who meet the Eligibility Criteria in Section 22.87.3 and the Terms & Conditions in Section 22.87.4 to purchase Subject Services in Section 22.87.2 at discounted rates listed in Section 22.87.5. Subject Services under Contract Offer No. 87 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) described in Section 22.87.3(B). Contract Offer No. 87 is available for subscription from September 29, 2005 through October 29, 2005. This Contract Offer is not renewable. (D)

22.87.2 Subject Services

(A) Contract Offer No. 87 applies to the following pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Ameritech Operating Companies Tariff F.C.C. No 2, Section [1] – [1] Service; (D)

(2) Ameritech Operating Companies Tariff F.C.C. No 2, Section 21.5.2.7 - DS3 Service; and

(3) Ameritech Operating Companies Tariff F.C.C. No 2, Section 21.5.2.7 – DS1 Service.

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

22.87.3 Eligibility Criteria

The following eligibility criteria must be met to receive the Contract Offer No. 87 discounted rates:

(A) Services must be pricing flexibility qualified access services listed in Section 22.87.2(A);
(B) Services must be located in the Detroit MSA;
(C) Subject Services ordered pursuant to this contract must be new; and
(D) All traffic must originate or terminate at a Mobile Switching Center (MSC).

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[1] Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 87 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.87 Contract Offer No. 87 - (1) Service Offer (Cont'd) (D)

22.87.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's commencement of service over the first (1) provided pursuant to this (D)
Contract Offer. All subtending DS3 and DS1 Subject Services, as well as any additional (1) services provided pursuant to this Contract Offer, will be co- (D)
terminus with the Term Period of the first (1). This offer is not renewable. (D)

At the expiration of the Term Period, the Customer may choose from the payment options described in Ameritech Operating Companies Tariff F.C.C. No. 2 Section 21 for (1), DS3 and DS1 Service. (D)

If, at the expiration of the Customer's Contract Term Period, the Customer does not choose to disconnect or select a payment option from the sections above, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 21.

Rate stability under Contract Offer No. 87 applies only to the rates specific to this Contract Offer as outlined in Section 22.87.5 of this Contract Offer. Purchase of the services listed above under Contract Offer No. 87 are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer.

Purchase of the services listed above under Contract Offer No. 87 are subject to the specific terms and conditions of Section 22.87.4. Purchases of the services listed above under Contract Offer 87 are also subject to general terms and conditions of Tariff F.C.C. No. 2, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

(B) Contract Offer No. 87 is available for subscription only from September 29, 2005 through October 29, 2005.

(C) In order to subscribe to Contract Offer No. 87, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(D) If, after the Telephone Company receives and executes the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

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(1) See footnote (1) on page 22-721

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.87 Contract Offer No. 87 - (1) Service Offer (Cont'd) (D)

22.87.4 Terms and Conditions (Cont'd)

(D) The Customer must submit an access service order for the first (1) to the Telephone Company within thirty (30) days after the Telephone Company executes the Customer's LOS. Failure to submit an access service order within the required interval shall constitute cancellation of the LOS. (D)

(E) If the Customer discontinues the first (1) service under Contract Offer No. 87 during the Term Period, termination liability charges will apply in accordance with Section 22.87.8. (D)

(G) If the Customer requests additional service features and functions not included in Section 22.87.5 of this Contract Offer, the Customer will pay the tariff rates for those additions as contained in Section 21 - Metropolitan Statistical Area Access Services.

(H) The Customer shall purchase at least one new (1) pursuant to this Contract Offer. In addition, the Customer shall purchase at least 500 DS1 services, subtending the first (1) service ordered pursuant to this Contract Offer within twelve (12) months of contract subscription, or 600 subtending DS1 services within eighteen (18) months of contract subscription. (D) (D)

(I) All DS3 and DS1 elements listed in section 22.87.5 must subtend (1) services ordered pursuant to this Contract Offer and must be ordered under 60 month term plans. (D)

(J) The Customer will not be able to combine this Contract Offer with any other promotional, contract offering, or discount plan in conjunction with this Contract Offer.

22.87.5 Rates and Charges

(A) (1) Service Rates and Charges: (D)

The Customer shall pay the following Non-Recurring Charges (NRCs) and Monthly Recurring Charges (MRC) for the first, new (1) ordered under this Contract Offer: (D)

Non-Recurring Charges (NRCs):

(1) - $60
(1) - $600 (D)
(D)

Monthly Recurring Charge (MRC):

(1) Service - $31,916 (D)

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(1) See footnote (1) on page 22-721

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offerings (Cont’d)

22.87 Contract Offer No. 87 - (1) Service Offer (Cont’d) (D)

22.87.5 Rates and Charges (Cont’d)

(A) (Cont’d)

The first, new (1) Service MRC includes the following elements listed in Table A: (D)

Table A

(1)	USOC	Quantity
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

(D)

(A)(1) Service Rates and Charges: (D)

The Customer shall pay the following Non-Recurring Charge (NRC) and Monthly Recurring Charges (MRCs) for each additional, new (1) ordered under this Contract Offer for the rate elements listed in Table B below:

Non-Recurring Charge (NRC):

Administrative Charge (1) - $60 (D)
Design and Central Office Connection Charge (1) - $600 (D)

Monthly Recurring Charge (MRC):

(1) Service: (D)

Table B

(1)	USOC	MRC
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

(D)

If new (1) are added after the installation of the first (1) in 22.87.5(A), the additional new (1) Service will be co-terminus with the initial Term Period outlined in section 22.87.4(A). However, if additional, new (1) service is ordered during the last twelve (12) months or less of the Term Period, the Customer will be billed the MRCs listed above for a minimum period of twelve (12) months, and if the Term Period for the (1) Service is less than twelve (12) months, the Customer shall be billed at the above MRC with any lump-sum to be billed at the end of the Term Period. (D) (D) (D) (D) (D)

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(1) See footnote (1) on page 22-721

22. Pricing Flexibility Contract Offerings (Cont'd)

22.87 Contract Offer No. 87 - (1) Service Offer (Cont'd) (D)

22.87.5 Rates and Charges (Cont'd)

(A)Subtending DS3 Service Rates and Charges:

The Customer will receive a 25% discount on the following monthly recurring charge rate elements for any DS3 service that subtends (1) Services ordered pursuant to this Contract Offer listed in Table C.

Table C

Rate Element	**USOC**
DS3 Channel Mileage Termination	CZ4X1/CZ4X2/CZ4X3/CZ4X4/CZ4X5
DS3 Channel Mileage	1YZX1/1YZX2/1YZX3/1YZX4/1YZX5
DS3 to DS1Multiplexor	QM3X1/ QM3X2/ QM3X3/QM3X4/QM3X5

When a DS3 is added to the (1), the DS3 must be ordered under a 60 month service term plan but will be co-terminus with the initial Term Period outlined in section 22.87.4(A). (D)

Prevailing tariff Non-Recurring Charges for DS3 service shall apply.

(B)Subtending DS1 Service Rates and Charges:

The Customer will receive a 25% discount on the following monthly recurring charge rate elements for any DS1 service that subtends (1) Services ordered pursuant to this Contract Offer listed in Table D: (D)

Table D

Rate Element	**USOC**
DS1 Local Distribution Channel	TZ4X1/ TZ4X2/ TZ4X3/ TZ4X4/ TZ4X5
DS1 Channel Mileage Termination	CZ4X1/CZ4X2/CZ4X3/CZ4X4/CZ4X5
DS1 Channel Mileage	1YZX1/1YZX2/1YZX3/1YZX4/1YZX5

When a DS1 is added to the (1), the DS1 must be ordered under a 60 month service term plan, but will be co-terminus with the initial Term Period outlined in section 22.87.4(A). (D)

Prevailing tariff Non-Recurring Charges for DS1 service shall apply.

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(1) See footnote (1) on page 22-721

22. Pricing Flexibility Contract Offerings (Cont'd)

22.87 Contract Offer No. 87 - [1] Service Offer (Cont'd) (D)

22.87.6 Assignment and Transfer

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

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

22.87.7 Mergers and Acquisitions

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

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[1] See footnote (1) on page 22-721

22. Pricing Flexibility Contract Offerings (Cont'd)

22.87 Contract Offer No. 87 - [1] Service Offer (Cont'd) (D)

22.87.8 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in Ameritech Operating Companies, Tariff F.C.C. No. 2, Section 7. If the Customer terminates this Contract Offer before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination Liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 22.87.3 or the Terms and Conditions in Section 22.87.4.

These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below.

The Customer's termination liability charges shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's five (5) year Term Period for all services under contract ([1], DS3 and DS1 services). (D)

All remaining in-service Subject Services will convert back to the prevailing tariff rates at the term that the Customer signed up for. Prevailing tariff rates are in Section 21.

The termination liability charge shall be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a $75,000 monthly recurring charge terminates service after three (3) years and has twenty-four (24) months remaining on the five (5) year Term Period. The termination liability would be calculated as:

$75,000 X 24 months X 50% = $900,000 termination liability charge

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[1] See footnote (1) on page 22-721

22. Pricing Flexibility Contract Offerings

22.88 Contract Offer No. 88 – (1) Service Offer (D)

22.88.1 General Description

(1) Service Offer (Contract Offer No. 88) permits Customers located in Phase 1 and/or Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.88.4 for three (3) new (1) Service and subtending DS3 Service. (D) (D)

22.88.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to purchase Contract Offer No. 88:

(1) Service must be located in Pricing Flexibility MSAs: Milwaukee and Madison, Wisconsin; and

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

(B) Contract Offer No. 88 applies to pricing flexibility qualified access service, (1) Service and DS3 Service, contained in Ameritech Telephone Company Tariff F.C.C. No 2, Section 21; and (D)

(C) All terms and conditions for the qualified service listed above are governed by its respective tariff section except as noted herein.

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 88 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.88 Contract Offer No. 88 – (1) Service Offer (Cont'd) (D)

22.88.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years, commencing on the date billing begins. Billing commences for each new (1) Service and subtending DS3 Service no later than 30 days after the Telephone Company's completion and Customer acceptance of access service order. This offer is not renewable. (D)

At the expiration of the Term Period, the Customer may choose from the payment options as described in Section 7 for (1) Service and DS3 Service. (D)

If, at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option as described in Section 7, the (1) Service and subtending DS3 Service will be converted to the monthly extension rates found in Section 21.5.2 or Section 7, as applicable. (D)

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 88 as listed in Section 22.88.4. Purchase of the services listed above under Contract Offer No. 88 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in Contract Offer No 88.

(1) See footnote (1) on page 22-728

22. Pricing Flexibility Contract Offerings (Cont'd)

22.88 Contract Offer No. 88 – [1] Service Offer (Cont'd) (D)

22.88.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer No. 88 is only available October 12, 2005 through, November 12, 2005;

(2) [1] Service, as described in Section 22.88.4, must be for new installation only; (D)

(3) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company;

(4) The Customer must purchase two (2) new [1] Services within ninety (90) days of subscribing to Contract Offer No. 88; (D)

(5) If the Customer does not order two (2) new [1] Services within ninety (90) days of subscribing to Contract Offer No. 88, all provisioned rate elements under Contract Offer No. 88 will be converted to the prevailing sixty (60) month tariff rates in Section 7 or Section 21, as applicable; (D)

(6) The Customer must subscribe to the services available under this Contract Offer No. 88 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(7) If, after the Customer has submitted the Letter of Subscription and prior to the commencement of the Term Period, the Customer cancels the Letter of Subscription, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(8) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 88, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(9) The Customer will not be able to subscribe to any other contract offering in Section 22 in conjunction with Contract Offer No. 88 that might be offered by the Telephone Company for services covered under this Contract Offer 88;

(10) If the Customer should discontinue service under Contract Offer No. 88 during the Term Period, termination liability charges will apply in accordance with Section 22.88.5;

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[1] See footnote (1) on page 22-728

22. Pricing Flexibility Contract Offerings (Cont'd)

22.88 Contract Offer No. 88 – [1] Ring Service Offer (Cont'd) (D)

22.88.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(11) Services under Contract Offer No. 88 will not be eligible for discounts under the Managed Value Plan (MVP) offer in Section 19;

(12) The Telephone Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Notice will be provided utilizing mutually agreed upon methods. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the Customer to determine reasonable notification requirements, including any advance notification, as applicable.

(13) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 88 pursuant to Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding, or had a receivership or bankruptcy proceeding initiated against it.

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or
(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

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[1] See footnote (1) on page 22-728

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.88 Contract Offer No. 88 – (1) Service Offer (Cont'd) (D)

22.88.4 Rates and Charges

(A) (1) Service Rates and Charges: (D)

(1) The Customer shall pay the Nonrecurring Charges (NRC) as listed in Section 7 or Section 21, as applicable; and

(2) The Customer shall pay the following Monthly Recurring Charges (MRC) listed below, as applicable:

(a) The Customer will pay MRC of $38,996.00 for one (1) new (1) Service with the capacity limits listed in Table A below: (D)

Table A: (D)

(1)	**USOC**	**Quantity**
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

(b) The Customer will pay MRC $21,304.00 for one (1) new (1) Service with the capacity limits listed in Table B below: (D)

Table B: (D)

(1)	**USOC**	**Quantity**
(1)		
(1)		
(1)		
(1)		

(D)

(c) Within the first twelve months of subscribing to Contract Offer No. 88, Customer may purchase a third (3rd) (1) Service with the capacity limits listed in Table B above, and pay MRC of $19,884.00; (D)

(d) Within the thirteenth (13th) and the twenty-fourth (24th) months of subscribing to Contract Offer No. 88, Customer may purchase a third (3rd) (1) Service with the capacity limits listed in Table B above, and pay MRC of $21,304.00; (D)

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(1) See footnote (1) on page 22-728

22. Pricing Flexibility Contract Offerings (Cont'd)

22.88 Contract Offer No. 88 – (1) Service Offer (Cont'd) (D)

22.88.4 Rates and Charges (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

(a) If the Customer purchases a third (3rd) (1) with the capacity limits listed in Table B after the twenty-fourth (24th) month, and before the end of the sixtieth (60th) month of subscribing to Contract Offer No. 88, Customer will pay MRC of $22,724.00; (D)

(b) If the Customer reconfigures the (1) Services provisioned under Contract Offer No. 88 so that a (1) rate element is required, Customer will pay MRC of $725.00 per arrangement, as required; and (D) (D)

(c) The Customer will pay MRC of $1,340.00 for each DS3 Service subtending the (1) Services provisioned under Contract Offer No. 88 with the configuration limits listed in Table C below: (D)

Table C:

DS3 Service Rate Elements	USOC	Quantity
Local Distribution Channel	TZUP1	1
	TZUP2	
	TZUP3	
	TZUP4	
	TZUP5	
Channel Mileage Termination	CZ4X1	2
	CZ4X2	
	CZ4X3	
	CZ4X4	
	CZ4X5	
Channel Mileage (Average Mileage)*	1YZX1	10
	1YZX2	
	1YZX3	
	1YZX4	
	1YZX5	
Central Office Multiplexing (per DS3)	QM3X1	1
	QM3X2	
	QM3X3	
	QM3X4	
	QM3X5	

* Note – Additional mileage charges will apply if a single circuit increases the total average mileage above 10% of the limits set forth above. Additional mileage charges will be the prevailing monthly tariff rates as listed in Section 7 or 21, as applicable, per mile above the average of ten (10).

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(1) See footnote (1) on page 22-728

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.88 Contract Offer No. 88 – [1] Service Offer (Cont'd) (D)

22.88.4 Rates and Charges (Cont'd)

(B) If a [1] is added after the initial installation of the [1] Service, the new [1] will be co-terminus with the initial Term Period. However, if a [1] is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the [1] MRC for a minimum period of 12 (twelve) months; and (D) (D) (D)

(C) If the Customer requests additional bandwidth, [1], [1] mileage, drop [1] or other service features and functions not included in Table A, B, C or Section 22.88.4 (A) (2) (f), the Customer will pay the prevailing tariff rates for those additions as contained in Section 21-Metropliatian Statistical Area Access Services. (D)

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[1] See footnote (1) on page 22-728

22. Pricing Flexibility Contract Offering (Cont'd)

22.88 Contract Offer No. 88 – [1] Service Offer (Cont'd) (D)

22.88.5 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If the Customer terminates Contract Offer 88 before the completion of the Term Period for any reason, the Customer must pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination. Customer's termination liability charges for termination of service shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's five (5) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: Customer with a $25,000 monthly recurring charge terminates service after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month term plan. The termination liability would be calculated as:

$25,000 X 24 X 50% = $300,000 termination liability charge.

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[1] See footnote (1) on page 22-728

22. Pricing Flexibility Contract Offerings

(N)

22.89 Contract Offer No. 89 – DS3 Special Access Offer

22.89.1 General Description

Contract Offer No. 89 – DS3 Special Access Offer is an access discount pricing plan that provides the Customer with discounted rates for new access services. Qualified services under Contract Offer No. 89 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA), as described in Section 22.89.2 (A). Contract Offer No. 89 is available for subscription November 5, 2005 through December 5, 2005. This Contract Offer is not renewable.

22.89.2 Eligibility Criteria

The following eligibility criteria must be met for pricing flexibility qualified services (hereafter referred to as Subject Services) to be provided under this Contract Offer:

(A)The Subject Services must be located in the following Pricing Flexibility MSA: Chicago, IL;

(B)Subject Services must be provided in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Section 21 DS3 Service; and

(C)The Customer must provide documentation that an equivalent Subject Service is currently provided, or can be provided, by another carrier other than the Telephone Company. Documentation may include, but is not limited to, circuit detail records, invoices or service proposals.

22.89.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is three (3) years, commencing on the date the Telephone Company provides service to the Customer.

Upon the expiration of the Term Period, the Subject Services provided under this Contract Offer will be subsequently provided under the prevailing applicable monthly extension rates found in Ameritech Tariff F.C.C No. 2, Section 7.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.89 Contract Offer No. 89 – DS3 Special Access Offer (Cont'd)

22.89.3 Terms and Conditions (Cont'd)

(A) Contract Subscription

(1) This Contract Offer is available for subscription November 5, 2005 through December 5, 2005; and

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

(B) General

(1) The Customer must purchase one (1) new DS3 Service within thirty (30) days of subscription to this Contract Offer;

(2) If the Customer should discontinue service under this Contract Offer during the Term Period, a termination charge will apply in accordance with Section 22.89.7 for the discontinued services;

(3) Commingling, as defined in Ameritech Tariff F.C.C No. 2, Section 2.6 of Subject Services under this Contract Offer, is prohibited;

(4) The Customer may not combine Subject Services provided under this Contract Offer in any other promotional tariff, contract offer, or other discount plan concurrently with this Contract Offer; and

(5) All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by Ameritech Operating Companies (AIT) Tariff F.C.C. No. 2, except as noted herein.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.89 Contract Offer No. 89 – DS3 Special Access Offer (Cont'd)

22.89.4 Assignment and Transfer

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

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.89.5 Mergers and Acquisitions

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

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.89 Contract Offer No. 89 –DS3 Special Access Offer (Cont'd)

22.89.6 Rates and Charges

The Customer must pay the following Monthly Recurring Charge (MRC) for each rate element that comprises the Subject Services provided under this Contract Offer.

Rate Elements – OC3	Applicable USOC	MRC
Local Distribution Channel – Per point of termination	TZUP1	$1070.00
Interconnection – Central Office Multiplexing – Per Arrangement	QM3X1	$416

Any rate elements not described herein will be subject to the applicable rates and charges outlined in Ameritech Tariff F.C.C No. 2.

22.89.7 Termination Liability

The termination liability language contained below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C No. 2. If the Customer requests termination of this Contract Offer, or requests termination of individual Subject Services provided under this Contract Offer, or is not in compliance with the Terms and Conditions of this Contract Offer, the Customer will be liable for a termination charge. This charge shall become due as of the effective date of the termination and is payable within 30 days of the billing invoice date.

The termination charge shall be equal to 50% of the recurring charges for the balance of the Term Period and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (months remaining in Term Period) multiplied by (termination liability percentage of 50%) = Termination Charge

Example: Customer has $200,000 in recurring charges. If the service is terminated after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month Term Period, the termination charge would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Charge

(N)

(This page filed under Transmittal No. 1517)

22. Pricing Flexibility Contract Offerings

22.90 Contract Offering No. 90 – Access Discount Offer

22.90.1 General Description

Contract Offer No. 90 – Access Discount Offer is an access discount plan for which subscription is required to the following access tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, The Southern New England Telephone Company (SNET) Tariff F.C.C. No. 39, and Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1. To be eligible for discounts under this Contract Offer, the Customer must meet the Eligibility Criteria set forth in Section 22.90.2, and also must comply with all terms and conditions of this Contract Offer.

Contract Offer No. 90 requires eligible customers to establish and maintain a Total Revenue Commitment (TRC), as described in Section 22.90.6 following. The TRC shall include all Contributory Services subject to this Contract Offer. Contributory Services include Contributory Subject Services, as listed in Section 22.90.5, Table 3, herein, in addition to Contributory Non-Subject Services (that are not Contributory Subject Services), as described in Section 22.90.5, Table 4, herein. Contributory Non-Subject Services shall not be eligible for discounts or other incentives provided under this Contract Offer. All Contributory Services described in Section 22.90.5 must be purchased through the SBC wholesale sales channel (SBC Industry Markets). Any Frame Relay Contributory Services shall be provided pursuant to agreements and/or contracts. Such agreements and/or contracts shall be available for review at the web site established to make public any agreements for these services. Customers may reference https://primeaccess.att.com. (T)

In the event the Customer does not meet its monthly TRC amount, the Customer must remit the shortfall payment via the Monthly True-Up process set forth in Section 22.90.6. If the Customer does not meet the total TRC amount at the end of each Contract Year of the Term Period, the Customer must remit the shortfall payment via the Annual True-Up process set forth in Section 22.90.8. If the Customer does not comply with all terms and conditions of this Contract Offer (exclusive of the terms and conditions of non-tariffed agreements referenced herein) and cure any non-compliance within the cure period set forth in Section 22.90.13(A) of this Contract Offer, termination liability charges, in accordance with Section 22.90.13, will apply. Contract Offer No. 90 will be available only from November 19, 2005 through December 19, 2005.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.2 Eligibility Criteria

The following eligibility criteria must be met to subscribe to Contract Offer No. 90: (N)

(A) Managed Value Plan (MVP) Subscription (Nx)

(1) At the time of subscription to this Contract Offer, the Customer must be, or have been, a participant under MVP agreements within the last 90 days, pursuant to:

(a) SWBT Tariff F.C.C. No. 73, Section 38;
(b) Ameritech Tariff F.C.C. No. 2, Section 19; and (Nx)
(c) Pacific Bell Tariff F.C.C. No. 1, Section 22. (N)

(2) The Customer must maintain eligibility under all MVP agreements until they expire.

(3) All such MVP agreements must expire in 2005.

(B) As of December 1, 2005, the Customer must have billed revenue from Contributory Services, as listed in Section 22.90.5, net of all discounts, credits, and adjustments equal to or greater than 86.5 percent of the Customer's Gross Spend (as defined in Section 22.90.6) for the calendar year 2004, rounded to the nearest million, times 11/12's; or, if the Customer's Gross Spend as of December 1, 2005 is less than that amount, the Customer must pay the Telephone Company, or any of its affiliated telephone companies as described in Section 22.90.2(C), an additional amount sufficient to make up the shortfall from that amount, no later than 60 days after December 1, 2005. (N)

(C) Concurrent Subscription (Nx)

The Customer must concurrently subscribe to the identical Contract Offer of Contract Offer No. 90 pursuant to the following tariffs:

(1) NBTCTariff F.C.C. No. 1, Section 23, Contract Offer No. 5
(2) PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 74;
(3) SNETTariff F.C.C. No. 39, Section 25, Contract Offer No. 22; and
(4) SWBTTariff F.C.C. No. 73, Section 41, Contract Offer No. 66. (Nx)

Breach, cancellation or termination of any of these Contract Offers after the expiration of any cure provisions described in this Contract Offer, shall constitute a breach, cancellation or termination of all of these Contract Offers. (N)

(D) Discounts applied under Contract Offer No. 90 are applicable for Contributory Subject Services located in MSAs as listed in Tariff F.C.C. No. 2, Section 21. (N)

(x) Issued under Authority of Special Permission No. 05-060 of F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.3 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) will begin on December 1, 2005 and end on December 31, 2007, upon submission of a signed Letter of Subscription.

(B) Terms and Conditions

(1) The Customer must establish and maintain a TRC as described in Section 22.90.6.

(2) A True-up will take place each month during the Term Period and annually at the end of each Contract Year, as defined in Section 22.90.6.

(a) With respect to each month's billing, the monthly true-up will include all qualified billing from Contributory Services, as described in 22.90.6(B), and will take place no later than 60 days after the end of the month, as described in Section 22.90.8,

(b) With respect to each Contract Year's billing, the annual true-up will include all qualified billing from Contributory Services, as described in Section 22.90.6, and will take place no later than 60 days after December 31, as described in 22.90.8,.

(3) MVP credits will continue to apply, if applicable, as described in Tariff F.C.C. No. 2, Section 19 until expiration of the MVP agreement. The MVP MATA process will take place as described in Tariff F.C.C. No. 2, Section 19.3.

(4) Contract Offer No. 90 is available for subscription only from November 19, 2005 through December 19, 2005.

(5) Any Customer-requested transfer of services purchased from SBC non-wholesale entities or channels, or purchased by the Customer under a different Access Customer Name Abbreviation (ACNA) than those identified at time of subscription, will require an equivalent increase in the Customer's TRC commitment based on the amount of revenue associated with the transferred services. The Customer's maximum Basic Credit amount will not change as a result of this transfer.

(6) Any conversion of UNE or equivalent offerings to Contributory Subject Services, subject to this Contract Offer, will result in an increase in the TRC commitment equal to the revenue associated with those Contributory Subject Services and according to the rates that would apply to those Contributory Subject Services under this Contract Offer. This increase will apply to the TRC each subsequent year of the Term Period. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

(N)

22.90.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(7) The Customer will be eligible to subscribe to contract offers in Section 22 (or any successor section) filed after Contract Offer No. 90, in combination with this Contract offer, unless such contract offer states that it may not be combined with other contract offers, or as long as such contract offers do not reduce the TRC under this Contract Offer and the Customer qualifies for, and adheres to the terms, conditions and eligibility requirements of the other contract offer.

(a) If the Customer has subscribed to any other contract offer and chooses to terminate the other contract offer for purposes of subscribing to this Contract Offer, any termination liabilities provided in the other contract offer will apply according to the terms of the other contract offer.
(b) If the Customer purchases Contributory Subject Services pursuant to another contract offer, in addition to this Contract Offer No. 90, the Customer will not be eligible to earn Achievement Credits with respect to any charges that apply under the other contract offer.
(c) If the Customer purchases Contributory Services pursuant to another contract offer that states it may not be combined with other contract offers, the Contributory Services purchased under the other contract offer will not count toward achievement of Gross Spend or TRC under this Contract Offer.

(8) The Customer may choose to remove from this Contract Offer services provided under one or more Access Customer Name Abbreviations (ACNA's) without liability; however, the TRC commitment will not be reduced and the Access Service Ratio under Contract Offer No. 90 will continue to apply.

(9) Terms and Conditions for Contributory Subject Services, pursuant to other contract offers the Customer is currently subscribed to at the time of subscription to this Contract Offer, shall continue to apply to those Contributory Subject Services covered under the other contract offers.

(10) Contributory Services continue to be governed by the otherwise applicable rates, terms and conditions provided in Tariff F.C.C. No. 2 (including MVP provisions with respect to services subject to MVP for so long as the Customer's MVP subscription remains in effect) except as noted herein.

(11) The Customer must subscribe to the services available under this Contract Offer in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service.

(N)

(12) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company as described in Section 22.90.3(A).

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(13) The Customer must maintain an Access Service Ratio equal to or greater than 95 percent, except as described in Section 22.90.11 (B). The Access Service Ratio is defined in Section 22.90.4, and will be measured monthly.

(14) Commingling, as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6, of Subject Services under this Contract Offer, is prohibited.

(15) The Customer shall be permitted to Groom Contributory Subject Services subject to this Contract Offer as provided in this Section. Grooming is defined as moving, rearranging, or rolling over circuits subject to this Contract Offer without disconnecting the end user locations of those circuits. During Contract Years 2 and 3 (and during Years 4 and 5, if the Customer has exercised extension options), the Customer shall be permitted to Groom up to 9,000 circuits subject to this Contract Offer per year. The sum of all circuits groomed under the individual contract offers listed in Section 22.90.2 (C) cannot exceed 9,000. Grooms shall be scheduled and managed on a monthly basis according to the otherwise applicable operational methods and procedures.

(16) The Customer must remit bill payments as described in F.C.C. No. 2 Section 2.4.1 for all Contributory Services via electronic payment process. The Telephone Company will provide Customer with written notice if Customer fails to comply with the requirement. The Customer will have fifteen (15) business days from receipt of such written notice to comply. If the Customer does not comply, the Telephone Company shall have the right to terminate this Contract Offer. In the event of termination of any of the Contract Offers, as described in Section 22.90.2 (C), termination liability charges, as set forth in Section 22.90.13, will apply. Credits, if applicable, will not be issued until the Customer has paid all billed charges.

(17) If the Customer discontinues service under Contract Offer No. 90 during the Contract Period, termination liability charges will apply in accordance with Section 22.90.13.

(18) The Customer may exercise Contract Offer extension options as described in Section 22.90.9. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.4 Access Service Ratio

(A) As referenced in Section 22.90.4, the Customer and its affiliates must maintain an Access Service Ratio of 95 percent or greater, except as described in Section 22.90.11(B) of this Contract Offer. The ratio, calculated monthly, is the Access Revenue divided by Access Revenue plus Wholesale Revenue. To maintain compliance with this Contract Offer, the ratio must be greater than or equal to 95 percent, except as provided in Section 22.90.11.

The 95-percent ratio is calculated as follows:

$$\frac{\text{Access Revenue}}{\text{Access Revenue + Wholesale Revenue}}.$$

(1) Access Revenue is the Customer's and its affiliates' current interstate recurring billed revenue associated with the rate elements, as defined in Table 1 below, or comparable interstate access services, from the Telephone Company or its affiliated telephone companies in any of the Contract Offers as described in Section 22.90.2(C):

Table 1:

Service	General/Basic Description	
Voice Grade	7.2.3	
Generic Digital Transport (DS0), High Capacity (DS1 and DS3) Services	7.2.9	
[1]		(D)
[1]		(D)
[1]		(D)

Any shortfall payments remitted to meet the monthly TRC commitment will be included in the Access Revenue calculation for the applicable month.

(2) Wholesale Revenue is the Customer's and its affiliates' recurring billed revenue for associated rate elements, as defined in Table 2 herein, from the Telephone Company or its affiliated telephone companies, in any of the Contract Offers as described in Section 22.90.2 (C) and not included in the interstate or intrastate access tariff(s).

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[1] Material previously contained in this section has been deleted. OCN PTP, DSRS, MON, GigaMAN, and OPT-E-MAN® services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 90 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.4 Access Service Ratio (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

Table 2 **UNE OR EQUIVALENT OFFERINGS NOT PURCHASED PURSUANT TO THIS AGREEMENT**

Service Level	Associated Rate Elements Not Included in Interstate Tariff	
Voice Grade/DS0	**2-wire analog and 2-wire digital loops 2-wire analog and digital transport**	
DS1/LTI	**4-wire digital loop DS1 Entrance Facilities DS1 Interoffice Transport DS1 Cross Connects DS1 Multiplexing All DS1 non-tariffed Committed Information Rate Broadband Services**	
DS3/LT3	**DS3 Loop DS3 Entrance Facilities DS3 Interoffice Transport DS3 Cross Connects DS1/DS3 Multiplexing All DS3 non-tariffed Committed Information Rate Broadband Services**	
OC-3 OC-12 OC-48	**OC-3 Entrance Facilities OC-3 Interoffice Transport OC-3 Cross Connects OC-3 Multiplexing OC-12 Entrance Facility OC-12 Interoffice Transport OC-12 Cross Connects OC-12 Multiplexing OC-48 Entrance Facilities OC-48 Interoffice Transport OC-48 Cross Connects OC-48 Multiplexing All OCN equivalent non-tariffed Committed Information Rate Broadband Service**	(Z) (Z)
Other Transport Products	**Dark Fiber – Interoffice Dark Fiber – Loop Dark Fiber – Subloop Dark Fiber Cross Connects Unbundled Dedicated Transport**	

(3) Services purchased pursuant to a Local Wholesale Complete (LWC) Agreement shall not be included in the calculation of the Customer's Access Service Ratio.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.4 Access Service Ratio (Cont'd)

(A) (Cont'd)

(4) As new rate elements are introduced to Table 1 in this section, all recurring revenues associated with the new rate elements will automatically be added to the Customer's Access Revenue, as defined in this section, for calculation of the Access Service Ratio.

(5) As new rate elements are introduced to Table 2 in Section 22.90.4(A)(2), all recurring revenues associated with the new rate elements will automatically be added to the Customer's Annual Wholesale Revenue, as defined in Section 22.90.4(A) preceding, for calculation of the Access Service Ratio.

(6) Except as provided in Section 22.90.11, if the Customer fails to meet the Access Service Ratio in any given month of the Contract Period, upon notification from the Telephone Company as described in Section 22.90.2 (C), the Customer will have ten (10) business days to notify the Telephone Company in writing that it will meet or exceed the 95-percent Access Service ratio within 60 days. Failure to achieve compliance in 60 days will constitute a default, and the Telephone Company shall have the right to terminate Contract Offer No. 90. In the event of a termination by the Telephone Company, termination liability charges will apply as set forth in Section 22.90.13.

Credits will not be issued for any month the Customer fails to meet the Access Service Ratio as described in Section 22.90.6 following.

22.90.5 Contributory Services

The TRC shall include all Contributory Services purchased from the Telephone Company and its affiliated telephone companies in any of the contract offers, as described in Section 22.90.2 (C), eligible under this Contract Offer. Contributory Services include Contributory Subject Services, as listed in Section 22.90.5, Table 3, herein, in addition to Contributory Non-Subject Services (that are not Contributory Subject Services), as described in Section 22.90.5, Table 4, herein.

Contributory Subject Services and Contributory Non-Subject Services shall together be known as Contributory Services. Customer's TRC includes revenue from all Contributory Services being provided by the Telephone Company and its affiliated telephone companies in any of the contract offers described in Section 22.90.2 (C), as listed in Table 3 and 4 below.

(A) Contributory Subject Services

Contract Offer No. 90 applies to pricing flexibility qualified access services (referred to as Contributory Subject Services) located in pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Tariff F.C.C. No. 2, Section 21. Contributory Subject Services are eligible for discounts and credits under this Contract Offer and are listed in Table 3.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.5 Contributory Services (Cont'd)

(B) Contributory Non-Subject Services

Contributory Non-Subject Services (that are not Contributory Subject Services) shall not be eligible for discounts or other incentives provided under this Contract Offer, and are listed in Table 4 below.

Table 3 – CONTRIBUTORY SUBJECT SERVICES

Contributory Subject Services	
Interstate Special Access	VG, DS0, DS1, DS3, (1), (1), SRAS, (1), FGTS, BCS, (1), (1)
Interstate Switched Transport	Entrance Facility, Direct Transport
Includes Recurring and Non-Recurring Charges (including termination charges) associated with the products listed where applicable, except as described in Section 22.90.6 following, for all services located in Pricing Flexibility MSAs.	

Table 4 – CONTRIBUTORY NON-SUBJECT SERVICES

Contributory Non-Subject Services	
Interstate Special Access	VG, DS0, DS1, DS3, (1), (1), SRAS, (1), FGTS, BCS, (1), (1), (1)
Interstate Switched Transport	Entrance Facility, Direct Transport as described in Table 6, following.
Intrastate Special Access	Equivalent services as Interstate Special Access above if available
Intrastate Switched Access	Equivalent services as described in Table 6 following.
Advanced Services	Frame Relay Service
Includes all Recurring and Non-Recurring Charges (including termination charges) associated with the products listed, where applicable, except as described in Section 22.90.6 following, for all non-price flex qualified services.	
Frame Relay services shall be provided pursuant to agreements and/or contracts. Such agreements and/or contracts shall be available for review at the web site established to make public any agreements for these services. Customers may reference https://primeaccess.att.com. (T)	

All Terms and Conditions for all Contributory Services are governed by their respective tariff sections.

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(1) See footnote (1) on page 22-745

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.6 Calculation of the Total Revenue Commitment (TRC)

The Customer must establish and maintain a Total Revenue Commitment (TRC) as provided in this Contract Offer. Upon subscription, the Customer's TRC will be established, as described in Table 5 below, based on billed revenue from Contributory Services, as listed in Section 22.90.5, net of all discounts, credits, and adjustments as specified in Section 22.90.6(B).

The Contract Year shall be each Calendar Year, or fraction thereof, to which this Contract Offer applies, as described in Table 5 below.

Table 5

Contract Year	2005 (Dec)	2006	2007
TRC equals	86.5% of 2004 Gross Spend described in (A) below, rounded to the nearest million dollars, times 1/12's	2005 TRC times 12 times 89.7%, rounded to the nearest million dollars	2005 TRC times 12 times 83.4%, rounded to the nearest million dollars

(A) Gross Spend shall include all billed revenue for services identified in Section 22.90.6(A), and shall be based on the sum of all of the purchases from the Telephone Company and its affiliated telephone companies, including all of the contract offers as described in Section 22.90.2 (C), as described in Section 22.90.5 preceding, based on billed revenue. The Gross Spend is calculated as billed revenue, prior to the application of MVP discounts, MVP Service Level Agreement (SLA) credits and Discount Value Plan (DVP) credits, but after all other tariff term plan discounts, and other underlying tariff performance credits.

(1) Interstate Special Access recurring charges billed to the Customer associated with services described in Section 22.90.5 Table 3 and 4 preceding.

(2) Interstate Special Access non-recurring charges billed to the Customer (including, but not limited to, items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges), except as noted in 22.90.6(A)(7).

(3) Intrastate Special Access recurring charges billed to the Customer associated with services described in Section 22.90.5 Table 4 preceding.

(4) Intrastate Special Access non-recurring charges billed to the Customer (including but not limited to items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges), except as noted in 22.90.6(A) (7).

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(A) (Cont'd)

(5) Interstate Switched Access Dedicated Transport recurring and non-recurring charges (including, but not limited to, items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges) billed to the Customer for rate elements in Table 6 below.

Table 6

Service	General Basic Description
Entrance Facilities	Section 6.1.3(A)(1)(a)
Direct Trunk Transport	Section 6.1.3(A)(1)(b)

(6) Intrastate Switched Access Dedicated Transport recurring and non-recurring charges (including, but not limited to, items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges) billed to the Customer and remitted for rate elements equivalent to those described in Table 6 above.

(7) Non-recurring charges identified in 22.90.6(A)(2), (4), (5) and (6) exclude Special Construction and unregulated time and materials charges (e.g. Inside Wire, Custom Work Orders, etc.)

(B) Application of Credits

The Customer is eligible to receive two (2) types of credits under this Contract Offer. For the purposes of this Contract Offer, Customer will receive any applicable credits (the Basic Credit and Achievement Credit) through the SBC wholesale sales channel for all of the contract offers as described in Section 22.90.2 (C). The sum of all Basic Credits applicable under the individual contract offers listed in Section 22.90.2 (C) cannot exceed the total maximum Basic Credit described in Table 7 following. Award of the credits described below under this Contract Offer shall satisfy the credit obligations of the Telephone Company and its affiliated telephone companies to the Customer, as described in Section 22.90.2(C).

(1) Basic Credit

The Basic Credit for each Contract Year shall be equal to the Gross Spend of Contributory Services minus the TRC, but not to exceed the Maximum Basic Credit as described in Table 7. This calculation shall be performed at the commencement of the Contract Offer, and the Maximum Basic Credit resulting from these calculations will not change at any time during the Term Period except as described in Section 22.90.11 following. The Customer will receive Basic Credits on Contributory Subject Services on a monthly basis, as provided in Section 22.90.6(B)(1)(b), for each Contract Year and subject to the true-up process described in Section 22.90.8 following. (N)

(This page filed under Transmittal No. 1519)

(N)

22.Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credit (Cont'd)

(a) Calculation of the Basic Credit. To determine the amount of Basic Credit the Customer can achieve, the TRC is multiplied by the applicable percent as described in Table 7 below. This amount, less the TRC, will equal the potential Maximum Basic Credit, rounded to the nearest million. If qualified, award of Basic Credit under this Contract Offer shall satisfy the Basic Credit obligations of the Telephone Company and its affiliated telephone companies.

Table 7

Year	TRC	Maximum Basic Credit Amount
2005	86.5% of 2004 Gross Spend described in (A) below, rounded to the nearest million dollars, times 1/12's	310% of TRC minus the TRC amount, rounded to the nearest million dollars
2006	2005 TRC times 12 times 89.7%, rounded to the nearest million dollars	119.6% of TRC minus the TRC amount, rounded to the nearest million dollars
2007	2005 TRC times 12 times 83.4%, rounded to the nearest million dollars	123.7% of TRC minus the TRC amount, rounded to the nearest million dollars

Example A: The Customer has 2004 Gross Spend of $121.3M. 86.5 percent of 2004 Gross Spend equals $105M, rounded to the nearest million.

The 2005 TRC is equal to 1/12th of $105M.
1/12th of $105M equals $8.75M

The eligible total Basic Credit available is;

$8.75M x 310% = $27.13M

$27.13M - $8.75M = $18.38M, rounded to the nearest million, equals potential maximum Basic Credits

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credit (Cont'd)

(a) (Cont'd)

Example B: The 2006 TRC is equal to 2005 TRC times 12 times 89.7 percent, rounded to the nearest million.

8.75M x 12 x 89.7% = $94.18M, rounded to the nearest million

The eligible total Basic Credit available is;

$94M x 119.6% = $112.42M

$112.42M - $94M = $18.42M, rounded to the nearest million equals maximum Basic Credits

(b) Application of the Maximum Basic Credit

The TRC will be divided evenly across the number of months for each Contract Year ending December 31st, as described below. The resulting monthly average amount will be the Customer's Monthly TRC commitment.

2005 – Contract Year 1 – 1 month
2006 – Contract Year 2 – 12 months
2007 – Contract Year 3 – 12 months

Example:

2005 TRC equal $8.75M

Maximum Basic Credits will be applied to the Customer's Monthly TRC revenue for Contributory Services, as described in Section 22.90 5 preceding, based on the amount above the Monthly TRC commitment, not to exceed the maximum Basic Credit allowed for each Contract Year as described in Table 7 preceding. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credit (Cont'd)

(b) Application of the Maximum Basic Credit (Cont'd)

If the Customer exceeds the Monthly TRC commitment, a credit will be issued on a monthly basis sixty (60) days in arrears. Monthly credits will be issued for every month the Customer maintains eligibility under Contract Offer No. 90 and exceeds the Monthly TRC Commitment, provided, however, that once the maximum Basic Credit is reached, as described in Table 7 preceding, no additional Basic Credits will be given for that Contract Year.

At MVP expiration, a MATA true-up will be conducted as described in F.C.C. 2, Section 19.3, to determine the Customer's credit amount or required buy-up amount under MVP. The monthly TRC true-up will be calculated at the same time. Customer will be paid the net amount above the TRC. At the end of the Contract Year, a true-up will be conducted, as described in Section 22.90.8, to determine any additional applicable credits or buy-up amount required.

Example: The Customer's MVP expires on October 31, 2005. Under MVP MATA on October 31, the Customer has met its MARC and is due $2M in MVP credits (earned in 2005), plus $1M in MVP SLA credits (earned in 2005), for a total MVP credit amount of $3M.

The Customer's monthly TRC under this Contract Offer is $8.75M, and Customer is billed $9.75M.

The Customer will receive the $1M under Contract Offer No. 90.

At the Contract Year true-up, the total Gross Spend and total credits paid to the Customer, as described in Section 22.90.6 above, will be calculated to determine any additional applicable credit amount or, if a TRC shortfall occurs, the amount of buy-up the Customer will be billed.

If the Customer does not achieve the Monthly TRC commitment in a given month, the Customer will be billed, and will be required to pay, the amount required to meet the Monthly TRC commitment. This payment must be submitted to the Telephone Company no later than 60 days after the true-up date. Timely payment of this true-up amount to meet Customer's Monthly TRC commitment shall constitute full satisfaction of Customer's Monthly TRC obligation. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credits (Cont'd)

(b) Application of the Maximum Basic Credit (Cont'd)

Except as provided in Section 22.90.11, credits will not be issued unless the Customer has met the monthly TRC and the 95 percent Access Service Ratio. Under the Contract Year True-up Process, any credits due to the Customer will be paid, except for those months the Customer was not in compliance with the 95 percent Access Service Ratio, or the Temporary Access Service Ratio set forth in Section 22.90.11. Any Basic Credits paid will not exceed the amount described in 22.90.6, Table 7.

A final true-up will take place at the end of each Contract Year as described in Section 22.90.8.

(c) Any of the following credits issued to the Customer and associated with the Contributory Services included in the TRC (including MVP Commitment credits earned in 2005, MVP SLA credits earned in 2005, DVP credits, any Basic Credits received pursuant to this Contract Offer) will be applied by the Telephone Company in satisfaction of any applicable Basic and Achievement Credit obligations under this Contract Offer.

Example

The Customer has Contract Year 1 TRC of $8.75M. The Customer achieves 310 percent of the Contract Year 1TRC, equal to $27.13M. The Customer has received, or is entitled to receive, a total of $7M in MVP Commitment Credits and $2M in MVP SLA Credits, for a total of $9M in credits unrelated to this Contract Offer.

The Basic Credit obligation of the Telephone Company and its affiliated telephone companies providing service pursuant to the Contract Offers, as described in Section 22.90.2 (C), is $18M ($27.13M - $8.75M, rounded to the nearest million), as illustrated in Table 7. The Basic Credit obligation will be satisfied by the $9M in non-contract related credits acquired by the Customer under MVP and MVP SLA, plus $9M in Basic Credits paid pursuant to this Contract Offer. This amount will be determined at the time of the final Contract Year true-up, once all other credits have been applied accordingly. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credits (Cont'd)

(c) (Cont'd)

The Customer will not pay less than the TRC for the Contract Year. If the Customer does not achieve the TRC at the end of each Contract Year through the purchase of Contributory Services, the Customer will be required to pay the deficiency as full satisfaction of this obligation.

Basic Credits shall be calculated and awarded on an aggregate basis across the concurrently subscribed to contract offers as described in Section 22.90.2 (C). If qualified for a Basic Credit, an award of Basic Credit under this Contract Offer shall satisfy any Basic Credit obligations of the concurrently subscribed to contract offers as described in Section 22.90.2 (C), and an award of Basic Credit under such other contract offers shall satisfy any Basic Credit obligations under this Contract Offer No. 90.

(2) Achievement Credits

Achievement Credits are those credits the Customer will receive based on purchases of Contributory Subject Services above the TRC, plus the maximum Basic Credit Amount, as described in Table 7 preceding. Achievement Credits will not be applicable until the maximum Basic Credit amount has been achieved.

(a) The Customer may receive Achievement Credits if the Customer's Gross Spend for any Contract Year exceeds the TRC plus the Maximum Basic Credit, as described in Table 7 preceding. The Customer will receive a discount on Contributory Subject Services equal to 17 percent of total revenue above the sum of the TRC, plus the Maximum Basic Credit Amount. Any applicable Achievement Credit will be paid out at the end of each Contract Year.

Achievement Credits shall be calculated and awarded on an aggregate basis across the Telephone Company and its affiliated telephone companies, as they apply to the contract offers as described in Section 22.90.2 (C). If qualified, award of Achievement Credit under this Contract Offer shall satisfy the Telephone Company's Achievement Credit obligations.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.6 Calculation of Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(2) Achievement Credits (Cont'd)

(a) (Cont'd)

Example:

The Customer has TRC for Contract Year 1 of $8.75M. The Customer achieves 325 percent of TRC equal to $28.44M. The Customer will receive $18M in Basic Credits as described above, and the Customer will receive $223K in Achievement Credits calculated as follows:

($28.44M minus (Contract Year 1 TRC x 310%)) x 17%

$28.44M – $27.13M ($8.75M x 310%) = $1.31M
$1.31M x 17% = $223K (Achievement Credits).

Table 8

310% of TRC	$27.13M
Gross Spend Achievement during Contract Year (GSA)	$28.44M
Difference between 310% of TRC and GSA	$1.31M
Credit due for billed revenue above 310% of TRC x 17%	$223K

The Customer receives $18M in Basic Credits plus $223K in Achievement Credits, for total credits of $18.223M, as described in Table 8. (N)

(This page filed under Transmittal No. 1519)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.6 Calculation of Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(3) Transfer of Qualified Services

(a) The Customer may transfer services purchased from SBC non - wholesale entities or channels, or purchased by the Customer under a different Access Customer Name Abbreviation (ACNA) than those identified under this Contract Offer. Upon such transfer, the Customer's TRC commitment must be increased proportionally, based on the amount of revenue associated with the transferred services. The Customer's Maximum Basic Credit amount will not change as a result of this transfer.

Example:

The Customer has a Contract Year 1 TRC of $8.75M and is eligible to earn up to a maximum of $18M in Basic Credits. The Customer transfers $10M of services from a non-SBC wholesale entity. The Customer's new Contract Year 1 TRC will be $18.75M ($8.75M plus $10M = $18.75M). The Customer's maximum Basic Credit ($18M) will not change as a result of the transfer.

This increase in the TRC amount will apply to Contract Year 2 and Contract Year 3, as well as the optional Contract Year Extensions.

22.90.7 Portability

(A) The Telephone Company will waive termination liability charges for moves and/or disconnection of non-channelized DS1, DS3, [1] services connecting to an end user premise, provided the conditions listed below are met, and provided the Eligibility Criteria in Section 22.90.2, and terms and conditions in Section 22.90.3 have been met. If the Customer both (i) fails to meet the monthly TRC during the Contract period pursuant to Section 22.90.6, and (ii) fails to pay the True-up amount, as defined in Section 22.90.8, or if the Customer fails to comply with the terms and conditions of their underlying term plans, the Customer will be back-billed for termination liability charges that were waived during the Term Period, up to a maximum of two years of such charges, to the extent such termination liability charges would otherwise apply under the relevant underlying term plans. Portability will apply subject to the following terms and conditions: (D)

(1) Each move and/or disconnection must be from any SBC Tariff as described in Section 22.90.1; and

(1) Services moved or disconnected must be in the Price Flex MSAs described in Tariff F.C.C. No. 2, Section 21.

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[1] See footnote (1) on page 22-745

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.7 Portability (Cont'd)

(A) (Cont'd)

(1) Services must be non-channelized and must include at least one end user termination. The end user must be disconnected.

(2) The Customer must meet the minimum in-service period for each service, as described below:

(a) DS1 – no minimum in-service period;
(b) DS3, (1) and (1) Services – 1 year minimum in-service period; and (D)
(c) (1) and (1) Services – 3 year minimum in-service period; (D)

(3) The Customer must continue to meet the terms and conditions of any underlying term plan.

22.90.8 End of Contract Year True-up Process

A true-up calculation will be performed at the end of each Contract Year during the Term Period as follows:

(A) At the end of each Contract Year, the Customer's Gross Spend, as defined in Section 22.90.6 preceding, will be calculated to determine the applicable Basic Credit and Achievement Credits.

For true-up calculation purposes, the Gross Spend for Contract Year 1 will include the Customer's Contributory Service revenue for the full 2005 calendar year. The amount of Contributory Service minimum required revenue at final true-up for Contract Year 1 will be the 2005 TRC, plus 11/12ths of 86.5 percent of the 2004 Gross Spend, rounded to the nearest million. The applicable Basic Credit Amount and Achievement Credit Amount received as a result of this calculation will apply only to the TRC amount included in this Contract Offer, as described in Section 22.90.6 Table 7 preceding.

For Contract Years 2 and 3, the minimum required revenue shall be equal to the TRC.

The Basic Credit Amount shall be equal to the Gross Spend minus the TRC for each year (or, for Contract Year 1, the Gross Spend minus the sum of the TRC plus 11/12ths of 86.5 percent of 2004 Gross Spend), provided, however, that the Basic Credit Amount shall not exceed the amount provided in Section 22.90.6 Table 7 preceding, and will only apply to the TRC amount included in this Contract Offer.

Credits received under this Contract Offer during the Contract Year, as well as any MVP credits earned in 2005, MVP SLA credits earned in 2005, and DVP credits, will be calculated to determine the amount of Basic Credit the Customer has been paid.

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(1) See footnote (1) on page 22-745

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.8 End of Contract Year True-up Process (Cont'd)

(B) If the Customer's Gross Spend for Contributory Services, after all credits and shortfall payments described above, is greater than the minimum required revenue at time of the true-up, the Customer will receive a Basic Credit against Contributory Subject Services equal to the amount above the TRC, not to exceed the amount outlined in Section 22.90.6(B) Table 7 preceding.

Example 1: The Customer's TRC for the first Contract Year is $8.75M. The Customer's Gross Spend for Contributory Services, after all credits and adjustments as described above, is $10M. The Customer will receive an additional Basic Credit equal to $1.25M

If the Customer's Gross Spend for Contributory Services, after all credits and shortfall payments described above, is below the minimum required revenue at the time of the true-up, the Customer will be billed the amount required to meet the minimum required revenue and will pay such charge pursuant to Section 22.90.8 (D).

Example 2: The Customer's TRC for the first Contract Year is $8.75M. The Customer's Gross Spend for Contributory Services, after all credits and adjustments as described above, is $7M. The Customer must pay $1.75M.

If the Customer's Gross Spend for Contributory Services, after all credits and shortfall payments described above, is greater than the TRC times the maximum Basic Credit (plus 11/12ths of 86.5% of 2004 Gross Spend for Contract Year 1), as described in Section 22.90.6, Table 7, the Customer will receive the Maximum Basic Credit against Contributory Subject Services as described above, and an Achievement Credit against Contributory Subject Services (equal to a 17 percent discount on services above the TRC times the maximum Basic Credit amount, plus 11/12ths of 86.5 percent of 2004 Gross Spend for Contract Year 1).

Example 3: The Customer's TRC for the first Contract Year is $8.75M. The Customer's Gross Spend for Contributory Services after all credits and adjustments as described above, is $28.44M. The Customer receives $18M in Basic Credits and $223K in Achievement Credits.

(C) If, at the time of final true-up, the Telephone Company or any of its affiliated telephone companies described in Section 22.90.2 (C), owe the Customer a Basic Credit amount as described above, the credit will be applied to the Customer's bill no later than 60 days after the final true-up date.

(D) If, at the time of true-up, the Customer must make a true-up payment to meet the TRC as described above, the true-up payment must be submitted to the Telephone Company no later than 60 days after the true-up date. The true-up amount will appear on the Customer's monthly invoice. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.9 Contract Extension Options

At the Customer's option, the Customer may extend this Contract Offer at the end of the Term Period. The Customer may extend for one year at the end of Term Period (First Extension Option), and may also extend the Contract Offer by another year at the end of the first extension year (Second Extension Option). The First Extension Option and Second Extension Option must be exercised concurrently for all contract offers described in Section 22.90.2(C). Those contract offers may not be extended individually. To exercise either option, the Customer must notify the Telephone Company and its affiliated telephone companies as described in Section 22.90.2 (C), in writing, no later than 60 days prior to the expiration of the Term Period or, for the Second Extension Option, 60 days prior to the expiration of the First Extension Option.

For the First Extension Option, the TRC shall be determined as follows:

The TRC amounts for the First Extension Option will be equal to the last 3 months of qualified Contributory Services revenue in Contract Year 3 times 4 times 83 percent, or the Contract Year 3 TRC, whichever is greater. The maximum Basic Credit will be equal to the TRC times 120 percent minus the TRC amount, less any Basic Credit reductions applied during the Term Period of this Contract Offer, as described in Section 22.90.11(A) following. An Achievement Credit of 17 percent will apply on revenue above 120 percent of the TRC, except as described in Section 22.90.11 (A) following.

Example:

(TRC X 120% - TRC) – (any credit reduction as described in Section 22.90.11)

For the Second Extension Option, the TRC shall be determined as follows:

The TRC amount for the Second Extension Option will be equal to the last 3 months of qualified Contributory Services revenue in Contract Year 4 times 4 times 83 percent, or the Contract Year 4 TRC, whichever is greater. The maximum Basic Credit Amount will be equal to the TRC times 120 percent minus the TRC amount, less any Basic Credit reductions applied during the Term Period of this Contract Offer, or under the First Extension Option as described in Section 22.90.11(A) following. An Achievement Credit of 17 percent will apply on revenue above 120 percent of the TRC, except as described in Section 22.90.11 (A) following.
.

(N)

Example:

(TRC X 120% - TRC) – (any credit reduction as described in Section 22.90.11)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.10 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 90 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 2, Section 2.1.2, unless:

(A) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (1) or (2) below, or

(B) if the proposed assignee or transferee or its parent company has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(1) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50 percent of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(2) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

All of the contract offers described in Section 22.90.2(C) must be assigned or transferred concurrently. Those contract offers may not be assigned or transferred individually. (N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.11 Mergers and Acquisitions

(A) The terms and conditions of this Contract Offer shall continue in full force and effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or assets to any other entity, or purchases all stock or substantially all stock or assets of another company (the foregoing generally referred to herein as a merger or acquisition). Any other company involved in such merger or acquisition shall be identified for purposes of this Contract Offer as an Acquired Company, without regard to whether the Customer or the Acquired Company is the surviving entity following the transaction. The Transaction Close Date shall be the date upon which a stock purchase has been completed and/or the final date on which the assets of the acquired/merged company have been purchased. Upon the Transaction Close Date, if the Acquired Company purchases any services that are Contributory Services under this Contract Offer No. 90 from the Telephone Company and each of its affiliated telephone companies in each of the contract offers described in Section 22.90.2 (C), the Contributory Services purchased by the Acquired Company will not count toward the Gross Revenue achievement or TRC amount, and the Contributory Services provided for in this Contract Offer will continue to be maintained at the same volume, rates, terms, and conditions as outlined herein.

Effective upon the Transaction Close Date:

The Acquired Spend shall be calculated for the Acquired Company, including the Acquired Company's billed revenue for Contributory Services consistent with the manner of calculating Gross Spend, as provided in Section 22.90.6(A) of this Contract Offer, plus the Acquired Company's billed revenue for UNE or equivalent offerings, as described in Section 22.90.4, Table 2.

(1) If the Acquired Spend (calculated based on the billed revenue of the Acquired Company during the three months immediately prior to the Transaction Close Date, times four) is less than or equal to 15 percent of the billed revenue for both Contributory Services and UNE, or equivalent offerings provided to the Customer prior to the Transaction Close Date, this Contract Offer shall remain in force without change, unless Customer includes the Acquired Spend in this Contract Offer, as provided in Section 22.90.11(B) of this Contract Offer. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.11 Mergers and Acquisitions (Cont'd)

(A) (Cont'd)

(1) If the Acquired Spend (calculated based on the billed revenue of the Acquired Company during the three months immediately prior to the Transaction Close Date, times four) is greater than 15 percent of the billed revenue for both Contributory Services and UNE, or equivalent offerings provided to the Customer prior to Transaction Close Date, the following provisions shall apply:

(a) The Customer's Calculated Annual Spend shall be the Customer's actual annualized billed revenue for Contributory Services (calculated as the Customer's billed revenue during the three months immediately prior to the Transaction Close Date, times four). The Ceiling shall be the sum of the TRC plus the Maximum Basic Credit. If the Customer's Calculated Annual Spend is less than the Ceiling, the Customer's Maximum Basic Credit shall be reduced by an amount equal to the difference between the Ceiling and the Calculated Annual Spend. The Customer's TRC shall not change. The reduced Maximum Basic Credit shall apply thereafter throughout the Term Period, unless subsequently reduced pursuant to this provision as a result of a subsequent merger or acquisition. Thereafter, the Customer shall not receive Achievement Credits for any revenue above the Calculated Annual Spend, except as described in Section 22.90.11(A)(3) of this Contract Offer.

Example: The Customer's Year 2 TRC is $90M and its Maximum Basic Credit is $18M, for a Ceiling of $108M (TRC plus Maximum Basic Credit).
On the Transaction Close Date, the Customer's Calculated Annual Spend (billed revenue for Contributory Services during the prior three months, times four) is $100M. The Customer's TRC remains $90M, and the Customer's Maximum Basic Credit is reduced to $10M. The Maximum Basic Credit remains at $10M thereafter, unless further reduced as a result of a subsequent merger or acquisition..

No Achievement Credits will apply to any revenue over $100M.

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.11 Mergers and Acquisitions (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

(b) If the Customer's Calculated Annual Spend is equal to or greater than the Ceiling, neither the TRC nor the Maximum Basic Credit shall change, except as provided in Section 22.90.11(A)(3) of this Contract Offer. The Customer shall not receive Achievement Credits for any revenue above the Ceiling during the months after the Transaction Close Date, except as provided in Section 22.90.11(A)(3) of this Contract Offer. Any Achievement Credits earned after the maximum Basic Credit amount has been achieved, but prior to the Transaction Close Date, will continue to apply.

Example: The Customer's Year 2 TRC is $90M and the Maximum Basic Credit is $18M for total of $108M.

On the Transaction Close Date, the Calculated Annual Spend (billed revenue for Contributory Services during the prior three months, times four) is $112M. The Customer's TRC remains $90M and the Maximum Basic Credit remains $18M.

Achievement Credits will apply to Contributory Service revenue during any month after the month in which the Customer reaches the Maximum Basic Credit amount, but before the Transaction Close Date. Achievement Credits will not apply after the Transaction Close Date. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.11 Mergers and Acquisitions (Cont'd)

(A) (Cont'd)

(3) If the Customer wishes to include Contributory Services provided to the Acquired Company in this Contract Offer, the Customer must so notify the Telephone Company within nine (9) months after the Transaction Close Date. If the Customer chooses to include the Acquired Company's Contributory Services in this Contract, the Acquired Spend (calculated based on the billed revenue of the Acquired Company during the three months immediately prior to the date upon which the Customer provides notification pursuant to this provision, times four) will be added to the Customer's then-current TRC. In addition, the revenues resulting from any conversion of UNE or equivalent offerings to qualified Contributory Subject Services, whether voluntary or required, shall also be added to the Customer's then-current TRC, according to the rates that would apply to those Contributory Services under this Contract Offer. The Maximum Basic Credit shall be determined according to Section 22.90.11(A) of this Contract Offer. Achievement Credits will apply to revenue above the Ceiling, beginning upon the date the Customer provides notification pursuant to this provision. Upon including the other company's Contributory Services in this Contract Offer, any pricing flexibility contract offer, or similar intrastate arrangement governing the included services, shall be deemed terminated and any termination liability or other charges will apply, as provided in the previously effective pricing flexibility contract offer or similar intrastate arrangement. The Customer's Maximum Basic Credit amount will not change as a result of this transfer except as described in Section 22.90.11(A)(2)(a) of this Contract Offer. The Access Service Ratio, as described in Section 22.90.4, will be applicable to all of the Customer's affiliates, regardless of their inclusion in, or exclusion from, this Contract Offer (except as described in Section 22.90.11(B) of this Contract Offer). The increase in the Customer's TRC shall apply thereafter, except to the extent the TRC may be further modified pursuant to this Contact Offer.

Example A: The Customer has a Year 2 TRC of $90M, and the Maximum Basic Credit is $18M. The Customer acquires another company with annualized Contributory Service revenues of $40M, and the Customer chooses to add the Acquired Company's Contributory Services business to this Contract Offer. The Customer's new Contract Year 2 TRC will be $130M ($90M plus $40M = $130M). The Customer's Maximum Basic Credit ($18M) will not change, except as described in Section 22.90.11(A)(2)(a) of this Contract Offer. The new TRC will apply thereafter, unless the TRC is subsequently changed pursuant to this Contract Offer.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.11 Mergers and Acquisitions (Cont'd)

(B) Mergers and Acquisitions Affecting Access Service Ratio

If any merger or acquisition affects the Customer's Access Service Ratio, the Customer and any affiliated entities that existed as of the Transaction Close Date (as determined by the applicable ACNA's) shall comply with the Access Service Ratio requirements of this Contract Offer, as described in Section 22.90.4 of this Contract Offer, subject to the provisions of this Section 22.90.11(B).

If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain assets to any other entity, or purchases:

(1) All stock, or substantially all stock or certain assets of another company, and the merger or acquisition will cause the Customer to fall below Access Services Ratio Terms and Conditions as defined in Section 22.90.4, regardless of whether the Customer chooses to include the Acquired Company's Contributory Services in this Contract Offer, the following will apply.

(a) A Temporary Access Service Ratio will be calculated in a manner consistent with the calculation of the Access Service Ratio as described in Section 22.90.4 of this Contract Offer, for the Acquired Company, for the month immediately following the Transaction Close Date, according to the following formula.

$$\frac{\text{Acquired Company Access Revenue}}{\text{Acquired Company Access Revenue + Acquired Company Wholesale Revenue}}$$

Example:

$$\frac{\text{\$35M Access}}{\text{\$35M Access + \$34M Wholesale}}$$

The Temporary Access Services Ratio would be:

(N)

50.7%/49.3%

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.11 Mergers and Acquisitions (Cont'd)

(B) Mergers and Acquisitions Affecting Access Service Ratio (Cont'd)

(1) (Cont'd)

(b) The Temporary Access Service Ratio will apply to the Acquired Company's Contributory Services until the earlier of nine (9) months after the Transaction Close Date, or the date upon which the Customer notifies the Telephone Company of its election to add the Acquired Company's Contributory Services to this Contract Offer, whichever is earlier. While the Temporary Access Service Ratio remains in effect, the Contributory Services of the Acquired Company must at all times meet or exceed the Temporary Access Service Ratio.

Thereafter, a Combined Access Service Ratio shall be calculated according to the following formula:

$$\frac{\text{Combined Access Revenue}}{\text{Combined Access Revenue + (Combined Wholesale – Acquired Wholesale Revenue)}}$$

The Acquired Wholesale Revenue in the combined equation shall be measured at the earlier of nine (9) months after the Transaction Close Date or the date upon which the Customer notifies the Telephone Company of its election to add the Acquired Company's Contributory Services to this Contract Offer, whichever is earlier.

Example:

$$\frac{\$140M}{\$140M + (\$37M - \$35M)}.$$

The combined Access Service Ratio of 98.6%/1.4% exceeds the 95%/5% ratio required.

(c) Once the Combined Access Service Ratio has been calculated, the combined Company (the Customer and Acquired Company, considered together) must meet or exceed a Combined Access Service Ratio of 95 percent for all services (Contributory and UNE or other equivalent offerings) purchased thereafter. Any wholesale services purchased by the Acquired Company prior to the earlier of the date nine months after the Transaction Close Date, or the date upon which the Customer notifies the Telephone Company of its election to add the Acquired Company's Contributory Services to this Contract Offer, will be deducted from the Combined Wholesale Revenue for purposes of calculating the Combined Access Service Ratio.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.11 Mergers and Acquisitions (Cont'd)

(B) Mergers and Acquisitions Affecting Access Service Ratio (Cont'd)

(1) (Cont'd)

(d) Services included in the calculation of the Temporary Access Service Ratio or the Combined Access Service Ratio shall be the same as those described in Section 22.90.4 of this Contract Offer.

(e) If the Customer and/or the Acquired Company fails to meet or exceed the Temporary Access Service Ratio or the Combined Access Service Ratio, the remedies provided in Section 22.90.4 of this Contract Offer shall apply.

(f) The provisions of this Section 22.90.11 shall apply to each merger or acquisition during the Term Period.

(2) If the Customer chooses to include the Acquired Company's Contributory Services in this Contract Offer, Contributory Services previously provided to the Acquired Company shall be included in this Contract Offer immediately upon the Telephone Company's receipt of the Customer's notice of intent to include them, and the TRC will be increased by the amount of the Acquired Company's qualified revenues. In addition, the monthly TRC will be increased to reflect the conversion of any unbundled network elements and equivalent offerings to Contributory Subject Services subject to this Contract Offer. Any converted services will be billed as Contributory Subject Services subject to this Contract Offer, and will be included in the TRC, effective upon the date on which receives the Customer's request to convert. The Customer's Maximum Basic Credit will not change as a result of the inclusion of the Acquired Company's Contributory Services in this Contract Offer, except as described in 22.90.11(A) preceding. The recalculated monthly TRC will apply for the remainder of that Contract Year. In each subsequent Contract Year, the TRC will continue to include the revenues associated with the Acquired Company's Contributory Services. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.12 Cessation of Business

If, at any time during the Term Period, the Telephone Company, or any of its affiliated telephone companies, cease to provide telecommunications services in any MSA subject to this Contract Offer, or any of the other Contract Offers as described in Section 22.90.2 (C), sells or divests its operating assets in any MSA subject to this Contract Offer, or otherwise ceases to provide any of the Contributory Services subject to this Contract Offer, the TRC will be decreased by the amount of the qualified revenue associated with the Contributory Services no longer provided by the Telephone Company or its affiliated telephone companies.

22.90.13 Termination Liability Charges

Termination liability language described below applies in lieu of the termination liability language in F.C.C. No. 2, Section 7. If the Customer terminates Contract Offer No. 90 before the expiration of the Term Period for any reason, except for that defined in 22.90.13 (B) below, the Customer must pay the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification to the Telephone Company 90 days prior to the desired date of termination. This notification must include the date upon which the Customer will terminate the Contract Offer.

(A) If the Customer fails to meet any of the eligibility criteria in Section 22.90.2, or fails to meet any of the terms and conditions in Contract Offer No. 90, then the Telephone Company shall provide the Customer with written notification of such non-compliance, and the Customer will have sixty (60) days to return to compliance. If the Customer does not return to compliance within such time period, the Customer will be deemed to have terminated its participation in Contract Offer No. 90, and termination liability charges will apply as stated in 22.90.13 (C), and will be payable within sixty (60) days from the time the contract is deemed terminated. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.13 Termination Liability Charges (Cont'd)

(B) If the Telephone Company and its affiliated telephone companies providing service pursuant to the contract offers described in Section 22.90.2(C) fail, in the aggregate, to maintain a Network Availability cumulative annual target of 90 percent for all Contributory services for twelve consecutive months, the Customer will have the option to notify the Telephone Company of the Customer's intent to terminate this Contract Offer. The Customer must provide the Telephone Company with ninety (90) days notice of the Customer's intent to invoke this escape clause and return its services to standard special access services. The Telephone Company will have sixty (60) days, from the date that Customer notice is received, to rectify the service problems or the Customer will be allowed to terminate this offering without incurring any termination liability on the services moved to standard Special Access services. If the Telephone Company and its affiliated telephone companies meet the Network Availability targets within sixty (60) days, the Customer will continue to purchase services under this Contract Offer.

The following occurrences will not be included in the measurements described in the calculation of Network Availability:

(1) In the case of labor disputes, governmental orders, civil commotions, or criminal actions taken against the Telephone Company or its affiliated telephone companies, the Telephone Company and its affiliated telephone companies will be excused for the duration of these events.

(2) In the case of actions outside of the Telephone Company or its affiliated telephone companies' reasonable control (e.g., catastrophic weather conditions) that have a severe impact on the Telephone Company or its affiliated telephone companies' ability to provision and repair service, the Telephone Company and its affiliated telephone companies will be excused, for the duration of the situation, from the performance measures set forth herein. Any such temporary exemption will apply only to the dispatch area(s) directly affected by the situation, and the Telephone Company and its affiliated telephone companies will return to the levels of performance required hereunder as promptly as is reasonably practicable. To the extent additional dispatch areas are impacted by such a situation, the Telephone Company and its affiliated telephone companies will give prompt notice to the Customer of the scope and nature of such impact so the parties can determine whether additional temporary exemptions from the applicable performance measures are appropriate.

(3) Performance shall be excused for the duration of any interruptions caused by the negligence of the Customer, the Customer's end-user, or other third parties not affiliated with the Telephone Company or its affiliated telephone companies.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.13 Termination Liability Charges (Cont'd)

(B) (Cont'd)

(4) Performance shall be excused for the duration of any interruptions of a service due to the failure of equipment or systems provided by the Customer or parties other than the Telephone Company or its affiliated telephone companies.

(5) Performance shall be excused for the duration of any interruptions of a service during any period in which the Telephone Company or its affiliated telephone companies are not afforded access to the premises where the service is terminated.

(6) Performance shall be excused for the duration of any interruptions of a service when the Customer has released that service to the Telephone Company or any of its affiliated telephone companies for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.

(7) Performance shall be excused for the duration of any interruptions of a service which continue because of the failure of the Customer to authorize replacement of any element of special construction, as set forth in Section 5 and Section 13 of F.C.C. No. 2.

(8) Performance shall be excused for the duration of any interruptions that occur on facilities that the Customer elected not to release the service to the Telephone Company or its affiliated telephone companies for testing and/or repair. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.13 Termination Liability Charges (Cont'd)

(C) If the Customer terminates its subscription to this Contract Offer prior to the end of the Term Period, for any reason other than described in 22.90.13 (B), the Customer must pay termination liability charges as described below:

Termination of Contract during:

Contract Year 1 – Any credits received under this Contract Offer plus 25% of TRC for remaining months of Term Period

Contract Year 2 – Last 6 months of credit received under this Contract Offer plus 25% of TRC for remaining months of Term Period.

Contract Year 3 – Last 6 months of credit received under this Contract Offer plus 10% of total TRC for Contract Year 3.

Example:

The Customer's 2006 TRC is $90M. The Customer terminates the contract on April 31, 2006. The Customer has 20 months remaining on the Term Period and has received $6M in credits under this Contract Offer in the 6 months prior to termination. The customer will owe $43.4M in termination liability

$26.25M x 4 = $105M
$105M times 89.7% = $94M
$94M/12 = $7.8M x 8 = $62M x 25% = $15.5M for remainder of Contract Year 2

plus

$105M times 83.4% = $87.5M
$87.5M x 25% = $21.9M for Contract Year 3

Contract Year 2 + Contract Year 3 + Last 6 months of credits

$15.5M + $21.9M + $6M = $43.4M Termination Liability (N)

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22. [1] (D)

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[1] Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 91 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-773

22. [1] (D)

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[1] See footnote (1) on page 22-773

22. [1] (D)

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[1] See footnote (1) on page 22-773

22. [1] (D)

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[1] See footnote (1) on page 22-773

22. Pricing Flexibility Contract Offering

22.92 Contract Offering No. 92 – Access Advantage Plus Transport Service – One Year Term

(N)

22.92.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the Customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.92 Contract Offering No. 92 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.92.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(A) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Champaign-Urbana, Chicago, Decatur, Peroria/Pekin, Rockford, Springfield, IL; Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Muncie, South Bends, IN; Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing, MI; Akron, Cleveland-Lorain-Elyria, Columbus, Toledo, OH; Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

(N)

(This page filed under Transmittal No. 1522)

22. Pricing Flexibility Contract Offering (Cont'd)

22.92 Contract Offering No. 92 – Access Advantage Plus Transport Service –One Year Term (Cont'd) (N)

22.92.2Contract Terms

(A) Contract Offering No. 92 is available during the purchase period, which begins December 9, 2005 and ends June 9, 2006.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the Customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 92.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals, as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service, are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5 for Contract Offering No. 92, is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.92 Contract Offering No. 92 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.92.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one-half of the specified nonrecurring charge as reflected in 22.92.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Date described in 5.1.1.

(A) The initial contract term for Contract Offering No. 92 is one (1) year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(B) At the conclusion of the initial contract term, Contract Offering No. 92 will be automatically renewed for successive one-month renewal terms. The Customer may terminate Contract Offering No. 92 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty (30) days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 92 upon thirty (30) days written notice any time following the completion of the initial contract term.

(C) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(D) No other discount pricing plans apply.

(E) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 92.

(F) If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 92 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.92.2 (K). (N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.92 Contract Offering No. 92 – Access Advantage Plus Transport Service –One Year Term (Cont'd) (N)

22.92.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 92 is fifty (50) percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(A)If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 92 terminated, and the termination charges described in 22.92.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one-half of the nonrecurring charge to install service as reflected in 22.92.3 (B).

(K) The Customer may elect to discontinue Contract Offering No. 92 at any time prior to the expiration of the initial contract term, without incurring the termination charges described in 22.92.2 (I), when all of the following conditions are met:

(1) The Customer establishes a new interstate special access service of equal or greater capacity,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 92 was provided,

(3) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 92, and

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer's initial contract term for Contract Offering No. 92.

A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services, and will be maintained during the initial contract term and all renewal terms.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.92 Contract Offering No. 92 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.92.2 Contract Terms (Cont'd)

(L) (Cont'd)

These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the Customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 92 terminated. If Contract Offering No. 92 is terminated during the initial contract term, the termination charges described in 22.92.2 (I) apply.

The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service Customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.92.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.92.2 (B) will result in a Customer credit of the applicable nonrecurring charges identified in 22.92.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the Customer is not ready to accept service, or building facilities are not ready.

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

22.92 Contract Offering No. 92 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.92.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

22.93 Contract Offering No. 93 – Access Advantage Plus Transport Service – Two Year Term (N)

22.93.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the Customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.93 Contract Offering No. 93 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.93.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(B) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Champaign-Urbana, Chicago, Decatur, Peroria/Pekin, Rockford, Springfield, IL; Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Muncie, South Bends, IN; Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing, MI; Akron, Cleveland-Lorain-Elyria, Columbus, Toledo, OH; Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

22.93 Contract Offering No. 93 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.93.2Contract Terms

(A) Contract Offering No. 93 is available during the purchase period, which begins December 9, 2005 and ends June 9, 2006.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the Customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 93.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals, as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service, are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A) the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5 for Contract Offering No. 93, is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.93 Contract Offering No. 93 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.93.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one-half of the nonrecurring charge as reflected in 22.93.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Date described in 5.1.1.

(B) The initial contract term for Contract Offering No. 93 is two (2) years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(C) At the conclusion of the initial contract term, Contract Offering No. 93 will be automatically renewed for successive one-month renewal terms. The Customer may terminate Contract Offering No. 93 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty (30) days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 93 upon thirty (30) days written notice any time following the completion of the initial contract term.

(D) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(E) No other discount pricing plans apply.

(F) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 93.

(G) If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 93 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.93.2 (K). (N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.93 Contract Offering No. 93 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.93.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 93 is fifty (50) percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(B) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 93 terminated and the termination charges described in 22.93.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 93 at any time prior to the expiration of the initial contract term, without incurring the termination charges described in 22.93.2 (I), when all of the following conditions are met:

(1) The Customer establishes a new interstate special access service of equal or greater capacity,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 93 was provided,

(3) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 93, and

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer's initial contract term for Contract Offering No. 93.

(L) A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms.

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

22.93 Contract Offering No. 93 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.93.2 Contract Terms (Cont'd)

(L) (Cont'd)

These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the Customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 93 terminated. If Contract Offering No. 93 is terminated during the initial contract term, the termination charges described in 22.93.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service Customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.93.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.93.2 (B) will result in a Customer credit of the applicable nonrecurring charges identified in 22.93.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the Customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.93 Contract Offering No. 93 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.93.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service or to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$310.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

22.94 Contract Offering No. 94 – Access Advantage Plus Transport Service – Three Year Term (N)

22.94.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the Customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 326 Kbps of capacity.

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

22.94 Contract Offering No. 94 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.94.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(A) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Champaign-Urbana, Chicago, Decatur, Peroria/Pekin, Rockford, Springfield, IL; Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Muncie, South Bends, IN; Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing, MI; Akron, Cleveland-Lorain-Elyria, Columbus, Toledo, OH; Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

22.94 Contract Offering No. 94 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.94.2 Contract Terms

(A) Contract Offering No. 94 is available during the purchase period, which begins December 9, 2005 and ends June 9, 2006.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the Customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 94.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals, as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service, are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5 for Contract Offering No. 94, is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.94 Contract Offering No. 94 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.94.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one-half of the nonrecurring charge as reflected in 22.94.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Date described in 5.1.1.

(A) The initial contract term for Contract Offering No. 94 is three (3) years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(B) At the conclusion of the initial contract term, Contract Offering No. 94 will be automatically renewed for successive one-month renewal terms. The Customer may terminate Contract Offering No. 94 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 94 upon thirty (30) days written notice any time following the completion of the initial contract term.

(C) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(D) No other discount pricing plans apply.

(E) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 94.

(F) If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 94 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.94.2 (K).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.94 Contract Offering No. 94 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.94.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 94 is fifty (50) percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(A) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 94 terminated, and the termination charges described in 22.94.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 94 at any time prior to the expiration of the initial contract term, without incurring the termination charges described in 22.94.2 (I), when all of the following conditions are met:

(1) The Customer establishes a new interstate special access service of equal or greater capacity,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 94 was provided,

(3) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 94, and

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer's initial contract term for Contract Offering No. 94.

(L) A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services, and will be maintained during the initial contract term and all renewal terms.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.94 Contract Offering No. 94 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.94.2 Contract Terms (Cont'd)

(L) (Cont'd)

These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the Customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 94 terminated. If Contract Offering No. 94 is terminated during the initial contract term, the termination charges described in 22.94.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service Customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.94.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.94.2 (B) will result in a Customer credit of the applicable nonrecurring charges identified in 22.94.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the Customer is not ready to accept service, or building facilities are not ready. (N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.94 Contract Offering No. 94 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.94.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service or to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$200.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

(This page filed under Transmittal No. 1522)

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 95 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-799

(This page filed under Transmittal No. 1666)

22. [1] (D)

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[1] See footnote (1) on page 22-799

22. [1] (D)

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[1] See footnote (1) on page 22-799

22. [1] (D)

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[1] See footnote (1) on page 22-799

22. Pricing Flexibility Contract Offerings

22.96 Contract Offer No. 96 – DS1, DS3 and (1) Offer (D)

22.96.1 General Description

DS1, DS3 and (1) Service Offer (Contract Offer No. 96) is an access discount plan that offers Customers located in Phase 1 and Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) listed in Section 22.96.2, herein, to pay the rates described in Section 22.96.5, herein, for existing and new DS1 and DS3 special access services upon subscription to this Contract Offer. The Contract Offer No. 96 is available to any Customer with at least $3,000,000 in cumulative annual revenue for qualified services as described in Section 22.96.2 (B). The Customer must meet the eligibility criteria as set forth in Section 22.96.2 and also must comply with the Terms and Conditions set forth in Section 22.96.3. (D)

Contract Offer No. 96 requires that the Customer maintain a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year Term Period. In the event the customer does not meet its MARC as of each anniversary date of each term year, the Customer must remit the shortfall payment via the Annual True-up Process set forth in Section 22.96.6. Notwithstanding the obligation to pay such shortfall, if the Customer does not comply with Section 22.96.6, termination liability charges, in accordance with Section 22.96.7, shall apply.

Contract Offer No. 96 is only available February 7, 2006 through March 7, 2006.

22.96.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive discounts under Contract Offer No. 96:

(1) Service must be a pricing-flexibility-qualified access service, described in Section 22.96.2(B);

(2) Service must be in the following Pricing Flexibility MSAs: Columbus, OH; Akron, OH; Cleveland, OH; Dayton, OH; and Toledo, OH;

If the Telephone Company receives End User Channel Termination pricing flexibility relief in Dayton and Akron, OH MSAs, any eligible Subject Services that the Telephone Company provides to the Customer pursuant to this Contract Offer in those MSAs may, at the Customer's option, be included in this Contract Offer.

(3) The Customer must have a minimum of $3,000,000 in cumulative annual recurring revenue for DS1, DS3 and (1) . (D)

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(1) Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 96 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.96 Contract Offer No. 96 – DS1, DS3 and [1] Offer (Cont'd) (D)

22.96.2 Eligibility Criteria (Cont'd)

(B) Contract Offer No. 96 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) DS1/DS3 Service - Ameritech Tariff F.C.C. No. 2, Section 7.5.9 for Phase 1 and Section 21.5.2.7 for Phase 2 MSAs

(2) [1] - Ameritech Tariff F.C.C. No. 2, Section [1] for Phase 1 and Section [1] for Phase 2 MSAs. (D)

All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

22.96.3 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) is five (5) years, commencing on the date the Customer submits its Letter of Subscription (LOS). This offer is not renewable.

If the Customer elects to continue services at the expiration of the Term Period, the Customer may select from payment options in Sections 7.5.9, [1] for Phase 1 MSAs and Section 21.5.7, [1]. for Phase 2 MSAs. (D) (D)

If, at the expiration of the Term Period, the Customer does not elect a payment option as described above, the Subject Services under this Contract Offer will be converted to the prevailing monthly extension rates found in Section 21.5.2.7 (C), [1] and [1] for Phase 2 MSAs. (D)

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 96.

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[1] See footnote (1) on page 22-804.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.96 Contract Offer No. 96 – DS1, DS3 and [1] Service Offer (Cont'd) (D)

22.96.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer No. 96 is only available February 7, 2006 through March 7, 2006;

(2) The Customer must submit a Letter Subscription to the Telephone Company;

(3) If the Customer should discontinue service under Contract Offer No. 96 during the Term Period, termination liability charges will apply in accordance with Section 22.96.7;

(4) If the Customer requests modifications to the Contract Offer No. 96 network design originally constructed for the Customer under Contract Offer 96, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(5) If the Customer requests additional service features and functions not included in 22.96.2.(B), the Customer must pay the applicable tariff rates for those additions as contained in Section 21-Metropolitian Statistical Area Access Services;

(6) The Customer cannot subscribe to or include Subject Services subscribed to under this Contract Offer in any future promotional, contract offering, or discount plan in conjunction with this Contract Offer;

(7) Subject Services under this Contract Offer shall not be eligible for additional discounts under the Managed Value Plan (MVP) offering in Section 19;

(8) Purchase of the Subject Services listed above under this Contract Offer are also subject to general terms and conditions of FCC Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the term of the service;

(9) The Customer must be current on billing for existing services within 60 days after subscribing to this Contract Offer, and must remain current throughout the Term Period;

(10) The Telephone Company shall waive any termination liability charges that would otherwise apply pursuant to Ameritech Tariff F.C.C. No. 2, Section 22, Contract Offer No. 70 for existing Subject Services to be provided under this Contract Offer. Termination liability charges shall otherwise apply according to the terms of the applicable tariff.

[1] See footnote (1) on page 22-804.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.96 Contract Offer No. 96 – DS1, DS3 and (1) Offer (Cont'd) (D)

22.96.4 Portability of Existing Subject Services

The Telephone Company shall waive termination liability charges for moves and/or disconnection of existing Subject Services. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis. To receive the credits or a waiver of termination liability charges for such moves and/or disconnects, the following conditions must be met:

(A) The Customer must be in compliance with all terms and conditions of this Contract Offer;

(B) DS1 services must have been in service for a minimum of thirty (30) days from the original installation date;

(C) DS3, (1) and (1) services must have been in service for a minimum of one (1) year from the original installation date; (D)

(D) (1) and (1) services must have been in service for a minimum of three (3) years from the original installation date; and (D)

(E) If the Customer fails to meet the MARC on a contract anniversary date pursuant to Section 22.96.5 and/or fails to pay the Annual True Up as defined in Section 22.96.5 (B), or otherwise terminates this Contract Offer prior to the end of the Term Period, the Customer must pay the previous 12 months termination liability charges previously waived or credited by the Telephone Company.

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(1) See footnote (1) on page 22-804.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.96 Contract Offer No. 96 – DS1, DS3 and [1] Offer (Cont'd) (D)

22.96.5 Minimum Annual Revenue Commitment (MARC)

(A) Establishment of the MARC

The Customer must establish and maintain a MARC as provided in this Contract Offer. The MARC for the first year of the Term Period (Year 1) will be established when the Telephone Company receives the LOS from the Customer. For purposes of calculating the MARC for Year 1, recurring annual revenue for all existing and new Subject Services pursuant to this Contract Offer shall be included in the calculation of the Year 1 MARC.

(B) Determining the Minimum Annual Revenue Commitment

(1) The MARC shall be calculated as the sum of the recurring revenue for all Subject Special Access Services of the previous three (3) months of the contract year, multiplied by four (4).

Example: The Customer achieves $1,000,000 in the previous three months of the contract year. The $1,000,000 is multiplied by four (4) for a new MARC of $4,000,000.

$1,000,000 X 4 = $4,000,000

(2) The Customer's MARC for Year 1 shall be $3,000,000, or the sum of the recurring revenue for all Subject Services of the previous three (3) months prior to subscribing to this Contract Offer, multiplied by four (4), whichever is greater.

(3) The MARC for Years 2, 3, 4, and 5 will be reviewed and re-established on an annual basis, effective on the Contract anniversary dates. If, for any year, the recalculated MARC is greater than the previous year's MARC, the newly recalculated MARC will apply. If the recalculated MARC is less than the previous year's MARC, the previous year's MARC will carry over for the new year. Example of Year 2 MARC Establishment: Customer's Year 1 MARC is established at $3,000,000. At the end of Year 1, the total recurring revenue of the previous 3 months totaled $1,000,000. Multiply that number by 4, and the Customer's Year 2 MARC equals $4,000,000. $1,000,000 X 4 = $4,000,000

(C) Failure to Achieve the MARC

If the Customer fails to achieve the Annual MARC for any year of the Term Period, the Customer must pay the difference between the Annual MARC for the current term year and the actual recurring annual revenue for the qualifying services as set forth in the True-up process as described in Section 22.96.5 (E) within thirty (30) days of notification by the Telephone Company.

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(1) See footnote (1) on page 22-804.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.96 Contract Offer No. 96 – DS1, DS3 and [1] Offer (Cont'd) (D)

22.96.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(D) Discounts and Other Credits

If the Customer exceeds the MARC by 10 percent upon the anniversary date of the commencement of the Term Period, then the Customer will be eligible for a 2 percent credit of recurring annual revenue. If the Customer exceeds MARC by 15 percent, then the Customer will be eligible for a 3 percent credit of said annual revenue. If the Customer exceeds the MARC by 20 percent, then the Customer will be eligible for a 5 percent credit of recurring annual revenue. If the Customer exceeds the MARC by 25 percent, then the Customer will be eligible for a 7 percent credit of recurring annual revenue. Said annual credits will be applied to the Customer's bill within sixty (60) days after determination of MARC.

Exceed MARC upon annual anniversary date – Percentage	Eligible Credit
0	0%
10%	2%
15%	3%
20%	5%
25%	7%

(E) Annual True-up

The Telephone Company shall conduct an Annual True-up upon the anniversary date of each term year of this Contract Offer, based on the Customer's MARC commitment. If the Customer fails to achieve the annual MARC commitment as of the anniversary date, the Customer will be notified by the Telephone Company, and will be required to remit an Annual True-up payment to reach the MARC commitment. The true-up calculation will be performed as follows:

Annual MARC – Actual Annual recurring revenues for Subject Services = Annual True-up Amount

If the Customer fails to submit its Annual True-up payment to the Telephone Company within sixty (60) days upon notification from the Telephone Company, the Customer is deemed to have terminated its Contract Offer No. 96 and termination charges will apply as set forth in Section 22.96.9.

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[1] See footnote (1) on page 22-804.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.96 Contract Offer No. 96 – DS1, DS3 and [1] Offer (Cont'd) (D)

22.96.6 Assignment and Transfer

(A) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 96, pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

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

22.96.7 Mergers and Acquisitions

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

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[1] See footnote (1) on page 22-804.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.96 Contract Offer No. 96 – DS1, DS3 and (1) Offer (Cont'd) (D)

22.96.8 Rates and Charges

(A) DS1 and DS3 Rates:
The tables below contain the discounted rates for Contract Tariff No. 96. The Customer must pay the following Monthly Recurring Charge (MRC) for the Subject Services as described in Section 22.96.2(B). Unless noted otherwise rates are inclusive for all zones.

DS1 Rate per Circuit	**Circuit Miles**	**60 Month Term**
Channel Termination/LDC and applicable Mileage	0 Miles	$113
	1-10 Miles	$180
	11-20 Miles	$225

DS3 Interoffice Transport Rate Elements	**USOCs**	**60 Month Term**
Local Distribution Channel – Per Point of Termination - Zone 1	TZUP1	$686.00
Local Distribution Channel – Per Point of Termination - Zone 2	TZUP2	$693.00
Local Distribution Channel – Per Point of Termination - Zone 3	TZUP3	$728.00
Local Distribution Channel – Per Point of Termination – Zone 4	TZUP4	$742.00
Local Distribution Channel – Per Point of Termination – Zone 5	TZUP5	$749.00
Channel Mileage Termination – Zone 1	CZ4X1	$232.75
Channel Mileage – Termination – Zone 2	CZ4X2	$237.00
Channel Mileage –Termination– Zones 3 to 5	CZ4X3, CZ4X4 & CZ4X5	$290.50
Channel Mileage – Variable (per mile) All zones	1YZX1, 1YZX2, 1YZX3, 1YZX4 & 1YZX5	$33.15
Muxing (DS3 to DS1)	QM3X1, QM3X2, QM3X3, QM3X4 & QM3X5	$427.50

All Expanded Interconnection Services Cross Connects (EISCC) or other cross connects are billed at existing Tariff rates.

The Telephone Company shall waive the following Non-Recurring Charges NRCs) associated with the conversion of qualifying DS1, DS3 and (1) for Customers subscribed to Contract Offer No. 96. (D)

(1) Design and Central Office Connection Charge per circuit, Section 7.4.2;
(2) Customer Connection Charge per termination, Section 7.4.2; and
(3) Non-Recurring charges apply for purchases of qualifying DS1, DS3 and (1) services for Customers subscribed to Contract Offer No. 96. (D)

(B) Any rate elements not described herein will continue to be billed at Tariff rates as described in Metropolitan Statistical Area (MSA) Section 21 or Section 7.

(1) See footnote (1) on page 22-804.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.96 Contract Offer No. 96 – DS1, DS3 and [1] Offer (Cont'd) (D)

22.96.9 Termination Liability

(A) If the Customer terminates Contract Offer No. 96, the termination liability language contained below applies in lieu of the termination liability language described in Section 7. The Customer must pay the Telephone Company termination liability charges as described below if the Customer terminates this Contract Offer before the completion of the term period for any reason, or if the Customer is not in compliance with Terms and Conditions in Section 22.96.3. These charges shall become due as of the effective date of the termination and are payable within thirty (30) days of the invoice date. In addition, the Customer shall be liable for waived termination charges as described in Section 22.96.4. The Customer's termination liability charges for termination of service shall be equal to 50% of all monthly recurring charges for the balance of the Customer's five (5) year Term Period, and will be calculated as follows: Monthly Recurring Charges x Months remaining in Term Period x Termination Liability Percentage of 50% = Termination Liability

(B) In addition, if any Termination Liability has been waived subject to the portability provision set forth in Section 22.96.4 of this Contract Offer within twelve (12) months prior to the termination of the Contract Offer, such previously waived Termination Liability charges will also apply.

Example: The Customer has $200,000 in Monthly Recurring Charges. If the Customer terminates service after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month term period, then the termination liability would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Liability.

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[1] See footnote (1) on page 22-804.

22. Pricing Flexibility Contract Offerings

22.97 Contract Offer No. 97 – DS3 Transport Service Offer (N)

22.97.1 General Description

Contract Offer No. 97 - DS3 Transport Service Offer is an access discount pricing plan that provides the Customer discounted rates for sixty (60) month service terms on new DS3 Hub facilities configured as described in Section 22.97.2 (C).

This Contract Offer is available for subscription from February 16, 2006 to March 16, 2006.

22.97.2 Service Qualifications

(A) This Contract Offer applies to pricing-flexibility-qualified services (hereafter referred to as Subject Services) contained in the following tariff section(s):

(1) DS3 Service – Ameritech Operating Companies Tariff F.C.C. No. 2, Sections 7.2.9, 7.5.9 and 21.5.2.7.

(B) Subject Services provided under this Contract Offer must be located in the following Pricing Flexibility Metropolitan Statistical Area (hereafter referred to MSA): Chicago, IL

(C) The Subject Services must be configured as follows:
(1) 'A' location must be cross connected to the Customer's Ameritech Central Office Interconnection (ACOI);
(2) 'Z' location must be multiplexed by the Telephone Company (DS3 to DS1); and
(3) Channel mileage must be at least one (1) mile, but not greater than eighteen (18) miles.

(N)

22.97.3 Eligibility Criteria

The Customer must meet the following eligibility criteria to subscribe to this Contract Offer:

(A) The Customer must have established ACOI, as provided in Section 16.1, in at least one Central Office within the Chicago, IL MSA; and
(B) The Customer must purchase at least 25 Subject Services configured as described in Section 22.97.2 (C) within 90 days of subscription to this Contract Offer.

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Effective: February 16, 2006

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.97 Contract Offer No. 97 – DS3 Transport Service Offer (Cont'd)

22.97.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be seventy-two (72) months, commencing on the date the Telephone Company receives the Letter of Subscription (LOS) from the Customer.

Upon expiration of the Term Period, Subject Services shall be converted to the prevailing applicable monthly (extension) rates, described in Section 21.5.2.7, unless the Customer selects a payment plan, described in Section 7.4.10, or disconnects the Subject Services.

(B) General

(1) Subject Services, described in Section 22.97.2, are subject to certain rates, charges and general terms and conditions described in Ameritech Operating Companies Tariff F.C.C. No 2, Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer.

(2) All terms and conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.

(3) The Customer may not include Subject Services provided under this Contract Offer in any other contract offer, promotional offering (Section 17), or other discount plan (e.g. MVP). (N)

(4) Commingling shall be defined as provided in Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.

(5) If the Customer discontinues service under this Contract Offer during the Term Period, termination liability charges shall apply in accordance with Section 22.97.8.

(6) To subscribe to this Contract Offer, the Customer must provide the Telephone Company with an LOS.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.97 Contract Offer No. 97 – DS3 Transport Service Offer (Cont'd)

22.97.4 Terms and Conditions (Cont'd)

(B) General (Cont'd)

(1)The Customer must purchase at least twenty-five (25) new Subject Services under this Contract Offer, for which the Customer Desired Due Date (CDDD) must be within the first ninety (90) days of the Term Period. If the Customer fails to purchase the required new Subject Services, the Customer must pay the Telephone Company a true-up amount equal to $32.50 per day, for every Subject Service by which the Customer falls short of the required purchase amount, until all of the required new Subject Services have been installed. The true-up amount, if required, will be billed after the initial twenty-five (25) Subject Services are installed, or upon termination of this Contract Offer, if the required new Subject Services are not purchased.

(2)The Customer may purchase additional new Subject Services under this Contract Offer, for which the CDDD must be within the first year of the Term Period.

(C) Service Terms (N)

(1)The minimum term commitment for each Subject Service purchased under this Contract Offer (Service Term) shall be sixty (60) months, commencing upon the installation date of the Subject Service.

(2)If the Customer disconnects a Subject Service during the Service Term, termination liability charges shall apply in accordance with Section 22.97.8 (B).

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.97 Contract Offer No. 97 – DS3 Transport Service Offer (Cont'd)

22.97.5 Rates and Charges

The Customer must pay the following Monthly Recurring Charge (MRC) for each rate element for the Subject Services provided under this Contract Offer.

Rate Element	Applicable USOC	MRC
Central Office Multiplexing (per arrangement)		
Zone 1	QM3X1	$441.00
Zone 2	QM3X2	$450.00
Zone 3	QM3X3	$466.00
Zone 4	QM3X4	$490.00
Zone 5	QM3X5	$500.00
Channel Mileage Termination (all Zones)		
where Channel Mileage from 1 to 6 miles	CYZX*	$212.50
where Channel Mileage from 7 to 12 miles	CYZX*	$262.50
where Channel Mileage from 13 to 18 miles	CYZX*	$325.00
Channel Mileage (all Zones)		
Per mile	1YZX*	$0.00

(N)

Any rate elements not described herein will be subject to the applicable tariff rates provided in Sections 7.5.9 and 21.5.2.7.

(This page filed under Transmittal No. 1529)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.97 Contract Offer No. 97 – DS3 Transport Service Offer (Cont'd) (N)

22.97.6 Assignment/Transfer/Successors

If the Customer wishes to assign or transfer its rights and obligations of this Contract Offer, the Customer shall comply with the requirements of F.C.C. No. 2, Section 2.1.2. The Telephone Company shall acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 2, Section 2.1.2, unless (1) the proposed assignee or transferee fails to establish credit worthiness under one of the criteria provided in (A) or (B) below, or (2) if the proposed assignee or transferee, or its parent company, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade; or

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.97.7 Mergers/Acquisitions

The terms and conditions of this Contract Offer shall continue in full force and in effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, terms and conditions, as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.97 Contract Offer No. 97 – DS3 Transport Service Offer (Cont'd)

22.97.8 Termination Liability

The termination liability language contained below applies in lieu of the termination liability language described in Section 7.4. Termination charges shall become due as of the effective date of the termination.

(A)If Customer terminates this Contract Offer or is not in compliance with the Terms and Conditions of this Contract Offer, the Customer will be liable for a termination charge which shall be equal to $12,200 per month for the balance of the Term Period and will be calculated as follows:

$12,200 x (months remaining in Term Period) = Termination Charge

Example: If the Contract Offer, is terminated after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month Term Period, the termination charge would be calculated as:

$12,200 X 24 months = $292,800 Termination Charge

Upon termination of this Contract Offer, all Subject Services provided under this Contract Offer will be converted to the prevailing applicable monthly (extension) rates, described in Section 21.5.2.7. (N)

(B)If Customer terminates Subject Services provided under this Contract Offer prior to the completion of the Service Term, the Customer will be liable for a termination charge which shall be equal to 50% of the MRC for the Subject Services for the balance of the Service Term, and will be calculated as follows:

(MRC) multiplied by (months remaining in Service Term) multiplied by (termination liability percentage of 50%) = Termination Charge

Example: If the Subject Service has a $975 MRC and is terminated after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month Service Term, the termination charge would be calculated as:

$975 X 24 months x 50% = $11,700 Termination Charge

ACCESS SERVICE

22. (1) (D)

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(1) Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 98 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-819

22. [1] (D)

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[1] See footnote (1) on page 22-819

22. [1] (D)

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[1] See footnote (1) on page 22-819

22. [1] (D)

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[1] See footnote (1) on page 22-819

22. (1) (D)

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(1) See footnote (1) on page 22-819

22. [1] (D)

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[1] See footnote (1) on page 22-819

(N)

22. Pricing Flexibility Contract Offerings

22.99 Contract Offer No. 99 – DS1/DS3 High Capacity Service Offer

22.99.1 General Description

DS1/DS3 High Capacity Service Offer (Contract Offer No. 99) is an access services discount pricing plan that permits Customers who meet the eligibility criteria described in Section 22.99.2 and the terms and conditions in Section 22.99.3 to pay the discounted rates listed in Section 22.99.7 for certain DS1 and DS3 High Capacity Services.

Contract Offer No. 99 is only available for subscription March 8, 2006 through April 8, 2006. This offer is not renewable.

22.99.2 Eligibility Criteria

The following eligibility criteria must be met to subscribe to Contract Offer No. 99:

(A) Services must be located in the following pricing flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs):

Chicago, Rockford, IL; Anderson, Bloomington, Indianapolis, Kokomo, Muncie, South Bend, IN; Battle Creek, Detroit/Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing, MI; Madison, Milwaukee, WI; and Columbus, Toledo OH.

(B) Contract Offer No. 99 applies to pricing- flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff section:

DS1 and DS3 Services – Ameritech Operating Companies Tariff F.C.C. No. 2, Section 21.5.2.7.

22.99.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date the Telephone Company receives the Customer’s Letter of Subscription (LOS).

At the expiration of the Term Period, the Customer may select payment options provided in Section 7.5.9 and Section 21.5.2.7.

If, at expiration of the Term Period, the Customer does not elect a payment option from the sections noted above or disconnect service, the Subject Services will be converted to the prevailing monthly extension rates in Section 7.5.9 and Section 21.5.2.7.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.99 Contract Offer No. 99 – DS1/DS3 High Capacity Service Offer (Cont'd)

22.99.3 Terms and Conditions (Cont'd)

(B) Other Terms and Conditions

(1) Contract Offer No. 99 is available for subscription only from March 8, 2006 through April 8, 2006.

(2) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(3) If the Customer discontinues service or otherwise fails to comply with the terms and conditions of the Contract Offer No. 99 during the Term Period, termination liability charges will apply in accordance with Section 22.99.9.

(4) If, after the Customer has submitted an access service request and prior to the commencement of the service term for newly purchased Subject Services, the Customer cancels the access service request, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(5) If the Customer requests additional services, features or functions not included in Section 22.99.7, the Customer must pay the applicable tariff rates for those services, features and functions, as provided in Section 7-Special Access Service or Section 21-Metropolitan Statistical Area Access Services, depending on the service type.

(6) The Customer shall convert any existing DS1 and DS3 Unbundled Network Element Loops (UNE-L), DS1 and DS3 Enhanced Extended Links (EELs), and DS1 and DS3 Unbundled Dedicated Transport (UDT) (collectively referred to as "Identified UNEs") to special access Subject Services in the MSAs listed in Section 22.99.2 (A) if the Telephone Company has designated such Identified UNEs as non-impaired.

(7) Subject to the procedures in Sections (8) and (9) below, during the Term Period, the Customer shall not purchase Identified UNEs that have been designated as non-impaired, as set forth in Subsection (6) above in the MSAs listed in Section 22.99.2 (A), but instead shall purchase special access Subject Services at the discounted rates pursuant to this Contract Offer.

(8) Within five business days after the Customer's subscription to this Contract Offer, the Customer shall begin submission of the Access Service Requests (ASRs) necessary to convert existing Identified UNEs that have been designated as non-impaired by the Telephone Company to special access Subject Services.

(9) Billing at the discounted rates set forth in Section 22.99.7 for existing Identified UNEs to be converted to special access Subject Services, pursuant to this Contract Offer, shall commence upon receipt of the first ASR, as described in (8), above. Billing at the discounted rates set forth in 22.99.7 for Identified UNEs that, in the future, are designated as non-impaired and converted to special access during the Term Period shall commence upon receipt of the Customer's ASR. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.99 Contract Offer No. 99 – DS1/DS3 High Capacity Service Offer (Cont'd)

22.99.3 Terms and Conditions (Cont'd)

(B) Other Terms and Conditions (Cont'd)

(10) Subject to the provisions herein, during the Term Period, the Customer shall not self-certify that it is entitled to obtain Identified UNEs that have been designated by the Telephone Company as non-impaired, as set forth in Subsection (6) of this Section. Instead, the Customer shall purchase special access Subject Services to replace such Identified UNEs at the discounted rates provided in this Contract Offer. If the Customer converts Subject Services to UNEs, it must submit access service requests to the Telephone Company for such conversion.

(11) The Customer may convert a maximum of sixty-two (62) existing DS1 Subject Services and a maximum of four (4) existing DS3 Subject Services to the rates, terms, and conditions pursuant to this Contract Offer. All such existing DS1 and DS3 Subject Services included shall count toward the in-service requirement described in Section 22.99.5, provided that the following conditions have been met:

(a) The Customer must meet all the terms and conditions of this Contract Offer;
(b) The Customer must submit its desire to exercise this option in writing within 30 days of subscription;
(c) The Subject Service must currently be under a term payment plan provided by the Telephone Company; and
(d) The Subject Service must have been purchased in the calendar year of 2005.

(12) The Customer must meet the minimum purchase requirements set forth in Section 22.99.4 in order to receive the discounted rates provided under this Contract Offer.

(13) The Customer must meet the in-service level requirements set forth in Section 22.99.5 pursuant to this Contract Offer.

(14) The Customer may move or disconnect DS1 or DS3 Subject Services within the MSAs listed in Section 22.99.2 under this Contract Offer, as provided in Section 22.99.6.

(15) The Telephone Company shall waive any termination liability charges that would otherwise apply pursuant to Ameritech Tariff F.C.C. No. 2, Section 22, Contract Offer No. 57, for existing Subject Services to be provided pursuant to this Contract Offer. Termination liability charges shall otherwise apply according to the terms of the applicable tariff.

(16) Commingling, as defined in F.C.C. No. 2, Section 2.6, is prohibited.

(17) This Contract Offer cannot be combined with any other contract offer or discount offer.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.99 Contract Offer No. 99 – DS1/DS3 High Capacity Service Offer (Cont'd)

22.99.4 Minimum New Purchase Requirements

(A) The Customer must purchase new Subject Services as provided herein at the rates, terms and configurations set forth in Section 22.99.6. Conversion of Identified UNEs to Special Access Subject Services, as described in Section 22.99.3 (B) (6), or conversion of existing Special Access services to Subject Services, as described in Section 22.99.3 (B) (11), does not count toward the Customer's minimum new purchase requirements.

(1) Within six (6) months of subscription to this Contract Offer, the Customer must purchase at least six (6) new DS3s and sixty (60) new DS1s;

(2) Within the first eighteen (18) months of the commencement of the Term Period of this Contract Offer, the Customer must have purchased a total of at least eighteen (18) new DS3s and one hundred twenty (120) new DS1s; and

(3) A Local Distribution Channel must be ordered for each new DS1 or DS3 for that service to be counted toward the minimum new purchase requirements.

22.99.5 In-Service Level Requirements

(A) The Customer must meet and maintain the annual minimum in-service level requirement for each year of the five (5) year Term Period for Subject Services. The in-service level requirement that must be attained by the end of the first year of the Term Period (Year 1) shall be established upon receipt of the Customer's LOS. The following Subject Services provided under this Contract Offer shall count toward the in-service level requirement:

(1) Subject Services purchased under this Contract Offer pursuant to Section 22.99.4;
(2) DS1 and DS3 Identified UNEs converted to Special Access Subject Services, as provided in Section 22.99.3 (B) (6); and
(3) Converted Special Access DS1 and DS3 services provided pursuant to Section 22.99.3 (B) (11) of this Contract Offer.

Any other DS1 and DS3 services purchased by the Customer will not count toward the in-service level requirements listed in Table 1.

Table 1 – In-Service Levels

Year	DS1 Minimum	DS1 Maximum	DS3 Minimum	DS3 Maximum
1	155	350	20	60
2	215	350	32	60
3	215	350	44	60
4	215	350	44	60
5	215	350	44	60

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.99 Contract Offer No. 99 – DS1/DS3 High Capacity Service Offer (Cont'd)

22.99.5 In-Service Level Requirements (Cont'd)

(A) (Cont'd)

DS1 or DS3 services in excess of the maximum in-service level for that service will not be provided pursuant to this Contract Offer, but instead will be provided at the prevailing tariff rates available in Sections 7.5.9 or 21.5.2.7, depending on the MSA relief level in effect at the time the service is ordered.

(B) If the Customer fails to meet the minimum in-service level requirements as of the anniversary date of each term year, the Customer must make Shortfall Payments as set forth below.

Shortfall Payments

Total in-service levels of Subject Services shall be reviewed annually (at anniversary of each term year) for the purpose of determining shortfall payment requirements. If, at the time of each review, the Customer has not met its in-service level requirement for Subject Services for that term year, as listed in Table 1, the Customer will be required to make a Shortfall Payment. The Shortfall Payment shall be calculated as follows:

(1) $2,160 for each DS1 by which the Customer falls short of the required in-service level; and
(2) $9,600 for each DS3 by which the Customer falls short of the required in-service level.

Example:

If in-service DS1 level at end of Year 1 = 140 and in-service DS3 level = 23, then:

DS1 shortfall = (155 – 140) x ($2,160)= $32,400
DS3 shortfall = (28-23) x ($9,600)= $48,000
Total shortfall charge Year 1 = $32,400 + $48,000 = $80,400

22.99.6 Portability

The Customer may move or disconnect DS1s or DS3s purchased or converted under this Contract Offer without incurring termination liability charges, provided the Customer achieved and maintained the minimum in-service levels outlined in Section 22.99.5 (A), Table 1, based upon the quarterly review process provided herein.

Beginning with Year 2, a quarterly review shall be conducted by the Telephone Company every three (3) months throughout the Term Period. This review is for the purpose of determining Customer eligibility for credits of termination liability charges associated with moves and disconnections. Verification will be done thirty (30) days after the close of each quarter. Total in-service levels will be based on Subject Services purchased or converted under this Contract Offer, as described in Section 22.99.5 (A).

Portability Credits

If the Customer's in-service levels at the end of any quarter during the Term Period are equal to or greater than the required in-service levels applicable at the end of the previous year of the Term Period, the Telephone Company will credit any termination liability charges for services moved or disconnected during the quarter.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.99 Contract Offer No. 99 – DS1/DS3 High Capacity Service Offer (Cont'd)

22.99.7 Rates and Charges

(A) The Customer shall pay the following discounted rates for DS1s with configurations of 1 Local Distribution Channel (LDC) and no Channel Mileage (CM), and 1 Local Distribution Channel (LDC), 2 Channel Mileage Terminations (CMTs) and CM:

Table 2

Product	Configuration	Transport Mileage	Rate
DS1	1 LDC	0	$95
DS1	1 LDC, 2 CMTs, CM	1-10	$160
DS1	1 LDC, 2 CMTs, CM	11-20	$180
DS1	1 LDC, 2 CMTs, CM	21-30	$230
DS1	1 LDC, 2 CMTs, CM	31-40	$280
DS1	1 LDC, 2 CMTs, CM	41-50	$330
DS1	1 LDC, 2 CMTs, CM	51-60	$380

(B) The Customer shall pay the following discounted rates for DS1s with configurations of 2 LDCs and no mileage, and 2 LDCs, 2 CMTs and CM:

Table 3

Product	Configuration	Transport Mileage	Rate
DS1	2 LDC	0	$190
DS1	2 LDC, 2 CMTs, CM	1-10	$255
DS1	2 LDC, 2 CMTs, CM	11-20	$275
DS1	2 LDC, 2 CMTs, CM	21-30	$325
DS1	2 LDC, 2 CMTs, CM	31-40	$375
DS1	2 LDC, 2 CMTs, CM	41-50	$425
DS1	2 LDC, 2 CMTs, CM	51-60	$475

(N)

(This page filed under Transmittal No. 1533)

Issued: March 7, 2006 Effective: March 8, 2006

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.99 Contract Offer No. 99 – DS1/DS3 High Capacity Service Offer (Cont'd)

22.99.7 Rates and Charges (Cont'd)

(C) The Customer shall pay the following discounted rates for DS3 Subject Service rate elements:

Product	Rate Element	USOC	Rate
DS3	Local Distribution Channel	TZUP1 TZUP2 TZUP3 TZUP4 TZUP5	$800
DS3	Channel Mileage Termination	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	$240
DS3	Channel Mileage	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	$33.60
DS3	3/1 Central Office Multiplexer	QM3X1 QM3X2 QM3X3 QM3X4 QM3X5	$400
DS3	1/0 Central Office Multiplexer	QMVX1 QMVX2 QMVX3 QMVX4 QMVX5	$205

A Local Distribution Channel must be ordered to both receive the discounted rates specified in section 22.99.7(A), (B) and (C), and be considered toward the in-service level requirements specified in section 22.99.5.

22.99.8 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 99 pursuant to Ameritech F.C.C. No. 2, Section 2.1.2, the Telephone Company will acknowledge such transfer or assignment if the criteria in Ameritech F.C.C. No. 2, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.99 Contract Offer No. 99 – DS1/DS3 High Capacity Service Offer (Cont'd)

22.99.8 Assignment and Transfer (Cont'd)

(A) (Cont'd)

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

22.99.9 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in Ameritech F.C.C. No. 2, Section 7. If the Customer fails to comply with the terms and conditions of this Contract Offer, or terminates this Contract Offer before the completion of the term period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 22.99.2 or the Terms and Conditions in Section 22.99.3. These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described below.

The Customer's termination liability charges shall be equal to 50 percent of all Monthly Recurring Charges for the balance of the Customer's five (5) year Term Period, and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in Term Period) multiplied by (termination liability percentage of 50 percent)

Example: Customer has $200,000 in Monthly Recurring Charges. If Customer terminates service after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month Term Period, then the termination liability would be calculated as:

($200,000 X 24 months) X 50% = $2,400,000 Termination Liability

(N)

22. [1] (D)

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[1] Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 100 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-834

22. [1] (D)

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[1] See footnote (1) on page 22-834

22. [1] (D)

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[1] See footnote (1) on page 22-834

(This page filed under Transmittal No. 1666)

22. [1] (D)

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[1] See footnote (1) on page 22-834

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Issued: January 24, 2008 Effective: February 8, 2008

22. (1) (D)

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(1) See footnote (1) on page 22-834

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 101 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

(This page filed under Transmittal No. 1666)

22. (1) (D)

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(1) See footnote (1) on page 22-840

22. (1) (D)

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(1) See footnote (1) on page 22-840

22. [1] (D)

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[1] See footnote (1) on page 22-840

22. [1] (D)

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[1] See footnote (1) on page 22-840

22. Pricing Flexibility Contract Offerings

22.102 Contract Offer No. 102 – (1) Offer (D)

22.102.1 General Description

Contract Offer No. 102 – (1) Offer is an access discount pricing plan that provides the Customer discounted rates for fourteen (14) existing (1) and subtending services. (D) (D)

This Contract Offer is available for subscription from March 16, 2006 to April 16, 2006.

22.102.2 Service Qualifications

(A) This Contract Offer applies to pricing-flexibility-qualified services (hereafter referred to as Subject Services) contained in the following tariff section(s):

(1) DS1 and DS3 Service – Ameritech Operating Companies Tariff F.C.C. No. 2, Sections 7.2.9, 7.5.9 and 21.5.2.7; and
(2) (1) – Ameritech Operating Companies Tariff F.C.C. No. 2, Sections (1), (1) and (1). (D) (D)

(B) Subject Services provided under this Contract Offer must be:

(1) Located in the following Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to MSAs): Chicago, IL; Cleveland, OH; Columbus, OH; Detroit, MI; Indianapolis, IN; and Lansing MI;
(2) Used by the Customer only in the provisioning of commercial mobile radio service;
(3) Existing (1); or (D)
(4) Subtending DS1 and DS3 Services where:
  (a) DS1 circuits shall provide non-channelized point to point transport between a cell site and DS3 Hubs; and
  (b) DS3 Hubs shall provide point to point transport between central office multiplexing arrangements and the (1) equipment. (D)

(C) Services that are jointly provided by the Telephone Company and another telecommunications company are not eligible for inclusion in this Contract Offer.

22.102.3 Eligibility Criteria

The Customer must meet the following eligibility criteria to subscribe to this Contract Offer:

(A) The Customer must have thirteen (13) existing (1) that were installed by the Telephone Company prior to December 1, 2001 in the MSAs described in 22.102.2 (B) (1). (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 102 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

(This page filed under Transmittal No. 1666)

Issued: January 24, 2008
Effective: February 8, 2008

22. Pricing Flexibility Contract Offerings (Cont'd)

22.102 Contract Offer No. 102 – [1] Offer (Cont'd) (D)

22.102.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be twenty-four (24) months, commencing on the date the Telephone Company receives the Letter of Subscription (LOS) from the Customer. Upon expiration of the Term Period, this Contract Offer will be automatically extended on a monthly basis until terminated by either party upon ninety (90) days written notice to the other. Upon termination, the Subject Services shall be converted to the prevailing applicable monthly (extension) rates, described in Section 21.5.2, unless the Customer selects a payment plan, described in Section 7.4.10, or disconnects the Subject Services.

(B) General

(1) Subject Services, described in Section 22.102.2, are subject to certain rates, charges and general terms and conditions described in Ameritech Operating Companies Tariff F.C.C. No 2, Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer.

(2) All terms and conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.

(3) The Customer may not include Subject Services provided under this Contract Offer in any other contract offer, promotional offering (Section 17), or other discount plan (i.e: MVP).

(4) Commingling shall be defined as provided in Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.

(5) If the Customer terminates this Contract Offer in its entirety during the Term Period, termination liability charges shall apply in accordance with Section 22.102.8.

(6) The Customer must provide the Telephone Company with a LOS.

[1] See footnote (1) on page 22-845.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.102 Contract Offer No. 102 – (1) Offer (Cont'd) (D)

22.102.4 Terms and Conditions (Cont'd)

(B) General (Cont'd)

(1) Subject Services provided under this Contract Offer:

(a) Shall be used by the Customer only in the provisioning of commercial mobile radio service; and
(b) Shall be subject to the Rates and Charges outlined in 22.102.5.

(2) The Customer may not change the configuration of any existing (1) under this Contract Offer. (D)

(3) The Customer may purchase new subtending DS1 and DS3 Subject Services as described in 22.102.2 (B) (4) under this Contract Offer during the Term Period.

(C) Service Terms

(1) The (1), new subtending DS1 and new DS3 Subject Services provided under this Contract Offer shall be subject to a termination liability charge in accordance with 22.102.8 (B) if they are disconnected prior to the completion of the Term Period. (D)

(2) Subtending DS1 and DS3 Subject Services installed prior to the commencement of the Term Period and provided under this Contract Offer shall not be subject to a termination liability charge in accordance with 22.102.8 (B) if they are disconnected prior to the completion of the Term Period.

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(1) See footnote (1) on page 22-845.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.102 Contract Offer No. 102 – [1] Offer (Cont'd) (D)

22.102.4 Terms and Conditions (Cont'd)

(C) DS1 In-Service Volume Commitment (DIVC)

The Customer must maintain a DS1 In-Service Volume Commitment (DIVC) for all subtending DS1 Subject Services as described in 22.102.2 (B) (4), provided under this Contract Offer.

(1) The DIVC Level shall be established upon the commencement of the Term Period as 70% of the existing qualified subtending DS1 Subject Services; and

Example: Upon commencement of the Term Period, the Customer has 3,500 existing subtending DS1 Subject Services. The DIVC Level shall be established as 3,500 x 70% = 2,450.

(2) The DIVC will be reviewed quarterly:

(a) Upon each quarterly review, if the count of subtending DS1 Subject Services is less than the DIVC Level, then the Customer must purchase additional Subject Services prior to the next DIVC quarterly review; and
(b) Upon the second consecutive DIVC quarterly review when the count of subtending DS1 Subject Services is less than the DIVC Level, this Contract Offer will be terminated and termination liability charges shall apply in accordance with 22.102.8 (A).

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[1] See footnote (1) on page 22-845.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.102 Contract Offer No. 102 – (1) Offer (Cont'd) (D)

22.102.5 Rates and Charges

The Customer must pay the following Monthly Recurring Charge (MRC) for the Subject Services provided under this Contract Offer.

Rate Element	Applicable USOC	MRC	
(1)			(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
DS1 Circuits			
per circuit – includes Local Distribution Channel, Channel Mileage Termination and Channel Mileage		$260.00	
DS3 Hubs			
per circuit – includes Central Office Multiplexing, Channel Mileage Termination and Channel Mileage		$305.00	

The Customer must pay the following non recurring charges (NRCs) for the installation of each new Subject Service provided under this Contract Offer.

Rate Element	Applicable USOC	NRC
Design and Central Office Charge, per circuit	NRMF*	$0.00
Customer Connection Charge, per termination	NRMG*	$0.00
*Where * equals 1,2,3,4 or 5*		

Any rate elements not described herein will be subject to the applicable rates provided in Sections 7.5 and 21.5.2.

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(1) See footnote (1) on page 22-845.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.102 Contract Offer No. 102 – (1) Offer (Cont'd) (D)

22.102.6 Assignment/Transfer/Successors

If the Customer wishes to assign or transfer its rights and obligations of this Contract Offer, the Customer shall comply with the requirements of F.C.C. No. 2, Section 2.1.2. The Telephone Company shall acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 2, Section 2.1.2, unless (1) the proposed assignee or transferee fails to establish credit worthiness under one of the criteria provided in (A) or (B) below, or (2) if the proposed assignee or transferee, or its parent company, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade; or

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (i.e.: Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.102.7 Mergers/Acquisitions

The terms and conditions of this Contract Offer shall continue in full force and in effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, terms and conditions, as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

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(1) See footnote (1) on page 22-845.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.102 Contract Offer No. 102 – (1) Offer (Cont'd) (D)

22.102.8 Termination Liability

The termination liability language contained below applies in lieu of the termination liability language described in Section 7.4. Termination charges shall become due as of the effective date of the termination.

(A) If the Customer terminates this Contract Offer during the Term Period, or is not in compliance with the Terms and Conditions of this Contract Offer, then the Customer will be liable for a termination charge which shall be equal to $800,000 per month for the balance of the Term Period and will be calculated as follows:

$800,000 x (months remaining in Term Period) = Termination Charge

Example: If the Contract Offer, is terminated after sixteen (16) months and has eight (8) months remaining in the twenty-four (24) month Term Period, the termination charge would be calculated as:

$800,000 X 8 months = $6,400,000 Termination Charge

Upon termination of this Contract Offer, all Subject Services provided under this Contract Offer will be converted to the prevailing applicable monthly (extension) rates, described in Section 21.5.2.

(B) If the Customer terminates Subject Services provided under this Contract Offer prior to the completion of the Service Term during the Term Period, then the Customer will be liable for a termination charge which shall be equal to 50% of the MRC for the Subject Services for the balance of the Term Period, and will be calculated as follows:

(MRC) multiplied by (months remaining in Term Period) multiplied by (termination liability percentage of 50%) = Termination Charge

Example: If the Subject Service has a $260 MRC and is terminated after sixteen (16) months and has eight (8) months remaining in the twenty four (24) month Term Period, the termination charge would be calculated as:

$260 X 8 months x 50% = $1,040 Termination Charge

(1) See footnote (1) on page 22-845.

(N)

22. Pricing Flexibility Contract Offerings

22.103 Contract Offer No. 103 – DS3 Interoffice Transport Service Offer

22.103.1 General Description

The DS3 Interoffice Transport Service Offer (Contract Offer No. 103) is an access services discount pricing plan that permits Customers who meet the Eligibility Criteria in Section 22.103.3 and the Terms & Conditions in Section 22.103.4 to purchase Subject Services in Section 22.103.2 at discounted rates listed in Section 22.103.6. Subject Services under Contract Offer No. 103 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) described in Section 22.103.3 (B).

Contract Offer No. 103 is available for subscription from March 21, 2006 through April 21, 2006. This Contract Offer is not renewable.

22.103.2 Subject Services

(A) Discounted rates and portability provided under Contract Offer No. 103 apply to pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

Subject Service	Description Rate Regulation	Phase II MSA Rates and Charges
DS3 High Capacity Service	7.2.9	21.5.2.7 (C)

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

22.103.3 Eligibility Criteria

The following eligibility criteria must be in order to subscribe to Contract Offer No. 103:

(A) Services must be pricing flexibility qualified access services listed in Section 22.103.2 (A);
(B) This Contract Offer is only applicable to services located in the Chicago, IL MSA;
(C) The DS3 service must terminate in a collocated facility; and
(D) The Customer must have DS3 Unbundled Network Element Standalone Loops (UNE-L), Enhanced Extended Links (EELs), or Unbundled Dedicated Transport (UDT) in the MSA noted in Section (B) herein.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.103 Contract Offer No. 103 - DS3 Interoffice Transport Service Offer (Cont'd)

22.103.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date the Telephone Company receives the Letter of Subscription (LOS) from the Customer. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options described in Ameritech Tariff F.C.C. No. 2, Section 21 for DS3 Service.

If, at the expiration of the Customer's Contract Term Period, the Customer does not choose to disconnect service or select a payment option from the Sections above, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 21.

(B) Rate stability under Contract Offer No. 103 applies only to the rates specific to this Contract Offer as outlined in Section 22.103.6 of this Contract Offer. Purchase of the services listed above under Contract Offer No. 103 are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, 7-Special Access Services and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(C) Contract Offer No. 103 is available for subscription from March 21, 2006 through April 21, 2006.

(D) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company in order to subscribe to this Contract Offer. The LOS must be submitted during the Contract availability period noted in Section (C) herein.

(N)

(This page filed under Transmittal No. 1540)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.103 Contract Offer No. 103 - DS3 Interoffice Transport Service Offer (Cont'd)

22.103.4 Terms and Conditions (Cont'd)

(E) The Customer must convert all existing DS3 Unbundled Network Element (UNE) services to an equivalent Special Access upon subscription to this Contract Offer.

(F) The Customer must purchase twenty-one (21) new DS3 services within two (2) months of subscription to this Contract Offer.

(G) Customer must maintain a minimum of thirty-nine (39) DS3 services but no more than one hundred (100) DS3 services under this Contract Offer during the Term Period.

(H) DS3 services under this Contract Offer must be ordered consistent with the mileage bands identified in Section 22.103.6, and must not exceed 50 miles.

(I) DS3 services under this Contact Offer must terminate in collocated facilities.

(J) Commingling of services, as defined in Section 2.6 of Tariff F.C.C. No. 2, is prohibited.

(K) The Customer will not be able to combine this Contract Offer with any other promotional, contract offering, or discount plan in conjunction with this Contract Offer.

22.103.5 Portability

The Customer may move one end of the DS3 service without incurring termination liability provided the following:

(A) The DS3 service has been in-service for at least one (1) year, and
(B) At least one termination point remains unchanged as a result of the move.

(N)

(This page filed under Transmittal No. 1540)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.103 Contract Offer No. 103 - DS3 Interoffice Transport Service Offer (Cont'd)

22.103.6 Rates and Charges

DS3 Interoffice Transport Rates and Charges:

The Customer shall pay the following Monthly Recurring Charges (MRC) for DS3 Interoffice Transport under this Contract Offer:

Monthly Recurring Charge (MRC):

Description	USOC	Qty	MRC
Mileage (1-15 miles)			$745
Channel Mileage Termination	CZ4X+	2	
Channel Mileage	1YZX+	1-15	
Mileage (16-30 miles)			$835
Channel Mileage Termination	CZ4X+	2	
Channel Mileage	1YZX+	16-30	
Mileage (31-50 miles)			$915
Channel Mileage Termination	CZ4X+	2	
Channel Mileage	1YZX+	31-50	

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.103 Contract Offer No. 103 - DS3 Interoffice Transport Service Offer (Cont'd)

22.103.7 Assignment and Transfer

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

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

22.103.8 Mergers and Acquisitions

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

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.103 Contract Offer No. 103 - DS3 Interoffice Transport Service Offer (Cont'd)

22.103.9 Termination Liability

Termination liability language, described below, applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 7. If the Customer terminates this Contract Offer before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination Liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 22.103.3, or the Terms and Conditions in Section 22.103.4.

These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described below.

The Customer's termination liability charges shall be equal to:

50% of all Monthly Recurring Charges for the balance of the Customer's five (5) year Term Period for all services provided under this Contract Offer.

The termination liability charge shall be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in Term Period) multiplied by (Termination percentage of 50%)

Example: A Customer with a $1,000 Monthly Recurring Charge terminates service after three (3) years, and has twenty-four (24) months remaining on the five (5) year Term Period. The termination liability would be calculated as:

($1,000 X 24 months) X 50% = $12,000 termination liability charge

Upon termination of this Contract Offer, all remaining in-service Subject Services will convert back to the prevailing tariff rates, as found in Section 21, according to the term plan that the services were ordered under at original purchase. (N)

22. Pricing Flexibility Contract Offerings

22.104 Contract Offer No. 104 – Access Extension Offer

22.104.1 General Description

Contract Offer No. 104 – Access Extension Offer is an access discount plan that provides qualified customers with a credit for attainment of a Monthly Billing Commitment (MBC), as described in Section 22.104.4 (B).

This Contract Offer is available for subscription from March 30, 2006 to April 30, 2006.

22.104.2 Eligibility Criteria

The Customer must meet the following eligibility criteria to subscribe to this Contract Offer:

(A) Customer must be currently subscribed to MVP pursuant to Section 19 with an MVP Term Period that expires in 2006; and

(B) The Customer's MVP MARC must be less than $25,000,000 and must be greater than $12,000,000.

22.104.3 Contributory Services

Qualified Access Services, as described in Ameritech Operating Companies Tariff F.C.C. No. 2, Section [1], shall be deemed as Contributory Services for attainment of the MBC as described in 22.104.4 (B). (D)

(A) Contributory Subject Services

Contributory Services provided by the Telephone Company in the Metropolitan Statistical Areas (MSAs), as listed in Section 21.2, shall be deemed "Contributory Subject Services" under this Contract Offer. Contributory Subject Services are eligible for the monthly credit provided under this Contract Offer.

(B) Contributory Non-Subject Services

Contributory Services provided by the Telephone Company outside of the MSAs, as listed in Section 21.2, shall be deemed "Contributory Non-Subject Services" under this Contract Offer. Contributory Non-Subject Services shall not be eligible for the monthly credit provided under this Contact Offer.

[1] Material previously contained in this section has been deleted. OCN PTP and DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 104 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.104 Contract Offer No. 104 – Access Extension Offer (Cont'd) (N)

22.104.4 Terms and Conditions

(A) Term Period

Following subscription to this Contract Offer, the contract term (Term Period) shall be three (3) months commencing upon the expiration of the Customer's existing MVP agreement.

(B) Monthly Billing Commitment (MBC)

Pursuant to this Contract Offer, the Customer must attain the MBC for each month of the Term Period as described herein to be eligible for credits, as described in 22.104.5. The Customer's MBC shall be equal to 1/12th of their existing MVP MARC.

Attainment of the MBC will be determined monthly by the Telephone Company. The Telephone Company will compare the MBC to the combined total of the monthly recurring billing for Contributory Subject Services and Contributory Non-Subject Services.

Example: Upon subscription the Customer's existing MVP MARC is $12,120,000. The MBC would be ($12,120,000 x 1/12) or $1,010,000. At the end of Month 1, the Telephone Company billed the Customer $840,000 for Contributory Subject Services and $200,000 for Contributory Non-Subject Services, for a total monthly recurring billing of $1,040,000. Since the Customer attained its MBC, the Customer shall be eligible to receive the credit provided under this Contract Offer.

Failure to attain the MBC

If the monthly recurring billing is less than the MBC:

(1) The Customer must remit the difference between the actual monthly recurring billing and the MBC to the Telephone Company upon notification; and

(2) The Customer forfeits the monthly credit as provided in 22.104.5 for that month.

(N)

(This page filed under Transmittal No. 1541)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.104 Contract Offer No. 104 – Access Extension Offer (Cont'd)

22.104.4 Terms and Conditions (Cont'd)

(A) General

(1) Contributory Services, described in Section 22.104.3, are subject to certain rates, charges and general terms and conditions described in Ameritech Operating Companies Tariff F.C.C. No. 2, Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer.

(2) All Terms and Conditions for the Contributory Services provided under this Contract Offer are governed by their otherwise applicable tariff sections.

(3) If the Customer terminates this Contract Offer in its entirety during the Term Period, termination liability charges shall apply in accordance with Section 22.104.8.

(4) To subscribe to this Contract Offer, the Customer must provide the Telephone Company with a Letter of Subscription.

(5) The Customer may not subscribe to a new MVP Agreement, as described in (1), during the Term Period of this Contract Offer. (D)

22.104.5 Monthly Credits

The Customer shall be eligible to receive a monthly credit under this Contract Offer, provided the Customer meets all the terms and conditions of this Contract Offer. Upon the monthly verification of the Customer's attainment of the MBC as described in 22.104.4(B), the Telephone Company shall apply a monthly credit to the Contributory Subject Services.

The monthly credit shall equal $254,800.00

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(1) See footnote (1) on page 22-858.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.104 Contract Offer No. 104 – Access Extension Offer (Cont'd)

(N)

22.104.6 Assignment/Transfer/Successors

If the Customer wishes to assign or transfer its rights and obligations of this Contract Offer, the Customer shall comply with the requirements of F.C.C. No. 2, Section 2.1.2. The Telephone Company shall acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 2, Section 2.1.2, unless (1) the proposed assignee or transferee fails to establish credit worthiness under one of the criteria provided in (A) or (B) below, or (2) if the proposed assignee or transferee, or its parent company, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade; or

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (i.e: Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

(N)

(This page filed under Transmittal No. 1541)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.104 Contract Offer No. 104 – Access Extension Offer (Cont'd)

(N)

22.104.7 Mergers/Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, terms and conditions, as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

22.104.8 Termination Liability

If the Customer terminates this Contract Offer during the Term Period, or is not in compliance with the Terms and Conditions of this Contract Offer, then the Customer will be liable for a termination charge which shall be equal to all Monthly Credits provided under this Contract Offer. The termination charge shall become due as of the effective date of the termination.

If the Customer elects to terminate this Contract Offer the Customer must provide written notification to the Telephone Company of their intent to terminate and the effective date of the termination.

Example: If the Contract Offer is terminated after one (1) month and the Customer received a credit of $254,800.00 for that month, the termination charge shall be calculated as:

$254,800.00 x 1 = $254,800.00

(N)

(This page filed under Transmittal No. 1541)

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 105 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

(This page filed under Transmittal No. 1666)

22. [1] (D)

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[1] See footnote (1) on page 22-863

22. [1] (D)

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[1] See footnote (1) on page 22-863

(This page filed under Transmittal No. 1666)

22. (1) (D)

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(1) See footnote (1) on page 22-863

22. Pricing Flexibility Contract Offerings

(N)

22.106 Contract Offer No. 106 – DS3 Interoffice Transport Service Offer

22.106.1 General Description

The DS3 Interoffice Transport Service Offer (Contract Offer No. 106) is an access services discount pricing plan that permits Customers who meet the Eligibility Criteria in Section 22.106.3 and the Terms & Conditions in Section 22.106.4 to purchase Subject Services in Section 22.106.2 at discounted rates listed in Section 22.106.5. Subject Services under Contract Offer No. 106 are available only in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) described in Section 22.106.3 (B).

Contract Offer No. 106 is available for subscription from April 7, 2006 through May 7, 2006. This Contract Offer is not renewable.

22.106.2 Subject Services

(A) Discounted rates provided under Contract Offer No. 106 apply to pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

Subject Service	Description Rate Regulation	Phase II MSA Rates and Charges
DS3 High Capacity Service	7.2.9	21.5.2.7 (C)

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

22.106.3 Eligibility Criteria

The Customer must meet the following eligibility criteria in order to subscribe to Contract Offer No. 106:

(A) Services must be pricing flexibility qualified access services listed in Section 22.106.2 (A);
(B) This Contract Offer is only applicable to services located in the Detroit, Flint, Grand Rapids, and Lansing, MI MSAs;
(C) Existing the DS3 subject services must terminate in a collocated facility; and
(D) The Customer must have existing DS1 and DS3 Unbundled Network Element Standalone Loops (UNE-L), Enhanced Extended Links (EELs), or Unbundled Dedicated Transport (UDT) (collectively referred to as “Identified UNEs”) in the MSAs listed in Section 22.106.3 (B).

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.106 Contract Offer No. 106 - DS3 Interoffice Transport Service Offer (Cont'd)

22.106.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is three (3) years commencing on the date the Telephone Company receives the Letter of Subscription (LOS) from the Customer. This offer is not renewable.

At the expiration of the Term Period, discounted rates provided in this Contract Offer will no longer be available. The Customer may choose from the payment options described in Ameritech Tariff F.C.C. No. 2, Section 21, for DS3 Service.

If, at the expiration of the Customer's Contract Term Period, the Customer does not choose to disconnect or select a payment option from the Sections above, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 21.

(B) Rate stability under Contract Offer No. 106 applies only to the rates specific to this Contract Offer as outlined in Section 22.106.5 of this Contract Offer. Purchase of the services listed in Section 22.106.2 (A) under Contract Offer No. 106 are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, 7-Special Access Services and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(C) Contract Offer No. 106 is available for subscription from April 7, 2006 through May 7, 2006.

(D) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company in order to subscribe to this Contract Offer. The LOS must be submitted during the Contract availability period noted in Section (C), herein.

(E) The Customer must convert thirty-three (33) existing DS3 Unbundled Network Element Loops (UNE-L), DS3 Enhanced Extended Links (EELs), and/or DS3 Unbundled Dedicated Transport (UDT) (collectively referred to as "Identified UNEs") to special access Subject Services, in the MSAs listed in Section 22.106.3 (B), if the Telephone Company has designated such Identified UNEs as non-impaired. The configuration of the service must remain the same as a result of the conversion.

(F) Subject to procedures in sections (G), (H), and (I) of this Section during the Term Period, the Customer shall not purchase Identified UNEs that have been designated as non-impaired, as set forth in subsection (E), above in the MSAs listed in Section 22.106.3 (B), but instead shall purchase special access Subject Services at the discounted rates pursuant to this Contract Offer. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.106 Contract Offer No. 106 - DS3 Interoffice Transport Service Offer (Cont'd)

22.106.4 Terms and Conditions (Cont'd)

(E) Billing at the discounted rates set forth in Section 22.106.5 for existing Identified UNEs to be converted to special access Subject Services pursuant to this Contract Offer shall commence upon receipt of the first Access Service Request (ASR), as described in (H), below. Billing at the discounted rates set forth in 22.106.5 for Identified UNEs that, in the future, are designated as non-impaired and converted to special access shall commence upon receipt of the Customer's access service request.

(H) Within five (5) business days after the Customer's subscription to this Contract Offer, the Customer shall begin submission of the Access Service Requests (ASRs) necessary to convert existing Identified UNEs that have been designated as non-impaired by the Telephone Company to special access Subject Services.

(I) Subject to the provisions herein, during the Term Period, the Customer shall not self-certify that it is entitled to obtain Identified UNEs that have been designated by the Telephone Company as non-impaired, as set forth in subsection (E), herein. Instead, the Customer shall purchase special access Subject Services to replace such Identified UNEs at the discounted rates provided in this Contract Offer. If the Customer converts Subject Services to UNEs, it must submit access service requests to the Telephone Company for such conversion.

(J) The Customer may purchase no more than seventy-five (75) DS3 new Subject Services at the discounted rates provided under this Contract Offer during the Term Period.

(K) The Customer must maintain a minimum of thirty-three (33) DS3 Subject Services, but no more than one-hundred eight (108) DS3 subject services, under this Contract Offer during the Term Period.

(L) DS3 Subject Services under this Contract Offer must be ordered consistent with the mileage bands identified in Section 22.106.5, and must not exceed 50 miles.

(M) DS3 Subject Services under this Contact Offer must terminate in collocated facilities.

(N) Commingling of services, as defined in Section 2.6 of Tariff F.C.C. No. 2, is prohibited.

(O) The Customer will not be able to combine this Contract Offer with any other promotional, contract offering, or discount plan in conjunction with this Contract Offer.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.106 Contract Offer No. 106 - DS3 Interoffice Transport Service Offer (Cont'd)

22.106.5 Rates and Charges

DS3 Interoffice Transport Rates and Charges:

The Customer shall pay the following Monthly Recurring Charges (MRCs) for DS3 Interoffice Transport under this Contract Offer:

Description	USOC	Qty	MRC
Mileage (1-10 miles)			$700
Channel Mileage Termination	CZ4X+	2	
Channel Mileage	1YZX+	1-10	
Mileage (11-20 miles)			$800
Channel Mileage Termination	CZ4X+	2	
Channel Mileage	1YZX+	11-20	
Mileage (21-30 miles)			$900
Channel Mileage Termination	CZ4X+	2	
Channel Mileage	1YZX+	21-30	
Mileage (31-40 miles)			$1000
Channel Mileage Termination	CZ4X+	2	
Channel Mileage	1YZX+	31-40	
Mileage (41-50 miles)			$1100
Channel Mileage Termination	CZ4X+	2	
Channel Mileage	1YZX+	41-50	

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.106 Contract Offer No. 106 - DS3 Interoffice Transport Service Offer (Cont'd)

22.106.6 Assignment and Transfer

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

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

22.106.7 Mergers and Acquisitions

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

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.106 Contract Offer No. 106 - DS3 Interoffice Transport Service Offer (Cont'd)

22.106.8 Termination Liability

Termination liability language, described below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 7. If the Customer terminates this Contract Offer before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination Liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 22.106.3 or the Terms and Conditions in Section 22.106.4.

These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described below.

The Customer's termination liability charges shall be equal to:

50% of all MRCs for the balance of the Customer's three (3) year Term Period for all services provided under this Contract Offer.

The termination liability charge shall be calculated as follows:

MRCs multiplied by (Months remaining in Term Period) multiplied by (Termination percentage of 50%)

Example: A Customer has $20,000 in MRCs and terminates this Contract Offer after two (2) years, and has twelve (12) months remaining on the three (3) year Term Period. The termination liability would be calculated as:

$20,000 X 12 months X 50% = $120,000 termination liability charge

Upon termination of this Contract Offer, all remaining in-service Subject Services will convert back to the prevailing tariff rates, as found in Section 21, according to the term plan that the services were ordered under at original purchase.

(N)

22. [1] (D)

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[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 107 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. (1) (D)

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(1) See footnote (1) on page 22-873

22. [1] (D)

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[1] See footnote (1) on page 22-873

22. [1] (D)

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[1] See footnote (1) on page 22-873

22. [1] (D)

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[1] See footnote (1) on page 22-873

22. [1] (D)

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[1] See footnote (1) on page 22-873

22. Pricing Flexibility Contract Offerings

22.108 Contract Offer No. 108 – Consolidated Network Offer

22.108.1 General Description

Contract Offer No. 108 – Consolidated Network Offer is a five (5) year access discount pricing plan that provides the Customer with discounted rates for new and existing qualified special access services for the consolidation of multiple networks to an (1) infrastructure. (D)

Contract Offer No. 108 is available for subscription April 22, 2006 through May 22, 2006. This Contract Offer is not renewable.

22.108.2 Service Qualifications

(A) This Contract Offer applies to access services that qualify for pricing flexibility (hereafter referred to as Subject Services), as provided in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2:

(1) Section 7.2.9 – DS1 and DS3 Service;
(2) Section (1) – (1); and (D)
(3) Section 7.2.12 – Sonet Xpress Service.

(B) Subject Services provided under this Contract Offer must be located in the following Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs): Kenosha, WI; Milwaukee/Waukesha, WI; Racine, WI.

22.108.3 Eligibility Criteria

The Customer must meet the following eligibility criteria at the time of subscription to this Contract Offer:

(A) The Customer must have a total of five (5) existing Sonet Xpress OC-12 Customer Premises Termination, Network Access Connections; and
(B) The Customer must have two (2) (1) that were installed by the Telephone Company prior to August 1, 2001. (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 108 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.108 Contract Offer No. 108 – Consolidated Network Offer (Cont'd)

(N)

22.108.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be sixty (60) months commencing on the date the Telephone Company receives a Letter of Subscription (LOS) from the Customer. The Term Period may be extended for up to forty-eight (48) additional months, in two (2), twenty-four (24) month Term Period extensions.

Upon the expiration of the Term Period, the Subject Services provided under this Contract Offer shall be subsequently provided under the prevailing applicable monthly extension rates found in Ameritech Tariff F.C.C No. 2, Sections 7.5 and 21.5.2, unless the Customer:

(1) Requests a twenty-four (24) month extension in writing sixty (60) days prior to the completion of the Term Period; or
(2) Selects applicable payment options in Ameritech Tariff F.C.C. No. 2, Sections 7.4.

(B) General

(1) Subject Services provided under this Contract Offer are subject to certain rates, charges and general terms and conditions described in Ameritech Tariff F.C.C. No. 2, Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(2) All Terms and Conditions for the Subject Services provided under this Contract Offer shall continue to be governed by the otherwise applicable tariff sections, except as provided herein.

(3) The Customer shall not include Subject Services provided under this Contract Offer in any other contract offer, promotional offering (Section 17), or other discount plan (e. g. MVP).

(4) To subscribe to this Contract Offer, the Customer shall provide the Telephone Company with an LOS.

(5) Commingling shall be defined as provided in Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.

(6) If the Customer terminates this Contract Offer or Subject Services provided under this Contract Offer during the Term Period, termination liability charges shall apply in accordance with Section 22.108.8.

(N)

(This page filed under Transmittal No. 1546)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.108 Contract Offer No. 108 – Consolidated Network Offer (Cont'd)

22.108.4 Terms and Conditions (Cont'd)

(C) Network Consolidation

(1) The two (2) new (1) shall each: (D)

(a) Consist of five (5) (1); (D)
(b) Consist of no more than forty (40) miles; and
(c) Be subject to the Rates and Charges outlined in 22.108.5 for (1) Infrastructure Bundles. (D)

(2) Upon installation of the (1), the Customer shall migrate services from all existing networks in the MSAs under this Contract Offer to the new (1) provided by the Telephone Company. (D) (D)

(3) Upon completion of the 24th month of the Term Period and through the duration of the Term Period, the Customer must maintain a total of at least seventy-five (75) DS3 (1) on Central Office (1) on the two (2) (1). (D)

(4) The Telephone Company shall waive the otherwise applicable Nonrecurring Charges (NRC) as described in 22.108.5 for the installation of the (1) and the migration of existing LT-1, DS1, LT-3 and DS3 services to the (1). (D) (D)

(5) The Customer shall use the (1) for the provisioning of transport facilities to the Customer's premises for all new services in the MSAs, unless the Customer's end-user customer requires an alternative arrangement. (D)

(D) New and Existing Services

(1) The Telephone Company shall provide discounted rates as described in 22.108.5 for:

(a) Five (5) existing Sonet Xpress (1) Customer Premises Termination, Network Access Connections; (D)
(b) One (1) existing (1) used for the provisioning of the Customer's Commercial Mobile Radio Services (CMRS); and (D)
(c) New and existing non-channelized DS1 circuits used for the provisioning of CMRS upon subscription of such circuits to this Contract Offer via submission of Access Service Requests (ASR) to the Telephone Company.

(2) The Telephone Company shall waive the otherwise applicable Sonet Xpress and (1) Termination Charges for services that are migrated from the existing networks to the (1). (D) (D)

(1) See footnote (1) on page 22-879.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.108 Contract Offer No. 108 – Consolidated Network Offer (Cont'd)

22.108.5 Rates and Charges

The Customer must pay the following Monthly Recurring Charge (MRC) for each rate element that comprises the Subject Services provided under this Contract Offer.

Rate Elements	Applicable USOC	MRC	
DS1 CMRS circuits			
LDC, per point of termination, Zone 1	TZ4X1	$86.70	
LDC, per point of termination, Zone 2	TZ4X2	$93.50	
LDC, per point of termination, Zone 3	TZ4X3	$102.00	
LDC, per point of termination, Zone 4	TZ4X4	$110.50	
LDC, per point of termination, Zone 5	TZ4X5	$116.45	
CMT, per point of termination, Zone 1	CZ4X1	$25.80	
CMT, per point of termination, Zone 2	CZ4X2	$26.30	
CMT, per point of termination, Zone 3	CZ4X3	$31.60	
CMT, per point of termination, Zone 4	CZ4X4	$50.75	
CMT, per point of termination, Zone 5	CZ4X5	$52.50	
CM, per mile, Zone 1	1YZX1	$13.65	
CM, per mile, Zone 2	1YZX2	$13.75	
CM, per mile, Zone 3	1YZX3	$13.90	
CM, per mile, Zone 4	1YZX4	$14.05	
CM, per mile, Zone 5	1YZX5	$14.20	
Sonet Xpress			
(1)	(1)	(1)	(D)
(1)			(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)			(D)
(1)	(1)	(1)	(D)
(1)			(D)
(1)		(1)	(D)
(1)			(D)
(1)			(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

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(1) See footnote (1) on page 22-879.

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.108 Contract Offer No. 108 – Consolidated Network Offer (Cont'd)

22.108.5 Rates and Charges (Cont'd)

The Customer must pay the following Nonrecurring Charge (NRC) under this Contract Offer for services as described in 22.108.4(C)(4).

Rate Elements	**Applicable USOC**	**NRC**	
Design and CO Connection Charge, per circuit			
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
Customer Connection Charge, per termination			
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)			(D)

Any rate element not described herein will be subject to the rates and charges outlined in Ameritech Tariff F.C.C. No. 2, Sections 7.5 and 21.5.

22.108.6 Assignment and Transfer

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

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

(1) See footnote (1) on page 22-879.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.108 Contract Offer No. 108 – Consolidated Network Offer (Cont'd)

(N)

22.108.7 Mergers and Acquisitions

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

22.108.8 Termination Liability

The termination liability language contained below applies in lieu of the termination liability language described in Section 7.4. Termination charges shall become due as of the effective date of the termination.

(A) If the Customer terminates this Contract Offer, or is not in compliance with the Terms and Conditions of this Contract Offer, the Customer shall be liable for a termination charge which shall be equal to $125,000 per month for the balance of the Term Period. The termination charge shall be calculated as $125,000 multiplied by (months remaining in Term Period).

Example: The Contract Offer is terminated after thirty-six (36) months and has twenty-four (24) months remaining in the Term Period. The termination charge shall be:

$125,000 X 24 = $3,000,000 Termination Charge

Upon termination of this Contract Offer, the Subject Services provided under this Contract Offer shall be subsequently provided under the prevailing applicable monthly extension rates found in Ameritech Tariff F.C.C No. 2, Sections 7.5 and 21.5.2.

(B) If the Customer terminates individual Subject Services provided under this Contract Offer, the Customer shall be liable for a termination charge which shall be equal to 50 percent of the MRC for the terminated Subject Services for the balance of the Term Period. The termination charge shall be calculated as (MRC) multiplied by (months remaining in Term Period) multiplied by (termination liability percentage of 50%).

Example: The MRC equals $500 and the Subject Service is terminated after thirty-six (36) months and has twenty-four (24) months remaining in the Term Period. The termination charge shall be:

$500 X 24 X 50% = $6,000 Termination Charge

(N)

22. Pricing Flexibility Contract Offerings

22.109 Contract Offer No. 109 – (1) Offer (D)

22.109.1 General Description

Contract Offer No. 109 – (1) Offer is a five (5) year access discount pricing plan that provides the Customer with discounted rates for new and existing qualified special access services for the consolidation of multiple DS3 services to an (1) infrastructure. (D) (D)

Contract Offer No. 109 is available for subscription May 11, 2006 through June 11, 2006. This Contract Offer is not renewable.

22.109.2 Service Qualifications

(A) This Contract Offer applies to access services that qualify for pricing flexibility (hereafter referred to as Subject Services), as provided in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2:

(1) Section 7.2.9 – DS1 and DS3 Service; and
(2) (1) – (1). (D)

(B) Subject Services provided under this Contract Offer must be located in the following Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA): Evansville, IN.

22.109.3 Eligibility Criteria

The Customer must meet the following eligibility criteria at the time of subscription to this Contract Offer:

(A) The Customer must have at least twenty (20) existing DS3 circuits with Local Distribution Channels terminating at the Customer's Point of Presence (POP) within the Evansville, IN MSA.

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 109 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.109 Contract Offer No. 109 – [1] (Cont'd) (D)

22.109.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be sixty (60) months commencing on the date the Telephone Company receives a Letter of Subscription (LOS) from the Customer.

Upon the expiration of the Term Period, this Contract Offer will be automatically extended on a monthly basis until terminated by either party upon ninety (90) days written notice to the other.

Upon termination of the Term Period, the Subject Services provided under this Contract Offer shall be subsequently provided under the prevailing applicable monthly extension rates found in Ameritech Tariff F.C.C. No. 2, Sections 7.5 and 21.5.2, unless the Customer:

(1) Selects applicable payment options in Ameritech Tariff F.C.C. No. 2, Section 7.4; or
(2) Disconnects the Subject Services.

(B) General

(1) Subject Services provided under this Contract Offer are subject to certain rates, charges and general terms and conditions described in Ameritech Tariff F.C.C. No. 2, Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(2) All Terms and Conditions for the Subject Services provided under this Contract Offer shall continue to be governed by the otherwise applicable tariff sections, except as provided herein.

(3) The Customer shall not include Subject Services provided under this Contract Offer in any other contract offer, promotional offering (Section 17), or other discount plan (e. g. MVP).

(4) To subscribe to this Contract Offer, the Customer shall provide the Telephone Company with an LOS.

(5) Commingling shall be defined as provided in Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.

(6) If the Customer terminates this Contract Offer or Subject Services provided under this Contract Offer during the Term Period, termination liability charges shall apply in accordance with Section 22.109.8.

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[1] See footnote (1) on page 22-885.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.109 Contract Offer No. 109 – (1) (Cont'd) (D)

22.109.4 Terms and Conditions (Cont'd)

(C) New and Existing Services

(1) Upon subscription to this Contract Offer, the Customer must purchase one (1) new (1) configured as follows: (D)

(a) One Customer Premises (1) with one (1) (1); (D)
(b) One Central Office (CO) (1) with one (1) (1) and thirty-six (36) DS3 (1); and (D)
(c) (1) mileage equal to two (2) miles. (D)

(2) Upon commencement of the Term Period, the Telephone Company shall provide a monthly credit of $7,000 for four (4) months for existing DS3 services, as described in Section 22.109.3.

(3) The Telephone Company shall provide the Customer credits which shall be equal to the actual termination charges billed for DS3 Local Distribution Channels that are migrated to (1) on the new (1) during the first nine (9) months of the Term Period. In order to receive credits for the termination charges described herein, the Customer must submit written notification to the Telephone Company requesting the credits within sixty (60) days of the bill date of the termination charges. The total value of the credits, described herein, shall not exceed $40,000. (D)

22.109.5 Rates and Charges

The Customer must pay the following Monthly Recurring Charge (MRC) for each rate element that comprises the Subject Services provided under this Contract Offer.

Rate Elements	Applicable USOC	MRC	
(1)			(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

Any rate element not described herein will be subject to the rates and charges outlined in Ameritech Tariff F.C.C. No. 2, Section (1). (D)

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(1) See footnote (1) on page 22-885.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.109 Contract Offer No. 109 – [1] Offer (Cont'd) (D)

22.109.6 Assignment and Transfer

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

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.109.7 Mergers and Acquisitions

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

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[1] See footnote (1) on page 22-885.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.109 Contract Offer No. 109 – (1) Offer (Cont'd) (D)

22.109.8 Termination Liability

The termination liability language included herein applies in lieu of the termination liability language described in Section (1). Termination charges shall become due as of the effective date of the termination. (D)

(A) If the Customer terminates this Contract Offer, or is not in compliance with the Terms and Conditions of this Contract Offer, the Customer shall be liable for a termination charge which shall be equal to $8,000 per month for the balance of the Term Period. The termination charge shall be calculated as $8,000 multiplied by (months remaining in Term Period).

Example: The Contract Offer is terminated after thirty-six (36) months and has twenty-four (24) months remaining in the Term Period. The termination charge shall be:

$8,000 X 24 = $192,000 Termination Charge

Upon Termination of this Contract Offer, the Subject Services provided under this Contract Offer shall be subsequently provided under the prevailing applicable monthly extension rates found in Ameritech Tariff F.C.C. No. 2, Sections (1) and (1). (D)

(B) If the Customer terminates individual Subject Services provided under this Contract Offer during the Term Period, the Customer shall be liable for a termination charge which shall be equal to 50 percent of the MRC for the terminated Subject Services for the balance of the Term Period. The termination charge shall be calculated as (MRC) multiplied by (months remaining in Term Period) multiplied by (termination liability percentage of 50%).

Example: The MRC equals $110 and the Subject Service is terminated after thirty-six (36) months and has twenty-four (24) months remaining in the Term Period. The termination charge shall be:

($110 X 24) X 50% = $1,320 Termination Charge

---

(1) See footnote (1) on page 22-885.

22. (1) (D)

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(1) Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission’s Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 110 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions’ website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. (1) (D)

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(1) See footnote (1) on page 22-890

22. (1) (D)

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(1) See footnote (1) on page 22-890

22. (1) (D)

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(1) See footnote (1) on page 22-890

22. (1) (D)

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(1) See footnote (1) on page 22-890

22. [1] (D)

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[1] See footnote (1) on page 22-890

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer

22.111.1 General Description

Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Contract Offer No. 111) is an access discount plan that provides Customers with Incentive Discounts and Portability Incentives (as defined in Section 22.111.4) in accordance with the Terms and Conditions as set forth in Section 22.111.3

22.111.2 Services Available For WAMS-VIP Offer

(A) Contract Offer No. 111 applies to qualified access services contained in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2 (Qualified Access Services), listed in Table A below:

Table A

Service	General Basic Description	Rates and Charges		
DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7	
(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(D)
SONET Xpress Service	7.2.12	7.5.12	21.5.2.10	
(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(D)

(B) When additional Qualified Access Services are added to the services available under Ameritech Tariff F. C. C. No. 2, all billed, recurring revenues for such additional Qualified Access Services will be added to this Contract Offer No. 111 for the purposes of calculating the Incentive Discounts and Portability Incentives included in this Contract Offer No. 111.

(C) All terms and conditions for the Qualified Access Services are governed by the respective tariff sections, except as noted in this Contract Offer No. 111.

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(1) Material previously contained in this section has been deleted. OCN PTP, DRS, GigaMAN, and MON services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 111 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.3 WAMS-VIP Offer Terms and Conditions

The following Terms and Conditions apply to this Contract Offer No. 111:

(A) Eligibility Criteria

(1) The Qualified Access Services must be located within the "Operating Territory" of the Telephone Company, as described in Ameritech Tariff F. C. C. No. 2, Section 14 (Operating Territory);

(2) The Customer must have billed recurring revenues for Qualified Access Services to establish a Baseline Minimum Annual Revenue Commitment of $87,919,000 (Baseline MARC) for Qualified Access Services, which includes a Baseline SONET Minimum Annual Revenue Commitment (Baseline SONET MARC) of $20,082,000 for SONET Services;

(3) Incentive Discounts earned by the Customer under this Contract Offer No. 111 shall be applied in the form of a credit to the Customer's bill(s) for Qualified Access Services, located in the following Metropolitan Statistical Areas (MSAs) where the Telephone Company has been granted pricing flexibility as listed in Ameritech Tariff F. C. C. No. 2, Section 21:

Champaign/Urbana, Chicago, Davenport/Rock Island/Moline, Decatur, Peoria/Pekin, Rockford, Springfield and St. Louis, Illinois; Anderson, Bloomington, Evansville/Henderson, Fort Wayne, Indianapolis, Kokomo, Louisville, Muncie, South Bend, and Non MSA Indiana; Battle Creek, Detroit/Ann Arbor, Flint, Grand Rapids, Kalamazoo, Jackson, Lansing, and Saginaw/Bay City/Midland, Michigan; Akron, Cincinnati, Cleveland/Lorain/Elyria, Columbus, Dayton, Hamilton-Middletown and Toledo, Ohio; Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee/Waukesha, Racine, Sheboygan and Non-MSA, Wisconsin; and

(4) All traffic on the Qualified Access Service(s) must originate or terminate on a wireless carrier's network.

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.3 WAMS-VIP Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Revenue commitments are based on billed, recurring charges for the Qualified Access Services, and specifically excludes any non-recurring charges and Incentive Discounts earned under this Contract Offer No. 111;

(2) The Customer must maintain a Baseline Minimum Annual Revenue Commitment of $87,919,000 (Baseline MARC) for Qualified Access Services, which includes a Baseline SONET Minimum Annual Revenue Commitment of $20,082,000 for SONET Services (Baseline SONET MARC);

(3) Contract Offer No. 111 Incentive Discounts and Portability Incentives are in addition to, and do not alter, any of the existing service discount/term plans available in the Telephone Company's respective tariffs; except that billed, recurring revenues that are discounted under this Contract Offer No. 111 are not eligible under the Managed Value Plan (MVP) offered in Ameritech Tariff F. C. C. No. 2, Section 19, nor are billed, recurring revenues under MVP eligible for discounts under this Contract Offer No. 111;

(4) Current WAMS-VIP Customers, subscribing to Ameritech Tariff F. C. C. No. 2, Contract No. 28, can terminate their current Contract Offer and subscribe to this Contract Offer No. 111 without incurring termination liability charges, provided all Terms and Conditions of this Contract Offer are met;

(5) The Telephone Company reserves the right to change rates for Qualified Access Services included under Contract Offer No. 111, but in the event of such rate modifications, no change will be made to the Baseline MARC or the Baseline SONET MARC;

(6) Qualified Access Services are subject to certain rates, charges and general terms and conditions in other sections of Ameritech Tariff F. C. C. No. 2, (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services) and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. However, such tariff modifications will not change the Terms and Conditions described in Contract Offer No. 111;

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.3 WAMS-VIP Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(7) This Contract Offer No. 111 is available June 7, 2006 through July 7, 2006;

(8) The Customer must meet the criteria described in Incentive Discounts and Portability Incentives, as provided in Section 22.111.4; and

(9) To subscribe to Contract Offer No. 111, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company. The LOS shall contain the effective date ("Effective Date") and the Access Customer's Name Abbreviation(s) (ACNA), and must be signed by the Customer and the Telephone Company's representative.

(C) Term Period

The contract term (Term Period) is eighty-four (84) months commencing on the Effective Date. Each twelve (12) month period beginning with the Effective Date shall be a Term Year. At the end of the Term Period, the Incentive Discounts and Portability Incentives provided in this Contract Offer No. 111 shall be discontinued. This offer is not renewable.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.4WAMS-VIP Offer Incentive Discounts

The Customer will be eligible for the following Incentive Discounts and/or Portability Incentives (collectively "Incentives") under this Contract Offer No. 111 during each of the Term Years:

Incentive Discount Commitment Credit (IDCC),
Incentive Discount Achievement Credit (IDAC),
Incentive Discount for SONET Services (SONET-ID),
Incentive Discount for WinBack Services (WinBack Incentive), and
Portability Incentive for DS1s and DS3s (Portability Incentive).

(A) Incentive Discount Commitment

In order to qualify for the IDCC, IDAC, SONET-ID and Portability Incentives, the Customer must maintain the "Incentive Discount Commitment" (IDC):

(1) Establishment of the IDC

(a) For Term Year One, the Customer's IDC will equal the Baseline MARC 0f $87,919,000.

(b) For Term Years Two through Seven, the Customer's IDC will be the greater of:

(i) The Achieved Revenue Amount, as defined in Section 22.111.5, from the previous Term Year;

(ii) The IDC from the previous Term Year; or

(iii) The sum of the Achieved Revenue Amount from the previous Term Year plus the Shortfall IDAC Payment when the Customer makes a Shortfall IDAC Payment, as defined in Section 22.111.4 (C) (1) (e).

(2)Application of Incentive Discount Commitment

If during the Annual True-Up, as defined in Section 22.111.5 (A), the Customer's Achieved Revenue Amount meets or exceeds the IDC, the Telephone Company will apply the IDCC, IDAC, SONET-ID and Portability Incentives for the following Term Year, provided the criteria in Section 22.111.4 (B),(C),(D) and (F), respectively, are met. (N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(A) Incentive Discount Commitment (Cont'd)

(2) Application of Incentive Discount Commitment (Cont'd)

Example: In Term Year One, the Customer's Achieved Revenue Amount, determined by the Annual True-Up, equals $90,000,000, and the IDC is $87,919,000. Since the Achieved Revenue Amount exceeds the IDC, the Telephone Company would apply the IDCC, IDAC, SONET-ID and Portability Incentives in Term Year Two, based on the Customer's IDC for Term Year Two of $90,000,000.

(3) Notwithstanding the above, Incentives shall not be applied unless and until Customer is current in paying (or properly disputing) all invoices submitted for payment by the Telephone Company for billed, recurring Qualified Access Services in accordance with Ameritech Tariff F. C. C. No. 2, Section 2.

(B) Incentive Discount Commitment Credit for Qualified Access Services

For each Term Year, the Customer will be eligible for an "Incentive Discount Commitment Credit" (IDCC) according to Table B, as per sub-section (1) on the following page.

Table B

IDC-Level	IDC Range			IDCC
1	$ 87,919,000	up to	$ 96,710,999	$ 967,000
2	$ 96,711,000	up to	$ 106,381,999	$ 1,330,000
3	$ 106,382,000	up to	$ 114,360,999	$ 1,715,000
4	$ 114,361,000	up to	$ 122,937,999	$ 2,151,000
5	$ 122,938,000	up to	$ 132,157,999	$ 2,643,000
6	$ 132,158,000	up to	$ 142,069,999	$ 3,197,000
7	$ 142,070,000	up to	$ 149,172,999	$ 3,729,000
8	$ 149,173,000	up to	$ 156,631,999	$ 4,307,000
9	$ 156,632,000	up to	$ 164,463,999	$ 4,394,000
10	$ 164,464,000	up to	$ 172,686,999	$ 5,612,000
11	$ 172,687,000	up to	$ 177,004,053	$ 6,195,000
12	$ 177,004,054	up to	$ 181,428,999	$ 6,804,000
13	$ 181,429,000	up to	& Higher	$ 9,071,000

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(B) Incentive Discount Commitment Credit for Qualified Access Services (Cont'd)

(1) Application of Incentive Discount Commitment Credit

(a) The Telephone Company will apply the IDCC to the Customer's bill(s) for Qualified Access Services in those Term Years for which the Customer qualifies for the IDCC per Section 22.111.4 (A), as follows:

(i) One-quarter of the IDCC will be applied thirty (30) days in arrears from the end of the First, Second and Third Quarters of the Term Year, based on the IDCC determined under Section 22.111.4 (B) (1) (b) and 22.111.4 (B) (1) (c), below; and

(ii) One-quarter of the IDCC will be applied sixty (60) days in arrears from the end of the Fourth Quarter of the Term Year, as per the Annual True-Up described in Section 22.111.5.

(b) The IDCC applied during the first three (3) quarters of Term Year One shall be based upon IDC-Level 1: and

(c) The IDCC applied during the first three (3) quarters for Term Years Two through Seven will be based upon the IDC-Level attained using the IDC established in Section 22.111.4 (A).

(C) Incentive Discount Achievement Credit for Qualified Access Service

For each Term Year, the Customer will be eligible for an Incentive Discount Achievement Credit (IDAC) according to Table C below.

Table C

IDAC Level	IDAC Range			IDAC
Level - 1	$ 87,919,000	up to	$ 106,381,999	$ 11,122,000
Level - 2	$ 106,382,000	up to	$ 122,937,999	$ 13,151,000
Level - 3	$ 122,938,000	up to	$ 142,069,999	$ 15,198,000
Level - 4	$ 142,070,000	up to	$ 156,631,999	$ 17,155,000
Level - 5	$ 156,632,000	up to	$ 172,686,999	$ 18,913,000
Level - 6	$ 172,687,000	up to	$ 181,428,999	$ 20,355,000
Level - 7	$ 181,429,000	up to	& Higher	$ 20,864,000

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Achievement Credit for Qualified Access Service (Cont'd)

(1) Application of Incentive Discount Achievement Credit

(a) The Telephone Company will apply the IDAC to the Customer's bill(s) for Qualified Access Services in those Term Years for which the Customer qualifies for the IDAC per Section 22.111.4 (A), as follows:

(i) Half of the IDAC will be applied thirty (30) days in arrears from the end of the First Quarter of the Term Year, and the remaining half of the IDAC will be applied thirty (30) days in arrears from the end of the Second Quarter of the Term Year.

(b) The IDAC applied during the First and Second Quarters of Term Year One shall be based upon IDAC-Level 1.

(c) The IDAC applied during the First and Second Quarters for Term Years Two through Seven will be based upon the IDAC-Level attained using the IDC as established in Section 22.111.4 (A).

(d) The IDAC corresponding to each IDAC-Level will be credited to the Customer as provided below:

(i) The IDAC corresponding to IDAC-Level 1 will be available to the Customer only once during the Term Period;

(ii) The IDAC corresponding to IDAC-Levels 2 through 7 will each be credited to the Customer only once during the Term Period, except when the Customer skips an IDAC-Level from one Term Year to the next Term Year;

(iii) If the Customer has skipped one (1) or more IDAC-Levels from one (1) Term Year to the next Term Year, the Customer will be eligible to receive the IDAC corresponding to the higher IDAC-Level more than once, provided that the Achieved Revenue Amount in the following Term Year remains within the IDAC Range of the higher IDAC-Level;

(iv) The number of times the Customer will be eligible for an IDAC corresponding to a given IDAC-Level shall be equal to the initial application of the IDAC plus the number of skipped IDAC-Levels;

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Achievement Credit for Qualified Access Service (Cont'd)

(1) Application of Incentive Discount Achievement Credit (Cont'd)

(d) (Cont'd)

(v) The Customer will not be eligible for the IDAC corresponding to a skipped IDAC-Level; and

(vi) If the Customer achieves IDAC-Level 7 in any given Term Year, the IDAC corresponding to IDAC-Level 7 will be credited to the Customer in any subsequent Term Year in which the Customer qualifies for IDAC-Level 7.

For example, if at the end of Term Year 1, the Customer's Achieved Revenue Amount equaled $145,000,000, the Customer would be eligible for an IDAC commensurate with IDAC-Level 4, skipping IDAC-Levels 2 and 3.

If, at the end of Term Years 2, 3 and 4, the Customer's Achieved Revenue Amount is between $145,000,000 and $156,623,000, the Customer would be eligible for the IDAC corresponding to IDAC-Level 4 for each of those three Term Years. The Customer would not be eligible for the IDAC corresponding to IDAC-Level 4 in Term Years 5, 6 or 7.

(e) If the Customer's Achieved Revenue Amount from one Term Year is not sufficient for the Customer to qualify for an IDAC in the following Term Year, the Customer must make a shortfall payment (Shortfall IDAC Payment). The Shortfall IDAC Payment amount would equal the difference between the Achieved Revenue Amount and the minimum value of the IDAC Range for the next IDAC-Level that is still available to the Customer.

(i) The Telephone Company shall notify the Customer within thirty (30) days of the end of the Term Year of any Shortfall IDAC Payment amount for the subsequent Term Year.
(ii) The Customer shall make the Shortfall IDAC Payment within thirty (30) days after receiving said notification from the Telephone Company.
(iii) Upon receipt of the Shortfall IDAC Payment, the Telephone Company will apply the IDAC for the First Quarter of the subsequent Term Year per Section 22.111.4 (C) (1).
(iv) If the Customer does not make the Shortfall IDAC Payment, no IDAC will be applied for the subsequent Term Year.

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.4WAMS-VIP Offer Incentive Discounts (Cont'd)

(D) Incentive Discount for SONET Services

The Customer is eligible for additional Incentive Discounts for SONET Services, "SONET-Incentive Discounts" (SONET-ID), at the end of each Term Year if the Customer's incremental billed, recurring revenues for SONET Services fall within one of the SONET-ID Levels set forth in Table D, below. The SONET-ID Level is the amount of SONET billed recurring revenues in a Term Year above the Baseline SONET MARC ($20, 82,000).

Table D

SONET-ID Level	SONET-ID Ranges	SONET-ID Percentage Discount
1	$0 - $ 239,999	0%
2	$240,000 - $ 479,999	10%
3	$480,000 - $ 719-999	11%
4	$720,000 - $ 959,999	12%
5	$960,000 - $1,199,999	13%
6	$1,200,000 - $1,439,999	14%
7	$1,440,000 - $1,679,999	15%
8	$1,680,000 or above	16%

The Telephone Company will apply the SONET-ID in the form of a credit to the Customer's bill(s) for Qualified Access Services sixty (60) days in arrears from the end of the Fourth Quarter of the Term Year.

Example:
The Customer has ended a given Term Year of Contract Offer No. 111, and the billed, recurring revenue for SONET Service equals $21,000, 000. The SONET-ID for the Term Year is 12%, or $110,160

$21,000,000 - $20,082,000 = $918,000 (incremental SONET-ID revenue)
$918,000 X 12% = $110,160 (SONET-ID)

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(E) Incentive Discount for WinBack Services

If the Customer elects to obtain Qualified Access Service(s) located in MSAs where the Telephone Company has been granted pricing flexibility within the Operating Territory, in place of access service(s) that is provided by a carrier other than the Telephone Company or one of its affiliates, the Customer will receive a one-time credit equal to twenty percent (20%) of the first twelve (12) months billed, recurring revenue for that new Qualified Access Service (WinBack Incentive).

This WinBack Incentive credit will be applied in addition to the Incentives described in Sections 22.111.4 (B), (C), (D) and (F).

(1) Eligibility Criteria for WinBack Incentive

(a) The Customer must present reasonable and verifiable information, which includes, but is not limited to, circuit detail or coordinated move orders, to demonstrate the service being converted is currently being provided by a carrier other than the Telephone Company or its affiliates; and

The new Qualified Access Service(s) ordered must have a minimum term period of twelve (12) months for DS1 and DS3 orders, and thirty-six (36) months for SONET services.

(2) Application of WinBack Incentive

(a) The Telephone Company will apply the credit to the Customer's bill(s) for Qualified Access Services that follow the end of the initial twelve (12) month period, thirty (30) days in arrears, as follows:

(i) When the Telephone Company and the Customer have identified the start date for the term period of the WinBack Qualified Access Service in a authorization letter, the initial twelve 12-month period will be the twelve (12) month period commencing on that start date; or

(ii) When the start date for the term period of the WinBack Qualified Access Service is established by the completion of an access service order, the initial twelve (12) month period will be the twelve (12) month period commencing on the day the access service order is completed.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(F) DS1/DS3 Portability Incentive

The Portability Incentive waives termination liability charges that would otherwise be assessed to the Customer for moves of DS1 and DS3 Qualified Access Services.

This Portability Incentive is in addition to the Incentives described in Sections 22.111.4 (B), (C), (D) and (E).

(1) Eligibility Criteria for DS1/DS3 Portability Incentive

The following criteria must be met in order to receive the Portability Incentive:

(a) The Customer's DS1s and DS3s must meet the Minimum Period requirements, as established under Ameritech Tariff F. C. C. No. 2 , Section 2.4.2, at the previous location;
(b) The term period of the new circuit must be equal to, or greater than, the remaining term of the disconnected circuit;
(c) The disconnect and new service must be within the Operating Territory; and
(d) Any applicable DS1 Minimum Monthly Revenue Commitment (MMRC) level reductions (disconnect access service order), as established under Ameritech Tariff F. C. C. No. 2, Sections 21.4 or 7.4, in one MSA, must be offset by an equal MMRC level increase (new access service order) in the new MSA.

(1)Quarterly Review of Disconnect Access Service Orders

If the Customer qualified for the Portability Incentive as set forth in Section 22.111.4 (A) (2), but cumulative "disconnect" access service orders exceeded "add" access service orders during the Term Year, as measured on a quarterly basis, the Customer will be assessed termination liability charges on the sum difference between the cumulative disconnect and add access service orders.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.5 WAMS-VIP Annual True-Up

(A) An annual true-up calculation is performed after each Term Year ("Annual True-Up") to establish any Fourth Quarter Incentive credits, adjustments or other payments that apply for the preceding twelve (12) month period, as determined by whether:

(1) The Customer maintained its Baseline MARC and Baseline SONET MARC during that Term Year; and

(2) The Customer earned the IDCC and IDAC received during the First, Second and Third Quarters of the Term Year ("Applied IDCC" and "Applied IDAC", respectively).

For the purposes of the Annual True-Up calculations, the Customer's billed, recurring revenue for Qualified Access Services during the Term Year will constitute the Customer's "Achieved Revenue Amount." The IDCC and/or IDAC earned using the Achieved Revenue Amount compared to Table B, Section 22.111.4 (B), and Table C, Section 22.111.4 (C), will constitute the "Earned IDCC" and "Earned IDAC."

(B) Annual True-Up Calculations

(1) Baseline MARC Annual True-Up:
The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the Baseline MARC.

(a) If the Customer's Achieved Revenue Amount falls below the Baseline MARC, the Customer may pay the difference between the Baseline MARC and the Achieved Revenue Amount (Shortfall Payment).

(i) The Telephone Company will notify the Customer within thirty (30) days of the end of the Term Year of any Shortfall Payment.

(ii) The Customer may make the Shortfall Payment and return the difference between the Applied IDCC and the Earned IDCC, associated with the Baseline MARC, within thirty (30) days after receiving notification from the Telephone Company.

(iii) The following Term Year's IDC and IDCC will be determined as set forth in Section 22.111.4 (A) and (B).

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(1) Baseline MARC Annual True-Up: (Cont'd)

(a) (Cont'd)

Example of Baseline MARC Annual True-Up:
If the Customer's Achieved Revenue Amount in Term Year Five is $87,000,000, the Baseline MARC of $87,919,000 has not been met. The Customer may choose to pay the difference of $919,000 ($87,919,000 - $87,000,000) and repay the difference between the Applied IDCC and the Earned IDCC.

(b) If the Customer's Achieved Revenue Amount falls below the Baseline MARC for any given Term Year, and the Customer does not make the Shortfall Payment, this Contract Offer Subscription shall terminate and termination liability charges will apply, as described in Section 22.111.8 (A).

(2) Baseline SONET MARC Annual True-Up:
The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the Baseline SONET MARC.

(a) If the Customer's Achieved Revenue Amount meets or exceeds the IDC, but the Baseline SONET MARC is not maintained, the Earned IDCC will be reduced ("IDCC Reduction"), as explained in subparagraphs (i) through (iii), below.

(i) The IDCC Reduction will be calculated by taking the Baseline SONET MARC less the billed, recurring revenues for SONET Services for the Term Year, and multiplying that amount by ninety-five percent (95%), or (.95).

(ii) The Telephone Company will reduce the amount of the Earned IDCC, to be applied in the Fourth Quarter, by the IDCC Reduction. If the IDCC Reduction exceeds the value of the Fourth Quarter IDCC, the Telephone Company will reduce the Applied IDCC in the subsequent Term Year by the remaining amount of the IDCC Reduction.

(iii) The following Term Year's IDCC will be determined as set forth in Section 22.111.4 (B).

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(1) Baseline SONET MARC Annual True-Up: (Cont'd)

(a) (Cont'd)

Example of Baseline SONET MARC Annual True-Up:
If billed, recurring revenue for SONET Service equals $20,000,000 and the Achieved Revenue Amount equals $130,000,000, the IDCC Reduction would equal (($20,082,000 - $20,000,000) x .95)), or $77,900, and the Earned IDCC would be adjusted to $2,565,100 ($2,643,000 - $77,900).

The amount of the Fourth Quarter IDCC would equal $582,850 ($660,750 - $77,900).

(b) If the Baseline SONET MARC is not maintained by the Customer, as a result of SONET rate reductions and/or rate restructures that are directly attributed to actions of the Telephone Company and not attributed to the Customer, the IDCC Reduction will be zero (0).

(3) IDCC Annual True-Up:

The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the IDC.

(a) If the Customer's Achieved Revenue Amount meets or exceeds the IDC, the Telephone Company will determine the Earned IDCC and the Fourth Quarter credit amount. The Fourth Quarter credit amount will be the difference between the Earned IDCC and the Applied IDCC. The Customer would receive its Fourth Quarter payment, as set forth in Section 22.111.4 (B) (1) (a) (ii).

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 20 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(3) IDCC Annual True-Up: (Cont'd)

(b) If the Customer's Achieved Revenue Amount falls below the IDC, the Customer may pay the difference between the Achieved Revenue Amount and the IDC ("Make-Up Payment"), or the Customer will refund the Applied IDCC to Telephone Company, as detailed below.

(i) The Telephone Company shall notify the Customer within thirty (30) days of the end of the Term Year of any Make-Up Payment.

(ii) The Customer shall pay the Make-Up Payment within thirty (30) days after receiving said notification from the Telephone Company.

(iii) The Telephone Company will apply the appropriate IDCC for the Fourth Quarter of the Term Year, within thirty (30) days of receiving the Make-Up Payment. The Fourth Quarter credit amount will be the difference between the Earned IDCC and the Applied IDCC. The following Term Year's IDCC will be determined as set forth in Section 22.111.4 (B).

(iv) If the Customer chooses not to make the Make-Up Payment, the Customer will repay the Applied IDCC. Repayment is due thirty (30) days after notification from the Telephone Company as identified in subparagraph (i), above.

Example of IDCC Annual True-Up:

If the Achieved Revenue Amount for Term Year Three is $132,000,000 and the IDC is $130,000,000, the Earned IDCC would be $2,643,000. The IDCC applied for the Fourth Quarter would be equal to $2,643,000 less the Applied IDCC received by the Customer for the Term Year or $660,750.

(4) IDAC Annual True-Up:

(a) For Term Years One through Seven, no Annual True-Up will be performed on the IDAC.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.111 Contract Offer No. 20 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.6 WAMS-VIP Offer Merger/Acquisitions

(A) Assignment/Successors

(1) If the Customer wishes to assign or transfer its rights and obligations under this Contract Offer 111 ("Contract Offer Subscription"), the Telephone Company will permit such transfer or assignment if the criteria in Ameritech Tariff F. C. C. No. 2, Section 2.1.2, are fulfilled, unless the proposed assignee or transferee demonstrates a lack of credit worthiness under any of the criteria in (a), (b) or (c), below, or if the assignee or transferee or its parent has commenced, or had initiated against it, a voluntary receivership or bankruptcy proceeding.

(a) Any debt of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade as defined by the securities and exchange commission; or

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

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

(i)Fair or below in a composite credit appraisal published by Dun and Bradstreet; or

(ii)High risk in a Paydex score as published by Dun and Bradstreet.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.6 WAMS-VIP Offer Merger/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) The Terms and Conditions of Contract Offer No. 111 shall continue in full force and effect if the Customer merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity (Transfer). After a Transfer, if the other entity also purchases Qualified Access Service(s) from the Telephone Company, either directly or through any affiliates, the Customer shall not include under the Contract Offer Subscription any of the billed, recurring revenue for the Qualified Access Services of the other entity in place as of the date the Transfer is finalized (Transfer Date), except as may be provided below.

Notwithstanding the foregoing, the Customer may choose, at its discretion, one of the options set forth in this subsection (i - ii) (Option), within the time period that is between twelve (12) months and twenty-four (24) months after the Transfer Date.

To exercise an Option, the Customer shall send written notice to the Telephone Company, within the time period described above, stating which Option the Customer selects. The date that the Customer sends that written notice shall be the "Option Exercise Date." None of the Options shall alter, in any way, the terms or conditions of any contract or tariff pursuant to which the other entity obtains Qualified Access Services from the Telephone Company, including, but not limited to, any terms or conditions related to termination.

Option (i): The Customer and Telephone Company shall recalculate the Baseline MARC, Baseline SONET MARC, IDC, IDC Ranges, IDCCs, IDACs and IDAC Ranges (Key Numbers) for the period from the Option Exercise Date to the end of the Term Period, to allow for the combined billed, recurring revenues for Qualified Access Services of the Customer and the merged or acquiring company to be covered under the Contract Offer Subscription, provided the following conditions are met:

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(1) One hundred percent (100%) of the total combined billed, recurring revenues for Qualified Access Services of the Customer and the other entity must be included in the Contract Offer Subscription;

(2) The Baseline MARC and Baseline SONET MARC will be adjusted according to the following formula:

(a) The Baseline MARC will be equal to one hundred percent (100%) of the other entity's billed, recurring revenues for Qualified Access Services for the three (3) months immediately preceding the Option Exercise Date, multiplied by four (4), plus $87,919,000. This shall be the "Combined Baseline MARC"; and

(b) The Baseline SONET MARC will be equal to one hundred percent (100%) of the other entities billed, recurring revenues for Qualified Access Services that are SONET services for the three (3) months immediately preceding the Option Exercise Date, multiplied by four (4), plus $20,082,000. This shall be the Combined Baseline SONET MARC."

(3) The IDC for the remainder of the then-current Term Year will be adjusted according to the following formula:

The IDC will be equal to one hundred percent (100%) of the other entity's actual billed recurring Qualified Access Services revenues for the three months immediately preceding the Option Exercise Date, multiplied by four (4), plus the Customer's current IDC. This shall be the "Combined IDC."

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(4) The IDC and IDAC Ranges will be adjusted according to the following formula:

The Option 1 multiplier ("Option 1 Multiplier"), which equals the ratio of the Combined IDC to the Customer's current IDC, will be applied to the minimum and maximum values of the IDC and IDAC Ranges associated with the IDC and IDAC-Levels that are still available to the Customer, as defined in Section 22.111.4.

Example:
IDC = $137,900,000
Current IDAC Level = 3
IDAC Range Minimum = $122,938,000
IDAC Range Maximum = $142,069,999

New Entity Revenue = $50,000,000
Combined IDC = $187,900,000 ($137,900,000 plus $50,000,000)
Option 1 Multiplier = 1.36 ($187,900,000/$137,900,000)
Combined IDAC Range Minimum = $167,195,680
($122,938,000 multiplied by 1.36)
Combined IDAC Range Maximum = $192,215,198
($142,069,999 multiplied by 1.36)

(5) The IDCCs and IDACs amounts will be adjusted according to the following formula:

The Option 1 Multiplier will be applied to the IDCC and the IDAC associated with the IDCC and IDAC-Levels which remain available to the Customer in order to determine the Combined IDCC and IDAC Ranges.

Example:
IDC = $137,900,000
Current IDAC-Level = 3
IDAC = $15,198,000

Option 1 Multiplier = 1.36
Combined IDAC = $20,669,280 ($15,198,000 multiplied by 1.36) (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(6) The Customer must have at least forty-eight (48) months remaining in the Term Period under the Contract Offer Subscription or, if less than forty-eight (48) months are remaining in the Term Period under the Contract Offer Subscription, the Term Period shall be automatically extended so that the Terms and Conditions of Contract Offer No. 111 remain in effect for forty-eight (48) months after the Option Exercise Date; and

(7) The Telephone Company will recalculate the Key Numbers within sixty (60) days of the Option Exercise Date, with no credits being applied to the Customer's bill(s) during this sixty (60) day period. Starting with the remaining quarters, combined Key Numbers will be used to determine applicable IDCC and IDAC credit amounts.

(a) If the Option Exercise Date falls within the First, Second or Third Quarter of the respective Term Year, the initial credit application of any eligible Combined IDCC and/or Combined IDAC will occur thirty (30) days after the Key Numbers are determined, or thirty (30) days in arrears of the end of the quarter, whichever is later; or

(b) If the Option Exercise Date falls within the Fourth Quarter of the respective Term Year, the initial credit application of any eligible Combined IDCC and/or Combined IDAC will occur thirty (30) days after the Key Numbers are determined, or sixty (60) days in arrears of the end of the quarter, whichever is later.

Option (ii): The Contract Offer Subscription shall be terminated as set forth within Section 22.111.8 (A). (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets

If the Customer is required by a regulatory agency to divest any markets, market spectrum or customers ("Divested Market") in connection with a Transfer, the Customer can request that Key Numbers be recalculated by the Telephone Company. The Customer shall send written notice to the Telephone Company within sixty (60) days of completing a market divestiture. The date the Customer sends that written notice shall be the "Divestiture Notice Date." The Telephone Company will recalculate the Key Numbers as described below:

(1) The Baseline MARC, IDC, IDCC Ranges and IDAC Ranges will be reduced by either of the following methods, at the Customer's discretion ("Divested Revenue"):

(a) One hundred percent (100%) of the Divested Market's billed, recurring revenues for Qualified Access Services for the three (3) months immediately preceding the notification, multiplied by four (4); or

(b) A revenue amount that is less than the amount determined under subparagraph (a), above.

(2) The Baseline SONET MARC will be reduced by either of the following methods, at the Customer's discretion ("Divested SONET Revenue"):

(a) One hundred percent (100%) of the Divested Market's billed, recurring revenues for Qualified Access Services that are SONET revenues for the three (3) months immediately preceding the notification, multiplied by four (4); or

(b) A revenue amount that is less than the amount determined under subparagraph (a), above.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) The IDCCs and IDACs will be reduced according to the following steps:

Step 1.
Determine the impact on total revenue by calculating the Divestiture Percentage." The Divestiture Percentage is the percent change between the Pre-Divest and Post-Divest revenues. The "Pre-Divest Revenue" equals 100% of the Customer's billed, recurring revenues for Qualified Access Services for the three (3) months immediately preceding the notification, multiplied by four (4) or the Baseline MARC, whichever is greater. The "Post-Divest Revenue" equals Pre-Divest Revenue minus the Divested Revenue from (B) (1) of this Section.

Example:
Pre-Divest Revenue=$137,900,000
Divested Revenue=$ 12,900,000
Post-Divest Revenue=$135,000,000 ($137,900,000 - $12,900,000)

Divestiture Percentage = 2% (1-($135,000,000/$137,900,000))

Step 2.
Determine the SONET multiplier that results from the divested SONET revenue by the following:

(a) Determine the "Post-Divest SONET Revenue" amount by subtracting the Divested SONET Revenue, as identified in (B) (2) of this Section, from the Pre-Divest SONET Revenue. The "Pre-Divest SONET Revenue" equals 100% of the Customer's billed, recurring revenues for Qualified Access Services that are SONET services for the three (3) months immediately preceding the notification, multiplied by four (4) or the Baseline SONET MARC, whichever is greater.

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3)The IDCCs and IDACs will be reduced according to the following steps: (Cont'd)

Step 2. (Cont'd)

(a) (Cont'd)

If the Post-Divest SONET Revenue amount meets or exceeds the Baseline SONET MARC ($20,082,000), the SONET multiplier equals 1.0.

Example:
Pre-Divest SONET Revenue=$27,500,000
Divested SONET Revenue=$ 500,000
Post-Divest SONET Revenue=$27,000,000

(b) If the Post-Divest SONET Revenue amount is less than the Baseline SONET MARC, the ratio of Post-Divest SONET Revenue to Post-Divest Revenue ("Post-Divest Ratio"), as identified in Step 1, will be determined.

Example:
Post-Divest Revenue=$137,900,000
Post-Divest SONET Revenue=$ 16,700,000
Post-Divest Ratio = 12% ($16,700,000/$137,900,000)

(c) If the Post-Divest Ratio is equal to or greater than 23%, the SONET multiplier equals 1.0.

(d) If the Post-Divest Ratio is below 23%, the ratio of Pre-Divest SONET Revenue, as identified in Step 2 (a), to total Pre-Divest Revenue ("Pre-Divest Ratio"), as identified in Step 1, will be determined.

Example:
Pre-Divest Revenue= $137,900,000
Pre-Divest SONET Revenue= $ 27,500,000
Pre-Divest Ratio = 20% $27,500,000/$137,900,000)

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) The IDCCs and IDACs will be reduced according to the following steps: (Cont'd)

Step 2. (Cont'd)

(e) A SONET equalizer will be calculated by subtracting the Pre-Divest Ratio from 23% ("SONET Equalizer"). The SONET Equalizer will be added to the Post-Divest Ratio, resulting in a revised Post-Divest Ratio.

Example:
Pre-Divest Ratio= 20%
SONET Equalizer= 3% (23%-20%)

Post-Divest SONET Ratio= 12%
SONET Equalizer= 3%
Revised Post-Divest Ratio=15%

(f) The following SONET multipliers will be applied based upon the revised Post-Divest Ratio(s):

(i) 23% or greater, a SONET multiplier of 1.0 will be used;

(ii) Less than 23%, but equal to or greater than 20%, a SONET multiplier of 1.25 will be used;

(iii) Less than 20%, but equal to or greater than 10%, a SONET multiplier of 1.50 will be used; or

(iv) Less than 10%, a SONET multiplier of 2.0 will be used.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) The IDCCs and IDACs will be reduced according to the following steps: (Cont'd)

Step 3.

The Divestiture Percentage multiplied by the SONET multiplier will equal the percent reduction in the IDCCs and IDACs which remain available to the customer.

IDCC-Level =6
IDAC-Level =3
Divestiture % =2%
SONET Multiplier =1.15 (assuming a revised Post-Divest Ratio of 15%)

Reduced IDCC = $3,101,090 ($3,197,000 – ($3,197,000 x (.02 X 1.50)))

Reduced IDAC = $14,742,060 ($15,198,000 – ($15,198,000 X (.02 X 1.50)))

(4) The Telephone Company will recalculate the Key Numbers within sixty (60) days of the Divestiture Notice Date. The recalculated Key Numbers will become effective once the Divested Market's billed, recurring revenues for Qualified Access Service are no longer being billed to the Customer ("Divestiture Effective Date"). Starting with the remaining quarters of the Term Year as of the Divestiture Effective Date, the recalculated Key Numbers will be used to determine the applicable IDCC and IDAC amounts.

(a) If the Divestiture Effective Date falls within the First, Second or Third Quarter of the respective Term Year, the initial credit application of any eligible Reduced IDCC and/or Reduced IDAC will occur thirty (30) days after the Key Numbers are effective, or thirty (30) days in arrears of the end of the quarter, whichever is later; or,

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(4) (Cont'd)

(b) If the Divestiture Effective Date falls within the Fourth Quarter of the respective Term Year, the initial credit application of any eligible Reduced IDCC and/or Reduced IDAC will occur thirty (30) days after the Key Numbers are determined, or sixty (60) days in arrears of the end of the quarter, whichever is later.

22.111.7WAMS-VIP Cell-Site Performance – Credits

(A) Description

Cell-Site Performance Improvement Credits are available to the Customer based upon the quality of service delivered during the Term Period, as set forth in subparagraph (1), below. The credits will be granted in the event that the Telephone Company's Contract Offer No. 111 service performance level objectives for cell-site DS1 Qualified Access Services are not met.

(1) The DS1 Qualified Access Services cell-site performance level parameters will be based on DS1 Percentage of Network Availability. The DS1 Percent of Network Availability will be calculated by determining the actual hours that the cell-site DS1 circuits are in service during a given month, compared to the total expected availability, and then aggregating those total hours over the course of a Term Year.

Example:

If a Customer had 100 circuits in service at the end of January and 111 at the end of February, their total hours of expected availability would be (31 days times 100 circuits, times 24 hours) plus (28 days, times 111 circuits, times 24 hours) or 148,320. This would be the denominator of the network availability equation.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.7 WAMS-VIP Cell-Site Performance – Credits (Cont'd)

(A) Description (Cont'd)

(1) (Cont'd)

Example: (Cont'd)

The numerator would be the total hours of outage based upon measured tickets reported to the Telephone Company, subtracted from the 148,320. If there were eight (8) reported failures averaging 3.5 hours per outage, the total hours of outage would be equal to twenty-eight (28). The resulting availability equation for those two (2) months will be ((148,320-28)/148,320), or 99.981%. A twelve (12) month aggregation using the same process as noted for two (2) months will be used to determine annual percent availability for a Customer.

(2) Table E, below, provides cell-site service performance targets, based on DS-1 Percentage of Network Availability, for each Term Year.

Table E

Term Year	% Network Availability
1	99.9830%
2	99.9854%
3	99.9877%
4	99.9900%
5	99.9900%
6	99.9900%
7	99.9900%

(B) At the Annual True-Up, if the Telephone Company annual results fail to meet the performance target, as specified in Table E, above, and the Customer has met the Baseline MARC, the Telephone Company will provide credits and services as follows:

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.111.7 WAMS-VIP Cell-Site Performance – Credits (Cont'd)

(B) (Cont'd)

(1) The Telephone Company will apply one hundred dollars ($100) in special construction credits for each measured trouble ticket reported to the Telephone Company during the Term Year for cell- site improvements. The special construction credits will be used to improve performance at mutually agreed upon Customer's cell sites that are performing below the DS-1 Percentage of Network Availability, as specified in Table E of this Section.

For example: special construction credits can be used to offset the cost of replacing copper with fiber at non-performing cell-sites; and

(2) The Telephone Company will provide the Customer the ability to purchase Automatic Loop Transfer service at twenty-five percent (25%) discount off the monthly recurring rates described in Ameritech Tariff F. C. C. No. 2, Section 21.5.2, for those cell sites that fail to meet the performance target, as specified in Table E in this Section.

22.111.8 Termination

The Customer's subscription to this Contract Offer No. 111 shall terminate if the Customer gives notice to Telephone Company, as set forth in the following paragraph, and as set forth elsewhere in this Contract Offer No. 111.

The termination liability charges described below shall apply if termination occurs because the Customer does not make a Shortfall Payment as described in Section 22.111.5 (B) (1), and/or the Customer elects to terminate its subscription to Contract Offer No. 111 for reasons other than described in Section 22.111.8 (B).

If the Customer elects to terminate its Contract Offer Subscription during the Term Period, written notification must be provided to the Telephone Company indicating the Customer's intention to terminate its Contract Offer Subscription. This notification must include the date upon which the Customer wishes to terminate its Contract Offer Subscription.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.8 Termination (Cont'd)

(A) Termination Liability

Termination liability charges will consist of the sum of the following:

(1) Ten percent (10%) of the Baseline MARC, divided by twelve (12), then multiplied by the number of months remaining in the Term Period; plus
(2) Repayment of the IDCC, IDAC and SONET-ID given under Contract Offer No. 111 during the three (3) quarters preceding the termination date.

Example:

Customer with a Baseline MARC of $87,919,000 and an IDC of $135,900,000 terminates its Contract Offer Subscription after forty-eight (48) months, and with thirty-six (36) months remaining in the eighty-four (84) month Term Period, and the Customer received IDCC and IDAC of $2,397,750 and $15,198,000, respectively, for the previous three quarters before termination. The termination liability charges would be:

(($87,919,000/12) X 10% X 36) + ($2,397,750 + $15,198,000) = $43,971,450 termination liability charge.

(B) Rate Reductions

If the tariffed rates for the Qualified Access Services are reduced by a cumulative total of twenty percent (20%) from the tariffed rates in effect as of the Effective Date (Initial Tariff Rates), either party may terminate the LOS by providing a sixty (60) day written notice to the other party. Termination liability charges will not apply.

To determine whether the 20% rate reduction has been met or exceeded, the Telephone Company shall perform an analysis within sixty (60) days following the Effective Date that details the Customer's inventory of Qualified Access Services and the Initial Tariff Rates (Initial Rate Analysis.)

(N)

ACCESS SERVICE

22.Pricing Flexibility Contract Offerings (Cont'd)

22.111 Contract Offer No. 111 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.8 Termination (Cont'd)

(B)Rate Reductions (Cont'd)

Example: DS1-Initial Rate Analysis

Product Category/ Description	State	Zone	Term	Rate	Units	Total
DS1 - Channel Termination (CT)	IL	2	36	$25.00	4,000	$100,000
DS1 - Channel Mileage (CM-Fixed)				$21.00	1,600	$33,600
DS1 - Channel Mileage CM-Per Mile)				$16.40	1,000	$16,400
DS1 Total					6,600	$150,000

The Telephone Company shall also perform a similar exercise within sixty (60) days following each Term Year detailing the Customer's inventory from the Initial Rate Analysis and the end-of-year tariff rates (EOY Rate Analysis). The Customer and Telephone Company will then compare the Initial Rate Analysis to the EOY Rate Analysis to identify the percent change in the total, cumulative rates, if any.

Example: Initial Rate Analysis and EOY Rate Analysis Comparison

Product Category	Units	Initial Tariff Rates	EOY Tariff Rates	% Rate Change
DS1	6600	$150,000	$122,000	
DS3	2000	$ 90,000	$ 70,000	
SONET	1000	$300,000	$200,000	
Total	9600	$540,000	$392,000	27%

27% = (1-($392,000/$540,000))

The quantity of units for each product category used in the Initial Rate Analysis and the EOY Rate Analysis will be calculated from the Qualified Access Service rate elements listed below:

(1) DS1 – Channel Terminations (CT), Channel Mileage (CM) fixed and Channel Mileage (CM) per mile;

(2) DS3 – CT, CM fixed, CM per mile and Multiplexing (MUX); and

(3) (1) – All (1) rate elements for (1) and (1) services. (D)

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(1) See footnote (1) on page 22-896.

22. Pricing Flexibility Contract Offering

22.112 Contract Offering No. 112 – Access Advantage Plus Transport Service – One Year Term

(N)

22.112.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the Customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in Section 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis, as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity,.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity,.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.112 Contract Offering No. 112 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.112.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(A) AA+ Transport Service is available in the pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Ameritech Tariff F.C.C. No. 2, Section 21. If, during the Term Period, the Telephone Company receives pricing flexibility relief in additional MSAs, as listed in Section 21, the Customer may be able to include services provided under this Contract Offer, if available, in those additional MSAs pursuant to this Contract Offer.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.112 Contract Offering No. 112 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.112.2 Contract Terms

(A) Contract Offering No. 112 is available during the purchase period, which begins June 9, 2006 and ends December 9, 2006.

(B) Ameritech Tariff F.C.C. No. 2, Sections 2, 4, 5, 13 and 17 apply, except as noted herein. Any changes made to the aforementioned sections during the Customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 112.

(1) The Administrative Charge described in Section 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in Section 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals, as described in Section 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service, are negotiated intervals.

(3) The Service Date Change Charge described in Section 5.2.2 (A), the Design Change Charge described in Section 5.2.2 (C), and the Expedited Order Charge described in Section 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in Sections 2.4.2 and 5.2.5 for Contract Offering No. 112, is the initial contract term.

(5) Minimum Period Charges described in Sections 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(7) The Partial Cancellation Charge described in Section 5.2.2(B) and the Access Order Cancellation Charge described in Section 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one-half of the specified nonrecurring charge as reflected in Section 22.112.3 (B).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.112 Contract Offering No. 112 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.112.2 Contract Terms (Cont'd)

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Date described in Section 5.1.1.

(A) The initial contract term for Contract Offering No. 112 is one (1) year, and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(B) At the conclusion of the initial contract term, Contract Offering No. 112 will be automatically converted to the applicable monthly renewal rate, found in Section 22.112.3 (B). The Customer may terminate Contract Offering No. 112 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty (30) days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 112 upon thirty (30) days written notice any time following the completion of the initial contract term.

(C) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(D) No other discount pricing plans apply.

(E) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 112.

(F) If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 112 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.112.2 (K). The termination charge for Contract Offering No. 112 is fifty (50) percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.112 Contract Offering No. 112 – Access Advantage Plus Transport Service –One Year Term (Cont'd) (N)

22.112.2 Contract Terms (Cont'd)

(A) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 112 terminated, and the termination charges described in Section 22.112.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one-half of the nonrecurring charge to install service as reflected in Section 22.112.3 (B).

(K) The Customer may elect to discontinue Contract Offering No. 112 at any time prior to the expiration of the initial contract term, without incurring the termination charges described in Section 22.112.2 (I), when all of the following conditions are met:

(1) The Customer establishes a new interstate special access service of equal or greater capacity,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 112 was provided,

(3) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 112,and

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer's initial contract term for Contract Offering No. 112.

A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services, and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 112 terminated. If Contract Offering No. 112 is terminated during the initial contract term, the termination charges described in Section 22.112.2 (I) apply.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.112 Contract Offering No. 112 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.112.2 Contract Terms (Cont'd)

The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service Customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements,.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in Section 22.112.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in Section 22.112.2 (B) will result in a Customer credit of the applicable nonrecurring charges identified in Section 22.112.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the Customer is not ready to accept service, or building facilities are not ready.

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

22.112 Contract Offering No. 112 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.112.3 Rate Regulations

(A) Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies for installation of each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with Section 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

(This page filed under Transmittal No. 1558)

22. Pricing Flexibility Contract Offering

22.113 Contract Offering No. 113 – Access Advantage Plus Transport Service – Two Year Term (N)

22.113.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the Customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in Section 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity,

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity, (N)

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22. Pricing Flexibility Contract Offering (Cont'd)

22.113 Contract Offering No. 113 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.113.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity,

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity,

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Ameritech Tariff F.C.C. No. 2, Section 21 If, during the Term Period, the Telephone Company receives pricing flexibility relief in additional MSAs, as listed in Section 21, the Customer may be able to include services provided under this Contract Offer, if available, in those additional MSAs pursuant to this Contract Offer.

(N)

(This page filed under Transmittal No. 1558)

22. Pricing Flexibility Contract Offering (Cont'd)

22.113 Contract Offering No. 113 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.113.2 Contract Terms

(A) Contract Offering No. 113 is available during the purchase period, which begins June 9, 2006 and ends December 9, 2006.

(B) Ameritech Tariff F.C.C. No. 2, Sections 2, 4, 5, 13 and 17 apply, except as noted herein. Any changes made to the aforementioned sections during the Customer's renewal term, other than to provisions noted below, apply to Contract Offering No. 113.

(1) The Administrative Charge described in Section 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in Section 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals, as described in Section 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in Section 5.2.2 (A) the Design Change Charge described in Section 5.2.2 (C), and the Expedited Order Charge described in Section 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in Section 2.4.2 and Section 5.2.5, for Contract Offering No. 113 is the initial contract term.

(5) Minimum Period Charges described in Section 2.4.2 and Section 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(7) The Partial Cancellation Charge described in Section 5.2.2(B) and the Access Order Cancellation Charge described in Section 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in Section 22.113.3 (B).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.113 Contract Offering No. 113 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.113.2 Contract Terms (Cont'd)

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Date described in Section 5.1.1.

(D) The initial contract term for Contract Offering No. 113 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 113 will be automatically converted to the applicable monthly renewal rate, found in Section 22.113.3 (B). The Customer may terminate Contract Offering No. 113 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 113 upon thirty (30) days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 113.

(I) If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 113 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.113.2 (K). The termination charge for Contract Offering No. 113 is fifty (50) percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.113 Contract Offering No. 113 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.113.2 Contract Terms (Cont'd)

(D) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 113 terminated, and the termination charges described in Section 22.113.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The Customer may elect to discontinue Contract Offering No. 113 at any time prior to the expiration of the initial contract term, without incurring the termination charges described in Section 22.113.2 (I), when all of the following conditions are met:

(1) The Customer establishes a new interstate special access service of equal or greater capacity,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 113 was provided,

(3) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 113, and

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer's initial contract term for Contract Offering No. 113.

(L) A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service- Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the Customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 113 terminated. If Contract Offering No. 113 is terminated during the initial contract term, the termination charges described in 22.113.2 (I) apply.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.113 Contract Offering No. 113 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.113.2 Contract Terms (Cont'd)

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service Customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in (30)22.113.1 (B), and

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in Section 22.113.2 (B) will result in a Customer credit of the applicable nonrecurring charges identified in Section 22.113.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the Customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.113 Contract Offering No. 113 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.113.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service or to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with Section 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$310.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

22. Pricing Flexibility Contract Offering

22.114 Contract Offering No. 114 – Access Advantage Plus Transport Service – Three Year Term (N)

22.114.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the Customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in Section 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity,

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 326 Kbps of capacity,

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity,

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity, and

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Ameritech Tariff F.C.C. No. 2, Section 21. If, during the Term Period, the Telephone Company receives pricing flexibility relief in additional MSAs, as listed in Section 21, the Customer may be able to include services provided under this Contract Offer, if available, in those additional MSAs pursuant to this Contract Offer.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.114 Contract Offering No. 114 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.114.2 Contract Terms

(A) Contract Offering No. 114 is available during the purchase period, which begins June 9, 2006 and ends December 9, 2006.

(B) Ameritech Tariff F.C.C. No. 2, Sections 2, 4, 5, 13 and 17 apply, except as noted herein. Any changes made to the aforementioned sections during the Customer's renewal term, other than to provisions noted below, apply to Contract Offering No. 114.

(1) The Administrative Charge described in Section 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in Section 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals, as described in Section 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service, are negotiated intervals.

(3) The Service Date Change Charge described in Section 5.2.2 (A), the Design Change Charge described in Section 5.2.2 (C), and the Expedited Order Charge described in Section 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in Sections 2.4.2 and 5.2.5, for Contract Offering No. 114, is the initial contract term.

(5) Minimum Period Charges described in Sections 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(7) The Partial Cancellation Charge described in Section 5.2.2(B) and the Access Order Cancellation Charge described in Section 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one-half of the nonrecurring charge as reflected in Section 22.114.3 (B).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.114 Contract Offering No. 114 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.114.2 Contract Terms (Cont'd)

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Date described in Section 5.1.1.

(D) The initial contract term for Contract Offering No. 114 is three (3) years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 114 will be automatically converted to the applicable monthly renewal rate, found in Section 22.114.3 (B). The Customer may terminate Contract Offering No. 114 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 114 upon thirty (30) days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 114.

(I) If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 114 prior to the expiration of the initial contract term, a termination charge applies, except as described in Section 22.114.2 (K). The termination charge for Contract Offering No. 114 is fifty (50) percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.114 Contract Offering No. 114 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.114.2 Contract Terms (Cont'd)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 114 terminated, and the termination charges described in Section 22.114.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The Customer may elect to discontinue Contract Offering No. 114 at any time prior to the expiration of the initial contract term, without incurring the termination charges described in Section 22.114.2 (I), when all of the following conditions are met:

(1) The Customer establishes a new interstate special access service of equal or greater capacity,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 114 was provided,

(3) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 114, and

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 114.

(L) A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services, and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the Customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 114 terminated. If Contract Offering No. 114 is terminated during the initial contract term, the termination charges described in Section 22.114.2 (I) apply.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.114 Contract Offering No. 114 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.114.2 Contract Terms (Cont'd)

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service Customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements,

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in Section 22.114.1 (B), and

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.114.2 (B) will result in a Customer credit of the applicable nonrecurring charges identified in Section 22.114.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the Customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.114 Contract Offering No. 114 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.114.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service or to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with Section 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$200.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

(This page filed under Transmittal No. 1558)

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 115 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-947

22. (1) (D)

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(1) See footnote (1) on page 22-947

22. [1] (D)

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[1] See footnote (1) on page 22-947

22. [1] (D)

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[1] See footnote (1) on page 22-947

22. [1] (D)

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[1] See footnote (1) on page 22-947

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 116 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. (1) (D)

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(1) See footnote (1) on page 22-953

22. [1] (D)

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[1] See footnote (1) on page 22-953

22. [1] (D)

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[1] See footnote (1) on page 22-953

22. [1] (D)

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[1] See footnote (1) on page 22-953

22. Pricing Flexibility Contract Offerings

(N)

22.117 Contract Offer No. 117 – DS3 Interoffice Transport Service Offer

22.117.1 General Description

The DS3 Interoffice Transport Service Offer (Contract Offer No. 117) is an access services discount pricing plan that permits Customers who meet the Eligibility Criteria in Section 22.117.3 and the Terms & Conditions in Section 22.117.4 to purchase Subject Services in Section 22.117.2 at discounted rates listed in Section 22.117.5. Subject Services under Contract Offer No. 117 are available only in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) described in Section 22.117.3 (B).

Contract Offer No. 117 is available for subscription from July 8, 2006 through August 8, 2006. This Contract Offer is not renewable.

22.117.2 Subject Services

(A) Discounted rates provided under Contract Offer No. 117 apply to pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

Subject Service	Description Rate Regulation	Phase II MSA Rates and Charges
DS3 High Capacity Service	7.2.9	21.5.2.7 (C)

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

22.117.3 Eligibility Criteria

The Customer must meet the following eligibility criteria in order to subscribe to Contract Offer No. 117:

(A) Services must be pricing flexibility qualified access services listed in Section 22.117.2 (A);
(B) This Contract Offer is only applicable to services located in the Detroit, Flint, Grand Rapids, Jackson, Lansing, and Kalamazoo, MI MSAs;
(C) Existing DS3 subject services must terminate in a collocated facility; and
(D) The Customer must have previously opted into a price flex contract offering provided in Section 22 for DS3 services.

(N)

(This page filed under Transmittal No. 1562)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.117 Contract Offer No. 117 - DS3 Interoffice Transport Service Offer (Cont'd)

22.117.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is three (3) years commencing on the date the Telephone Company receives the Letter of Subscription (LOS) from the Customer. This offer is not renewable.

At the expiration of the Term Period, discounted rates provided in this Contract Offer will no longer be available. The Customer may choose from the payment options described in Ameritech Tariff F.C.C. No. 2, Section 21, for DS3 Service.

If, at the expiration of the Customer's Contract Term Period, the Customer does not choose to disconnect or select a payment option from the Sections above, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 21.

(B) Rate stability under Contract Offer No. 117 applies only to the rates specific to this Contract Offer as outlined in Section 22.117.5 of this Contract Offer. Purchase of the services listed in Section 22.117.2 (A) under Contract Offer No. 117 are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, 7-Special Access Services and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(C) Contract Offer No. 117 is available for subscription from July 8, 2006 through August 8, 2006.

(D) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company in order to subscribe to this Contract Offer. The LOS must be submitted during the Contract availability period noted in Section (C), herein.

(E) The Customer must convert thirty (30) existing DS3 services from another price flex contract offer to this Contract Offer. Any termination liability charges associated with terminating the previous contract offer, in connection with converting the services to this Contract Offer, will be waived.

(F) The Customer must renew three (3) existing DS3 services at the rates provided in Section 22.117.5 upon subscription to this Contract Offer.

(G) The Customer shall not purchase DS3 Unbundled Network Element Standalone Loops (UNE-L), Enhanced Extended Links (EELs), or Unbundled Dedicated Transport (UDT) (collectively referred to as "Identified UNEs") in the MSAs listed in Section 22.117.3 (B), but instead shall purchase special access Subject Services at the discounted rates pursuant to this Contract Offer.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.117 Contract Offer No. 117 - DS3 Interoffice Transport Service Offer (Cont'd)

22.117.4 Terms and Conditions (Cont'd)

(H) The Customer may purchase no more than seventy-five (75) DS3 new Subject Services at the discounted rates provided under this Contract Offer during the Term Period.

(I) The Customer must maintain a minimum of thirty-three (33) DS3 Subject Services, but no more than one-hundred eight (108) DS3 subject services, under this Contract Offer during the Term Period.

(J) DS3 Subject Services under this Contract Offer must be ordered consistent with the mileage bands identified in Section 22.117.5, and must not exceed 50 miles.

(K) DS3 Subject Services under this Contact Offer must terminate in collocated facilities.

(L) Commingling of services, as defined in Section 2.6 of Tariff F.C.C. No. 2, is prohibited.

(M) The Customer will not be able to combine this Contract Offer with any other promotional, contract offering, or discount plan in conjunction with this Contract Offer.

22.117.5 Rates and Charges

DS3 Interoffice Transport Rates and Charges:

The Customer shall pay the following Monthly Recurring Charges (MRCs) for DS3 Interoffice Transport under this Contract Offer:

Description	USOC	Qty	MRC
Mileage (1-10 miles)			$700
Channel Mileage Termination	CZ4X+	2	
Channel Mileage	1YZX+	1-10	
Mileage (11-20 miles)			$800
Channel Mileage Termination	CZ4X+	2	
Channel Mileage	1YZX+	11-20	
Mileage (21-30 miles)			$900
Channel Mileage Termination	CZ4X+	2	
Channel Mileage	1YZX+	21-30	
Mileage (31-40 miles)			$1000
Channel Mileage Termination	CZ4X+	2	
Channel Mileage	1YZX+	31-40	
Mileage (41-50 miles)			$1100
Channel Mileage Termination	CZ4X+	2	
Channel Mileage	1YZX+	41-50	

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.117 Contract Offer No. 117 - DS3 Interoffice Transport Service Offer (Cont'd)

22.117.6 Assignment and Transfer

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

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

22.117.7 Mergers and Acquisitions

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

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.117 Contract Offer No. 117 - DS3 Interoffice Transport Service Offer (Cont'd)

22.117.8 Termination Liability

Termination liability language, described below, applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 7. If the Customer terminates this Contract Offer before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination Liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 22.117.3 or the Terms and Conditions in Section 22.117.4.

These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described below.

The Customer's termination liability charges shall be equal to:

50% of all MRCs for the balance of the Customer's three (3) year Term Period for all services provided under this Contract Offer.

The termination liability charge shall be calculated as follows:

MRCs multiplied by (Months remaining in Term Period) multiplied by (Termination percentage of 50%)

Example: A Customer has $20,000 in MRCs and terminates this Contract Offer after two (2) years, and has twelve (12) months remaining on the three (3) year Term Period. The termination liability would be calculated as:

($20,000 X 12 months) X 50% = $120,000 termination liability charge

Upon termination of this Contract Offer, all remaining in-service Subject Services will convert back to the prevailing tariff rates, as found in Section 21, according to the term plan that the services were ordered under at original purchase.

(N)

22. Pricing Flexibility Contract Offerings

22.118 Contract Offer No. 118– (1) and DS3 Service Offer (D)

22.118.1 General Description

(1) and DS3 Service Offer is an access discount plan that permits customers located in Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates in Section 22.118.5 for (1) and DS3 service that meet the eligibility criteria described in Section 22.118.3, below. This Contract Offer is available in the Chicago, Illinois MSA. (D) (D)

Contract Offer No. 118 is only available for subscription July13, 2006 through August 13, 2006. This offer is not renewable.

22.118.2 Subject Services

Contract Offer No. 118 applies to pricing flexibility qualified access service (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) – Tariff F.C.C. No. 2, Section (1) (D)
DS3 Service – Tariff F.C.C. No. 2, Section 7.2.9

All terms and conditions for the Subject Services listed above are governed by their respective tariff sections except where provisions of this Contract Offer No. 118 conflict with such respective tariff sections, in which case the provisions provided herein shall prevail.

22.118.3 Eligibility Criteria

The following eligibility criteria must be met in order to subscribe to Contract Offer no. 118:

(A) Service must be a Subject Service listed in Section 22.118.2,

(B) Service must be located in the following MSA: Chicago, Illinois, and

(C) Customer must have one (1) existing (1), and one (1) existing DS3 Service under a current sixty (60) month Optional Payment Plan. (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 118 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.118 Contract Offer No. 118– [1] and DS3 Service Offer (Cont'd) (D)

22.118.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is sixty (60) months commencing on the date billing begins. Billing commences no later than thirty (30) days after the Telephone Company's completion of the access service order. At the end of the Term Period, the Customer may:

(1) Select from the Term Pricing Plan options as described in Section 21.5, or
(2) Disconnect Subject Services.

If the Customer does not choose one of the options above, the service will continue and be changed to the prevailing applicable monthly extension rates in Section 21.5.

(B) Contract Offer No 118 is also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched and Special Access Services, and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(C) Rate stability under Contract Offer No. 118 applies only to the rates specific to this Contract Offer as outlined in Section 22.118.5;

(D) Contract Offer No. 118 is only available July 13, 2006, through August 13, 2006;

(E) Customer must purchase one (1) new DS3 service, and two (2) [1] that will be added to the existing OC-12 DRS pursuant to this Contract Offer; (D)

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[1] See footnote (1) on page 22-963.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.118 Contract Offer No. 118– [1] and DS3 Service Offer (Cont'd) (D)

22.118.4 Terms and Conditions (Cont'd)

(F) Contract Offer No. 118 discounted rates, as described in Section 22.118.5, shall apply to the existing [1] and existing DS3 service; (D)

(G) In order to subscribe to Contract Offer No. 118, Customer must submit a Letter of Subscription (LOS) to the Telephone Company;

(H) If the Customer should discontinue service under Contract Offer No. 118 during the Term Period, termination liability charges will apply in accordance with Section 22.118.7;

(I) The Customer must subscribe to the services available under this Contract Offer No. 118 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(J) If, after the Telephone Company receives the Letter of Subscription (LOS) and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(K) If the Customer requests additional service features and functions not included in Section 22.118.5, herein, the Customer will pay the tariff rates for those additions as contained in Section 21-Metropolitian Statistical Area Access Services;

(L) Subject Services under this Contract Offer will Not be eligible for additional discounts under the Managed Value Plan (MVP) in Section 19;

(M) This Contract Offer No. 118 cannot be combined with any other promotion, contract, or discount offer;

(N) Commingling, as defined in F.C.C. Tariff No. 2, Section 2.6, is Prohibited;

(O) Pursuant to this Contract Offer, Subject Services must be currently on a sixty (60) month Optional Payment Plan. The Telephone Company shall waive otherwise applicable termination liability charges as described in Section 7 for all such existing Subject Services.

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[1] See footnote (1) on page 22-963.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.118 Contract Offer No. 118– (1) and DS3 Service Offer (Cont'd) (D)

22.118.5 Rates and Charges

(A) The Customer must pay the following Monthly Recurring Charges (MRCs):

(1) (1) $9,408.75
The (1) MRC includes the following elements listed in Table A, below: (D)

Table A

Rate Description	USOC	Qty	Rates	
(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(D)

(2) DS3 Service includes one of the following elements listed in Table B, below.

Table B

Rate Description	USOC	Qty	Rate
Central Office Multiplexing zone 2	QM3X2	1	$337.50
Central Office Multiplexing zone 4	QM3X4	1	$367.50

(3) Customer may add (1) with the rates specified in Table C, below. The ports will be co-terminus with the Contract Term Period. (D)

Table C

Rate Description	USOC	MRC Rate	
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

(B) The Customer must pay the following Non-recurring Charges (NRCs) listed in the Table D below:

Table D

Rate Description	USOC	Qty	Rate	
(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(D)
DS3 Administrative Charge	NRMA4	2	$75.00	

---

(1) See footnote (1) on page 22-963.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.118 Contract Offer No. 118– [1] and DS3 Service Offer (Cont'd) (D)

22.118.6 Technology Upgrade

As long as the Customer meets the eligibility criteria in Section 22.118.3 and the Terms and Conditions in Section 22.118.4, the Customer may purchase service which offers features based on upgraded technology from the Telephone Company to replace the Subject Services listed in Section 22.118.2. Once eligibility is determined, the Telephone Company shall waive termination liability for this Contract Offer, provided that the desired upgraded technology meets the following conditions:

(A) Is comparable to existing Subject Service;

(B) Provides substantially the same functionality as the existing Subject Service; and

(C) Customer agrees to purchase the upgraded technology for at least the remainder of the Term Period of this Contract Offer.

22.118.7 Termination Liability

If the Customer terminates Subject Service before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the Terms and Conditions of this Contract Offer. These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described below.

The Customer's termination liability charges shall be equal to:

50% of all Monthly Recurring Charges (MRCs) for the balance of Customer's sixty (60) month term. The termination liability charge will be calculated as follows:

(MRCs) X (Months remaining in term) X (50%)

Example: A Customer with an OC-12 Dedicated Ring Service with a $ 9,480.00 MRC terminates service after forty-five (45) months, and has fifteen (15) months remaining in the sixty (60) month term. The termination liability would be calculated as:

($9,480.00 X 15) X 50% = $71,100.00 termination liability charge.

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[1] See footnote (1) on page 22-963.

22. Pricing Flexibility Contract Offerings

(N)

22.119 Contract Offer No. 119 –DS1 and DS3 Service Offer

22.119.1 General Description

This DS1 and DS3 Service Offer (Contract Offer No. 119) is an access services discount pricing plan that permits customers who meet the Eligibility Criteria described in Section 22.119.2 and the Terms and Conditions in Section 22.119.3 to purchase DS1 and DS3 services at the rates listed in Section 22.119.5, subject to minimum purchase and in-service requirements.

Contract Offer No. 119 is available for subscription only from July 20, 2006 through August 20, 2006. Contract Offer No. 119 is not renewable.

22.119.2 Eligibility Criteria

The following eligibility criteria must be met to receive Contract Offer No. 119 discounts:

(A)Services purchased under Contract Offer No. 119 must be located in the Chicago, IL Metropolitan Statistical Area (MSA).

(B)Contract Offer 119 applies to the following pricing-flexibility-qualified access services (Subject Services):

(1) DS1 Service - Ameritech Tariff F.C.C. No. 2, Section 7 for Phase 1 MSAs and Section 21 for Phase 2 MSAs.
(2) DS3 Service – Ameritech Tariff F.C.C. No. 2, Section 7 for Phase 1 MSAs and Section 21 for Phase 2 MSAs.

22.119.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be five (5) years commencing on the date the Telephone Company receives a Letter of Subscription (LOS) from the Customer.

If the Customer elects to continue services at the expiration of the Term Period, the Customer may, by written notification to the Telephone Company within sixty (60) days prior to the expiration of the Term Period, select from the payment options found in F.C.C. No. 2, Section 7.5.9 or Section 21.5.2.7.

If, at the expiration of the Term Period, the Customer does not elect a payment option as described above, the Subject Services will be converted to the prevailing applicable monthly extension rates found in F.C.C. No. 2, Section 7.5.9 according to the Service Term selected.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.119 Contract Offer No. 119 –DS1 and DS3 Service Offer (Cont'd)

22.119.3 Terms and Conditions (Cont'd)

(B) Other Terms and Conditions

(1) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company;

(2) Contract Offer No. 119 is available for subscription only from July 20, 2006 through August 20, 2006;

(3) If the Customer discontinues service under Contract Offer No. 119 during the Term Period, termination liability charges will apply in accordance with Section 22.119.8;

(4) If the Customer requests additional services, features or functions not included in Section 22.119.5, the Customer must pay the tariff rates for those services, features, and functions as contained in Section 7-Special Access Service or Section 21-Metropolitan Statistical Area Access Services, depending on the service type, unless such service is made subject to another tariff, including any applicable pricing flexibility tariff, in which case such other tariff shall apply;

(5) Except as otherwise provided herein, Subject Services are subject to the rates, terms and conditions in other sections of F.C.C. Tariff No. 2, including Sections 2 – General Regulations, 5 – Ordering Options for Switched & Special Access Service, and 13 – Additional Engineering, Additional Labor & Miscellaneous Services. Such rates, terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the Terms and Conditions described in this Contract Offer;

(6) The Customer must meet minimum purchase requirements provided herein. Minimum purchase requirements must be achieved through new installations, as follows:

(a) Within twelve (12) months of the date upon which the Telephone Company receives the Customer's LOS, the Customer must purchase at least one hundred (100) new DS1 Subject Services.

(b) Within thirty (30) months of the date upon which the Telephone Company receives the Customer's LOS, the Customer must purchase a total of at least three hundred (300) new DS1 Subject Services (including the one hundred (100) new DS1 Subject Services described above).

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.119 Contract Offer No. 119 –DS1 and DS3 Service Offer (Cont'd)

22.119.3 Terms and Conditions (Cont'd)

(B) Other Terms and Conditions (Cont'd)

(6) (Cont'd)

(c) Within eighteen (18) months of the date of the date upon which the Telephone Company receives the Customer's LOS, the Customer must purchase at least fifteen (15) new DS3 Subject Services.

(d) Within thirty (30) months of the date upon which the Telephone Company receives the Customer's LOS, the Customer must purchase a total of at least thirty (30) new DS3 Subject Services (including the fifteen (15) new DS3 Subject Services described above).

(e) If the Customer fails to meet the minimum purchase requirements described above, the Telephone Company will bill the Customer, and the Customer must pay, for the minimum number of new DS1 and DS3 Subject Services required, as described in Section 22.119.8(C).

(7) Upon subscription to this Contract Offer, the Customer may convert no more than fifty (50) existing DS1s, to the rates outlined in this Contract Offer. All applicable rates, Terms and Conditions pursuant to this Contract Offer will apply to these converted DS1 services;

(8) All Subject Services must be ordered with a Service Term of five (5) years, pursuant to Section 7-Special Access Service or Section 21-Metropolitan Statistical Area Access Services, depending on the service type. Subject Services will be subject to the terms and conditions of the underlying Service Term plans, including, without limitation, the termination liability provisions therein;

(9) All Subject Services ordered in excess of the minimum purchase requirements specified in Section 22.119.3(B)(6)(e) will be billed at prevailing tariff rates available in Section 7.5.9 or 21.5.2.7, depending on the MSA relief level in effect at the time the service is ordered, unless such service is made subject to another tariff, including any applicable pricing flexibility tariff, in which case such other tariff shall apply;

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.119 Contract Offer No. 119 –DS1 and DS3 Service Offer (Cont'd) (N)

22.119.4 Portability and Minimum In-Service Requirements

The Telephone Company shall waive otherwise applicable termination liability charges for moves and/or disconnections of existing Subject Services, provided that the Customer complies with the conditions set forth below. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for those charges on a quarterly basis.

(A) The Customer must be in compliance with all Terms and Conditions of this Contract Offer;

(B) The Subject Service must have been in service for a minimum of twelve (12) months before that circuit will be eligible for portability;

(A)To be eligible for portability, the Subject Service must include a Local Distribution Channel.

22.119.5 Rates and Charges

The following MRCs shall apply to new DS1 circuits provided under this Contract Offer:

Rate Element	MRC
Local Distribution Channel (per LDC)	$106.46
Fixed Mileage Termination	$34.84
Variable Mileage (per mile)	$0.91
1/0 Multiplexer	$168.00

The following MRCs shall apply to new DS3 circuits provided under this Contract Offer:

Rate Element	MRC
Local Distribution Channel (per LDC)	$864.00
Channel Mileage Termination – Per point of termination	$168.00
Channel Mileage – (Per Mile)	$23.52
Multiplexing DS3 to DS1	$396.90

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.119 Contract Offer No. 119 –DS1 and DS3 Service Offer (Cont'd)

22.119.6 Assignment and Transfer

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

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

22.119.7 New Special Access Service Offerings

If the Telephone Company makes available one or more new special access service offerings, or other upgraded technology offerings capable of substituting for the Subject Services provided under this Contract Offer, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Services provided under this Contract Offer, without incurring termination liability under this Contract Offer, provided, however, that the Customer's contract offer or other contract or tariff governing the new service offerings must include a term period, revenue commitment, or monthly recurring billing that are the same as, or greater than, this Contract Offer.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.119 Contract Offer No. 119 –DS1 and DS3 Service Offer (Cont'd)

22.119.8 Termination Liability

The termination liability language described below applies in lieu of the termination liability language described in Ameritech Tariff, F.C.C. No. 2, Section 7.

(A) If the Customer terminates this Contract Offer before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 22.119.2 or the Terms and Conditions in Section 22.119.3 as defined in Section 22.119.3(B)(6)(e), except as provided in Section (C) herein. These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described below.

The Customer's termination liability charges shall be equal to:

50% of all Monthly Recurring Charges for the balance of the Customer's Term Period for all Subject Services under contract.

Example: If the Monthly Recurring Charge is $10,000 per month for the balance of the Term Period, and the Contract Offer is terminated after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month Term Period, the termination charge would be calculated as:

($10,000 X 24 months) X 50% = $120,000 Termination Charge

(N)

(This page filed under Transmittal No. 1565)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.119 Contract Offer No. 119 –DS1 and DS3 Service Offer (Cont'd)

22.119.8 Termination Liability (Cont'd)

(B) If Customer terminates individual Subject Services provided under this Contract Offer prior to the completion of the Service Term, during the Term Period, the Customer will be liable for a termination charge which shall be equal to 50% of the Monthly Recurring Charges for the Subject Services for the balance of the Service Term, during the Term Period, and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (months remaining in Service Term) multiplied by (termination liability percentage of 50%) = Termination Charge

Example: The MRC equals $350. The Subject Service is terminated after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month Service Term Period, and the termination charge would be calculated as:

($350 X 24 months) x 50% = $4,200 Termination Charge

(C) Failure to achieve minimum purchase requirements:

(1) Should the Customer fail to meet the minimum purchase requirements as set forth in 22.119.3 (B)(6), the Telephone Company will bill the Customer and the Customer must pay for the minimum required number of DS1 and/or DS3 Subject Services to meet the commitment. This shall be defined as the shortfall amount.

(2) The formula for calculation of the shortfall shall be as follows: Number of minimum DS1/DS3 Subject Services minus the number of actual DS1/DS3 Subject Services, times the Median Monthly Recurring Charge for the DS1/DS3 Subject Services. The Median Monthly Recurring Charge for the DS1/DS3 Subject Services will be determined for the period to which the minimum purchase requirement applies as referenced in 22.119.3 (B)(6).

(3) The Customer will be billed the shortfall amount, as calculated above, on a monthly basis until the expiration of the Term Period or until the Customer purchases the requisite number of DS1/DS3 Subject Services, whichever comes first.

(4) Should the Customer fail to remit the shortfall amount within thirty (30) days of the contract year end date, the Customer will be declared to be in violation of the contract and subject to the termination liability charges, as defined in Section 22.119.8(A) .

Example of a shortfall calculation:

(300 DS1 circuits X $160 Median DS1 MRC) – (175 DS1 circuits X $160 Median MRC) = $20,000 MRC to be billed to the Customer.

(N)

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 120 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-975

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22. [1] (D)

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[1] See footnote (1) on page 22-975

22. [1] (D)

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[1] See footnote (1) on page 22-975

22. [1] (D)

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[1] See footnote (1) on page 22-975

22. Pricing Flexibility Contract Offerings

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (N)

22.121.1 General Description

Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Contract Offer No. 121) is an access discount plan for which subscription is required to the following access tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Southwestern Bell Telephone Company (N) (SWBT) Tariff F.C.C. No. 73, Nevada Bell Telephone Company (NBTC) Tariff (Nx) F.C.C. No. 1, The Southern New England Telephone Company (SNET) Tariff F.C.C. No. 39 and Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1. Contract Offer No. 121 provides Customers with discounts and incentives (as defined in Section 22.121.6) in accordance with the Terms and Conditions as (Nx) set forth in Section 22.121.4. (N)

To receive discounts under this Contract Offer, the Customer must meet Eligibility Criteria described in Section 22.121.3 and must comply with all Terms and Conditions of this Contract Offer. Contract Offer No. 121 requires eligible Customers to maintain a Baseline Minimum Annual Revenue Commitment (MARC) of $141,600,000, as described in Section 22.121.3(B), following. If during the Annual True-up the Customer's billed recurring revenue for Qualified Access Services is less than the Baseline MARC, the Customer must remit the Make-up Payment as described in the Annual True-up process set forth in Section 22.121.7. If the Customer does not comply in all material respects with all Terms and Conditions of this Contract Offer No. 121, termination liability charges, in accordance with Section 22.121.10, will apply.

Contract Offer No. 121 will be available for subscription only from July 29, 2006 through August 29, 2006.

(N)

(x) Issued under Authority of Special Permission No. 06-028 of F.C.C.

(This page filed under Transmittal No. 1567)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.121.2 Services Available For WAMS-VIP Offer

(A) Contract Offer No. 121 applies to billed recurring revenues for the qualified access services contained in Ameritech Tariff F.C.C. No. 2 (Qualified Access Services), listed in Table A, below:

Table A

Services	**General Basic Description**	**Rates and Charges**		
DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7	
(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(D)
SONET Xpress Service	7.2.12	7.5.12	21.5.2.10	
(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(D)

(B) When additional Qualified Access Services are added to the services available under Ameritech Tariff F.C.C. No. 2, all billed, recurring revenues for such additional Qualified Access Services will be added to this Contract Offer No. 121 for the purposes of calculating the credits and incentives included in this Contract Offer No. 121.

(C) All terms and conditions for the Qualified Access Services are governed by the respective tariff sections, except as noted in this Contract Offer No. 121.

(1) Material previously contained in this section has been deleted. OCN PTP, DSRS, GigaMAN and MON services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 121 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007

22. Pricing Flexibility Contract Offerings (Cont'd)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd) (N)

22.121.3 WAMS-VIP Offer Eligibility Criteria

The following eligibility criteria must be met to subscribe to Contract Offer No. 121:

(A) Concurrent Subscription

The Customer must concurrently subscribe to Contract Offer No. 121 pursuant to the following tariffs:

(1) NBTC Tariff F.C.C. No. 1, Section 23, Contract Offer No. 9; (N)
(2) PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 99; (Nx)
(3) SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 28; and
(4) SWBT Tariff F.C.C. No. 73, Section 41, Contract Offer No. 94.

Breach, cancellation or termination of any of these Contract Offers shall constitute a breach, cancellation or termination of all of these Contract Offers. (Nx) (N)

(B) The Customer must have billed recurring revenues for Qualified Access Services to establish a Baseline Minimum Annual Revenue Commitment (Baseline MARC) of $141,600,000;

(C) The Qualified Access Services must be located within the "Operating Territory" of the Telephone Company, as described in Ameritech Tariff F.C.C. No. 2, Section 14 (Operating Territory); and

(D) All Qualified Access Service(s) must originate or terminate on a wireless carrier's network.

(N)

(x) Issued under Authority of Special Permission No. 06-028 of F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.121.4 WAMS-VIP Offer Terms and Conditions

(A) Revenue commitments are based on billed, recurring charges for the Qualified Access Services and specifically exclude any non-recurring charges, incentives and discounts earned under this Contract Offer No. 121;

(B) The Customer must maintain a Baseline Minimum Annual Revenue Commitment (MARC) of $141,600,000 each Term Year of this Contract Offer No. 121;

(C) The Customer must maintain the Incentive Discount Commitment (IDC), as defined in Section 22.121.6.(A)(1) for Term Years 2 to 5 for Qualified Access Services;

(D) The Customer's Baseline MARC and IDC will include all billed recurring revenue for Qualified Access Services identified in Section 22.121.2, and shall be based on the sum of all of the billed recurring revenues for the Qualified Access Services, including all of the Contract Offers as described in Section 22.121.3(A);

(E) Incentives and discounts earned by the Customer under this Contract Offer No. 121 shall be applied in the form of a credit to the Customer's bill(s) for Qualified Access Services, located in the Metropolitan Statistical Areas (MSAs) where the Telephone Company has been granted pricing flexibility, as listed in Ameritech Tariff F.C.C. No. 2, Section 21;

(F) Contract Offer No. 121 incentives and discounts are in addition to, and do not alter, any of the existing service discount/term plans available in the Telephone Company's respective tariffs, except that billed, recurring revenues that are discounted under this Contract Offer No. 121 are not eligible under the Managed Value Plan (MVP) offered in Ameritech Tariff F.C.C. No. 2, Section 19, nor are billed, recurring revenues under MVP eligible for discounts under this Contract Offer No. 121;

(G) The Telephone Company reserves the right to change rates for Qualified Access Services included under Contract Offer No. 121, but in the event of such rate modifications, no change will be made to the Baseline MARC or the IDC, except as specified in Section 22.121.7;

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.121.4 WAMS-VIP Offer Terms and Conditions (Cont'd)

(H) Qualified Access Services are subject to certain rates, charges and general terms and conditions in other sections of Ameritech Tariff F.C.C. No. 2 (Sections 2-General Regulations, 5-Ordering Options for Switch & Special Access Service, and 13-Additional Engineering, Additional Labor and Miscellaneous Services) and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. However, such tariff modifications will not change the Terms and Conditions described in Contract Offer No. 121;

(I) This Contract Offer No. 121 is available July 29, 2006 through August 29, 2006;

(J) The Customer must meet the criteria described for Incentive Discounts and Portability Incentives, as provided in Section 22.121.6; and

(K) To subscribe to Contract Offer No. 121, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

22.121.5 WAMS-VIP Offer Term Period

The contract term (Term Period) is sixty (60) months commencing on the date the LOS is signed by the Customer. Each twelve month (12) period beginning with the LOS signature date shall be a Term Year. At the end of the Term Period, the discounts and incentives provided in this Contract Offer No. 121 shall be discontinued.

This offer is not renewable.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd) (N)

22.121.6 WAMS-VIP Offer Incentives

The Customer will be eligible for the following Incentive Discounts and/or Portability Incentives (collectively "Incentives") under this Contract Offer No. 121 during each of the Term Years:

Incentive Discount Commitment Credit (IDCC);
Incentive Discount Plus Credit (IDPC); and
Portability Incentive for DS3s (Portability Incentive).

(A) Incentive Discount Commitment
In order to qualify for the IDCC, IDPC and Portability Incentives, the Customer must maintain the "Incentive Discount Commitment" (IDC):

(1) Establishment of the IDC

(a) For Term Year 1, the Customer's IDC will equal the Baseline MARC of $141,600,000, as described in Section 22.121.3(B);

(b) For Term Years 2 through 5, the Customer's IDC will be:

(i) The IDC from the previous Term Year; or

(ii) The IDC may be increased, at the Customer's election, effective with the beginning of the contract Term Year according to the IDC Levels in Table B, based on either the Achieved Revenue Amount, as defined in Section 22.121.7(A) or the Customer's billed recurring revenue for Qualified Access Services during the previous three (3) months times four (4).

(c) The Customer may elect, by providing written notice to the Telephone Company within sixty (60) days of the contract's Term Year end date, to increase the IDC:

(i) The IDC may be increased but never decreased;

(ii) The re-established IDC represents the Customer's IDC for the remainder of the Term Period; and

(iii) The IDC elected by the Customer cannot exceed the higher of the Achieved Revenue amount or the previous three (3) months billed recurring revenue for Qualified Access Services times four (4). (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd) (N)

22.121.6 WAMS-VIP Offer Incentive Discounts (Cont'd)

(A) Incentive Discount Commitment (Cont'd)

(2) Application of Incentive Discount Commitment
If during the Annual True-Up, as defined in Section 22.121.7(A), the Customer's Achieved Revenue Amount meets or exceeds the IDC, the Telephone Company will apply the IDCC, IDPC and Portability Incentives during the following Term Year, provided the criteria in Section 22.121.6(B),(C) and (D), respectively, are met.

Example: In Term Year 1, the Customer's Achieved Revenue Amount, determined by the Annual True-Up, equals $147,000,000 and the IDC is $141,600,000. Since the Achieved Revenue Amount exceeds the IDC, the Telephone Company would apply the IDCC, IDPC and Portability Incentives in Term Year 2, based on the Customer's IDC for Term Year 2 of $141,600,000.

(3) Notwithstanding the above, Incentives shall not be applied unless and until the Customer is current in paying (or properly disputing) all invoices submitted for payment by the Telephone Company for billed, recurring Qualified Access Services in accordance with Ameritech Tariff F.C.C. No. 2, Section 2.

(B) Incentive Discount Commitment Credit for Qualified Access Services

IDCC shall be calculated and awarded on an aggregate basis across the concurrently subscribed to Contract Offers as described in Section 22.121.3(A). If qualified for a IDCC, an award of the IDCC under this Contract Offer will satisfy any IDCC obligations of the concurrently subscribed to Contract Offers as described in Section 22. 121.3(A), and an award of IDCC under such other Contract Offers shall satisfy any IDCC obligations under this Contract Offer No. 121.

The Customer will notify the Telephone Company in writing of the Billing Account Number(s) (BAN) and percentage of the IDCC awarded to be applied to each BAN(s) billing Qualified Access Services for the Contract Offers subscribed to in Section 22.121.3(A).

For each Term Year, the Customer will be eligible for an Incentive Discount Commitment Credit (IDCC) based on the sum of all billed recurring revenue for Qualified Access Services, including all of the Contract Offers as described in Section 22.121.3(A), according to Table B, following. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.121.6 WAMS-VIP Offer Incentive Discounts (Cont'd)

(B) Incentive Discount Commitment Credit for Qualified Access Services (Cont'd)

Table B:

IDC Level	IDC	IDCC
1	$141,600,000	$12,700,000
2	$179,900,000	$19,800,000
3	$194,200,000	$25,300,000
4	$209,800,000	$31,500,000
5	$226,600,000	$36,300,000

(1) Application of Incentive Discount Commitment Credit

(a) The Telephone Company will apply the IDCC to the Customer's bill(s) for Qualified Access Services in those Term Years for which the Customer qualifies for the IDCC per Section 22.121.6(A)(2),as follows:

(i) One-quarter (1/4) of the IDCC will be applied thirty (30) days in arrears from the end of the 1st and 3rd Quarters of the Term Year based on the IDCC determined under Sections 22.121.6(B)(1)(b)and 22.121.6(B)(1)(c), below;
(ii) One-quarter (1/4) of the IDCC will be applied by the end of the 2nd Quarter, based on the IDCC determined under Sections 22.121.6(B)(1)(b)and 22.121.6(B)(1)(c), below; and
(iii) One-quarter(1/4)of the IDCC will be applied sixty (60) days in arrears from the end of the 4th Quarter of the Term Year, through the Annual True-Up described in Section 22.121.7.

(b) The IDCC applied during the first three (3) quarters of Term Year 1 will be based on IDC Level 1.

(c) The IDCC applied during the first three (3) quarters of Term Years 2 through 5 will be based on the IDC Level established in Section 22.121.6(A).

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.121.6 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Plus Credit for Qualified Access Service

IDPC shall be calculated and awarded on an aggregate basis across the concurrently subscribed to Contract Offers as described in Section 22.121.3(A). If qualified for a IDPC, an award of the IDPC under this Contract Offer will satisfy any IDPC obligations of the concurrently subscribed to Contract Offers as described in Section 22.121.3(A), and an award of IDPC under such other Contract Offers shall satisfy any IDPC obligations under this Contract Offer No. 121.

The Customer will notify the Telephone Company in writing of the Billing Account Number(s) (BAN) and percentage of the IDPC awarded to be applied to each BAN(s) billing Qualified Access Services for the Contract Offers subscribed to in Section 22.121.3(A).

For each Term Year, the Customer will be eligible for an IDPC which applies to non-IDC revenues. Non-IDC revenues are the sum of all recurring revenues associated with the Qualified Access Services, including billed recurring revenues of all of the Contract Offers as described in Section 22.121.3(A) that exceed the Customer's IDC (which are listed as Levels in Table B) according to the ranges set forth in Table C.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.121.6 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Plus Credit for Qualified Access Service (Cont'd)

Table C:

IDC Level	Band	Non - IDCC Rev Min	Non - IDCC Rev Max	IDPC
1	1	$ 31,600,000	$ 38,299,999	$1,400,000
	2	$ 38,300,000	$ 52,699,999	$3,100,000
	3	$ 52,700,000	$ 68,199,999	$5,700,000
	4	$ 68,200,000	$ 84,999,999	$8,800,000
	5	$ 85,000,000	$ 103,099,999	$12,400,000
	6	$ 103,100,000	$ 122,699,999	$16,700,000
	7	$ 122,700,000	and above	$21,700,000
2	1	$ 7,200,000	$ 14,399,999	$1,700,000
	2	$ 14,400,000	$ 29,899,999	$3,800,000
	3	$ 29,900,000	$ 46,699,999	$6,900,000
	4	$ 46,700,000	$ 64,799,999	$10,600,000
	5	$ 64,800,000	$ 84,399,999	$14,900,000
	6	$ 84,400,000	$ 105,599,999	$20,000,000
	7	$ 105,600,000	and above	$25,700,000
3	1	$ 7,800,000	$ 15,499,999	$2,100,000
	2	$ 15,500,000	$ 32,299,999	$4,600,000
	3	$ 32,300,000	$ 50,499,999	$8,300,000
	4	$ 50,500,000	$ 69,999,999	$12,700,000
	5	$ 70,000,000	$ 91,199,999	$17,700,000
	6	$ 91,200,000	$ 113,999,999	$23,600,000
	7	$ 114,000,000	and above	$30,300,000
4	1	$ 8,400,000	$ 16,799,999	$2,500,000
	2	$ 16,800,000	$ 34,899,999	$5,400,000
	3	$ 34,900,000	$ 54,499,999	$9,800,000
	4	$ 54,500,000	$ 75,599,999	$15,000,000
	5	$ 75,600,000	$ 98,499,999	$20,900,000
	6	$ 98,500,000	$ 123,099,999	$27,700,000
	7	$ 123,100,000	and above	$35,500,000
5	1	$ 9,100,000	$ 18,099,999	$3,000,000
	2	$ 18,100,000	$ 37,699,999	$6,400,000
	3	$ 37,700,000	$ 58,799,999	$11,600,000
	4	$ 58,800,000	$ 81,699,999	$17,600,000
	5	$ 81,700,000	$ 106,299,999	$24,400,000
	6	$ 106,300,000	$ 132,999,999	$32,300,000
	7	$ 133,000,000	and above	$41,300,000

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.121.6 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Plus Credit for Qualified Access Service (Cont'd)

(1) Application of Incentive Discount Plus Credit

(a) The Telephone Company will apply the IDPC to the Customer's bill(s) for Qualified Access Services in those Term Years for which the Customer qualifies for the IDPC as provided in Section 22.121.6(C); and

(b) The IDPC corresponding to the IDC Level and IDPC Band will be credited to the Customer's bill sixty (60) days in arrears from the end of the 4th Quarter of the Term Year, through the Annual True-up described in Section 22.121.7.

(D) DS3 Portability Incentive

The Portability Incentive waives termination liability charges that would otherwise be assessed to the Customer for moves of DS3 Qualified Access Services.

This Portability Incentive will be applied in addition to the Incentives described in Sections 22.121.6(B) and(C).

(1) Eligibility Criteria for DS3 Portability Incentive

The Customer must meet the following criteria to receive the Portability Incentive:

(a) The Customer's DS3s must meet the Minimum Period requirements, as established under Ameritech Tariff F.C.C. No. 2, Section 2.4.2, at the previous location;
(b) The Term Period of each new circuit must be equal to, or greater than, the remaining term of the disconnected circuit; and
(c) The disconnect and new service must be within the Operating Territory.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd) (N)

22.121.6 WAMS-VIP Offer Incentive Discounts (Cont'd)

(D) DS3 Portability Incentive (Cont'd)

(2) Quarterly Review of Add and Disconnect Access Service Orders

The Telephone Company will perform quarterly reviews of the quantity of the DS3 "adds" and "disconnects" within the Telephone Company Operating Territory, as described in Section 22.121.3(C), as follows:

(a) If the Customer qualifies for the Portability Incentive as set forth in Sections 22.121.6(A) and 22.121.6(D)(1), and the cumulative "add" access service orders exceed cumulative "disconnect" access service orders during the Term Year, as measured on a quarterly basis, the cumulative adds and the cumulative disconnects will carry over quarter to quarter within a Term Year until the number of cumulative disconnects exceeds the cumulative adds;

(b) If the Customer qualifies for the Portability Incentive as set forth in Section 22.121.6(A) and 22.121.6(D)(1), but cumulative "disconnect" access service orders exceed cumulative "add" access service orders during the Term Year, as measured on a quarterly basis, the Customer will be assessed termination liability charges on the number of circuits by which cumulative disconnect orders, where termination liability charges are applicable, exceed cumulative add orders; or

(c) During the Term Year, if the Customer is assessed termination liability charges as a result of cumulative "disconnect" access service orders exceeding cumulative "add" access service orders in any quarter, as described in 22.121.6(D)(2)(b), above, no cumulative "disconnect" access service orders or cumulative "add" access service orders will carry over to the next quarter within that Term Year. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.121.6 WAMS-VIP Offer Incentive Discounts (Cont'd)

(D) DS3 Portability Incentive (Cont'd)

(2) Quarterly Review of Add and Disconnect Access Service Orders (Cont'd)

Example:
During a given Term Year:

If at the end of the 1st Quarter:
DS3 "adds" = 10
DS3 "disconnects" = 3
Quarter Termination Liability = 0 DS3's
(DS3 "adds" are greater than DS3 "disconnects")

If at the end of the 2nd Quarter:
Cumulative DS3 "adds" = 11 (1st Qtr 10 plus 2nd Qtr 1)
Cumulative DS3 "disconnects"= 12 (1st Qtr 3 plus 2nd Qtr 9)
Quarter Termination Liability = 1 DS3
(Cumulative DS3 "disconnects" are greater than Cumulative DS3 "adds")

Termination Liability assessed based on the last disconnect order provisioned during the 2nd Quarter. The 1st and 2nd Quarters cumulative DS3 "adds" and cumulative DS3 "disconnects" will not accumulate into the 3rd Quarter.

If at the end of the 3rd Quarter:

DS3 "adds" = 2
DS3 "disconnects" = 1
Quarter Termination Liability = 0 DS3's
(DS3 "adds" are greater than DS3 "disconnects")

If at the end of the 4th Quarter:

Cumulative DS3 "adds" = 5 (3rd Qtr 2 plus 4th Qtr 3)
Cumulative DS3 "disconnects" = 3 (3rd Qtr 1 plus 4th Qtr 2)
Quarter Termination Liability = 0 DS3's
(Cumulative DS3 "adds" are greater than Cumulative DS3 "disconnects")

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.121.7 WAMS-VIP Annual True-Up

(A) An annual true-up calculation is performed after each Term Year ("Annual True-Up") to establish any 4th Quarter Incentive credits, adjustments or other payments that apply for the preceding twelve-month (12) period, as determined by whether:

(1) The Customer maintained its IDC during that Term Year;

(2) The Customer earned the IDCC received during the 1st, 2nd and 3rd Quarters of the Term Year ("Applied IDCC"); and

(3) The Customer qualifies to receive an IDPC.

For the purposes of the Annual True-Up calculations, the Customer's billed, recurring revenue for Qualified Access Services during the Term Year will constitute the Customer's "Achieved Revenue Amount." The IDCC and/or IDPC earned using the Achieved Revenue Amount compared to Table B in Section 22.121.6(B) and Table C in Section 22.121.6(C) will constitute the "Earned IDCC" and "Earned IDPC."

(B) Annual True-Up Calculations

(1) IDC Impact - Divested Market(s):

If the Telephone Company divests or sells any market(s) and if the billed recurring revenues for the Qualified Access Services that are used for the purposes of calculating the IDC are reduced, as a result of the divestiture and/or sale of those market(s), the Telephone Company will recalculate the IDC and IDCC, if requested by the Customer in writing within ninety (90) days of the divestiture and/or sale, according to the following steps below:

Step 1.
Determine the impact on total revenue by calculating the "IDC Impact-Divested Market(s)Percentage." The IDC Impact-Divested Market(s) Percentage is the percent change between the IDC and the Customer's billed recurring revenues for Qualified Access Services that the Telephone Company was required to divest.

Example:
IDC = $141,600,000
Revenue divestiture by the Telephone Company =$10,000,000

IDC minus divestiture amount = $131,600,000

IDC Impact – Divested Market(s) Percentage = 7.07%
(1-($132,000,000/$141,600,000)) (N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.121.7 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(1) IDC Impact - Divested Market(s): (Cont'd)

Step 2:
The current Term Year's IDC will be adjusted by subtracting the dollar amount of the billed recurring revenues for Qualified Access Services that were divested by the Telephone Company. The IDCC for the current Term Year will be adjusted by the IDC Impact-Divested Markets Percentage and prorated from the time of divestiture.

Step 3:
The Telephone Company will recalculate the IDC(s) which remains available to the Customer (Table B) by subtracting the annualized dollar amount of the billed recurring revenues for Qualified Access Service that was divested by the Telephone Company.

Step 4:
The Telephone Company will recalculate the IDCC(s) which remains available to the Customer (Table B) by the ratio of the reduced IDC to the original IDC for each level.

Example:
Reduced IDC = $131,600,000
($141,600,000 – $10,000,000)

Reduced IDCC = $11,802,110
($12,700,000 – ($12,700,000 x 7.07%)

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.121.7 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(2) IDCC Annual True-Up:

The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the IDC.

(a) If the Customer's Achieved Revenue Amount meets or exceeds the IDC, the Telephone Company will apply the appropriate 4th Quarter IDCC credit. The Customer will receive its 4th Quarter payment, as set forth in Section 22.121.6(B)(1)(a)(iii).

(b) If the Customer's Achieved Revenue Amount falls below the IDC, the Customer may pay the difference between the Achieved Revenue Amount and the IDC ("Make-Up Payment"). If the Customer has identified an "IDC Negative Impact," as defined in Subsection (c), following, that amount will be subtracted from the Make-up Payment.

(i) The Telephone Company will notify the Customer within thirty (30) days of the end of the Term Year of any Make-Up Payment.

(i) The Customer will pay the Make-Up Payment within thirty (30) days after receiving said notification from the Telephone Company.

(iii) The Telephone Company will apply the appropriate IDCC for the 4th Quarter of the Term Year within thirty (30) days of receiving the Make-Up Payment. The following Term Year's IDCC will be determined as set forth in Section 22.121.6(B).

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.121.7 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(2) IDCC Annual True-Up: (Cont'd)

(c) The Telephone Company will adjust the Make-up Payment at the Annual True-up, by the amount identified as a "Negative IDC Impact" revenue amount, if the IDC is missed due to the following "Negative IDC Impact" causes:

(i) If the tariff rates for the billed recurring revenues for the Qualified Access Services that are used for the purposes of calculating the IDC are reduced by a percentage that causes the Customer's billed recurring revenues for such Qualified Access Services to fall below the IDC; and/or

(ii) If the Customer terminates Qualified Access Service(s) as a result of one or more Excessive Service Outages, as defined in Section 22.121.10(B), and the billed recurring revenues for the Qualified Access Services that are used for the purposes of calculating the IDC are reduced, as a result of the Excessive Service Outage termination, by a percentage that causes the Customer's billed recurring revenues for such Qualified Access Services to fall below the IDC.

(d) If the Customer chooses not to make the Make-Up Payment, in Section 22.121.7(B)(2)(b)(ii), this Contract Offer shall be terminated and termination liability charges will apply, as described in Section 22.121.10(A).

Example of IDCC Annual True-Up:

If the Achieved Revenue Amount for Term Year 3 is $143,000,000 and the IDC is $141,600,000, then the IDCC would be $12,700,000. The IDCC applied for the 4th Quarter would be equal to $12,700,000 (which is $3,175,000 X 4) less the Applied IDCC received by the Customer for the Term Year.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd) (N)

22.121.7 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(3) IDPC Annual True-Up:
The Telephone Company will determine whether the Customer's Achieved Revenue Amount exceeds the IDC.

(a) If the Achieved Revenue Amount exceeds the IDC, the revenue above the IDC will be used to determine the IDPC Band in Table C based on the IDC Level. The IDPC corresponding to the IDC Level and IDPC Band will be credited as per Section 22.121.6.(C), or

(b) If the Achieved Revenue Amount does not exceed the IDC, or if revenue above the IDC does not fall within an IDPC Band, as described in (a), above, no IDPC credit will be applied for the Term Year.

Example of IDPC Annual True-Up:

If the Achieved Revenue Amount for Term Year 1 is $175,000,000 and the IDC is $141,600,000 (IDC Level 1), the revenue above the IDC would equal $33,400,000 ($175,000,000 -$141,600,000). The IDPC applied in the 4th Quarter would be $1,400,000 per IDPC Band 1.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.121.8 WAMS-VIP Offer Merger/Acquisitions

(A) Assignment/Successors

(1) If the Customer wishes to assign or transfer its rights and obligations under this Contract Offer 121 ("Contract Offer Subscription"), the Telephone Company will permit such transfer or assignment if the criteria in Ameritech Tariff F.C.C. No. 2, Section 2.1.2(A) are fulfilled, unless the proposed assignee or transferee demonstrates a lack of credit worthiness under any of the criteria in (a), (b) or (c), below, or if the assignee or transferee or its parent has commenced, or had initiated against it, a voluntary receivership or bankruptcy proceeding.

(a) Any debt of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade as defined by the securities and exchange commission; or

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

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

(i) Fair or below in a composite credit appraisal published by Dun and Bradstreet, or

(ii) High risk in a Paydex score as published by Dun and Bradstreet.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd) (N)

22.121.8 WAMS-VIP Offer Merger/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) The Terms and Conditions of Contract Offer No. 121 shall continue in full force and effect if the Customer merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity (Transfer). After a Transfer, if the other entity also purchases Qualified Access Service(s) from the Telephone Company, either directly or through any affiliates, the Customer shall not include under the Contract Offer Subscription any of the billed, recurring revenue for the Qualified Access Services of the other entity in place as of the date the Transfer is finalized (Transfer Date), except as may be provided below.

Notwithstanding the foregoing, the Customer may choose, at its discretion, one of the options set forth in Subsection Options (i) and (ii) following, within the time period that is between twelve (12) months and twenty-four (24) months after the Transfer Date.

To exercise an Option, the Customer shall send written notice to the Telephone Company, within the time period described above, stating which Option the Customer selects. The date that the Customer sends that written notice shall be the "Option Exercise Date." None of the Options shall alter in any way the terms or conditions of any contract or tariff pursuant to which the other entity obtains Qualified Access Services from the Telephone Company, including, but not limited to, any terms or conditions related to termination.

Option (i): The Customer and the Telephone Company shall recalculate the IDC, IDCC and IDPCs (collectively "Key Numbers") for the period from the Option Exercise Date to the end of the Term Period to allow for the combined billed, recurring revenues for Qualified Access Services of the Customer and the merged or acquiring company to be covered under the Contract Offer Subscription, provided the following conditions are met:

(N)

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22. Pricing Flexibility Contract Offerings (Cont’d)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont’d) (N)

22.121.8 WAMS-VIP Offer Merger/Acquisitions (Cont’d)

(A) Assignment/Successors (Cont’d)

(2) (Cont’d)

Option (i): (Cont'd)

(1) One hundred percent (100%) of the total combined billed, recurring revenues for Qualified Access Services of the Customer and the other entity must be included in the Contract Offer Subscription;

(2) The IDC will be adjusted according to the following formula:

The IDC will be equal to one hundred percent (100%) of the other entity’s billed, recurring revenues for Qualified Access Services for the three (3) months immediately preceding the Option Exercise Date, multiplied by four (4), plus the actual IDC at the time of merger. This shall be the “Combined IDC,” and

(3) The IDC and IDCC amounts will be adjusted according to the following formula:

The Option 1 multiplier (“Option 1 Multiplier”), which equals the ratio of the Combined IDC to the Customer’s current IDC and IDCC, will be applied to the values of the IDC and IDCC associated with the IDC and IDCC Levels that are still available to the Customer, as defined in Section 22.121.6.

Example:
IDC = $141,600,000
Current IDC Level = 1
IDCC = $12,700,000

New Entity Revenue = $33,400,000
Combined IDC = $175,000,000
($141,600,000 plus $33,400,000)

Option 1 Multiplier = 1.24
($175,000,000/$141,600,000)
Combined IDCC = $15,748,000
($12,700,000 multiplied by 1.24)

(4) The IDPC Bands, IDPC ranges and IDPC amounts will be adjusted using the Option 1 Multiplier.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd) (N)

22.121.8 WAMS-VIP Offer Merger/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(5) The Customer must have at least thirty-six (36) months remaining in the Term Period under the Contract Offer Subscription, or if less than thirty-six (36) months are remaining in the Term Period under the Contract Offer Subscription, the Term Period shall be automatically extended so that the Terms and Conditions of Contract Offer No. 121 remain in effect for thirty-six (36) months after the Option Exercise Date; and

(6) The Telephone Company will recalculate the Key Numbers within sixty (60) days of the Option Exercise Date, with no credits being applied to the Customer's bill(s) during this sixty (60) day period. Starting with the remaining quarters, combined Key Numbers will be used to determine applicable IDCC and IDPC credit amounts.

(a) If the Option Exercise Date falls within the 1st, 2nd or 3rd Quarters of the respective Term Year, the initial credit application of any eligible Combined IDCC will occur thirty (30) days after the Key Numbers are determined, or thirty (30) days in arrears of the end of the Quarter, whichever is later; or

(b) If the Option Exercise Date falls within the 4th Quarter of the respective Term Year, the initial credit application of any eligible Combined IDCC and/or Combined IDPC will occur thirty (30) days after the Key Number are determined, or sixty (60) days in arrears of the end of the Quarter, whichever is later.

Option (ii):
The Contract Offer Subscription shall be terminated as set forth within Section 22.121.10(A).

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.121.9 WAMS-VIP Performance – Credits

(A) Cell Site Performance

Cell site Performance Improvement Credits may be available to the Customer based on the quality of service delivered during the Term Period, as set forth in Subparagraph (2), following. The credits will be granted in the event that the Telephone Company's Contract Offer No. 121 service performance level objectives for cell site DS1 Qualified Access Services are not met.

For Term Year 1, the Telephone Company will apply a maximum of $600,000 in special construction credits to improve performance at mutually agreed cell sites that are performing below the DS1 Percentage of 99.9775% Network Availability. The special construction credits will not exceed $600,000 for the sum of all mutually agreed cell sites in all of the Contract Offers, as described in Section 22.121.3(A). This special construction credit will be available until Term Year 1 Annual True-Up.

(1) The DS1 Qualified Access Services cell site performance level parameters will be based on DS1 Percentage of Network Availability. The DS1 Percent of Network Availability will be calculated by determining the actual hours that the cell site DS1 circuits are in service during the Term Year compared to the total expected availability, and then aggregating those total hours over the course of a Term Year.

Example:

If a Customer had 100 circuits in service at the end of January and 110 at the end of February, their total hours of expected availability would be (31 days times 100 circuits, times 24 hours) plus (28 days, times 110 circuits, times 24 hours), or 148,320. This would be the denominator of the network availability equation.

The numerator would be the total hours of outage based on measured trouble found tickets reported to the Telephone Company, subtracted from the 148,320. If there were eight (8) reported failures totaling twenty-eight (28) hours of outage time, the resulting availability for those two (2) months will be equal to ((148,320-28)/148,320), or 99.981 percent.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd) (N)

22.121.9 WAMS-VIP Performance – Credits (Cont'd)

(A) Cell Site Performance (Cont'd)

(2) Table D, below, provides cell site service performance targets, based on DS1 Percentage of Network Availability, for each Term Year.

Table D

Term Year	% Network Availability
1	99.9775%
2	99.9835%
3	99.9900%
4	99.9900%
5	99.9900%

(3) At the Annual True-Up, if the Telephone Company's annual results fail to meet the performance target for the Term Year, as specified in Table D, above, and the Customer has met the IDC, the Telephone Company will provide credits for products and services as follows:

(i) The Telephone Company will apply one hundred dollars ($100) in special construction credits for each measured trouble found ticket reported to the Telephone Company during the Term Year for cell site improvements. The special construction credits will be used to improve performance at mutually agreed cell sites that are performing below the DS1 Percentage of Network Availability as specified in Table D, above; and

(ii) The special construction credits will be available for nine (9) months following the Annual True-Up in any Term Year in which the Telephone Company failed to meet the performance target.

Example: Special construction credits can be used to offset the cost of replacing copper with fiber at non-performing cell sites. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd) (N)

22.121.10 Termination

The Customer's subscription to this Contract Offer No. 121 shall terminate if the Customer elects to terminate this Contract Offer No. 121, or if the Customer materially breaches this Contract Offer, or any tariff governing any Qualifying Service provided pursuant to this Contract Offer No. 121, except as expressly provided to the contrary herein.

If the Customer elects to terminate its Contract Offer Subscription during the Term Period, the Customer must provide written notification to the Telephone Company indicating the Customer's intention to terminate its Contract Offer Subscription. This notification must include the date upon which the Customer wishes to terminate its Contract Offer Subscription.

(A) Termination Liability

Termination charges will be calculated as the percentage of all discounts given up to the time of termination as listed in Table E, below.

Table E:

Months	**Termination Liability %**
1 to 12	120%
13 to 24	75%
25 to 36	50%
37 to 48	25%
49 to 60	10%

Example:

The Customer terminates its Contract Offer Subscription after twenty-four (24) months, and the Customer received an IDCC of $25,400,000 for the previous twenty-four (24) months. The termination liability charges would be:

$25,400,000 X 75% = $19,050,000 termination liability charges.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.121.10 Termination (Cont'd)

(B) Excessive Service Outage Termination

An Excessive Service Outage occurs when the Customer's (1) or any self-healing ring-based Qualified Access Service experiences simultaneous equipment service interruptions of both the working and protection path of the network, and the service interruptions have not been excepted from treatment for a credit allowance under Ameritech Tariff F.C.C. No. 2, Section 2. (D)

(1) An Excessive Service Outage remedy will be available to the Customer if any of the following conditions apply:

(a) If, during any consecutive six (6) month period, there are more than two (2) Excessive Service Outages on an individual (1); (D)

(b) If, during any consecutive twelve (12) month period, there are more than three (3) Excessive Service Outages on an individual (1); and/or (D)

(c) If Excessive Service Outages reach a cumulative total of twelve (12) hours in any period of thirty (30) consecutive calendar days on an individual (1). (D)

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(1) See footnote (1) on page 22-981.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.121 Contract Offer No. 121 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.121.10 Termination (Cont'd)

(B) Excessive Service Outage Termination (Cont'd)

(2) If an Excessive Service Outage occurs, the Customer shall have one of the following Excessive Service Outage remedies. The Customer shall elect one of these remedies within sixty (60) days after the end of the Excessive Service Outage, as defined in Section 22.121.10(B)(1), by providing written notice to the Telephone Company:

(a) All underlying tariff remedies for the outage will apply for each Excessive Service Outage with no monthly limitations;

(b) Any failed equipment that is responsible for an Excessive Service Outage will be replaced, at no charge to the Customer, and with no change in the Customer's Term Period; or

(c) The Customer may terminate its subscription to the [1] service which incurred the outage(s) without incurring termination liability charges, if applicable, by providing written notice to the Telephone Company. Termination will be effective within two hundred and forty (240) calendar days following delivery of written notice to the Telephone Company. (D)

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[1] See footnote (1) on page 22-981.

22. Pricing Flexibility Contract Offerings

(N)

22.122 Contract Offer No. 122 – Wavelength Metropolitan Area Network (WaveMAN^{SM}) OC-48 Service Offer

22.122.1 General Description

Wavelength Metropolitan Area Network (WaveMAN^{SM}) OC-48 Service Offer (Contract Offer No. 122) is a special access service discount offer that permits Customers to pay the discounted rates listed in Section 22.122.5 for the purchase of one (1) new or the renewal of one (1) existing Subject Service as described in Section 22.122.2 below. Customers must meet the Eligibility Criteria, as set forth in Section 22.122.3, and the Terms and Conditions, as set forth in Section 22.122.4, to receive the discounts under this Contract Offer.

This Contract Offer is available September 7, 2006 through October 7, 2006. This offer is not renewable.

22.122.2 Subject Services

Contract Offer No. 122 applies to pricing-flexibility-qualified Special Access Services (referred to as “Subject Services”), as provided in the following tariff sections:

(1) Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Section 27 - Wavelength Metropolitan Area Network (WaveMAN^{SM}).

All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by their respective tariff sections, except as noted herein.

22.122.3 Eligibility Criteria

The following eligibility criteria must be met in order to receive the Contract Offer No. 122 discount rates:

(A) Subject Services must be pricing flexibility qualified access services listed in Section 22.122.2;

(B) Subject Services must be located in the following Pricing Flexibility Metropolitan Statistical Area (MSA): Chicago, IL;

(C) Subject Services ordered pursuant to this Contract Offer must be a new or an existing WaveMAN^{SM} OC-48 Service; and

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

(N)

(This page filed under Transmittal No. 1574)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.122 Contract Offer No. 122 – Wavelength Metropolitan Area Network (WaveMAN^{SM}) OC-48 Service Offer (Cont'd)

22.122.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is three (3) years, commencing on the date billing begins. Billing shall commence no later than thirty (30) days after the Telephone Company's completion of the Customer's order for the purchase of one (1) new or the renewal of one (1) existing WaveMAN^{SM} OC-48 Service. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options in Section 27.

If, at the expiration of the Term Period for the Subject Services, the Customer does not choose to disconnect or to select a payment option from Section 27, the Customer will automatically be billed the prevailing applicable monthly rates found in Section 21.5.2.17.2.

(B) Rate Stability

Rate stability under the Term Period applies only to the rates specific to Contract Offer No. 122, as listed in Section 22.122.5. Purchase of the Subject Services listed above under Contract Offer No. 122 are subject to the specific Terms and Conditions of Section 22.122.4. Purchase of the Subject Services listed in Section 22.122.2 in Contract Offer No. 122 are also subject to general terms and conditions of Tariff F.C.C. No. 2, and the terms and conditions in Tariff F.C.C. No. 2 may be modified through the filing of tariff changes at any time during the Term Period. In no event, however, shall changes to Tariff F.C.C. No. 2 result in a rate increase to the Subject Services the Customer ordered pursuant to this Contract Offer No. 122.

(C) Terms and Conditions

(1) Contract Offer No. 122 is available for subscription from September 7, 2006 through October 7, 2006;

(2) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company;

(3) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(4) The Customer must submit an Access Service Request (ASR) to either purchase one (1) new or renew one (1) existing Subject Service provided under this Contract Offer to the Telephone Company within thirty (30) days after submitting its LOS. Failure to submit an ASR within the required thirty (30) day interval shall constitute cancellation of the LOS;

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.122 Contract Offer No. 122 – Wavelength Metropolitan Area Network (WaveMAN^{SM}) OC-48 Service Offer (Cont'd)

22.122.4 Terms and Conditions (Cont'd)

(C) Terms and Conditions (Cont'd)

(2) If the Customer discontinues the Subject Service under Contract Offer No. 122 at any time during the Term Period, termination liability charges will apply in accordance with Section 22.122.8;

(6) If the Customer requests additional service, features and functions not included in Section 22.122.5 of this Contract Offer, the Customer will pay the tariff rates for those additions as contained in Section 27;

(7) The Customer must subscribe to the Subject Services under this Contract Offer in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(8) Subject Services under Contract Offer No. 122 will not be eligible for discounts under the Managed Value Plan (MVP) offer in Section 19; and

(9) The Customer must purchase one (1) new or renew one (1) existing Subject Service pursuant to this Contract Offer.

22.122.5 Rates and Charges

The Customer must pay the following discounted Monthly Recurring Charge (MRC) for Subject Services provided under this Contract Offer, as described in Table A below:.

Table A

Monthly Recurring Charge (MRC)	**$18,468**	
Rate Elements	**USOC**	**Quantity**
Local Distribution Channel (LDC)	TMECS	2
Channel Mileage Termination	CM6	2
Channel Mileage	1L5XX	45

Any rate elements not described herein will be subject to the rates and charges described in Sections 27.2 and 21.5.2.17.2.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.122 Contract Offer No. 122 – Wavelength Metropolitan Area Network (WaveMAN^{SM}) OC-48 Service Offer (Cont'd)

22.122.6 Assignment and Transfer

If the Customer wishes to assign or transfer its use of Subject Services under this Contract Offer No. 122 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in Tariff F.C.C. No. 2, Section 2.1.2 are fulfilled, unless the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50 percent of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

22.122.7 Mergers and Acquisitions

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

(This page filed under Transmittal No. 1574)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.122 Contract Offer No. 122 – Wavelength Metropolitan Area Network (WaveMAN^{SM}) OC-48 Service Offer (Cont'd)

22.122.8 Termination Liability Charges

The termination liability language contained below applies in lieu of termination liability language contained in Section 27. If the Customer terminates Subject Services under Contract Offer No. 122 before the completion of the Term Period, the Customer must pay the Telephone Company termination liability charges as described below. If the Customer is not in compliance with the Eligibility Criteria in Section 22.122.3, or the Terms and Conditions in Section 22.122.4, termination liability charges will apply. These charges shall become due as of the effective date of the termination, and are payable as described in Section 27. The Customer's termination liability charges for termination of a Subject Service shall be equal to:

100 percent of all MRCs for the balance of the Customer's Term Period, as applicable.

The termination liability charge will be calculated as follows:

(MRCs) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 100%)

Example: If a Customer with a $18,468 MRC terminates service after one (1) year, and has two (2) years remaining in a three (3) year Term Period, the termination liability would be calculated as:

($18,468 X 24) X 100% = $443,232 termination liability charge.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22.123 Contract Offer No. 123 – (1) and DS3 Renewal Offer (D)

22.123.1 General Description

This (1) and DS3 Renewal Offer is an access discount plan that permits customers (D) located in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) listed in Section 22.123.3(B) to pay the discounted rates in Section 22.123.5 for the renewal of an existing (1) with subtending DS3 facilities that meet (D) the eligibility criteria described in Section 22.123.3, below.

Contract Offer No. 123 is only available for subscription September 7, 2006 through October 7, 2006. This offer is not renewable.

22.123.2 Subject Services

Contract Offer No. 123 applies to pricing flexibility qualified access service (hereafter referred to as Subject Services) contained in the following tariff section:

DS3 Service – Tariff F.C.C. No. 2, Section 7.2.9; and

(1) – Tariff F.C.C. No. 2, Section (1) (D)

All Terms and Conditions for the Subject Services listed above are governed by their respective tariff sections, except where provisions of this Contract Offer No. 123 conflict with such respective tariff sections, in which case the provisions provided herein shall prevail.

22.123.3 Eligibility Criteria

The following eligibility criteria must be met in order to receive Contract Offer No. 123:

(A) Service must be a Subject Service listed in Section 22.123.2;

(B) Service must be located in the following MSA: Cleveland, Ohio; and

(C) Customer must have one (1) existing (1) with two (2) existing DS3 Services (D)
terminating on the existing (1). (D)

---

(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission’s Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 123 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions’ website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.123 Contract Offer No. 123 – [1] and DS3 Renewal Offer (Cont'd) (D)

22.123.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is thirty-six (36) months commencing on the date the Telephone Company receives the Letter of Subscription (LOS) from the Customer.

At the end of the Term Period, the Customer may:

(1) Select from the Term Pricing Plan options as described in Section 21.5.2, or
(2) Disconnect Subject Services.

If the Customer does not choose one of the options above, the service will be converted to the prevailing applicable monthly extension rates in Section 21.5.2.

(B) Contract Offer No 123 is also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched and Special Access Services, and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(C) Rate stability under Contract Offer No. 123 applies only to the rates specific to this Contract Offer as outlined in Section 22.123.5;

(D) Contract Offer No. 123 is only available September 7, 2006, through October 7, 2006;

(E) Contract Offer No. 123 discounted rates, as described in Section 22.123.5, shall apply to the renewal of one (1) existing [1] with two (2) existing DS3 Service as described in 22.123.3(C); (D)

(F) In order to subscribe to Contract Offer No. 123, Customer must submit a Letter of Subscription (LOS) to the Telephone Company;

(G) If the Customer should discontinue service under Contract Offer No. 123 during the Term Period, termination liability charges will apply in accordance with Section 22.123.7;

(H) The Customer must subscribe to the services available under this Contract Offer No. 123 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

[1] See footnote (1) on page 22-1012.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.123 Contract Offer No. 123 – (1) and DS3 Renewal Offer (Cont'd) (D)

22.123.4 Terms and Conditions (Cont'd)

(I) If the Customer requests additional service features and functions not included in Section 22.123.5, herein, the Customer will pay the tariff rates for those additions as contained in Section 21-Metropolitian Statistical Area Access Services;

(J) This Contract Offer No. 123 cannot be combined with any other promotion, contract, or discount offer; and

(K) Commingling, as defined in F.C.C. Tariff No. 2, Section 2.6, is prohibited.

22.123.5 Rates and Charges

(A) The Customer must pay the following Monthly Recurring Charges (MRCs) for Subject Services provided under this Contract Offer:

(1) MRC is $5,637.64; which includes the rate elements listed in Table A below: (D)

Table A

Rate Description	USOC	Qty
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)

(D)
(D)
(D)
(D)
(D)

Subtending DS3 Service MRC is $ 1,720.00; which includes the rate element listed in Table B, below.

Table B

Rate Description	USOC	Qty
Local Distribution Channel ZN 1	TZUP1	2

(B) The Telephone Company shall waive the following Non-recurring Charges listed in Table C, below:

Table C

Administrative Charge	ORCMX
Design & C.O. Connection Chg	NRBCL

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(1) See footnote (1) on page 22-1012.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.123 Contract Offer No. 123 – [1] and DS3 Renewal Offer (Cont'd) (D)

22.123.6 Technology Upgrade Option

If the Customer meets the eligibility criteria in Section 22.123.3 and the Terms and Conditions in Section 22.123.4, the Customer may, at its option, replace services provided under this Contract Offer with services based on upgraded technology provided by the Telephone Company. The Telephone Company shall waive termination liability under this Contract Offer provided that the desired upgraded technology meets the following conditions:

(A) Is comparable to existing Subject Service;

(B) Provides equivalent functionality as the existing Subject Services; and

(C) Customer agrees to purchase the upgraded technology for at least the remainder of the Term Period of this Contract Offer.

22.123.7 Termination Liability

The termination liability language described below applies in lieu of termination liability language found in Section 7. If the Customer terminates Subject Service before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the Terms and Conditions of this Contract Offer. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below.

The Customer's termination liability charges shall be equal to:

50 percent of all recurring charges for the balance of Customers thirty-six (36) month term. The termination liability charge will be calculated as follows:

(Monthly rate) X (Months remaining in term) X (50%)

Example: The MRC for subtending DS3 services equals $1720.00 and the service is terminated after twenty-five (25) months, having eleven (11) months remaining in the Term Period. The termination charge shall be:

($1720 X 11) X 50% = $9460.00

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[1] See footnote (1) on page 22-1012.

22. Pricing Flexibility Contract Offerings

22.124 Contract Offer No. 124– [1] Service Offer (D)

22.124.1 General Description

[1] Offer is an access discount plan that permits Customers located in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) listed in 22.124.3 to pay the discounted rates in Section 22.124.5 for the purchase of one (1) new [1] with subtending DS3 services. To receive the discounted rates, Customers must meet the eligibility criteria described in Section 22.124.3 and all Terms and Conditions of this Contract Offer. (D) (D)

Contract Offer No. 124 is available for subscription September 13, 2006 through October 13, 2006. This offer is not renewable.

22.124.2 Subject Services

Contract Offer No. 124 applies to pricing flexibility qualified access service (hereafter referred to as Subject Services) contained in the following tariff sections:

DS3 Service – Tariff F.C.C. No. 2, Section 7.2.9; and

[1] – Tariff F.C.C. No. 2, Section [1] (D)

All Terms and Conditions for the Subject Services listed above are governed by their respective tariff sections except where provisions of this Contract Offer No. 124 conflict with such respective tariff sections, in which case the provisions provided herein shall prevail.

22.124.3 Eligibility Criteria

The following eligibility criteria must be met in order to receive Contract Offer No. 124:

(A) Service must be a Subject Service listed in Section 22.124.2;

(B) Service must be located in the following MSA: Lansing, Michigan; and

(C) Customer must have an existing [1] with at least three (3) subtending DS3 facilities in the MSA listed herein. (D)

---

[1] Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 124 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.124 Contract Offer No. 124– (1) Offer (Cont'd) (D)

22.124.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is sixty (60) months commencing on the date billing begins. Billing commences no later than thirty (30) days after the Telephone Company's completion of the Customer's order for the Subject Service provided under this Contract Offer.

At the end of the contract term, the Customer may:

(1) Select from the Term Pricing Plan options as described in Section 21.5, or
(2) Disconnect the Subject Service.

If the Customer does not choose one of the options above, the Subject Service will be converted to the prevailing applicable monthly extension rates in Section 21.5.

(B) Contract Offer No 124 is also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched and Special Access Services, and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(C) Rate stability under Contract Offer No. 124 applies only to the rates specific to this Contract Offer as outlined in Section 22.124.5.

(D) Contract Offer No. 124 is available September 13, 2006, through October 13, 2006.

(E) In order to subscribe to Contract Offer No. 124, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(F) The Customer must purchase one (1) new (1) pursuant to this Contract Offer (D)
at the discounted rates found in Section 22.124.5.

(G) The Telephone Company shall waive otherwise applicable termination
liability charges as described in Section 7 for the existing (1) and subtending (D)
DS3 services upgraded to the new (1). Existing subtending DS3 services (D)
shall be moved to the upgraded (1) provided under this Contract Offer. (D)

(H) Customers under Contract Offer No. 124 shall receive discounted rates, as described in Section 22.124.5, for existing DS3 services subtending the new
(1) purchased pursuant to this Contract Offer. (D)

---

(1) See footnote (1) on page 22-1016.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.124 Contract Offer No. 124– [1] Offer (Cont'd) (D)

22.124.4 Terms and Conditions (Cont'd)

(I) If the Customer should discontinue service under Contract Offer No. 124 during the Term Period, termination liability charges will apply in accordance with Section 22.124.7.

(J) The Customer must subscribe to the services available under this Contract Offer No. 124 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service.

(K) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(L) If the Customer requests additional service features and functions not included in Section 22.124.5, herein, the Customer will pay the tariff rates for those additions as contained in Section 21-Metropolitian Statistical Area Access Services.

(M) Subject Service under this Contract Offer will not be eligible for additional discounts under the Managed Value Plan (MVP) in Section 19.

(N) This Contract Offer No. 124 cannot be combined with any other promotion, contract, or discount offer.

(O) Commingling, as defined in F.C.C. Tariff No. 2, Section 2.6, is prohibited.

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(1) See footnote (1) on page 22-1016.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.124 Contract Offer No. 124– (1) Offer (Cont'd) (D)

22.124.5 Rates and Charges

(A) The Customer must pay the following Monthly Recurring Charges (MRCs):

(1) (1) and DS3 Service total MRC is $23,614.96, which includes the rate elements listed in Table A, below: (D)

Table A

Rate Description	USOC	Qty	Rate	
(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(D)

(B) The Customer may add (1) with the rates specified in Table B, below. The ports will be co-terminus with the Contract Offer Term Period. (D)

Table B

Rate Description	USOC	MRC Rate	NRC	
(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(D)

(C) The following Non-Recurring Charges (NRCs) will be waived:

Rate Description	USOC	NRC	
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

22.124.6 Technology Upgrade Option

If the Customer meets the eligibility criteria in Section 22.124.3 and the Terms and Conditions in Section 22.124.4, the Customer may, at its option, replace Subject Services provided under this Contract Offer with services based on upgraded technology provided by the Telephone Company. The Telephone Company shall waive termination liability under this Contract Offer, provided that the desired upgraded technology meets the following conditions:

(A) Is comparable to existing Subject Services;

(B) Provides equivalent functionality as the existing Subject Services; and

(C) Customer agrees to purchase the upgraded technology for at least the remainder of the Term Period of this Contract Offer.

(1) See footnote (1) on page 22-1016.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.124 Contract Offer No. 124– [1] Offer (Cont'd) (D)

22.124.7 Termination Liability

If the Customer terminates Subject Services before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the Terms and Conditions of this Contract Offer. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below.

The Customer's termination liability charges shall be equal to:

50 percent of all recurring charges for the balance of Customer's sixty (60) month term. The termination liability charge will be calculated as follows:

(Monthly rate) X (Months remaining in term)X (50%)

Example: A Customer with an OC-48 Dedicated Ring Service with a $23,000.00 monthly rate terminates service after forty-five (45) months, and has fifteen (15) months remaining in the sixty (60) month term. The termination liability would be calculated as:

($23,000.00 X 15) X 50% = $172,500.00 termination liability charge.

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[1] See footnote (1) on page 22-1016.

22. Pricing Flexibility Contract Offerings

22.125 Contract Offer No. 125 – Access Extension Offer

22.125.1 General Description

Contract Offer No. 125 – Access Extension Offer is an access discount plan that provides qualified customers with a credit for the attainment of a Monthly Billing Commitment (MBC), as described in Section 22.125.4 (B).

This Contract Offer is available for subscription from September 21, 2006 to October 21, 2006.

22.125.2 Eligibility Criteria

The Customer must meet the following eligibility criteria at the time of subscription to subscribe to this Contract Offer:

(A) Customer must have previously been subscribed to MVP, pursuant to Section 19, with a MVP Term Period that expired in 2006; and

(B) The Customer's MVP MARC must have been less than $25,000,000 and greater than $12,000,000.

22.125.3 Contributory Services

Qualified Access Services, as described in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.2, shall be deemed as Contributory Services for attainment of the MBC as described in 22.125.4 (B).

(A) Contributory Subject Services

Contributory Services provided by the Telephone Company in the Metropolitan Statistical Areas (MSAs), as listed in Section 21.2, shall be deemed "Contributory Subject Services" under this Contract Offer. Contributory Subject Services are eligible for the monthly credit provided under this Contract Offer.

(B) Contributory Non-Subject Services

Contributory Services provided by the Telephone Company outside of the MSAs, as listed in Section 21.2, shall be deemed "Contributory Non-Subject Services" under this Contract Offer. Contributory Non-Subject Services shall not be eligible for the monthly credit provided under this Contact Offer.

(1) Material previously contained in this section has been deleted. OCN PTP and DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 125 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.125 Contract Offer No. 125 – Access Extension Offer (Cont'd)

22.125.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be twelve (12) months commencing upon the first day of the month after the Telephone Company receives the Letter of Subscription (LOS) from the Customer.

(B) Monthly Billing Commitment (MBC)

Pursuant to this Contract Offer, the Customer must attain the MBC for each month of the Term Period as described herein to be eligible for credits, as described in Section 22.125.5. The Customer's MBC shall be equal to 1/12th of their previous MVP MARC.

Attainment of the MBC will be determined monthly by the Telephone Company. The Telephone Company will compare the MBC to the combined total of the monthly recurring billing for Contributory Subject Services and Contributory Non-Subject Services.

Example: The Customer's previous MVP MARC was $12,120,000. The MBC would be ($12,120,000 x 1/12) or $1,010,000. At the beginning of the first month of the Term Period, the Telephone Company determined the Customer was billed $840,000 for Contributory Subject Services, and $200,000 for Contributory Non-Subject Services, for a total monthly recurring billing of $1,040,000. Since the Customer attained its MBC, the Customer shall be eligible to receive the monthly credit provided under this Contract Offer.

Shortfall

If the monthly recurring billing is less than the MBC, the Customer shall still be entitled to the Monthly Credit under Section 21.125.5, but the Monthly Credit will be reduced by the amount of the shortfall (difference between the actual monthly recurring billing and the MBC). If the shortfall is greater than the monthly credit, then the Customer must remit the difference to the Telephone Company upon notification.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.125 Contract Offer No. 125 – Access Extension Offer (Cont'd)

22.125.4 Terms and Conditions (Cont'd)

(A) General

(1) Contributory Services, described in this Contract Offer, are subject to certain rates, charges and general terms and conditions described in Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer.

(2) All terms and conditions for the Contributory Services provided under this Contract Offer are governed by their otherwise applicable tariff sections.

(3) If the Customer terminates this Contract Offer in its entirety during the Term Period, termination liability charges shall apply in accordance with Section 22.125.8.

(4) To subscribe to this Contract Offer, the Customer must provide the Telephone Company with a Letter of Subscription.

(5) The Customer may not subscribe to a new MVP Agreement, as described in (1), during the Term Period of this Contract Offer. (D)

22.125.5 Monthly Credits

The Customer shall be eligible to receive a monthly credit under this Contract Offer, provided the Customer meets all the provisions of this Contract Offer. Upon the monthly verification of the Customer's attainment of the MBC as described in Section 22.125.4(B), the Telephone Company shall apply a monthly credit to the Contributory Subject Services.

The monthly credit shall equal $254,800.00.

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(1) See footnote (1) on page 22-1021.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.125 Contract Offer No. 125 – Access Extension Offer (Cont'd) (N)

22.125.6 Assignment/Transfer/Successors

If the Customer wishes to assign or transfer its use of services under this Contract Offer, the Customer shall comply with the requirements of F.C.C. No. 2, Section 2.1.2. The Telephone Company shall acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 2, Section 2.1.2, unless (1) the proposed assignee or transferee fails to establish credit worthiness under one of the criteria provided in (A) or (B), below, or (2) if the proposed assignee or transferee, or its parent company, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade; or

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (i.e: Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet. (N)

(This page filed under Transmittal No. 1581)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.125 Contract Offer No. 125 – Access Extension Offer (Cont'd)

(N)

22.125.7 Mergers/Acquisitions

All provisions of this Contract Offer shall continue in full force and in effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, Terms and Conditions, as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

22.125.8 Termination Liability

If the Customer terminates this Contract Offer during the Term Period, or is not in compliance with all provisions of this Contract Offer, then the Customer will be liable for a termination charge which shall be equal to all Monthly Credits provided under this Contract Offer. The termination charge shall become due as of the effective date of the termination.

If the Customer elects to terminate this Contract Offer, the Customer must provide written notification to the Telephone Company of their intent to terminate and the effective date of the termination.

Example: If the Contract Offer is terminated after one (1) month and the Customer received a credit of $254,800.00 for that month, the termination charge shall be calculated as:

$254,800.00 x 1 = $254,800.00

(N)

(This page filed under Transmittal No. 1581)

22. Pricing Flexibility Contract Offerings

22.126 Contract Offer No. 126 – (1) Offer (D)

22.126.1 General Description

(1) Offer (Contract Offer No. 126) is an access services discount pricing plan permitting Customers that meet the Eligibility Criteria in Section 22.126.3, and the Terms & Conditions in Section 22.126.4, to purchase Subject Services in Section 22.126.2 at the discounted rates listed in Section 22.126.5. Subject Services provided under Contract Offer No. 126 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) described in Section 22.126.3(B). Contract Offer No. 126 is available for subscription from September 25, 2006 through October 26, 2006. This Contract Offer is not renewable. (D)

22.126.2 Subject Services

(A) Contract Offer No. 126 applies to the following pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Ameritech Operating Companies (AIT) Tariff F.C.C. No 2, Sections (1) and (1) (1); (D)
(D)

(2) AIT Tariff F.C.C. No. 2, Section 7 and 21 – DS3 High capacity Service;

(3) AIT Tariff F.C.C. No. 2, Section 7and 21 – DS1 High Capacity Service; and

(4) AIT Tariff F.C.C. No. 2, Section (1) and (1) – (1) (D)

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

22.126.3 Eligibility Criteria

The following eligibility criteria must be met to receive the Contract Offer No. 126 discounted rates:

(A) Subject Services must be pricing flexibility qualified access services listed in Section 22.126.2(A);

(B) Subject Services must be located in the Dayton, OH MSA;

(C) Customer must have one (1) existing (1) in the MSA noted above that will be converted to the rates, terms and conditions provided under this Contract Offer; and (D)

(D) All Subject Services must originate or terminate at a Mobile Switching Center (MSC).

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(1) Material previously contained in this section has been deleted. DSRS and OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 126 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.126 Contract Offer No. 126 – (1) Offer (Cont'd) (D)

22.126.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be five (5) years commencing on the date billing begins. Billing shall begin no later than thirty (30) days after the Telephone Company's completion of the Customer's order to convert the existing (1). This offer is not renewable. (D)

At the expiration of the Term Period, the Customer may choose from the payment options described in AIT Tariff F.C.C. No. 2, Sections (1) and (1), for (1). If, at the expiration of the Term Period, the Customer does not choose to disconnect or to select one of those payment options, the Telephone Company will convert the Subject Services to the prevailing monthly extension rates in Section (1). (D) (D)

(B) Rate stability under Contract Offer No. 126 shall apply only to the rates specific to this Contract Offer, as provided in the rate tables listed in Section 22.126.5. Subject Services are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options, and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

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(1) See footnote (1) on page 22-1026.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.126 Contract Offer No. 126 – [1] Offer (Cont'd) (D)

22.126.4 Terms and Conditions (Cont'd)

(C) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

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

(E) If the Customer discontinues service under Contract Offer No. 126 and/or terminates this Contract Offer in its entirety during the Term Period, termination liability charges will apply in accordance with Section 22.126.10.

(F) During the Term Period, the Customer may request additional service features or functions not included in Section 22.126.5 herein, which shall be provided pursuant to Section 21 - Metropolitan Statistical Area Access Services.

(G) Within thirty (30) days its submission of the LOS, the Customer must place the order to convert one (1) existing [1] to the rates, terms and conditions provided under this Contract Offer; (D)

(H) Within two (2) years of the commencement of the Term Period, the Customer must purchase, at least forty five (45) DS1 Subject Services pursuant to this Contract Offer;

(I) All [1], DS3 and DS1 Subject Service rate elements listed in Section 22.126.5 must subtend the converted [1] ordered pursuant to this Contract Offer. (D) (D)

(J) The Customer may not combine this Contract Offer with any other promotional, contract offering, or discount Plan.

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[1] See footnote (1) on page 22-1026.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.126 Contract Offer No. 126 – (1) Offer (Cont'd) (D)

22.126.5 Rates and Charges

(A) (1) rates and charges: (D)
The Customer shall pay the following discounted Monthly Recurring Charge (MRC) for the converted (1), as outlined in Table A. Prevailing tariff (D) Non-Recurring Charges in Sections (1) and (1) for (1) shall apply. (D)

Table A

(1)	**USOC**	**MRC**	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

(1) See footnote (1) on page 22-1026.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.126 Contract Offer No. 126 –[1] Offer (Cont'd) (D)

22.126.5 Rates and Charges (Cont'd)

(B) Subtending DS3 Service Rates and Charges:

The Customer shall pay the following discounted MRC for DS3 High Capacity Subject Services subtending the [1], as outlined in Table B, below. (D)

Table B

DS3 RATE ELEMENT	**USOC**	**MRC**
DS3 Channel Termination - Per Point of Termination	TZUPX	$ 816.00
Interoffice Mileage – Fixed	CZ4XX	$ 204.00
Interoffice Mileage – Per Mile	1YZXX	$ 28.56
Central Office Multiplexing - DS3 TO DS1 - Per Arrangement	QM3XX	$ 374.85

When a DS3 Subject Service is added to the [1], the DS3 shall be subject to a sixty (60) month service term. Prevailing tariff Non-Recurring Charges for DS3 service shall apply. (D)

At the end of the Term Period of this Contract Offer DS3 Subject Services purchased under this Contract Offer that have not completed the sixty (60) month service term shall be converted to the rates, terms and conditions of the otherwise applicable sixty (60) month term plan found in AIT Tariff F.C.C. No. 2, Section 21.5.2.7. Prevailing tariff Non-Recurring Charges for DS3 service shall apply as referenced in Section 21.

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[1] See footnote (1) on page 22-1026.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.126 Contract Offer No. 126 – (1) Offer (Cont'd) (D)

22.126.5 Rates and Charges (Cont'd)

(C) Subtending DS1 Service Rates and Charges:

The Customer shall pay the following discounted MRCs for DS1 High Capacity Subject Service subtending the (1), as outlined in Table C, below. (D)

Table C

DS1 RATE ELEMENT	**USOC**	**MRC**
DS1 CHANNEL TERMINATION - Per Point of Termination	TZ4XX	$ 79.05
INTEROFFICE CHANNEL MILEAGE FIXED	CZ4XX	$ 21.08
INTEROFFICE CHANNEL MILEAGE PER MILE	1YZXX	$ 11.48
CENTRAL OFFICE MULTIPLEXING - DS1 TO DS0 - Per Arrangement	QMVXX	$ 142.80

When a DS1 Subject Service is added to the (1), the DS1 shall be subject to a sixty (60) month service term. Applicable prevailing tariff Non-Recurring Charges for DS1 service shall apply. (D)

At the end of the Term Period of this Contract Offer DS1 Subject Services purchased under this Contract Offer that have not completed the sixty (60) month service term shall be converted to the rates, terms and conditions of the otherwise applicable sixty (60) month term plan found in AIT Tariff F.C.C. No. 2, Section 21. Prevailing tariff Non-Recurring Charges for DS1 service shall apply as referenced in Section 21.

(1) See footnote (1) on page 22-1026.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.126 Contract Offer No. 126 – (1) Offer (Cont'd) (D)

22.126.5 Rates and Charges (Cont'd)

(D) Subtending (1) Rates and Charges (D)

Customer shall pay the following discounted MRCs for (1) Subject Services subtending the (1), as outlined in Table D. (D)

Table D

(1)	**USOC**	**MRC**	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	**USOC**	**MRC**	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	**USOC**	**MRC**	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	**USOC**	**MRC**	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

(1) See footnote (1) on page 22-1026.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.126 Contract Offer No. 126 – (1) Offer (Cont'd) (D)

22.126.5 Rates and Charges (Cont'd)

(D) Subtending (1) Rates and Charges (Cont'd) (D)

When an (1) Subject Service is added to the (1), the (1) shall be subject to a sixty (60) month service term. Prevailing tariff Non-Recurring Charges for (1) service shall apply. (D) (D)

At the end of the Term Period of this Contract Offer (1) Subject Services purchased under this Contract Offer that have not completed the sixty (60) month service term shall be converted to the rates, terms and conditions of the otherwise applicable sixty (60) month term plan found in AIT Tariff F.C.C. No. 2, Section (1). Prevailing tariff Non-Recurring Charges for (1) service shall apply as referenced in Section (1). (D) (D) (D)

22.126.6 Assignment and Transfer

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

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(1) See footnote (1) on page 22-1026.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.126 Contract Offer No. 126 – [1] Offer (Cont'd) (D)

22.126.7 Mergers and Acquisitions

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

22.126.8 Upgrade Option

(A) If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Services provided under this Contract Offer, and such new offering(s) employ new technology not available from the Telephone Company at the commencement of the Term Period, the Customer will be permitted to enter into a new contract offer or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Services provided under this Contract Offer, without incurring termination liability charges under this Contract Offer, provided, however, that the contract offer or tariff arrangement governing the new service includes a term period and billing amount equal to, or greater than, that of this Contract Offer. The Customer may exercise the upgrade option provided the following conditions are met:

(1) The Customer must meet all eligibility requirements outlined in Section 22.126.3, and Terms and Conditions outlined in Section 22.126.4;

(2) The Customer must provide a written notification to the Telephone Company ninety (90) days prior to exercising this option; and

(3) The Customer shall pay all Non-Recurring Charges associated with the upgrade, as well as any applicable Special Construction Charges incurred by the Telephone Company to provision the upgraded service.

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[1] See footnote (1) on page 22-1026.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.126 Contract Offer No. 126 – (1) Offer (Cont'd) (D)

22.126.9 Portability

The Telephone Company shall waive otherwise applicable termination liability charges for moves of existing DS1 and DS3 Subject Services, provided that the Customer complies with the conditions set forth below. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for those charges on a quarterly basis.

(A) The Customer must be in compliance with all terms and conditions of this Contract Offer;

(B) DS1 Subject Services must have been in service for a minimum of twelve (12) months to be eligible for portability;

(C) DS3 Subject Services must have been in service for a minimum of two (2) years to be eligible for portability; and

(D) (1) Subject Services must have been in service for a minimum of two (2) years to be eligible for portability. (D)

22.126.10 Termination Liability

Termination liability language as described below shall apply in lieu of the termination liability provisions of AIT Tariff F.C.C. No. 2, Sections 7 and 21. If the Customer discontinues services and/or terminates this Contract Offer before the completion of the Term Period for any reason, except as provided under Section 22.126.9, the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 22.126.3, or the Terms and Conditions in Section 22.126.4.

These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described below.

The Customer's termination liability charges shall be equal to:

50 percent of all Monthly Recurring Charges for the balance of the Customer's five (5) year Term Period for all services under contract.

(1) See footnote (1) on page 22-1026.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.126 Contract Offer No. 126 – [1] Offer (Cont'd) (D)

22.126.10 Termination Liability (Cont'd)

The termination liability charge shall be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a $75,000 Monthly Recurring Charge terminates service after three(3) years, and has twenty-four (24) months remaining on the five (5) year Term Period. The termination liability would be calculated as:

($75,000 X 24 months) X 50% = $900,000 termination liability charge

Upon termination of this Contract Offer, all Subject Services then remaining in service shall be converted to the prevailing monthly extension tariff rates applicable to the Subject Service, as provided in AIT Tariff F.C.C. No. 2, Section 21.

[1] See footnote (1) on page 22-1026.

22. (1) (D)

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(1) Material previously contained in this section has been deleted. WaveMAN^{SM} services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 127 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [(1)] (D)

[(1)] See footnote (1) on page 22-1037

22. [1] (D)

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[1] See footnote (1) on page 22-1037

22. (1) (D)

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(1) See footnote (1) on page 22-1037

(This page filed under Transmittal No. 1666)

22. [1] (D)

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[1] See footnote (1) on page 22-1037

22. [1] (D)

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[1] See footnote (1) on page 22-1037

22. Pricing Flexibility Contract Offerings

22.128 Contract Offer No. 128 – DS3 Transport Service Offer

22.128.1 General Description (N)

Contract Offer No. 128 - DS3 Transport Service Offer is an access discount pricing plan that provides the Customer discounted rates on new DS3 Hub facilities configured as described in Section 22.128.2 (C).

This Contract Offer is available for subscription from October 3, 2006 to November 3, 2006.

22.128.2 Service Qualifications

(A) This Contract Offer applies to pricing-flexibility-qualified services (hereafter referred to as Subject Services) as provided in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Sections 7.2.9 DS3 Service.

(B) Subject Services provided under this Contract Offer must be located in the following Pricing Flexibility Metropolitan Statistical Area (hereafter referred to MSA): Detroit/Ann Arbor, MI.

(C) The Subject Services must be configured as follows:
(1) ‘A’ location must be cross connected to the Customer’s Ameritech Central Office Interconnection (ACOI);
(2) ‘Z’ location must be multiplexed by the Telephone Company (DS3 to DS1); and
(3) Channel Mileage must be at least one (1) mile, but not greater than twenty (20) miles.

22.128.3 Eligibility Criteria

The Customer must have established an ACOI, as provided in Section 16.1, in at least one central office within the Detroit/Ann Arbor, MI MSA.

22.128.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be eighty-four (84) months, commencing on the date the Telephone Company receives the Letter of Subscription (LOS) from the Customer. (N)

Upon expiration of the Term Period or termination of this Contract Offer, the Subject Services shall be converted to the prevailing applicable monthly (extension) rates, described in Section 21.5.2.7, unless the Customer selects a payment plan, described in Section 7.4.10, or disconnects the Subject Services.

(This page filed under Transmittal No. 1585)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.128 Contract Offer No. 128 – DS3 Transport Service Offer (Cont'd)

22.128.4 Terms and Conditions (Cont'd)

(A) General

(1) Subject Services, described in Section 22.128.2, are subject to certain rates, charges and general terms and conditions described in Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer.

(2) All terms and conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.

(3) The Customer may not include Subject Services provided under this Contract Offer in any other contract offer, promotional offering (Section 17), or other discount plan (e.g. MVP).

(4) Commingling shall be defined as provided in Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.

(5) If the Customer discontinues service under this Contract Offer during the Term Period, termination liability charges shall apply in accordance with Section 22.128.8(A).

(6) To subscribe to this Contract Offer, the Customer must provide the Telephone Company with an LOS.

(7) The Customer must purchase at least forty-five (45) new Subject Services under this Contract Offer, including the following:

(a) At least twenty (20) for which the Customer Desired Due Date (CDDD) must be within the first ninety (90) days of the Term Period; and
(b) At least twenty-five (25), in addition to those described in Section 22.128.4(B)(7)(a), above, for which the CDDD must be within the first year of the Term Period.

(N)

(8) If the Customer fails to purchase the required new Subject Services, the Customer must pay the Telephone Company a true-up amount equal to $32.50 per day, for each Subject Service by which the Customer falls short of the required purchase amount described above. The true-up amount, if required, will be billed after each group of Subject Services are purchased, or upon termination of this Contract Offer if all the required new Subject Services are not purchased by the start of the fifteenth month of the Term Period.

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.128 Contract Offer No. 128 – DS3 Transport Service Offer (Cont'd)

22.128.4 Terms and Conditions (Cont'd)

(B) General (Cont'd)

(1) The Customer may purchase additional new Subject Services under this Contract Offer, for which the CDDD must be prior to the end of the second year of the Term Period.

(2) The minimum term commitment for each rate element applicable to the Subject Services provided under this Contract Offer (Service Term) shall be sixty (60) months, commencing upon the installation date of the Subject Service. If the Customer disconnects any rate elements prior to the completion of the Service Term, termination charges shall apply in accordance with Section 22.128.8(B).

22.128.5 Rates and Charges

The following Monthly Recurring Charges (MRCs) shall apply to the rate elements applicable to the Subject Services provided under this Contract Offer.

Rate Element	**Applicable USOC**	**MRC**
Central Office Multiplexing (per arrangement)		
Zone 1	QM3X1	$450.00
Zone 2	QM3X2	459.00
Zone 3	QM3X3	475.00
Zone 4	QM3X4	500.00
Zone 5	QM3X5	510.00
Channel Mileage Termination per termination (all Zones)		
where Channel Mileage from 1 to 5 miles	CZ4X*	180.00
where Channel Mileage from 6 to 10 miles	CZ4X*	192.50
where Channel Mileage from 11 to 15 miles	CZ4X*	205.00
where Channel Mileage from 16 to 20 miles	CZ4X*	217.50
Channel Mileage (all Zones)		
Per mile	1YZX*	0.00

(N)

Any rate elements not described herein will be subject to the applicable tariff rates provided in Sections 21.5.2.7.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.128 Contract Offer No. 128 – DS3 Transport Service Offer (Cont'd)

22.128.6 Assignment/Transfer/Successors (N)

If the Customer wishes to assign or transfer its use of services under this Contract Offer, the Customer shall comply with the requirements of F.C.C. No. 2, Section 2.1.2. The Telephone Company shall acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 2, Section 2.1.2, unless (1) the proposed assignee or transferee fails to establish credit worthiness under one of the criteria provided in (A) or (B) below, or (2) if the proposed assignee or transferee, or its parent company, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50 percent of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade; or

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.128.7 Mergers/Acquisitions

All provisions of this Contract Offer shall continue in full force and in effect, notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, terms and conditions, as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.128 Contract Offer No. 128 – DS3 Transport Service Offer (Cont'd)

22.128.8 Termination Liability

During the Term Period of this Contract Offer, the termination liability language contained below applies in lieu of the termination liability language described in Section 7.4. Termination charges shall become due as of the effective date of the termination.

(A) If the Customer terminates this Contract Offer, or is not in compliance with all provisions of this Contract Offer, the Customer will be liable for a termination charge which shall be equal to $20,250 per month for the balance of the Term Period, and will be calculated as follows:

$20,250 x (months remaining in Term Period) = Termination Charge

Example: If the Contract Offer is terminated after seventy-four (74) months, and has ten (10) months remaining in the eighty-four (84) month Term Period, the termination charge would be calculated as:

$20,250 X 10 months = $202,500 Termination Charge

(B) If the Customer terminates rates elements on the Subject Services provided under this Contract Offer prior to the completion of the Service Term, the Customer will be liable for a termination charge which shall be equal to 50 percent of the MRC for the rate elements for the balance of the Service Term, and will be calculated as follows: (N)

(MRC) multiplied by (months remaining in Service Term) multiplied by (termination liability percentage of 50%) = Termination Charge

Example: If the rate element has a $450 MRC and is terminated after thirty-six (36) months, and has twenty-four (24) months remaining in a sixty (60) month Service Term, the termination charge would be calculated as:

($450 X 24 months) x 50% = $5,400 Termination Charge

22. [1] (D)

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[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 129 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-1048

22. [1] (D)

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[1] See footnote (1) on page 22-1048

22. (1) (D)

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(1) See footnote (1) on page 22-1048

22. [1] (D)

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[1] See footnote (1) on page 22-1048

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 130 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-1053

22. (1) (D)

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(1) See footnote (1) on page 22-1053

22. [1] (D)

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[1] See footnote (1) on page 22-1053

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 131 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

(This page filed under Transmittal No. 1666)

Issued: January 24, 2008
Effective: February 8, 2008

22. [1] (D)

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[1] See footnote (1) on page 22-1057

(This page filed under Transmittal No. 1666)

22. [1] (D)

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[1] See footnote (1) on page 22-1057

(This page filed under Transmittal No. 1666)

22. [1] (D)

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[1] See footnote (1) on page 22-1057

22. [1] (D)

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[1] See footnote (1) on page 22-1057

22. (1) (D)

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(1) See footnote (1) on page 22-1057

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22.132 Contract Offer No. 132 – Network Infrastructure Offer

22.132.1 General Description

Contract Offer No. 132 – Network Infrastructure Offer is an access discount pricing plan that provides the Customer with discounted rates for one (1) existing and two (2) new [(1)] and channelized DS3 circuits that subtend the rings. (D)

This Contract Offer is available for subscription December 6, 2006 through January 6, 2007. This Contract Offer is not renewable.

22.132.2 Service Qualifications

(A) This Contract Offer applies to access services that qualify for pricing flexibility (hereafter referred to as Subject Services), as provided in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2:

(1) Section 7.2.9 – DS3 Services; and
(2) Section [(1)] – [(1)]. (D)

(B) Subject Services provided under this Contract Offer shall be:

(1) Located in the following Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA): South Bend - Mishawaka, IN.

(2) [(1)] must be configured as follows: (D)

(a) One (1) Central Office (CO) [(1)]; and (D)
(b) One (1) Customer Premises [(1)] with four (4) [(1)]. (D)

(3) DS3 Services must be configured as follows:

(a) Each circuit must subtend the [(1)] as described above; (D)
(b) The ‘Z’ location must be multiplexed by the Telephone Company with a DS3 to DS1 Central Office (CO) Multiplexing Arrangement; and
(c) The channel mileage for each circuit must be less than six (6) miles.

22.132.3 Eligibility Criteria

At the time of subscription to this Contract Offer, the Customer must have one existing [(1)] from the Telephone Company as described in Section 22.132.2(B). (D)

[(1)] Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 132 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.132 Contract Offer No. 132 – Network Infrastructure Offer (Cont'd) (N)

22.132.4 Terms and Conditions

(A) Term Period

The initial contract term (Term Period) shall be eighty-four (84) months commencing on the date the Telephone Company receives a signed Letter of Subscription (LOS) from the Customer.

Upon the completion of the initial eighty-four (84) months of the Term Period, the Term Period shall be automatically extended on a month-to-month basis until terminated by either party upon no less than ninety (90) days written notice to the other.

Upon termination of this Contract Offer, the Customer shall:

(1) Select from the applicable Payment Plan options in Section 7.4; or
(2) Disconnect the Subject Services.

(B) General

(1) Subject Services provided under this Contract Offer are subject to certain rates, charges and general terms and conditions described in Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(2) All terms and conditions for the Subject Services provided under this Contract Offer shall continue to be governed by the otherwise applicable tariff sections, except as provided herein.

(3) The Customer shall not include Subject Services provided under this Contract Offer in any other contract offer, promotional offering (Section 17), or other discount plan (e. g. MVP).

(4) To subscribe to this Contract Offer, the Customer shall provide the Telephone Company with an LOS.

(5) Commingling shall be defined as provided in Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited. (N)

(This page filed under Transmittal No. 1591)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.132 Contract Offer No. 132 – Network Infrastructure Offer (Cont'd)

22.132.4 Terms and Conditions (Cont'd)

(B) General (Cont'd)

(6) If the Customer terminates this Contract Offer, termination liability charges shall apply in accordance with Section 22.132.8(A), unless the Customer terminates this Contract Offer during the sixtieth (60th) month of the Term Period. If this Contract Offer is terminated during the sixtieth (60th) month of the Term Period, termination liability charges shall not apply.

(7) The Customer must purchase one (1) new [1] under this Contract Offer. The Subject Service must be installed by the Telephone Company, and accepted by the Customer within the first six (6) months of the Term Period. (D)

(8) The Customer may purchase one (1) additional new [1] under this Contract Offer. The second [1] shall be a [1] as described in Section [1]. (D)
(D)
(D)

(9) The minimum term commitment for each rate element of the Subject Services under this Contract Offer (Service Term) shall be sixty (60) months. If the Customer disconnects rate elements prior to the completion of the Service Term, a termination charge shall apply in accordance with Section 22.132.8(B).

(10) The Telephone Company shall issue a one-time bill credit equal to $40,000 to the Customer under this Contract Offer. The credit shall be applied to a Billing Account Number specified by the Customer, and shall be issued within sixty (60) days of the commencement of Term Period.

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[1] See footnote (1) on page 22-1063.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.132 Contract Offer No. 132 – Network Infrastructure Offer (Cont'd)

22.132.5 Rates and Charges

The following Monthly Recurring Charges (MRCs) shall apply to the rate elements on the Subject Services provided under this Contract Offer:

Rate Elements	Applicable USOC	MRC during Term Month			
		1-60	61-84	Monthly Extension	
(1)					(D)
(1)					(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)					(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
DS3 Service (all Zones)					
CO Multiplexing (per Arrangement)	QM3X+	400.00	400.00	400.00	
Channel Mileage Termination	CZ4X+	100.00	100.00	100.00	
Channel Mileage	1YZX+	0.00	0.00	0.00	

Any rate element not described herein will be subject to the rates and charges outlined in Section 21.5.

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(1) See footnote (1) on page 22-1063.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.132 Contract Offer No. 132 – Network Infrastructure Offer (Cont'd)

(N)

22.132.6 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to Section 2.1.2, the Telephone Company shall acknowledge such transfer or assignment if the criteria in Section 2.1.2 are met, unless (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50 percent of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.132.7 Mergers and Acquisitions

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

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.132 Contract Offer No. 132 – Network Infrastructure Offer (Cont'd)

22.132.8 Termination Liability (N)

During the Term Period of this Contract Offer, the termination liability language included herein applies in lieu of the termination liability language described in Section 7.4. Termination charges shall become due as of the effective date of the termination.

(A) If the Customer terminates this Contract Offer, or is not in compliance with all provisions of this Contract Offer, the Customer shall be liable for a termination charge which shall be equal to $8,000 per month for the balance of the Term Period. The termination charge shall be calculated as $8,000 multiplied by (months remaining in Term Period).

Example: The Contract Offer is terminated after seventy-four (74) months, and has ten (10) months remaining in the Term Period. The termination charge shall be:

$8,000 X 10 = $80,000 Termination Charge

(B) If the Customer terminates individual rate elements provided under this Contract Offer during the Service Term, the Customer shall be liable for a termination charge which shall be equal to 50 percent of the MRC for the terminated rate elements for the balance of the Service Term. The termination charge shall be calculated as (MRC) multiplied by (months remaining in Service Term) multiplied by (termination liability percentage of 50 percent).

Example: The MRC equals $110 and the rate element is terminated after thirty-six (36) months, and has twenty-four (24) months remaining in the Service Term. The termination charge shall be:

($110 X 24) x 50% = $1,320 Termination Charge

(N)

(This page filed under Transmittal No. 1591)

22. Pricing Flexibility Contract Offering

22.133 Contract Offering No. 133 – Access Advantage Plus Transport Service – One Year Term (N)

22.133.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the Customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCCs) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via MCCs, which are described in Section 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis, as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two (2) consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four (4) consecutively assigned DS0 channels configured to provide 256 Kbps of capacity. (N)

(This page filed under Transmittal No. 1592)

22. Pricing Flexibility Contract Offering (Cont'd)

22.133 Contract Offering No. 133 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.133.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six (6) consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight (8) consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve (12) consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(A)AA+ Transport Service is available in the pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Ameritech Tariff F.C.C. No. 2, Section 21. If, during the Term Period, the Telephone Company receives pricing flexibility relief in additional MSAs, as listed in Section 21, the Customer may be able to include services provided under this Contract Offer, if available, in those additional MSAs pursuant to this Contract Offer.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.133 Contract Offering No. 133 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.133.2 Contract Terms

(A) Contract Offering No. 133 is available during the purchase period, which begins December 9, 2006 and ends June 9, 2007.

(B) Ameritech Tariff F.C.C. No. 2, Sections 2, 4, 5, 13 and 17 apply, except as noted herein. Any changes made to the aforementioned sections during the Customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 133.

(1) The Administrative Charge described in Section 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in Section 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals, as described in Section 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add MCCs associated with an existing AA+ Transport Service, are negotiated intervals.

(3) The Service Date Change Charge described in Section 5.2.2 (A), the Design Change Charge described in Section 5.2.2 (C), and the Expedited Order Charge described in Section 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in Sections 2.4.2 and 5.2.5 for Contract Offering No. 133, is the initial contract term.

(5) Minimum Period Charges described in Sections 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(7) The Partial Cancellation Charge described in Section 5.2.2(B) and the Access Order Cancellation Charge described in Section 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one-half of the specified Non-Recurring Charge (NRC) as reflected in Section 22.133.3 (B).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.133 Contract Offering No. 133 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.133.2 Contract Terms (Cont'd)

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Date described in Section 5.1.1.

(A) The initial contract term for Contract Offering No. 133 is one (1) year, and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(B) At the conclusion of the initial contract term, Contract Offering No. 133 will be automatically converted to the applicable monthly renewal rate, found in Section 22.133.3 (B). The Customer may terminate Contract Offering No. 133 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty (30) days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 133 upon thirty (30) days written notice any time following the completion of the initial contract term.

(C) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(D) No other discount pricing plans apply.

(E) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 133.

(F) If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 133 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.133.2 (K). The termination charge for Contract Offering No. 133 is 50 percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(N)

(This page filed under Transmittal No. 1592)

22. Pricing Flexibility Contract Offering (Cont'd)

22.133 Contract Offering No. 133 – Access Advantage Plus Transport Service –One Year Term (Cont'd) (N)

22.133.2 Contract Terms (Cont'd)

(A) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 133 terminated, and the termination charges described in Section 22.133.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one-half of the NRC to install service as reflected in Section 22.133.3 (B).

(K) The Customer may elect to discontinue Contract Offering No. 133 at any time prior to the expiration of the initial contract term, without incurring the termination charges described in Section 22.133.2 (I), when all of the following conditions are met:

(1) The Customer establishes a new interstate special access service of equal or greater capacity,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 133 was provided,

(3) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 133, and

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer's initial contract term for Contract Offering No. 133.

A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services, and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 133 terminated. If Contract Offering No. 133 is terminated during the initial contract term, the termination charges described in Section 22.133.2 (I) apply.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.133 Contract Offering No. 133 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.133.2 Contract Terms (Cont'd)

The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service Customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via MCCs to the DS0 channels derived from other multiplexed high capacity service arrangements,

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in Section 22.133.1 (B), and.

(3) Identify the DS0 channel assignments when rearranging or adding MCCs associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in Section 22.133.2 (B) will result in a Customer credit of the applicable NRCs identified in Section 22.133.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the Customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.133 Contract Offering No. 133 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.133.3 Rate Regulations

(A) Types of Rate and Charges

(1) NRCs are one-time charges that apply for specific work activities.

(a) A NRC applies for installation of each AA+ Transport Service and to activate initial MCCs.

(b) A NRC applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange MCCs associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with Section 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Non-Recurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

(This page filed under Transmittal No. 1592)

22. Pricing Flexibility Contract Offering

22.134 Contract Offering No. 134 – Access Advantage Plus Transport Service – Two Year Term (N)

22.134.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the Customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and MCCs as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via MCCs, which are described in Section 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two (2) consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four (4) consecutively assigned DS0 channels configured to provide 256 Kbps of capacity. (N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.134 Contract Offering No. 134 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.134.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six (6) consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight (8) consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – (12) Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Ameritech Tariff F.C.C. No. 2, Section 21 If, during the Term Period, the Telephone Company receives pricing flexibility relief in additional MSAs, as listed in Section 21, the Customer may be able to include services provided under this Contract Offer, if available, in those additional MSAs pursuant to this Contract Offer.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.134 Contract Offering No. 134 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.134.2 Contract Terms

(A) Contract Offering No. 134 is available during the purchase period, which begins December 9, 2006 and ends June 9, 2007.

(B) Ameritech Tariff F.C.C. No. 2, Sections 2, 4, 5, 13 and 17 apply, except as noted herein. Any changes made to the aforementioned sections during the Customer's renewal term, other than to provisions noted below, apply to Contract Offering No. 134.

(1) The Administrative Charge described in Section 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in Section 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals, as described in Section 5.2.1 for the initial installation of AA+ Transport Service, and requests to rearrange or add MCCs associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in Section 5.2.2 (A) the Design Change Charge described in Section 5.2.2 (C), and the Expedited Order Charge described in Section 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in Section 2.4.2 and Section 5.2.5, for Contract Offering No. 134 is the initial contract term.

(5) Minimum Period Charges described in Section 2.4.2 and Section 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(7) The Partial Cancellation Charge described in Section 5.2.2(B) and the Access Order Cancellation Charge described in Section 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the NRC as reflected in Section 22.134.3 (B).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.134 Contract Offering No. 134 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.134.2 Contract Terms (Cont'd)

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Date described in Section 5.1.1.

(D) The initial contract term for Contract Offering No. 134 is two (2) years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 134 will be automatically converted to the applicable monthly renewal rate, found in Section 22.134.3 (B). The Customer may terminate Contract Offering No. 134 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 134 upon thirty (30) days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 134.

(I) If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 134 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.134.2 (K). The termination charge for Contract Offering No. 134 is 50 percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

22.134 Contract Offering No. 134 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.134.2 Contract Terms (Cont'd)

(D) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 134 terminated, and the termination charges described in Section 22.134.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The Customer may elect to discontinue Contract Offering No. 134 at any time prior to the expiration of the initial contract term, without incurring the termination charges described in Section 22.134.2 (I), when all of the following conditions are met:

(1) The Customer establishes a new interstate special access service of equal or greater capacity,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 134 was provided,

(3) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 134, and

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer's initial contract term for Contract Offering No. 134.

(L) A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service- Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the Customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 134 terminated. If Contract Offering No. 134 is terminated during the initial contract term, the termination charges described in 22.134.2 (I) apply.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.134 Contract Offering No. 134 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.134.2 Contract Terms (Cont'd)

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service Customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via MCCs to the DS0 channels derived from other multiplexed high capacity service arrangements,

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.134.1 (B), and

(3) Identify the DS0 channel assignments when rearranging or adding MCCs associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in Section 22.134.2 (B) will result in a Customer credit of the applicable NRCs identified in Section 22.134.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the Customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.134 Contract Offering No. 134 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.134.3 Rate Regulations

(A) Types of Rate and Charges

(1) NRCs are one-time charges that apply for specific work activities.

(a) A NRC does not apply to install each AA+ Transport Service or to activate initial MCCs.

(b) A NRC applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange MCCs associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with Section 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Non-Recurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$310.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

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22. Pricing Flexibility Contract Offering

22.135 Contract Offering No. 135 – Access Advantage Plus Transport Service – Three Year Term (N)

22.135.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the Customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and MCCs as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via MCCs, which are described in Section 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two (2) consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four (4) consecutively assigned DS0 channels configured to provide 326 Kbps of capacity.

(3) Bonded Channel Group 6 – Six (6) consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight (8) consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve (12) consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Ameritech Tariff F.C.C. No. 2, Section 21. If, during the Term Period, the Telephone Company receives pricing flexibility relief in additional MSAs, as listed in Section 21, the Customer may be able to include services provided under this Contract Offer, if available, in those additional MSAs pursuant to this Contract Offer.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.135 Contract Offering No. 135 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.135.2 Contract Terms

(A) Contract Offering No. 135 is available during the purchase period, which begins December 9, 2006 and ends June 9, 2007.

(B) Ameritech Tariff F.C.C. No. 2, Sections 2, 4, 5, 13 and 17 apply, except as noted herein. Any changes made to the aforementioned sections during the Customer's renewal term, other than to provisions noted below, apply to Contract Offering No. 135.

(1) The Administrative Charge described in Section 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in Section 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals, as described in Section 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add MCCs associated with an existing AA+ Transport Service, are negotiated intervals.

(3) The Service Date Change Charge described in Section 5.2.2 (A), the Design Change Charge described in Section 5.2.2 (C), and the Expedited Order Charge described in Section 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in Sections 2.4.2 and 5.2.5, for Contract Offering No. 135, is the initial contract term.

(5) Minimum Period Charges described in Sections 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(7) The Partial Cancellation Charge described in Section 5.2.2(B) and the Access Order Cancellation Charge described in Section 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one-half of the NRC as reflected in Section 22.135.3 (B).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.135 Contract Offering No. 135 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.135.2 Contract Terms (Cont'd)

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Date described in Section 5.1.1.

(D) The initial contract term for Contract Offering No. 135 is three (3) years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 135 will be automatically converted to the applicable monthly renewal rate, found in Section 22.135.3 (B). The Customer may terminate Contract Offering No. 135 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 135 upon thirty (30) days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 135.

(I) If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 135 prior to the expiration of the initial contract term, a termination charge applies, except as described in Section 22.135.2 (K). The termination charge for Contract Offering No. 135 is 50 percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

22.135 Contract Offering No. 135 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.135.2 Contract Terms (Cont'd)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 135 terminated, and the termination charges described in Section 22.135.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The Customer may elect to discontinue Contract Offering No. 135 at any time prior to the expiration of the initial contract term, without incurring the termination charges described in Section 22.135.2 (I), when all of the following conditions are met:

(1) The Customer establishes a new interstate special access service of equal or greater capacity,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 135 was provided,

(3) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 135, and

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 135.

(L) A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services, and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the Customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 135 terminated. If Contract Offering No. 135 is terminated during the initial contract term, the termination charges described in Section 22.135.2 (I) apply.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.135 Contract Offering No. 135 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.135.2 Contract Terms (Cont'd)

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service Customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via MCCs to the DS0 channels derived from other multiplexed high capacity service arrangements,

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in Section 22.135.1 (B), and

(3) Identify the DS0 channel assignments when rearranging or adding MCCs associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.135.2 (B) will result in a Customer credit of the applicable NRCs identified in Section 22.135.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the Customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.135 Contract Offering No. 135 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.135.3 Rate Regulations

(A) Types of Rates and Charges

(1) NRCs are one-time charges that apply for specific work activities.

(a) A NRC does not apply to install each AA+ Transport Service or to activate initial MCCs.

(b) A NRC applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange MCCs associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with Section 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Non-Recurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$200.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

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22. Pricing Flexibility Contract Offerings

22.136 Contract Offer No. 136 – Special Access Service Offer (N)

22.136.1 General Description

Special Access Service Offer (Contract Offer No. 136) is an access discount
pricing plan for which concurrent subscription is required to the following Access
Tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Pacific (N)
Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Southwestern Bell (Nx)
Telephone Company (SWBT) Tariff F.C.C. No. 73, and The Southern New
England Telephone Company (SNET) Tariff F.C.C. No. 39. Contract Offer No.
136 is available to any Customer with at least $14 million in cumulative annual (Nx)
recurring revenue for Contributory Services, as defined in Sections 22.136.2(C) (N)
and 22.136.2(D). The Customer must meet the Eligibility Criteria set forth in
Section 22.136.2, and also must comply with all Terms and Conditions of this
Contract Offer.

Contract Offer No. 136 requires the Customer to establish and maintain a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year Term Period, as defined in Section 22.136.4(A). The MARC shall include all Contributory Services purchased from the Telephone Company available under this Contract Offer. Contributory Services include Contributory Subject Services, as described in Section 22.136.2(C) and Contributory Non-Subject Services, as described in Section 22.136.2(D), herein. Contributory Non-Subject Services are not eligible for discounts or other incentives provided under this Contract Offer. All Contributory Services described above must be purchased through the AT&T wholesale sales channel (AT&T Wholesale Services).

In the event the Customer does not meet its MARC as of each Anniversary Date of the Term Period, the Customer must remit the shortfall payment via the Annual True-Up process set forth in Section 22.136.4(E). Notwithstanding the obligation to pay such shortfall payment, if the Customer does not comply with all Terms and Conditions of this Contract Offer, termination liability charges, in accordance with Section 22.136.11, shall apply.

Contract Offer No. 136 will only be available December 9, 2006 through January 9, 2007. (N)

(x) Issued under Authority of Special Permission No. 06-041 of F.C.C.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.136 Contract Offer No. 136 – Special Access Service Offer (Cont'd) (N)

22.136.2 Eligibility Criteria

(A) The Customer must meet the following Eligibility Criteria to subscribe to Contract Offer No. 136, and must continue to meet the Eligibility Criteria as described below throughout the Term Period of this Contract Offer:

Contract Offer No. 136 is available only for Contributory Services located in the following Metropolitan Statistical Areas (MSAs):

(1) Portability and discounts provided in Sections 22.136.6 and 22.136.8 of this Contract Offer shall apply to all Channel Terminations and Interoffice (Channel) Mileage – Fixed and Per Mile associated with Subject Services, including Channel Terminations between the Telephone Company's end office and an end user premises (End User Channel Terminations), in the following MSAs:

Anderson, IN; Appleton, WI; Battle Creek, MI; Bloomington, IN; Champaign – Urbana, IL; Chicago, IL; Cinncinatti, OH; Cleveland-Lorain-Elyria, OH; Columbus, OH; Decatur, IL; Detroit, MI; Eau Claire, WI; Evansville – Henderson, IN; Flint, MI; Grand Rapids, MI; Green Bay, WI; Hamilton – Middleton, OH; Indianapolis, IN; Jackson, MI; Janesville – Beloit, WI; Kalamazoo – Battle Creek, MI; Kenosha, WI; Kokomo, IN; Lansing – East Lansing, MI; Louisville, IN; Madison, WI; Milwaukee, WI; Muncie, IN; Racine, WI; Rockford, IL; Saginaw – Bay City – Midland, MI; Sheboygan, WI; South Bend, IN; Springfield, IL; and Toledo, OH.

(2) Portability and discounts provided in Sections 22.136.5 and 22.136.8 of this Contract Offer shall apply to Channel Terminations, Interoffice (Channel) Mileage - Fixed and Per Mile associated with Subject Services, except for End User Channel Terminations, in the following MSAs:

Akron; OH; Davenport – Rock Island – Moline, IL; Dayton-Springfield, OH; Fort Wayne, IN; Non-MSA, IN; and Peoria, IL.

(3) If the Telephone Company is granted pricing flexibility relief in additional MSAs, any eligible Contributory Subject Services that the Telephone Company provides to the Customer, pursuant to this Contract Offer and available in those additional MSAs, may, at the Customer's option, be included in this Contract Offer beginning with the first year after the Telephone Company is granted the pricing flexibility in those additional MSAs, provided that the MARC increases to reflect the recurring annual revenues associated with the additional Contributory Subject Services, as described in Section 22.136.4. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.136 Contract Offer No. 136 – Special Access Service Offer (Cont'd) (N)

22.136.2 Eligibility Criteria (Cont'd)

(A) (Cont'd)

(4) The Customer's first year MARC shall be $14 Million in cumulative annual recurring revenue for Contributory Services in the following AT&T Companies: Ameritech, PBTC, SWBT, and SNET. (N) (Nx)

(5) The Customer cannot subscribe to Contract Offer No. 136 concurrently with AT&T's MVP Offering in Section 19. (Nx)

(N)

(B) Concurrent Subscription

The Customer must concurrently subscribe to the identical Contract Offer of Contract Offer No. 136, pursuant to the following tariffs: (N)

(1) SWBT Tariff F.C.C No. 73, Section 41, Contract Offer No. 107; (Nx)
(2) PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No.109, and
(3) SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 30.

((Nx)

(x) Issued under Authority of Special Permission No. 06-041 of F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.136 Contract Offer No. 136 – Special Access Service Offer (Cont'd)

22.136.2 Eligibility Criteria (Cont'd)

(C) Contributory Services

The Customer's revenues for purposes of determining the achievement of the MARC shall include eligible Contributory Services provided under this Contract Offer. Contributory Services include Contributory Subject Services, as listed in Table 1, below, in addition to Contributory Non-Subject Services (that are not Contributory Subject Services), as listed in Table 2, below.

Contributory Subject Services and Contributory Non-Subject Services shall together be known as Contributory Services for the purposes of this Contract Offer. The Customer's revenue, for purposes of determining the achievement of the MARC, includes recurring revenue from all Contributory Services being provided by the Telephone Company, as listed in Tables 1 and 2, herein.

(1) Contributory Subject Services

Contract Offer No. 136 applies to pricing-flexibility-qualified access services (hereafter referred to as Contributory Subject Services) contained in the following tariff sections as listed in Table 1, below:

Table 1

Service	**General Basic Description**	**Rates & Charges Phase I**	**Rates & Charges Phase II**	
Special Access				
DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7	
(1)	(1)		(1)	(D)
(1)	(1)	(1)	(1)	(D)
SONET Xpress Service	7.2.12	7.5.12	21.5.2.10	
(1)	(1)	(1)	(1)	(D)
(1)			(1)	(D)
Metallic Service	7.2.1	7.5.15	21.5.2.1	
Telegraph Grade Service	7.2.2 (A)	7.5.15	21.5.2.2	
Voice Grade Service	7.2.3 (A)	7.5.15	21.5.2.3	
Switched Access Dedicated Transport Services	6.9.1			

(1) Material previously contained in this section has been deleted. OCN PTP, DSRS, GigaMAN, MON and OPT-E-MAN services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 136 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.136 Contract Offer No. 136 – Special Access Service Offer (Cont'd)

22.136.2 Eligibility Criteria (Cont'd)

(D) Contributory Non-Subject Services

Contributory Non-Subject Services (that are not Contributory Subject Services) shall not be eligible for discounts or other incentives provided under this Contract Offer, and are listed in Table 2, below.

Table 2 - Contributory Non-Subject Services

Intrastate Special Access	Equivalent VG, DS0, DS1, DS3, (1), (1), (1), STN, FGTS, BCS, (1), (1), (1), Services
Includes all Recurring Charges excluding Non-Recurring Charges associated with the products listed, where applicable, for all non-pricing flexibility qualified services.	

(D)
(D)

If the Telephone Company introduces a new Special Access or Switched Access service, or an enhancement to an existing Special Access or Switched Access service, then such services shall be automatically included as Contributory Non Subject Services, and the Customer's purchase of such new or enhanced Contributory Non-Subject Services shall be included in the calculation of the MARC, subject to the Terms and Conditions set forth in this Contract Offer.

All terms and conditions for the Contributory Services listed above are governed by their respective tariff sections, except as noted herein. Annual recurring revenue generated from these services will be used in the MARC calculations defined in Section 22.136.4.

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(1) See footnote (1) on page 22-1092.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.136 Contract Offer No. 136 – Special Access Service Offer (Cont'd)

(N)

22.136.3 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) is five (5) years, commencing on the date the Telephone Company receives a Letter of Subscription (LOS), and the Anniversary Date shall be based on that same date. Contract Offer No. 136 is not renewable.

Contributory Subject Services to which the Customer already subscribes as of the commencement of the Term Period, or any additional Contributory Subject Services included in this Contract Offer after commencement of the Term Period, in accordance with the Terms and Conditions set forth herein, must be converted to five (5) year term payment plans (where available) no later than April 1, 2007, to receive discounts pursuant to this Contract Offer, except for those services whose conversion would cause the rates to increase over existing rates (those services would be exempt and remain at existing rates on the current term payment plan for those services). If a five (5) year term payment plan is not available for certain Contributory Subject Services, the Customer must select the longest term plan available for the Contributory Subject Service.

(B) Contributory Services are subject to certain rates, charges, and general terms and conditions in other sections of Ameritech Tariff F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(C) Contract Offer No. 136 is available for subscription only from December 9, 2006 through January 9, 2007.

(D) The Customer must submit a signed Letter of Subscription (LOS) to the Telephone Company.

(E) Commingling, as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6 of Subject Services under this Contract Offer, is prohibited.

(F) The Customer must subscribe to this Contract Offer in accordance with the regulations set forth in Ameritech Tariff F.C.C. No. 2, Section 5 – Ordering Options for Switched Access and Special Access Services.

(G) The Customer may not subscribe to any future Contract Offerings in Ameritech Tariff F.C.C. No. 2, Section 22 in conjunction with this Contract Offer, which may be offered by the Telephone Company for Subject Services covered under this Contract Offer, unless expressly permitted in the future Contract Offer.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.136 Contract Offer No. 136 – Special Access Service Offer (Cont'd) (N)

22.136.3 Terms and Conditions (Cont'd)

(H) The Customer must pay billed charges in full throughout the Term Period of this Contract Offer, excluding amounts being disputed. The Telephone Company will exhaust its remedies under Ameritech Tariff F.C.C. No. 2, Section 2.4.1 before exercising any remedy under this section. The Telephone Company will provide the Customer written notice (via registered letter) of non-compliance. The Customer will have thirty (30) days from receipt of the written notice to comply, which may be extended by mutual agreement of the Parties to allow the Parties to attempt to resolve any disputes. During this thirty (30) day period, or a period to be mutually agreed upon by the Parties, the Parties will cooperate in good faith to attempt to resolve any pending disputes. If, after the Parties have exhausted attempts to resolve any pending disputes, or have resolved disputes and the Customer does not comply with the written notice of non-compliance, the Telephone Company shall have the right to terminate this Contract Offer. In the event of termination by the Telephone Company, termination liability charges as set forth in Section 22.136.11 will apply. Credits will not be issued until the Customer has paid all billed charges (excluding disputes). Any disputed billing amounts that have been resolved in favor of the Telephone Company are due and payable as described in Ameritech Tariff F.C.C. No. 2, Section 2.4.

(I) Customer must have achieved billing of Switched Access Dedicated Transport Services that is no greater than $100,000 upon subscription to this Contract Offer.

(J) The Customer will continue to receive the benefit of rate stability for any existing Contributory Subject Services currently under a term payment plan with the Telephone Company as provided for in the applicable tariff section from which the Contributory Subject Services were purchased. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.136 Contract Offer No. 136 – Special Access Service Offer (Cont'd) (N)

22.136.3 Terms and Conditions (Cont'd)

(K) The Telephone Company shall waive any termination liability charges that would otherwise apply pursuant to Ameritech Tariff F.C.C. No. 2, Section 22, Contract Offer No. 79 for existing Subject Services to be provided under this Contract Offer, to the extent such termination liability would result from the Customer's migration of Subject Services from that contract offer to this Contract Offer. Termination liability charges shall otherwise apply according to the terms of the applicable tariff.

22.136.4 Minimum Annual Revenue Commitment (MARC)

Contract Offer No. 136 requires the Customer to establish and maintain a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year Term Period, as defined in Section 22.136.4(A). The MARC shall include all Contributory Services purchased from the Telephone Company available under this Contract Offer. Contributory Services include Contributory Subject Services, as described in Section 22.136.2(C)(1), herein, in addition to Contributory Non-Subject Services (that are not Contributory Subject Services), as described in Section 22.136.2(C)(2).

(A) Establishing the MARC

(1) The Customer's Year 1 MARC will be established upon commencement of the Term Period. The Customer's MARC for Year 1 shall be $14 Million.

(2) The MARC will be re-established, effective on each Anniversary Date, beginning on the first anniversary (Year 2 MARC). The MARC for Years 2, 3, 4, and 5 will be based on the Customer's actual monthly recurring revenue for all Contributory Services during the previous three (3) months multiplied by 4, or the then-current MARC, whichever is greater.

Example 1: Term Period begins on December 1, 2006. The Year 1 MARC is established upon subscription at $14M. The Customer's actual revenue from September 1, 2007 to November 30, 2007 is $4M. The new Year 2 MARC, effective December 1, 2007, is $16M ($4M multiplied by 4 equals $16M.)

Example 2: The Year 2 MARC is $16M. The Customer's actual revenue to the Telephone Company from September 1, 2008 to November 30, 2008 is $2.5M. The new Year 3 MARC, effective December 1, 2008, is $16M. (The $16.0M MARC is due to the fact that the MARC recalculation cannot result in a MARC lower than the current MARC.) (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.136 Contract Offer No. 136 – Special Access Service Offer (Cont'd) (N)

22.136.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Inclusion of Contributory Subject Services

(1) The following are the only billed revenues that can be included in the MARC:

(a) Monthly billed recurring revenues, including (net) any credits or discounts given under existing pricing plans (e.g. Term Payment plans or Commitment Discount Plan), if applicable, for the Subject Services provided during the Term Period.

(b) Any credits and adjustments made to monthly billed amounts for Subject Services which are purchased by the Customer during the Term Period.

(c) All other charges, other than those listed in Section 22.136.4(B)(1), are excluded, including non-recurring charges.

Customer's existing Contributory Subject Services that are included in the MARC will be based on the rates that would apply to a five-year minimum term, regardless of whether the Contributory Subject Services were actually purchased pursuant to a five-year term at the time of subscription to this Contract Offer.

(C) Inclusion of Additional Contributory Services

Notwithstanding anything to the contrary herein, the Customer may, at its option, include in this Contract Offer any Contributory Services being provided to the Customer by the Telephone Company according to a tariff or contract offer other than this Contract Offer, provided, however, that the MARC must be increased to reflect the recurring annual revenues associated with the additional Contributory Services, as provided in Section 22.136.4. The Customer must provide written notice to the Telephone Company of its wish to exercise this option.

Example Year 1 MARC = $14.0M. If, during Year 1, Customer wishes to include $2M of annual spend currently purchased from the Telephone Company under another tariff or contract offer, and if those services qualify as Contributory Services, the new Year 1 MARC is $16.0M.

(N)

(This page filed under Transmittal No. 1593)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.136 Contract Offer No. 136 – Special Access Service Offer (Cont'd) (N)

22.136.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(D) MARC Adjustments

The Customer may exercise the following adjustments to the MARC pursuant to the terms listed below:

(1) Option 1 - The Customer may, at its option, adjust the MARC downward up to 10 percent. This adjustment can be made only one time during the Term Period, at any time after the first 24 months of the Term Period (i.e., beginning with the establishment of the Year 3 MARC). To exercise this option, the Customer must notify the Telephone Company, in writing, at least sixty (60) days prior to the Anniversary Date upon which the adjustment is to become effective.

(2) Option 2 - The Customer may carry over a shortfall of no more than 5 percent into the next contract year. This adjustment can be made only one time during the Term Period, at any time after the first 24 months of the Term Period (i.e., beginning with the establishment of the Year 3 MARC). To exercise this option, the Customer must notify the Telephone Company, in writing, at least sixty (60) days prior to the Anniversary Date upon which the adjustment is to become effective. If the Customer opts to carry over a shortfall, the Customer's next year MARC will be increased to reflect that shortfall amount. If at the end of the subsequent contract year, the Customer does not meet its MARC, the Customer must make a shortfall payment sufficient to achieve that year's MARC, or will be subject to termination liabilities as outlined in Section 22.136.4(E). This option cannot be combined with the MARC adjustment option as described in Section 22.136.4(D)(1).

The MARC adjustments described above shall apply prospectively only. If the Customer uses either of the MARC adjustment options in conjunction with any of the Merger and Acquisition options outlined in Section 22.136.9, reduced discounts will remain for the life of the Term Period, and discounts previously received during that contract year will not be re-rated, provided the Eligibility Criteria in Section 22.136.2 and the Terms and Conditions in Section 22.136.3 have been met prior to the MARC adjustment, and annual Billing Credits will no longer apply as detailed in Section 22.136.5. (N)

(This page filed under Transmittal No. 1593)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.136 Contract Offer No. 136 – Special Access Service Offer (Cont'd) (N)

22.136.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(E) Failure to Achieve the MARC

The Customer and the Telephone Company shall exchange information annually, and shall meet annually, if necessary, to review the Customer's progress toward achieving the MARC for the term years. The Customer and the Telephone Company agree that they will meet in the ninth month of each term year to discuss and address, if necessary, compliance with the Terms and Conditions of the Contract Offer prior to the Anniversary Date. If the Customer fails to achieve the annual MARC Commitment as of the Anniversary Date, the Customer will be notified by the Telephone Company and will be required to remit an Annual True-up payment to reach the MARC commitment. The True-up calculation will be performed as follows:

Annual MARC – Actual Annual recurring revenues for Subject Services = Annual True-up Amount

If the Customer fails to submit its Annual True-Up payment to the Telephone Company within thirty (30) days after notification from the Telephone Company, the Customer shall be deemed to have terminated its Contract Offer No. 136, and termination charges will apply as set forth in Section 22.136.11.

22.136.5 Discounts and Other Credits

(A) Discount Schedule and Application

On each Anniversary Date, the Customer shall be eligible to receive the following annual Billing Credit, as set forth in Table A, subject to the Customer's compliance with all Terms and Conditions of this Contract Offer. Credits will be applied to the Customer's bill no later than ninety (90) days after each Anniversary Date. Recurring revenue generated from Contributory Subject Services, that were not included in this Contract Offer at the time of subscription, are not eligible for discounts under this Contract Offer, unless and until those Contributory Subject Services have been added to this Contract Offer as permitted under this Contract Offer.

Table A

MARC Level	**Billing Credit**
$14,000,000	3.00%
$15,000,000	3.50%
$16,000,000	4.00%
$17,000,000	4.50%
$18,000,000	5.00%
$19,000,000	5.50%
$20,000,000	6.00%
$21,000,000	6.50%
$22,000,000	7.50%
$23,010,000	0%

MARC levels will be rounded up or down to the nearest $10,000.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.136 Contract Offer No. 136 – Special Access Service Offer (Cont'd)

22.136.5 Discounts and Other Credits (Cont'd)

(A) Discount Schedule and Application (Cont'd)

Example: If the Customer meets the minimum MARC of $14,000,000 for the sum of all Contributory Services, and has Subject Services revenue of $9,584,000, the Customer will be eligible to receive a credit of $295,620.

$9,854,000 X 3% = $295,620

22.136.6 Incentives

(A) Purchase of New Contributory Subject Services

(1) During the Term Period, the Customer may include eligible billed revenue, as described in Section 22.136.4 (B), for the purchase of new Contributory Subject Services. Eligible billed revenue generated from new Subject Services shall count towards meeting the MARC when the Telephone Company determines achievement of the MARC and establishes the new MARC for the following year. The Telephone Company shall increase eligible billed revenue for the purchase of new Contributory Subject Services by 15 percent during the contract year the new Contributory Subject Services were purchased pursuant to this Contract Offer.

The calculation to determine if the Customer met the MARC requirements will be:

(New Subject Services purchased during the first contract year multiplied by 1.15) + Existing Contributory Subject Services = Total value of Contributory Subject Services.

Example: Year 1 MARC is $14M. Assume that the Customer's total monthly billed recurring revenues for new (1) Contributory Subject Services (D) during the Term Year 1 was $1M. The Telephone Company will calculate the eligible billed revenue for new Contributory Subject Services and the Customer shall be deemed to have purchased $1,150,000 ($1.15M) in Contributory Subject Services. If the Customer had $13,000,000 ($13M) in other Contributory Subject Services, plus the calculated $1,150,000 ($1.5M) in new OC3/OC3C revenue, then the customer shall deemed to have $14,150,000 ($14.15M) in eligible billed revenue for purposes of determining achievement of Year 1 MARC.

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(1) See footnote (1) on page 22-1092.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.136 Contract Offer No. 136 – Special Access Service Offer (Cont'd)

22.136.6 Incentives (Cont'd)

(A) Purchase of New Contributory Subject Services (Cont'd)

(2) The total value of Contributory Subject Services will then determine if the Customer achieves the MARC as described in Section 22.136.4, and/or has earned any incentive credits as described in Section 22.136.5.

(3) The increase value of eligible new Contributory Subject Services shall be used only to determine achievement of the MARC, and not for any other purposes. If the Customer fails to meet the MARC requirements, as stated in Section 22.136.4, after such calculation as described above, the Customer will be subject to the true-up provision as stated in Section 22.136.4(E).

(4) For purposes of this Contract Offer, any new (1) service purchased during the Term Period to be included for the purposes of receiving the incentive as described herein, must meet one of the following criteria: (D)

(a) Must be newly ordered and provisioned during the Term Period; or

(b) Must be an upgrade of an existing Special Access service that was not previously a (1) service (e.g., upgrade of a DS1 or DS3 to a (1) service) under the provisions set forth in other sections of this tariff. (D)

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(1) See footnote (1) on page 22-1092.

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.136 Contract Offer No. 136 – Special Access Service Offer (Cont'd)

22.136.6 Incentives (Cont'd)

(B) Conversion of DS1 or DS3 Capacity Loops:

During Contract Year 1 of this Contract Offer, Customers subscribed to this Contract Tariff who convert their DS1 or DS3 capacity loops, dedicated transport, or Expanded Extended Loops (**EELs**) provided by the Telephone Company as unbundled network elements (**UNEs**) to Special Access Service, the Telephone Company shall multiply the Customer's eligible billed revenue associated with such converted UNEs by 1.50 towards the achievement of the MARC. The converted services in Contract Years 2, 3, 4, and 5 will not receive the billed revenue multiplier towards the achievement of the MARC. This multiplier shall be used only to determine the billed revenue for Contributory Services for purposes of MARC achievement and establishing the new MARC for the following Contract Year, and not for any other purpose. The Customer shall provide a detailed list of circuits that have been converted to the Telephone Company within thirty (30) days of the end of Contract Year 1 for verification.

For example, if the customer converts $1M in UNEs to Special Access Services during the Contract Year 1, the customer shall be deemed to have purchased $1,500,000 ($1.50M) in Special Access DS1 Services for purposes of calculating the billed revenue for Contributory Services for achieving the MARC as described in section 22.136.4. In subsequent years, the converted UNE services would count as $1,000,000 ($1M) towards MARC calculations.

22.136.7 Non-Recurring Charges

(A) Conversion of Existing and UNE Services

The Telephone Company will waive installation non-recurring charges (NRCs) associated with the conversion of UNEs or existing special access services to Subject Services purchased pursuant to this Contract Offer, except for Access Order charges.

In addition, the Telephone Company will waive NRCs associated with the conversion of existing UNE circuits which are converted to Special Access Services under the terms of this Contract Offer.

(B) New Subject Services

The Telephone Company will waive applicable installation NRCs for new Subject Services purchased pursuant to this Contract offer, except for Access Order Charges.

(C) To receive credits for installation NRCs as defined in 22.136.7(B), the Customer must be in compliance with all Terms and Conditions of this Contract Offer. Additionally, if the Customer fails to meet the MARC on an Anniversary Date pursuant to Section 22.136.4(A), and/or fails to pay the Annual True-Up as defined in Section 22.136.4(E), termination liability charges will apply as set forth in Section 22.136.11.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.136 Contract Offer No. 136 – Special Access Service Offer (Cont'd)

22.136.7 Non-Recurring Charges (Cont'd)

(D) In the event that the installation NRCs are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis.

The Customer must pay all other applicable non-recurring charges, including, but not limited to, rearrangement charges, special construction charges, access order charges, cancellation charges and Access Order Modification charges, as described in Ameritech Tariff F.C.C. No. 2, Section 5.2.2 for Contributory Subject Services pursuant to this Contract Offer.

22.136.8 Portability

The Telephone Company will waive termination liability charges for moves and/or disconnection of Contributory Subject Services. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis. In order to receive credits, or a waiver of termination liability charges for such moves and/or disconnects, the following conditions must be met:

(A) The Customer must be in compliance with all Terms and Conditions of this Contract Offer.

(B) The Customer shall be permitted to move and/or disconnect Contributory Subject Services from any of the identical Contract Offers, as described in Section 22.136.2(B).

(C) DS1 Services must have been in service for a minimum of one (1) month from the original installation date.

(D) DS3, OC-3 and OC-12 Point-to-Point Services must have been in service for a minimum of one (1) year from the original installation date.

(N)

(This page filed under Transmittal No. 1593)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.136 Contract Offer No. 136 – Special Access Service Offer (Cont'd)

22.136.8 Portability (Cont'd)

(E) (1), (1) and (1) Services must have been in service for a minimum of three (3) years from the original installation date. (D)

If, and to the extent that (1) becomes eligible for pricing flexibility, (1) may, at the Customer's option, become a Contributory Subject Service included in this Contract Offer. If so, such (1) service shall be eligible for portability, provided that, for each (1) circuit to be ported: (D) (D) (D)

(1) facilities necessary to provide (1), as specified in Ameritech Tariff F.C.C. No. 2, Section 24, exist at the end user location in which the circuit is being moved; and (D)
(2) the circuit has been in service for a minimum of one (1) year from the original installation date.

22.136.9 Mergers and Acquisitions Involving the Customer

(A) The Terms and Conditions of Contract Offer No. 136 shall continue in full force and effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company (the foregoing generally referred to herein as a merger or acquisition). During or after the merger or acquisition, if the other company involved in the merger or acquisition also purchases Contributory Services from the Telephone Company, either directly or through any affiliates, then billed, recurring revenue for Contributory Services of the other company involved in the merger or acquisition will not be used in calculations of the MARC as discussed in Section 22.136.4.

(1) The Customer must be meeting MARC commitments, and all Eligibility Criteria and Terms and Conditions outlined in Sections 22.136.2 and 22.136.3 in order to exercise the provisions under this subsection.

(2) Recurring revenue from Contributory Services from the other entity involved in the merger or acquisition cannot be applied to, or eligible for, any incentives or discounts contained in this Contract Offer, except as expressly permitted by one of the provisions herein.

(3) The Customer shall have an option (per merger or acquisition) to incorporate revenue from the other company or companies involved in the merger or acquisition. If the Customer does not exercise this option in the manner provided herein, the Customer will not be permitted to use existing or future Special Access revenues from the other company or companies involved in the merger or acquisition in the calculation of the MARC, as described in Section 22.136.4, nor will such revenues be eligible for any discounts provided under this Contract Offer.

(1) See footnote (1) on page 22-1092.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.136 Contract Offer No. 136 – Special Access Service Offer (Cont'd) (N)

22.136.9 Mergers and Acquisitions Involving the Customer (Cont'd)

(A) (Cont'd)

(4) The acquisition and/or merger Transaction Close Date will be used to measure the length of time the following provisions are available. The Transaction Close Date shall be defined as the date that the stock purchase is complete, and/or the final date on which the assets of the acquired/merged company have been purchased.

(5) If the Customer has selected, but not yet fully implemented, the option provided herein, the MARC, and any MARC adjustment calculation as provided in Section 22.136.4, will apply only to the Customer's original (pre-merger or acquisition) MARC, and will not include revenue from the other company involved in the merger or acquisition.

(6) The Telephone Company will calculate the actual recurring annual revenue of the other company involved in the merger or acquisition on the date the Customer elects the provision in this subsection, in the same manner such revenue would be calculated for purposes of performing the annual recalculation of the MARC under this Contract Offer. Until the Customer has fully implemented the option provided herein, the Customer will not be eligible to earn the MARC Billing Credits discussed in Section 22.136.5 (A) of this Contract Offer for revenue from the other company involved in the merger or acquisition. After the Customer has fully implemented the option provided herein, the Customer will be eligible for MARC Billing Credits provided in Section 22.136.5(A) for recurring annual revenue for the new combined MARC.

Notwithstanding the foregoing, if the Telephone Company is primarily responsible for a delay in the conversion of the eligible services to Contributory Services under this Contract Offer, MARC Billing Credits will continue to apply, and this Contract Offer will not be considered in default, provided, however, that each party shall exercise best efforts to comply. (N)

ACCESS SERVICE

22. [1] (D)

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[1] Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 136 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-1106

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22. [1] (D)

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[1] See footnote (1) on page 22-1106

22. [1] (D)

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[1] See footnote (1) on page 22-1106

22. [1] (D)

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[1] See footnote (1) on page 22-1106

22. [1] (D)

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[1] See footnote (1) on page 22-1106

22. [1] (D)

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[1] See footnote (1) on page 22-1106

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission’s Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 138 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions’ website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-1113

22. [1] (D)

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[1] See footnote (1) on page 22-1113

22. [1] (D)

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[1] See footnote (1) on page 22-1113

22. [1] (D)

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[1] See footnote (1) on page 22-1113

22. [1] (D)

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[1] See footnote (1) on page 22-1113

22. [1] (D)

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[1] Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 139 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-1119

22. [1] (D)

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[1] See footnote (1) on page 22-1119

22. (1) (D)

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(1) See footnote (1) on page 22-1119

22. [1] (D)

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[1] See footnote (1) on page 22-1119

22. [1] (D)

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[1] Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission’s Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 140 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions’ website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. (1) (D)

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(1) See footnote (1) on page 22-1124

22. [1] (D)

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[1] See footnote (1) on page 22-1124

22. [1] (D)

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[1] See footnote (1) on page 22-1124

22. (1) (D)

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(1) See footnote (1) on page 22-1124

22. [1] (D)

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[1] See footnote (1) on page 22-1124

22. [1] (D)

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[1] See footnote (1) on page 22-1124

22. [1] (D)

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[1] Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 141 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22.[1] (D)

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[1] See footnote (1) on page 22-1131

22. [1] (D)

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[1] See footnote (1) on page 22-1131

22. [1] (D)

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[1] See footnote (1) on page 22-1131

22. (1) (D)

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(1) See footnote (1) on page 22-1131

22. (1) (D)

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(1) See footnote (1) on page 22-1131

22. Pricing Flexibility Contract Offerings

22.142 Contract Offer No. 142— Price Flex MARC and Discount Freeze Option

(N)

22.142.1 General Description

Contract Offer No. 142 - The Price Flex MARC and Discount Freeze Option permits the modification of certain contract offers set forth in Ameritech Tariff No. 2, Section 22, that contain Minimum Annual Revenue Commitments (MARCs), and were in effect as of December 29, 2006. This Contract Offer is available to Customers that meet the Eligibility Criteria specified below.

This Contract Offer implements the following commitment of the Telephone Company (Special Access Commitment 11):

> "Within 14 days of the Merger Closing Date, the AT&T/BellSouth ILECs will give notice to customers of AT&T/BellSouth with interstate pricing flexibility contracts that provide for a MARC that varies over the life of the contract that, within 45 days of such notice, customers may elect to freeze, for the remaining term of such pricing flexibility contract, the MARC in effect as of the Merger Closing Date, provided that the customer also freezes, for the remaining term of such pricing flexibility contract, the contract discount rate (or specified rate if the contract sets forth specific rates rather than discounts off of referenced tariffed rates) in effect as of the Merger Closing Date."

Merger Closing Date, for purposes of this Contract Offer, shall be December 29, 2006.

22.142.2 Eligibility Criteria

The Customer must meet the following eligibility criteria to subscribe to this Contract Offer:

(A) As of December 29, 2006, the Customer must have subscribed to one or more pricing flexibility contract offers in Ameritech Tariff No. 2, Section 22, and such contract offer(s) must include a MARC that varies over the Term Period(s) of the contract offer(s); and

(B) Within forty-five (45) days after receiving notice from the Telephone Company regarding Special Access Commitment 11, the Customer must have elected to freeze the MARC and discount rate (or specified rate if the contract offer sets forth specific rates rather than discounts from referenced tariff rates) in effect as of December 29, 2006.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.142 Contract Offer No. 142 — Price Flex MARC and Discount Freeze Option (Cont'd)

22.142.3 Terms and Conditions

(A) Within thirty (30) days of the effective date of this Contract Offer, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company, which must identify each pricing flexibility contract offer for which the Customer elects to freeze its MARC and discount rate (or specified rate).

(B) Notwithstanding any provision of any contract offer that provides for a MARC which varies over the Term Period of such Contract Offer, the MARC and discount rate (or specified rate) shall remain fixed for the remainder of the Term Period of such Contract Offer at the levels in effect as of December 29, 2006.

(C) The Telephone Company shall make such billing adjustments as may be necessary to implement Section 22.142.3(B) of this Contract Offer.

(D) This Contract Offer shall not affect the interpretation or application of any provision of any contract offer that affects the MARC only incidentally or indirectly, such as Merger and Acquisition provisions that require recalculation or adjustment of the MARC to take into account the effects of a merger or acquisition of or by the Customer.

(E) The Customer shall comply with all terms and conditions applicable to the service subject to this Contract Offer, including those of any underlying contract offer or any otherwise applicable tariff. Any violation of such a contract offer or tariff shall be deemed a violation of this Contract Offer.

(F) The rates, terms and conditions applicable to the Customer's service shall not be affected by this Contract Offer except as expressly provided.

(N)

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 143 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-1139

22. [1] (D)

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[1] See footnote (1) on page 22-1139

22. [1] (D)

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[1] See footnote (1) on page 22-1139

22. (1) (D)

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(1) See footnote (1) on page 22-1139

22. Pricing Flexibility Contract Offerings

22.144 Contract Offer No. 144 – Special Access Service Offer

22.144.1 General Description

Special Access Service Offer (Contract Offer No. 144) is an access discount plan that permits Customers located in Phase 1 and Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs), as described in Section 22.144.2(A), to pay the discounted rates listed in Section 22.144.5 for DS1, DS3, (1) and (1). Contract Offer No. 144 is available to any Customer with (D) at least $60,000,000 in cumulative annual revenue for Subject Services as defined in Section 22.144.2, below, upon Subscription to Contract Offer No. 144. Customers must meet the eligibility criteria, as set forth in Section 22.144.2, and all Terms and Conditions, as set forth in Section 22.144.3, to receive discounts under this Contract Offer.

Contract Offer No. 144 will only be available April 10, 2007 through May 10, 2007 and this offer is not renewable.

22.144.2 Subject Services

(A) Contract Offer No. 144 applies to billed recurring revenues for pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the tariff sections listed in Table A, below:

Table A

Subject Service	General Basic Description	Rates & Charges		
DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7	
(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(D)

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

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(1) Material previously contained in this section has been deleted. OCN PTP and DSRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 144 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd)

22.144.3 Eligibility Criteria

The following eligibility criteria must be met in order to receive Contract Offer No. 144 discounts:

(A) Contract Offer No. 144 is available for Subject Services located in the Pricing Flexibility MSAs listed in Ameritech Operating Companies (AIT) Tariff F.C.C. No. 2, Section 21. During the Term Period, if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 21 at the time of subscription, the Customer may, at its option, include Subject Services eligible for the discounted rates under this Contract Offer.

(B) All traffic on the Subject Service(s) must originate or terminate on a wireless carrier's network.

(C) Upon subscription to Contract Offer No. 144, Customer must have a minimum of $60,000,000 in cumulative annual recurring revenue for Subject Services as defined in Section 22.144.2 (A).

22.144.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date the Letter of Subscription (LOS) is signed by the Customer.

(1) Service Term for Existing Subject Services

The service term for existing Subject Services converted to this Contract Offer shall be co-terminus with the Contract Term Period. At the expiration of Term Period, the Customer may choose to disconnect or select from the payment options in Section 7 for Subject Services co-terminus with the Term Period. If, at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from Section 7, the DS1 and (1) Subject Services will be automatically converted to the prevailing (D) applicable monthly rate found in Section 7 or 21; and the DS3 and (1) Subject Services will be automatically converted to the prevailing (D) applicable monthly extension rates found in Section 7 or 21.

(2) Service Term for New Subject Services

The service term for new Subject Services purchased under this Contract Offer shall be five (5) years commencing on the date billing begins. Billing shall commence within thirty (30) days of the Telephone Company's completion of the Customer Order for Subject Services. At the expiration of Term Period, Subject Services with a service term greater than the Term Period of this Contract Offer shall be subsequently provided under the prevailing sixty (60) month tariff rates found in Sections 7 or 21, as applicable, for the remainder of its service term.

(1) See footnote (1) on page 22-1144.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd)

22.144.4 Terms and Conditions (Cont'd)

(B) During the Term Period, monthly rates for Subject Services under this Contract Offer, as listed in Section 22.144.5, will not change, except as noted in Section 22.144.5 (B) (4)(a) and (b). Rate stability applies only to the rates specific to Contract Offer No. 144 as listed in Section 22.144.5.

(C) Subject Services under this Contract Offer are also subject to certain rates and charges in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 13- Additional Engineering, Additional Labor & Miscellaneous Services and 21-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 22.144.5), as applicable, and such rates and charges may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications shall not change the Term and Conditions described in this Contract Offer.

(D) Discounted rates for eligible existing Subject Services, as provided in Section 22.144.5 (A), shall apply to Subject Services converted to a five (5) year term payment plan pursuant to this Contract Offer.

(E) Discounted rates for new Subject Services, as provided in Section 22.144.5 (B), shall apply to new Subject Services purchased under a five (5) year term payment plan pursuant to this Contract Offer. New Subject Services must be located in the MSAs described in Section 22.144.2.

(F) Existing and new DS1 Subject Services under this Contract Offer must ride a dedicated service purchased from the Telephone Company to be eligible for the discounted rates listed in Section 22.144.5 (A) and (B).

(G) Existing and new [1] Services under this Contract Offer must have at least one (1) Local Distribution Channel (LDC) to be eligible for the discounted rates listed in Section 22.144.5 (B) (2). (D)

(H) If the Customer discontinues and/or terminates individual Subject Services under this Contract Offer during the Term Period, termination liability charges will apply in accordance with AIT Tariff F.C.C. No. 2, Section 7, except as described in Section 22.144.6 (C).

(I) If the Customer terminates this Contract Offer in its entirety during the Term Period, termination liability charges will apply in accordance with Section 22.144.9.

[1] See footnote (1) on page 22-1144.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd) (N)

22.144.4 Terms and Conditions (Cont'd)

(J) Services under this Contract Offer No. 144 will not be eligible for additional discounts under the Managed Value Plan (MVP) offering in Section 19.

(K) To subscribe to Contract Offer No. 144, the Customer must submit a LOS to the Telephone Company.

(L) The Customer must remain current in paying or properly disputing all billed charges in accordance with AIT Tariff F.C.C. No. 2, Section 2.4.1. If the Customer fails to meet the requirements of AIT Tariff F.C.C. No. 2, Section 2.4.1, the Telephone Company shall provide the Customer written notification of such non-compliance, and the Customer shall have sixty (60) days to comply. If the Customer does not comply within the sixty (60) days, the Customer is deemed to have terminated Contract Offer No. 144 and termination liability charges will apply as described in Section 22.144.9.

(N)

(This page filed under Transmittal No. 1609)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd)

22.144.5 Discounted Rates and Charges

(A) Existing Subject Services

Customer shall pay the following Monthly Recurring Charges (MRCs) in the MSAs noted for existing Subject Services converted pursuant to this Contract Offer. The applicable MRCs and rate element configurations are described in Tables B through U, herein:

(1) Illinois Region

(a) [1] Subject Services (D)

Table B

Chicago, IL MSA (1)	USOC	MRC	
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
			(D)

(b) [1] Subject Services (D)

Table C

Chicago, IL MSA (1)	USOC	MRC	
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
			(D)

Table D

Rockford, IL MSA (1)	USOC	MRC	
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
			(D)

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[1] See footnote (1) on page 22-1144.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd)

22.144.5 Discounted Rates and Charges (Cont'd)

(A) Existing Subject Services (Cont'd)

(1) Illinois Region (Cont'd)

(b) [1] Subject Services (Cont'd) (D)

Table E

Springfield, IL MSA (1)	**USOC**	**MRC**
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)

(D)
(D)
(D)
(D)

(c) DS3 Subject Service

The following MRCs for existing rates apply to DS3 Subject Services in Champaign, Rockford and Springfield, IL MSAs, as described in Table F, below:

Table F

DS3 Service- Rate Element	**USOC**	**MSAs**	**MRC**
Local Distribution Channel (LDC)- Per Point of Termination	TZUP1 TZUP2 TZUP3 TZUP4 TZUP5	Champaign Rockford Springfield	$863.00
Channel Mileage Termination (CMT) – Per Point of Termination	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	Champaign Rockford Springfield	$212.00
Channel Mileage (CM) – Per Mile	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	Champaign Rockford Springfield	$34.00
Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1	QM3X1 QM3X2 QM3X3 QM3X4 QM3X5	Champaign Rockford Springfield	$405.00

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[1] See footnote (1) on page 22-1144.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd)

22.144.5 Discounted Rates and Charges (Cont'd)

(A) Existing Subject Services (Cont'd)

(1) Illinois Region (Cont'd)

(d) DS1 Subject Services

Table G

DS1 Service	MSA	MRC
Non-channelized blended DS1/DS3 per DS1 for Cell Site Service	Chicago	$260.00
Non-channelized DS1 for Cell Site Service	Champaign	$165.00
Non-channelized DS1 for Cell Site Service	Rockford	$195.00
Non-channelized DS1 Meet Point Billed (ILEC handoff)	Rockford	$90.00
Non-channelized DS1 for Cell Site Service	Rock Island	$260.00
Non-channelized DS1 Meet Point Billed (ILEC handoff)	Rock Island	$172.00
Non-channelized DS1 for Cell Site Service	Springfield	$170.00

For DS1 Subject Services in the Chicago, IL MSA, the Telephone Company shall apply the Central Office Multiplexing (3/1 MUX) if the Customer uses eight (8) or more DS1s for switched access service. Prevailing tariff rates in Section 7 and Section 21 for the 3/1 MUX shall apply.

(2) Indiana Region

(a) (1) Subject Services (D)

Table H

Indianapolis, IN MSA (1)	**USOC**	**MRC**	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

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(1) See footnote (1) on page 22-1144.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd)

22.144.5 Discounted Rates and Charges (Cont'd)

(A) Existing Subject Services (Cont'd)

(3) Michigan Region

(a) (1) Dedicated Ring Subject Services (D)

Table I

Detroit, MI MSA (1)	**USOC**	**MRC**	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

Table J

Detroit, MI MSA (1)	**USOC**	**MRC**	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

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(1) See footnote (1) on page 22-1144.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd) (N)

22.144.5 Discounted Rates and Charges (Cont'd)

(A) Existing Subject Services (Cont'd)

(3) Michigan Region (Cont'd)

(b) DS3 Subject Services

Table K

DS3 Service- Rate Element	USOC	MRC
Local Distribution Channel (LDC)- Per Point of Termination	TZUP1 TZUP2 TZUP3 TZUP4 TZUP5	$863.00
Channel Mileage Termination (CMT) – Per Point of Termination	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	$228.00
Channel Mileage (CM) – Per Mile	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	$32.00
Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1	QM3X1 QM3X2 QM3X3 QM3X4 QM3X5	$412.00
DS3 Service Channel		$324.00
DS3 Service Pack (1)		$492.00
DS3 Service Pack (2)		$950.00
DS3 Service Pack (3)		$1,349.00
DS3 Service Pack (6)		$2,406.00
DS3 Service Pack (12)		$3,572.00
DS3 Service Pack (24)		$5,468.00

(c) DS1 Subject Services

Table L

DS1 Service	MRC
Non-channelized DS1 for Cell Site Service	$287.51
Non-channelized DS1 Meet Point Billed (ILEC handoff)	$230.00
Non-channelized DS1 Riding Cell Site DS3 Service	$87.00

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd)

22.144.5 Discounted Rates and Charges (Cont'd)

(A) Existing Subject Services (Cont'd)

(4) Ohio Region

(a) (1) Subject Services (D)

Table M

Akron, OH MSA (1)	**USOC**	**MRC**	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

Table N

Cleveland, OH MSA (1)	**USOC**	**MRC**	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

Table O

Columbus, OH MSA (1)	**USOC**	**MRC**	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

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(1) See footnote (1) on page 22-1144.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd) (N)

22.144.5 Discounted Rates and Charges (Cont'd)

(A) Existing Subject Services (Cont'd)

(4) Ohio Region (Cont'd)

(b) DS3 Subject Services

Table P

DS3 Service- Rate Element	USOC	MRC
Local Distribution Channel (LDC)- Per Point of Termination	TZUP1 TZUP2 TZUP3 TZUP4 TZUP5	$863.00
Channel Mileage Termination (CMT) – Per Point of Termination	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	$228.00
Channel Mileage (CM) – Per Mile	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	$32.00
Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1	QM3X1 QM3X2 QM3X3 QM3X4 QM3X5	$412.00
DS3 Service Channel		$324.00
DS3 Service Pack (1)		$492.00
DS3 Service Pack (2)		$950.00
DS3 Service Pack (3)		$1,349.00
DS3 Service Pack (6)		$2,406.00
DS3 Service Pack (12)		$3,572.00
DS3 Service Pack (24)		$5,468.00

(c) DS1 Subject Services

Table Q

DS1 Service	MRC
Non-channelized DS1 for Cell Site Service	$287.51
Non-channelized DS1 Meet Point Billed (ILEC handoff)	$230.00
Non-channelized DS1 Riding Cell Site DS3 Service	$87.00

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd)

22.144.5 Discounted Rates and Charges (Cont'd)

(A) Existing Subject Services (Cont'd)

(5) Wisconsin Region

(a) (1) Subject Services (D)

Table R

Milwaukee, WI MSA (1)	**USOC**	**MRC**	
(1)	(1)	(1)	(D) (D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

Table S

Madison (1)	**USOC**	**MRC**	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

(b) (1) Subject Services (D)

Table T

Green Bay (1)	**USOC**	**MRC**	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

(c) DS1 Subject Services

Table U

DS1/DS3 Service	**MSA**	**MRC**
Non-channelized blended DS1/DS3 per DS1 for Cell Site Service	Milwaukee	$282.00
Non-cell site DS1 riding a dedicated DS3 (Slot Charge)	Milwaukee	$82.00
Non-channelized blended DS1/DS3 per DS1 for Cell Site Service	Madison	$224.00
Non-cell site DS1 riding a dedicated DS3 (Slot Charge)	Madison	$13.00
Non-channelized blended DS1/DS3 per DS1 for Cell Site Service	Green Bay	$305.00
Non-cell site DS1 riding a dedicated DS3 (Slot Charge)	Green Bay	$45.00

(1) See footnote (1) on page 22-1144.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd)

22.144.5 Discounted Rates and Charges (Cont'd)

(B) New Subject Services

Customer shall pay the following Monthly Recurring Charge (MRC) for new Subject Services purchased under this Contract Offer in accordance with discounted rate elements indicated in Tables V – II below:

(1) [1] Subject Services (D)

(a) [1] (D)

Table V

(1)	USOC	MRC	
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

(b) [1] (D)

Table W

(1)	USOC	MRC	
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

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[1] See footnote (1) on page 22-1144.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd)

22.144.5 Discounted Rates and Charges (Cont'd)

(B) New Subject Services (Cont'd)

(1) (1) Subject Services (Cont'd) (D)

(c) (1) (D)

Table X

(1)	**USOC**	**MRC**	
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

(D)

(d) (1) (D)

Table Y

(1)	**USOC**	**MRC**	
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

(D)

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(1) See footnote (1) on page 22-1144.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd)

22.144.5 Discounted Rates and Charges (Cont'd)

(B) New Subject Services (Cont'd)

(2) (1) Subject Services (D)

(a) (1). (D)

Table Z

(1)	**USOC**	**MRC**	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

(b) (1) (D)

Table AA

(1)	**USOC**	**MRC**	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

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(1) See footnote (1) on page 22-1144.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd)

22.144.5 Discounted Rates and Charges (Cont'd)

(B) New Subject Services (Cont'd)

(2) (1) (Cont'd) (D)

(c) (1). (D)

Table BB

(1)	**USOC**	**MRC**	
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

(D)

(d) (1). (D)

Table CC

(1)	**USOC**	**MRC**	
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

(D)

(1) See footnote (1) on page 22-1144.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd) (N)

22.144.5 Discounted Rates and Charges (Cont'd)

(B) New Subject Services (Cont'd)

(3) DS3 Subject Service

Table DD

DS3 Service Rate Elements	USOC	MRC
Local Distribution Channel (LDC) - Per Point of Termination	TZUP1 TZUP2 TZUP3 TZUP4 TZUP5	$863.00
Channel Mileage Termination (CMT) – Per Point of Termination	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	$212.00
Channel Mileage (CM) – Per Mile	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	$34.00
Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1	QM3X1 QM3X2 QM3X3 QM3X4 QM3X5	$405.00

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd)

(N)

22.144.5 Discounted Rates and Charges (Cont'd)

(B) New Subject Services (Cont'd)

(4) DS1 Subject Service

(a) Customer must pay the following flat rate MRC for each non-channelized DS1 Service, excluding jointly provided DS1 Service, described in 22.144.5 (B) (4) (b), below:

Table EE

Non-channelized DS1 Service - Non-jointly Provided			
State	**Flat Rate MRC**	**Average Zone**	**DS1 Average Mile**
IL	$215.00	4	7.0
MI	$255.00	4	10.5
OH	$250.00	4	10.0
WI	$215.00	4	7.3

The flat rate MRC described in Table EE, above, includes the following rate elements:

Table FF

Non-channelized DS1 Service - Non-jointly Provided - Rate Element	USOC	QTY
Local Distribution Channel (LDC) - Per Point of Termination	TZUP1 TZUP2 TZUP3 TZUP4 TZUP5	1
Channel Mileage Termination (CMT) – Per Point of Termination	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	2
Channel Mileage (CM) – Per Mile	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	Per State Average

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd) (N)

22.144.5 Discounted Rates and Charges (Cont'd)

(B) New Subject Services (Cont'd)

(4) DS1 Subject Service (Cont'd)

(a) (Cont'd)

If any additional DS1 circuits requested by Customer would increase the DS1 Average Mile, as described in Table EE, herein, by more than 0.5 miles, the Telephone Company will provide Customer sixty (60) calendar days written notification to reconfigure its circuits. If, after receiving written notice, the Customer does not choose to reconfigure circuits to maintain the average mile within 0.5 miles of the DS1 Average Mile, then Telephone Company may increase the flat-rate MRC, set forth in Table EE, for all applicable DS1 circuits by an amount of $11.00 for each mile above DS1 Average Mile.

The mileage calculation will be performed as follows:

The sum of non-jointly provided Non-Channized DS1 mileage divided by the total number of non-jointly provided Non-Channelized DS1 circuits = DS1 Average Mile. This calculation does not include jointly provided DS1 Service, described in 22.144.5 (B) (4) (b), below.

Example:
Customer has 1,000 non-jointly provided Non-Channelized DS1 circuits in Illinois with billable mileage totaling 8,000 miles. The current DS1 Average Mile for Illinois, as described in Table EE, is 7 miles and increases to 8 miles. The flat-rated MRC for the 1,000 DS1 circuits in Illinois will be $226.00.

8,000 miles / 1,000 DS1 circuit = 8 DS1 Average Mile
$215.00 + $11.00 = $226.00

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd) (N)

22.144.5 Discounted Rates and Charges (Cont'd)

(B) New Subject Services (Cont'd)

(4) DS1 Subject Service (Cont'd)

(a) Customer must pay the following flat rate MRC described in Table GG, below, for each non-channelized jointly provided DS1 Service. Jointly provided service is also referred to as "meet-point-billing" arrangements. The service consists of one end of a DS1 circuit located in one exchange telephone company operating territory, and the other end of service located in another exchange telephone company operating territory.

Table GG

Non-channelized DS1 Service - Jointly Provided			
State	**Flat Rate MRC**	**Average Zone**	**DS1 Average Mile**
IL	$187.00	5	16.25
MI	$291.00	5	25.75
OH	$255.00	5	22.50
WI	$110.00	5	8.30

Flat rate MRC described in Table GG, above, includes the following rate elements:

Table HH

Non-channelized DS1 Service - Jointly Provided - Rate Element	**USOC**	**QTY**
Channel Mileage Termination (CMT) – Per Point of Termination	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	2
Channel Mileage (CM) – Per Mile	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	Per State Average

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd) (N)

22.144.5 Discounted Rates and Charges (Cont'd)

(B) New Subject Services (Cont'd)

(4) DS1 Subject Service (Cont'd)

(b) (Cont'd)

If the Telephone Company provides a Local Distribution Channel for the meet-point-billed DS1 service, the Customer must pay the following MRC in addition to the rates described in Table HH, above:

Table II

Non-channelized DS1 Service - Jointly Provided - Rate Element	USOC	MRC
Local Distribution Channel (LDC) - Per Point of Termination	TZUP1 TZUP2 TZUP3 TZUP4 TZUP5	$106.00

If any additional DS1 circuits requested by Customer would increase the DS1 Average Mile, as described in Table GG, above, by more than 0.5 miles, the Telephone Company will provide Customer sixty (60) calendar days written notification to reconfigure its circuits. If, after receiving written notice, the Customer does not choose to reconfigure circuits to maintain the average mile within 0.5 miles of the DS1 Average Mile, then Telephone Company may increase the flat-rate MRC, set forth in Table GG, for all applicable DS1 circuits by an amount of $11.00 for each mile above DS1 Average Mile.

The mileage calculation will be performed as follows:

The sum of jointly provided Non-Channized DS1 mileage divided by the total number of jointly provided Non-Channelized DS1 circuits = DS1 Average Mile.

Example:
Customer has 100 jointly provided Non-Channelized DS1 circuits in Illinois with billable mileage totaling 1,725 miles. The current DS1 Average Mile for Illinois, as described in Table GG, is 16.25 miles and increases to 17.25 miles. The flat-rated MRC for the 100 DS1 circuits in Illinois will be $198.00.

1,725 miles / 100 DS1 circuit = 17.25 DS1 Average Mile
$187.00 + $11.00 = $198.00

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd)

22.144.6 Special Access Service Offer Incentives

(A) Fiber to the Suite (1)/DS1 Bundled Service Incentive (D)

(1) The Customer may, at its option, elect to purchase DS1 special
access transport bandwidth subtending a two (2) (1) Service (Fiber to (D)
the Suite (1)/DS1 Bundled Service) under this Contract Offer and (D)
receive the discounts described herein. To be eligible, the Customer must be in compliance with all Terms and Conditions of this Contract Offer and must have at least $2,000 in monthly recurring revenue for DS1 services at each cell site location. Customers exercising this option shall notify the Telephone Company of its intention to purchase such services under this Contract Offer, provided that the
Fiber to the Suite (1)/DS1 service meets the following criteria: (D)

(a) The (1) is limited to two (2) (1) and must be located between the (D)
cell site premise and the Telephone Company's serving wire center of the cell site premises only;

(b) DS1 service terminating at the cell sites shall have no more than ten (10) interoffice miles;

(c) Standard special construction charges apply, where applicable;

(d) (1) service will be provisioned and priced based on DS1 volume (D)
at the rates specified in Section 2.144.6 (C);

(e) The (1) may not contain dual entrance diversity at the (D)
Customer's premises;

(f) The Telephone Company and Customer must agree to the location of the equipment used at the Customer's cell site premises to receive discounts described herein; and

(g) The Telephone Company commits up to 200 cell sites per year for Term Years 1 and 2; and 50 cell sites per year for Term Years 3-5, with both parties mutually agreeing upon each cell site.

(2) Conversion of Existing Service

Customer exercising the Fiber to the Suite (1)/DS1 Bundled Service (D)
option described herein may convert existing DS1 Service to the bundled service, provided that the existing DS1 Service is not
provisioned over a (1) at the time the Customer notifies the Telephone (D)
Company. The Telephone Company will waive any Nonrecurring Rearrangement fees and any applicable Termination Liability associated with converting the existing DS1 Service to this Contract Offer.

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(1) See footnote (1) on page 22-1144.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd)

22.144.6 Special Access Service Offer Incentives (Cont'd)

(A) Fiber to the Suite (1)/DS1 Bundled Service Incentive (Cont'd) (D)

(3) Discounted Rates and Credits

Customer shall pay the following MRC for each Fiber to the Suite (1)/DS1 Bundled Service as described in Table JJ, below. (D)

Table JJ

State	(1)/DS1 Bundled Service	MRC	
IL	(1)	(1)	(D)
IN	(1)	(1)	(D)
MI	(1)	(1)	(D)
OH	(1)	(1)	(D)
WI	(1)	(1)	(D)

(D) beside table header row.

The MRC in Table JJ, above, includes the following rate elements:

Table KK

(1)	USOC	QUANTITY	
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
DS1 Special Access	**USOC**	**QUANTITY**	
DS1 Channel Mileage Termination	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	2 per DS1	
DS1 Channel Mileage (CM)	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	Not to exceed 10 interoffice miles	

(D)

Additional DS1 services above the quantity identified in Table JJ may subtend the (1). The additional DS1s shall be charged according to the rates described in Section 22.144.5 (B) (4) (a) for DS1 Subject Services. (D)

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(1) See footnote (1) on page 22-1144.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd)

22.144.6 Special Access Service Offer Incentives (Cont'd)

(A) Fiber to the Suite [1]/DS1 Bundled Service Incentive (Cont'd) (D)

(4) Fiber to the Cell Site Special Construction Credit Incentive

During each of the first four (4) years of the Term Period, the Telephone Company will provide the Customer with a credit in the amount of $250,000 per year to be applied toward the Special Construction charges that would otherwise be required to build optical fiber facilities to the Customer's cell sites. Both parties will determine the cell sites for which optical fiber facilities will be built by mutual agreement. The parties shall mutually agree to the cell sites against which Credits will be applied, and such Credits shall be provided to Customer no later than the month following the Customer's payment of such Special Construction charges. Credits provided pursuant to this section shall not be applied for any other purpose.

(B) Non-Recurring Charges Quarterly Credit Incentive

The Telephone Company shall waive all other applicable non-recurring charges (NRCs) associated with the purchase of Subject Services under this Contract Offer, except for Access Order and Special Construction charges where applicable.

In the event that NRCs are billed, the Telephone Company will provide credits to the Customer on a quarterly basis. The Customer must be in compliance with the Eligibility Criteria in Section 22.144.3 and the Terms and Conditions of this Contract Offer, as specified in Section 22.144.4, to receive the quarterly credits. If the Customer terminates Contract Offer 144 before completion of the Term Period, the Customer will be back-billed the previous 12-months' non-recurring charges previously waived and/or credited.

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(1) See footnote (1) on page 22-1144.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd)

(N)

22.144.6 Special Access Service Offer Incentives (Cont'd)

(C) DS1 Portability Incentive

DS1 Portability Incentive waives termination liability charges that would otherwise be assessed to the Customer for moves of DS1 Subject Services.

(1) Eligibility Criteria for DS1 Portability Incentive

The Customer must meet the following criteria to receive the DS1 Portability:

(a) The Customer's DS1s must meet the Minimum Period requirements, as established under Ameritech Tariff F.C.C. No. 2, Section 2.4.2, at the previous location; and

(b) The service term of each new circuit must be equal to, or greater than, the remaining term of the disconnected circuit.

(2) Quarterly Review of Add and Disconnect DS1 Access Service Orders

The Telephone Company will perform quarterly reviews of the quantity of the DS1 "adds" and "disconnects" as follows:

(a) If cumulative "add" DS1 access service orders exceed cumulative "disconnect" DS1 access service orders during a Term Period year (Term Year), as measured on a quarterly basis, the cumulative adds and the cumulative disconnects will carry over quarter to quarter within a Term Year until the number of cumulative disconnects exceeds the cumulative adds;

(b) If cumulative "disconnect" DS1 access service orders exceed cumulative "add" DS1 access service orders during the Term Year, as measured on a quarterly basis, the Customer will be assessed termination liability charges, as defined in Ameritech F.C.C. No. 2 Section 7.4.10, on the number of circuits by which cumulative disconnect orders exceed cumulative add orders; or

(c) During the Term Year, if the Customer is assessed termination liability charges as a result of cumulative "disconnect" DS1 access service orders exceeding cumulative "add" DS1 access service orders in any quarter, as described in 22.144.6(C)(2)(b), above, no cumulative "disconnect" access service orders or cumulative "add" access service orders will carry over to the next quarter within that Term Year.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd)

(N)

22.144.6 Special Access Service Offer Incentives (Cont'd)

(C) DS1 Portability Incentive (Cont'd)

(1) Quarterly Review of Add and Disconnect DS1 Access Service Orders (Cont'd)

Example:
During a given Term Year:

If at the end of the 1st Quarter:
DS1 "adds" = 10
DS1 "disconnects" = 3
Quarter Termination Liability = 0 DS1's
(DS1 "adds" are greater than DS1 "disconnects")

If at the end of the 2nd Quarter:
Cumulative DS1 "adds" = 11 (1st Qtr 10 plus 2nd Qtr 1)
Cumulative DS1 "disconnects"= 12 (1st Qtr 3 plus 2nd Qtr 9)
Quarter Termination Liability = 1 DS1
(Cumulative DS1 "disconnects" are greater than Cumulative DS1 "adds")

Termination Liability would be assessed based on the last disconnect order provisioned during the 2nd Quarter. The 1st and 2nd Quarters cumulative DS1 "adds" and cumulative DS1 "disconnects" will not accumulate into the 3rd Quarter.

If at the end of the 3rd Quarter:
DS1 "adds" = 2
DS1"disconnects" = 1
Quarter Termination Liability = 0 DS1's
(DS1 "adds" are greater than DS1 "disconnects")

If at the end of the 4th Quarter:
Cumulative DS1 "adds" = 5 (3rd Qtr 2 plus 4th Qtr 3)
Cumulative DS1 "disconnects" = 3 (3rd Qtr 1 plus 4th Qtr 2)
Quarter Termination Liability = 0
(Cumulative DS1 "adds" are greater than Cumulative DS1 "disconnects")

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd)

(N)

22.144.7 Assignment and Transfer

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

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

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

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

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

(C) If the information required to review the assignee's or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.144.8 Mergers/Acquisitions

All provisions of this Contract Offer shall continue in full force and in effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, Terms and Conditions, as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.144 Contract Offer No. 144 – Special Access Service Offer (Cont'd)

(N)

22.144.9 Termination Liability Charges

If the Customer terminates Contract Offer No. 144 before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification sixty (60) days prior to the desired date of termination to the Telephone Company. This notification must include the date upon which the Customer will terminate the Contract Offer.

If the Customer fails to meet any of the Eligibility Criteria in Section 22.144.3, or fails to meet any of the Terms and Conditions in Section 22.144.4, then the Telephone Company shall provide the Customer with written notification of such non-compliance and the Customer will have sixty (60) days to comply. If the Customer does not comply within such time period, the Customer will be deemed to have terminated Contract Offer No. 144, and termination liability charges will apply as stated below, and will be payable pursuant to F.C.C. No. 2, Section 2.4. For purposes of this Contract Offer, failure by the Customer to maintain at least $60,000,000 in annual revenues for Subject Services shall not constitute a failure to meet the Eligibility Criteria in Section 22.144.3, or the Terms and Conditions in Section 22.144.4, and no termination liability charges shall apply in such event.

The Customer's termination liability charge shall be equal to the following:

12 percent of all Monthly Recurring Charges for the balance of the Term Period for all Subject Services provided under this Contract Offer.

Example: If at the time of termination the Monthly Recurring Charge is $4,500,000 per month, and the Contract Offer is terminated after thirty-six (36) months, and has twenty-four (24) months remaining in a sixty (60) month Term Period, the termination charge would be calculated as:

($4,500,000 X 12%) X 24 Months = $12,960,000 Termination Charge

(N)

22. Pricing Flexibility Contract Offerings

22.145 Contract Offer No. 145 – [1] Offer (D)

22.145.1 General Description

[1] Service Offer (Contract Offer No. 145) is an access services discount pricing plan permitting Customers that meet the Eligibility Criteria in Section 22.145.3, and the Terms & Conditions in Section 22.145.4, to purchase Subject Services in Section 22.145.2 at the discounted rates listed in Section 22.145.5. Subject Services provided under Contract Offer No. 145 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) described in Section 22.145.3(B). Contract Offer No. 145 is available for subscription from April 20, 2007 through May 20, 2007. This Contract Offer is not renewable. (D)

22.145.2 Subject Services

(A) Contract Offer No. 145 applies to the following pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Ameritech Operating Companies (Ameritech) Tariff F.C.C. No 2, Sections [1] and [1] [1]; (D)

(2) Ameritech Tariff F.C.C. No. 2, Sections 7 and 21 – DS3 High capacity Service;

(3) Ameritech Tariff F.C.C. No. 2, Sections 7and 21 – DS1 High Capacity Service; and

(4) Ameritech Tariff F.C.C. No. 2, Sections [1] and [1] – [1] (D)

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

22.145.3 Eligibility Criteria

The following eligibility criteria must be met to receive the Contract Offer No. 145 discounted rates:

(A) Subject Services must be pricing flexibility qualified access services listed in Section 22.145.2(A);

(B) Subject Services must be located in the Dayton, OH MSA;

(C) The Customer must have one (1) existing [1] that will be converted to one (1) new [1] in the MSA noted above, pursuant to the rates, Terms and Conditions provided under this Contract Offer; and (D) (D)

(D) All Subject Services must originate or terminate at a Mobile Switching Center (MSC).

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[1] Material previously contained in this section has been deleted. DSRS and OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 145 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.145 Contract Offer No. 145 – [1] Offer (Cont'd) (D)

22.145.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be five (5) years commencing on the date billing begins. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options described in Ameritech Tariff F.C.C. No. 2, Sections 7 and 21, for [1]. If, at the expiration of the Term Period, the Customer does not choose to disconnect or to select one of those payment options, the Telephone Company will convert the Subject Services to the prevailing monthly extension rates in Section 21. (D)

(B) Rate stability under Contract Offer No. 145 shall apply only to the rates specific to this Contract Offer, as provided in the rate tables listed in Section 22.145.5. Subject Services are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(C) The Customer must submit a signed Letter of Subscription (LOS) to the Telephone Company.

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

(E) If the Customer discontinues service under Contract Offer No. 145 and/or terminates this Contract Offer in its entirety during the Term Period, termination liability charges will apply in accordance with Section 22.145.9.

(F) During the Term Period, if the Customer requests additional service features or functions not included in Section 22.145.5, herein, such service features or functions shall be provided pursuant to Section 21 - Metropolitan Statistical Area Access Services.

(G) Within thirty (30) days of its submission of the LOS, the Customer must place its order to convert one (1) existing [1]. to one (1) new [1].at the rates, Terms and Conditions provided under this Contract Offer. (D)

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[1] See footnote (1) on page 22-1172

22. Pricing Flexibility Contract Offerings (Cont'd)

22.145 Contract Offer No. 145 – (1) Offer (Cont'd) (D)

22.145.4 Terms and Conditions (Cont'd)

(H) The Customer may not combine this Contract Offer with any other promotion, contract offering, or discount plan.

(I) The Telephone Company shall waive any termination liability associated with the conversion of the existing (1) to the new (1) purchased under this Contract Offer. (D)

22.145.5 Rates and Charges

(A) (1) Rates and Charges: (D)

The Customer shall pay the Monthly Recurring Charges (MRCs) for the new (1), as provided in Table A. Prevailing tariff Non-Recurring Charges in Sections (1) and (1) for (1) service shall apply. (D) (D)

Table A

Rate Element	USOC	MRC	
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

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(1) See footnote (1) on page 22-1172.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.145 Contract Offer No. 145 – (1) Offer (Cont'd) (D)

22.145.6 Assignment and Transfer

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section is not available, the Telephone Company shall exercise its reasonable discretion to determine the credit worthiness of the assignee or transferee based on any information available.

22.145.7 Mergers and Acquisitions

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

(1) See footnote (1) on page 22-1172.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.145 Contract Offer No. 145 – [1] Offer (Cont'd) (D)

22.145.8 Upgrade Option

(A) If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Services provided under this Contract Offer, and such new offering(s) employ new technology not available from the Telephone Company at the commencement of the Term Period, the Customer will be permitted to enter into a new contract offer or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Services provided under this Contract Offer, without incurring termination liability charges under this Contract Offer, provided, however, that the contract offer or tariff arrangement governing the new service includes a term period and billing amount equal to, or greater than, that of this Contract Offer. The Customer may exercise the upgrade option provided the following conditions are met:

(1) The Customer must meet all eligibility requirements outlined in Section 22.145.3, and the Terms and Conditions outlined in Section 22.145.4;

(2) The Customer must provide a written notification to the Telephone Company ninety (90) days prior to exercising this option; and

(3) The Customer must pay all Non-Recurring Charges associated with the upgrade, as well as any applicable Special Construction Charges incurred by the Telephone Company to provision the upgraded service.

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(1) See footnote (1) on page 22-1172.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.145 Contract Offer No. 145 – (1) Offer (Cont'd) (D)

22.145.9 Termination Liability

Termination liability language as described below shall apply in lieu of the termination liability provisions of Ameritech Tariff F.C.C. No. 2, Sections (1) and (1). If the Customer discontinues services and/or terminates this Contract Offer before the completion of the Term Period for any reason, except as provided under Section 22.145.9, the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 22.145.3, the Terms and Conditions in Section 22.145.4 or the General Terms and Conditions in Section 2. (D) (D)

These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described below.

The Customer's termination liability charges shall be equal to:

Fifty (50) percent of all Monthly Recurring Charges for the balance of the Customer's five (5) year Term Period for all services under contract.

The termination liability charge shall be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in the Term Period) multiplied by (Termination percentage of 50%)

Example: A Customer with a $10,000 Monthly Recurring Charge terminates service after three (3) years, and has twenty-four (24) months remaining on the five (5) year Term Period. The termination liability would be calculated as:

($10,000 X 24 months) X 50% = $120,000 termination liability charge

Upon termination of this Contract Offer, all Subject Services then remaining in service shall be converted to the prevailing monthly extension tariff rates applicable to the Subject Service, as provided in Ameritech Tariff F.C.C. No. 2, Section (1).

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(1) See footnote (1) on page 22-1172.

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 146 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-1178

22. [1] (D)

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[1] See footnote (1) on page 22-1178

22. (1) (D)

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(1) See footnote (1) on page 22-1178

22. [1] (D)

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[1] See footnote (1) on page 22-1178

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 147 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-1183

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22. [1] (D)

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[1] See footnote (1) on page 22-1183

22. [1] (D)

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[1] See footnote (1) on page 22-1183

22. [1] (D)

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[1] See footnote (1) on page 22-1183

22. [1] (D)

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[1] See footnote (1) on page 22-1183

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 148 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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22. (1) (D)

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(1) See footnote (1) on page 22-1189

22. (1) (D)

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(1) See footnote (1) on page 22-1189

22. [1] (D)

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[1] See footnote (1) on page 22-1189

22. (1) (D)

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(1) See footnote (1) on page 22-1189

22. (1) (D)

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(1) See footnote (1) on page 22-1189

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 149 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-1195

22. [1] (D)

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[1] See footnote (1) on page 22-1195

22. [1] (D)

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[1] See footnote (1) on page 22-1195

22. (1) (D)

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(1) See footnote (1) on page 22-1195

22. [1] (D)

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[1] See footnote (1) on page 22-1195

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22.150 Contract Offer No. 150 – (1), (1), DS3 and DS1 Service Offer (D)

22.150.1 General Description

(1), (1), DS3 and DS1 Service Offer (Contract Offer No.150) is an access discount pricing plan that permits Customers who meet the Eligibility Criteria described in Section 22.150.2, and the Terms and Conditions in Section 22.150.3, to purchase Subject Services at the discounted rates listed in Section 22.150.6. (D)

Contract Offer No. 150 is available for subscription from May 8, 2007 through June 8, 2007.

22.150.2 Subject Services

(A) Contract Offer No. 150 applies to the following pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Ameritech Tariff F.C.C. No 2, Sections (1) and (1) - (1); (D)

(2) Ameritech Tariff F.C.C. No 2, Sections (1) and (1) - (1); and (D)

(3) Ameritech Tariff F.C.C. No 2, Sections 7 and 21 – DS3/DS1 Service.

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

22.150.3 Eligibility Criteria

The following eligibility criteria must be met to receive the Contract Offer No. 150 discounted rates:

(A) Subject Services must be pricing flexibility qualified access services listed in Section 22.150.2 (A).

(B) Subject Services must be located in the Chicago, IL MSA.

(C) The Customer must have the following existing (1) Services with the Telephone Company upon subscription to this Contract Offer: One (1) (1), three (3) (1), and two (2) (1), each of which must be configured as described in Section 22.150.6 (A), herein. (D) (D)

(1) Material previously contained in this section has been deleted. OCN PTP and GigaMAN services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 150 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.150 Contract Offer No. 150 – (1), (1), DS3 and DS1 Service Offer (Cont'd) (D)

22.150.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is forty-two (42) months commencing on the date the Customer submits a Letter of Subscription (LOS) to the Telephone Company.

The service term for existing Subject Services converted to this Contract Offer shall be co-terminus with the Term Period.

The service term for new Subject Services provided under this Contract Offer shall be five (5) years commencing on the date billing begins. At the expiration of the Term Period, all in-service Subject Services, other than previously existing Subject Services converted to this Contract Offer will be provided at that prevailing five (5) year tariff rates highlighted in Section 7 or Section 21. Contract No. 150 is not renewable.

(B) To subscribe to this Contract Offer, the Customer must submit a signed Letter of Subscription (LOS) to the Telephone Company.

(C) Upon subscription, the Customer must submit its order for eligible existing and/or new Subject Services to be converted and/or purchased at the rates, Terms and Conditions pursuant to this Contract Offer in order for those services to receive the discounts available under this Contract Offer, and for the Customer to apply those Subject Services toward the in-service level requirements described in section 22.150.5 (A).

(D) Subject Services must be configured as outlined in Sections 22.150.5 (A) and 22.150.6 to receive discounts provided through this Contract Offer or to be applied toward the in-service level requirements of this Contract Offer.

(E) Discounts provided under this Contract Offer shall not apply to services above the maximum numbers of services outlined in Section 22.150.5 (A). Services ordered above the maximum level shall be provided pursuant to the prevailing applicable tariff rates found in Sections 7 or 21, depending on service type.

(F) The Customer must comply with the minimum in-service requirements outlined in Section 22.150.5 (A) for Subject Services provided pursuant to this Contract Offer throughout the Term Period. If the Customer fails to comply with the minimum in-service level requirements described in Section 22.150.5 (A) at any time during the Term Period, Shortfall charges will apply per Section 22.150.5 (D).

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(1) See footnote (1) on page 22-1201.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.150 Contract Offer No. 150 – [1], [1], DS3 and DS1 Service Offer (Cont'd) (D)

22.150.4 Terms and Conditions (Cont'd)

(G) If the Customer discontinues service under Contract Offer 150 during the Term Period, termination liability charges will apply in accordance with Section 22.150.9.

(H) If the Customer requests additional service, features and functions not included in Section 22.150.6, the Customer must pay the tariff rates for those additions as contained in Section 7-Special Access Service or Section 21-Metropolitan Statistical Area Access Services, depending on the service type.

(I) New Subject Services provided under this Contract Offer must be ordered under a five (5) year service term, pursuant to Section 7-Special Access Service or Section 21-Metropolitan Statistical Area Access Services, as applicable, depending on the service type. Subject Services will be subject to the terms and conditions of the underlying service term plans, including, without limitation, any termination liability provisions therein.

(J) The Telephone Company shall waive any termination liability charges that would otherwise apply pursuant to Ameritech Tariff F.C.C. No. 2, Section 22, Contract Offer No. 63, for existing Subject Services to be provided pursuant to this Contract Offer, to the extent such termination liability charges would result from the migration of Subject Services to this Contract Offer. Termination liability charges shall otherwise apply according to the terms of the applicable tariff.

(K) The Customer must pay all billed charges for Subject Services in full throughout the Term Period (not including any pending disputes submitted in accordance with the requirements of Ameritech Tariff F.C.C. No. 2). Failure to do so will constitute a material default of this Contract Offer by the Customer, and termination charges described in Section 22.150.9 will apply.

(L) Subject Services provided under this Contract Offer shall be afforded credit allowances for service interruptions subject to the terms and conditions outlined in Ameritech Tariff F.C.C. No. 2, Section 2.4.4.

22.150.5 Service Requirements

(A) In-Service Levels:

The Customer's purchases and conversions pursuant to this Contract Offer must comply with the minimum and maximum in-service requirements outlined herein at the rates, terms and conditions pursuant to this Contract Offer throughout the Term Period. Minimum and maximum in-service levels will include Subject Services either purchased under, or converted to, this Contract Offer.

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[1] See footnote (1) on page 22-1201.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.150 Contract Offer No. 150 – (1), (1), DS3 and DS1 Service Offer (Cont'd) (D)

22.150.5 Service Requirements (Cont'd)

(A) In-Service Levels: (Cont'd)

(1) Subject Services – (1) Subject Services must be configured as outlined in Section 22.150.6 (A) , and must meet the following minimum and maximum in-service levels, as listed in Table A, below: (D)

Table A

Subject Service	**Minimum**	**Maximum**
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)

(D)
(D)
(D)

DS1 Subject Services – DS1 Subject Services must be configured as outlined in Section 22.150.6 (D), and must meet the following minimum and maximum in-service levels, as listed in Table B, below:

Table B

Subject Service	**Minimum**	**Maximum**
DS1	200	1050

DS3 Subject Services – DS3 Subject Services must be configured as outlined in Section 22.150.6 (C). The Customer may purchase additional DS3 Subject Services under the rates, Terms and Conditions provided under this Contract Offer, as long as the Customer complies with the following minimum in-service level requirement, as listed in Table C, below:

Table C

Subject Service	**Minimum**	**Maximum**
DS3	40	Not applicable

(1) Subject Services – (1) Subject Services must be configured as outlined in Section 22.150.6 (B) and must meet the following minimum and maximum in-service requirements, as listed in Table D, below: (D)

Table D

Subject Service	**Minimum**	**Maximum**
(1)	(1)	(1)

(D)

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(1) See footnote (1) on page 22-1201.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.150 Contract Offer No. 150 – [1], [1], DS3 and DS1 Service Offer (Cont'd) (D)

22.150.5 Service Requirements (Cont'd)

(B) Portability:

The Customer may move or disconnect DS3 or DS1 Subject Services provided under this Contract Offer without incurring termination liability charges, provided the Customer maintains the minimum in-service levels set forth in the tables, herein. Eligibility for portability will be determined according to a quarterly review process, as provided herein, which will begin three (3) months after the commencement of the Term Period. Notwithstanding anything to the contrary herein, with respect to DS1 Subject Services, once the Customer has purchased and/or converted 1050 DS1 Subject Services pursuant to this Contract Offer, the Customer may continue to move or disconnect such DS1 Subject Services, but the Customer may not subsequently purchase additional DS1 Subject Services.

(C) Quarterly Review Process

Minimum in-service levels for DS1 and DS3 Subject Services shall be reviewed on a quarterly basis, for the purpose of determining eligibility for credits of any termination liability charges incurred by the Customer associated with moves and disconnections of those Subject Services. The review will be performed thirty (30) days after the close of each quarter, with quarterly intervals to be measured upon the commencement of the Term Period. The Telephone Company shall conduct its first quarterly review three (3) months after the commencement of the Term Period.

(1) If a quarter's in-service levels of DS3s and DS1s are equal to or exceed the minimum in-service levels required in Section 22.150.5 (A), the Telephone Company will credit termination liability charges for DS3s and DS1s, respectively, within thirty (30) days upon completion of the quarterly review.

(2) If a current quarter's in-service levels of DS3s and DS1s are below the minimum in-service levels required in Section 22.150.5 (A), the Telephone Company will not credit termination liability charges for any DS3 or DS1 moves or disconnects ordered during that quarter, and the Customer shall be subject to a shortfall charge, as described below.

(D) Shortfall Payments

If, at the end of a quarter, the in-service levels are less than the minimum in-service levels required as described in Section 22.150.5 (A), the Customer will be assessed a shortfall charge. The shortfall charge shall be due within thirty (30) days after written notification by the Telephone Company, and shall be calculated as follows:

$165 per DS1 short of in-service level requirement x 3 months
$800 per DS3 short of in-service level requirement x 3 months

Example:

If three months into the contract Term Period, the in-service DS1 volumes = 180, and the in-service DS3 volumes = 30, then the shortfall charge =

DS1 shortfall = (200 – 180) x ($165) x (3 months) = $9,900
DS3 shortfall = (40 – 30) x ($800) x (3 months) = $24,000

Total shortfall charge for the 1st quarter of the Term Period = $33,900

[1] See footnote (1) on page 22-1201.

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.150 Contract Offer No. 150 – (1), (1), DS3 and DS1 Service Offer (Cont'd) (S)

22.150.6 Rates and Charges

(A) (1) Subject Services: (S)

The Customer shall pay the following flat-rated Monthly Recurring Charges (MRCs) for each (1) Subject Service provided under this Contract Offer, configured as described in Table E, below: (S)

Table E

Rate Element	USOC	QTY	MRC	
(1)	(1)	(1)		(S)
(1)	(1)	(1)		(S)
(1)	(1)	(1)		(S)
			(1)	(S)
(1)	(1)	(1)		(S)
(1)	(1)	(1)		(S)
OC-12 Cross-Connect	OCCDX	2		(Z)
			(1)	(S)
(1)	(1)	(1)		(S)
(1)	(1)	(1)		(S)
OC-12 Cross-Connect	OCCDX	2		(Z)
			(1)	(S)
(1)	(1)	(1)		(S)
(1)	(1)	(1)		(S)
OC-12 Cross-Connect	OCCDX	2		(Z)
			(1)	(S)
(1)	(1)	(1)		(S)
(1)	(1)	(1)		(S)
OC-3 Cross-Connect	OCCDX	2		(Z)
(1)	(1)	(1)		(S)
(1)	(1)	(1)		(S)
			(1)	(S)
(1)	(1)	(1)		(S)
(1)	(1)	(1)		(S)
OC-3 Cross-Connect	OCCDX	2		(Z)
(1)	(1)	(1)		(S)
(1)	(1)	(1)		(S)
			(1)	(S)
(1)			(1)	(S)

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(1) See footnote (1) on page 22-1201.

(This page filed under Transmittal No. 1667)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.150 Contract Offer No. 150 – (1), (1), DS3 and DS1 Service Offer (Cont'd) (D)

22.150.6 Rates and Charges (Cont'd)

(A) (1) Subject Services (D)

The Customer shall pay the following MRCs for any (1) Subject Service provided under this Contract Offer, each of which shall be configured with at least one (1) Local Distribution Channel (LDC), as listed in Table F, below: (D)

Table F

Rate Element	USOC	MRC
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)

(D)
(D)
(D)

(B) DS3 Subject Services

The Customer shall pay the following MRCs for any DS3 Subject Service provided under this Contract Offer, each of which shall be configured with at least one (1) LDC or one (1) Channel Mileage Termination (CMT) and one (1) Channel Mileage (CM) per DS3, as listed in Table G, below:

Table G

Rate Element	USOC	MRC
Local Distribution Channel (LDC)	TZUP1 TZUP2 TZUP3 TZUP4 TZUP5	$800
Channel Mileage Termination (CMT)	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	$240
Channel Mileage (CM) – Per Mile	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	$33
3/1 Central Office Multiplexer	QM3X1 QM3X2 QM3X3 QM3X4 QM3X5	$400

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(1) See footnote (1) on page 22-1201.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.150 Contract Offer No. 150 – [1], [1], DS3 and DS1 Service Offer (Cont'd) (D)

22.150.6 Rates and Charges (Cont'd)

(A) DS1 Subject Services

The Customer must pay the following MRCs for DS1 services provided under this Contract Offer, each of which shall be configured as described in Tables H or I, below:

Table H

Configuration	**Channel Mileage**	**MRC**
1 LDC	0	$95
1 LDC, 2 CMTs, CM	1-10	$165
1 LDC, 2 CMTs, CM	11-20	$205
1 LDC, 2 CMTs, CM	21-30	$255

Table I

Configuration	**Channel Mileage**	**MRC**
2 LDCs	0	$190
2 LDC, 2 CMTs, CM	1-10	$260
2 LDC, 2 CMTs, CM	11-20	$300
2 LDC, 2 CMTs, CM	21-30	$350

[1] See footnote (1) on page 22-1201.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.150 Contract Offer No. 150 – (1), (1), DS3 and DS1 Service Offer (Cont'd) (D)

22.150.7 Assignment/Transfer/Successors

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

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(1) See footnote (1) on page 22-1201.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.150 Contract Offer No. 150 – (1), (1), DS3 and DS1 Service Offer (Cont'd) (D)

22.150.8 New Special Access Service Offerings

If the Telephone Company makes available one or more new special access service offerings, or other offerings capable of substituting for the Subject Services provided under this Contract Offer, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Services provided under this Contract Offer, without incurring termination liability under this Contract Offer, in connection with the conversion of Subject Services from this Contract Offer to such new access service offering(s), provided, however, that the Customer's Contract Offer or other contract or tariff governing the new service offerings must include a term period and revenue commitment or equivalent volume commitment that are the same as, or greater than, those applicable under this Contract Offer.

22.150.9 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in Ameritech F.C.C. No. 2, Section 21. If the Customer terminates this Contract Offer before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 22.150.3, or all provisions of this Contract Offer, except as provided in Section 22.150.5 (B).

These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described below.

The Customer's termination liability charges shall be equal to:

50 percent of all MRCs for the balance of the Customer's forty-two (42) month Term Period for all services under contract ((1), (1), DS3 and DS1 services). (D)

Example:A Customer with a $75,000 MRC terminates service after thirty (30) months, and has twelve (12) months remaining on the forty-two (42) month Term Period, the termination liability would be calculated as:

($75,000 X 12 months) X 50 % = $450,000 termination liability charge

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(1) See footnote (1) on page 22-1201.

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offerings

22.151 Contract Offer No. 151 – (1) Renewal Offer (D)

22.151.1 General Description

Contract Offer No. 151 – (1) Renewal Offer is an access discount pricing plan (D)
that provides Customers located in the Detroit-Ann Arbor, MI Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) discounted rates listed in Section 22.151.5 for one (1) existing (1) and one (1) existing DS3 (D)
Service. Customers must meet the eligibility criteria described in Section 22.151.3, below.

Once effective, this Contract Offer is available for subscription from May 9, 2007 to June 9, 2007.

22.151.2 Service Qualifications

(A) This Contract Offer applies to pricing-flexibility-qualified service (hereafter referred to as Subject Services) as provided in the following Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2 Sections:

(1) DS3 Service – Section 7.2.9; and

(2) (1) – Section (1). (D)

(B) Subject Services provided under this Contract Offer shall be:

(1) Located in the following Michigan MSA: Detroit-Ann Arbor; and

(2) An existing (1) and DS3 Service. (D)

22.151.3 Eligibility Criteria

The Customer must meet the following eligibility criteria at the time of subscription to this Contract Offer:

(A) Service must be Subject Services listed in Section 22.151.2; and

(B) The existing Subject Services must have completed a sixty (60) month term agreement with the Telephone Company.

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 151 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.151 Contract Offer No. 151 – [1] Renewal Offer (Cont'd) (D)

22.151.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is twelve (12) months commencing on the date the Telephone Company receives the completed Letter of Subscription (LOS).

At the end of the Term Period, the Customer may renew the Subject Services at the rates, Terms and Conditions provided under this Contract Offer for up to two (2) six (6) month renewal service terms. To exercise this option, the Customer must notify the Telephone Company in writing at least sixty (60) days prior to the expiration of the initial twelve (12) month term period to request the first extension. If the Customer opts to renew again, the Customer must notify the Telephone Company in writing at least sixty (60) days prior to the expiration of the first renewal service term to request the second extension.

Upon expiration of the Term Period or renewal service term, the Subject Services provided under this Contract Offer shall be subsequently provided under the prevailing applicable monthly extension rates described in Section 21, unless the Customer:

(1) Selects from the Optional Payment Plan options as described in Section 21 or

(2) Disconnects Subject Services.

(B) General

(1) Subject Services provided under this Contract Offer are subject to certain rates, charges, and general terms and conditions described in Ameritech F.C.C. Tariff No. 2, Sections 2, 5 and 13, as applicable.

(2) Rate stability under Contract Offer No. 151 applies only to the rates specific to this Contract Offer as outlined in Section 22.151.5.

(3) Contract Offer No. 151 is only available May 9, 2007, through June 9, 2007.

(4) The Customer must renew one (1) existing [1] and one (1) existing DS3 Service pursuant to this Contract Offer, as configured and described in Section 22.151.5, at the discounted rates found in Section 22.151.5. (D)

(5) In order to subscribe to Contract Offer No. 151, Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

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[1] See footnote (1) on page 22-1211.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.151 Contract Offer No. 151 – [1] Renewal Offer (Cont'd) (D)

22.151.4 Terms and Conditions (Cont'd)

(B) General (Cont'd)

(6) If the Customer discontinues service under this Contract Offer during the Term Period, termination liability charges shall apply in accordance with Section 22.151.8.

(7) If the Customer requests additional service features and functions not included in Section 22.151.5, the Customer will pay the tariff rates for those additions as contained in Ameritech Tariff F.C.C. No. 2, Section 21 - Metropolitan Statistical Area Access Services.

(8) This Contract Offer No. 151 cannot be combined with any other promotion, contract, or discount offer.

(9) Commingling, as defined in Ameritech F.C.C. Tariff No. 2, Section 2.6, of Subject Service under this Contract Offer is prohibited.

(10) All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as noted herein.

(11) If the Telephone Company makes available one or more new special access service(s) capable of substituting for the Subject Services provided under this Contract Offer, and such new offering(s) employ new technology not available from the Telephone Company at the commencement of the Term Period, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new special access service from the Telephone Company, in substitution for the Subject Services provided under this Contract offer, without incurring termination liability under this Contract Offer, provided, however, that the contract offer, other contract or tariff governing the new service includes a term period and billing equal to, or greater than, that of this Contract Offer. The Customer may exercise the upgrade option provided the following conditions are met:

(i) The Customer must meet all eligibility requirements outlined in Section 22.151.3, and Terms and Conditions outlined in Section 22.151.4; and

(ii) The Customer must notify the Telephone Company at least ninety (90) days prior to exercising this option.

The Customer will be responsible for all Non-Recurring Charges associated with the upgrade, as well as any Special Construction Charges incurred by the Telephone Company to provision the upgraded service.

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[1] See footnote (1) on page 22-1211.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.151 Contract Offer No. 151 – (1) Renewal Offer (Cont'd) (D)

22.151.5 Rates and Charges

(A) Monthly Recurring Charges (MRCs)

The Customer must pay the following MRCs in Table A for rate elements that comprise the Subject Services provided under this Contract Offer.

Table A:

Rate Elements	USOC	Qty	Unit Rate	MRC	
(1)	[redacted]	[redacted]	[redacted]	[redacted]	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)				(1)	(D)
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	
DS3	[redacted]	[redacted]	[redacted]	[redacted]	
C.O. Multiplexer zone 2	QM3X2	1	$459.00	$459.00	
DS3 MRC				$459.00	

(B) Non-Recurring Charge (NRC)

The Telephone Company shall waive the following Installation Charge associated with this Contract Offer.

Non-Recurring Charge	USOC	Amount
Administrative Charge	ORCMX	$60.00

Any rate elements not described herein will be subject to the applicable rates and charges outlined in Ameritech Tariff F.C.C. No. 2, Section 21.

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(1) See footnote (1) on page 22-1211.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.151 Contract Offer No. 151 – [1] Renewal Offer (Cont'd) (D)

22.151.6 Assignment/Transfer/Successors

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.151.6 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

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[1] See footnote (1) on page 22-1211.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.151 Contract Offer No. 151 – [1] Renewal Offer (Cont'd) (D)

22.151.7 Mergers/Acquisitions

All provisions of this Contract Offer shall continue in full force and in effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services as provided for in this Contract Offer will continue to be maintained at the same volume, rates, Terms and Conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

22.151.8 Termination Liability

During the Term Period of the Contract Offer, the termination liability language contained below applies in lieu of the termination liability language described in Ameritech F.C.C. Tariff No. 2, Section 7. Termination charges shall become due as of the effective date of the termination.

(A) If the Customer terminates Subject Services, or is not in compliance with all provisions of this Contract Offer, the Customer shall be liable for a termination charge, which shall be equal to fifty (50) percent of the MRCs for the balance of the Customer's twelve (12) month Term Period, or six (6) month Renewal Service Term, whichever is applicable, and will be calculated as follows:

(MRC) multiplied by (Months remaining in Term Period) multiplied by (termination liability percentage of 50%) = termination liability charge

Example: A Customer with a $3,554.00 MRC terminates service and has two (2) months remaining in the twelve (12) month term period. The termination liability would be calculated as:

($3,554.00 X 2) X 50% = $3,554.00 termination liability charge.

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[1] See footnote (1) on page 22-1211.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.151 Contract Offer No. 151 – [1] Renewal Offer (Cont'd) (D)

22.151.8 Termination Liability (Cont'd)

(B) If the Customer disconnects rate elements on the Subject Service provided under this Contract Offer prior to the completion of the Term Period or Renewal Service Term, whichever is applicable, the Customer will be liable for a termination charge which shall be equal to fifty (50) percent of the MRC for the rate elements for the balance of the Term, and will be calculated as follows:

(MRC x Months remaining in Term Period) x (50%)

Example: A DS3 multiplexer at $459.00 a month is disconnected with three (3) months remaining in the Renewal Service Term. The termination liability would be calculated as:

($459 X 3) X 50% = $688.50 termination liability charge.

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[1] See footnote (1) on page 22-1211.

22. Pricing Flexibility Contract Offerings

22.152 Contract Offer No. 152 – (1) Service Offer

22.152.1 General Description

Contract Offer No. 152 - (1) Offer is an access discount plan that permits the Customer to renew two (2) existing (1) Services at the discounted rates listed in Section 22.152.5. Customers must meet the Eligibility Criteria and Terms and Conditions, listed in Sections 22.152.3 and 22.152.4, herein.

This Contract Offer is available May 26, 2007 through June 26, 2007. This Contract Offer is not renewable.

22.152.2 Subject Qualifications

(A) This Contract Offer applies to pricing-flexibility-qualified services (Subject Services), as provided in the following tariff section:

(1) (1)

(B) Subject Services provided under this Contract Offer shall be:

(1) Located in the following Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs): Detroit, MI and Toledo, OH; and

(2) Subject Service must be configured as described in Section 22.152.5.

22.152.3 Eligibility Criteria

The Customer must meet the following eligibility criteria at the time of subscription to this Contract Offer:

(A) Service must be an existing (1) listed in Section 22.152.2;

(B) Customer must not be an MVP Customer, as described in Ameritech Tariff F.C.C. No. 2, Section 19, at the time of subscription; and

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

"Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 152 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007." (T)

22. Pricing Flexibility Contract Offerings (Cont'd) (Z)

22.152 Contract Offer No. 152 – [1] Offer (Cont'd)

22.152.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is thirty-six (36) months, commencing on the date the Telephone Company receives the Letter of Subscription (LOS) from the Customer. This offer is not renewable.

Upon expiration of the Term Period, the Subject Services provided under this Contract Offer shall be subsequently provided under the prevailing applicable monthly (extension) rates described in Section [1], unless the Customer:

(1) Selects an applicable Term Pricing Plan/Optional Payment Plan described in [1]; or

(2) Disconnects the Subject Services.

(B) General

(1) Contract Offer No. 152 is available only from May 26, 2007 through June 26, 2007.

(2) Subject Services provided under this Contract Offer are subject to certain rates, charges and general terms and conditions described in Ameritech Tariff F.C.C. No. 2, Sections 2, 5 and 13, as applicable.

(3) All Terms and Conditions for the Subject Services provided under this Contract Offer No. 152 shall continue to be governed by the otherwise applicable tariff sections, except as noted herein.

(4) To subscribe to this Contract Offer, the Customer must submit a Letter of Subscription ("LOS") to the Telephone Company.

(5) Commingling shall be defined as provided in Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.

(6) If the Customer discontinues Service under this Contract Offer during the Term Period, or if the Customer breaches any of the Terms or Conditions of this Contract Offer or any other applicable tariff provision, termination liability shall apply in accordance with Section 22.152.8. (Z)

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[1] See footnote (1) on page 22-1218.

22. Pricing Flexibility Contract Offerings (Cont'd) (Z)

22.152 Contract Offer No. 152 – [1] Offer (Cont'd)

22.152.4 Terms and Conditions (Cont'd)

(B) General (Cont'd)

(7) Customer must renew two (2) existing [1] Services pursuant to this Contract Offer 152, as configured and described in Section 22.152.5, at the discounted rates found in Section 22.152.5.

(8) Upon subscription of this Contract Offer, the Telephone Company will waive up to $67,000 in termination liability associated with the disconnect of one (1) existing [1] in the Toledo, OH MSA.

(9) If the Customer requests additional service features and functions not included in Section 22.152.5, the Customer will pay the tariff rates for the additional services, as contained in the [1], Metropolitan Statistical Area Access Services. (Z)

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[1] See footnote (1) on page 22-1218.

22. Pricing Flexibility Contract Offerings (Cont'd) (Z)

22.152 Contract Offer No. 152 – (1) Offer (Cont'd)

22.152.5 Rates and Charges

(A) The following Monthly Recurring Charges (MRCs) shall apply to the rate elements identified in Table A, below, for the Subject Services provided in the Detroit, MI MSA under this Contract Offer.

Monthly Recurring Charge (MRC):$12,825.00

The MRC of each (1) Service includes the following components:

Table A:

Rate Elements	USOC	Quantity
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)

(B) The following MRCs shall apply to the rate elements identified in Table B, below, for the Subject Services provided in the Toledo, OH MSA under this Contract Offer.

Monthly Recurring Charge (MRC):$3,505.00

The MRC of each (1) Service includes the following components:

Table B:

Rate Elements	USOC	Quantity
(1)		
Cross-Connection of Service	CXCNX	1
(1)		
(1)		

(Z)

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(1) See footnote (1) on page 22-1218.

22. Pricing Flexibility Contract Offerings (Cont'd) (Z)

22.152 Contract Offer No. 152 – (1) Offer (Cont'd)

22.152.6 Assignment and Transfer

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available. (Z)

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(1) See footnote (1) on page 22-1218.

22. Pricing Flexibility Contract Offerings (Cont'd) (Z)

22.152 Contract Offer No. 152 – [1] Offer (Cont'd)

22.152.7 Mergers and Acquisitions

All provisions of this Contract Offer shall continue in full force and in effect, notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services as provided for in this Contract Offer will continue to be maintained at the same volume, rates, Terms and Conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

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22.152.8 Termination Liability Charges

During the Term Period of this Contract Offer, the termination liability language contained below applies in lieu of the termination liability language described in [1]. Termination charges shall become due as of the effective date of the termination.

If the Customer terminates Subject Service or is not in compliance with all provisions of this Contract Offer or of any other applicable tariff provision, the Customer shall be liable for a termination charge which shall be equal to fifty (50) percent of the Monthly Recurring Charges (MRCs) for the balance of the Customer's thirty-six (36) month Term Period and will be calculated as follows:

(MRC) multiplied by (Months remaining in Term Period) multiplied by (termination liability percentage of 50%) = termination liability charge

Example: A Customer with a $12,825.00 MRC terminates service after twenty-four (24) months, and has twelve (12) months remaining in the thirty-six (36) month Term Period. The termination liability would be calculated as:

($12,825.00 X 12) X 50% = $76,950.00 termination liability charge. (Z)

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[1] See footnote (1) on page 22-1218.

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 153 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-1224

22. [1] (D)

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[1] See footnote (1) on page 22-1224

22. [1] (D)

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[1] See footnote (1) on page 22-1224

22. [1] (D)

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[1] See footnote (1) on page 22-1224

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 154 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-1229

22. (1) (D)

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(1) See footnote (1) on page 22-1229

22. [1] (D)

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[1] See footnote (1) on page 22-1229

22. [1] (D)

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[1] See footnote (1) on page 22-1229

22. [1] (D)

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[1] See footnote (1) on page 22-1229

22. [1] (D)

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[1] Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 155 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

(This page filed under Transmittal No. 1666)

Issued: January 24, 2008 Effective: February 8, 2008

22. (1) (D)

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(1) See footnote (1) on page 22-1235

(This page filed under Transmittal No. 1666)

22. [1] (D)

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[1] See footnote (1) on page 22-1235

22. [1] (D)

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[1] See footnote (1) on page 22-1235

22. (1) (D)

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(1) See footnote (1) on page 22-1235

22. (1) (D)

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(1) See footnote (1) on page 22-1235

-22. Pricing Flexibility Contract Offering

22.156 Contract Offering No. 156 – Access Advantage Plus Transport Service – One Year Term (N)

22.156.1 General Description

(A)Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the Customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC), as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in Section 7.2.9(B)(4)(j).

(B)The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis, as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C)AA+ Transport Service is available in the pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Ameritech Tariff F.C.C. No. 2, Section 21. If, during the Term Period, the Telephone Company receives pricing flexibility relief in additional MSAs, as listed in Section 21, the Customer may be able to include services provided under this Contract Offer, if available, in those additional MSAs pursuant to this Contract Offer.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.156 Contract Offering No. 156 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.156.2 Contract Terms

(A)Contract Offering No. 156 is available during the purchase period, which begins June 1, 2007 and ends October 31, 2007.

(B)Ameritech Tariff F.C.C. No. 2, Sections 2, 4, 5, 13 and 17 apply, except as noted herein. Any changes made to the aforementioned sections during the Customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 156.

(1)The Administrative Charge described in Section 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in Section 5.1.1 do not apply during the initial contract term or during a renewal term.

(2)Service date intervals, as described in Section 5.2.1 for the initial installation of AA+ Transport Service, and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service, are negotiated intervals.

(3)The Service Date Change Charge described in Section 5.2.2 (A), the Design Change Charge described in Section 5.2.2 (C), and the Expedited Order Charge described in Section 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in Sections 2.4.2 and 5.2.5 for Contract Offering No. 156, is the initial contract term.

(5) Minimum Period Charges described in Sections 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(7) The Partial Cancellation Charge described in Section 5.2.2(B) and the Access Order Cancellation Charge described in Section 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one-half of the specified Non-Recurring Charges (NRCs) as reflected in Section 22.156.3 (B).

ACCESS SERVICE

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.156 Contract Offering No. 156 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.156.2 Contract Terms (Cont'd)

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Date, as described in Section 5.1.1.

(A)The initial contract term for Contract Offering No. 156 is one (1) year, and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(B)At the conclusion of the initial contract term, Subject Services provided under Contract Offering No. 156 will be automatically converted to the applicable monthly renewal rate, found in Section 22.156.3 (B). The Customer may terminate Contract Offering No. 156 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty (30) days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 156 upon thirty (30) days written notice any time following the completion of the initial contract term.

(C)The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(D)No other discount pricing plans apply.

(E)AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 156.

(F)If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 156 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.156.2 (K). The termination charge for Contract Offering No. 156 is fifty (50) percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.156 Contract Offering No. 156 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.156.2 Contract Terms (Cont'd)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 156 terminated, and the termination charges described in Section 22.156.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one-half of the nonrecurring charge to install service as reflected in Section 22.156.3 (B).

(K) The Customer may elect to discontinue Contract Offering No. 156 at any time prior to the expiration of the initial contract term, without incurring the termination charges described in Section 22.156.2 (I), when all of the following conditions are met:

(1) The Customer establishes a new interstate special access service of equal or greater capacity.

(2) The new service is provided to the same end user's premises to which Contract Offering No. 156 was provided,.

(3) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 156.

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer's initial contract term for Contract Offering No. 156.

(L) A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services, and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the Customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 156 terminated. If Contract Offering No. 156 is terminated during the initial contract term, the termination charges described in Section 22.156.2 (I) will apply.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.156 Contract Offering No. 156 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.156.2 Contract Terms (Cont'd)

(M) The Telephone Company will designate the AA+ Transport Service Node from which the service will be provided.

(N) The AA+ Transport Service Customer is responsible for channel assignments, which include the following obligations:

(1)Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2)Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in Section 22.156.1 (B).

(3)Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in Section 22.156.2 (B) will result in a Customer credit of the applicable nonrecurring charges identified in Section 22.156.3 (B). This guarantee does not apply to any installation in which the end user's designated premises are inaccessible, the Customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.156 Contract Offering No. 156 – Access Advantage Plus Transport Service – One Year Term (Cont'd) (N)

22.156.3 Rate Regulations

(A) Types of Rates and Charges

(1) NRCs, listed in Table A, below, are one-time charges that apply for specific work activities.

(a) An NRC applies for installation of each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) An NRC applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly Recurring Charges (MRCs), listed in Table A, below, are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) An MRC applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with Section 7.4.3. (N)

(B) Rates and Charges

Table A

	MRC	**NRC**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

22. Pricing Flexibility Contract Offering (Cont'd)

22.157 Contract Offering No. 157 – Access Advantage Plus Transport Service – Two Year Term (N)

22.157.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the Customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC), as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in Section 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis, as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Ameritech Tariff F.C.C. No. 2, Section 21. If, during the Term Period, the Telephone Company receives pricing flexibility relief in additional MSAs, as listed in Section 21, the Customer may be able to include services provided under this Contract Offer, if available, in those additional MSAs pursuant to this Contract Offer. (N)

22. Pricing Flexibility Contract Offering

22.157 Contract Offering No. 157 – Access Advantage Plus Transport Service – Two Year Term

(N)

22.157.2 Contract Terms

(A) Contract Offering No. 157 is available during the purchase period, which begins June 1, 2007 and ends October 31, 2007.

(B) Ameritech Tariff F.C.C. No. 2, Sections 2, 4, 5, 13 and 17 apply, except as noted herein. Any changes made to the aforementioned sections during the Customer's renewal term, other than to provisions noted below, apply to Contract Offering No. 157.

(1) The Administrative Charge described in Section 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in Section 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals, as described in Section 5.2.1 for the initial installation of AA+ Transport Service, and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service, are negotiated intervals.

(3) The Service Date Change Charge described in Section 5.2.2 (A), the Design Change Charge described in Section 5.2.2 (C), and the Expedited Order Charge described in Section 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in Section 2.4.2 and Section 5.2.5 for Contract Offering No. 157, is the initial contract term.

(5) Minimum Period Charges described in Section 2.4.2 and Section 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(7) The Partial Cancellation Charge described in Section 5.2.2(B) and the Access Order Cancellation Charge described in Section 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one-half of the NRCs as reflected in Section 22.157.3 (B).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.157 Contract Offering No. 157 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.157.2 Contract Terms (Cont'd)

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Dates, as described in Section 5.1.1.

(D) The initial contract term for Contract Offering No. 157 is two (2) years, and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Subject Services provided under Contract Offering No. 157 will be automatically converted to the applicable monthly renewal rate, found in Section 22.157.3 (B). The Customer may terminate Contract Offering No. 157 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty (30) days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 157 upon thirty (30) days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 157.

(I) If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 157 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.157.2 (K). The termination charge for Contract Offering No. 157 is fifty (50) percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.157 Contract Offering No. 157 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.157.2 Contract Terms (Cont'd)

(D) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 157 terminated, and the termination charges described in Section 22.157.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The Customer may elect to discontinue Contract Offering No. 157 at any time prior to the expiration of the initial contract term, without incurring the termination charges described in Section 22.157.2 (I), when all of the following conditions are met:

(1)The Customer establishes a new interstate special access service of equal or greater capacity,

(2)The new service is provided to the same end user's premises to which Contract Offering No. 157 was provided,

(3)The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 157, and

(4)The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer's initial contract term for Contract Offering No. 157.

(L) A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services, and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the Customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 157 terminated. If Contract Offering No. 157 is terminated during the initial contract term, the termination charges described in 22.157.2 (I) will apply. (N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.157 Contract Offering No. 157 – Access Advantage Plus Transport Service – Two Year Term (Cont'd) (N)

22.157.2 Contract Terms (Cont'd)

(M) The Telephone Company will designate the AA+ Transport Service Node from which the service will be provided.

(N) The AA+ Transport Service Customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in Section 22.157.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in Section 22.157.2 (B) will result in a Customer credit of the applicable nonrecurring charges identified in Section 22.157.3 (B). This guarantee does not apply to any installation in which the end user's designated premises are inaccessible, the Customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.157 Contract Offering No. 157 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.157.3 Rate Regulations

(A) Types of Rates and Charges

(1) NRCs, listed in Table B, below, are one-time charges that apply for specific work activities.

(a) An NRC does not apply to install each AA+ Transport Service or to activate initial Multiplexer Cross Connections.

(b) An NRC applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) MRCs, listed in Table B, below, are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) An MRC applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with Section 7.4.3.

(B) Rates and Charges

Table B

	MRC	**NRC**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$310.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

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22. Pricing Flexibility Contract Offering (Cont'd)

22.158 Contract Offering No. 158 – Access Advantage Plus Transport Service – Three Year Term (N)

22.158.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user’s network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the Customer with a DS1 Service between an end user’s designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC), as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in Section 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis, as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1)Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2)Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 326 Kbps of capacity.

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity. (N)

(C) AA+ Transport Service is available in the pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Ameritech Tariff F.C.C. No. 2, Section 21. If, during the Term Period, the Telephone Company receives pricing flexibility relief in additional MSAs, as listed in Section 21, the Customer may be able to include services provided under this Contract Offer, if available, in those additional MSAs pursuant to this Contract Offer.

22. Pricing Flexibility Contract Offering

22.158 Contract Offering No. 158 – Access Advantage Plus Transport Service – Three Year Term (N)

22.158.2 Contract Terms

(A) Contract Offering No. 158 is available during the purchase period, which begins June 1, 2007 and ends October 31, 2007.

(B) Ameritech Tariff F.C.C. No. 2, Sections 2, 4, 5, 13 and 17 apply, except as noted herein. Any changes made to the aforementioned sections during the Customer's renewal term, other than to provisions noted below, apply to Contract Offering No. 158.

(1) The Administrative Charge described in Section 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in Section 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals, as described in Section 5.2.1 for the initial installation of AA+ Transport Service, and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service, are negotiated intervals.

(3) The Service Date Change Charge described in Section 5.2.2 (A), the Design Change Charge described in Section 5.2.2 (C), and the Expedited Order Charge described in Section 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in Sections 2.4.2 and 5.2.5 for Contract Offering No. 158, is the initial contract term.

(5) Minimum Period Charges described in Sections 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(7) The Partial Cancellation Charge described in Section 5.2.2(B) and the Access Order Cancellation Charge described in Section 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one-half of the NRCs as reflected in Section 22.158.3 (B).

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.158 Contract Offering No. 158 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.158.2 Contract Terms (Cont'd)

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Date, as described in Section 5.1.1.

(D) The initial contract term for Contract Offering No. 158 is three (3) years, and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Subject Services provided under Contract Offering No. 158 will be automatically converted to the applicable monthly renewal rate, found in Section 22.158.3 (B). The Customer may terminate Contract Offering No. 158 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty (30) days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 158 upon thirty (30) days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 158.

(I) If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 158 prior to the expiration of the initial contract term, a termination charge applies, except as described in Section 22.158.2 (K). The termination charge for Contract Offering No. 158 is fifty (50) percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(N)

(This page filed under Transmittal No. 1625)

22. Pricing Flexibility Contract Offering (Cont'd)

22.158 Contract Offering No. 158 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.158.2 Contract Terms (Cont'd)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 158 terminated, and the termination charges described in Section 22.158.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The Customer may elect to discontinue Contract Offering No. 158 at any time prior to the expiration of the initial contract term, without incurring the termination charges described in Section 22.158.2 (I), when all of the following conditions are met:

(1) The Customer establishes a new interstate special access service of equal or greater capacity.

(2) The new service is provided to the same end user's premises to which Contract Offering No. 158 was provided,.

(3) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 158, and

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer's initial contract term for Contract Offering No. 158.

(L) A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services, and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the Customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 158 terminated. If Contract Offering No. 158 is terminated during the initial contract term, the termination charges described in Section 22.158.2 (I) will apply. (N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.158 Contract Offering No. 158 – Access Advantage Plus Transport Service – Three Year Term (Cont'd) (N)

22.158.2 Contract Terms (Cont'd)

(M) The Telephone Company will designate the AA+ Transport Service Node from which the service will be provided.

(N) The AA+ Transport Service Customer is responsible for channel assignments, which include the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in Section 22.158.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.158.2 (B) will result in a Customer credit of the applicable nonrecurring charges identified in Section 22.158.3 (B). This guarantee does not apply to any installation in which the end user's designated premises are inaccessible, the Customer is not ready to accept service, or building facilities are not ready.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.158 Contract Offering No. 158 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.158.3 Rate Regulations

(A) Types of Rates and Charges

(1) NRCs, listed in Table C, below, are one-time charges that apply for specific work activities.

(a) An NRC does not apply to install each AA+ Transport Service or to activate initial Multiplexer Cross Connections.

(b) An NRC applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) MRCs, listed in Table C, below, are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) An MRC applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with Section 7.4.3.

(B) Rates and Charges

Table C

	MRC	NRC	CRIS USOC	CABS USOC
Initial Contract Term	$200.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 159 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-1259

22. [1] (D)

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[1] See footnote (1) on page 22-1259

22. (1) (D)

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(1) See footnote (1) on page 22-1259

22. [1] (D)

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[1] See footnote (1) on page 22-1259

22. (1) (D)

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(1) See footnote (1) on page 22-1259

22. Pricing Flexibility Contract Offerings

22.160 Contract Offer No. 160 – Transport Upgrade Service Offer

22.160.1 General Description

Contract Offer No. 160 - Transport Upgrade Service Offer is an access discount pricing plan that permits Customers who meet the Eligibly Criteria in Section 22.160.3, and the Terms and Conditions in Section 22.160.4, to renew and upgrade existing Subject Services listed in Section 22.160.2, at the discounted rates provided in Section 22.160.5. Subject Services provided under Contract Offer No. 160 are available only in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) listed in Section 22.160.3(C).

Contract Offer No 160 is available for subscription from June 2, 2007 to July 2, 2007. This Contract Offer is not renewable.

22.160.2 Service Qualifications

(A) This Contract Offer applies to pricing-flexibility-qualified services (Subject Services) contained in the following tariff section(s):

(1) (1) and (1) – Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Sections (1) and (1). (D)
(D)

(2) DS3 Service - Ameritech Tariff F.C.C. No. 2, Sections 7.2.9, 7.5.9 and 21.5.2.7.

(3) DS1 Service - Ameritech Tariff F.C.C. No. 2, Sections 7.2.9, 7.5.9 and 21.5.2.7.

22.160.3 Eligibility Criteria

The Customer must meet the following eligibility criteria to subscribe to this Contract Offer:

(A) Subject Services must be pricing-flexibility-qualified access services listed in Section 22.160.2(A);

(B) Customer must have at least one (1) existing (1) and at least three (3) existing (1) in the Detroit-Ann Arbor, Flint, Grand Rapids, Kalamazoo and/or Lansing, MI. MSAs; and (D)
(D)

(C) Subject Services must be located in the following Pricing Flexibility MSAs: Detroit-Ann Arbor, Flint, Grand Rapids, Kalamazoo and Lansing, MI.

(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 160 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.160 Contract Offer No. 160 – Transport Upgrade Service Offer (Cont'd)

22.160.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be sixty (60) months, commencing on the date the Telephone Company receives the signed Letter of Subscription (LOS) from the Customer.

Upon expiration of the Term Period, Subject Services shall be converted to the prevailing applicable monthly (extension) rates, described in Sections 21.5.2.7 and (1), unless the Customer selects a payment plan, described in Sections 7.4.10 and 7.4.11, or disconnects the Subject Services. (D)

(B) General

(1) Subject Services are subject to certain rates, charges and general terms and conditions described in Ameritech Tariff F.C.C. No 2, Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(2) All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.

(3) The Customer may not include Subject Services provided under this Contract Offer in any other contract offer, promotional offering (Section 17), or other discount plan (e.g., MVP, AVDP, etc.).

(4) Commingling shall be defined as provided in Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.

(5) If the Customer discontinues service under this Contract Offer during the Term Period, or if the Customer breaches any of the Terms or Conditions of this Contract Offer or of any other applicable tariff provision, termination liability charges shall apply in accordance with Section 22.160.8.

(6) To subscribe to this Contract Offer, the Customer must provide the Telephone Company with a signed LOS.

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(1) See footnote (1) on page 22-1265.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.160 Contract Offer No. 160 – Transport Upgrade Service Offer (Cont'd)

22.160.4 Terms and Conditions (Cont'd)

(B) General (Cont'd)

(7) The Customer must renew the existing [1], and must migrate two (2) existing [1] Subject Services to the renewed OC-192 DRS at the rates provided in Section 22.160.5, herein. The Customer must submit its order to migrate the two existing OC-48 DRS Subject Services within sixty (60) days of contract subscription. Billing, according to the rates, Terms and Conditions of this Contract Offer, shall begin at the commencement of the Term Period. (D) (D)

(8) The Customer must upgrade one (1) existing [1] to a new [1] provided under this Contract Offer at the rates listed in Section 22.160.5(B). The Customer must submit its order to upgrade one existing [1] Subject Service within sixty (60) days of contract subscription. Billing, according to the rates, Terms and Conditions of this Contract Offer, shall begin at the commencement of the Term Period. (D) (D)

(9) Customers under Contract Offers No. 22 and/or No. 54 must convert [1] and [1] Subject Services previously provided under those Contract Offers to the rates, and Terms and Conditions provided under this Contract Offer. The Telephone Company will waive any termination liability charges that would otherwise result from the migration of the Subject Services from Contract Offers No. 22 and/or No. 54 to this Contract Offer. The Customer must submit its order to convert the [1] and [1] Subject Services to the rates, Terms and Conditions provided under this Contract Offer within sixty (60) days of contract subscription. (D) (D)

(10) Customers under Contract Offers No. 22 and/or No. 54 must convert DS3 and DS1 Subject Services to the five (5) year rates, and terms and conditions provided under Ameritech Tariff F.C.C. No. 2, Sections 7.2.9, 7.5.9 and 21.5.2.7. The Telephone Company will waive any termination liability charges that would be otherwise result from the migration of Subject Services from Contract Offers No. 22 and/or No. 54 to this Contract Offer. The Customer must submit its order to convert the DS1 and DS3 Subject Services to the rates, Terms and Conditions provided under this Contract Offer within sixty (60) days of contract subscription.

(1) See footnote (1) on page 22-1265.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.160 Contract Offer No. 160 – Transport Upgrade Service Offer (Cont'd)

22.160.5 Rates and Charges

(A) (1) DRS Rates and Charges (D)

The Customer must pay the following Monthly Recurring Charges
(MRCs) for an existing (1) configured as provided in Table A, below. The (D)
MRC for this existing (1) Subject Service will be in lieu of the charges for (D)
the two separate existing (1) Subject Services. The two separate (1) (D)
Subject Services will be migrated to the renewed (1) Subject Service at no (D)
additional charge.

The Customer must pay the following total MRCs for the existing (1) (D)
renewed pursuant to this Contract Offer, configured as provided in Table
A, below, and the two (2) existing (1) services migrated to the renewed (1) (D)
Subject Service.

Table A

Term Year	MRC	
(1)	(1)	(D)
(1)	(1)	(D)
(1)	(1)	(D)
(1)	(1)	(D)
(1)	(1)	(D)

(1)	USOC	Quantity	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

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(1) See footnote (1) on page 22-1265.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.160 Contract Offer No. 160 – Transport Upgrade Service Offer (Cont'd)

22.160.5 Rates and Charges (Cont'd)

(A) (1) Rates and Charges (D)

The Customer must pay the following MRCs for a new (1) configured as (D)
provided in Table B, below, resulting from an upgraded existing (1) (D)
Subject Service. The MRC for this new (1) Subject Service will be in lieu (D)
of the charges for the existing (1) Subject Service. The existing (1) Subject (D)
Service will be migrated to the new (1) Subject Service at no additional (D)
charge.

Table B

Term Year	MRC	
(1)	(1)	(D)
(1)	(1)	(D)
(1)	(1)	(D)
(1)	(1)	(D)
(1)	(1)	(D)

(1)	USOC	Quantity	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

(B) Prevailing tariff Non-Recurring Charges (NRCs), as described in Ameritech Tariff F.C.C. No. 2, Section (1), for (1) shall apply, if applicable. (D)

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(1) See footnote (1) on page 22-1265.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.160 Contract Offer No. 160 – Transport Upgrade Service Offer (Cont'd)

22.160.5 Rates and Charges (Cont'd)

(D) The Customer may purchase additional (1) rate elements at the MRCs listed in Table C, below: (D)

Table C:

Description	USOC	MRC	
(1)	(1)	(1)	(D)
	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

If a node is added after the initial installation of the (1), the new (1) will be co- (D)
terminus with the initial Term Period. However, if a (1) is added during the last (D)
twelve (12) months or less of the Term Period, the Customer will be billed the
(1) MRC for a minimum period of twelve (12) months. (D)

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(1) See footnote (1) on page 22-1265.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.160 Contract Offer No. 160 – Transport Upgrade Service Offer (Cont'd)

22.160.6 Assignment/Transfer/Successors (N)

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.160.6 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.160 Contract Offer No. 160 –Transport Upgrade Service Offer (Cont'd)

22.160.7 Mergers/Acquisitions (N)

The Terms and Conditions of this Contract Offer shall continue in full force and in effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, Terms and Conditions, as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.160 Contract Offer No. 160 – Transport Upgrade Service Offer (Cont'd)

22.160.8 Termination Liability (N)

The termination liability language contained below applies in lieu of the termination liability language described in Section 7.4. Termination charges shall become due as of the effective date of the termination.

(A) If the Customer terminates this Contract Offer or is not in compliance with the Terms and Conditions of this Contract Offer or with any other applicable tariff provision, the Customer will be liable for a termination charge which shall be equal to $50,000 per month for the balance of the Term Period, and will be calculated as follows:

$50,000 x (months remaining in Term Period) = Termination Charge

Example: If the Contract Offer is terminated after forty-eight (48) months, and has twelve (12) months remaining in a sixty (60) month Term Period, the termination charge would be calculated as:

$50,000 X 12 months = $600,000.00 Termination Charge

Upon termination of this Contract Offer, all Subject Services provided under this Contract Offer will be converted to the prevailing applicable monthly (extension) rates, as described in Section 21.5.2.7.

(B) If the Customer terminates Subject Services provided under this Contract Offer prior to the completion of the Service Term during the Term Period, the Customer will be liable for a termination charge which shall be equal to fifty (50) percent of the MRC for the terminated Subject Services for the balance of the Service Term, and will be calculated as follows:

MRC x the number of months remaining in the Service Term x 50% = Termination Charge

Example: If the Subject Service has a $100,000 MRC and is terminated after thirty-six (36) months, and has twenty-four (24) months remaining in a sixty (60) month Service Term, the termination charge would be calculated as follows:

$100,000 X 24 months x 50% = $1,200,000.00 Termination Charge

(N)

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 161 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

(This page filed under Transmittal No. 1666)

22. [1] (D)

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[1] See footnote (1) on page 22-1274

22. [1] (D)

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[1] See footnote (1) on page 22-1274

(This page filed under Transmittal No. 1666)

22. [1] (D)

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[1] See footnote (1) on page 22-1274

22. [1] (D)

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[1] See footnote (1) on page 22-1274

22. [1] (D)

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[1] See footnote (1) on page 22-1274

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22. (1) (D)

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(1) Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 162 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-1280

22. [1] (D)

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[1] See footnote (1) on page 22-1280

22. (1) (D)

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(1) See footnote (1) on page 22-1280

22. [1] (D)

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[1] See footnote (1) on page 22-1280

22. (1) (D)

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(1) Material previously contained in this section has been deleted. OCN PTP, DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 163 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-1285

22. (1) (D)

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(1) See footnote (1) on page 22-1285

22. (1) (D)

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(1) See footnote (1) on page 22-1285

22. (1) (D)

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(1) See footnote (1) on page 22-1285

22. [1] (D)

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[1] See footnote (1) on page 22-1285

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (N)

22.164 Contract Offer No. 164 – Special Access Bundle Service Offer

22.164.1 General Description

Contract Offer No. 164 – Special Access Bundle Service Offer (Contract Offer No. 164) is an access discount pricing plan for which concurrent subscription is (N) required to the following Access Tariffs: Ameritech Operating Companies (Nx) (Ameritech), Tariff F.C.C. No. 2; Pacific Bell Telephone Company (PBTC), Tariff F.C.C. No. 1; Southwestern Bell Telephone Company (SWBT), Tariff F.C.C. No. 73; and BellSouth Telecommunications, Inc. (BellSouth), Tariff (Nx) F.C.C. No. 1. Contract Offer No. 164 permits a Customer (as defined in this (N) Contract Offer) that meets the Eligibility Criteria in Section 22.164.3, and the Terms and Conditions in Section 22.164.4, to purchase Subject Services in Section 22.164.2 at the discounted rates listed in Section 22.164.5. Subject Services under Contract Offer No. 164 are available in the Pricing Flexibility Metropolitan Statistical Areas (MSAs) described in Section 22.164.3 (B).

The “Customer,” for purposes of this Contract Offer only, shall mean either a single entity that constitutes a Customer, as defined in Ameritech Tariff F.C.C. No. 2, Sections 1 and 2, or two Affiliated Entities, as defined in this Contract Offer. For purposes of this Contract Offer only, “Affiliated Entities” shall mean two entities that satisfy the definition of “Customer,” as provided in Ameritech Tariff F.C.C. No. 2, Sections 1 and 2, one of which owns, directly or indirectly, at least sixty (60) percent of the other, or both of which are under common management and control. If the Customer consists of two Affiliated Entities, then: (i) all purchases of Subject Services by both of the Affiliated Entities will be combined for purposes of satisfying any purchase requirements under this Contract Offer; (ii) the Affiliated Entities will be jointly and severally liable to the Telephone Company for all obligations of this Contract Offer, including, without limitation, payment for Subject Services or Termination Liability; and (iii) any merger, acquisition, assignment or transfer of service, discontinuance of service or breach of this Contract Offer by either Affiliated Entity shall be deemed to be that of the Customer.

Contract Offer No. 164 is available for subscription from August 21, 2007 through September 21, 2007. If the Customer consists of two Affiliated (N) Entities, both Affiliated Entities must execute and submit Letters of Subscription. This Contract Offer is not renewable.

(x)Issued under Authority of Special Permission No. 07-020 of F.C.C.

(This page filed under Transmittal No. 1641)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.164 Contract Offer No. 164 – Special Access Bundle Service Offer (Cont'd)

22.164.2 Subject Services

(A) This Contract Offer applies to pricing-flexibility-qualified services (hereafter referred to as Subject Services) contained in the following tariff section(s):

(1) Ameritech Tariff F.C.C. No. 2, Sections 7 and 21 – (1); (D)

(2) Ameritech Tariff F.C.C. No. 2, Sections 7 and 21 – (1); (D)

(3) Ameritech Tariff F.C.C. No. 2, Sections 7 and 21 – DS3 Special Access Service;

(4) Ameritech Tariff F.C.C. No 2, Sections 7 and 21 – (1) Service; and (D)

(5) Ameritech Tariff F.C.C. No. 2, Sections 7 and 21 – DS1 High Capacity Service.

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

22.164.3 Eligibility Criteria

The following Eligibility Criteria must be met to receive Contract Offer No. 164 discounted rates:

(A) Subject Services must be pricing flexibility qualified access services listed in Section 22.164.2(A);

(B) Subject Services must be located in the following MSAs:

(1) Full Relief MSAs

Champaign/Urbana, IL; Decatur, IL; Rockford, IL; Springfield, IL; Bloomington, IN; Kokomo, IN; Louisville, IN; Muncie, IN; South Bend-Mishawaka, IN; Flint, MI; Grand Rapids, MI; Jackson, MI; Lansing, MI; Saginaw/Bay City/Midland, MI; Cincinnati, OH; Columbus, OH; Hamilton/Middleton, OH; Appleton/Oshkosh/Neenah, WI; Green Bay, WI; Janesville, WI; Madison, WI; Milwaukee/Waukesha, WI; Racine, WI; Sheboygan, WI.

(2) Limited Relief MSAs

Chicago, IL; Peoria, IL; Anderson, IN; Evansville/Henderson, IN; Fort Wayne, IN; Indianapolis, IN; Battle Creek, MI; Detroit/Ann Arbor, MI; Kalamazoo, MI; Toledo, MI; Akron, OH; Cleveland/Lorain/Elyria, OH; Dayton, OH; Toledo, OH; Eau Claire, WI; Kenosha, WI.

(1) Material previously contained in this section has been deleted. DSRS and OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 164 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.164 Contract Offer No. 164 – Special Access Bundle Service Offer (Cont'd)

22.164.3 Eligibility Criteria (Cont'd)

(A)Any Subject Service ordered pursuant to this Contract Offer must be new;

(B)All traffic must originate or terminate at a Mobile Switching Center (MSC);

(E) Concurrent Subscription

The Customer must concurrently subscribe to the identical Contract Offer of Contract Offer No. 164, pursuant to the following tariffs: (N) (Nx)

(1) SWBT Tariff F.C.C No. 73, Section 41, Contract Offer No. 137;

(2) PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 133; and

(3) BellSouth Tariff F.C.C. No. 1, Section 25, Contract Offer No. 51. (Nx) (N)

22.164.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be seventy-two (72) months, commencing on the date the Telephone Company receives the signed Letter of Subscription (LOS) from the Customer. This offer is not renewable.

Upon expiration of the Term Period, Subject Services shall be converted to the prevailing applicable monthly (extension) rates, described in Section 39, unless the Customer selects a payment plan described in Sections 7, 20, 30 or 40, as applicable.

(B)General

(1)Subject Services, as described in Section 22.164.2, are subject to certain rates, charges and general terms and conditions described in Ameritech Tariff F.C.C. No. 2, Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in the Contract Offer.

(2)All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.

(3)The Customer may not include Subject Services provided under this Contract Offer in any other contract offer, promotional offering, or other discount plan, (e.g. MVP). (N)

(x)Issued under Authority of Special Permission No. 07-020 of F.C.C.

(This page filed under Transmittal No. 1641)

Issued: August 20, 2007
Effective: August 21, 2007

ACCESS SERVICE

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.164 Contract Offer No. 164 – Special Access Bundle Service Offer (Cont'd)

22.164.4 Terms and Conditions (Cont'd)

(B) General (Cont'd)

(1)Commingling shall be defined as provided in Section 2.6. Commingling of Subject Services under this Contract Offer is prohibited.

(2)If the Customer discontinues service under Contract Offer No. 164 during the Term Period, termination liability charges shall apply in accordance with Section 22.164.10.

(6) To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company.

(7) The Customer must Purchase the following number of new DS1 Subject Services in the time frame allotted:

In Year One – five hundred (500) new DS1 Subject Services.

In Year Two – two hundred (200) new DS1 Subject Services for a cumulative of seven hundred (700) DS1s through Year Two of Contract Offer No. 164; and

In Year Three – one hundred (100) new DS1 Subject Services for a cumulative of eight hundred (800) DS1s through Year Three of Contract Offer No. 164.

The Customer must maintain eight hundred (800) or greater DS1 Subject Services for the remainder of the Term Period.

The maximum number of DS1 Subject Services which may be purchased under this Contract Offer No. 164 is 3,500.

(8) The Customer must Purchase the following number of new DS3 Subject Services in the time frame allotted:

In Year One – twenty (20) new DS3 Subject Services.

In Year Two – five (5) new DS3 Subject Services for a cumulative of twenty (25) DS3s through Year Two of Contract Offer No. 164; and

In Year Three – one (1) new DS3 Subject Services for a cumulative of twenty-six (26) DS3s through Year Three of Contract Offer No. 164.

Customer must maintain twenty-six (26) or greater DS3 Subject Services for the remainder of the Term Period.

The maximum number of DS3 Subject Services which may be purchased under this Contract Offer No. 164 is one hundred fifty (150).

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.164 Contract Offer No. 164 – Special Access Bundle Service Offer (Cont'd)

22.164.4 Terms and Conditions (Cont'd)

(B) General (Cont'd)

(6) The Customer must purchase the following number of new (1) or (1) (D)
Subject Services in the time frame allotted:

In Year One – one (1) new (1) or (1) Subject Services; (D)

In Year Two – one (1) new (1) or (1) Subject Services for a (D)
cumulative of two (2) (1) or (1) through Year Two of Contract Offer (D)
No. 164; and

In Year Three – one (1) new (1) or (1) Subject Services for a (D)
cumulative of three (3) (1) or (1) through Year Three of Contract (D)
Offer No. 164.

The Customer must maintain three (3) or greater (1) or (1) Subject (D)
Services for the remainder of the Term Period.

(7) DS3 and DS1 Subject Services ordered under Contract Offer No.
164 must subtend new or existing Ameritech (1) services where (D)
such services are deployed. The Customer may complete their volume commitments under any and all of the tariffs referenced in Section 22.164.1 General Description.

(8) The Customer must identify all Access Customer Name Abbreviations (ACNAs) subject to this Contract Offer at the time of subscription, by identifying each such ACNA in the LOS.

(9) Subject Services must originate or terminate on a wireless carrier's network.

(A) Service Terms

(1) The minimum term commitment for each Subject Service purchased under this Contract Offer (Service Term) will be seventy-two (72) months, commencing upon the Service Establishment Date (SED) of services.

(2) If the Customer disconnects a Subject Service during the Service Term, termination charges shall apply in accordance with Section 22.164.10.

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(1) See footnote (1) on page 22-1292

22. Pricing Flexibility Contract Offerings (Cont'd)

22.164 Contract Offer No. 164 – Special Access Bundle Service Offer (Cont'd)

22.164.5 Rates and Charges

(A)(1) Rates and Charges (D)

The Customer must pay the Monthly Recurring Charges (MRCs) listed in Table A, below, for new (1) Subject Services ordered under this Contract Offer: (D)

Table A

(1)	**USOC**	**MRC**
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
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(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

(D)

Any rate element not described herein will be subject to the applicable tariff rates provided in Section 21.

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[1] See footnote (1) on page 22-1292

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.164 Contract Offer No. 164 – Special Access Bundle Service Offer (Cont'd)

22.164.5 Rates and Charges (Cont'd)

(A) (1) Rates and Charges (Cont'd) (D)

The Customer must pay the MRCs listed in Table B, below, for new (1) and (1) Subject Services ordered under this Contract Offer: (D)
(D)

Table B

(D)

(1)	USOC	MRC
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
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(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

Any rate elements not described herein will be subject to the applicable tariff rates provided in Section 21.

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(1) See footnote (1) on page 22-1292

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.164 Contract Offer No. 164 – Special Access Bundle Service Offer (Cont'd)

22.164.5 Rates and Charges (Cont'd)

(B) (1) Rates and Charges (D)

The Customer must pay the MRCs listed in Table C, below, for the new (1) Subject Service ordered under this Contract Offer: (D)

Table C

(D)

(1)	**USOC**	**MRC**
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
[redacted]	[redacted]	[redacted]
(1)	**USOC**	**MRC**
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

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(1) See footnote (1) on page 22-1292

22. Pricing Flexibility Contract Offerings (Cont'd)

22.164 Contract Offer No. 164 – Special Access Bundle Service Offer (Cont'd)

22.164.5 Rates and Charges (Cont'd)

(A) (1) Rates and Charges (Cont'd) (D)

Table C (Cont'd)

(D)

(1)	**USOC**	**MRC**
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

Any rate element not described herein will be subject to the applicable tariff rates provided in Section 21.

(C) DS3 Rates and Charges:

The Customer must pay the MRCs listed in Table D, below, for the new DS3 Subject Services ordered under this Contract Offer:

Table D

DS3 Rate Element	**USOC**	**MRC**
DS3 CHANNEL TERMINATION - Per Point of Termination	TZUP1/TZUP+	$731.25
INTEROFFICE CHANNEL MILEAGE Fixed	CZ4X1/CZX+	$337.50
INTEROFFICE CHANNEL MILEAGE Per mile	1YZX1/1YZX+	$33.75
CENTRAL OFFICE MULTIPLEXING - DS3 TO DS1 - Per Arrangement	QM3X1/QM3X+	$356.25

Any rate element not described herein will be subject to the applicable tariff rates provided in Section 21.

(1) See footnote (1) on page 22-1292

(This page filed under Transmittal No. 1666)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.164 Contract Offer No. 164 – Special Access Bundle Service Offer (Cont'd)

22.164.5 Rates and Charges (Cont'd)

(D) DS1 Rates and Charges:

The Customer must pay the MRCs listed in Table E, below, for the new DS1 Subject Services ordered under this Contract Offer:

Table E

DS1 RATE ELEMENT	USOC	MRC
DS1 CHANNEL TERMINATION - Per Point of Termination	TZ4X1/TZ4X+	$73.00
INTEROFFICE CHANNEL MILEAGE Fixed	CZ4X1/CZ4X+	$24.82
INTEROFFICE CHANNEL MILEAGE Per mile	1YZX1/1YZX+	$9.49
CENTRAL OFFICE MULTIPLEXING - DS1 TO DS0 - Per Arrangement	QMVX1/QMVX+	$116.80

Any rate element not described herein will be subject to the applicable tariff rates provided in Section 21.

(E) (1) Rates and Charges (D)

The Customer shall have, at their option, the ability to purchase (1) (D)
Subject Services and be billed at the (1) Quad rate as outlined in Table F, (D)
below.

Table F

(D)

(1)	USOC	1st (1) Quad Discount Rate	2nd (1) Quad Discount Rate	3rd and 4th (1) Quad Discount Rate
(1)				
(1)				
(1)				
(1)				
(1)				
(1)				
(1)				
(1)				
(1)				

(D)

Any rate elements not described herein will be subject to the applicable tariff rates provided in Section 21.

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(1) See footnote (1) on page 22-1292

ACCESS SERVICE

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.164 Contract Offer No. 164 – Special Access Bundle Service Offer (Cont'd)

22.164.6 Assignment/Transfer/Successors

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.164.6 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.164 Contract Offer No. 164 – Special Access Bundle Service Offer (Cont'd)

22.164.7 Mergers and Acquisitions

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

22.164.8 Technology Upgrade

(A) If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Services provided under this Contract Offer, and such new offering(s) employ new technology not available from the Telephone Company at the commencement of the Term Period, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offering from the Telephone Company, in substitution for the Subject Services provided under this Contract offer, without incurring termination liability under this Contract Offer, provided, however, that the contract offer, other contract or tariff governing the new service includes a term period and billing equal to, or greater than, that of this Contract Offer. The Customer may exercise the upgrade option provided the following additional conditions are met:

(1) The Customer must meet all eligibility requirements outlined in Section 22.164.3, and Terms and Conditions outlined in Section 22.164.4;

(2) The Customer must notify the Telephone Company ninety (90) days prior to exercising this option; and

(3) The Customer will be responsible for all Non-Recurring Charges associated with the upgrade, as well as any Special Construction Charges incurred by the Telephone Company to provision the upgraded service. (N)

(This page filed under Transmittal No. 1641)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.164 Contract Offer No. 164 – Special Access Bundle Service Offer (Cont'd)

22.164.9 Portability

The Telephone Company will waive otherwise applicable termination liability charges for moves of existing DS1 and DS3 Subject Services, provided that the Customer complies with the conditions set forth below. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for those charges on a quarterly basis.

(A) The Customer must be in compliance with all Terms and Conditions of this Contract Offer;

(B) DS1 Subject Services must have been in service for a minimum of twelve (12) months to be eligible for portability;

(C) DS3 Subject Services must have been in service for a minimum of two (2) years to be eligible for portability; and

(D) (1) and (1) Services are eligible for portability only under the terms and conditions specified for those services in the general tariff. (D)

22.164.10 Termination Liability

Termination liability language, described below, applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Sections 7, 20, 30, and 40. If the Customer discontinues services provided under this Contract Offer before the completion of the Term Period for any reason, or if the Customer breaches the Terms or Conditions of this Contract Offer or of any other applicable tariff provision, the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with all the provisions of this Contract Offer. These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described below.

The Customer's termination liability charges shall be equal to:

Termination Term Year	Termination Percentage
1 – 6	50%

The termination liability charge shall be calculated as follows:

MRC multiplied by the number of months remaining in the Term Period, multiplied by fifty (50) percent.

Example 1: A Customer with a $100,000 MRC terminates service after twenty - four (24) months, and has forty-eight (48) months remaining on the six (6) year Term Period. The termination liability would be calculated as:

($100,000 X 48 months) X 50% = $2,400,000 termination liability charge

(1) See footnote (1) on page 22-1292

22. (1) (D)

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(1) Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 165 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-1304

22. [1] (D)

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[1] See footnote (1) on page 22-1304

22. [1] (D)

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[1] See footnote (1) on page 22-1304

22. (1) (D)

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(1) See footnote (1) on page 22-1304

22. [1] (D)

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[1] See footnote (1) on page 22-1304

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 166 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. (1) (D)

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(1) See footnote (1) on page 22-1310

22. (1) (D)

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(1) See footnote (1) on page 22-1310

22. (1) (D)

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(1) See footnote (1) on page 22-1310

22. (1) (D)

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(1) See footnote (1) on page 22-1310

22. [1] (D)

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[1] See footnote (1) on page 22-1310

22. (1) (D)

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(1) Material previously contained in this section has been deleted. MON services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 167 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-1316

22. [1] (D)

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[1] See footnote (1) on page 22-1316

22. [1] (D)

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[1] See footnote (1) on page 22-1316

22. [1] (D)

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[1] See footnote (1) on page 22-1316

22. (1) (D)

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(1) Material previously contained in this section has been deleted. OPT-E-MAN ® services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 168 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-1321

22. [1] (D)

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[1] See footnote (1) on page 22-1321

22. (1) (D)

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(1) See footnote (1) on page 22-1321

22. [1] (D)

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[1] See footnote (1) on page 22-1321

22. (1) (D)

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(1) See footnote (1) on page 22-1321

22. (1) (D)

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(1) Material previously contained in this section has been deleted. OPT-E-MAN ® services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 169 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. (1) (D)

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(1) See footnote (1) on page 22-1327

22. (1) (D)

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(1) See footnote (1) on page 22-1327

22. (1) (D)

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(1) See footnote (1) on page 22-1327

22. [1] (D)

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[1] See footnote (1) on page 22-1327

22. [1] (D)

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[1] See footnote (1) on page 22-1327

22. Pricing Flexibility Contract Offerings

22.170 Contract Offer No. 170 – (1) Offer (D)

22.170.1 General Description

Contract Offer No. 170 – (1) Offer is an access discount pricing plan that permits the Customer to renew one (1) existing (1) and one (1) High Capacity DS-3 Service located in the Detroit-Ann Arbor, MI Metropolitan Statistical Area (MSA) at the discounted rates described in Section 22.170.5. The Customer must meet the Eligibility Criteria and all Terms and Conditions listed in Section 22.170.3 and 22.170.4, below. (D) (D)

This Contract Offer is available for subscription from October 13, 2007 to November 13, 2007.

22.170.2 Service Qualifications

(A) This Contract Offer applies to pricing-flexibility-qualified services (hereafter referred to as Subject Services) as provided in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No 2, Section (1): (D)

(1) (1); (D)

(2) High Capacity DS-3 Service.

(B) Subject Services provided under this Contract Offer shall be:

(1) An existing (1); (D)

(2) An existing High Capacity DS-3 Service;

(3) Located in the following Pricing Flexibility MSA: Detroit-Ann Arbor, MI MSA; and

(4) Subject Service must be configured as described in Section 22.170.5.

22.170.3 Eligibility Criteria

The Customer must meet the following eligibility criteria at the time of subscription to this Contract Offer:

(A) Service must be a Subject Service listed in Section 22.170.2 (B).

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(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 170 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.170 Contract Offer No. 170 – (1) Offer (Cont'd) (D)

22.170.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be twelve (12) months with two (2) additional six (6) month extension options, commencing on the date the Telephone Company receives the Letter of Subscription (LOS) from the Customer.

Upon expiration of the Term Period, the Subject Service provided under this Contract Offer shall be subsequently provided under the prevailing applicable monthly extension rates described in Tariff No. 2, Section 21.5, unless the Customer:

(1) Selects from the Optional Payment Plan (OPP) as described in Tariff No. 2, Section (1); or (D)

(2) Disconnects Subject Service.

(B) General

(1) Subject Services provided under this Contract Offer are subject to certain rates, charges and general terms and conditions described in Ameritech Tariff F.C.C. No. 2, Sections 2, 5 and 13, as applicable.

(2) All Terms and Conditions for the Subject Services provided under this Contract Offer shall continue to be governed by the otherwise applicable tariff sections, except as noted herein.

(3) The Customer shall not include Subject Services provided under this Contract Offer with any other contract offer, promotional offering, as stated in Section 19, or other discount plan, e.g. Managed Value Plan (MVP).

(4) To subscribe to this Contract Offer, the Customer must provide the Telephone Company an LOS. Upon subscription, the Customer must submit an access order for the Subject Service pursuant to this Contract Offer.

(5) If the Customer discontinues service under this Contract Offer during the Term Period, termination liability shall apply in accordance with Section 22.170.9.

(6) Customer shall be permitted to renew one (1) (1) (1) and one (1) DS3 Service pursuant to this Contract Offer, as configured and described in Section 22.170.5 at the discounted rates found in Section 22.170.5. (D)

(1) See footnote (1) on page 22-1333.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.170 Contract Offer No. 170 – [1] Offer (Cont'd) (D)

22.170.4 Terms and Conditions (Cont'd)

(B) General (Cont'd)

(7) Rate stability under Contract Offer No. 170 applies only to the rates specific to this Contract Offer as outlined in Section 22.170.5.

(8) Contract Offer No. 170 is only available October 13, 2007 through November 13, 2007.

(9) If the Customer requests additional service features and functions not included in Section 22.170.5, the Customer will pay the tariff rates for those additions, as contained in the Ameritech Tariff F.C.C. No. 2, Section 21, Metropolitan Statistical Area Access Services.

(10) Commingling, as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6, of Subject Service under this Contract Offer is prohibited.

(11) If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Service provided under this Contract Offer, and such new offering(s) employ new technology not available from the Telephone Company at the commencement of the Term Period, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Service provided under this Contract Offer, without incurring termination liability under this Contract Offer, provided, however, that the contract offer, other contract or tariff governing the new service includes a term period and billing equal to, or greater than, that of this Contract Offer. The Customer may exercise the upgrade option provided the following conditions are met:

(i) The Customer must meet all eligibility requirements outlined in Section 22.170.3, and Terms and Conditions outlined in Section 22.170.4; and

(ii) The Customer must notify the Telephone Company ninety (90) days prior to exercising this option.

The Customer will be responsible for all Non-Recurring Charges associated with the upgrade, as well as any Special Construction Charges incurred by the Telephone Company to provision the upgraded service.

[1] See footnote (1) on page 22-1333.

ACCESS SERVICES

22. Pricing Flexibility Contract Offerings (Cont'd)

22.170 Contract Offer No. 170 – (1) Offer (Cont'd) (D)

22.170.5 Rates and Charges

(A) Monthly Recurring Charges (MRCs)

The following Monthly Recurring Charges (MRCs) shall apply to these rate elements for the Subject Services provided under this Contract Offer as noted in Table A, below.

Table A – (1) (D)

Rate Elements	USOC	Qty	Unit Rate	MRCs
(1)	(1)	(1)	(1)	(1) (D)
(1)	(1)	(1)	(1)	(1) (D)
(1)	(1)	(1)	(1)	(1) (D)
(1)	(1)	(1)	(1)	(1) (D)
(1)				(1) (D)
DS-3 Service	**USOC**	**Qty**	**Unit Rate**	**MRC**
DS-3 Central Office Multiplexing – Zone 2	QM3X2	1	$459.00	$459.00
Total DS-3 Monthly Recurring Charge (MRC)				**$459.00**
Total Monthly Recurring Charges (MRCs)				(1) (D)

(B) Non-Recurring Charges (NRCs)

The following Non-Recurring Charges (NRCs) shall not apply to these rate elements for the Subject Services provided under this Contract Offer.

Rate Elements	USOC	NRC
(1)	(1)	(1) (D)
(1)	(1)	(1) (D)

Any rate elements not described herein will be subject to the applicable rates and charges outlined in Section 21.

(1) See footnote (1) on page 22-1333.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.170 Contract Offer No. 170 – [1] Offer (Cont'd) (D)

22.170.6 Assignment/Transfer/Successors

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

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[1] See footnote (1) on page 22-1333.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.170 Contract Offer No. 170 – (1) Offer (Cont'd) (D)

22.170.7 Mergers/Acquisitions

All provisions of this Contract Offer shall continue in full force and in effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services as provided for in this Contract Offer will continue to be maintained at the same volume, rates, Terms and Conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

22.170.8 Detariffing

If, during the Term Period of this Contract Offer, the Telephone Company withdraws any tariff provisions related to any of the services subject to this Contract Offer or receives from the Federal Communications Commission (FCC) approval of a petition for forbearance from Title II regulation of any services subject to this Contract Offer, the Telephone Company and the Customer shall cooperate in good faith to assure that the rights and obligations of both parties under this Contract Offer are preserved and continue in full force and effect to the greatest extent practicable and consistent with applicable law. This obligation may include, but is not limited to, continued operation pursuant to tariff on a grandfathered basis, or the replacement of this Contract Offer or any other applicable tariff with a contract including substantially the same rates, Terms and Conditions as this Contract Offer and/or any other applicable tariff, unless the parties agree to other terms and conditions. The Telephone Company will provide the Customer notice of any such withdrawal in a manner consistent with applicable law.

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(1) See footnote (1) on page 22-1333.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.170 Contract Offer No. 170 – [1] Offer (Cont'd) (D)

22.170.9 Termination Liability

During the Term Period of the Contract Offer, the termination liability language contained below applies in lieu of the termination liability language described in Ameritech tariff F.C.C. No. 2, Section 7. Termination charges shall become due as of the effective date of the termination.

(A) If Customer terminates this Contract Offer, in whole or in part, or is not in compliance with all provisions of this Contract Offer, the Customer shall be liable for a termination charge which shall be equal to fifty (50) percent of the Monthly Recurring Charges for the balance of the Customer's twelve (12) month Term Period, or subsequent six (6) month extension periods, and will be calculated as follows:

(Months remaining in term X MRC) x 50% = Termination Charge

Example: The Contract Offer is terminated after seven (7) months and has five (5) months remaining in the Term Period. The termination charge shall be:

($3,554.00 X 5) x 50% = $8,885.00 Termination Charge

Upon termination of this Contract Offer, the Subject Services provided under this Contract Offer shall revert to Monthly Extension Rates (MER).

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[1] See footnote (1) on page 22-1333.

22. Pricing Flexibility Contract Offerings

22.171 Contract Offer No. 171 – (1) Offer (D)

22.171.1 General Description

Contract Offer No. 171 – (1) Offer is an access discount pricing plan that (D)
permits the Customer to renew two (2) existing (1) and two (2) existing High (D)
Capacity DS-3 Services located in the Grand Rapids, MI Metropolitan Statistical Area (MSA) at the discounted rates described in Section 22.171.5. The Customer must meet the Eligibility Criteria in Section 22.YY.3, as well as all Terms and Conditions listed in Section 22.171.4, herein.

This Contract Offer is available for subscription from October 16, 2007 to November 16, 2007. This Contract Offer is not renewable.

22.171.2 Service Qualifications

(A) This Contract Offer applies to pricing-flexibility-qualified services (hereafter referred to as Subject Services) as provided in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No 2, Section (1): (D)

(1) (1); and (D)

(2) High Capacity DS-3 Service.

(B) Subject Services provided under this Contract Offer shall be:

(1) An existing (1); (D)

(2) An existing High Capacity DS-3 Service;

(3) Located in the following Pricing Flexibility MSA: Grand Rapids, MI MSA; and

(4) Subject Service must be configured as described in Section 22.171.5.

22.171.3 Eligibility Criteria

The Customer must meet the following eligibility criteria at the time of subscription to this Contract Offer:

(A) Service must be a Subject Service listed in Section 22.171.2 (B).

(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 171 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.171 Contract Offer No. 171 – (1) Offer (Cont'd) (D)

22.171.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be twelve (12) months, commencing on the date the Telephone Company receives the Letter of Subscription (LOS) from the Customer.

Upon expiration of the Term Period, the Subject Service provided under this Contract Offer shall be subsequently provided under the prevailing applicable monthly extension rates described in Tariff F.C.C. No. 2, Section 21.5, unless the Customer:

(1) Selects from the Optional Payment Plan (OPP) as described in Tariff F.C.C. No. 2, Section (1); or (D)

(2) Disconnects Subject Service.

(B) General

(1) Subject Services provided under this Contract Offer are subject to certain rates, charges and general terms and conditions described in Tariff F.C.C. No. 2, Sections 2, 5 and 13, as applicable.

(2) All Terms and Conditions for the Subject Services provided under this Contract Offer shall continue to be governed by the otherwise applicable tariff sections, except as noted herein.

(3) The Customer shall not include Subject Services provided under this Contract Offer with any other contract offer, promotional offering, as stated in Section 19, or other discount plan, e.g. Managed Value Plan (MVP).

(4) To subscribe to this Contract Offer, the Customer must provide the Telephone Company a signed LOS. Upon subscription, the Customer must submit an access order for the Subject Service pursuant to this Contract Offer.

(5) If the Customer discontinues service under this Contract Offer during the Term Period, termination liability shall apply in accordance with Section 22.171.8.

(6) The Customer shall be permitted to renew two (2) existing (1) and two (2) existing High Capacity DS-3s pursuant to this Contract Offer as configured and described in Section 22.171.5 at the discounted rates found in Section 22.171.5. (D)

(7) Rate stability under Contract Offer No. 171 applies only to the rates specific to this Contract Offer as outlined in Section 22.171.5.

(1) See footnote (1) on page 22-1340.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.171 Contract Offer No. 171 – [1] Offer (Cont'd) (D)

22.171.4 Terms and Conditions (Cont'd)

(B) General (Cont'd)

(8) Contract Offer No. 171 is only available October 16, 2007 through November 16, 2007.

(9) If the Customer requests additional service features and functions not included in Section 22.171.5, the Customer will pay the tariff rates for those additions, as contained in the tariff Section 21, Metropolitan Statistical Area Access Services.

(10) Commingling, as defined in Tariff F.C.C. No. 2, Section 2.6, of Subject Service under this Contract Offer is prohibited.

(11) If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Service provided under this Contract Offer, and such new offering(s) employ new technology not available from the Telephone Company at the commencement of the Term Period, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Service provided under this Contract Offer, without incurring termination liability under this Contract Offer, provided, however, that the contract offer, other contract or tariff governing the new service includes a term period and billing equal to, or greater than, that of this Contract Offer. The Customer may exercise the upgrade option provided the following conditions are met:

(i) The Customer must meet all eligibility requirements outlined in Section 22.171.3, and Terms and Conditions outlined in Section 22.171.4; and

(ii) The Customer must notify the Telephone Company ninety (90) days prior to exercising this option.

The Customer will be responsible for all Non-Recurring Charges (NRCs) associated with the upgrade, as well as any Special Construction Charges incurred by the Telephone Company to provision the upgraded service.

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[1] See footnote (1) on page 22-1340.

ACCESS SERVICES

22. Pricing Flexibility Contract Offerings (Cont'd)

22.171 Contract Offer No. 171 – (1) Offer (Cont'd) (D)

22.171.5 Rates and Charges

(A) Monthly Recurring Charges (MRCs)

The following MRCs shall apply to these rate elements for the Subject Services provided under this Contract Offer.

Table A – (1) #1 (D)

Rate Elements	USOC	Qty	Unit Rate	MRCs	
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)				(1)	(D)
DS-3 Service	**USOC**	**Qty**	**Unit Rate**	**MRC**	
DS-3 Central Office Multiplexing – Zone 4	QM3X4	1	$500.00	$500.00	
Total DS-3 MRC				**$500.00**	
(1)				(1)	

Table B – (1) #2 (D)

Rate Elements	USOC	Qty	Unit Rate	MRCs	
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)	(1)	(1)	(1)	(1)	(D)
(1)				(1)	(D)
DS-3 Service	**USOC**	**Qty**	**Unit Rate**	**MRC**	
DS-3 Central Office Multiplexing – Zone 4	QM3X4	2	$500.00	$1,000.00	
Total DS-3 MRC				**$1,000.00**	
Total MRCs				(1)	(D)

(B) Non-Recurring Charges (NRCs)

The following NRCs shall not apply to the rate elements for the Subject Services provided under this Contract Offer.

Rate Elements	USOC	NRC	
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

Any rate elements not described herein will be subject to the applicable rates and charges outlined in Section 21.

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(1) See footnote (1) on page 22-1340.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.171 Contract Offer No. 171 – [1] Offer (Cont'd) (D)

22.171.6 Assignment/Transfer/Successors

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

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[1] See footnote (1) on page 22-1340.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.171 Contract Offer No. 171 – [1] Offer (Cont'd) (D)

22.171.7 Mergers/Acquisitions

All provisions of this Contract Offer shall continue in full force and effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services as provided for in this Contract Offer will continue to be maintained at the same volume, rates, and Terms and Conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

22.171.8 Detariffing

If during the Term Period of this Contract Offer, the Telephone Company withdraws any tariff provisions related to any of the services subject to this Contract Offer, or receives from the Federal Communications Commission (FCC) approval of a petition for forbearance from Title II regulation of any services subject to this Contract Offer, the Telephone Company and the Customer shall cooperate in good faith to assure that the rights and obligations of both parties under this Contract Offer are preserved and continue in full force and effect to the greatest extent practicable and consistent with applicable law. This obligation may include, but is not limited to, continued operation pursuant to tariff on a grandfathered basis, or the replacement of this Contract Offer or any other applicable tariff with a contract including substantially the same rates, Terms and Conditions as this Contract Offer and/or any other applicable tariff, unless the parties agree to other terms and conditions. The Telephone Company will provide Customer notice of any such withdrawal in a manner consistent with applicable law.

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[1] See footnote (1) on page 22-1340.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.171 Contract Offer No. 171 – [1] Offer (Cont'd) (D)

22.171.9 Termination Liability

During the Term Period of this Contract Offer, the termination liability language contained below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 7. Termination charges shall become due as of the effective date of the termination.

(A) If the Customer terminates this Contract Offer, in whole or in part, or is not in compliance with all provisions of this Contract Offer, the Customer shall be liable for a termination charge, which shall be equal to fifty (50) percent of the MRCs for the balance of the Customer's twelve (12) month Term Period. If the Customer terminates this Contract Offer after the sixth month of the twelve (12) month Term Period, the Customer shall be liable for a termination charge, which shall be equal to twenty-five (25) percent of the balance of the Customer's twelve (12) month Term Period, and will be calculated as follows:

Termination within the first six (6) months of a twelve (12) month term at 50%:

(Months remaining in term X MRC) x 50% = Termination Charge

Example: The Contract Offer is terminated after four (4) months, and has eight (8) months remaining in the term period. The termination charge shall be:

($4,095.00 X 8) x 50% = $16,380.00 Termination Charge

Termination after the sixth month of a twelve (12) month term at 25%:

(Months remaining in term X MRC) x 25% = Termination Charge

Example: The Contract Offer is terminated after eight (8) months, and has four (4) months remaining in the Term Period. The termination charge shall be:

($4,095.00 X 4) x 25% = $4,095.00 Termination Charge

Upon termination of this Contract Offer, the Subject Services provided under this Contract Offer shall revert to Monthly Extension Rates (MER).

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[1] See footnote (1) on page 22-1340.

22. [1] (D)

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[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 172 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-1347

22. [1] (D)

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[1] See footnote (1) on page 22-1347

22. [1] (D)

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[1] See footnote (1) on page 22-1347

22. [1] (D)

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[1] See footnote (1) on page 22-1347

22. [1] (D)

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[1] See footnote (1) on page 22-1347

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22.173 Contract Offer No. 173 – Special Access Bundle Service Offer

22.173.1 General Description

Contract Offer No. 173 – Special Access Bundle Service Offer (Contract Offer No. 173) is an access discount pricing plan for which concurrent subscription is required to the following Access Tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Contract Offer No. 173; Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, Contract Offer No. 17; and Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Contract Offer No. 148. Contract Offer No. 173 permits a Customer who meets the Eligibility Criteria in Section 22.173.3, and the Terms and Conditions in Section 22.173.4, to purchase Subject Services in Section 22.173.2 at the discounted rates listed in Section 22.173.5. Subject Services under Contract Offer No. 173 are available in the Pricing Flexibility Metropolitan Statistical Areas (MSAs) described in Section 22.173.3 (B).

Contract Offer No. 173 is available for subscription from October 20, 2007 through November 20, 2007.

22.173.2 Subject Services

(A) This Contract Offer applies to pricing flexibility qualified services (Subject Services) contained in the following tariff sections:

(1) Ameritech Tariff F.C.C. No. 2, Section (1) – (1); (D)

(2) Ameritech Tariff F.C.C. No. 2, Section 7 – DS3 Central Office Multiplexing Service; and

(3) Ameritech Tariff F.C.C. No 2, Section 7 – (1). (D)

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

22.173.3 Eligibility Criteria

The Customer must meet the following Eligibility Criteria to receive Contract Offer No. 173 discounted rates:

(A) Subject Services must be pricing flexibility qualified access services listed in Section 22.173.2(A).

(B) Subject Services must be located in the following MSAs: Grand Rapids, MI; Appleton/Oshkosh/Neenah, WI; Cleveland/Lorain/Elyria, OH; and Toledo, OH.

(1) Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 173 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.173 Contract Offer No. 173 – Special Access Bundle Service Offer (Cont'd)

22.173.3 Eligibility Criteria (Cont'd)

(C) Subject Services must originate or terminate on a wireless carrier's network.

(D) Concurrent Subscription

The Customer must concurrently subscribe to the following Contract Offers: (N)

(1) SWBT Tariff F.C.C No. 73, Section 41, Contract Offer No. 148; and (Nx)

(2) NBTC Tariff F.C.C. No. 1, Section 23, Contract Offer No. 17. (Nx)

22.173.4 Terms and Conditions (N)

(A) Term Period

The contract term (Term Period) shall be eighty-four (84) months, commencing on the date the Telephone Company receives the signed Letter of Subscription (LOS) from the Customer. This Contract Offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment plan options described in Ameritech Tariff F.C.C. No. 2, Section 7. If, at the expiration of the Customer's Contract Term Period, the Customer does not choose to disconnect or to select one of those payment plan options, the Telephone Company shall convert the Subject Services to the prevailing monthly extension rates in Ameritech Tariff F.C.C. No. 2, Section 21.

(B) General

(1) Subject Services, described in Section 22.173.2, are subject to certain rates, charges and general terms and conditions described in Ameritech Tariff F.C.C. No. 2, Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in the Contract Offer.

(2) Subject Services must be among those for which rates are provided in Section 22.173.5 (Rates and Charges) of this Contract Offer. (N)

(x)Issued under Authority of Special Permission No. 07-032 of F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.173 Contract Offer No. 173 – Special Access Bundle Service Offer (Cont'd)

22.173.4 Terms and Conditions (Cont'd)

(B) General (Cont'd)

(1) Any Subject Service ordered pursuant to this Contract Offer must be new and/or upgraded from a currently subscribed service provided by the Telephone Company. For purposes of this Contract Offer: (i) "new" shall mean that the Telephone Company was not providing a similar service to the Customer prior to the commencement of the Term Period; and (ii) "upgraded" shall mean that the Telephone Company was previously providing the Customer with DRS at a bandwidth less than that of the relevant Subject Service.

(2) All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.

(3) The Customer may not include Subject Services provided under this Contract Offer in any other contract offer, promotional offering or other discount plan (e.g., MVP).

(4) Commingling shall be defined as provided in Section 2.6. Commingling of Subject Services under this Contract Offer is prohibited.

(5) If the Customer discontinues service under Contract Offer No. 173 during the Term Period, or if the Customer fails to comply with any of the Terms or Conditions of this Contract Offer or any other applicable tariff provision, termination liability charges shall apply in accordance with Section 22.173.10.

(8) To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company.

(9) The Customer must purchase one (1) new and/or upgraded (1) in (D)
the Grand Rapids, MI MSA; one (1) new and/or upgraded (1) in the (D)
Appleton/Oshkosh/Neenah, WI MSA; one (1) new and/or upgraded
(1) in the Cleveland/Lorain/Elyria, OH MSA; and one (1) new and/or (D)
upgraded (1) in the Toledo, OH MSA within thirty (30) days after (D)
subscribing to this Contract Offer.

(10) DS3 Central Office Multiplexing Subject Services ordered under
Contract Offer No. 173 must subtend (1) Subject Services provided (D)
by the Telephone Company, and must be ordered in locations
where such services are deployed as of the time of the Customer's
order.

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(1) See footnote (1) on page 22-1353.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.173 Contract Offer No. 173 – Special Access Bundle Service Offer (Cont'd)

22.173.4 Terms and Conditions (Cont'd)

(A) Service Terms

(1) Subject Services purchased under this Contract Offer shall be subject to a minimum term commitment (Service Term). For Subject Services purchased during the first twenty-four (24) months of the Term Period, the Service Term shall be co-terminus with this Contract Offer. For Subject Services purchased after the first twenty-four (24) months of this Contract Offer, the Service Term will be sixty (60) months, and upon expiration of the Term Period, such Subject Services will be provided subject to the prevailing sixty (60) month term payment plan rates in Section 21, as applicable to such Subject Services, for the remainder of the Service Term. Upon completion of the Service Term, the Customer may elect to continue the Subject Service at Month-to-Month prevailing tariff rates, subscribe to an otherwise available term payment plan as applicable in Section 21, or disconnect the Subject Service.

(2) If the Customer disconnects a Subject Service before the completion of the Service Term during the Term Period, or if the Customer fails to comply with the Terms and Conditions of this Contract Offer or with any provision of any other applicable tariff, termination charges shall apply in accordance with Section 22.173.10. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.173 Contract Offer No. 173 – Special Access Bundle Service Offer (Cont'd)

22.173.5 Rates and Charges

(A) (1) Rates and Charges (D)

The Customer must pay the Monthly Recurring Charges (MRCs) listed in Table A1, below, for (1) Subject Services ordered under this Contract Offer in the Cleveland/Lorain/Elyria, OH MSA. (D)

TABLE A1

(1)			(D)
Rate Element	**USOC**	**MRC**	
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

The Customer must pay the MRCs listed in Table A2, below, for (1) Subject Services ordered under this Contract Offer in the Appleton/Oshkosh/Neenah, WI MSA. (D)

TABLE A2

(1)			(D)
Rate Element	**USOC**	**MRC**	
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

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(1) See footnote (1) on page 22-1353.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.173 Contract Offer No. 173 – Special Access Bundle Service Offer (Cont'd)

22.173.5 Rates and Charges (Cont'd)

(A) (1) Rates and Charges (Cont'd) (D)

The Customer must pay the MRCs listed in Table A3, below, for (1) Subject Services ordered under this Contract Offer in the Grand Rapids, MI MSA. (D)

TABLE A3

(1)			
Rate Element	**USOC**	**MRC**	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

Any rate elements not described herein will be subject to the applicable tariff rates provided in Section (1). (D)

(B) (1) Rates and Charges (D)

The Customer must pay the MRCs listed in Table B, below, for new and/or upgraded (1) Subject Services ordered under this Contract Offer in the Toledo, OH MSA. (D)

TABLE B

(1)			
Rate Element	**USOC**	**MRC**	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

Any rate element not described herein will be subject to the applicable tariff rates provided in Section (1). (D)

(1) See footnote (1) on page 22-1353.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.173 Contract Offer No. 173 – Special Access Bundle Service Offer (Cont'd)

22.173.5 Rates and Charges (Cont'd)

(C) DS3 Central Office Multiplexing Rates and Charges

The Customer must pay the MRC listed in Table C, below, for the DS3 Central Office Multiplexing Subject Service ordered under this Contract Offer.

TABLE C

DS3 Rate Element	USOC	MRC
Central Office Multiplexing – DS3 to DS1 - Per Arrangement	QM3X1/QM3X+/MKM	$ 360.00

Any rate element not described herein will be subject to the applicable tariff rates provided in Section 21. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.173 Contract Offer No. 173 – Special Access Bundle Service Offer (Cont'd)

22.173.6 Assignment/Transfer/Successors

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.173.6 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.173 Contract Offer No. 173 – Special Access Bundle Service Offer (Cont'd)

22.173.7 Mergers and Acquisitions

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

22.173.8 Technology Upgrade

If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Services provided under this Contract Offer, and such new offering(s) employ new technology not available from the Telephone Company at the commencement of the Term Period, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offering from the Telephone Company, in substitution for the Subject Services provided under this Contract offer, without incurring termination liability under this Contract Offer, provided, however, that the contract offer, other contract or tariff governing the new service includes a term period and billing equal to, or greater than, that of this Contract Offer. The Customer may exercise the upgrade option provided the following additional conditions are met:

(A) The Customer must meet all eligibility requirements outlined in Section 22.173.3, and Terms and Conditions outlined in Section 22.173.4;

(B) The Customer must notify the Telephone Company ninety (90) days prior to exercising this option; and

(C) The Customer will be responsible for all Non-Recurring Charges (NRCs) associated with the upgrade, as well as any Special Construction Charges incurred by the Telephone Company to provision the upgraded service.

22.173.9 Detariffing

If, during the Term Period of this Contract Offer, the Telephone Company withdraws, cancels or amends any tariff provisions related to any of the services subject to this Contract Offer as a result of an order of the Federal Communications Commission (FCC) granting approval, in whole or in part, of a petition for forbearance from Title II regulation of any services subject to this Contract Offer, the Telephone Company and the Customer shall cooperate in good faith to assure that the rights and obligations of both parties under this Contract Offer are preserved and continue in full force and effect to the greatest extent practicable and consistent with applicable law. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.173 Contract Offer No. 173 – Special Access Bundle Service Offer (Cont'd)

22.173.10 Termination Liability

(A) Contract Term Period

Termination liability, as described below, applies in lieu of the termination liability language in Ameritech Tariff F.C.C. No. 2, Section 7. If the Customer discontinues services provided under this Contract Offer before the completion of the Term Period for any reason, or if the Customer breaches the terms or conditions of this Contract Offer or of any other applicable tariff provision, the Customer must pay the Telephone Company termination liability charges as described below. These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described below.

The Customer's termination liability charges shall be equal to the MRC multiplied by the number of months remaining in the Term Period multiplied by fifty (50) percent.

Example 1: A Customer with a $100,000 MRC terminates service after thirty-six (36) months, and has forty-eight (48) months remaining on the seven (7) year Term Period. The termination liability would be calculated as:

($100,000 X 48 months) X 50% = $2,400,000 termination liability charge

(B) Service Term Period

Termination liability, as described below, applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 7. If the Customer discontinues any Subject Service provided under this Contract Offer before the completion of the Service Term during the Term Period for any reason, or if the Customer breaches the terms or conditions of this Contract Offer or of any other applicable tariff provision, the Customer must pay the Telephone Company termination liability charges as described below. These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described below.

The Customer's termination liability charges shall be equal to the Subject Service MRC multiplied by the number of months remaining in the Term Period multiplied by fifty (50) percent.

Example 1: A Customer with a $10,000 MRC terminates service after thirty-six (36) months, and has forty-eight (48) months remaining on the seven (7) year Term Period. The termination liability would be calculated as:

($10,000 X 48 months) X 50% = $240,000 termination liability charge (N)

22. (1) (D)

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(1) Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 174 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

22. [1] (D)

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[1] See footnote (1) on page 22-1363

22. [1] (D)

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[1] See footnote (1) on page 22-1363

22. [1] (D)

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[1] See footnote (1) on page 22-1363

22. (1) (D)

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(1) See footnote (1) on page 22-1363

22. [1] (D)

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[1] See footnote (1) on page 22-1363

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22.175 Contract Offer No. 175 – [1] Service Offer (D)

22.175.1 General Description

Contract Offer No. 175 – [1] Offer is an access discount pricing plan that provides the Customer, located in the Chicago, IL Metropolitan Statistical Area (MSA), with discounted rates for one (1) new [1] and existing High Capacity DS3 Services as described in Section 22.175.5. The Customer must meet the Eligibility Criteria and all Terms and Conditions listed in Sections 22.175.3 and 22.175.4 herein. (D) (D)

This Contract Offer is available for subscription from October 27, 2007 to November 27, 2007.

22.175.2 Service Qualifications

(A) This Contract Offer applies to pricing-flexibility-qualified services (hereafter referred to as Subject Services) as provided in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No 2, Section [1] and Section 7.5.9: (D)

(1) [1]; and (D)

(2) DS3 High Capacity Service.

(B) Subject Services provided under this Contract Offer shall be:

(1) Located in the following Pricing Flexibility MSA: Chicago, IL MSA; and

(2) Configured as described in Section 22.175.5.

22.175.3 Eligibility Criteria

The Customer must meet the following eligibility criteria at the time of subscription to this Contract Offer:

(A) Service must be a Subject Service listed in Section 22.175.2;

(B) The Customer must have one (1) existing [1] and at least two (2) existing DS3 High Capacity Services in the MSA noted in 22.175.2(B)(1), above. (D)

[1] Material previously contained in this section has been deleted. DRS services formerly contained in this Contract Offer are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 175 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007

22. Pricing Flexibility Contract Offerings (Cont'd)

22.175 Contract Offer No. 175 – (1) Offer (Cont'd) (D)

22.175.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be sixty (60) months, commencing on the date billing begins.

Upon expiration of the Term Period, the Subject Service provided under this Contract Offer shall be subsequently provided under the prevailing applicable monthly extension rates described in Tariff No. 2, Section 21.5, unless the Customer:

(1) Selects from the Optional Payment Plan (OPP) as described in Tariff No. 2, Section (1); or (D)

(2) Disconnects Subject Service.

This offer is not renewable.

(B) General

(1) Subject Services provided under this Contract Offer are subject to certain rates, charges and general terms and conditions described in Ameritech F.C.C. Tariff No. 2, Sections 2, 5 and 13, as applicable.

(2) All Terms and Conditions for the Subject Services provided under this Contract Offer shall continue to be governed by the otherwise applicable tariff sections, except as noted herein.

(3) The Customer shall not include Subject Services provided under this Contract Offer with any other contract offer, promotional offering, as stated in Section 19, or other discount plan, e.g. Managed Value Plan (MVP).

(4) To subscribe to this Contract Offer, the Customer must provide the Telephone Company an LOS. Upon Subscription, the Customer must submit its access order for the Subject Service pursuant to this Contract Offer.

(5) If the Customer discontinues service under this Contract Offer during the Term Period, termination liability shall apply in accordance with Section 22.175.9.

(6) The Customer will convert its existing (1) to the one (1) new (1) as configured and described in Section 22.175.5, purchased at the discounted rates found in Section 22.175.5 (D)

(7) Contract Offer No. 175 discounted rates, as described in Section 22.175.5, shall apply to the two (2) existing DS3 High Capacity Services converted to the terms, conditions and rates pursuant to this Contract Offer.

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(1) See footnote (1) on page 22-1369.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.175 Contract Offer No. 175 – (1) Offer (Cont'd) (D)

22.175.4 Terms and Conditions (Cont'd)

(B) General (Cont'd)

(8) The Telephone Company shall waive any termination liability associated with the conversion of the existing (1) service to the (1) service purchased under this Contract Offer 175. (D)

(9) Rate stability under Contract Offer No. 175 applies only to the rates specific to this Contract Offer, as outlined in Section 22.175.5.

(10) If the Customer requests additional service features and functions not included in Section 22.175.5, the Customer will pay the tariff rates for those additions, as contained in the Tariff F.C.C. No. 2, Section 21, Metropolitan Statistical Area Access Services.

(11) During the Term Period, the Customer shall be permitted to move one (1) node on the ring. The new node shall be co-terminus with the Contract Offer Term Period.

(12) Commingling, as defined in Ameritech F.C.C. Tariff No. 2, Section 2.6, of Subject Service under this Contract Offer, is prohibited.

(13) If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Service provided under this Contract Offer, and such new offering(s) employ new technology not available from the Telephone Company at the commencement of the Term Period, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Service provided under this Contract Offer, without incurring termination liability under this Contract Offer, provided, however, that the contract offer, other contract or tariff governing the new service includes a term period and billing equal to, or greater than, that of this Contract Offer. The Customer may exercise the upgrade option provided the following conditions are met:

(i) The Customer must meet all eligibility requirements outlined in Section 22.175.3, and Terms and Conditions outlined in Section 22.175.4; and

(ii) The Customer must notify the Telephone Company ninety (90) days prior to exercising this option.

The Customer will be responsible for all Non-Recurring Charges associated with the upgrade, as well as any Special Construction Charges incurred by the Telephone Company to provision the upgraded service.

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(1) See footnote (1) on page 22-1369.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.175 Contract Offer No. 175 – (1) Offer (Cont'd) (D)

22.175.5 Rates and Charges

(A) Monthly Recurring Charges (MRCs)

The Customer must pay the following Monthly Recurring Charges (MRCs):

(1) (1) includes the following elements listed in Table A. (D)

TABLE A

Rate Elements	USOC	Qty	Unit Rate	MRCs
(1)	(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)	(1)
(1)				(1)

(D)
(D)
(D)
(D)
(D)
(D)
(D)

(2) DS-3 Service includes the following elements listed in Table B.

TABLE B

DS-3 Service	USOC	Qty	Unit Rate	MRC
DS-3 Central Office Multiplexing – Zone 2	QM3X2	1	$315.00	$315.00
DS-3 Central Office Multiplexing – Zone 4	QM3X4	1	$343.00	$343.00
Total DS-3 Monthly Recurring Charge (MRC)				**$658.00**

(3) The Customer may add (1) at the discounted rates in Table C during the Term Period of this Contract Offer No. 175. The (1) will be co-terminus with the Contract Offer Term Period. (D) (D)

TABLE C

(1)	**USOC**	**MRC**
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)

(D)
(D)
(D)
(D)
(D)

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(1) See footnote (1) on page 22-1369.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.175 Contract Offer No. 175 – (1) Offer (Cont'd) (D)

22.175.5 Rates and Charges (Cont'd)

(B) Non-Recurring Charges (NRCs)

The following Non-Recurring Charges (NRCs) shall be waived for the Subject Services provided under this Contract Offer.

Rate Elements	**USOC**	**NRCs**	
(1)	(1)	(1)	(D)
(1)	(1)	(1)	(D)

Any rate elements not described herein will be subject to the applicable rates and charges outlined in Section (1). (D)

22.175.6 Assignment/Transfer/Successors

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

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(1) See footnote (1) on page 22-1369.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.175 Contract Offer No. 175 – [1] Offer (Cont'd) (D)

22.175.7 Mergers/Acquisitions

All provisions of this Contract Offer shall continue in full force and in effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services as provided for in this Contract Offer will continue to be maintained at the same volume, rates, and Terms and Conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

22.175.8 Detariffing

If, during the Term Period of this Contract Offer, the Telephone Company withdraws, cancels or amends any tariff provisions related to any of the services subject to this Contract Offer as a result of an order of the Federal Communications Commission (FCC) granting approval, in whole or in part, of a petition for forbearance from Title II regulation of any services subject to this Contract Offer, the Telephone Company and the Customer shall cooperate in good faith to assure that the rights and obligations of both parties under this Contract Offer are preserved and continue in full force and effect to the greatest extent practicable and consistent with applicable law.

22.175.9 Termination Liability

During the Term Period of this Contract Offer, the termination liability language contained below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 7. Termination charges shall become due as of the effective date of the termination.

(A) If the Customer terminates this Contract Offer, in whole or in part, or is not in compliance with all provisions of this Contract Offer, the Customer shall be liable for a termination charge, which shall be equal to fifty (50) percent of the Monthly Recurring Charges for the balance of the Customer's sixty (60) month Term Period, and will be calculated as follows:

(Months remaining in Term Period X MRC) x 50% = Termination Charge

Example: The Contract Offer is terminated after fifty (50) months, and has ten (10) months remaining in the sixty (60) month term period. The termination charge shall be:

($13,302.25 X 10) x 50% = $66,511.25 Termination Charge

Upon termination of this Contract Offer, the Subject Services provided under this Contract Offer shall revert to Monthly Extension Rates (MER).

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[1] See footnote (1) on page 22-1369.

(N)

22. Pricing Flexibility Contract Offerings

22.176 Contract Offer No. 176 – DS3 Transport Service Offer

22.176.1 General Description

Contract Offer No. 176 - DS3 Transport Service Offer is an access discount pricing plan that provides the Customer discounted rates for sixty (60) month service terms on new DS3 Hub facilities configured as described in Section 22.176.2 (C).

This Contract Offer is available for subscription from October 27, 2007 to November 27, 2007. This Contract Offer is not renewable.

22.176.2 Service Qualifications

(A) This Contract Offer applies to pricing flexibility qualified services (Subject Services) contained in the following tariff section(s):

Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Sections 7 and 21 – DS3 Service.

(B) Subject Services provided under this Contract Offer must be located in the following Pricing Flexibility Metropolitan Statistical Area (MSA): Chicago, IL.

(C) The Subject Services must be configured as follows:

(1) ‘A’ location must be cross connected to the Customer’s Ameritech Central Office Interconnection (ACOI);

(2) ‘Z’ location must be multiplexed by the Telephone Company (DS3 to DS1); and

(3) Channel mileage must be at least one (1) mile, but not greater than twenty-four (24) miles.

22.176.3 Eligibility Criteria

The Customer must meet the following eligibility criteria to subscribe to this Contract Offer:

(A) The Customer must have established ACOI, as provided in Section 16.1, in at least one Central Office within the Chicago, IL MSA.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.176 Contract Offer No. 176 – DS3 Transport Service Offer (Cont'd)

22.176.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be seventy-two (72) months, commencing on the date the Telephone Company receives the signed Letter of Subscription (LOS) from the Customer.

Upon expiration of the Term Period, Subject Services shall be converted to the prevailing applicable monthly (extension) rates, described in Section 21.5.2.7, unless the Customer selects a payment plan, described in Section 7.4.10, or disconnects the Subject Services.

(B) General

(1) Subject Services, described in Section 22.176.2, are subject to certain rates, charges and general terms and conditions described in Ameritech Tariff F.C.C. No. 2, Sections 2, 5, and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(2) All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.

(3) The Customer may not include Subject Services provided under this Contract Offer in any other contract offer, promotional offering (Section 17), or other discount plan (e.g., MVP).

(4) Commingling shall be defined as provided in Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.

(5) If the Customer discontinues service under this Contract Offer during the Term Period, termination liability charges shall apply in accordance with Section 22.176.8.

(6) To subscribe to this Contract Offer, the Customer must provide the Telephone Company with an LOS.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.176 Contract Offer No. 176 – DS3 Transport Service Offer (Cont'd)

22.176.4 Terms and Conditions (Cont'd)

(B) General (Cont'd)

(1) The Customer must purchase at least twenty-five (25) new Subject Services under this Contract Offer, for which the Customer Desired Due Date (CDDD) must be within the first one hundred twenty (120) days of the Term Period. If the Customer fails to purchase the required new Subject Services, the Customer must pay the Telephone Company a true-up amount equal to $29.00 per day, for every Subject Service by which the Customer falls short of the required purchase amount, until all of the required new Subject Services have been installed. The true-up amount, if required, will be billed after the initial twenty-five (25) Subject Services are installed, or upon termination of this Contract Offer, if the required new Subject Services are not purchased.

(2) The Customer may purchase additional new Subject Services under this Contract Offer, for which the CDDD must be within the first year of the Term Period.

(C) Service Terms

(1) The minimum term commitment for each Subject Service purchased under this Contract Offer (Service Term) shall be sixty (60) months, commencing upon the installation date of the Subject Service.

(2) If the Customer disconnects a Subject Service during the Service Term, termination liability charges shall apply in accordance with Section 22.176.8 (B).

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.176 Contract Offer No. 176 – DS3 Transport Service Offer (Cont'd)

22.176.5 Rates and Charges

The Customer must pay the following Monthly Recurring Charge (MRC) for each rate element for the Subject Services provided under this Contract Offer.

Rate Element	Applicable USOC	MRC
Central Office Multiplexing (per arrangement)		
Zone 1	QM3X1	$420.00
Zone 2	QM3X2	$430.00
Zone 3	QM3X3	$445.00
Zone 4	QM3X4	$460.00
Zone 5	QM3X5	$470.00
Channel Mileage Termination (all Zones)		
where Channel Mileage from 1 to 6 miles	CYZX*	$212.50
where Channel Mileage from 7 to 12 miles	CYZX*	$262.50
where Channel Mileage from 13 to 18 miles	CYZX*	$325.00
where Channel Mileage from 19 to 24 miles	CYZX*	$395.00
Channel Mileage (all Zones)		
Per mile	1YZX*	$0.00

Any rate elements not described herein will be subject to the applicable tariff rates provided in Sections 7.5.9 and 21.5.2.7. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.176 Contract Offer No. 176 – DS3 Transport Service Offer (Cont'd)

22.176.6 Assignment/Transfer/Successors

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.176.6 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.176 Contract Offer No. 176 – DS3 Transport Service Offer (Cont'd)

22.176.7 Mergers/Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, Terms and Conditions, as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.176 Contract Offer No. 176 – DS3 Transport Service Offer (Cont'd)

22.176.8 Termination Liability

The termination liability language contained below applies in lieu of the termination liability language described in Section 7.4. Termination charges shall become due as of the effective date of the termination.

(A) If the Customer terminates this Contract Offer or is not in compliance with the Terms and Conditions of this Contract Offer, the Customer will be liable for a termination charge which shall be equal to $10,815 per month for the balance of the Term Period, and such termination charge will be calculated as follows:

$10,815 x (months remaining in Term Period) = Termination Charge

Example: If the Contract Offer is terminated after thirty-six (36) months, and has twenty-four (24) months remaining in a sixty (60) month Term Period, the termination charge would be calculated as:

$10,815 X 24 months = $259,560 Termination Charge

Upon termination of this Contract Offer, all Subject Services provided under this Contract Offer will be converted to the prevailing applicable monthly (extension) rates, described in Section 21.5.2.7.

(B) If the Customer terminates a Subject Service provided under this Contract Offer prior to the completion of its Service Term, the Customer will be liable for a termination charge which shall be equal to fifty (50) percent of the MRC for the Subject Service for the balance of its Service Term, and such termination charge will be calculated as follows:

(MRC) multiplied by (months remaining in Service Term) multiplied by (termination liability percentage of 50%) = Termination Charge

Example: If the Subject Service has a $865 MRC and is terminated after thirty-six (36) months, and has twenty-four (24) months remaining in a sixty (60) month Service Term, the termination charge would be calculated as:

$865 X 24 months x 50% = $10,380 Termination Charge

(N)

(N)

22. Pricing Flexibility Contract Offering

22.177 Contract Offering No. 177 – Access Advantage Plus Transport Service – One Year Term

22.177.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the Customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC), as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in Section 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis, as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two (2) consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four (4) consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(3) Bonded Channel Group 6 – Six (6) consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight (8) consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve (12) consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Ameritech Tariff F.C.C. No. 2, Section 21. If, during the Term Period, the Telephone Company receives pricing flexibility relief in additional MSAs, as listed in Section 21, the Customer may be able to include services provided under this Contract Offer, if available, in those additional MSAs pursuant to this Contract Offer.

(N)

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offering (Cont'd)

22.177 Contract Offering No. 177 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.177.2 Contract Terms

(A) Contract Offering No. 177 is available during the purchase period, which begins November 1, 2007 and ends December 31, 2007.

(B) Ameritech Tariff F.C.C. No. 2, Sections 2, 4, 5, 13 and 17 apply, except as noted herein. Any changes made to the aforementioned sections during the Customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 177.

(1) The Administrative Charge described in Section 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in Section 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals, as described in Section 5.2.1 for the initial installation of AA+ Transport Service, and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service, are negotiated intervals.

(3) The Service Date Change Charge described in Section 5.2.2 (A), the Design Change Charge described in Section 5.2.2 (C), and the Expedited Order Charge described in Section 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in Sections 2.4.2 and 5.2.5 for Contract Offering No. 177, is the initial contract term.

(5) Minimum Period Charges described in Sections 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(7) The Partial Cancellation Charge described in Section 5.2.2(B) and the Access Order Cancellation Charge described in Section 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one-half of the specified Non-Recurring Charges (NRCs) as reflected in Section 22.177.3 (B).

(N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.177 Contract Offering No. 177 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.177.2 Contract Terms (Cont'd)

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Date, as described in Section 5.1.1.

(A) The initial contract term for Contract Offering No. 177 is one (1) year, and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(B) At the conclusion of the initial contract term, Subject Services provided under Contract Offering No. 177 will be automatically converted to the applicable monthly renewal rate, found in Section 22.177.3 (B). The Customer may terminate Contract Offering No. 177 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty (30) days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 177 upon thirty (30) days written notice any time following the completion of the initial contract term.

(C) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(D) No other discount pricing plans apply.

(E) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 177.

(F) If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 177 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.177.2 (K). The termination charge for Contract Offering No. 177 is fifty (50) percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.177 Contract Offering No. 177 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.177.2 Contract Terms (Cont'd)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 177 terminated, and the termination charges described in Section 22.177.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one-half of the Non-Recurring Charge (NRC) to install service as reflected in Section 22.177.3 (B).

(K) The Customer may elect to discontinue Contract Offering No. 177 at any time prior to the expiration of the initial contract term, without incurring the termination charges described in Section 22.177.2 (I), when all of the following conditions are met:

(1) The Customer establishes a new interstate special access service of equal or greater capacity.

(2) The new service is provided to the same end user's premises to which Contract Offering No. 177 was provided,.

(3) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 177.

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer's initial contract term for Contract Offering No. 177.

(L) A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services, and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the Customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 177 terminated. If Contract Offering No. 177 is terminated during the initial contract term, the termination charges described in Section 22.177.2 (I) will apply.

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.177 Contract Offering No. 177 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.177.2 Contract Terms (Cont'd)

The Telephone Company will designate the AA+ Transport Service Node from which the service will be provided.

(N) The AA+ Transport Service Customer is responsible for channel assignments, which include the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in Section 22.177.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in Section 22.177.2 (B) will result in a Customer credit of the applicable NRCs identified in Section 22.177.3 (B). This guarantee does not apply to any installation in which the end user's designated premises are inaccessible, the Customer is not ready to accept service, or building facilities are not ready.

(N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.177 Contract Offering No. 177 – Access Advantage Plus Transport Service – One Year Term (Cont’d)

22.177.3 Rate Regulations

(A) Types of Rates and Charges

(1) NRCs, listed in Table A, below, are one-time charges that apply for specific work activities.

(a) An NRC applies for installation of each AA+ Transport Service, and to activate initial Multiplexer Cross Connections.

(b) An NRC applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly Recurring Charges (MRCs), listed in Table A, below, are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) An MRC applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with Section 7.4.3.

(B) Rates and Charges

Table A

	MRC	**NRC**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

22. Pricing Flexibility Contract Offering

22.178 Contract Offering No. 178 – Access Advantage Plus Transport Service – Two Year Term

22.178.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the Customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC), as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in Section 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis, as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two (2) consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four (4) consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(3) Bonded Channel Group 6 – Six (6) consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight (8) consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve (12) consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Ameritech Tariff F.C.C. No. 2, Section 21. If, during the Term Period, the Telephone Company receives pricing flexibility relief in additional MSAs, as listed in Section 21, the Customer may be able to include services provided under this Contract Offer, if available, in those additional MSAs pursuant to this Contract Offer. (N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.178 Contract Offering No. 178 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.178.2 Contract Terms

(A) Contract Offering No. 178 is available during the purchase period, which begins November 1, 2007 and ends December 31, 2007.

(B) Ameritech Tariff F.C.C. No. 2, Sections 2, 4, 5, 13 and 17 apply, except as noted herein. Any changes made to the aforementioned sections during the Customer's renewal term, other than to provisions noted below, apply to Contract Offering No. 178.

(1) The Administrative Charge described in Section 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in Section 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals, as described in Section 5.2.1 for the initial installation of AA+ Transport Service, and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service, are negotiated intervals.

(3) The Service Date Change Charge described in Section 5.2.2 (A), the Design Change Charge described in Section 5.2.2 (C), and the Expedited Order Charge described in Section 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in Section 2.4.2 and Section 5.2.5 for Contract Offering No. 178, is the initial contract term.

(5) Minimum Period Charges described in Section 2.4.2 and Section 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(7) The Partial Cancellation Charge described in Section 5.2.2(B) and the Access Order Cancellation Charge described in Section 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one-half of the NRCs as reflected in Section 22.178.3 (B).

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.178 Contract Offering No. 178 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.178.2 Contract Terms (Cont'd)

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Dates, as described in Section 5.1.1.

(D) The initial contract term for Contract Offering No. 178 is two (2) years, and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Subject Services provided under Contract Offering No. 178 will be automatically converted to the applicable monthly renewal rate, found in Section 22.178.3 (B). The Customer may terminate Contract Offering No. 178 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty (30) days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 178 upon thirty (30) days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 178.

(I) If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 178 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.178.2 (K). The termination charge for Contract Offering No. 178 is fifty (50) percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.178 Contract Offering No. 178 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.178.2 Contract Terms (Cont'd)

(D) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 178 terminated, and the termination charges described in Section 22.178.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The Customer may elect to discontinue Contract Offering No. 178 at any time prior to the expiration of the initial contract term, without incurring the termination charges described in Section 22.178.2 (I), when all of the following conditions are met:

(1) The Customer establishes a new interstate special access service of equal or greater capacity,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 178 was provided,

(3) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 178, and

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer's initial contract term for Contract Offering No. 178.

(L) A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services, and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the Customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 178 terminated. If Contract Offering No. 178 is terminated during the initial contract term, the termination charges described in 22.178.2 (I) will apply.

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.178 Contract Offering No. 178 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.178.2 Contract Terms (Cont'd)

(M) The Telephone Company will designate the AA+ Transport Service Node from which the service will be provided.

(N) The AA+ Transport Service Customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in Section 22.178.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in Section 22.178.2 (B) will result in a Customer credit of the applicable NRCs identified in Section 22.178.3 (B). This guarantee does not apply to any installation in which the end user's designated premises are inaccessible, the Customer is not ready to accept service, or building facilities are not ready.

(N)

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offering (Cont'd)

22.178 Contract Offering No. 178 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.178.3 Rate Regulations

(A) Types of Rates and Charges

(1) NRCs, listed in Table B, below, are one-time charges that apply for specific work activities.

(a) An NRC does not apply to install each AA+ Transport Service, or to activate initial Multiplexer Cross Connections.

(b) An NRC applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) MRCs, listed in Table B, below, are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) An MRC applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with Section 7.4.3.

(B) Rates and Charges

Table B

	MRC	**NRC**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$310.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

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(N)

22. Pricing Flexibility Contract Offering

22.179 Contract Offering No. 179 – Access Advantage Plus Transport Service – Three Year Term

22.179.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the Customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC), as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in Section 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis, as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two (2) consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four (4) consecutively assigned DS0 channels configured to provide 326 Kbps of capacity.

(3) Bonded Channel Group 6 – Six (6) consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight (8) consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve (12) consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Ameritech Tariff F.C.C. No. 2, Section 21. If, during the Term Period, the Telephone Company receives pricing flexibility relief in additional MSAs, as listed in Section 21, the Customer may be able to include services provided under this Contract Offer, if available, in those additional MSAs pursuant to this Contract Offer.

(N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.179 Contract Offering No. 179 – Access Advantage Plus Transport Service – Three Year Term (Cont’d)

22.179.2 Contract Terms

(A) Contract Offering No. 179 is available during the purchase period, which begins November 1, 2007 and ends December 31, 2007.

(B) Ameritech Tariff F.C.C. No. 2, Sections 2, 4, 5, 13 and 17 apply, except as noted herein. Any changes made to the aforementioned sections during the Customer’s renewal term, other than to provisions noted below, apply to Contract Offering No. 179.

(1) The Administrative Charge described in Section 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in Section 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals, as described in Section 5.2.1 for the initial installation of AA+ Transport Service, and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service, are negotiated intervals.

(3) The Service Date Change Charge described in Section 5.2.2 (A), the Design Change Charge described in Section 5.2.2 (C), and the Expedited Order Charge described in Section 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in Sections 2.4.2 and 5.2.5 for Contract Offering No. 179, is the initial contract term.

(5) Minimum Period Charges described in Sections 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(7) The Partial Cancellation Charge described in Section 5.2.2(B) and the Access Order Cancellation Charge described in Section 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one-half of the NRCs as reflected in Section 22.179.3 (B).

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.179 Contract Offering No. 179 – Access Advantage Plus Transport Service – Three Year Term (Cont’d)

22.179.2 Contract Terms (Cont’d)

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Date, as described in Section 5.1.1.

(D) The initial contract term for Contract Offering No. 179 is three (3) years, and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Subject Services provided under Contract Offering No. 179 will be automatically converted to the applicable monthly renewal rate, found in Section 22.179.3 (B). The Customer may terminate Contract Offering No. 179 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty (30) days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 179 upon thirty (30) days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 179.

(I) If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 179 prior to the expiration of the initial contract term, a termination charge applies, except as described in Section 22.179.2 (K). The termination charge for Contract Offering No. 179 is fifty (50) percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(N)

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offering (Cont'd)

22.179 Contract Offering No. 179 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.179.2 Contract Terms (Cont'd)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 179 terminated, and the termination charges described in Section 22.179.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The Customer may elect to discontinue Contract Offering No. 179 at any time prior to the expiration of the initial contract term, without incurring the termination charges described in Section 22.179.2 (I), when all of the following conditions are met:

(1) The Customer establishes a new interstate special access service of equal or greater capacity,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 179 was provided,

(3) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 179, and

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer's initial contract term for Contract Offering No. 179.

(L) A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services, and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the Customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 179 terminated. If Contract Offering No. 179 is terminated during the initial contract term, the termination charges described in Section 22.179.2 (I) will apply.

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.179 Contract Offering No. 179 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.179.2 Contract Terms (Cont'd)

(M) The Telephone Company will designate the AA+ Transport Service Node from which the service will be provided.

(N) The AA+ Transport Service Customer is responsible for channel assignments, which include the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in Section 22.179.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.179.2 (B) will result in a Customer credit of the applicable NRCs identified in Section 22.179.3 (B). This guarantee does not apply to any installation in which the end user's designated premises are inaccessible, the Customer is not ready to accept service, or building facilities are not ready.

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.179 Contract Offering No. 179 – Access Advantage Plus Transport Service – Three Year Term (Cont’d)

22.179.3 Rate Regulations

(A) Types of Rates and Charges

(1) NRCs, listed in Table C, below, are one-time charges that apply for specific work activities.

(a) An NRC does not apply to install each AA+ Transport Service, or to activate initial Multiplexer Cross Connections.

(b) An NRC applies on a “per DS0 multiplexer cross connect” basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) MRCs, listed in Table C, below, are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) An MRC applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with Section 7.4.3.

(B) Rates and Charges

Table C

	MRC	**NRC**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$200.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

22. Pricing Flexibility Contract Offerings (N)

22.180 Contract Offer No. 180 – DS1 and DS3 Service Offer

22.180.1 General Description

DS1 and DS3 Service Offer (Contract Offer No. 180) is an access discount plan
for which concurrent subscription is required to the following Access Tariffs: (N)
Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Contract Offer (Nx)
No. 180; Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Contract
Offer No. 141; The Southern New England Telephone (SNET) Tariff F.C.C. No.
39, Contract Offer No. 37; Southwestern Bell Telephone Company (SWBT) Tariff
F.C.C. No. 73, Contract Offer No. 154; and BellSouth Telecommunications, Inc.
(BellSouth) Tariff F.C.C. No. 1, Contract Offer No. 54.

(Nx)

Contract Offer No. 180 requires eligible Customers to comply with a Minimum Annual Revenue Commitment (MARC), as described in Section 22.180.4(C). The MARC includes recurring revenues from all Contributory Services purchased from the Qualified Companies eligible under this Contract Offer and the concurrently purchased Contract Offers. Contributory Services include both Contributory Subject Services, as listed in Section 22.180.3(A), and Contributory Non-Subject Services, as described in Section 22.180.3(B). Contributory Non-Subject Services are not eligible for credits or other incentives provided under this Contract Offer. All Contributory Services must be purchased through the AT&T wholesale sales channel. (N)

Contract Offer No. 180 is available for subscription from May 9, 2008 through June 9, 2008.

22.180.2 Eligibility Criteria

The Customer must meet the following Eligibility Criteria:

(A) Subject Service must be a pricing flexibility qualified access service, as described in Ameritech Tariff F.C.C. No. 2, Section 21. (N)

(x) Issued under Authority of Special Permission No. 08-009 of F.C.C.

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.180 Contract Offer No. 180 – DS1 and DS3 Service Offer (Cont'd)

22.180.2 Eligibility Criteria (Cont'd)

(B) Contributory Subject Services must be located in the following MSAs:

Champaign/Urbana, IL; Chicago, IL; Davenport/Rock Island/Moline, IL; Decatur, IL; Peoria/Pekin, IL; Rockford, IL; Springfield, IL; St. Louis, IL; Anderson, IN; Bloomington, IN; Evansville/Henderson, IN; Fort Wayne, IN; Indianapolis, IN; Kokomo, IN; Louisville, IN; Muncie, IN; Non-MSA, IN; South Bend, IN; Battle Creek, MI; Detroit/Ann Arbor, MI; Flint, MI; Grand Rapids, MI; Jackson, MI; Kalamazoo, MI; Lansing, MI; Saginaw-Bay City-Midland, MI; Akron, OH; Cleveland/Lorain/Elyria, OH; Cincinnati, OH; Columbus, OH; Dayton, OH; Hamilton-Middletown, OH; Toledo, OH; Youngstown/Warren, OH; Appleton/Oshkosh/Neenah, WI; Eau Claire, WI; Green Bay, WI; Janesville, WI; Kenosha, WI; Madison, WI; Milwaukee/Waukesha, WI; Non-MSA, WI; Racine, WI; and Sheboygan, WI.

(C) The Customer must concurrently subscribe to the following Contract Offers: (N)

- Ameritech Tariff F.C.C. No. 2, Contract Offer No. 180; (Nx)
- SWBT Tariff F.C.C. No. 73, Contract Offer No. 154;
- PBTC Tariff F.C.C. No. 1, Contract Offer No. 141;
- SNET Tariff F.C.C. No. 39, Contract Offer No. 37; and
- BellSouth Tariff F.C.C. No. 1, Contract Offer No. 54. (Nx)

(x) Issued under Authority of Special Permission No. 08-009 of F.C.C.

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.180 Contract Offer No. 180 – DS1 and DS3 Service Offer (Cont'd)

22.180.3 Contributory Services

The MARC shall include recurring revenue from all Contributory Services purchased from the Telephone Company, under both this Contract Offer and the concurrently subscribed Contract Offers. Contributory Services include both Contributory Subject Services, listed in Table 1, below, and Contributory Non-Subject Services, listed in Table 2, following.

(A) Contributory Subject Services

Contributory Subject Services are listed in Table 1, below. Contributory Subject Services are eligible for credits and other incentives provided under this Contract Offer.

Table 1:

Contributory Subject Services	
Special Access Service DS1 Service	Ameritech Tariff F.C.C. No. 2, Sections 7 and 21
Special Access Service DS3 Service	Ameritech Tariff F.C.C. No. 2, Sections 7 and 21

(B) Contributory Non-Subject Services

Contributory Non-Subject Services are listed in Table 2, following. Contributory Non-Subject Services shall not be eligible for credits and other incentives provided under this Contract Offer. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.180 Contract Offer No. 180 – DS1 and DS3 Service Offer (Cont'd)

22.180.3 Contributory Services (Cont'd)

(B) Contributory Non-Subject Services (Cont'd)

Table 2:

Contributory Non-Subject Services[1]	
Optical Carrier Network (OCN) Point-to-Point (PTP) Service: OC3, OC12, and OC48	AT&T Interstate Access Guidebook, Part 6, Sections 7 and 21
Gigabit Ethernet Metropolitan Area Network (GigaMAN)	AT&T Interstate Access Guidebook, Part 6, Sections 7 and 21
10 Gigabit Ethernet Metropolitan Area Network (DecaMAN)	AT&T Interstate Access Guidebook, Part 6, Sections 21 and 26
Optical Ethernet Metropolitan Area Network (OPT-E-Man)	AT&T Interstate Access Guidebook, Part 6, Section 24

(C) All terms and conditions applicable to Subject Services are provided in their respective tariff sections, except as provided in this Contract Offer.

22.180.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be three (3) years, beginning on the date the Telephone Company receives the signed Letter of Subscription (LOS) from the Customer. This Contract Offer is not renewable.

Upon expiration of this Contract Offer, all Contributory Subject Services will be converted to the prevailing sixty (60) month term plan rates, unless the Customer notifies the Telephone Company, at least one hundred twenty (120) days prior to the end of the Term Period, that Contributory Subject Services will be converted to another tariff term plan. All credits and other incentives provided under this Contract Offer will cease upon expiration of this Contract Offer No. 180. (N)

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[1] OCN PTP, GigaMAN, DecaMAN and OPT-E-Man services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.180 Contract Offer No. 180 – DS1 and DS3 Service Offer (Cont'd)

22.180.4 Terms and Conditions (Cont'd)

(B) General

(1) The Customer must submit a signed LOS to the Telephone Company.

(2) The Customer shall designate all ACNAs under which Contributory Services may be purchased at the time of subscription. Services ordered or purchased under other ACNAs may not be transferred or converted to this contract.

(3) If the Customer discontinues service or breaches any of the terms and conditions under Contract Offer No. 180, or any of the other concurrently subscribed to Contract Offers as described in Section 22.180.2, during the Term Period, termination liability charges will apply in accordance with Ameritech Tariff F.C.C. No. 2, Section 7.

(4) Subject Services provided pursuant to this Contract Offer are available where facilities and equipment are available. If facilities and equipment are not available, special construction charges may apply, as provided in Ameritech Tariff F.C.C. No. 3.

(5) The Customer must remain current on payments on all billing for Contributory Services to receive credits and other incentives provided under this Contract Offer.

(6) The Customer must comply with the MARC, as described in Section 22.180.4(C).

(7) Existing Contributory Subject Services Conversion Incentive

The Customer may convert a maximum of thirty (30) existing DS1 or DS3 services (i.e., services provided by the Qualifying Companies prior to the beginning of the Term Period) across all concurrently subscribed Contract Offers as described in Section 22.180.1, to Contributory Subject Services subject to the rates, terms and conditions of this Contract Offer and the concurrently subscribed Contract Offers. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.180 Contract Offer No. 180 – DS1 and DS3 Service Offer (Cont'd)

22.180.4 Terms and Conditions (Cont'd)

(B) General (Cont'd)

(8) Purchase of New Contributory Subject Services

The Customer may purchase a maximum of seven hundred fifty (750) new DS1 Subject Services, in total, under this Contract Offer and the concurrently subscribed Contract Offers, as Contributory Subject Services. New DS1 services purchased in excess of the maximum may be Contributory Non-Subject Services for purposes of this Contract Offer and the concurrently subscribed Contract Offers.

The Customer may purchase a maximum of seven hundred fifty (750) new DS3 Subject Services, in total, under this Contract Offer and the concurrently subscribed Contract Offers, as Contributory Subject Services. New DS3 services purchased in excess of the maximum may be Contributory Non-Subject Services for purposes of this Contract Offer and the concurrently subscribed Contract Offers.

(9) If the Customer requests additional service features or functions not included in this Contract Offer, the Customer must pay the applicable tariff rates for those additions, as provided in Ameritech Tariff F.C.C. No. 2, Sections 7 and 21.

(10) Commingling shall be defined as provided in Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.

(11) The Customer may not include Contributory Subject Services provided under this Contract Offer in any other contract offer, promotional offering or other credit plan, (e.g., MVP), except as expressly permitted in Section 22.180.2(C). (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.180 Contract Offer No. 180 – DS1 and DS3 Service Offer (Cont'd)

22.180.4 Terms and Conditions (Cont'd)

(C) Minimum Annual Revenue Commitment (MARC)

(1) Determination of the MARC

The Customer agrees to a MARC of $750,000, or four times the Customer's most recent three months' recurring revenue prior to the beginning of the Term Period, whichever is greater. The Customer's revenue, for purposes of determining and applying the MARC, shall include recurring charges associated with Contributory Services described in Section 22.180.3 and purchased in the MSAs listed in Section 22.180.2(B).

(2) Achievement of the MARC

The Telephone Company will review revenues for Contributory Services within sixty (60) days after the end of each twelve (12) months of the Contract Term Period, beginning at the commencement of the Term Period (each such twelve-month period referred to as a "Term Year"). If, for any Term Year, the Customer's billed recurring revenue for Contributory Services is less than the applicable MARC, the Telephone Company shall bill, and the Customer shall pay, an additional amount equal to the difference between the applicable MARC and the actual revenues for Contributory Services (True-Up Payment).

Example of Annual True Up:

The MARC for each Term Year is $750,000 and total recurring revenue for the year is $700,000. In this example, the Customer must submit a True-Up Payment of $50,000, as calculated below.

$750,000 Annual MARC minus Annual Recurring Revenue of $700,000 equals $50,000 True-up Payment to be paid by the Customer. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.180 Contract Offer No. 180 – DS1 and DS3 Service Offer (Cont'd)

22.180.4 Terms and Conditions (Cont'd)

(C) Minimum Annual Revenue Commitment (Cont'd)

(3) Continuation of MARC Obligation after Breach or Termination

The Customer's MARC obligation shall survive any breach or termination of this Contract Offer by the Customer. Upon such breach or termination, the Customer shall continue to be liable to the Telephone Company for the amount, if any, by which recurring revenues for Contributory Services provided in the MSAs listed in Section 22.180.2(B) are less than the applicable MARC. Such amount, if any, shall continue to be due and payable on an annual basis for the remainder of the Term Period.

(D) Service Term

(1) Each Contributory Subject Service must be ordered under the applicable sixty (60) month term plan described in Ameritech Tariff F.C.C. No. 2, Section 7 or 21. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.180 Contract Offer No. 180 – DS1 and DS3 Service Offer (Cont'd)

22.180.4 Terms and Conditions (Cont'd)

(D) Service Term (Cont'd)

(2) Portability Incentive

The Telephone Company will waive any termination liability charges that would otherwise be assessed to the Customer for disconnection of DS1 and DS3 Contributory Subject Services, provided the Customer meets all of the criteria in Section 22.180.4(C). The Telephone Company will bill any applicable termination liability charges within forty-five (45) days after the end of each month during which any DS1 and DS3 Contributory Subject Services have been disconnected.

(a) The Customer must comply with all terms and conditions of this Contract Offer.

(b) Each DS1 or DS3 Contributory Subject Service must have been in service, for a minimum of twelve (12) months, prior to the date on which the Subject Service is disconnected.

(c) Each DS1 or DS3 Contributory Subject Service must be located within the MSAs listed in Section 22.180.2(B) of this Contract Offer, both before and after the Subject Service is disconnected.

(d) The number of DS1 and DS3 Contributory Subject Services that have been added must be equal to or greater than the number of Subject Services that have been disconnected. To apply this criterion, the Telephone Company will compare the total number of "add" orders of each bandwidth (i.e., DS1 and DS3) to the total number of "disconnect" orders of each bandwidth during the six (6) month period ending with the month under consideration. The Customer will qualify for the Portability Incentive only if the number of "add" orders is at least equal to the number of "disconnect" orders for each bandwidth during that six (6) month period. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.180 Contract Offer No. 180 – DS1 and DS3 Service Offer (Cont'd)

22.180.5 Rates and Charges

(A) DS1 Rates

The Customer will initially be billed according to the prevailing Monthly Recurring Charges (MRCs) at the time of subscription, listed in Section 7 or 21 of Ameritech Tariff F.C.C. No. 2, as applicable to a 60 month term commitment, for DS1 Subject Services in Table 3, below. The Customer will then be credited in an amount equal to five percent (5%) off the prevailing 60 month term rates. Credits will be applied monthly, in arrears.

Table 3:

Local Distribution Channel - Per Point of Termination		
USOC	Zone	Credit on MRCs
TZ4X1	1	5%
TZ4X2	2	5%
TZ4X3	3	5%
TZ4X4	4	5%
TZ4X5	5	5%

Channel Mileage Termination		
USOC	Zone	Credit on MRCs
CZ4X1	1	5%
CZ4X2	2	5%
CZ4X3	3	5%
CZ4X4	4	5%
CZ4X5	5	5%

Channel Mileage - Per Mile		
USOC	Zone	Credit on MRCs
1YZX1	1	5%
1YZX2	2	5%
1YZX3	3	5%
1YZX4	4	5%
1YZX5	5	5%

Any rate elements for which credits are not provided in this Contract Offer will continue to be billed at the otherwise applicable tariff rates, as described in Ameritech Tariff F.C.C. No. 2, Sections 7 and 21. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.180 Contract Offer No. 180 – DS1 and DS3 Service Offer (Cont'd)

22.180.5 Rates and Charges (Cont'd)

(B) DS3 Rates

The Customer will initially be billed according to the prevailing Monthly Recurring Charges (MRCs) at the time of subscription, listed in Section 7 or 21 of Ameritech Tariff F.C.C. No. 2, as applicable to a 60 month term commitment for DS3 Subject Services in Table 4, below. The Customer will then be credited in an amount equal to five percent (5%) off the prevailing 60 month term rates. Credits will be applied monthly, in arrears.

Table 4:

Local Distribution Channel - Per Point of Termination		
USOC	Zone	Credit on MRCs
TZUP1	1	5%
TZUP2	2	5%
TZUP3	3	5%
TZUP4	4	5%
TZUP5	5	5%
Channel Mileage Termination – Per Point of Termination		
USOC	Zone	Credit on MRCs
CZ4X1	1	5%
CZ4X2	2	5%
CZ4X3	3	5%
CZ4X4	4	5%
CZ4X5	5	5%
Channel Mileage - Per Mile		
USOC	Zone	Credit on MRCs
1YZX1	1	5%
1YZX2	2	5%
1YZX3	3	5%
1YZX4	4	5%
1YZX5	5	5%

Any rate elements for which credits are not provided in this Contract Offer will continue to be billed at the otherwise applicable tariff rates, as described in Ameritech Tariff F.C.C. No. 2, Section 7 or 21.

(C) Non-Recurring Charges (NRCs):

Standard tariff installation Non-Recurring Charges (NRCs) for new Contributory Subject Services will be waived up to the maximum number of such services, as provided in Section 22.180.4(B)(8), above. Other NRCs will apply as otherwise provided in Tariff F.C.C. No. 2, Sections 7 and 21. (N)

(This page filed under Transmittal No. 1675)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.180 Contract Offer No. 180 – DS1 and DS3 Service Offer (Cont'd)

22.180.6 Assignment/Transfer/Successors

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.180.6 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.180 Contract Offer No. 180 – DS1 and DS3 Service Offer (Cont'd)

22.180.7 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, Terms and Conditions, as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased. (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (N)

22.181 Contract Offer No. 181 – Special Access Service Offer

22.181.1 General Description

Special Access Service Offer (Contract Offer No. 181) is an access discount
pricing plan for which concurrent subscription is required to the following (N)
Access Tariffs: Southwestern Bell Telephone Company (SWBT) Tariff F.C.C (Nx)
No. 73, Section 41, Contract Offer No. 155, and BellSouth
Telecommunications Inc. (BellSouth) Tariff F.C.C. No. 1, Section 25, Contract
Offer No. 55. The Customer must meet the Eligibility Criteria set forth in (Nx)
Section 22.181.3 and must comply with all Terms and Conditions of this (N)
Contract Offer.

Contract Offer No. 181 requires that the Customer meet DS1 and DS3 Volume Commitments for each year of the Term Period, as described in 22.181.5. If the Customer does not meet the Volume Commitments, the Customer will be subject to Shortfall Charges, as set forth in Section 22.181.6, and/or Termination Liability Charges, as set forth in Section 22.181.10.

22.YY.2 Subject Services

Contract Offer No. 181 applies to pricing-flexibility qualified access services contained in the following tariff sections:

- Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Sections 7 and 21, Special Access DS1 Service; and
- Ameritech Tariff F.C.C. No. 2, Sections 7 and 21, Special Access DS3 Service. (N)

(x) Issued under Authority of Special Permission No. 08-011 of F.C.C.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.181 Contract Offer No. 181 – Special Access Service Offer (Cont'd)

22.181.3 Eligibility Criteria.

The Customer must meet the following Eligibility Criteria to subscribe to Contract Offer No. 181, and must continue to meet the Eligibility Criteria, as described below, throughout the Term Period of this Contract Offer:

(A) Contract Offer No. 181 applies only to Subject Services located in the following Metropolitan Statistical Areas (MSAs): Grand Rapids, Lansing, Saginaw, Jackson, Battle Creek and Kalamazoo, MI.

(B) Concurrent Subscription

The Customer must concurrently subscribe to the identical Contract Offers of Contract Offer No. 181, pursuant to the following tariffs: (N)

(Nx)

(1) SWBT Tariff F.C.C No. 73, Section 41, Contract Offer No. 155; and

(2) BellSouth Tariff F.C.C. No. 1, Section 25, Contract Offer No. 55. (Nx)

(N)

(C) All discounted Subject Services must sub-tend a Special Access service provided by the Telephone Company and directly connect to Mobile Switching Center (MSC). (N)

(x) Issued under Authority of Special Permission No. 08-011 of F.C.C.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.181 Contract Offer No. 181 – Special Access Service Offer (Cont'd)

22.181.4 Terms and Conditions

(A) The term of this Contract Offer (Term Period) shall five (5) years, commencing on the date the Telephone Company receives a signed Letter of Subscription (LOS) from the Customer, and the Anniversary Date shall be based on that same date. Contract Offer No. 181 is not renewable.

(B) Contract Offer No. 181 is available for subscription only from May 23, 2008 through June 23, 2008.

(C) To subscribe to this Contract Offer, the Customer must submit a signed LOS to the Telephone Company.

(D) All Subject Services must be ordered pursuant to a five (5) year Term Payment Plan (TPP), as provided in Ameritech Operating Company, F.C.C. No. 2, Section 7 and shall continue to be purchased under a five (5) year TPP throughout the Term Period. Subject Services will be governed by the rates, terms and conditions of the TPP during the Term Period, except as provided to the contrary in this Contract Offer. Upon the expiration of the Term Period or termination of this Contract Offer, all Subject Services will be governed by the rates, terms and conditions of the five (5) year TPP for the remainder of their term commitments.

(E) Commingling shall be as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.

(F) The Customer must subscribe to this Contract Offer in accordance with the regulations set forth in Ameritech Tariff F.C.C. No. 2, Section 5 – Ordering Options. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.181 Contract Offer No. 181 – Special Access Service Offer (Cont'd)

22.181.4 Terms and Conditions (Cont'd)

(G) Subject Services may not be concurrently subscribed to any other contract offerings filed subsequent to the effective date of this Contract Offer, unless expressly permitted by the subsequent Contract Offer.

(H) Meet Point circuits shall not be eligible for the discounts provided in this Contract Offer, but will be counted toward the Customer's DS1 and DS3 Volume Commitments.

(I) The Customer may purchase a maximum of one thousand five hundred (1500) DS1 Subject Services and fifty (50) DS3 Subject Services under this Contract Offer.

(J) The Customer may purchase a maximum of twenty-five hundred (2500) new DS1 Subject Services and one hundred fifty (150) new DS3 Subject Services, in total, under this and the concurrently subscribed Contract Offers in Section 22.181. 3.

22.181.5 Volume Commitment.

The Customer must meet the following Volume Commitments. The date by which the Customer must meet each Volume Commitment shall be known as the "Commitment Date."

(A) Customer must purchase a minimum of one hundred (100) DS1s which must be placed in service after the beginning of the Term Period and must remain in service throughout the Term Period by December 31 2008, and another one hundred 100 DS1s which must be placed in service and must remain in service throughout the Term Period within the first 18 months for a total of two hundred (200) DS1s.

(B) The Customer must purchase a minimum of three (3) DS3 Subject Services, which must be placed in service within the first twelve (12) months after the beginning of the Term Period and must remain in service throughout the Term Period. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.181 Contract Offer No. 181 – Special Access Service Offer (Cont'd)

22.181.6 Shortfall Charge

The Telephone Company shall be responsible for monitoring the Customer's compliance with the Volume Commitments. If, at any time after the Commitment Date, the Telephone Company determines that the Customer's purchases of Subject Services fall below the relevant Volume Commitment, the Telephone Company shall bill, and the Customer shall pay, a monthly Shortfall Charge for each Subject Service by which the Customer's purchases fall short of the Volume Commitment. Shortfall Charges shall be applied beginning with the date upon which the Telephone Company determines that the Customer's purchases fall below the relevant Volume Commitment and continuing until the date upon which Customer's purchases meet the relevant Volume Commitment. Shortfall Charges for partial months shall be pro-rated. Shortfall Charges shall be calculated according to the following table below.

Service	**Shortfall Charge**
DS1	$300
DS3	$1500

The Telephone Company will notify the Customer within sixty (60) business days after determining that the Customer has failed to meet a Volume Commitment.

If the Customer does not pay a Shortfall Charge within thirty (30) days after the charge is billed, the Customer shall be deemed to have terminated this Contract Offer and termination liability charges will apply as set forth in Section 22.181.10

Example: The Customer must purchase twelve (12) DS3 Subject Services within twelve (12) months after the beginning of the Term Period, but actually purchases only ten (10) DS3 Subject Services within that period. The Customer must pay a Shortfall Charge, calculated as $1500 X 2 = $3000, for each month until the shortfall is cured. (N)

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ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.181 Contract Offer No. 181 – Special Access Service Offer (Cont'd)

22.181.7 Rates and Discounts

The Customer will initially be billed according to the prevailing Monthly Recurring Charges (MRCs) at the time of subscription, listed in Sections 7 or 21 of Ameritech Tariff F.C.C. No. 2, as applicable to a 60-month TPP, for DS1 and DS3 Subject Services in Table B, below. The Customer will then be credited in an amount equal to nine percent (9%) off the prevailing 60-month TPP rates. Credits will be applied monthly, in arrears.

DS1 Rate Elements	**USOC**
Channel Termination – per point of termination	TZ4X*
Channel Mileage – Fixed	CZ4X*
Channel Mileage – Variable	1YZX*
DS3 Rate Elements	**USOC**
Channel Termination – per point of termination	TZUP*
Channel Mileage – Fixed	CZ4X*
Channel Mileage – Variable	1YZX*
* Zones 1-5	

Generally applicable Non-Recurring Charges (NRCs) shall apply. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.181 Contract Offer No. 181 – Special Access Service Offer (Cont'd)

22.181.8 Assignment/Transfer/Successors

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

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than fifty (50) percent of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or If any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.181.8 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available. (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.181 Contract Offer No. 181 – Special Access Service Offer (Cont'd)

22.181.9 Mergers/Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another entity. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, Terms and Conditions, as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.181 Contract Offer No. 181 – Special Access Service Offer (Cont'd)

22.181.10 Termination Liability

(A) Termination Liability Charges

Termination liability charges, as described below, shall apply in addition to those applicable to Subject Services under the TPP, as provided in Ameritech Tariff F.C.C. No. 2, Section 7.

If the Customer terminates this Contract Offer before the completion of the Term Period for any reason (other than a material default by the Telephone Company), or if the Customer materially breaches any provision of this Contract Offer or any other applicable tariff, the Customer must pay the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. Termination liability charges shall be equal to ten (10) percent of the MRCs applicable to either the actual number of Subject Services purchased by the Customer as of the time of termination or breach, or the minimum quantities of Subject Services necessary to meet the Volume Commitments, whichever is greater, for the remainder of the Term Period.

Example: The Customer terminates the Contract Offer after forty-eight (48) months of the sixty (60) month Term Period. Twelve (12) months are remaining in the Term Period. At the time of termination, the Customer is falling short of the Volume Commitments. If the minimum monthly billing necessary to meet the Volume Commitments is $166,667, the termination liability charge would be calculated as follows: $166,667 X 12 months X 10% = $200,000. (N)

22. Pricing Flexibility Contract Offerings

22.182 Contract Offer No. 182 – DS3 Extension Bundle Service Offer

22.182.1 General Description

DS3 Extension Bundle Service Offer is an access discount pricing plan that provides Customers located in the Pricing Flexibility Metropolitan Statistical Areas (MSAs) listed in Section 22.182.2 with a discount on the Monthly Recurring Charges (MRCs) listed in Section 22.182.4. Qualified services listed in Section 22.182.2 must meet the Eligibility Criteria described in Section 22.182.2.

Contract Offer No. 182 is available for subscription from July 31, 2008 to October 31, 2008. This Contract Offer is not renewable. (C) (C)

22.182.2 Eligibility Criteria

(A) This Contract Offer applies to the following pricing flexibility qualified access services as described in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2 (Subject Services):

DS3 Special Access Services – Section 7

(B) Contract Offer No. 182 is available for Subject Services located in any of the Pricing Flexibility MSAs listed below:

Champaign/Urbana, IL; Chicago, IL; Davenport/Rock Island/Moline, IL; Decatur, IL; Peoria/Pekin, IL; Rockford, IL; Springfield, IL; St. Louis, IL; Anderson, IN; Bloomington, IN; Evansville/Henderson, IN; Fort Wayne, IN; Indianapolis, IN; Kokomo, IN; Louisville, IN; Muncie, IN; Non-MSA, IN; South Bend, IN; Battle Creek, MI; Detroit/Ann Arbor, MI; Flint, MI; Grand Rapids, MI; Jackson, MI; Kalamazoo, MI; Lansing, MI; Saginaw-Bay City-Midland, MI; Akron, OH; Cleveland/Lorain/Elyria, OH; Cincinnati, OH; Columbus, OH; Dayton, OH; Hamilton-Middletown, OH; Toledo, OH; Youngstown/Warren, OH; Appleton/Oshkosh/Neenah, WI; Eau Claire, WI; Green Bay, WI; Janesville, WI; Kenosha, WI; Madison, WI; Milwaukee/Waukesha, WI; Non-MSA, WI; Racine, WI; and Sheboygan, WI.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (N)

22.182 Contract Offer No. 182 – DS3 Extension Bundle Service Offer (Cont'd)

22.182.2 Eligibility Criteria (Cont'd)

(C) Subject Services must be new installations. Services that were being provided to the Customer by the Telephone Company prior to the Customer's subscription to this Contract Offer are not eligible for this Contract Offer.

(D) This Contract Offer is available only where facilities exist.

(E) DS3 Extension Bundles must terminate on a Dedicated Ring Service (DRS) Ring[1] provided by the Telephone Company.

(F) This Contract Offer does not apply to DRS[1] DS3 ports or DS3 services terminated to collocation. (N)

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[1] DRS services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.182 Contract Offer No. 182 – DS3 Extension Bundle Service Offer (Cont'd)

22.182.3 Terms and Conditions

(A) Service Terms for Subject Services

Subject Services shall be subject to a minimum term commitment (Service Term) of twelve (12), thirty-six (36), or sixty (60) months, as applicable to the Optional Pricing Plan (OPP) selected by the Customer for the relevant Subject Service. The Service Term for each Subject Service shall begin on the billing date of that Subject Service.

Upon expiration of the Service Term, the Subject Service(s) shall be provided under the prevailing monthly extension rates described in Sections 7 and 21, unless the Customer:

(1) Selects from the OPP options listed in Sections 7 and 21; or

(2) Disconnects the Subject Service(s).

(B) General Terms and Conditions

(1) Subject Services provided under this Contract Offer are subject to certain rates, charges, and general terms and conditions described in Sections 2, 5, and 13, as applicable.

(2) To subscribe to this Contract Offer, Customers must submit a signed LOS to the Telephone Company.

(3) Within sixty (60) days after submitting its signed LOS, the Customer must submit its access order(s) pursuant to this Contract Offer. The Customer may submit additional access orders to purchase new Subject Services thereafter, provided that all new Subject Services purchased must have an installation completion date on or before December 31, 2008 to be eligible for this Contract Offer. However, Subject Services that are ordered no later than November 30, 2008, but are assigned completion dates beyond December 31, 2008 as a result of Telephone Company reasons, shall be eligible for this Contract Offer. (C)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.182 Contract Offer No. 182 – DS3 Extension Bundle Service Offer (Cont'd)

22.182.3 Terms and Conditions (Cont'd)

(B) General Terms and Conditions (Cont'd)

(4) If the Customer discontinues service under Contract Offer No. 182 during the Service Term, or if the Customer breaches any term or condition of this Contract Offer or any other applicable tariff provision, termination liability charges will apply in accordance with Section 22.182.7.

(5) This Contract Offer cannot be combined with any other discount, promotional offering or other pricing flexibility contract offer unless explicitly stated in such other discount plan, promotional offering or pricing flexibility contract offer.

(6) Commingling shall be defined as provided in Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.

(7) If the Customer requests additional service, features and functions not included in Section 22.182.4, the Customer will pay the tariff rates as contained in Sections 7 and 21, as applicable. (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.182 Contract Offer No. 182 – DS3 Extension Bundle Service Offer (Cont'd)

22.182.4 Rates and Charges

(A) Monthly Recurring Charge (MRCs)

The Customer must pay the MRCs, listed below, for new DS3 Extension Bundle Service ordered under this Contract Offer.

Any rate element not described herein will be subject to the applicable tariff rates provided in Sections 7 and 21.

DS3 Service Bundle	**USOCs**	**1 Year Term**	**3 Year Term**	**5 Year Term**
DS3 Channel Mileage Termination	CZ4X* (1-5)	$1100	$900	$800
DS3 Channel Mileage (1-15 miles only)	1YZX* (1-5)			
DS3 to DS1 Multiplexer	QM3X* (1-5)			

Generally applicable Non-Recurring Charges (NRCs) shall apply.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.182 Contract Offer No. 182 – DS3 Extension Bundle Service Offer (Cont'd)

22.182.5 Assignment/Transfer/Successors

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section is not available, the Telephone Company shall exercise its reasonable discretion to determine the credit worthiness of the assignee or transferee based on any information available. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.182 Contract Offer No. 182 – DS3 Extension Bundle Service Offer (Cont'd)

22.182.6 Mergers/Acquisitions

All provisions of this Contract Offer shall continue in full force and effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services as provided for in this Contract Offer will continue to be maintained at the same volume, rates, and Terms and Conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

22.182.7 Termination Liability

Subject Services shall be subject to termination liability as provided in this Contract Offer, in lieu of the termination liability language contained in Section 7 for DS3 Service. If the Customer terminates services before the completion of the Term Period for any reason, or if the Customer breaches any of the Terms or Conditions of this Contract Offer or any other applicable tariff provision, the Customer must pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination, and are payable as described in Section 7. The Customer's termination liability for cancellation of service shall be equal to one hundred (100) percent of all MRCs for the balance of the Service Term applicable to the relevant Subject Service(s).

Example: A Customer with a $900 DS3 Service Bundle MRC terminates service after two (2) years, and has twelve (12) months remaining in a thirty-six (36) month term plan. The termination liability would be calculated as:

$900 X 12 = $10,800 termination liability charge. (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (N)

22.183 Contract Offer No. 183 – Special Access Service Offer

22.183.1 General Description

Special Access Service Offer (Contract Offer No. 183) is an access discount
pricing plan for which concurrent subscription is required to the following Access (N)
Tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Pacific (Nx)
Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Southwestern Bell
Telephone Company (SWBT) Tariff F.C.C. No. 73, and The Southern New
England Telephone Company (SNET) Tariff F.C.C. No. 39. Contract Offer No.
183 is available to any Customer with at least $23 million in cumulative annual (Nx)
recurring revenue for Contributory Services, as defined in Sections 22.183.3(A) (N)
and 22.183.3(B), for purchases from the Telephone Company and the affiliated
companies identified in Section 22.183.2(D). The Customer must meet the
Eligibility Criteria set forth in Section 22.183.2, and also must comply with all
Terms and Conditions of this Contract Offer.

Contract Offer No. 183 requires the Customer to establish and comply with a Minimum Annual Revenue Commitment (MARC) for each year of the three (3) year Term Period, as defined in Section 22.183.5(A). The MARC shall include all Contributory Services purchased from the Telephone Company and from the affiliated telephone companies identified in Section 22.183.2(D) of this Contract Offer. Contributory Services include Subject Services, as described in Section 22.183.3(A), and Non-Subject Services, as described in Section 22.183.3(B), herein. Non-Subject Services are not eligible for discounts or other incentives provided under this Contract Offer. All Contributory Services described above must be purchased through the AT&T wholesale sales channel (AT&T Wholesale Services).

Contract Offer No. 183 will only be available December 6, 2008 through January 6, 2009. (N)

(x) Issued under Authority of Special Permission No. 08-024 of F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)

22.183.2 Eligibility Criteria

(A) To be eligible to subscribe to this Contract Offer, the Customer may not purchase services pursuant to MVP Offering in Section 19 or any other MARC-based contract offer or contract that includes Subject Services provided under this Contract Offer

(B) During the calendar year prior to the Customer's subscription to this Contract Offer, the Customer's billed recurring charges for Switched Access Dedicated Transport Services shall have been no greater than $125,000.

(C) As of the date of the Customer's subscription to this Contract Offer, the Customer must be purchasing OPT-E-MAN[1] Service from the Telephone Company in two or more MSAs.

(D) Concurrent Subscription

The Customer must concurrently subscribe to the following Contract Offers: (N)

(1) SWBT Tariff F.C.C No. 73, Section 41, Contract Offer No. 157; (Nx)

(2) PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 145; and

(3) SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 40. (Nx)

(x) Issued under Authority of Special Permission No. 08-024 of F.C.C.

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[1] Opt-E-MAN services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)

22.183.3 Contributory Services

The Customer's revenues for purposes of determining the achievement of the MARC shall include eligible Contributory Services provided under this Contract Offer and the other contract offers to which concurrent subscription is required by Section 22.183.2(D). Contributory Services include Subject Services, as listed in Table 1, below, in addition to Non-Subject Services, as listed in Table 2, below.

Subject Services and Non-Subject Services shall together be known as Contributory Services for the purposes of this Contract Offer. The Customer's revenue, for purposes of determining the achievement of the MARC, includes recurring revenue from all Contributory Services, as listed in Tables 1 and 2, herein, and the equivalent services provided by the affiliated telephone companies listed in Section 22.183.2(D) of this Contract Offer.

(A) Subject Services

Contract Offer No. 183 applies to pricing-flexibility-qualified access services (Subject Services) contained in the following tariff sections as listed in Table 1, below:

Table 1

Service	**General Description**	**Rates & Charges Phase I**	**Rates & Charges Phase II**
Special Access DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7
Special Access Metallic Service	7.2.1	7.5.15	21.5.2.1
Special Access Telegraph Grade Service	7.2.2 (A)	7.5.15	21.5.2.2
Special Access Voice Grade Service	7.2.3 (A)	7.5.15	21.5.2.3
Switched Access Dedicated Transport Services	6.9.1		

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)

22.183.3 Contributory Services (Cont'd)

(A) Subject Services (Cont'd)

Contract Offer No. 183 applies to Subject Services (as listed above) located in the following Metropolitan Statistical Areas (MSAs):

(1) The rates, Terms and Conditions of this Contract Offer shall apply to all Channel Terminations and Interoffice (Channel) Mileage, both Fixed and Per Mile associated with Subject Services, including Channel Terminations between the Telephone Company's end office and an end user premises (End User Channel Terminations) in the following MSAs:

Anderson, IN; Appleton, WI; Battle Creek, MI; Bloomington, IN; Champaign – Urbana, IL; Chicago, IL; Cincinnati, OH; Cleveland-Lorain-Elyria, OH; Columbus, OH; Decatur, IL; Detroit, MI; Eau Claire, WI; Evansville – Henderson, IN; Flint, MI; Grand Rapids, MI; Green Bay, WI; Hamilton – Middleton, OH; Indianapolis, IN; Jackson, MI; Janesville – Beloit, WI; Kalamazoo, MI; Kenosha, WI; Kokomo, IN; Lansing – East Lansing, MI; Louisville, IN; Madison, WI; Milwaukee, WI; Muncie, IN; Racine, WI; Rockford, IL; Saginaw – Bay City – Midland, MI; Sheboygan, WI; South Bend, IN; Springfield, IL; and Toledo, OH.

(2) The rates, Terms and Conditions of this Contract Offer shall apply to Channel Terminations, Interoffice (Channel) Mileage - Fixed and Per Mile associated with Subject Services, except for End User Channel Terminations, in the following MSAs:

Akron; OH; Davenport – Rock Island – Moline, IL; Dayton-Springfield, OH; Fort Wayne, IN; Non-MSA, IN; Non-MSA, WI; St. Louis, IL; Peoria, IL; and Youngstown – Warren, OH.

(3) If the Telephone Company is granted pricing flexibility relief in additional MSAs, any eligible Subject Services that the Telephone Company provides to the Customer, pursuant to this Contract Offer and available in those additional MSAs, may, at the Customer's option, be included in this Contract Offer beginning with the first year after the Telephone Company is granted the pricing flexibility in those additional MSAs, provided that the MARC increases to reflect the recurring annual revenues associated with the additional Subject Services, as described in Section 22.183.5. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)

22.183.3 Contributory Services (Cont'd)

(B) Non-Subject Services

Non-Subject Services shall be included in the MARC, but shall not otherwise be subject to the rates, Terms and Conditions of this Contract Offer. Non-Subject Services are listed in Table 2, below.

Table 2 – Non-Subject Services

Intrastate Special Access	Equivalent VG, DS0, DS1, DS3, Services
Includes all Recurring Charges and excludes Non-Recurring Charges associated with the products listed, where applicable, for all non-pricing flexibility qualified services.	

If the Telephone Company introduces a new Special Access or Switched Access service, or an enhancement to an existing Special Access or Switched Access service, then such services shall be automatically included as Contributory Services, and the Customer's purchases of such new or enhanced Contributory Services shall be included in the calculation of the MARC, subject to the Terms and Conditions set forth in this Contract Offer.

All terms and conditions for the Contributory Services listed above are governed by their respective tariff sections, except as noted herein. Annual recurring revenue generated from these services will be used in the MARC calculations defined in Section 22.183.5. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)

22.183.4 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) is three (3) years, commencing on the date the Telephone Company receives a Letter of Subscription (LOS). The Anniversary Date shall be the same date in each of the following two (2) years. Contract Offer No. 183 is not renewable.

(B) Other Terms and Conditions.

(1) Contributory Services are subject to certain rates, charges, and general terms and conditions in other sections of Ameritech Tariff F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(2) Contract Offer No. 183 is available for subscription only from December 6, 2008 through January 6, 2009.

(3) The Customer must submit a signed Letter of Subscription (LOS) to the Telephone Company. The LOS shall identify all ACNAs under which the Customer may order and purchase Contributory Services or Subject Services pursuant to this Contract Offer. Any services ordered or purchased under ACNAs not identified in the LOS may not be included in or transferred to this Contract Offer.

(4) The Customer shall not purchase Subject Services in this Contract Offer pursuant to any future contract offer or other agreement, unless the future contract offer or other agreement expressly permits the inclusion of such Subject Services.

(5) Commingling, as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6 of Subject Services under this Contract Offer, is prohibited. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)

22.183.4 Terms and Conditions (Cont'd)

(B) Other Terms and Conditions (Cont'd)

(6) The Customer must pay billed charges in full throughout the Term Period, excluding amounts properly disputed. Disputed amounts will not be counted toward the Customer's satisfaction of the MARC. The Telephone Company will exhaust its remedies under Ameritech Tariff F.C.C. No. 2, Section 2.4.1 before exercising any remedy under this Section. The Telephone Company will provide the Customer written notice (via registered letter) of non-compliance. The Customer will have thirty (30) days from receipt of the written notice to comply, which may be extended by mutual agreement of the Parties to allow the Parties to attempt to resolve any disputes. During this thirty (30) day period, or a period to be mutually agreed upon by the Parties, the Parties will cooperate in good faith to attempt to resolve any pending disputes. If, following that period, the Parties have exhausted attempts to resolve any pending disputes, or the Parties have resolved disputes and the Customer does not comply with written notice of non-compliance, the Telephone Company shall have the right to terminate this Contract Offer. In the event of termination by the Telephone Company, termination liability charges, as set forth in Section 22.183.10, will apply. Credits will not be issued until the Customer has paid all billed charges (excluding disputes). Any disputed billing amounts that have been resolved in favor of the Telephone Company are due and payable as described in Ameritech Tariff F.C.C. No. 2, Section 2.4.

(7) The Customer will continue to receive the benefit of rate stability, if any, for any existing Subject Services currently under a term payment plan with the Telephone Company as provided for in the applicable tariff section from which the Subject Services were purchased.

(8) If the Customer previously subscribed to Ameritech Tariff F.C.C. No. 2, Section 22, Contract Offer No. 136, the Telephone Company shall waive any termination liability charges that would otherwise apply pursuant to Contract Offer No. 136 as a result of the migration of Subject Services from Contract Offer No. 136 to this Contract Offer. Termination liability charges shall otherwise apply according to the terms of any applicable tariff. The Customer may migrate to this Contract Offer only services provided to the Customer under those ACNAs included in the Customer's LOS for the Contract Offer No. 136. Services purchased under other ACNAs or transferred from other ACNAs shall not be included in this Contract Offer. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)

22.183.5 Minimum Annual Revenue Commitment (MARC)

This Contract Offer requires the Customer to establish and comply with a Minimum Annual Revenue Commitment (MARC) for each year of the Term Period, as defined in Section 22.183.5(A). The MARC shall include all Contributory Services purchased from the Telephone Company available under this Contract Offer, or from the affiliated companies identified in Section 22.183.2(D).

(A) Establishing the MARC

(1) The Customer's Year 1 MARC, upon subscription to this Contract Offer, shall be $23 million, or four (4) times the Customer's most recent three (3) months' recurring revenue prior to the beginning of the Term Period, whichever is greater.

(2) The MARC will be re-established, effective on each Anniversary Date, beginning on the first anniversary. The MARC for Years 2 and 3 will be based on the Customer's actual monthly recurring revenue for all Contributory Services during the last three (3) months of the preceding year of the Term Period, multiplied by four (4), or the then-current MARC, whichever is greater.

Example 1: Term Period begins on January 1, 2009. The Year 1 MARC is established upon subscription at $23 million. The Customer's actual revenue from October 1, 2009 to December 31, 2009 is $6 million. The new Year 2 MARC, effective January 1, 2010, is $24 million ($6 million multiplied by 4 equals $24 million.)

Example 2: The Year 2 MARC is $24 million. The Customer's actual revenue to the Telephone Company from October 1, 2010 to December 31, 2010 is $5.5 million. The new Year 3 MARC, effective December 1, 2010, is $24 million. (The $24 million MARC is due to the fact that the MARC recalculation cannot result in a MARC lower than the current MARC.)

(B) Inclusion of Subject Services

(1) Revenues included in the MARC are limited to the following:

(a) Monthly billed recurring revenues, including (net of) any credits or discounts given under existing pricing plans (e.g., Term Payment Plan or Commitment Discount Plan), if applicable, for the Subject Services provided during the Term Period; or

(b) Any credits and adjustments made to monthly billed amounts for Subject Services which are purchased by the Customer during the Term Period.

All charges other than those listed in Section 22.183.5(B)(1) are excluded from the MARC. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)

22.183.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(C) Inclusion of Additional Contributory Services

The Customer may, at its option, include in this Contract Offer any Contributory Services previously being provided to the Customer by the Telephone Company pursuant to an intrastate tariff, provided, however, that the MARC must be increased to reflect the recurring annual revenues associated with the additional Contributory Services, as provided in Section 22.183.5.

Example Year 1 MARC = $23 million. If, during Year 1, Customer wishes to include $2 million of annual spend currently purchased from the Telephone Company under another tariff or contract offer, and if those services qualify as Contributory Services, the new Year 1 MARC is $25 million.

(D) Failure to Achieve the MARC

(1) The Customer and the Telephone Company shall exchange information quarterly, and shall meet quarterly, if necessary, to review the Customer's progress toward achieving the MARC for the term years. The Customer and the Telephone Company will meet in the ninth month of each year of the Term Period to discuss and address, if necessary, compliance with the Terms and Conditions of the Contract Offer prior to the Anniversary Date.

(2) If the Customer fails to comply with the MARC for any year during the Term Period, determined as of the Anniversary Date, the Customer will be required to remit an Annual True-up payment equal to the difference between the MARC and the Customer's actual billed recurring revenue for Contributory Services. The True-up calculation will be performed as follows:

MARC – Actual annual recurring revenues for Contributory Services = Annual True-up Amount

If the Customer fails to submit its Annual True-Up payment to the Telephone Company within thirty (30) days after notification by the Telephone Company, the Customer shall be deemed to have terminated its Contract Offer No. 183, and termination charges will apply as set forth in Section 22.183.10. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)

22.183.6 Discounts and Other Credits

(A) Discount Schedule and Application

On each Anniversary Date, if the Customer has complied with the MARC and is otherwise in compliance with this Contract Offer, the Customer shall be eligible to receive an annual Billing Credit of seven and one-half (7.5) percent of the Annual Recurring Charges for Subject Services, up to a maximum of $2,250,000. Billing Credits will be applied to the Customer's bill no later than ninety (90) days after each Anniversary Date. Recurring revenue generated from Subject Services that were not included in this Contract Offer at the time of subscription will not be eligible for Billing Credits, unless and until such services have been made Additional Contributory Services as provided by this Contract Offer.

MARC levels will be rounded up or down to the nearest $10,000.

Example: If the Customer meets the minimum MARC of $23 million for the sum of all Contributory Services, and has Subject Services revenue of $19,584,000, the Customer will be eligible to receive a credit of $1,489,050.

$19,854,000 X 7.5% = $1,489,050

22.183.7 Non-Recurring Charges

(A) Conversion of Existing and UNE Services

The Telephone Company will waive installation non-recurring charges (NRCs) associated with the conversion of UNEs or existing special access services to Subject Services purchased pursuant to this Contract Offer, except for Access Order charges.

In addition, the Telephone Company will waive NRCs associated with the conversion of existing UNE circuits which are converted to Special Access Services under the terms of this Contract Offer.

(B) New Subject Services

The Telephone Company will waive applicable installation NRCs for new Subject Services purchased pursuant to this Contract offer, except for Access Order Charges.

(C) To receive credits for installation NRCs as defined in 22.183.7(B), the Customer must be in compliance with all Terms and Conditions of this Contract Offer. Additionally, if the Customer fails to meet the MARC on an Anniversary Date pursuant to Section 22.183.5(A), and/or fails to pay the Annual True-Up as defined in Section 22.183.5(D), termination liability charges will apply as set forth in Section 22.183.10. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)

22.183.7 Non-Recurring Charges (Cont'd)

(D) In the event that the installation NRCs are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis.

The Customer must pay all other applicable non-recurring charges, including, but not limited to, rearrangement charges, special construction charges, access order charges, cancellation charges and Access Order Modification charges, as described in Ameritech Tariff F.C.C. No. 2, Section 5.2.2 for Subject Services pursuant to this Contract Offer.

22.183.8 Portability

The Telephone Company will waive termination liability charges for moves and/or disconnection of Subject Services. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis. In order to receive credits, or a waiver of termination liability charges for such moves and/or disconnects, the following conditions must be met:

(A) The Customer must be in compliance with all Terms and Conditions of this Contract Offer;

(B) The Customer shall be permitted to move and/or disconnect Subject Services from any of the identical Contract Offers, as described in Section 22.183.2(D);

(C) DS1 Subject Services must have been in service for a minimum of one (1) month from the original installation date; and

(D) DS3 Subject Services must have been in service for a minimum of one (1) year from the original installation date.

22.183.9 Mergers and Acquisitions Involving the Customer

The Terms and Conditions of this Contract Offer shall continue in full force and in effect notwithstanding any merger or acquisition affecting the Customer or the Telephone Company. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, Terms and Conditions, as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)

22.183.10 Termination Liability

(A) Termination Liability Charges

Termination liability language, described below, applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 7. If the Customer terminates Contract Offer No. 183 before the completion of the term for any reason whatsoever (other than a material default by the Telephone Company), the Customer must pay the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification ninety (90) days prior to the desired date of termination to the Telephone Company. This notification must include the date upon which the Customer will terminate the Contract Offer. If the Customer fails to meet any of the eligibility criteria in Section 22.183.2, or fails to meet any of the Terms and Conditions in Section 22.183.3, then the Telephone Company shall provide the Customer with written notification of such non-compliance, and the Customer will have sixty (60) days to comply. If the Customer does not comply within such time period, the Customer will be deemed to have terminated its participation in Contract Offer No. 183, and termination liability charges will apply, as stated below, and will be payable pursuant to Ameritech Tariff F.C.C. No. 2, Section 2.4.

The Customer's termination liability charge shall be equal to the following: If the Customer terminates the Contract Offer prior to the expiration of a term year, one-hundred (100) percent of all Discounts (including non-recurring charges and early termination charges) received under Contract Offer No. 183 for the preceding six (6) months immediately prior to the date of termination, plus the following schedule:

(1) If terminated in Year 1, 12.5 percent of the Year 1 MARC for the remaining portion of Year 1, plus 12.5 percent of the Year 1 MARC for the remaining years of the Term Period.

(2) If terminated in Year 2, 12.5 percent of the Year 2 MARC for the remaining portion of Year 2, plus 12.5 percent of the Year 2 MARC for Contact Year 3.

(3) If terminated in Year 3, 10 percent of the Year 3 MARC for the remaining portion of Contract Year 3. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)

22.183.10 Termination Liability (Cont'd)

(B) New Special Access Service Offerings

If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Services provided under this Contract Offer, the Customer will be permitted to enter into a new contract offer, or other contract or tariff arrangement, to purchase the new service offerings from the Telephone Company in substitution for the Subject Services provided under this Contract Offer, without incurring termination liability under this Contract Offer, provided, however, that the Customer's Contract Offer, or other contract or tariff governing the new service offerings, must include a term period and revenue commitment that are the same as, or greater than, this Contract Offer.

(C) This Section 22.183.10 sets forth the sole and exclusive remedies for termination of this Contract Offer No. 183, except for charges due and payable for Contributory Services rendered prior to the date of termination, and any non-recurring charges and/or termination liability charges that may become due and payable in accordance with Sections 22.183.7 and 22.183.10. (N)

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(N)

22. Pricing Flexibility Contract Offerings

22.184 Contract Offer No. 184 – DS3 IOF Transport Bundle Service Offer

22.184.1 General Description

DS3 Inter-Office Facility (IOF) Transport Bundle Service Offer is an access discount pricing plan that provides discounts on Monthly Recurring Charges (MRCs) for certain services located in the Pricing Flexibility Metropolitan Statistical Areas (MSAs) listed in Section 22.184.2. Qualified services are listed in Section 22.184.2 and must meet the Eligibility Criteria described in Section 22.184.2. Contract Offer No. 184 is available for subscription from March 3, 2009 to May 31, 2009. This Contract Offer is not renewable.

22.184.2 Eligibility Criteria

(A) This Contract Offer applies to DS3 Special Access Services, as described in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Section 7 (Subject Services).

(B) Contract Offer No. 184 applies to Subject Services located in any of the Pricing Flexibility MSAs:

Champaign/Urbana, IL; Chicago, IL; Davenport/Rock Island/Moline, IL; Decatur, IL; Peoria/Pekin, IL; Rockford, IL; Springfield, IL; St. Louis, IL; Anderson, IN; Bloomington, IN; Evansville/Henderson, IN; Fort Wayne, IN; Indianapolis, IN; Kokomo, IN; Louisville, IN; Muncie, IN; Non-MSA, IN; South Bend, IN; Battle Creek, MI; Detroit/Ann Arbor, MI; Flint, MI; Grand Rapids, MI; Jackson, MI; Kalamazoo, MI; Lansing, MI; Saginaw-Bay City-Midland, MI; Akron, OH; Cleveland/Lorain/Elyria, OH; Cincinnati, OH; Columbus, OH; Dayton, OH; Hamilton-Middletown, OH; Toledo, OH; Youngstown/Warren, OH; Appleton/Oshkosh/Neenah, WI; Eau Claire, WI; Green Bay, WI; Janesville, WI; Kenosha, WI; Madison, WI; Milwaukee/Waukesha, WI; Non-MSA, WI; Racine, WI; and Sheboygan, WI.

(C) Subject Services must be new installations. Services that were being provided to the Customer by the Telephone Company prior to the Customer's subscription to this Contract Offer are not eligible for this Contract Offer.

(D) This Contract Offer is available only where facilities exist.

(E) Subject Services must originate from a Dedicated SONET Ring Service (DSRS) Ring, or OCN Point–to-Point Service, provided by the Telephone Company, and terminate at either a 3:1 multiplexer in an AT&T Central Office or a DS3 LDC Service Channel at an End User location.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.184 Contract Offer No. 184 – DS3 IOF Transport Bundle Service Offer (Cont'd)

22.184.2 Eligibility Criteria (Cont'd)

(F) This Contract Offer does not apply to DSRS DS3 ports or DS3 services terminated to collocation.[1]

22.184.3 Terms and Conditions

(A) The Customer shall purchase each Subject Service under a Term Pricing Plan (TPP) (as provided in Ameritech Tariff F.C.C. No. 2, Sections 7 and 21) with a term commitment of twelve (12), thirty-six (36), or sixty (60) months (Service Term), to be selected by the Customer. The Service Term for each Subject Service shall begin on the date billing begins for that Subject Service. Upon expiration of the Service Term, the Subject Service(s) shall be provided under the applicable month-to-month rates described in Sections 7 and 21, unless the Customer:

(1) Selects from the TPP options listed in Sections 7 and 21; or

(2) Disconnects the Subject Service(s).

(B) General Terms and Conditions

(1) Subject Services provided under this Contract Offer are subject to certain rates, charges, and general terms and conditions described in Sections 2, 5, and 13, as applicable.

(2) To subscribe to this Contract Offer, Customers must submit a signed Letter of Subscription (LOS) to the Telephone Company.

(3) Within sixty (60) days after submitting its signed LOS, the Customer must submit access order(s) pursuant to this Contract Offer and may submit additional access orders to purchase additional Subject Services thereafter, provided, however, that all Subject Services must have an installation completion date on or before August 31, 2009. Notwithstanding the foregoing, Subject Services that are ordered no later than July 31, 2009, but are assigned completion dates beyond August 31, 2009, as a result of Telephone Company reasons, shall be eligible for this Contract Offer.

[1] DSRS services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. (N)

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(N)

22.Pricing Flexibility Contract Offerings (Cont'd)

22.184 Contract Offer No. 184 – DS3 IOF Transport Bundle Service Offer (Cont'd)

22.184.3 Terms and Conditions (Cont'd)

(A) General Terms and Conditions (Cont'd)

(4) If the Customer discontinues service under Contract Offer No. 184 during the Service Term, or if the Customer breaches any of the Terms and Conditions of this Contract Offer or any other applicable tariff provision, termination liability charges will apply in accordance with Section 22.184.7.

(5) This Contract Offer cannot be combined with any other discount, promotional offering or other pricing flexibility contract offer unless explicitly stated in such other discount plan, promotional offering or pricing flexibility contract offer.

(6) Commingling shall be defined as provided in Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.

(7) If the Customer requests additional service, features and functions not included in Section 22.184.4, the Customer will pay the tariff rates as contained in Sections 7 and 21, as applicable.

22.184.4 Rates and Charges

(A) Monthly Recurring Charges (MRCs)

The Customer must pay the MRCs, listed below, for new DS3 IOF Transport Bundle Service ordered under this Contract Offer. Any rate element not described herein will be subject to the applicable tariff rates provided in Sections 7 and 21.

Generally applicable Non-Recurring Charges (NRCs) shall apply.

DS3 IOF Transport Bundle USOCs

Elements	USOCs	1 Year Term	3 Year Term	5 Year Term
DS3 IOF Channel Mileage (Fixed and Per Mile), with 1 – 15 IOF miles	CZ4X* (1-5) and 1YZX* (1-5)	$650	$450	$350
DS3 IOF Channel Mileage (Fixed and Per Mile), with 16 – 25 IOF miles	CZ4X* (1-5) and 1YZX* (1-5)	$800	$600	$500

(N)

(This page filed under Transmittal No. 1693)

(N)

22.Pricing Flexibility Contract Offerings (Cont'd)

22.184 Contract Offer No. 184 – DS3 IOF Transport Bundle Service Offer (Cont'd)

22.184.5 Assignment/Transfer/Successors

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

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

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

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

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

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section is not available, the Telephone Company shall exercise its reasonable discretion to determine the credit worthiness of the assignee or transferee based on any information available.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.184 Contract Offer No. 184 – DS3 IOF Transport Bundle Service Offer (Cont'd)

22.184.6 Mergers/Acquisitions

All provisions of this Contract Offer shall continue in full force and effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, and Terms and Conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

22.184.7 Termination Liability

Subject Services shall be subject to termination liability, as provided in this Contract Offer, in lieu of the termination liability language contained in Section 7 for DS3 Service. If the Customer terminates services before the completion of the Term Period for any reason, or if the Customer breaches any of the Terms and Conditions of this Contract Offer or any other applicable tariff provision, the Customer must pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination, and are payable as described in Section 7. The Customer's termination liability for cancellation of service shall be equal to fifty (50) percent of all MRCs for the balance of the Service Term applicable to the relevant Subject Service(s).

> Example: A Customer with a $600 DS3 IOF Transport Bundle MRC terminates service after two (2) years, and has twelve (12) months remaining in a thirty-six (36) month term plan. The termination liability would be calculated as:
>
> $600 X 12 X 50% = $3,600 termination liability charge.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (N)

22.185 Contract Offer No. 185 – Access Service Offer

22.185.1 General Description (N)

(Nx) The Special Access Service Offer (Contract Offer No. 185) is a plan for which concurrent subscription is required to this Contract Offer and the following additional contract offers: Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, Contract Offer No. 21; Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Contract Offer No. 149; The Southern New England Telephone (SNET) Tariff F.C.C. No. 39, Contract Offer No. 43; Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Contract Offer No. 162; and BellSouth Telecommunications, Inc. (BellSouth) Tariff F.C.C. No. 1, Contract Offer No. 62 (the “Concurrently Subscribed Contract Offers”). NBTC, PBTC, SNET, SWBT, Ameritech, and BellSouth are identified herein as the “Qualified Companies.” (Nx)

(N) Contract Offer No. 185 requires eligible customers to satisfy a Minimum Annual Revenue Commitment (MARC), applicable collectively to all of the Concurrently Subscribed Contract Offers, during each Term Year of the Contract Term. Revenue included in the MARC consists of recurring revenue from all MARC-Eligible Services (as defined in Section 22.185.2 of this Contract Offer) and from MARC-eligible services provided under the other Concurrently Subscribed Contract Offers.

Contract Offer No. 185 will be available for subscription only from March 25, 2009 through April 25, 2009. This Contract Offer is not renewable. (N)

(x) Issued under the authority of Special Permission No. 09-004 of the F.C.C.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.185 Contract Offer No. 185 – Access Service Offer (Cont'd)

22.185.2 MARC-Eligible Services

Revenue included in the MARC under this Contract Offer includes all recurring revenue from all MARC-Eligible Services purchased from the Telephone Company under this Contract Offer. MARC-Eligible Services include both Subject Services, listed in Table A, below, and Non-Subject Services, listed in Table B, below. Revenue included in the MARC also includes MARC-eligible services provided pursuant to the other Concurrently Subscribed Contract Offers.

(A) Subject Services

Subject Services are listed in Table A, below. Subject Services are eligible for discounts and other incentives provided under this Contract Offer.

All rates, terms and conditions for Subject Services are governed by the applicable tariff sections, except as noted in this Contract Offer.

Table A – Subject Services

Service Type	Service
Interstate Special Access	Voice Grade
	DS0
	DS1
	DS3
	Switched Access Transport (excluding such service provided by BellSouth Telecommunications, Inc.)
	SONET Xpress
	Shared Transport Network (STN)
	Relianet
	Broadband Circuit Service (BCS)
	SNET SONET Network Service (SSNS)
	Lightgate Services (DS3)
	SMARTGate
	SMARTPath DS1 and DS3
Intrastate Special Access	Equivalent services provided as Interstate Special Access above, subject to the terms and conditions of this Contract Offer

(N)

ACCESS SERVICE

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.185 Contract Offer No. 185 – Access Service Offer (Cont'd)

22.185.2 MARC-Eligible Services (Cont'd)

(B) Non-Subject Services

Non-Subject Services are listed in Table B, below. Recurring revenue attributable to Non-Subject Services will be included in the Customer's revenue for purposes of determining and satisfying the Customer's MARC under this Contract Offer, but are not otherwise subject to the rates, Terms and Conditions of this Contract Offer. In particular, but without limitation, Non-Subject Services are not eligible for credits or other incentives provided under this Contract Offer.

Table B – Non-Subject Services

Service Type	Service
Interstate Special Access	OCN (Optical Carrier Network) Point-to-Point
	Dedicated SONET Ring Service (DSRS)
	SONET Ring and Access Service (SRAS)
	GigaMAN (Gigabit Ethernet Metropolitan Area Network)
	Multi-service Optical Network (MON) Ring Service
	OPT-E-MAN (Optical Ethernet Metropolitan Area Network)
	DecaMAN (10 Gigabit Ethernet Metropolitan Area Network)
	WaveMAN (Wavelength Metropolitan Area Network)
	Serial Component Video Service (SCVS)
	AVS 270 Video Service
	SMARTRing Services
	Lightgate Services - OCN
	Metro Ethernet Services
	Wavelength Services
Intrastate Special Access	Equivalent services provided as Interstate Special Access above, subject to the terms and conditions of this Agreement.

(N)

(This page filed under Transmittal No. 1695)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.185 Contract Offer No. 185 – Access Service Offer (Cont'd)

22.185.3 Eligibility Criteria

The Customer must satisfy the following Eligibility Criteria to qualify for this Contract Offer:

(A) Contract Offer No. 185 is available for special access services for which the Telephone Company has been granted pricing flexibility and which are located in MSAs for which the Telephone Company has been granted pricing flexibility, as listed in Ameritech Tariff F.C.C. No. 2, Section 21. During the Term Period (as defined in Section 22.185.4(B)), if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 21 at the time of subscription, the Customer may, at its option, include Subject Services eligible for the calculation of credits under this Contract Offer.

(B) The MARC-Eligible Services must be located within the "Operating Territory" of the Telephone Company, as described in Ameritech Tariff F.C.C. No. 2, Section 14 (Operating Territory); (N)

(Nx)

(C) The Customer must concurrently subscribe to this Contract Offer and the following additional contract offers:

- NBTC Tariff F.C.C. No. 1, Contract Offer No. 21;
- PBTC Tariff F.C.C. No. 1, Contract Offer No. 149;
- SNET Tariff F.C.C. No. 39, Contract Offer No. 43;
- SWBT Tariff F.C.C. No. 73, Contract Offer No. 162; and
- BellSouth Tariff F.C.C No. 1, Contract Offer No. 62. (Nx)

(N)

22.185.4 Terms and Conditions

The following Terms and Conditions apply to this Contract Offer No. 185:

(A) Subscription

To subscribe to Contract Offer No. 185, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company. The LOS must list all Access Customer Name Abbreviations (ACNAs) that the Customer designates for inclusion in this Contract Offer ("Eligible ACNAs"). Services ordered or purchased under ACNAs that are not Eligible ACNAs may not be transferred to, or converted to, or otherwise included in this Contract Offer.

(N)

(x) Issued under the authority of Special Permission No. 09-004 of the F.C.C.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.185 Contract Offer No. 185 – Access Service Offer (Cont'd)

22.185.4 Terms and Conditions (Cont'd)

(B) Term Period

The term of this Contract Offer ("Term Period") shall begin on the date the Letter of Subscription (LOS) is received from the Customer ("Effective Date"), and shall end on December 31, 2012. Upon expiration or termination of this Contract Offer, the Telephone Company will issue to the Customer all credits earned under this Contract Offer prior to the effective date of such termination or expiration, provided that the Customer has complied with all relevant Terms and Conditions of this Contract Offer through the effective date of the termination or expiration; except as provided to the contrary in Section 22.185.9. Following termination or expiration of this Contract Offer, all credits provided under this Contract Offer will cease, and will no longer apply to any services provided by Telephone Company during or after the Term Period of this Contract Offer regardless of any applicable Service Term.

(C) The Customer agrees to a Minimum Annual Revenue Commitment (MARC) of $145,000,000. Revenue contributing to the satisfaction of the MARC will include, in the aggregate, recurring revenue for MARC-Eligible Services, as defined in Section 22.185.2 of this Contract Offer, and MARC-eligible services, as defined in the other Concurrently Subscribed Contract Offers listed in Section 22.185.3(D). The MARC shall apply during each Term Year of this Contract Offer.

(D) Credits earned by the Customer under this Contract Offer No. 185 and the other Concurrently Subscribed Contract Offers shall be applied as described in Section 22.185.6(A), below, and in the analogous sections of the other Concurrently Subscribed Contract Offers.

(E) Subject Services are subject to certain rates, charges and general terms and conditions in other sections of Ameritech Tariff F.C.C. No. 2 (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services), and such terms and conditions may be modified through the filing of tariff changes at any time during the Contract Term. However, such tariff modifications will not change the Terms and Conditions described in Contract Offer No. 185.

(N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.185 Contract Offer No. 185 – Access Service Offer (Cont'd)

22.185.4 Terms and Conditions (Cont'd)

(F) This Contract Offer No. 185 is available March 25, 2009 through April 25, 2009.

(G) Subject Services may not be purchased pursuant to: (i)any discount or
credit plans or offerings based on revenue or purchase volume
commitments; (ii) any pricing flexibility contract offers; or any of the (N)
following: Managed Value Plan (MVP) Ameritech Tariff FCC 2 Section (Nx)
19, SWBT Tariff FCC 73 Section 38, and PBTC Tariff FCC 1 Section 22;
Area Commitment Plan (ACP) BellSouth Tariff FCC 1 Section 2.4.8 (B);
Transport Advantage Plan (TAP) BellSouth Tariff FCC 1 Section 2.4.8
(H); and Fast Packet Savings Plan (FSP) BellSouth Tariff FCC 1 Section
2.4.8 (F), unless such other offering expressly (i) refers to this Contract (Nx)
Offer, and (ii) permits the application of such incentives, credit or (N)
discount, provided, however, that the Customer may purchase Subject
Services pursuant to generally available tariffed term pricing plans,
excluding those listed above.

(H) The Customer must pay all billed charges in full when they become due, excluding amounts properly disputed. The Telephone Company will provide the Customer written notice of any non-compliance. The Customer will have ten (10) business days from receipt of the written notice to comply. If the Customer fails to comply, such failure shall be deemed to be a material breach of this Contract Offer and the Contract Offer will be terminated. Termination liabilities as described in Section 22.185.9, below, will apply. Credits to be provided under this Contract Offer will not be issued unless and until the Customer has paid all billed charges, excluding amounts properly disputed, and unless the Customer is otherwise in material compliance with this Contract Offer.

(N)

(x) Issued under the authority of Special Permission No. 09-004 of the F.C.C.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.185 Contract Offer No. 185 – Access Service Offer (Cont'd)

22.185.5 Minimum Annual Revenue Commitment (MARC)

(A) Satisfaction of the MARC

Satisfaction of the MARC shall be determined according to the recurring revenue attributable to: (i) MARC-Eligible Services (defined in Section 22.185.2), as billed by the Telephone Company, plus any Shortfall Amounts paid by the Customer and applicable to the year to which the Shortfall Amount applies, as provided in Section 22.185.6(F), and (ii) MARC-eligible services as defined in the other Concurrently Subscribed Contract Offers, plus any applicable true-up amounts provided for therein. To be included, recurring revenue must be billed under the Eligible ACNAs. For clarification, but not by way of limitation, the MARC shall exclude non-recurring charges, usage-based charges, temporary service charges, Unbundled Network Element ("UNE") charges and charges for Switched Access Dedicated Transport purchased from BellSouth. Services included in the MARC shall include both services ordered prior to the date upon which the Customer subscribes to this Contract Offer and services ordered during the Term Period.

(B) Monthly and Annual Review of MARC Revenue

AT&T will review revenues for MARC-Eligible Services within thirty (30) days after the end of each month during the Term Period (a "Monthly Review") and within thirty (30) days after the end of each Term Year ("Annual Review").

22.185.6 Billing and Credits

(A) Monthly Credits

For each month of the Contract Term, the Customer may be eligible for a Monthly MARC Credit under this Contract Offer and the other Concurrently Subscribed Contract Offers ("Monthly MARC Credits" or "MMC").

The Telephone Company will issue MMC to the Customer for any month during the Contract Term for which MARC-Eligible Revenue is at least one-twelfth of the MARC (the "Monthly MARC"), to be determined according to the Monthly Review. The Telephone Company will apply the MMC to the Customer's bill no later than sixty (60) days from the last bill period, or from the end of month in which it was achieved.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.185 Contract Offer No. 185 – Access Service Offer (Cont'd)

22.185.6 Billing and Credits (Cont'd)

(A) Monthly Credits (Cont'd)

The aggregate amounts of Monthly MARC Credits under this Contract Offer and the other Concurrently Subscribed Contract Offers shall be as provided in Table C. The Monthly Credits shall be divided among this Contract Offer and the other Concurrently Subscribed Contract Offers in proportion to the billing incurred for the MARC-Eligible Services under this Contract Offer and the MARC-eligible services in each of the other Concurrently Subscribed Contract Offers. Credits shall not be posted if the Customer is in material breach of this Contract Offer, or in material breach of the terms and conditions governing the Subject Services, including, without limitation, failure to pay any undisputed amount due for Subject Services, until such breach is cured or payment for undisputed amounts is made by Customer.

Table C:

Term Year	Monthly MARC Credit (MMC)
Year 1	$666,667
Year 2	$666,667
Year 3	$666,667
Year 4	$666,667

(B) Annual True-Up

(i) If, based on the Annual Review, the Customer's MARC Eligible Revenue for a Term Year is equal to or greater than the MARC, the Telephone Company will issue to the Customer any MMC not previously issued as a result of Customer's failure to meet the Monthly MARC during any month of that Term Year.

(ii) If, based on the Annual Review, the Customer's MARC-Eligible Revenue for a Term Year is less than the MARC, the Telephone Company shall bill, and the Customer shall pay, the difference between the Customer's MARC-Eligible Revenue and the MARC for that Term Year (a "Shortfall Amount"). The Telephone Company will bill the Shortfall Amount, which will be applied to the Customer's billings for Subject Services, within sixty (60) days after the end of the applicable Term Year. Payment of the Shortfall Amount will satisfy the Customer's MARC obligation for the year to which the Shortfall Amount applies. Upon payment of any applicable Shortfall Amount, the Telephone Company shall issue to the Customer any credits for that year; provided the Customer is otherwise in compliance with the Terms and Conditions of this Contract Offer.

(N)

ACCESS SERVICE

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.185 Contract Offer No. 185 – Access Service Offer (Cont'd)

22.185.7 Assignment/Transfer/Successors

Neither party shall assign or otherwise transfer this Contract Offer, or its rights or obligations hereunder, to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, provided, however, that either party shall have the right, without the consent of but with notice to the other party, to assign or otherwise transfer this Contract Offer to any person or entity that controls, is under the control of, or is under common control with the assigning party. Further, the Telephone Company may also, without Customer's consent, assign its rights and obligations under this Contract Offer to an affiliate, or subcontract to an affiliate or a third party work to be performed under this Contract Offer. Any such assignment or other transfer shall be subject to the other party's rights under this Contract Offer, and any assignee or transferee shall continue to perform the assigning or transferring party's obligations under this Contract Offer, and the assignor or transferor will remain financially responsible for the performance of this Contract Offer and/or its obligations hereunder. Any assignment or other transfer of this Contract Offer or the rights or obligations hereunder, or any attempt to do either, in violation of this provision, shall be void.

22.185.8 Mergers/Acquisitions

All provisions of this Contract Offer shall continue in full force and in effect notwithstanding any merger or acquisition affecting a party. A merger or acquisition shall include, without limitation, any transaction in which the party, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of a merger of acquisition, if another entity involved in the merger or acquisition purchases any service from any Telephone Company entity, such service shall not be included in this Contract Offer for any purpose. The "Transaction Close Date" shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.185 Contract Offer No. 185 – Access Service Offer (Cont'd)

22.185.9 Termination

Termination Liability Charge

If, prior to the completion of the Contract Term, the Customer terminates this Contract Offer for any reason other than material breach by the Telephone Company, or if the Telephone Company terminates this Contract Offer as a result of a material breach by the Customer, the Customer must pay a termination liability charge in the amount of:

One-twelfth (1/12) of the MARC in effect at the time of termination (rounded up to the nearest hundred dollars) multiplied by the number of months remaining in the Contract Term, multiplied by six percent (6%); and

Fifty percent (50%) of all MMC issued during the twelve (12) months prior to termination of this Contract Offer.

Any credits earned, but not paid, at the time of termination will not be paid to the Customer.

Upon termination of this Contract Offer, Subject Services shall be provided at the rates provided in Section 4, above, unless they are disconnected.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (N)

22.186 Contract Offer No. 186 – Access Service Offer

22.186.1 General Description

The Access Service Offer (Contract Offer No. 186) is an access plan for which concurrent subscription is required to the following Access Tariffs: (N) BellSouth Telecommunications, Inc. (BellSouth) Tariff F.C.C. No. 1, Contract Offer No. 64; (Nx) Ameritech Operating Companies (Ameritech) Tariff F.C.C. No 2, Contract Offer No. 186; Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Contract Offer No. 150; The Southern New England Telephone (SNET) Tariff F.C.C. No. 39, Contract Offer No. 44; and Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Contract Offer No. 163 (collectively, the “Concurrently Subscribed Contract Offers”). BellSouth, Ameritech, PBTC, SNET and SWBT shall be identified herein as the “Qualified Companies.” (Nx)

(N) Contract Offer No. 186 requires eligible Customers to satisfy a Minimum Annual Revenue Commitment (MARC), as defined in Section 22.186.5. The MARC will consist of recurring revenues from, in the aggregate, all Subject Services purchased from Ameritech Operating Companies (“Ameritech” or “Telephone Company”) and all “Subject Services” as defined in the other Concurrently Subscribed Contract Offers described in Section 22.186.3(B).

Subject Services provided by the Telephone Company are described in Section 22.186.2.

This Contract Offer No. 186 is available for subscription only from July 8, 2009 through August 8, 2009. This offer is not renewable.

(x) Issued under Authority of Special Permission No. 09-022 of F.C.C.

(N)

ACCESS SERVICE

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.186 Contract Offer No. 186 – Access Service Offer (Cont'd)

22.186.2 Subject Services

Subject Services are listed in Table A, below. Each Subject Service under this Contract Offer must be ordered and purchased pursuant to a three (3) year term commitment, pursuant to Section 21.5.2.7, as applicable.

Table A – Subject Services

Subject Services	
Interstate Special Access	DS1 & DS3
Includes only those services listed above and located in Phase I or Phase II Pricing Flexibility Metropolitan Statistical Areas (MSAs).	

(A) Subject Services ordered and purchased by the Customer pursuant prior to its subscription to this Contract Offer will be referred to as "Existing Subject Services."

(B) Subject Services that were not being purchased from the Telephone Company prior to its subscription to this Contract Offer will be referred to as "New Subject Services."

(C) All terms and conditions for the Subject Services are governed by the respective tariff sections, except as provided to the contrary in this Contract Offer No. 186.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.186 Contract Offer No. 186 – Access Service Offer (Cont'd)

22.186.3 Eligibility Criteria

The following Eligibility Criteria apply to this Contract Offer No. 186:

(A) All Subject Services must be located in the MSAs for which the Telephone Company has been granted pricing flexibility, as listed in Ameritech Tariff F.C.C. No. 2, Section 21. During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 21 at the time of subscription, the Customer may, at its option, include Subject Services provided in such additional MSAs in this Contract Offer No. 186, as described in 22.186.2(A), herein. (N)

(B) The Customer must concurrently subscribe to, and purchase service under, each of the following Contract Offers: (Nx)

- BellSouth Tariff F.C.C. No 1, Contract Offer No. 64;
- Ameritech Tariff F.C.C. No. 2, Contract Offer No. 186;
- PBTC Tariff F.C.C. No. 1, Contract Offer No. 150;
- SWBT Tariff F.C.C. No. 73, Contract Offer No. 163; and
- SNET Tariff F.C.C. No. 39, Contract Offer No. 44. (Nx)

(C) During the month prior to the Customer's subscription to this Contract Offer, the Customer must have been purchasing DS1 and DS3 interstate special access services from each of the Qualified Companies. (N)

(D) During the month prior to the Customer's subscription to this Contract Offer, no less than fifty-five (55) percent of the monthly recurring charges billed by the Qualified Companies to the Customer, in the aggregate, must be for Ethernet services[1].

(x) Issued under Authority of Special Permission No. 09-022 of F.C.C. (N)

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[1] GigaMAN, DecaMAN,® WaveMAN,℠ and Opt-E-MAN services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at `http://cpr.bellsouth.com/guidebook/`.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.186 Contract Offer No. 186 – Access Service Offer (Cont'd)

22.186.3 Eligibility Criteria (Cont'd)

(E) The Customer's subscription to, and purchase of Subject Services from, the Qualified Companies under the Concurrently Subscribed Contract Offers must include all of the Customer's subsidiaries and affiliates.

(F) At the time of the Customer's subscription to this Contract Offer, neither the Customer nor any of its affiliates may order or may be purchasing (including the continuing purchase of services previously ordered) any special access service from any of the Qualified Companies pursuant to any other pricing flexibility contract offer, broadband service agreement or other individually negotiated arrangement that includes a revenue or volume commitment, including, without limitation, any minimum annual revenue commitment ("MARC"), quarterly revenue objective ("QRO") or similar commitment), unless the other tariff, contract or other arrangement refers specifically to the Concurrently Subscribed Contract Offers, provided, however, that this provision shall not preclude the Customer from subscribing to and purchasing Subject Services under this Contract Offer if the Customer is purchasing interstate special access services pursuant to an individual case basis (ICB) contract containing a commitment requiring the Customer to purchase a stated minimum number of services or rate elements.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.186 Contract Offer No. 186 – Access Service Offer (Cont'd)

22.186.4 Terms and Conditions

The following Terms and Conditions apply to this Contract Offer No. 186:

(A) Subscription

To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company. The LOS shall list the ACNAs of the Customer and all such affiliates and subsidiaries ("Eligible ACNAs"). Services ordered or purchased under other ACNAs may not be transferred to or otherwise included in this Contract Offer, except as expressly provided herein.

(1) The Customer may purchase Subject Services pursuant to this Contract Offer under ACNAs other than Eligible ACNAs ("Other ACNAs"), and/or the Customer may transfer Subject Services from Other ACNAs to Eligible ACNAs, upon thirty (30) day written notice by the Customer. Subject Services purchased under or transferred from Other ACNAs shall be deemed to be New Subject Services upon their purchase under or transfer to this Contract Offer.

(2) If the Customer purchases Subject Services pursuant to this Contract Offer under Other ACNAs, and/or if services are transferred from Other ACNAs to Eligible ACNAs, the MARC shall be increased to reflect such purchase under or inclusion in this Contract Offer. The amount by which the MARC is increased shall be equal to the billed monthly recurring charges (MRCs) applicable to the services included in or transferred to this Contract Offer from Other ACNAs times: (a) the number of months remaining in the current Term Year, for purposes of determining the MARC for the current Term Year; and/or (b) twelve (12), for purposes of determining the MARC for each Term Year thereafter.

(N)

ACCESS SERVICE

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.186 Contract Offer No. 186 – Access Service Offer (Cont'd)

22.186.4 Terms and Conditions (Cont'd)

(B) Term Period

The term of this Contract Offer No. 186 (Term Period) shall be thirty-six (36) months, beginning on the date the Letter of Subscription (LOS) is signed by the Customer and the Telephone Company. Each twelve (12) month period of the Term Period (i.e., the first (1st) through twelfth (12th) month, the thirteenth (13th) through twenty-fourth (24th) month and the twenty-fifth (25th) through thirty-sixth (36th) month)), beginning with the date of the Customer's subscription, shall be referred to as a Term Year. This Contract Offer, including, without limitation, the issuance of credits pursuant to this Contract Offer, shall cease upon the expiration of the Term Period.

(C) Service Term

Each Subject Service shall be subject to a three (3) year term commitment, which shall begin as provided below (Service Term). Upon expiration of the Term Period of this Contract Offer, each Subject Service shall be provided for the remainder of the applicable Service Term according to the rates, terms and conditions applicable to a three (3) year term commitment pursuant to Section 21.5.2.7, as applicable.

(1) The Service Term for each Existing Subject Service shall begin on the date such Subject Service was placed in service or began its existing term commitment (that is, its term commitment prior to subscription to this Contract Offer), whichever is later.

(2) The Service Term for each New Subject Service shall begin on the date the Subject Service is placed in service.

(D) Subject Services purchased under this Contract Offer shall not be included in any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement unless expressly permitted by such other pricing flexibility contract offer or other arrangement.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.186 Contract Offer No. 186 – Access Service Offer (Cont'd)

22.186.4 Terms and Conditions (Cont'd)

(E) All terms and conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein. Subject Services are subject to certain rates, charges and general terms and conditions in other sections of Ameritech Tariff F.C.C. No. 2 (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services), and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. However, such tariff modifications will not change the Terms and Conditions described in Contract Offer No. 186.

(F) Commingling is defined in Ameritech Tariff F.C.C. No. 2, Section 2.6. Commingling of Subject Services provided pursuant to this Contract Offer No. 186 is prohibited.

(G) Portability

The Telephone Company will waive termination liability charges for moves and/or disconnection of Subject Services, not to exceed five hundred (500) DS1 and/or DS3 Subject Services, subject to the conditions listed below. In the event that termination liability charges for any moves and/or disconnections eligible for waiver under this provision are billed by the Telephone Company, the Telephone Company will issue credits for such charges on a quarterly basis. To receive credits for termination liability charges for such moves and/or disconnects for New and Existing Subject Services, the following conditions must be satisfied:

(1) The Customer must be in compliance with all Terms and Conditions of this Contract Offer.

(2) Any Existing Subject Service must have been in service for a minimum of twelve (12) months from its installation date to its disconnection date.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.186 Contract Offer No. 186 – Access Service Offer (Cont'd)

22.186.4 Terms and Conditions (Cont'd)

(G) Portability (Cont'd)

(3) Any New Subject Service must have been in service for a minimum of eighteen (18) months from its installation date to its disconnection date.

22.186.5 Minimum Annual Revenue Commitment (MARC)

(A) The Customer shall be subject to a Minimum Annual Revenue Commitment (MARC). The MARC shall include all revenue from MRCs associated with, in the aggregate, all Subject Services as provided in 22.186.2 of this Contract Offer No. 186, and all Subject Services as provided in the other Concurrently Subscribed Contract Offers identified in 22.186.3(B) (MARC Revenue). MARC Revenue shall also include any Termination Liability Charges paid, but not credited quarterly pursuant to Section 22.186.4 (G), above, for Subject Services. MARC Revenue shall specifically exclude non-recurring charges (NRCs), usage based charges and temporary service charges. The Customer's MARC obligation shall be a continuing obligation during the entire Term Period, which shall survive any breach or termination of this Contract Offer by the Customer.

(B) The Customer's MARC shall be the Customer's MRCs, determined in the same manner and with respect to the same services as applicable to the determination of MARC Revenue, as provided in Section 22.186.5(A) during the three (3) billing months immediately prior to the date upon which the Customer subscribes to this Contract Offer, multiplied by four (4), provided, however, that the MARC shall be subject to increase upon the inclusion of, or transfer of services from, Other ACNAs, as provided in 22.186.4.

(C) Annual True-up: Following the end of each Term Year, the Qualified Companies will compare the Customer's MARC Revenue to the MARC. If the Customer's MARC Revenue for the Term Year is less than the MARC, the Qualified Companies will bill, and the Customer must pay, the difference between the Customer's MARC Revenue and the MARC (True-up Amount). The Qualified Companies will bill the True-up Amount as a single debit entry for, in the aggregate, this Contract Offer and all of the other Concurrently Subscribed Contract Offers, which amount shall be billed the same BAN designated by the Customer.

(This page filed under Transmittal No. 1700) (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.186 Contract Offer No. 186 – Access Service Offer (Cont'd)

22.186.6 Discounts and Other Credits

(A) Monthly Recurring Charges (MRCs) – New Subject Services.

MRCs – Application or Credits for New Subject Services.

The Telephone Company will initially bill the Customer according to the applicable MRCs in Section 21.5.2.7, as applicable to a three (3) year term payment plan for New Subject Services ordered after the date of subscription. The Customer shall then be credited in an amount equal to the difference between the rates in Section 21.5.2.7, as applicable, and the rates Tables D, below. Credits will be applied monthly, in arrears.

The MRCs in Table D, below, will apply to New Subject Services (including any Subject Services transferred to this Contract Offer after the date of subscription).

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.186 Contract Offer No. 186 – Access Service Offer (Cont'd)

22.186.6 Discounts and Other Credits (Cont'd)

(A) Monthly Recurring Charges (MRCs) – New Subject Services (Cont'd)

Table D

DS1				
Description	**Zones**	**States**	**USOC**	**Rate**
Local Distribution Channel – Per Point of Termination – Terminating Bit Rate 128, 256, 384, 512, 768 kbps	1	IL IN MI OH WI	TZ4X1	$97.00 $107.00 $103.00 $103.00 $107.00
	2	IL IN MI OH WI	TZ4X2	$105.00 $116.00 $111.00 $111.00 $116.00
	3, 4 & 5	IL IN MI OH WI	TZ4X3, TZ4X4 & TZ4X5	$114.00 $127.00 $123.00 $123.00 $127.00
Channel Mileage Termination - Per Point of Termination - 1.544Mbps	1	IL IN MI OH WI	CZ4X1	$33.00 $35.00 $34.00 $34.00 $35.00
	2	IL IN MI OH WI	CZ4X2	$35.00 $37.00 $36.00 $36.00 $37.00
	3, 4 & 5	IL IN MI OH WI	CZ4X3, CZ4X4 & CZ4X5	$37.00 $39.00 $36.00 $36.00 $39.00

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.186 Contract Offer No. 186 – Access Service Offer (Cont'd)

22.186.6 Discounts and Other Credits (Cont'd)

(A) Monthly Recurring Charges (MRCs) – New Subject Services (Cont'd)

Table D (Cont'd)

DS1 (Cont'd)				
Description	**Zones**	**States**	**USOC**	**Rate**
Channel Mileage- Per Mile – 1.544 Mbps	1	IL IN MI OH WI	1YZX1	$13.00 $13.00 $13.00 $13.00 $13.00
	2	IL IN MI OH WI	1YZX2	$13.00 $13.00 $13.00 $13.00 $13.00
	3, 4 & 5	IL IN MI OH WI	1YZX3, 1YZX4 & 1YZX5	$13.00 $13.00 $13.00 $13.00 $13.00
Interconnection Central Office Multiplexing -Ameritech DS1 to Voice/Base Rate/128.0, 256.0, 384.0, 512.0, 768.0 Kbps Transport	1	IL IN MI OH WI	QMVX1	$181.00 $189.00 $185.00 $185.00 $189.00
	2	IL IN MI OH WI	QMVX2	$183.00 $191.00 $187.00 $187.00 $191.00
	3, 4 & 5	IL IN MI OH WI	QMVX3, QMVX4 & QMVX5	$190.00 $198.00 $194.00 $194.00 $198.00

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.186 Contract Offer No. 186 – Access Service Offer (Cont'd)

22.186.6 Discounts and Other Credits (Cont'd)

(A) Monthly Recurring Charges (MRCs) – New Subject Services (Cont'd)

Table D (Cont'd)

DS3				
Description	**Zones**	**States**	**USOC**	**Rate**
Local Distribution Channel – Per Point of Termination – Terminating Bit Rate: 44.736 Mbps -DS3 LDC With Electrical Interface	1	IL IN MI OH WI	TZUP1	$941.00 $977.00 $968.00 $968.00 $977.00
	2	IL IN MI OH WI	TZUP2	$950.00 $986.00 $977.00 $977.00 $986.00
	3, 4 & 5	IL IN MI OH WI	TZUP3, TZUP4 & TZUP5	$1,004.00 $1,049.00 $1,031.00 $1,031.00 $1,049.00
Channel Mileage Termination – Per Point of Termination	1	IL IN MI OH WI	CZ4X1	$225.00 $243.00 $234.00 $234.00 $243.00
	2	IL IN MI OH WI	CZ4X2	$234.00 $252.00 $243.00 $243.00 $252.00
	3, 4 & 5	IL IN MI OH WI	CZ4X3, CZ4X4 & CZ4X5	$243.00 $261.00 $252.00 $252.00 $261.00

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.186 Contract Offer No. 186 – Access Service Offer (Cont'd)

22.186.6 Discounts and Other Credits (Cont'd)

(A) Monthly Recurring Charges (MRCs) – New Subject Services (Cont'd)

Table D (Cont'd)

DS3 (Cont'd)				
Description	**Zones**	**States**	**USOC**	**Rate**
Channel Mileage - Per Mile	1	IL	1YZX1	$50.00
		IN		$51.00
		MI		$50.00
		OH		$50.00
		WI		$51.00
	2	IL	1YZX2	$52.00
		IN		$54.00
		MI		$53.00
		OH		$53.00
		WI		$54.00
	3, 4 & 5	IL	1YZX3, 1YZX4 & 1YZX5	$54.00
		IN		$56.00
		MI		$55.00
		OH		$55.00
		WI		$56.00
Interconnection – Central Office Multiplexing – Per Arrangement – DS3 to DS1	1	IL	QM3X1	$419.00
		IN		$431.00
		MI		$428.00
		OH		$428.00
		WI		$431.00
	2	IL	QM3X2	$428.00
		IN		$439.00
		MI		$437.00
		OH		$437.00
		WI		$439.00
	3, 4 & 5	IL	QMVX3, QMVX4 & QMVX5	$441.00
		IN		$455.00
		MI		$450.00
		OH		$450.00
		WI		$455.00

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.186 Contract Offer No. 186 – Access Service Offer (Cont'd)

22.186.6 Discounts and Other Credits (Cont'd)

(B) Non Recurring Charges (NRCs)

NRCs will apply to New Subject Services, as provided in Section 21.5.2.7, except as provided in Table E, below.

Table E

Rate element – DS1 New Subject Services ONLY	USOC All States-All Zones	NRC Charge
Design and Central office charge	NRBCL	$50.00
The Customer Connection charge	NRBBL	$25.00

(C) Monthly MARC Credit

The Qualified Companies will issue a monthly credit to the Customer in the amount of $61,828.66, subject to Quarterly MARC Credit Reduction if Existing Subject Services are terminated, as further provided herein.

The Telephone Company will review the number of Existing Subject Services during each quarter of the Term Period (each period of three consecutive months, beginning with the date of subscription). If, during any such quarter, the Customer has terminated any Existing Subject Services, the amount of the Monthly MARC Credit will be reduced on a pro-rata basis, according to the percentage by which the number of Existing Subject Services in service at the time of subscription was reduced by the termination of Subject Services during the quarter under review. The reduced Monthly MARC Credit amount will be applied prospectively.

Example: At the time of subscription, the Monthly MARC Credit is $61,828.66. At the beginning of the Term Period, the Customer purchases eight hundred (800) existing Subject Services under this Contract Offer. During the three (3) months of the Term Period, the Customer terminates eighty (80) Subject Services. The Monthly MARC Credit will be reduced by ten (10) percent, to $55,645.79.

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.186 Contract Offer No. 186 – Access Service Offer (Cont'd)

22.186.6 Discounts and Other Credits (Cont'd)

(C) Monthly MARC Credit (Cont'd)

Example 2: At the time of subscription, the Monthly MARC Credit is $61,828.66. At the beginning of the Term Period, the Customer purchases two thousand (2000) existing Subject Services under this Contract Offer. During the first three (3) months of the Term Period, the Customer terminates eighty (80) Subject Services. The Monthly MARC Credit will be reduced by four (4) percent, to $59,355.51.

22.186.7 Assignment/Transfer/Successors

Neither party shall assign or otherwise transfer this Contract Offer No. 186, or its rights or obligations hereunder, to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, provided, however, that either party shall have the right, without the consent of but with notice to the other party, to assign or otherwise transfer this Contract Offer No. 186 to any person or entity that controls, is under the control of, or is under common control with the assigning party. Further, the Telephone Company may also, without Customer's consent, assign its rights and obligations under this Contract Offer No. 186 to an affiliate, or subcontract to an affiliate or a third party work to be performed under this Contract Offer No. 186. Any such assignment or other transfer shall be subject to the other party's rights under this Contract Offer No. 186, and any assignee or transferee shall continue to perform the assigning or transferring party's obligations under this Contract Offer No. 186, and the assignor or transferor will remain financially responsible for the performance of this Contract Offer No. 186 and/or its obligations hereunder. Any assignment or other transfer of this Contract Offer No. 186, or the rights or obligations hereunder, or any attempt to do either in violation of this provision, shall be void. (N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.186 Contract Offer No. 186 – Access Service Offer (Cont'd)

22.186.8 Mergers/Acquisitions

All provisions of this Contract Offer No. 186 shall continue in full force and in effect notwithstanding any merger or acquisition affecting a party. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the party, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of a merger or acquisition, if another entity involved in the merger or acquisition purchases any service from any Telephone Company entity, such service shall not be included in this Contract Offer No. 186 for any purpose. The "Transaction Close Date" shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

22.186.9 Termination

Termination liability, as described below, applies in lieu of termination liability as described in Ameritech Tariff F.C.C. No. 2. If the Customer terminates Subject Services under this Contract Offer before the completion of the applicable Service Term during the Term Period for any reason other than material breach by the Telephone Company, the Customer must pay the Telephone Company termination charges as described in this Section. These charges shall become due as of the effective date of the termination of service. The Customer must provide written notification to the Telephone Company thirty (30) days prior to the desired date of termination of the Subject Services pursuant to this Contract Offer.

If the Customer terminates a Subject Service before the completion of the Term Period, the Customer's termination liability charge for termination of service shall be equal to fifty (50) percent of the applicable monthly charges for the remainder of the Term Period.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.186 Contract Offer No. 186 – Access Service Offer (Cont'd)

22.186.9 Termination (Cont'd)

The termination liability charge will be calculated as follows:

(MRCs) multiplied by (months remaining in the Term Period) multiplied by (termination liability percentage of 50%).

Example:The Customer terminates service on a DS3 with a $1202.50 monthly charge after thirty (30) months of service, and has six (6) months remaining in the thirty-six (36) month term. The termination liability would be calculated as:

$ 1,202.50 X 6 X 50% = $3,607.50 termination liability charge.

(N)

(This page filed under Transmittal No. 1700)

Effective: July 8, 2009

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings

22.187 Contract Offer No. 187 – Special Access Wireless DS1 Bundle Service Offer

22.187.1 General Description

Contract Offer No. 187--Special Access Bundle Service Offer (Contract Offer No. 187)--is an access discount pricing plan. This Contract Offer permits Customers that meet the Eligibility Criteria in Section 22.187.3 and the Terms and Conditions in Section 22.187.4 to purchase the Subject Services listed in Section 22.187.2 and to receive credits as provided in Section 22.187.5. Subject Services are available under this Contract Offer in the Metropolitan Statistical Area (MSA) listed in Section 22.187.2 (B).

This Contract Offer is available for subscription from August 25, 2009 through September 25, 2009. This Contract Offer is not renewable.

22.187.2 Subject Services

(A) This Contract Offer applies to pricing flexibility qualified services (Subject Services) contained in the following tariff section: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Section 7 – DS1 High Capacity Service. Each Subject Service shall consist of the following rate elements: (i) one (1) Channel Termination, (ii) one (1) Fixed Mileage Termination, (iii) Variable Mileage (from a cell site to a Serving Wire Center) and (iv) multiplexing.

Subject Service rate elements and their associated Uniform Service Order Code ("USOCs") are listed in Table A, below:

Table A

Rate Element	USOC
Local Distribution Channel- Per Point of Termination	TZ4X1-TZ4X5
Channel Mileage Termination	CZ4X1-CZ4X5
Channel Mileage- per mile	1YZX1-1YZX5
Multiplexing	QM3X1-QM3X5

(B) Subject Services must be located in one of the following MSAs: Chicago, IL and Detroit/Ann Arbor, MI.

(C) Subject Services must originate or terminate on a wireless carrier's network. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.187 Contract Offer No. 187 – Special Access Wireless DS1 Bundle Service Offer (Cont'd)

22.187.3 Eligibility Criteria

The Customer must meet the following Eligibility Criteria as of the date this Contract Offer becomes effective (Effective Date):

(A) The Customer must be operating, as of the Effective Date of this Contract Offer, no fewer than the minimum and no more than the maximum number of cell sites activated and providing service in each of the MSAs listed in Table B, below. Such cell sites in operation as of the Effective Date, together with any other cell sites for which the Customer orders Subject Services at any time during the Term Period, are referred to in this Contract Offer as "Qualified Cell Sites."

Table B

MSA	Minimum Number of Cell Sites in MSA	Maximum Number of Cell Sites in MSA
Chicago, IL	1130	1410
Detroit/Ann Arbor, MI	462	815

(B) The Customer must be purchasing, as of the Effective Date, no fewer than the minimum and no more than the maximum of DS1 special access circuits from the Telephone Company which terminate at Qualified Cell Sites in each of the MSAs listed in Table C, below.

Table C

MSA	Minimum Number of DS1 special access circuits in MSA	Maximum Number of DS1 special access circuits in MSA
Chicago, IL	2500	4000
Detroit/Ann Arbor, MI	1500	2500

(N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.187 Contract Offer No. 187 – Special Access Wireless DS1 Bundle Service Offer (Cont'd)

22.187.4 Terms and Conditions

(A) Term Period and Service Term

(1) Term Period. The term of this Contract Offer (Term Period) shall be eighty-four (84) months, commencing on the date the Telephone Company receives the signed Letter of Subscription (LOS) from the Customer. Upon expiration or termination of the Term Period, all Subject Services (including without limitation any Subject Services for which the applicable Service Term has not expired) shall no longer receive the discounts provided under this Contract Offer, and shall be converted to the prevailing month-to-month rates in Ameritech Tariff F.C.C. No. 2, Section 7, unless:

(a) The Customer selects an applicable Term Pricing Plan/Optional Payment Plan; or

(b) Either Party disconnects the Subject Services in a manner consistent with Ameritech Tariff F.C.C. No. 2, Section 7.

(2) Service Term. The Customer shall purchase Subject Services under a term commitment applicable to that Subject Service, as further provided herein ("Service Term"). The Service Term for any Subject Service purchased at Group 1 Qualified Cell Cites (as defined in Section 22.187.4(B)(6), below) must be coterminous with the Term Period, and any term commitments or termination charges applicable to such Subject Services are limited to those provided in this Contract Offer. The Service Term for each Subject Service at a Group 2 Qualified Cell Site (as defined in Section 22.187.4(B)(6), below) begins on the date billing for that Subject Service begins under this Contract Offer and will end thirty-six (36) months thereafter, unless terminated earlier, renewed, or extended as provided below, and any term commitments or termination charges applicable to such Subject Services shall be those provided in this Contract Offer. A Service Term may not be renewed under this Contract Offer except as provided below. Upon expiration of a Service Term, Subject Services shall no longer receive the discounts provided under this Contract Offer, and shall be converted to the prevailing month-to-month rates in Ameritech Tariff F.C.C. No. 2, Section 7, except as provided below: (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.187 Contract Offer No. 187 – Special Access Wireless DS1 Bundle Service Offer (Cont'd)

22.187.4 Terms and Conditions (Cont'd)

(A) Term Period and Service Term (Cont'd)

(2) Service Term. (Cont'd)

(a) If the Term Period expires prior to the expiration of the Service Term, including any renewal or extension thereof, the Service Term will be treated as expired and the Subject Service will no longer be eligible for the discounts provided under this Contract Offer, and will be automatically converted to the prevailing month-to-month rates in Ameritech Tariff F.C.C. No. 2, Section 7, as provided in Section 22.187.4(A)(1), above.

(b) If the Service Term, including any extension or renewal thereof, expires prior to the expiration of the Term Period, the Customer, at its sole option, may elect:

(i) To disconnect the Subject Service in a manner consistent with Ameritech Tariff F.C.C. No. 2, Section 7;

(ii) To convert the Subject Service to the prevailing month-to-month rates or to an applicable Term Pricing Plan/Optional Payment Plan in Ameritech Tariff F.C.C. No. 2;

(iii) To extend the Service Term for one or more additional twelve (12) month periods under the otherwise applicable terms of this Contract Offer; or

(iv) To convert the Subject Service to a Qualified Ethernet[1] Service, as provided in Section 22.187.5(A)(3), below.

[1] Ethernet-based services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with detariffed services are available at www.att.com/guidebook. (N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.187 Contract Offer No. 187 – Special Access Wireless DS1 Bundle Service Offer (Cont'd)

22.187.4 Terms and Conditions (Cont'd)

(B) General Terms and Conditions

(1) Subject Services are subject to certain rates, charges and general terms and conditions described in Ameritech Tariff F.C.C. No. 2, Sections 2, 5, 7 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions of this Contract Offer. If any provision of this Contract Offer conflicts with any otherwise applicable provisions of Ameritech Tariff F.C.C. No. 2, Section 2, 5, 7 or 13, this Contract Offer shall govern over the conflicting provision.

(2) All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.

(3) During the Term Period, the Customer (including any of its affiliates) may not order or purchase any Special Access service (including the continuing purchase of any service previously ordered) which is subject to any pricing flexibility contract offer containing a revenue commitment or revenue objective (*e.g.,* Minimum Annual Revenue Commitment (MARC), Quarterly Revenue Objective (QRO)), in which Subject Service revenue from this Contract Offer is eligible to be included, unless the contract offer specifically refers to this Contract Offer.

(4) The Customer may not include Subject Services provided under this Contract Offer in any other contract offer, promotional offering, discount plan or agreement, except as expressly provided in such other contract offer, promotional offering, discount plan or agreement.

(5) To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company, which must include a list of eligible Access Customer Name Abbreviations (ACNAs) under which the Customer will purchase Subject Services pursuant to this Contract Offer. Customer may update its list of eligible ACNAs from time to time by written notice to the Telephone Company. Services ordered or purchased under other ACNAs may not be transferred or converted to this Contract Offer.

(N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.187 Contract Offer No. 187 – Special Access Wireless DS1 Bundle Service Offer (Cont'd)

22.187.4 Terms and Conditions (Cont'd)

(B) General Terms and Conditions (Cont'd)

(6) The Customer shall order and purchase Subject Services under this Contract Offer at the number of Qualified Cell Sites in each of the MSAs listed in Table D, below. The Qualified Cell Sites shall be divided into subset groups identified as "Group 1" and "Group 2," as also shown in Table D, below. Subject Services purchased at the Group 1 and Group 2 Qualified Cell Sites are subject to different Service Terms, rates and certain other terms and conditions as further provided in this Contract Offer. The Telephone Company must have provided service to the Customer at each Qualified Cell Cite at which Subject Services are purchased prior to the Effective Date. Each such Qualified Cell Site must be identified by the Customer and must be designated for inclusion in either Group 1 or Group 2 in the LOS.

Table D

MSA	Group 1	Group 2
Chicago, IL	1135	229
Detroit/Ann Arbor, MI	467	264

(7) The Customer may reduce the number of Qualified Cell Sites at which it purchases Subject Services to the extent permitted under Sections 22.187.5(A)(2) and 22.187.5(A)(3), below.

(8) All Subject Services must be ordered under the Optional Payment Plan (OPP), as described in Section 7 of Ameritech Tariff F.C.C. No. 2, under a sixty (60) month term commitment. This ordering requirement is for administrative purposes only, to assure the proper provisioning and billing of Subject Services. Subject Services will not be subject to any term commitment or termination liability charges as provided in Section 7 of the Ameritech Tariff F.C.C. No. 2, or to any other ordering obligations inconsistent with this Contract Offer. Instead, the Subject Services will have a term as provided in Section 22.187.4(A)(2), above, and any term commitments or termination charges applicable to Subject Services shall be those provided in this Contract Offer. Rates and charges for Subject Services shall include credits provided under Section 22.187.5 of this Contract Offer. (N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.187 Contract Offer No. 187 – Special Access Wireless DS1 Bundle Service Offer (Cont'd)

22.187.4 Terms and Conditions (Cont'd)

(B) General Terms and Conditions (Cont'd)

(9) Beginning no later than fifty-seven (57) months after the beginning of the Term Period, the parties to this Contract Offer shall begin to negotiate in good faith regarding a successor to this Contract Offer.

(10) Termination liability charges shall not apply to the conversion to this Contract Offer of any service previously provided pursuant to Ameritech Tariff F.C.C. No. 2.

22.187.5 Rates and Charges

(A) Charges for Subject Services will be invoiced to Customer monthly, and will be calculated by cell site. The Telephone Company will charge the Customer a fixed monthly recurring amount for the purchased Subject Services at each Qualified Cell Site as stated in Table E, below, as an amount equal to the stated monthly rate for each year of the Term Period (beginning on the date of the Customer's subscription), as provided in Table E (Cell Site Fixed Charge), below. For the Cell Site Fixed Charge, the Telephone Company will provide, at Customer's option, the stated number Subject Services in Table E at each Qualified Cell Site. The Cell Site Fixed Charge will continue to apply to each Qualified Cell Site from the date Subject Services are installed until the end of the Term Period, except as provided in Sections 22.187.5(A)(2), 22.187.5(A)(3), and 22.187.5(C), below.

Table E

Site description	# of Subject Services included in rate	Cell site Fixed Charge
Chicago, IL MSA –Group 1	5 DS1s	$1064
Chicago, IL MSA –Group 2	5 DS1s	$840
Detroit, MI MSA –Group1	4 DS1s	$840
Detroit, MI MSA – Group 2	3 DS1s	$700

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.187 Contract Offer No. 187 – Special Access Wireless DS1 Bundle Service Offer (Cont'd)

22.187.5 Rates and Charges (Cont'd)

(A) (Cont'd)

The charges listed in Table E include average Variable Mileage per Subject Service, for all Subject Services purchased under this Contract Offer, not to exceed nine (9) miles. The Telephone Company will review the Variable Mileage associated with the Subject Services purchased by the Customer no more frequently than twice per year beginning with the effective date of this Contract Offer. If, upon such review, the Telephone Company determines that Variable Mileage for Subject Services exceeds an average of nine (9) miles per Subject Service, the Telephone Company will bill the Customer for all Variable Mileage in excess of nine (9) miles per Subject Service by applying the charges in Tariff Section 21, as applicable to a five (5) year term payment plan.

The Customer may purchase additional Subject Services at any Qualified Cell Site at a fixed monthly recurring charge for each additional Subject Service (Additional Service Charge). Such additional Subject Services may be disconnected, at the Customer's discretion, at any time during the Term Period without termination charges or any other charges associated with the disconnection of such Subject Services. The Additional Service Charge shall be $125 per Subject Service at any Qualified Cell Site.

(1) For each Qualified Cell Site, the sum of the Cell Site Fixed Charge and any applicable Additional Service Charges shall be known as the "Total Fixed Charge." The Total Fixed Charge will be applied to Subject Services as follows. The Customer will be billed monthly for Subject Services according to the prevailing Monthly Recurring Charges (MRCs) listed in Section 7 of Ameritech Tariff F.C.C. No. 2, as applicable to a sixty (60) month OPP term commitment. The Telephone Company will then issue adjustments to the Customer in an amount equal to the difference between the MRCs billed to the Customer and the total amount of all Total Fixed Charges for the Qualified Cell Sites. These adjustments will be applied to the Customer's bills monthly, one month in arrears. Taxes and other charges, as defined in Section 22.187.5(B) of this Contract Offer, if applicable, will be charged according to the OPP rates, but will not be included in the adjustments applied to the Customer's bill. (N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.187 Contract Offer No. 187 – Special Access Wireless DS1 Bundle Service Offer (Cont'd)

22.187.5 Rates and Charges (Cont'd)

(A) (Cont'd)

(2) The Customer may replace Group 1 Subject Services, without termination or other charges under this Contract Offer, with any Ethernet[1] service offered by the Telephone Company having a bandwidth of at least ten (10) megabits per second (Mbps), provided that such Ethernet[1] service is purchased pursuant to a contract providing for a term commitment applicable to any service replacing a Subject Service that is at least equal to the remainder of the Term Period (Qualified Ethernet[1] Service), and further provided that such Ethernet[1] service is then available at the relevant Qualified Cell Site(s). Following the replacement of Subject Services with Qualified Ethernet[1] Services, the Total Fixed Charge shall no longer apply to those Subject Services. The Customer may continue to purchase Subject Services following such replacement, subject to only an Additional Service Charge.

(3) The Customer may replace Group 2 Subject Services, without termination or other charges under this Contract Offer, with any Ethernet[1] service offered by the Telephone Company, provided that such Ethernet[1] service is subject to a MRC equal to or greater than the Cell Site Fixed Charge, and a term commitment equal to or greater than the remainder of the Service Term as of the time of such replacement (Qualified Ethernet[1] Service), and further provided that such Ethernet[1] service is then available at the relevant Qualified Cell Site(s). Following the replacement of Subject Services with Qualified Ethernet[1] Services, the Total Fixed Charge shall no longer apply to those Subject Services, and the number of Qualified Cell Sites at which the Customer must purchase Subject Services shall be reduced accordingly. The Customer may continue to purchase Subject Services following such replacement, subject to an Additional Service Charge for each such Subject Services.

[1] Ethernet-based services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with detariffed services are available at www.att.com/guidebook. (N)

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.187 Contract Offer No. 187 – Special Access Wireless DS1 Bundle Service Offer (Cont'd)

22.187.5 Rates and Charges (Cont'd)

(A) (Cont'd)

(4) Except for any taxes or surcharges as set forth in Section 22.187.5(B), no other rates or charges apply to the Subject Services. The Telephone Company's obligations to provide Subject Services under this Contract Offer are subject to the availability of suitable facilities. If suitable facilities do not exist, the Telephone Company shall provide, or otherwise make available, such suitable facilities subject to special construction charges, if applicable. The non-recurring charges (NRCs) set forth in Table F, below, shall apply to Subject Services provided under this Contract Offer for both Group 1 and Group 2 Qualified Cell Sites, subject to Section 22.187.5(A)(5). All other NRCs are waived.

(5) The Telephone Company shall establish on behalf of the Customer a credit pool in the amount of Six Hundred Thirty Thousand Dollars ($630,000), to be applied against otherwise applicable NRCs during the Term Period (NRC Credit Pool). The Telephone Company will bill, and the Customer shall pay as they come due, the NRCs listed in Table F. The Telephone Company will review billing for such NRCs semi-annually, and will issue credits to the Customer for such NRCs, until the NRC Credit Pool is exhausted, provided, however, that the Telephone Company will review billing for such NRCs monthly for the first six (6) months following the Effective Date, and will issue credits to Customer for such NRCs.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.187 Contract Offer No. 187 – Special Access Wireless DS1 Bundle Service Offer (Cont'd)

22.187.5 Rates and Charges (Cont'd)

(A) (Cont'd)

TABLE F:

Rate Element		Ameritech Tariff F.C.C. No. 2 Section
Initial Service Order Charge	$61.00	5.2.2
Service Date Advancement Charge – per order	$200.00	5.2.2
Service Date Advancement – SPA DS1 Services – Per Circuit	$900.00	5.2.2
Service Date Advancement – Missed Appointment SPA DS1 Services – Per Circuit	$345.00	5.2.2
Service Date Change Charge – per Order	$200.00	5.2.2
Additional Dispatch Charge	$300.00	5.2.2
Design Change Charge – per Order	$31.60	5.2.2
Charges for Additional Engineering – each additional hour or fraction thereof – Basic time	$150.00	13.1.1
Charges for Additional Engineering – each additional hour or fraction thereof – Overtime outside of basic hours	$39.93	13.1.1
Installation or Repair Overtime – Outside Basic Schedule Working Hours – per hour or fraction thereof	$31.00	13.1.1
Installation or Repair Premium Time – Outside Basic Schedule Working Hours – per hour or fraction thereof	$37.00	13.1.1
Installation or Repair Stand-By Time – Outside Basic Schedule Working Hours – per hour or fraction thereof	$8.00	13.1.1
Maintenance of Service Charge – per each Half Hour or fraction there of – Basic Working Hours	$12.00	13.1.1
Maintenance of Service Charge – per each Half Hour or fraction there of – Overtime Working Hours	$44.00	13.1.1
Maintenance of Service Charge – per each Half Hour or fraction there of – Premium Working Hours	$80.00	13.1.1

(N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.187 Contract Offer No. 187 – Special Access Wireless DS1 Bundle Service Offer (Cont'd)

22.187.5 Rates and Charges (Cont'd)

(B) Taxes and Surcharges. Rates and charges set forth in this Contract Offer are exclusive of, and the Customer will pay, all current and future taxes and fees (but excluding taxes or fees imposed on gross receipts of general commercial businesses, net income, corporate franchise, property/ad valorem, payroll/employment, capital stock or net worth tax and the right to do business, *i.e.*, license taxes or fees) relating to the sale, transfer of ownership, installation, license, use or provision of the Subject Services, and other applicable governmentally established surcharges and similar charges, which AT&T is permitted by applicable law to pass through to the Customer, including, without limitation, Universal Service Fund surcharges (and any associated interest and penalties resulting from the Customer's failure to timely pay such taxes or similar charges), except to the extent the Customer submits and maintains a reasonably acceptable to AT&T exemption certificate covering all of the Subject Services, and/or provides satisfactory proof of a valid tax exemption for the Subject Services.

(C) If the Customer requests that the Telephone Company provide Qualified Ethernet[1] Service to replace Group 1 Subject Services at any Qualified Cell Site at which Subject Services have been purchased under this Contract Offer, and the Telephone Company fails to do so within ninety (90) days after such request, the Telephone Company will provide the Customer up to six (6) Subject Services at each such Qualified Cell Site for a fixed monthly recurring amount of $840 per Qualified Cell Site. Additional Subject Services may be purchased at such Qualified Cell Sites for a fixed monthly recurring amount of $125 per additional Subject Service. These charges shall be applied in lieu of, but in the same manner as, the Total Fixed Charge, as provided in Section 22.187.5 (A) (1) of this Contract Offer.

22.187.6 Assignment/Transfer

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

[1] Ethernet-based services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with detariffed services are available at www.att.com/guidebook. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.187 Contract Offer No. 187 – Special Access Wireless DS1 Bundle Service Offer (Cont'd)

22.187.6 Assignment/Transfer (Cont'd)

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than fifty percent (50%) of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.187.6 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.187.7 Mergers and Acquisitions

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

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.187 Contract Offer No. 187 – Special Access Wireless DS1 Bundle Service Offer (Cont'd)

22.187.8 Termination or Failure to Purchase

During the Term Period, the charges provided herein shall apply to Subject Services under this Contract Offer in lieu of any otherwise applicable termination liability charges or similar charges, except as otherwise provided herein. Upon expiration of the Term Period, termination liability shall apply according to the terms of the applicable tariff provisions.

Except as otherwise provided in this Contract Offer, if the Customer terminates any Subject Service for any reason other than uncured material breach by the Telephone Company of this Contract Offer or any other applicable tariff provision prior to the end of the applicable Service Term, as described in Section 22.187.4(A), or fails to purchase any Subject Service for which purchase is required, or if the Telephone Company terminates any Subject Service as a result of the Customer's uncured material breach of this Contract Offer or of any other applicable tariff provision, termination liability charges shall apply in the amount of (i) fifty percent (50%) of the discounted MRCs applicable to the terminated Subject Services, net of all credits provided for in this Contract Offer, multiplied by (ii) the number of calendar months, or fractions thereof, remaining in the applicable Service Term following the effective date of the termination. Customer may terminate this Contract Offer or discontinue the purchase of any Subject Service at any time during the Term Period, in whole or in part, as a result of an uncured material breach of this Contract Offer or any other applicable tariff provision by the Telephone Company.

The non-breaching party shall give the other party no less than thirty (30) days' prior written notice and an opportunity to cure any breach of this Contract Offer.

Notwithstanding anything to the contrary in this Contract Offer or elsewhere in Ameritech Tariff F.C.C. No. 2, termination liability charges or similar charges shall not apply to the termination of a Subject Service if: (i) the Customer submits a service order seeking to replace the Subject Service with a Qualified Ethernet[1] Service as provided in Sections 22.187.5(A)(2) or 22.187.5(A)(3) of this Contract Offer, (ii) the Telephone Company is obligated to provide the Qualified Ethernet[1] Service ordered by the Customer, and (iii) the Telephone Company materially fails to provide or otherwise perform its obligations with respect to the Qualified Ethernet[1] Service as required pursuant to Sections 22.187.5.A.(2) or 22.187.5(A)(3) of this Contract Offer.

[1] Ethernet-based services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with detariffed services are available at www.att.com/guidebook.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.187 Contract Offer No. 187 – Special Access Wireless DS1 Bundle Service Offer (Cont'd)

22.187.9 Technology Upgrade/Migration

(A) If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Services provided under this Contract Offer, and such new offering(s) employ new technology not available from the Telephone Company at the commencement of the Term Period, the Customer will be permitted to enter into a new contract offer or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Services provided under this Contract Offer, without incurring termination liability charges under this Contract Offer, provided, however, that the contract offer or tariff arrangement governing the new service includes a term period and billing amount equal to, or greater than, that of this Contract Offer. The Customer may exercise the upgrade option provided the following conditions are met:

(1) The Customer must meet all eligibility requirements outlined in Section 22.187.3, and Terms and Conditions outlined in Section 22.187.4;

(2) The Customer must provide a written notification to the Telephone Company ninety (90) days prior to exercising this option; and

(3) The Customer must pay all NRCs associated with the upgrade, as well as any applicable Special Construction Charges incurred by the Telephone Company to provision the upgraded service.

22.187.10 De-Tariffing of Subject Services

If, at any time during the Term Period, the Subject Services available under this Contract Offer are voluntarily or involuntarily detariffed by the Telephone Company, in whole or in part, pursuant to a statutory change, order or requirement of a governmental or judicial authority of competent jurisdiction, the rates, Terms and Conditions for Subject Services provided under this Contract Offer will remain in full force and effect for the remainder of the unexpired Term Period.

(N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings

22.188 Contract Offer No. 188 – Interstate Special Access Service DS3 Service Offer

22. 188.1 General Description

The Interstate Special Access DS3 Service Offer (Contract Offer No. 188) is an access services discount pricing plan that permits Customers who meet the Eligibility Criteria in Section 22.188.3 and the Terms and Conditions in Section 22.188.4 to renew Subject Services, as defined in Section 22.188.2, subject to the credits in Section 22.188.5. Subject Services under Contract Offer No. 188 are available only in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) described in Section 22.188.2 (B).

22. 188.2 Subject Services

(A) This Contract Offer applies to pricing flexibility qualified services (hereafter referred to as Subject Services) contained in the following Tariff section(s):

(1) Interstate Special Access DS3 Service -- Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Sections 7.2.9, 7.5.9 and 21.5.2.7.

(B) Subject Services must be:

(1) Located in the following Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to MSAs): Chicago, IL; Cleveland, OH; Columbus, OH; Detroit, MI; Indianapolis, IN; and Lansing MI;
(2) Used by the Customer only in the provisioning of commercial mobile radio service; and
(3) DS3 Special Access Services provided by the Telephone Company, which provide point-to-point transport between central office multiplexing arrangements and which subtend the OC-48 Dedicated SONET Ring Services[1] provided by the Telephone Company.

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[1] OC-48 Dedicated SONET Ring Services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffied by the Telephone Company. Rates, terms and conditions associated with de-tariffied services are available at www.att.com/guidebook.

(N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.188 Contract Offer No. 188 – Access Service Offer (Cont'd)

22.188.3 Eligibility Criteria

The Customer must meet the following eligibility criteria to subscribe to this Contract Offer:

(A) During the month prior to the Customer's subscription to this Contract Offer, the Customer must have been purchasing Interstate Special Access DS3 Service from the Telephone Company.

(B) The Customer must renew under this Contract Offer no fewer than two hundred seventy (270) and no more then two hundred eighty (280) Subject Services, which were previously purchased under one or more contract offers or term payment plans whose term periods expire or are terminated within fifteen (15) days of the effective date of this Contract Offer. The renewed Subject Services must have previously been purchased under a contract offer or term payment plan in Ameritech Tariff FCC No. 2.

22.188.4 Terms and Conditions

The following Terms and Conditions apply to this Contract Offer:

(A) Subscription

To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company. The LOS shall list the ACNAs of the Customer and all such affiliates and subsidiaries ("Eligible ACNAs"). Services renewed under other ACNAs may not be transferred to or otherwise be included in this Contract Offer, except as expressly provided herein.

(B) Term Period

The term of this Contract Offer (Term Period) shall be twenty-four (24) months, beginning on the date the Letter of Subscription (LOS) is signed by the Customer and the Telephone Company, subject to extension as provided in Section 22.188.4(C), below. Each twelve (12) month period of the Term Period (i.e., the first (1st) through twelfth (12th) month, the thirteenth (13th) through twenty-fourth (24th) month, etc.), beginning with the date of the Customer's subscription, shall be referred to as a Term Year. This Contract Offer, including, without limitation, the issuance of credits pursuant to this Contract Offer, shall terminate upon the expiration of the Term Period.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.188 Contract Offer No. 188 – Access Service Offer (Cont'd)

22.188.4 Terms and Conditions (Cont'd)

(C) Extension

The Customer may extend the Term Period of this Contract Offer No. 188 by one (1) additional two (2) year period, by providing written notice to the Telephone Company no less than three (3) months prior to the completion of the second Term Year of the Term Period.

(D) Subject Services shall not be included in any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement unless expressly permitted by such other pricing flexibility contract offer or other arrangement.

(E) All terms and conditions for the Subject Services are governed by the otherwise applicable tariff sections, except as provided herein. Subject Services are subject to certain rates, charges and general terms and conditions in other sections of Ameritech Tariff F.C.C. No. 2 (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services), and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. However, such tariff modifications will not change the Terms and Conditions described in Contract Offer.

(F) Commingling is defined in Ameritech Tariff F.C.C. No. 2, Section 2.6. Commingling of Subject Services provided pursuant to this Contract Offer s prohibited.

(G) Contract Offer No. 188 is available for subscription only from September 5, 2009 to October 5, 2009.

(H) Jointly Provided Access Services, as described in Ameritech Tariff F.C.C. No. 2, Section 7, shall not be eligible for this Contract Offer.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.188 Contract Offer No. 188 – Access Service Offer (Cont'd)

22.188.5 Rates and Charges

Interstate Special Access DS3 Service Rates and Charges

The Telephone Company will initially bill the Customer according to the applicable Monthly Rates listed in Sections 7 or 21 of Ameritech Tariff F.C.C. No. 2, for Interstate Special Access DS3 Service. The Customer's bill will then be adjusted by an amount equal to the difference between the applicable Monthly Rates in Section 7 or 21 of Ameritech Tariff F.C.C. No. 2 and the Monthly Recurring Charges (MRCs) listed in Table A, below. The adjustment amount will be applied monthly, in arrears. Taxes, if applicable, will be charged on the tariff rates, but will not be included in the adjustments applied to, or otherwise affected by, the adjustments applied to the Customer's bill.

Table A

Rate Element	USOC	MRC
Central Office MUX	QM3X*	$1,305.00
Channel Mileage Termination	CZ4X*	
Channel Mileage	1YZX*	

* = Zones 1 through 5

(N)

ACCESS SERVICE

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.188 Contract Offer No. 188 – Access Service Offer (Cont'd)

22.188.6 Assignment/Transfer/Successors

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to Ameritech Tariff F.C.C. No. 2, Section 2.1.2, the Telephone Company will acknowledge such transfer or assignment if the criteria in Ameritech Tariff F.C.C. No. 2, Sections 2.1.2 and 2.2.1, are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A), (B), or (C), below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than fifty (50) percent of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(A) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.188.6 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

(N)

ACCESS SERVICE

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.188 Contract Offer No. 188 – Access Service Offer (Cont'd)

22. 188.7 Mergers/Acquisitions

All provisions of this Contract Offer No. 188 shall continue in full force and in effect notwithstanding any merger or acquisition affecting a party. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the party, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of a merger or acquisition, if another entity involved in the merger or acquisition purchases any service from any Telephone Company entity, such service shall not be included in this Contract Offer No. 188 for any purpose. The "Transaction Close Date" shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

22. 188.8 Termination

Termination liability, as described below, applies in lieu of termination liability as described in Ameritech Tariff F.C.C. No. 2. If the Customer terminates any Subject Service purchased under this Contract Offer before the completion of the Term Period for any reason (other than a material default by the Telephone Company), or if the Telephone Company terminates this Contract Offer due to the Customer's material breach of any provision of this Contract Offer or any other applicable tariff, the Customer must pay the Telephone Company termination liability charges described below.

Termination liability charges shall be equal to $305.00 per DS3 Subject Service, for each month remaining in the Term Period, as of the time of termination.

These charges shall become due as of the effective date of the cancellation or termination.

(N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings

22.189 Contract Offering No. 189 – Access Advantage Plus Transport Service Extension

22.189.3 General Description

Contract Offer No. 189 – Access Advantage Plus Transport Service Extension is an access discount offer that provides the Customer, located in the Metropolitan Statistical Areas listed Ameritech Tariff F.C.C. No. 2, Section 21, with rates listed in Section 22.189.5 for Access Advantage Plus Transport Service. The Customer must meet the Eligibility Criteria and all Terms and Conditions listed in Section 22.189.3 and 22.189.4.

22.189.2 Service Qualifications

Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the Customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC), as described below.

(A) An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in Section 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis, as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two (2) consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four (4) consecutively assigned DS0 channels configured to provide 326 Kbps of capacity. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.189 Contract Offering No. 189 – Access Advantage Plus Transport Service Extension (Cont'd)

22.189.2 Service Qualifications (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six (6) consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight (8) consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve (12) consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

22.189.3 Eligibility Criteria

The Customer must meet the following eligibility criteria to subscribe to this Contract Offer:

(A) Services must be in the pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Ameritech Tariff F.C.C. No. 2, Section 21. If, during the Term Period, the Telephone Company receives pricing flexibility relief in additional MSAs, as listed in Section 21, the Customer may be able to include services provided under this Contract Offer, if available, in those additional MSAs pursuant to this Contract Offer.

(B) Customer must have an existing Access Advantage Plus Transport Service.

22.189.4 Contract Terms

(A) Contract Offering No. 189 is available for subscription from December 15, 2009 to March 15, 2010. (z)

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

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.189 Contract Offering No. 189 – Access Advantage Plus Transport Service Extension (Cont'd)

22.189.4 Contract Terms (Cont'd)

(C) Ameritech Tariff F.C.C. No. 2, Sections 2, 4, 5, 13 and 17 apply, except as noted herein. Any changes made to the aforementioned sections during the Customer's Contract Term, other than to provisions noted below, apply to Contract Offering No. 189.

(1) Waiver of Non-Recurring Charges – The Telephone Company shall waive any otherwise applicable Non-Recurring Charge (NRC) for services provided under this Contract Offer.

(2) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(3) The Telephone Company shall waive termination liability charges that would otherwise apply to customers currently subscribed to the Access Advantage Plus Transport Service Contract Offers in the Ameritech Tariff F.C.C. No. 2, Section 22, as a result of the migration of existing Services from the currently subscribed Contract Offer to this Contract Offer.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.189 Contract Offering No. 189 – Access Advantage Plus Transport Service Extension (Cont'd)

22.189.4 Contract Terms (Cont'd)

(D) The Contract Term shall be twelve (12) months commencing on the date Telephone Company received the signed (LOS) from the Customer. This Contract Term is not renewable.

(E) Rates described in Section 22.189.5 shall apply during the Contract Term.

(F) No other discount pricing plans apply.

(G) A minimum of four (4) existing DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's Intrastate Access Advantage Plus services, and will be maintained during the Contract Term. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the Customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the Contract Term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 189 terminated.

(H) Service will utilize the pre-existing configuration which includes the same AA+ Transport Service Node.

(I) The AA+ Transport Service Customer will utilize the same channel assignments, which include:

(1) The DS0 channel assignments which connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) The consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in Section 22.189.2 (B).

(N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.189 Contract Offering No. 189 – Access Advantage Plus Transport Service Extension (Cont'd)

22.189.5 Rate Regulations

(A) Rates and Charges

The Monthly Recurring Charge for Services provided under this Contract Offer are described below in Table A.

Table A

MRC	CRIS USOC	CABS USOC
$200.00	DZS1P	1ZZPZ

22.189.6 Termination Liability

If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 189 prior to the expiration of the Contract Term, the Customer shall incur a termination charge. The termination charge for Contract Offering No. 189 is fifty (50) percent of the remaining monthly rate payments due for the balance of the Contract Term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

The Customer may elect to discontinue Contract Offering No. 189 at any time prior to the expiration of the initial Contract Term, without incurring the termination charges, provided that it meet the following criteria. Customer must provide the Telephone Company with written notice of its intent to terminate service no later than thirty (30) days before termination to become effective.

(A) The Customer establishes a new interstate special access service of equal or greater capacity,

(B) The new service is provided to the same end user's premises to which Contract Offering No. 189 was provided,

(C) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 189, and

(D) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer's initial contract term for Contract Offering No. 189.

(N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings

22.190 Contract Offer No. 190 – Special Access Wireless DS1 and DS3 Service Offer

22.190.1 General Description

Contract Offer No. 190--Special Access DS1 and DS3 Service Offer (Contract Offer No. 190)--is a special access discount pricing plan. This Contract Offer permits Customers that meet the Eligibility Criteria in Section 22.190.3 and the Terms and Conditions in Section 22.190.4 to purchase the Subject Services listed in Section 22.190.2. Subject Services are available under this Contract Offer in the Metropolitan Statistical Area (MSA) listed in Section 22.190.2 (B).

This Contract Offer is available for subscription from December 19, 2009 through January 19, 2009. This Contract Offer is not renewable.

22.190.2 Subject Services

(A) This Contract Offer applies to pricing Subject Services contained in the following tariff section: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Section 6, 7 and 21 – DS1 and DS3 High Capacity Service.

(B) Subject Services must be located in the following MSA: Chicago, IL.

22.190.3 Eligibility Criteria

The Customer must meet the following Eligibility Criteria as of the date this Contract Offer becomes effective (Effective Date):

(A) Customer must be purchasing an OC-192[1] Dedicated SONET Ring Service (DSRS) from the Telephone Company, which must have been placed in service prior to the Effective Date of this Contract Offer and which is located in the Chicago, IL MSA.

22.190.4 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) shall be thirty-six (36) months, commencing on the date the Telephone Company receives the signed Letter of Subscription (LOS) from the Customer. Upon expiration of the Term Period, Subject Services shall no longer receive the discounts provided under this Contract Offer and be converted to the prevailing month to month rates in Ameritech Tariff F.C.C. No. 2, Section 7.

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[1] OC192 Dedicated SONET Ring Service (DSRS) services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. (N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.190 Contract Offer No. 190 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.190.4 Terms and Conditions (Cont'd)

(B) General Terms and Conditions

(1) Subject Services are subject to certain rates, charges and general terms and conditions described in Ameritech Tariff F.C.C. No. 2, Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the terms and conditions of this Contract Offer. If any provision of this Contract Offer conflicts with any otherwise applicable provisions of Ameritech Tariff F.C.C. No. 2, Section 2, 5 or 13, this Contract Offer shall govern over the conflicting provision.

(2) All traffic transmitted over Subject Services must originate or terminate at a Mobile Switching Center (MSC) operated by the Customer.

(3) All terms and conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.

(4) During the Term Period, the Customer (including any of its affiliates) may not order or purchase any Special Access service (including the continuing purchase of any service previously ordered) which is subject to any pricing flexibility contract, broadband service agreement or other individually negotiated arrangement that includes a revenue or volume commitment, including without limitation any Minimum Annual Revenue Commitment (MARC) or Quarterly Revenue Objective (QRO)), in which Subject Service revenue from this Contract Offer is eligible to be included, unless the contract offer specifically refers to this Contract Offer.

(5) Subject Services purchased under this Contract Offer shall not be included in any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement unless expressly permitted by such other pricing flexibility contract offer or other arrangement.

(6) To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company, which must include a list of eligible Access Customer Name Abbreviations (ACNAs) under which the Customer will purchase Subject Services pursuant to this Contract Offer. Customer may update its list of eligible ACNAs from time to time by written notice to the Telephone Company. Subject Services ordered or purchased under other ACNAs may not be transferred or converted to this Contract Offer. (N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.190 Contract Offer No. 190 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.190.4 Terms and Conditions (Cont'd)

(B) General Terms and Conditions (Cont'd)

(7) Services under this Contract Offer will not be eligible for inclusion in the Managed Value Plan (MVP) offered in Ameritech Tariff No. 2, Section 15.

(8) The Customer may disconnect and replace Subject Services, without incurring termination liability charges for services under this Contract Offer. Add and disconnect orders associated with such adds and disconnects are not required to be coordinated if the following conditions are met:

(a) The new service location must be within the same MSA as the original service location; and

(b) Where facilities do not exist, Customer must pay any applicable Special Construction charges.

(9) The Telephone Company will provide the Customer reasonable notification of service-affecting planned maintenance activities that may occur in the normal operation of the Telephone Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching equipment change-outs. The Telephone Company will cooperate in good faith with the Customer to determine reasonable notification methods and other requirements including any advance notification as applicable.

(10) Commingling shall be as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.

22.190.5 Rates and Charges

(A) The Customer will be billed a monthly fixed rate of six hundred-five thousand, four hundred and eighty-seven dollars ($605,487) for the purchased Subject Services up to the maximum volume of services listed in Section 22.190.5(B) below.

(B) The Customer may purchase up to the maximum quantity of each Rate Element in the Table A below without incurring any increase in the fixed monthly rate set forth in Section 22.190.5(A). (N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.190 Contract Offer No. 190 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.190.5 Rates and Charges (Cont'd)

(B) (Cont'd)

Table A

Rate Elements	Maximum Qty
Ameritech Special Access DS3 Service – Local Distribution Channel	84
Ameritech Special Access DS1 Service – Local Distribution Channel	2184
Switched Access – Switched Transport DS1 – Local Distribution Channel	2688
DS3 Average Mileage for all Subject Services*	10
Switched Access-Switched Transport DS3-Local Distribution Channel	96
DS1 Average Mileage for all Subject Services*	10

* The charges include average Variable Mileage per DS1 and DS3 Subject Services respectively, for all Subject Services purchased under this Contract Offer, not to exceed ten (10) miles per Subject Service. The Telephone Company will review the Variable Mileage associated with the Subject Services purchased by the Customer no more frequently than twice per year. If, upon such review, the Telephone Company determines that Variable Mileage for Subject Services exceeds an average of ten (10) miles per Subject Service, the Telephone Company will bill the Customer for all Variable Mileage in excess of ten (10) miles per Subject Service by applying the charges in Tariff Section 21, as applicable to a three (3) year term payment plan.

(A) Otherwise applicable Non-Recurring Charges (NRCs) in Table B, shall not apply to Subject Services:

Table B:

Rate Element	USOC
Administration Charge	NRBA1-5
Customer Connection Charge	NRMF1-5
Design C.O. Charge	NRMG1-5

(D) Where facilities do not exist, Customer pays all applicable Special Construction charges. (N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.190 Contract Offer No. 190 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.190.5 Rates and Charges (Cont'd)

(E) Other Rate Elements. Any rate elements for which rates are not provided in this Contract Tariff will be subject to the applicable rates in the Ameritech Tariff F.C.C. No. 2.

22.190.6 Credit Allowance for Service Interruptions

The credit allowance language contained below applies in lieu of credit allowance language contained in Ameritech) Tariff F.C.C. No. 2. These credits are the exclusive remedies applicable to interruptions to Subject Services provided under this Contract Offer and no other interruption credits will be applicable.

(A) When a Credit Allowance Applies:

(1) A service interruption occurs when any circuit becomes unusable to the Customer because of a failure of a facility component used to furnish service under this Attachment or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the Customer.

(2) An interruption period begins when Customer reports to the Telephone Company an unusable circuit after Customer has completed fault isolation and is reported within 24 hours of the start of the interruption, and ends when the circuit is usable. The Telephone Company may require joint out-of-service testing and correction of the interruption. In case of a service interruption, allowance for the period of interruption, shall be as follows:

(3) Ameritech DS3/DS1 Service Circuits and Switched Access Service-Switched Transport DS3.

The Customer shall be credited for an interruption of service of one (1) minute or more at the fixed rate credit shown below per circuit:

• Ameritech DS3 Service: $890.00
• Switched Access Service-Switched Transport DS3: $537.00
• Ameritech DS1 Service: $219.00 (N)

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Effective: December 19, 2009

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.190 Contract Offer No. 190 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.190.6 Credit Allowance for Service Interruptions (Cont'd)

(A) When a Credit Allowance Applies: (Cont'd)

(4) In any monthly billing period, as a result of an interruption of service, the total fixed rate credit per circuit will not exceed the specified amount shown below:

- Ameritech DS3 Service: $890.00
- Switched Access Service-Switched Transport DS3: $537.00
- Ameritech DS1 Service: $219.00

In any monthly billing period, as a result of an interruption of service, the total credits for all Subject Services will not exceed $605,487 per month.

(B) When a Credit Allowance Does Not Apply:

(1) Interruptions caused by the negligence of the Customer.

(2) Interruptions of a service caused by the failure of equipment or systems provided by the Customer or others on behalf of the Customer.

(3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.

(4) Interruptions of a service when the Customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.

(5) For service provided under a Shared Facility Credit/Shared Facility Channel Service arrangement per Ameritech Tariff No. 2, Section 7.2.9, only those Customers who notify the Telephone Company of a service outage will receive a credit allowance.

(6) Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

(7) Periods of temporary discontinuance as set forth in Ameritech Tariff 2, Section 2.2.1. The Telephone Company shall provide the Customer with prompt written notice specifying the basis of the Telephone Company's determination that temporary discontinuance of the use of a service has been required.

(N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.190 Contract Offer No. 190 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.190.6 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Does Not Apply: (Cont'd)

(8) Periods of interruption as set forth in Ameritech Tariff 2, Section 13.3.1.

(9) Interruptions caused by or related to work stoppages, governmental orders, civil commotions, insurrections, riots, and criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control.

22.190.7 Service Migration

If the Customer wishes to replace Subject Services with Ethernet[1] services provided by the Telephone Company, then upon request by the Customer, the Parties will negotiate in good faith to enter into a successor to this Contract Offer that allows for such replacement without the application of termination liability charges to the migrated services; provided however, that the Telephone Company shall not be required as a result of such negotiation to enter into any arrangement that would: (i) reduce the total revenue to the Telephone Company, as compared to that it would obtain under this Contract Offer during the remainder of the Term Period (measured as of the effective date of the successor arrangement); or (ii) reduce the Customer's term commitment, as compared to that applicable for the remainder of the Term Period (measured as of the effective date of the successor arrangement).

22.190.8 Assignment and Transfer

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

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[1] Ethernet-based services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. (N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.190 Contract Offer No. 190 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd

22.190.8 Assignment and Transfer (Cont'd)

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.190.9 Mergers/Acquisitions

All provisions of this Contract Offer shall continue in full force and effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, and Terms and Conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased. (N)

(This page filed under Transmittal No. 1711)

Effective: December 19, 2009

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.190 Contract Offer No. 190 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd

22.190.10 Termination Liability

(A) If the Customer terminates this Contract Offer prior to the end of the Contract Offer Term (other than as the result of a material breach by AT&T) for any reason other than due to "Excessive Service Outages" as defined below in Section 22.190.7(B), or if AT&T terminates this Contract Offer prior to the end of the Contract Offer Term either due to Customer's material breach of the Contract Offer or pursuant to Section 9(a), Fraud or Abuse, the Customer shall be liable for a termination charge, which shall be equal to fifty (50) percent of the MRC ($605,487) applicable under this Contract Offer for the balance of the Contract Offer Term ($605,487 X 50% X (months remaining in Contract Offer Term)). In addition and in either case, the Customer will also be charged for any NRCs previously waived and/or discounted by 100% for Subject Services subject to this Contract Offer.

(A) An Excessive Service Outage occurs when the OC-192 DSRS, as described in Section 22.190.3(A) of this Contract Offer, experiences simultaneous equipment service interruptions of both the working and protection path of the network and the service interruptions have not been excepted from treatment for a credit allowance under Section 5 above. If during any consecutive twelve (12) month period there are more than two (2) Excessive Service Outages, the Customer may terminate its purchase of Subject Services under this Contract Offer without incurring termination liability charges. Such termination shall be effective two hundred and forty (240) calendar days following delivery of written notice to the Telephone Company and notice of intent to terminate service must be given within thirty (30) calendar days of the third or any subsequent Excessive Service Outage within the same consecutive twelve (12) month period. (N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings

22.191 Contract Offering No. 191 – Access Advantage Plus Transport Service Extension

122.191.1 General Description

Contract Offer No. 191 – Access Advantage Plus Transport Service Extension is an access discount offer that provides the Customer, located in the Metropolitan Statistical Areas listed Ameritech Tariff F.C.C. No. 2, Section 21, with rates listed in Section 22.191.5 for Access Advantage Plus Transport Service. The Customer must meet the Eligibility Criteria and all Terms and Conditions listed in Section 22.191.3 and 22.191.4.

22.191.2 Service Qualifications

Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the Customer with a DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC), as described below.

(A) An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in Section 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis, as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two (2) consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four (4) consecutively assigned DS0 channels configured to provide 326 Kbps of capacity. (N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.191 Contract Offering No. 191 – Access Advantage Plus Transport Service Extension (Cont'd)

22.191.2 Service Qualifications (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six (6) consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight (8) consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve (12) consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

22.191.3 Eligibility Criteria

The Customer must meet the following eligibility criteria to subscribe to this Contract Offer:

(A) Services must be in the pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Ameritech Tariff F.C.C. No. 2, Section 21. If, during the Term Period, the Telephone Company receives pricing flexibility relief in additional MSAs, as listed in Section 21, the Customer may be able to include services provided under this Contract Offer, if available, in those additional MSAs pursuant to this Contract Offer.

(B) Customer must have an existing Access Advantage Plus Transport Service.

22.191.4 Contract Terms

(A) Contract Offering No. 191 is available for subscription from March 16, 2010 to June 15, 2010.

(B) In order to subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.191 Contract Offering No. 191 – Access Advantage Plus Transport Service Extension (Cont'd)

22.191.4 Contract Terms (Cont'd)

(C) Ameritech Tariff F.C.C. No. 2, Sections 2, 4, 5, 13 and 17 apply, except as noted herein. Any changes made to the aforementioned sections during the Customer's Contract Term, other than to provisions noted below, apply to Contract Offering No. 191.

(1) Waiver of Non-Recurring Charges – The Telephone Company shall waive any otherwise applicable Non-Recurring Charge (NRC) for services provided under this Contract Offer.

(2) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3.

(3) The Telephone Company shall waive termination liability charges that would otherwise apply to customers currently subscribed to the Access Advantage Plus Transport Service Contract Offers in the Ameritech Tariff F.C.C. No. 2, Section 22, as a result of the migration of existing Services from the currently subscribed Contract Offer to this Contract Offer.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.191 Contract Offering No. 191 – Access Advantage Plus Transport Service Extension (Cont'd)

22.191.4 Contract Terms (Cont'd)

(D) The Contract Term shall be twelve (12) months commencing on the date Telephone Company received the signed (LOS) from the Customer. This Contract Term is not renewable.

(E) Rates described in Section 22.191.5 shall apply during the Contract Term.

(F) No other discount pricing plans apply.

(G) A minimum of four (4) existing DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's Intrastate Access Advantage Plus services, and will be maintained during the Contract Term. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the Customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the Contract Term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 191 terminated.

(H) Service will utilize the pre-existing configuration which includes the same AA+ Transport Service Node.

(I) The AA+ Transport Service Customer will utilize the same channel assignments, which include:

(1) The DS0 channel assignments which connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) The consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in Section 22.191.2 (B).

(N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.191 Contract Offering No. 191 – Access Advantage Plus Transport Service Extension (Cont'd)

22.191.5 Rate Regulations

(A) Rates and Charges

The Monthly Recurring Charge for Services provided under this Contract Offer are described below in Table A.

Table A

MRC	CRIS USOC	CABS USOC
$200.00	DZS1P	1ZZPZ

22.191.6 Termination Liability

If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 191 prior to the expiration of the Contract Term, the Customer shall incur a termination charge. The termination charge for Contract Offering No. 191 is fifty (50) percent of the remaining monthly rate payments due for the balance of the Contract Term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

The Customer may elect to discontinue Contract Offering No. 191 at any time prior to the expiration of the initial Contract Term, without incurring the termination charges, provided that it meet the following criteria. Customer must provide the Telephone Company with written notice of its intent to terminate service no later than thirty (30) days before termination to become effective.

(A) The Customer establishes a new interstate special access service of equal or greater capacity,

(B) The new service is provided to the same end user's premises to which Contract Offering No. 191 was provided,

(C) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 191, and

(D) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer's initial contract term for Contract Offering No. 191.

(N)

(This page filed under Transmittal No. 1713)

22. Pricing Flexibility Contract Offerings (N)

22.192 Contract Offer No. 192 – DS1, DS3 Service Offer (N)

22.192.1 General Description (N)

This DS1/DS3 Service Offer (Contract Offer No. 192) is an access discount pricing plan which concurrent subscription is required to the following Access Tariffs: Ameritech Operating Companies (Ameritech) Tariff FCC 2, Contract Offer No. 192, and The Southern New England Telephone (SNET) Tariff FCC No. 39, Contract No. 47. Ameritech and SNET shall be identified herein as the Qualified Companies. (Nx)

Contract Offer No. 192 requires eligible Customers to satisfy a Minimum Annual Revenue Commitment (MARC), as described in Section 22.192.5, herein. The MARC will consist of recurring revenues from, in the aggregate, all Subject Services purchased from the Telephone Company and all Subject Services as defined in the other Concurrently Subscribed Contract Offer identified in Section 22.192.3, which services purchased from either of the Qualified Companies may be referred to as Qualified Access Services. (N)

Subject Services provided by the Telephone Company are described in Section 22.192.2.

Contract Offer No. 192 will be available only from July 17, 2010 through August 17, 2010.

22.192.2 Subject Services

Subject Services are listed in Table A, below. Each Subject Service under this Contract Offer must be ordered and purchased pursuant to a twelve (12) month term commitment, pursuant to Section 22.192.4(E), as applicable.

Table A – Subject Services

Subject Services	
Interstate Special Access	DS1 & DS3
Includes only those services listed above and located in the Chicago Metropolitan Statistical Area (MSA)	

(A) Subject Services ordered and purchased by the Customer prior to its subscription to this Contract Offer will be referred to as Existing Subject Services.

(B) Subject Services that were not being purchased from the Telephone Company prior to its subscription to this Contract Offer will be referred to as New Subject Services.

(x) Issued under Authority of Special Permission No. 10-015 of the FCC. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.192 Contract Offer No. 192 – DS1, DS3 Service Offer (Cont'd)

22.192.2 Subject Services (Cont'd)

(C) All terms and conditions for the Subject Services are governed by the respective tariff sections, except as provided to the contrary in this Contract Offer No. 192.

22.192.3 Eligibility Criteria

The following Eligibility Criteria apply to this Contract Offer No. 192:

(A) Subject Services must be located in the following Metropolitan Statistical Area (MSA): Chicago, Illinois.

During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 21 at the time of subscription, the Customer may, at its option, include Subject Services provided in such additional MSAs in this Contract Offer No. 192, as described in 22.192.2, Table A, herein, by providing written notice to the Telephone Company. (N)

(B) In addition to subscribing to, and purchasing Subject Services from, this Contract Offer throughout the Term Period, the Customer must concurrently subscribe to, and purchase service from the following contract offer: (Nx)

- SNET Tariff FCC No. 39, Section 25, Contract Offer No. 47. SNET Contract Offer No. 47 and this Contract Offer may be referred to as the Concurrently Subscribed Contract Offers. Any breach or termination of either of the Concurrently Subscribed Contract Offers shall be deemed to be a breach or termination of both of the Concurrently Subscribed Contract Offers. (Nx)

(C) During the month prior to the Customer's subscription to this Contract Offer, the Customer must have been purchasing DS1 and DS3 interstate special access services from each of the Qualified Companies. (N)

(D) The Customer's subscription to, and purchase of Subject Services from, the Qualified Companies under the concurrently subscribed to Contract Offers must include all of the Customer's subsidiaries and affiliates.

(E) Subject Services shall not be included in any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement, unless expressly permitted by such other pricing flexibility contract offer or other arrangement.

(x) Issued under Authority of Special Permission No. 10-015 of the FCC. (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.192 Contract Offer No. 192 – DS1, DS3 Service Offer (Cont'd)

22.192.4 Terms and Conditions

The following Terms and Conditions apply to this Contract Offer No. 192:

(A) Subscription

To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company. The LOS shall list the ACNAs of the Customer and all such affiliates and subsidiaries (Eligible ACNAs). Services ordered or purchased under other ACNAs may not be transferred to, or otherwise included, in this Contract Offer, except as expressly provided herein.

(1) The Customer may purchase Subject Services pursuant to this Contract Offer under ACNAs other than Eligible ACNAs (Other ACNAs), and/or the Customer may transfer Subject Services from Other ACNAs to Eligible ACNAs, upon thirty (30) day written notice by the Customer. Subject Services purchased under, or transferred from, Other ACNAs shall be deemed to be New Subject Services upon their purchase under or transfer to this Contract Offer.

(2) If the Customer purchases Subject Services pursuant to this Contract Offer under Other ACNAs, and/or if services are transferred from Other ACNAs to Eligible ACNAs, the MARC shall be increased to reflect such purchase under or inclusion in this Contract Offer. The amount by which the MARC is increased shall be equal to the billed monthly recurring charges (MRCs) applicable to the services included in, or transferred to, this Contract Offer from Other ACNAs times (a) the number of months remaining in the current Term Year, for purposes of determining the MARC for the current Term Year, and/or (b) twelve (12), for purposes of determining the MARC for each Term Year thereafter.

(B) Term Period

The term of this Contract Offer (Term Period) shall be five (5) years commencing on the date the Telephone Company receives the signed Letter of Subscription. This Contract Offer, including, without limitation, the issuance of credits pursuant to this Contract Offer, shall terminate upon the expiration of the Term Period. This Contract Offer is not renewable.

Purchases of the Subject Services are also subject to certain rates, charges and general terms and conditions in other sections of Ameritech Tariff FCC No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Testing Maintenance and Additional Labor Services, and such terms and conditions may be modified through filing tariff changes at any time during the Term Period. Any such modifications will not change the Terms and Conditions of Contract Offer No. 192. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.192 Contract Offer No. 192 – DS1, DS3 Service Offer (Cont'd)

22.192.4 Terms and Conditions (Cont'd)

(C) Customer must subscribe to this Contract Offer in accordance with the regulations set forth in Ameritech Tariff FCC No. 2, Section 5 – Ordering Options for Switched Access and Special Access Services.

(D) Subject Services, as defined in Section 22.192.2 to which the Customer already subscribes as of the commencement of the Term Period, shall receive credits under this Contract Offer beginning upon the commencement of the Term Period of this Contract Offer.

(E) Service Term

Each Subject Service shall be subject to a twelve (12) month term commitment (Service Term), which shall begin as provided below. Upon expiration of the Term Period of this Contract Offer, each Subject Service shall be provided for the remainder of the applicable Service Term according to the rates, terms and conditions applicable to a twelve (12) month term commitment pursuant to Section 21.5.2.7, as applicable.

(1) The Service Term for each Existing Subject Service shall begin on the date such Subject Service was placed in service, or began its existing term commitment (that is, its term commitment prior to subscription to this Contract Offer), whichever is later.

(2) The Service Term for each New Subject Service shall begin on the date the Subject Service is placed in service.

(F) Portability

DS1 Portability shall be provided as follows: The Telephone Company will credit the Customer any paid early termination liability charges for the disconnection of DS1s throughout the Term Period of Contract Offer No. 192, provided that the eligibility criteria in Section 22.192.3, and the Terms and Conditions in Section 22.192.4 have been met.

DS3 Portability shall be provided as follows: The Telephone Company will credit the Customer any paid early termination liability charges for the disconnection of DS3s throughout the Term Period of Contract Offer No. 192, provided that the eligibility criteria in Section 22.192.3 and the Terms and Conditions in Section 22.192.4 have been met. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.192 Contract Offer No. 192 – DS1, DS3 Service Offer (Cont'd)

22.192.4 Terms and Conditions (Cont'd)

(G) Technology Upgrade

As long as the Customer meets the eligibility criteria in Section 22.192.3 and the Terms and Conditions in Section 22.192.4, the Customer may purchase services which offer features based on upgraded technology from the Telephone Company to replace one or more services listed in Section 22.192.2, Table A. Once eligibility is determined, the Telephone Company shall waive termination penalties provided that the desired upgraded technology:

(1) is comparable to existing Subject Services;

(2) provides substantially the same functionality as the existing Subject Services;

(3) Customer agrees to purchase the upgraded technology for at least the remainder of the Term Period of this Contract Offer;

(4) Customer is in compliance with all Terms and Conditions of this Contract Offer; and

(5) any Existing Subject Service must have been in service for a minimum of twelve (12) months from its installation date to its disconnection date.

(H) Commingling is defined in Ameritech Tariff FCC No. 2, Section 2.6. Commingling of Subject Services provided pursuant to this Contract Offer is prohibited.

22.192.5 Minimum Annual Revenue Commitment (MARC)

This Contract Offer requires the Customer to maintain a Minimum Annual Revenue Commitment (MARC) throughout the Term Period. Each period of three hundred sixty-five (365) days during the Term Period shall be known as a Term Year. The Customer's revenue, for purposes of determining and applying the MARC shall be comprised of recurring charges associated with Qualified Access Services purchased under Eligible ACNAs, net of all applicable credits and discounts (MARC Revenue). As clarification, but not to modify the foregoing sentence, non-recurring charges (NRCs) shall not be included in determining or applying the MARC. The MARC will be calculated as outlined below in Section 22.192.5 (A). (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.192 Contract Offer No. 192 – DS1, DS3 Service Offer (Cont'd)

22.192.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(A) Determining the Minimum Annual Revenue Commitment

The Customer's MARC for Term Year 1 shall be $500,000.

The MARC for Term Years 2, 3, 4 and 5 will be reviewed and determined annually on the anniversary of the beginning of the Term Period. The MARC for Years 2, 3, 4 and 5 will be calculated as follows:

Sum of the recurring revenue for all Qualified Access Services during the last three (3) months of the prior Term Year, multiplied by four (4), multiplied by ninety-five percent (95%).

If the MARC resulting from the above calculation is greater than the previous Term Year's MARC, the newly recalculated MARC will apply during the next Term Year. If the MARC resulting from the above calculation is less than the previous Term Year's MARC, the then-current MARC will continue to apply during the next Term Year.

Example of Year 2 MARC Calculation: Customer's Term Year 1 MARC is $500,000. At the end of Term Year 1, the recurring revenue for Qualified Access Services during the previous three (3) months totaled $150,000. $150,000 times 4, times 95%, equals $570,000. Because $570,000 is greater than $500,000, the MARC for the Term Year 2 will be $570,000.

(B) Failure to Achieve the MARC

If, for any Term Year, the Customer fails to satisfy the MARC for any year of the Term Period, the Customer must choose one of the options below:

(1) The Customer shall pay a True-Up Payment as provided in Section 22.192.5 (C), below; or

(2) The Customer shall terminate this Contract Offer and pay termination liability charges as set forth in Section 22.192.9, following. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.192 Contract Offer No. 192 – DS1, DS3 Service Offer (Cont'd)

22.192.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(C) Annual True-Up

The Telephone Company shall conduct an Annual True-Up as of the end of each Term Year. If, for any Term Year, the Customer's MARC Revenue is less than the MARC applicable during that Term Year, the Telephone Company will notify the Customer, and the Customer will be required to make a True-Up Payment equal to the difference between the Customer's MARC Revenue and the MARC for the relevant Term Year. The True-Up Payment will be due sixty (60) days after the Telephone Company provides notice to the Customer. The True-Up Payment will be calculated as follows:

Annual MARC – MARC Revenue = Amount of True-Up Payment

If the Customer fails to submit a True-Up payment to the Telephone Company when due, the Customer shall be deemed to have terminated this Contract Offer, and termination charges will apply, as set forth in Section 22.192.9, below.

22.192.6 Rates

Table B, below, contains the discounted rates for this Contract Offer No. 192. Any rate elements not listed in Table B will be provided at their normally applicable rates, as provided in Ameritech Tariff FCC 2, Section 7. Each circuit (Channel Termination / LDC and Mileage) must be located entirely in the MSAs listed in Section 22.192.3 (A) to be eligible for these rates.

TABLE B

Rate Elements	Applicable USOC	MRC per Rate Element
DS3 LDC w/electrical Interface LDC	TZUPx	$807.50
DS3 Channel Mileage Termination - Per Point of Termination-CMT	CZ4Xx	$232.75
DS3 Channel Mileage-Per Mile	1YZXx	$33.15
DS3 Interconnection-Central Office Multiplexing	QM3Xx	$427.50
DS1 Channel Mileage 0 miles	1L5XX	$113.00
DS1 Channel Mileage 1-10 miles	1L5XX	$185.00
DS1 Channel Mileage 11-20 miles	1L5XX	$225.00

The Telephone Company shall waive the following NRCs associated with the purchase of qualifying DS1 and DS3 Services for Customers subscribed to (z)
Contract Offer No. 192:

(1)Design and Central Office Connection Charge per Circuit; Section 7.4.2; and
(2)Customer Connection Charge per termination; Section 7.4.2.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.192 Contract Offer No. 192 – DS1, DS3 Service Offer (Cont'd)

22.192.7 Assignment/Transfer/Successors

(A) Neither party shall assign or otherwise transfer without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed) this Contract Offer No. 192. Customer may, without the Telephone Company's consent, but upon notice to the Telephone Company, assign in whole or relevant part, its rights and obligations under this Contract Offer No. 192 to an Affiliate, but Customer will remain financially responsible for the performance of such obligations. The Telephone Company may, without Customer's consent, assign in whole or relevant part, its rights and obligations under this Contract Offer No. 192 to an Affiliate, or subcontract to an Affiliate or a third party work to be performed under this Contract Offer No. 192, but the Customer will, in each such case, remain financially responsible for the performance of such obligations. An Affiliate of a party shall be defined herein as any entity that controls, is controlled by, or is under common control with, such party.

(B) Any assignment other than as permitted by this Section 22.192.7(A) is void.

22.192.8 Mergers/Acquisitions

All provisions of this Contract Offer No, 192 shall continue in full force and in effect not withstanding any merger or acquisition affecting a party. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the party, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of a merger or acquisition, if another entity involved in the merger or acquisition purchases any service from any Telephone Company entity, such service shall not be included in this Contract Offer No.192 for any purpose. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.192 Contract Offer No. 192 – DS1, DS3 Service Offer (Cont'd)

22.192.9 Termination Liability

(A) Termination Liability of Agreement

Termination liability language, described below, applies in lieu of the termination liability language described in Ameritech Tariff FCC No. 2, Section 7.4.10. If the Customer terminates service under this Contract Offer before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination charges, as described in this Section. These charges shall become due as of the effective date of the termination of service. The Customer must provide written notification to the Telephone Company sixty (60) days prior to the desired date of termination of the Qualified Access Services pursuant to this Contract Offer.

If the Customer fails to meet any of the eligibility criteria as described in Section 22.192.3, or fails to meet any of the Terms and Conditions in Section 22.192.4, the Customer will be deemed to have terminated services under this Contract Offer and are payable pursuant to Ameritech Tariff FCC No.2, Section 7.

If the Customer terminates this Contract Offer before the completion of the Term Period, the Customer's termination liability charges for termination of the contract shall be equal to:

Fifty percent (50%) of the difference between the Actual Current Annual Recurring Revenue for Qualified Access Services and the annual MARC at the time of termination, plus fifty percent (50%) of the annual MARC at the time of termination for each subsequent year remaining in the Term Period.

50% (Annual MARC - Annual Current Recurring Revenue) +
50% (Annual MARC x years remaining) = termination liability

For example, the Customer terminates this Contract Offer in Year 2 and Customer has 3 years remaining in a 5-year Term Period. Customer's current MARC at time of termination is $500,000, and actual recurring revenue is $ 400,000. The termination liability charge will be as follows:

50% ($500,000 - 400,000) + 50% ($500,000 x 3) = $800,000 termination liability charge (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.192 Contract Offer No. 192 – DS1, DS3 Service Offer (Cont'd)

22.192.9 Termination Liability (Cont'd)

(B) Termination Liability Individual Subject Services

Termination liability, as described below, applies in lieu of termination liability as described in Ameritech Tariff FCC No. 2, Section 7.4.10. If the Customer terminates Subject Services under this Contract Offer before the completion of the applicable Service Term during the Term Period for any reason other than material breach by the Telephone Company, the Customer must pay the Telephone Company termination charges as described in this Section. These charges shall become due as of the effective date of the termination of service. The Customer must provide written notification to the Telephone Company thirty (30) days prior to the desired date of termination of the Subject Services pursuant to this Contract Offer.

The Customer will be liable for a termination charge which shall be equal to fifty percent (50%) of the MRC for the disconnected rate elements, or Subject Services, for the balance of the Service Term.

MRC X 50% X (months remaining in the applicable Service Term)

In addition, the Customer will be charged for any NRCs previously waived and/or discounted by one hundred percent (100%) for such terminated individual rate elements or Subject Services. (N)

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22. Pricing Flexibility Contract Offerings (N)

22.193 Contract Offer No. 193 – DS1, DS3 Service Offer (N)

22.193.1 General Description (N)

This DS1/DS3 Service Offer (Contract Offer No. 193) is an access discount pricing plan which concurrent subscription is required to the following Access Tariffs: Ameritech Operating Companies (Ameritech) Tariff FCC 2, Contract Offer No. 193, and The Southern New England Telephone (SNET) Tariff FCC No. 39, Contract No. 48. Ameritech and SNET shall be identified herein as the Qualified Companies. (Nx)

Contract Offer No. 193 requires eligible Customers to satisfy a Minimum Annual Revenue Commitment (MARC), as described in Section 22.193.5, herein. The MARC will consist of recurring revenues from, in the aggregate, all Subject Services purchased from the Telephone Company and all Subject Services as defined in the other Concurrently Subscribed Contract Offer identified in Section 22.193.3, which services purchased from either of the Qualified Companies may be referred to as Qualified Access Services. (N)

Subject Services provided by the Telephone Company are described in Section 22.193.2.

Contract Offer No. 193 will be available only from September 25, 2010 through October 25, 2010.

22.193.2 Subject Services

Subject Services are listed in Table A, below. Each Subject Service under this Contract Offer must be ordered and purchased pursuant to a twelve (12) month term commitment, pursuant to Section 22.193.4(E), as applicable.

Table A – Subject Services

Subject Services	
Interstate Special Access	DS1 & DS3
Includes only those services listed above and located in the Chicago Metropolitan Statistical Area (MSA)	

(A) Subject Services ordered and purchased by the Customer prior to its subscription to this Contract Offer will be referred to as Existing Subject Services.

(B) Subject Services that were not being purchased from the Telephone Company prior to its subscription to this Contract Offer will be referred to as New Subject Services.

(x) Issued under Authority of Special Permission No. 10-020 of the FCC. (N)

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22.Pricing Flexibility Contract Offerings (Cont'd) (N)

22.193 Contract Offer No. 193 – DS1, DS3 Service Offer (Cont'd)

22.193.2 Subject Services (Cont'd)

(C) All terms and conditions for the Subject Services are governed by the respective tariff sections, except as provided to the contrary in this Contract Offer No. 193.

22.193.3 Eligibility Criteria

The following Eligibility Criteria apply to this Contract Offer No. 193:

(A) Subject Services must be located in the following Metropolitan Statistical Area (MSA): Chicago, Illinois.

During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 21 at the time of subscription, the Customer may, at its option, include Subject Services provided in such additional MSAs in this Contract Offer No. 193, as described in 22.193.2, Table A, herein, by providing written notice to the Telephone Company. (N)

(B) In addition to subscribing to, and purchasing Subject Services from, this Contract Offer throughout the Term Period, the Customer must concurrently subscribe to, and purchase service from the following contract offer: (Nx)

- SNET Tariff FCC No. 39, Section 25, Contract Offer No. 48. SNET Contract Offer No. 48 and this Contract Offer may be referred to as the Concurrently Subscribed Contract Offers. Any breach or termination of either of the Concurrently Subscribed Contract Offers shall be deemed to be a breach or termination of both of the Concurrently Subscribed Contract Offers. (Nx)

(C) During the month prior to the Customer's subscription to this Contract Offer, the Customer must have been purchasing DS1 and DS3 interstate special access services from each of the Qualified Companies. (N)

(D) The Customer's subscription to, and purchase of Subject Services from, the Qualified Companies under the concurrently subscribed to Contract Offers must include all of the Customer's subsidiaries and affiliates.

(E) Subject Services shall not be included in any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement, unless expressly permitted by such other pricing flexibility contract offer or other arrangement.

(x) Issued under Authority of Special Permission No. 10-020 of the FCC. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.193 Contract Offer No. 193 – DS1, DS3 Service Offer (Cont'd)

22.193.4 Terms and Conditions

The following Terms and Conditions apply to this Contract Offer No. 193:

(A) Subscription

To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company. The LOS shall list the ACNAs of the Customer and all such affiliates and subsidiaries (Eligible ACNAs). Services ordered or purchased under other ACNAs may not be transferred to, or otherwise included, in this Contract Offer, except as expressly provided herein.

(1) The Customer may purchase Subject Services pursuant to this Contract Offer under ACNAs other than Eligible ACNAs (Other ACNAs), and/or the Customer may transfer Subject Services from Other ACNAs to Eligible ACNAs, upon thirty (30) day written notice by the Customer. Subject Services purchased under, or transferred from, Other ACNAs shall be deemed to be New Subject Services upon their purchase under or transfer to this Contract Offer.

(2) If the Customer purchases Subject Services pursuant to this Contract Offer under Other ACNAs, and/or if services are transferred from Other ACNAs to Eligible ACNAs, the MARC shall be increased to reflect such purchase under or inclusion in this Contract Offer. The amount by which the MARC is increased shall be equal to the billed monthly recurring charges (MRCs) applicable to the services included in, or transferred to, this Contract Offer from Other ACNAs times (a) the number of months remaining in the current Term Year, for purposes of determining the MARC for the current Term Year, and/or (b) twelve (12), for purposes of determining the MARC for each Term Year thereafter.

(B) Term Period

The term of this Contract Offer (Term Period) shall be five (5) years commencing on the date the Telephone Company receives the signed Letter of Subscription. This Contract Offer, including, without limitation, the issuance of credits pursuant to this Contract Offer, shall terminate upon the expiration of the Term Period. This Contract Offer is not renewable.

Purchases of the Subject Services are also subject to certain rates, charges and general terms and conditions in other sections of Ameritech Tariff FCC No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Testing Maintenance and Additional Labor Services, and such terms and conditions may be modified through filing tariff changes at any time during the Term Period. Any such modifications will not change the Terms and Conditions of Contract Offer No. 193. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.193 Contract Offer No. 193 – DS1, DS3 Service Offer (Cont'd)

22.193.4 Terms and Conditions (Cont'd)

(C) Customer must subscribe to this Contract Offer in accordance with the regulations set forth in Ameritech Tariff FCC No. 2, Section 5 – Ordering Options for Switched Access and Special Access Services.

(D) Subject Services, as defined in Section 22.193.2 to which the Customer already subscribes as of the commencement of the Term Period, shall receive credits under this Contract Offer beginning upon the commencement of the Term Period of this Contract Offer.

(E) Service Term

Each Subject Service shall be subject to a twelve (12) month term commitment (Service Term), which shall begin as provided below. Upon expiration of the Term Period of this Contract Offer, each Subject Service shall be provided for the remainder of the applicable Service Term according to the rates, terms and conditions applicable to a twelve (12) month term commitment pursuant to Section 21.5.2.7, as applicable.

(1) The Service Term for each Existing Subject Service shall begin on the date such Subject Service was placed in service, or began its existing term commitment (that is, its term commitment prior to subscription to this Contract Offer), whichever is later.

(2) The Service Term for each New Subject Service shall begin on the date the Subject Service is placed in service.

(F) Portability

DS1 Portability shall be provided as follows: The Telephone Company will credit the Customer any paid early termination liability charges for the disconnection of DS1s throughout the Term Period of Contract Offer No. 193, provided that the eligibility criteria in Section 22.193.3, and the Terms and Conditions in Section 22.193.4 have been met.

DS3 Portability shall be provided as follows: The Telephone Company will credit the Customer any paid early termination liability charges for the disconnection of DS3s throughout the Term Period of Contract Offer No. 193, provided that the eligibility criteria in Section 22.193.3 and the Terms and Conditions in Section 22.193.4 have been met. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.193 Contract Offer No. 193 – DS1, DS3 Service Offer (Cont'd)

22.193.4 Terms and Conditions (Cont'd)

(G) Technology Upgrade

As long as the Customer meets the eligibility criteria in Section 22.193.3 and the Terms and Conditions in Section 22.193.4, the Customer may purchase services which offer features based on upgraded technology from the Telephone Company to replace one or more services listed in Section 22.193.2, Table A. Once eligibility is determined, the Telephone Company shall waive termination penalties provided that the desired upgraded technology:

(1) is comparable to existing Subject Services;

(2) provides substantially the same functionality as the existing Subject Services;

(3) Customer agrees to purchase the upgraded technology for at least the remainder of the Term Period of this Contract Offer;

(4) Customer is in compliance with all Terms and Conditions of this Contract Offer; and

(5) any Existing Subject Service must have been in service for a minimum of twelve (12) months from its installation date to its disconnection date.

(H) Commingling is defined in Ameritech Tariff FCC No. 2, Section 2.6. Commingling of Subject Services provided pursuant to this Contract Offer is prohibited.

22.193.5 Minimum Annual Revenue Commitment (MARC)

This Contract Offer requires the Customer to maintain a Minimum Annual Revenue Commitment (MARC) throughout the Term Period. Each period of three hundred sixty-five (365) days during the Term Period shall be known as a Term Year. The Customer's revenue, for purposes of determining and applying the MARC shall be comprised of recurring charges associated with Qualified Access Services purchased under Eligible ACNAs, net of all applicable credits and discounts (MARC Revenue). As clarification, but not to modify the foregoing sentence, non-recurring charges (NRCs) shall not be included in determining or applying the MARC. The MARC will be calculated as outlined below in Section 22.193.5 (A). (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.193 Contract Offer No. 193 – DS1, DS3 Service Offer (Cont'd)

22.193.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(A) Determining the Minimum Annual Revenue Commitment

The Customer's MARC for Term Year 1 shall be $500,000.

The MARC for Term Years 2, 3, 4 and 5 will be reviewed and determined annually on the anniversary of the beginning of the Term Period. The MARC for Years 2, 3, 4 and 5 will be calculated as follows:

Sum of the recurring revenue for all Qualified Access Services during the last three (3) months of the prior Term Year, multiplied by four (4), multiplied by ninety-five percent (95%).

If the MARC resulting from the above calculation is greater than the previous Term Year's MARC, the newly recalculated MARC will apply during the next Term Year. If the MARC resulting from the above calculation is less than the previous Term Year's MARC, the then-current MARC will continue to apply during the next Term Year.

Example of Year 2 MARC Calculation: Customer's Term Year 1 MARC is $500,000. At the end of Term Year 1, the recurring revenue for Qualified Access Services during the previous three (3) months totaled $150,000. $150,000 times 4, times 95%, equals $570,000. Because $570,000 is greater than $500,000, the MARC for the Term Year 2 will be $570,000.

(B) Failure to Achieve the MARC

If, for any Term Year, the Customer fails to satisfy the MARC for any year of the Term Period, the Customer must choose one of the options below:

(1) The Customer shall pay a True-Up Payment as provided in Section 22.193.5 (C), below; or

(2) The Customer shall terminate this Contract Offer and pay termination liability charges as set forth in Section 22.193.9, following. (N)

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22.Pricing Flexibility Contract Offerings (Cont'd) (N)

22.193 Contract Offer No. 193 – DS1, DS3 Service Offer (Cont'd)

22.193.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(C) Annual True-Up

The Telephone Company shall conduct an Annual True-Up as of the end of each Term Year. If, for any Term Year, the Customer's MARC Revenue is less than the MARC applicable during that Term Year, the Telephone Company will notify the Customer, and the Customer will be required to make a True-Up Payment equal to the difference between the Customer's MARC Revenue and the MARC for the relevant Term Year. The True-Up Payment will be due sixty (60) days after the Telephone Company provides notice to the Customer. The True-Up Payment will be calculated as follows:

Annual MARC – MARC Revenue = Amount of True-Up Payment

If the Customer fails to submit a True-Up payment to the Telephone Company when due, the Customer shall be deemed to have terminated this Contract Offer, and termination charges will apply, as set forth in Section 22.193.9, below.

22.193.6 Rates

Table B, below, contains the discounted rates for this Contract Offer No. 193. Any rate elements not listed in Table B will be provided at their normally applicable rates, as provided in Ameritech Tariff FCC 2, Section 7. Each circuit (Channel Termination / LDC and Mileage) must be located entirely in the MSAs listed in Section 22.193.3 (A) to be eligible for these rates.

TABLE B

Rate Elements	Applicable USOC	MRC per Rate Element
DS3 LDC w/electrical Interface LDC	TZUPx	$807.50
DS3 Channel Mileage Termination - Per Point of Termination-CMT	CZ4Xx	$232.75
DS3 Channel Mileage-Per Mile	1YZXx	$33.15
DS3 Interconnection-Central Office Multiplexing	QM3Xx	$427.50
DS1 Channel Mileage 0 miles	1L5XX	$113.00
DS1 Channel Mileage 1-10 miles	1L5XX	$185.00
DS1 Channel Mileage 11-20 miles	1L5XX	$225.00

The Telephone Company shall waive the following NRCs associated with the purchase of qualifying DS1 and DS3 Services for Customers subscribed to Contract Offer No. 193:

(1)Design and Central Office Connection Charge per Circuit; Section 7.4.2; and
(2)Customer Connection Charge per termination; Section 7.4.2. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.193 Contract Offer No. 193 – DS1, DS3 Service Offer (Cont'd)

22.193.7 Assignment/Transfer/Successors

(A) Neither party shall assign or otherwise transfer without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed) this Contract Offer No. 193. Customer may, without the Telephone Company's consent, but upon notice to the Telephone Company, assign in whole or relevant part, its rights and obligations under this Contract Offer No. 193 to an Affiliate, but Customer will remain financially responsible for the performance of such obligations. The Telephone Company may, without Customer's consent, assign in whole or relevant part, its rights and obligations under this Contract Offer No. 193 to an Affiliate, or subcontract to an Affiliate or a third party work to be performed under this Contract Offer No. 193, but the Customer will, in each such case, remain financially responsible for the performance of such obligations. An Affiliate of a party shall be defined herein as any entity that controls, is controlled by, or is under common control with, such party.

(B) Any assignment other than as permitted by this Section 22.193.7(A) is void.

22.193.8 Mergers/Acquisitions

All provisions of this Contract Offer No, 193 shall continue in full force and in effect not withstanding any merger or acquisition affecting a party. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the party, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of a merger or acquisition, if another entity involved in the merger or acquisition purchases any service from any Telephone Company entity, such service shall not be included in this Contract Offer No.193 for any purpose. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.193 Contract Offer No. 193 – DS1, DS3 Service Offer (Cont'd)

22.193.9 Termination Liability

(A) Termination Liability of Agreement

Termination liability language, described below, applies in lieu of the termination liability language described in Ameritech Tariff FCC No. 2, Section 7.4.10. If the Customer terminates service under this Contract Offer before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination charges, as described in this Section. These charges shall become due as of the effective date of the termination of service. The Customer must provide written notification to the Telephone Company sixty (60) days prior to the desired date of termination of the Qualified Access Services pursuant to this Contract Offer.

If the Customer fails to meet any of the eligibility criteria as described in Section 22.193.3, or fails to meet any of the Terms and Conditions in Section 22.193.4, the Customer will be deemed to have terminated services under this Contract Offer and are payable pursuant to Ameritech Tariff FCC No.2, Section 7.

If the Customer terminates this Contract Offer before the completion of the Term Period, the Customer's termination liability charges for termination of the contract shall be equal to:

Fifty percent (50%) of the difference between the Actual Current Annual Recurring Revenue for Qualified Access Services and the annual MARC at the time of termination, plus fifty percent (50%) of the annual MARC at the time of termination for each subsequent year remaining in the Term Period.

50% (Annual MARC - Annual Current Recurring Revenue) +
50% (Annual MARC x years remaining) = termination liability

For example, the Customer terminates this Contract Offer in Year 2 and Customer has 3 years remaining in a 5-year Term Period. Customer's current MARC at time of termination is $500,000, and actual recurring revenue is $ 400,000. The termination liability charge will be as follows:

50% ($500,000 - 400,000) + 50% ($500,000 x 3) = $800,000 termination liability charge (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.193 Contract Offer No. 193 – DS1, DS3 Service Offer (Cont'd)

22.193.9 Termination Liability (Cont'd)

(B) Termination Liability Individual Subject Services

Termination liability, as described below, applies in lieu of termination liability as described in Ameritech Tariff FCC No. 2, Section 7.4.10. If the Customer terminates Subject Services under this Contract Offer before the completion of the applicable Service Term during the Term Period for any reason other than material breach by the Telephone Company, the Customer must pay the Telephone Company termination charges as described in this Section. These charges shall become due as of the effective date of the termination of service. The Customer must provide written notification to the Telephone Company thirty (30) days prior to the desired date of termination of the Subject Services pursuant to this Contract Offer.

The Customer will be liable for a termination charge which shall be equal to fifty percent (50%) of the MRC for the disconnected rate elements, or Subject Services, for the balance of the Service Term.

MRC X 50% X (months remaining in the applicable Service Term)

In addition, the Customer will be charged for any NRCs previously waived and/or discounted by one hundred percent (100%) for such terminated individual rate elements or Subject Services. (N)

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22. Pricing Flexibility Contract Offerings (N)

22.194 Contract Offer No. 194 – Access Service Offer

22.194.1 General Description

The Special Access Service Offer (Contract Offer No. 194) is a Minimum Annual Revenue Commitment plan for which concurrent subscription is (N) required to this Contract Offer and the following Access Tariffs: Nevada Bell (Nx) Telephone Company (NBTC) Tariff F.C.C. No. 1, Contract Offer No. 24; Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Contract Offer No. 155; The Southern New England Telephone (SNET) Tariff F.C.C. No. 39, Contract Offer No. 49; BellSouth Telecommunications, Inc. (BellSouth) Tariff F.C.C. No. 1, Contract Offer No. 72, and Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73 Contract Offer No. 170 (collectively, with this Contract Offer No. 194, Concurrently Subscribed Contract Offers). NBTC, PBTC, SNET, BellSouth and SWBT, with the Telephone Company, shall be identified herein as the “Qualified Companies.” (Nx)

Subject to the Terms and Conditions set forth elsewhere in this Contract (N) Offer No. 194 and the other Concurrently Subscribed Contract Offers, Contract Offer No. 194 requires eligible Customers to make and satisfy a Minimum Annual Revenue Commitment (MARC), as defined in Section 22.194.5. The MARC consists of certain recurring revenues from, in the aggregate, all MARC-eligible services purchased from Ameritech Operating Companies (Ameritech or the Telephone Company), as defined and provided in this Contract Offer No. 194, and the MARC-eligible services as defined and provided in the other Concurrently Subscribed Contract Offers described in Section 22.194.3(C).

MARC-eligible services provided by the Telephone Company are described in Section 22.194.2, with the Subject Services set forth in Section 22.194.2(A), and Non-Subject Services set forth in Section 22.194.2(B).

Contract Offer No. 194 will be available for subscription only from November 11, 2010 through December 11, 2010. This offer is not renewable.

(x) Issued under Authority of Special Permission No. 10-025 of F.C.C. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.194 Contract Offer No. 194 – Access Service Offer (Cont'd)

22.194.2 Subject and Non-Subject Services

MARC-eligible services under this Contract Offer No. 194 consist of both Subject Services, listed in Table A, below, and Non-Subject Services, listed in Table B, below, provided by the Telephone Company and located within the "Operating Territory" of the Telephone Company, as described in Ameritech Tariff F.C.C. No. 2, Section 14 (Operating Territory) except that in no event shall any services connecting to the Customer's or any of its Affiliate's cell sites, mobile telecommunications switching offices (MTSOs), or mobile switching centers (MSCs) be considered MARC-eligible services.

(A) Subject Services
Subject Services are pricing flexibility qualified access services or rate elements listed in Table A, below.

Table A – Subject Services

Category	**Services Included**
Interstate Special Access located in Pricing Flexibility Metropolitan Statistical Areas (MSAs)	DS1, DS3, SONET Express, except for any rate elements not subject to pricing flexibility

(B) Non-Subject Services
Non-Subject Services are listed in Table B, below.

Table B – Non-Subject Services

Category	**Services Included**
Interstate Special Access Services provided by the Telephone Company but not located in Pricing Flexibility Metropolitan Statistical Areas (MSAs) and any rate elements located in Pricing Flexibility MSAs but not subject to pricing flexibility relief.	DS1, DS3, SONET Express services and rate elements not listed in Table A
Broadband Interstate Special Access	[1] Optical Carrier Network (OCN) Point to Point, Dedicated SONET Ring Service (DSRS), Multi-Service Optical Network (MON) Ring Service, GigaMAN,® DecaMAN® and Opt-E-MAN[1] Services, Serial Component Video Service (SCVS), AVS 270 Video Service, HDTV
Intrastate Special Access	Intrastate services equivalent to the interstate services listed above as either Subject Services or Non-Subject Services

[1] Interstate OCN PTP, DSRS, MON, GigaMAN,® DecaMAN®, and Opt-E-MAN® services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.194 Contract Offer No. 194 – Access Service Offer (Cont'd)

22.194.2 Subject and Non-Subject Services (Cont'd)

(C) All terms and conditions for those MARC-eligible services that are tariffed are governed by their respective tariff sections, except as noted in this Contract Offer No. 194. All terms and conditions for those MARC-eligible services that are not tariffed are governed by the applicable guidebooks, service guides or contracts. No service purchased by or on behalf of any Affiliate of Customer that is not a "Permitted Affiliate," as defined herein, and no service purchased by Customer, or any of its Permitted Affiliates, for its provision of wireless telecommunications services, shall constitute a Subject Service or Non-Subject Service under this Contract Offer. A "Permitted Affiliate," as that phrase is used in this Contract Offer, is an Affiliate of Customer that is identified by Customer on its LOS under this Contract Offer. "Affiliate" is defined herein as set forth in the Communications Act of 1934, as amended. "Wireless telecommunications services" is defined as set forth in 47 CFR § 1.907.

(D) Subject Services and Non-Subject Services shall also include any additional similar or successor services which are provided by the Qualified Companies and were not available as of the effective date of this Contract Offer No. 194.

22.194.3 Eligibility Criteria

The following Eligibility Criteria apply to this Contract Offer No. 194:

(A) Contract Offer No. 194 is available for qualified special access services located in the Pricing Flexibility MSAs where the Telephone Company has been granted Phase II pricing flexibility, as listed in Ameritech Tariff F.C.C. No. 2, Section 21 and those additional MSA's listed below. During the Term Period of this Contract Offer No. 194, if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 21 at the time of subscription, the Customer may, at its option, include Subject Services in those additional MSAs as eligible for the discounts under this Contract Offer No. 194.

Akron, OH; Anderson, IN; Battle Creek, MI; Chicago, IL; Cincinnati, OH; Cleveland-Lorain-Elyria, OH; Dayton, OH; Detroit/Ann Arbor, MI; Eau Claire, WI; Evansville /Henderson, IN; Fort Wayne, IN; Indianapolis, IN; Kalamazoo, MI; Kenosha, WI; Toledo, OH; Peoria, IL.

(B) During the twelve (12) months prior to the Subscription Date, the Customer must have purchased services equivalent to those included among the Subject Services and Non-Subject Services under this Contract Offer, which services must have resulted in charges equivalent to those included in MARC-Eligible Charges under this Contract Offer (as defined in Section 22.194.4(C), below) during those twelve (12) months equal to no less than $800 million. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.194 Contract Offer No. 194 – Access Service Offer (Cont'd)

22.194.3 Eligibility Criteria (Cont'd) (N)

(C) Concurrently Subscribed Contract Offers. The Customer must concurrently subscribe to the following Contract Offers: (Nx)

- NBTC Tariff F.C.C. No. 1, Contract Offer No. 24;
- PBTC Tariff F.C.C. No. 1, Contract Offer No. 155;
- SWBT Tariff F.C.C. No. 73, Contract Offer No. 170;
- Ameritech Tariff F.C.C. No. 2, Contract Offer No. 194;
- BellSouth Tariff F.C.C. No. 1, Contract Offer No. 72; and
- SNET Tariff F.C.C. No. 39, Contract Offer No. 49. (Nx)

(D) As of the time of the Customer's subscription to this Contract Offer, the Customer may not be purchasing interstate or intrastate special access services from the Telephone Company pursuant to any pricing flexibility contract offer, broadband services agreement, intrastate "ICB" contract or other individually negotiated tariff or agreement that includes any minimum volume or revenue commitment, other than the Concurrently Subscribed Contract Offers or any contract offer that will be terminated upon the Customer's subscription to Concurrently Subscribed Contract Offers. (N)

22.194.4 Terms and Conditions

The following Terms and Conditions apply to this Contract Offer No. 194:

(A) Subscription.

To subscribe to Contract Offer No. 194, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company. The Customer must provide, at the time of subscription, all applicable and qualifying Access Customer Name Abbreviations (ACNAs) that the Customer designates for inclusion in this Contract Offer No. 194 for itself and its Permitted Affiliates (hereafter referred to as "Eligible ACNAs"). Services ordered or purchased under other ACNAs may not be transferred to, or converted for inclusion under, this Contract Offer No. 194.

(x) Issued under Authority of Special Permission No. 10-025 of F.C.C. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.194 Contract Offer No. 194 – Access Service Offer (Cont'd)

22.194.4 Terms and Conditions (Cont'd)

(B) Term Period

The term of this Contract Offer No. 194 (Term Period) shall begin on the date the Letter of Subscription (LOS) is signed by the last of the Customer and the Telephone Company (Subscription Date) and shall end on June 30, 2014, subject to extensions as provided in this Section 22.194.4 (B). Term Year 1 shall begin on the Subscription Date and end on June 30, 2011, and shall consist of three quarters (from the Subscription Date to December 31, 2010; from January 1, 2011 to March 31, 2011; and from April 1, 2011 to June 30, 2011). Each subsequent Term Year shall consist of a period of twelve (12) consecutive months, beginning July 1st after the end of the previous Term Year.

The Term Period will be extended at the Customer's option by up to two (2) consecutive one-year extension periods if the Customer provides to the Telephone Company written notice of intent to extend this Contract Offer No. 194 for such an extension period, at least ninety (90) days prior to June 30, 2014, or with respect to the second extension, at least ninety (90) days prior to June 30, 2015. If the Customer fails to provide such notice, the Term Period ends on June 30, 2014, or after the first extension period on June 30, 2015, as applicable. The extension, if any, must apply to all of the Concurrently Subscribed Contract Offers.

(C) The Customer must satisfy a MARC, as described in 22.194.5(A), for each Term Year of this Contract Offer No. 194. The MARC shall be satisfied by gross billed
recurring revenue, after application of any discounts or credits applicable to those (N)
recurring revenues (except Area Commitment Plan credits under the BellSouth Tariff (Nx)
F.C.C. No. 1 and those issued under this Contract Offer No. 194 and the other (Nx)
Concurrently Subscribed Contract Offers), as well as adjustments for overbilling, (N)
underbilling and billing dispute settlements addressed during the Annual True-up Process only for, in the aggregate, the MARC-eligible services, as set forth in Section 22.194.2 of this Contract Offer No. 194, and the MARC-eligible services, as similarly set forth in the other Concurrently Subscribed Contract Offers, which are purchased by and billed to Customer and its Permitted Affiliates (as each exists as of July 1, 2010) (or their permitted successors) under the Eligible ACNAs (collectively, "MARC-Eligible Charges"). The MARC-eligible services, as set forth in Section 22.194.2 of this Contract Offer No. 194, and the MARC-eligible services as similarly set forth in the other Concurrently Subscribed Contract Offers, are collectively referred as the "MARC-Eligible Services." The Customer's MARC-Eligible Charges shall specifically exclude non-recurring charges, usage-based charges and temporary service charges. A "permitted successor" is a successor-in-interest to the Customer or a Permitted Affiliate that is itself an Affiliate of Customer, provided, however, that charges for MARC-eligible services, as set forth in Section 22.194.2 of this Contract Offer No. 194, and charges for MARC-eligible services, as similarly set forth in the other Concurrently Subscribed Contract Offers, shall only be considered MARC-Eligible Charges to the extent that they would have prior to the transaction that resulted in such permitted successor.

(D) Credits earned by the Customer under this Contract Offer No. 194 and the other Concurrently Subscribed Contract Offers shall be applied as described in Section 22.194.6, below, and in the analogous sections of the other Concurrently Subscribed Contract Offers. (N)

(x) Issued under Authority of Special Permission No. 10-025 of F.C.C. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.194 Contract Offer No. 194 – Access Service Offer (Cont'd)

22.194.4 Terms and Conditions (Cont'd)

(E) Credits earned under this Contract Offer No. 194 are in addition to, and do not alter, any existing service discounts/term plans available in the Telephone Company's generally applicable tariffs or other Contract Tariffs.

(F) MARC-Eligible Services under this Contract Offer No. 194 may not be purchased pursuant to any pricing flexibility contract offer, broadband services agreement, intrastate "ICB" contract or other individually negotiated tariff or agreement that includes any minimum volume or revenue commitment, other than the Concurrently Subscribed Contract Offers (any such precluded tariffs or agreements hereafter referred to as an "Other Commitment Agreement"), unless the Other Commitment Agreement expressly refers to this Contract Offer and expressly permits the Customer to purchase such services subject to both this Contract Offer and the Other Commitment Agreement. The word "purchase," as used in the foregoing sentence refers to the Customer obtaining or using any service in exchange for compensation, regardless of when the service was ordered or installed.

(G) Purchase of Long Distance Voice Services:

The Customer must commit to purchasing, between August 1, 2010 and July 31, 2012, a single TDM–based long distance voice service and/or a single IP-based long distance voice service from an affiliate of the Telephone Company, including, but not limited to, ABN/OneNet,[1] representing aggregate recurring billed revenues of no less than $85 million over such two- year period, after applicable discounts, credits, and adjustments.

(H) Credits to be provided under this Contract Offer No. 194 will not be issued unless and until the Customer has paid all billed charges for MARC-Eligible Services due and owing as of the date the credits are issued (excluding amounts properly disputed), and is otherwise in material compliance with this Contract Offer.

(I) Subject Services are subject to certain rates, charges and general terms and conditions in other sections of Ameritech Tariff F.C.C. Tariff No. 2 (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services), and such terms and conditions may be modified through the filing of tariff changes at any time during the Contract Term. However, such tariff modifications will not change the Terms and Conditions described in this Contract Offer No. 194.

(J) Commingling (as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6) of Subject Services provided pursuant to this Contract Offer No. 194 is prohibited.

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[1] ABN/OneNet services are provided on a contractual basis outside of the tariff, including all terms and conditions. Rates, terms and conditions associated with ABN/OneNet services are available at http://new.serviceguide.att.com/ (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.194 Contract Offer No. 194 – Access Service Offer (Cont'd

22.194.5 Minimum Annual Revenue Commitment (MARC)

(A) MARC Establishment

The Customer must satisfy a MARC for each Term Year, as set forth in Table C, below, to be satisfied by MARC-Eligible Charges.

Table C

Term Year	**Minimum Annual Revenue Commitment**
Year 1	$491,166,666
Year 2	$846,000,000
Year 3	$848,000,000
Year 4	$848,000,000
Year 5 - First Optional Extension	$848,000,000
Year 6 - Second Optional Extension	$848,000,000

(B) MARC Calculations

Satisfaction of the MARC shall be determined according to MARC-Eligible Charges (defined in Section 22.194.4(C)). MARC-Eligible Charges include charges for MARC-Eligible Services that were in service as of the Subscription Date, as well as those placed in service during the Term Period.

(C) Failure to Satisfy the MARC

If the Customer fails to satisfy the MARC or a year-to-date pro-rated quarterly MARC, as the case may be, as determined in the Quarterly True-Up Process or the Annual True-Up Process, the Qualified Companies shall bill and the Customer shall pay the amount of the Quarterly Shortfall or Annual Shortfall (collectively "Shortfalls"), as applicable, as provided in Sections 22.194.6(B) and (C), below. Any Shortfalls shall be divided among this Contract Offer No. 194 and the other Concurrently Subscribed Contract Offers in proportion to the billing incurred for MARC-Eligible Charges under those contract offers. Customer and the Qualified Companies shall attempt in good faith to complete the processes contemplated in the Quarterly True-Up and Annual True-Up, including making any payments or applying any credits resulting there from within ninety (90) days from the end of the respective quarterly period or Term Year.

(D) If Qualified Companies sell or dispose of more than one percent (1%) of their assets, or if the Customer sells or disposes of more than one percent (1%) of its assets used in purchasing services required to achieve any MARC, and any such sale or disposal materially impairs the Customer's ability to satisfy any MARC, the parties shall negotiate in good faith one or more replacement contract offers to reflect the impairment of such sale or disposal on Customer's ability to satisfy the affected MARC(s) and implement corresponding proportional reductions of the MARC(s) and Monthly MARC Credits (MMC). (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.194 Contract Offer No. 194 – Access Service Offer (Cont'd)

22.194.6 Discounts and Other Credits

(A) Monthly Credits

For each month of a Term Year, the Customer is eligible for a single Monthly MARC credit under, collectively, this Contract Offer and the other Concurrently Subscribed Contract Offers (Monthly MARC Credits or MMCs).

The Qualified Companies will issue an MMC to the Customer for any month during a Term Year in which the Customer satisfies one-twelfth (1/12) of the MARC for that Term Year (Monthly MARC). If the Customer has not met the Monthly MARC, no credit will be given at that time, but Customer remains eligible to receive such MMCs at a later date in conjunction with the Quarterly and Annual True-Up processes as noted below.

The aggregate amount of Monthly MARC Credits for a Term Year under this Contract Offer No. 194 and the other Concurrently Subscribed Contract Offers shall be as provided in Table D, below. The Monthly Credits shall be divided among this Contract Offer No. 194 and the other Concurrently Subscribed Contract Offers in proportion to the billing incurred for the MARC-Eligible Charges. The Telephone Company will apply the portion of the MMC associated with this Contract Offer No. 194 to the Customer's bill no later than sixty (60) days from the end of the month in which the Monthly MARC was achieved. MMCs will be allocated among the Qualified Companies according to the amounts of revenue attributable to Subject Services and billed by the Qualified Companies during the relevant month.

MMCs shall not be posted if the Customer is in material breach of this Contract Offer No. 194 or another Concurrently Subscribed Contract Offer, or in material breach of any other terms and conditions governing the Subject Services, including, without limitation, failure to pay any undisputed amount due for Subject Services, until such breach is cured or payment for undisputed amounts is made by Customer.

Table D

Term Year	**Monthly MARC Credit (MMC)**
Year 1	$6,000,000
Year 2	$6,000,000
Year 3	$6,000,000
Year 4	$6,000,000
Year 5 - First Optional Extension	$6,000,000
Year 6 - Second Optional Extension	$6,000,000

(N)

(This page filed under Transmittal No. 1724)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.194 Contract Offer No. 194 – Access Service Offer (Cont'd)

22.194.6 Discounts and Other Credits (Cont'd)

(B) Quarterly True-up Process

(1) The Qualified Companies shall perform a MARC true-up calculation following each of the first three quarters of each Term Year of this Contract Offer No. 194 and the other Concurrently Subscribed Contract Offers (Quarterly True-up Process), provided that the Term Year 1 shall have such quarterly true-ups only for the first two of its three quarters. To perform such calculations, the Qualified Companies shall determine the Customer's aggregate MARC-Eligible Charges for the completed quarters of the Term Year, plus any Quarterly Shortfall(s) (defined in Section 22.194.6(B)(2) and analogous provisions of the other Concurrently Subscribed Contract Offers) previously paid by the Customer under this Contract Offer No. 194 and any of the other Concurrently Subscribed Contract Offers for the completed quarters of that Term Year (collectively, Year-to-Date Revenue), and shall compare that amount to the year-to-date pro-rated MARC, which shall be defined as the product of one-fourth of the MARC times the number of quarters included in each Quarterly True-up Process (Year-to-Date MARC), provided, however, that the pro-rated MARC attributable to each of the quarters of Term Year 1 shall be the product of one-third of the Term Year 1 MARC times the number of quarters included in the Term Year 1 Quarterly True-Up Process. Subsequent quarters will begin every three months thereafter, for the remainder of the Term Period.

(2) If, based on the Quarterly True-up Process, the Year-to-Date Revenue is less than the Year-to-Date MARC, the Qualified Companies will bill and the Customer will pay the amount equal to the difference between the Year-to-Date MARC and the Year-to-Date Revenue (Quarterly Shortfall). Any Quarterly Shortfall will be allocated among the Qualified Companies according to the amounts of MARC-Eligible Charges attributable to Subject Services and billed by the Qualified Companies during the relevant quarter. Upon payment of the Quarterly Shortfall, the Telephone Company shall issue (i) any MMC not previously issued for any month included in that Quarterly Review, and (ii) the MMC for the last month of that quarter. In lieu of making payment of the Quarterly Shortfall and subsequently receiving any MMCs due under this Section for that same quarter, Customer shall be entitled to have such amounts be netted such that if the Quarterly Shortfall exceeds the amount of any such MMCs, Customer pays a net Quarterly Shortfall equal to the net amount of such difference, or if the Quarterly Shortfall is less than the amount of any such MMCs, Customer makes no Quarterly Shortfall payment but rather receives net MMCs that reflect the net amount of such difference.

(3) If, based on the Quarterly True-up Process, the Customer's Year-to-Date Revenue is equal to or greater than the Year-to-Date MARC, the Telephone Company shall issue to the Customer any MMC(s) not previously issued for any month included in that Quarterly True-up Process due to Customer's failure to meet the Monthly MARC. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.194 Contract Offer No. 194 – Access Service Offer (Cont'd)

22.194.6 Discounts and Other Credits (Cont'd)

(C) Annual True-up Process

(1) If, at the end of a Term Year, the Customer's MARC-Eligible Charges (ignoring any Quarterly Shortfall(s) previously paid by the Customer for that Term Year) are equal to, or greater than, the MARC for that Term Year, the Telephone Company will issue a credit for any Quarterly Shortfall(s) previously paid by the Customer for that Term Year (Reversing Credit), and shall issue to the Customer (i) any MMC(s) not previously issued for any month included in that Term Year, and (ii) the MMC for the last month of that Term Year. The Customer's MARC-Eligible Charges shall be adjusted by the net amount of only those billing adjustments for overbilling, underbilling, and billing dispute settlements during that Term Year that both: (i) are not already reflected in the MARC-Eligible Charge calculation via monthly recurring charge billing, and (ii) exceed, either individually or in the aggregate for a group of related adjustments, one million dollars ($1,000,000).

(1) If, at the end of a Term Year, the amount of the Customer's MARC-Eligible Charges plus any Quarterly Shortfall(s) previously paid for that Term Year is less than the MARC for that Term Year, the Qualified Companies shall bill, and the Customer shall pay, an amount equal to the difference between (a) the MARC, and (b) the Customer's MARC-Eligible Charges plus any shortfall(s) paid for that Term Year (Annual Shortfall). Any Annual Shortfall will be allocated among the Qualified Companies according to the amounts of MARC-Eligible Charges attributable to Subject Services and billed by the Qualified Companies during the relevant Term Year. Upon payment of the Annual Shortfall, the Telephone Company shall issue to the Customer (i) any MMC not previously issued for any month included in that Term Year, and (ii) the MMC for the last month of that Term Year. In lieu of making payment of the Annual Shortfall and subsequently receiving any MMCs due under this Section for that Term Year, Customer shall be entitled to have such amounts be netted such that if the Annual Shortfall exceeds the amount of any such MMCs, Customer pays a net Annual Shortfall equal to the net amount of such difference, or if the Annual Shortfall is less than the amount of any such MMCs, Customer makes no Annual Shortfall payment but rather receives net MMCs that reflect the net amount of such difference. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.194 Contract Offer No. 194 – Access Service Offer (Cont'd)

22.194.6 Discounts and Other Credits (Cont'd)

(C) Annual True-up Process (Cont'd)

(3) If at the end of a Term Year, (a) the Customer's MARC-Eligible Charges are less than the MARC for that Term Year, but (b) the Customer's MARC- Eligible Charges plus any Quarterly Shortfall(s) previously paid by the Customer under this Contract Offer No. 194 and the other Concurrently Subscribed Contract Offers for that Term Year are greater than the MARC for that Term Year, then the Qualified Companies will issue a credit for the difference between (c) the Customer's MARC-Eligible Charges plus any Quarterly Shortfall(s) for that Term Year, less (d) the MARC for that Term Year (Partially Reversing Credit). Any such credits will be allocated among the Qualified Companies according to the amount of MARC-Eligible Charges attributable to Subject Services and billed by the Qualified Companies during the relevant month. The Telephone Company shall issue (i) any MMC not previously issued for any month included in that Term Year, and (ii) the MMC for the last month of that Term Year.

(4) If, at the end of any Term Year except Term Year 1, the Customer's MARC-Eligible Charges (ignoring any Quarterly Shortfall(s) previously paid by the Customer for that Term Year) for that Term Year are greater than the MARC for that Term Year, the Telephone Company will issue a credit equal to ten percent (10%) of such excess (Above-the-MARC Credit Amount). The Above-the-MARC Credit Amount will be allocated among the Qualified Companies according to the amount of MARC-Eligible Charges attributable to Subject Services and billed by the Qualified Companies during the relevant Term Year.

22.194.7 Service Level Agreements (SLA)

The terms and conditions of this Service Level Agreement (SLA) shall apply to Subject Services provided under this Contract Offer, in addition to any Credit Allowance for Service Interruptions available under Ameritech Operating Companies Tariff F.C.C. No. 2, Section 2.4.4 or any credits pursuant to the Installation Interval Guarantee under Ameritech Operating Companies Tariff F.C.C. No. 2, Section 7.4.15. SLA data will be gathered, tabulated and reported according to the Telephone Company's generally applicable network installation and maintenance operational rules, methods and procedures.

(A) Special Construction Reimbursement Fund (SCRF).
The Telephone Company shall establish on behalf of the Customer a Special Construction Reimbursement Fund (SCRF). Any credits issued to the Customer pursuant to the SLA will be applied to the SCRF. SCRF credits will be available to the Customer only to defray any Special Construction charges that apply to Subject Services. Any credits allocated to the SCRF must be used by the Customer within twelve (12) months after the end of the Term Year for which such credits were issued.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.194 Contract Offer No. 194 – Access Service Offer (Cont'd)

22.194.7 Service Level Agreements (SLA) (Cont'd)

(B) Installation Interval.

1) The Telephone Company must provide service by the confirmed due date for at least ninety percent (90%) of DS1 Subject Services and at least ninety-two percent (92%) of DS3 Subject Services (each to be referred to as an "Installation Credit Level"). If (i) installation of Subject Services falls below the applicable Installation Credit Level for six (6) consecutive calendar months (an "Installation Interval Failure") and (ii) the "Average Monthly Orders Amount" as defined in Section 22.194.7(B)(3), below, meets or exceeds the Monthly Benchmark, as defined in Table A in Section 22.194.7 (B)(3), then the Telephone Company will apply a credit to the SCRF in the amount listed in Table A, below, for each Subject Service for which the confirmed due date was not met during those six (6) calendar months.

2) If (i) installation of Subject Services falls below the applicable Installation Credit Level for one or more additional consecutive months immediately following an Installation Interval Failure, and (ii) the "Average Monthly Orders Amount" as defined in Section 22.194.7 (B)(3), below, meets or exceeds the Monthly Benchmark, as defined in Table A in Section 22.194.7B)(3), then an additional credit will be applied to the SCRF for each such additional month(s). Such additional credits will be in the amount listed in Table A, below, for each Subject Service for which the confirmed due date was not met during any such additional calendar month(s). Multiple Installation Interval credits will not apply to any calendar month.

3) The "Average Monthly Orders Amount," is the average number of Subject Service circuits, by circuit type, with confirmed due dates during any period of six (6) consecutive calendar months or, in the case of any additional calendar month subject to Section 22.194.7 (B)(2), above, the average number of Subject Service circuits, by circuit type, with confirmed due dates during such additional calendar month and the preceding five (5) calendar months. The Monthly Benchmark, by circuit type, is listed in Table A, below.

Table A

Circuit Type	Monthly Benchmark	**Credit**
DS1	4,900	$250
DS3	300	$350

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.194 Contract Offer No. 194 – Access Service Offer (Cont'd)

22.194.7 Service Level Agreements (SLA) (Cont'd)

(A) Installation Interval. (Cont'd)

Example 1.

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
DS3	97.2%	89.7%	89.8%	89.1%	90.9%	89.3%	89.3%	91.6%	94.0%
SUBJECT SERVICES WITH DUE DATES IN EACH MONTH	322	339	315	320	299	308	356	297	336
Average Monthly Orders Amount	NA	NA	NA	NA	NA	NA	322.8 (average of months 2-7)	315.8 (average of months 3-8)	NA
DD MISSES	9	35	32	35	27	33	38	25	20

In Example 1, the Telephone Company's installation of DS3 Subject Services fell below Credit Level (92%) during six consecutive months (Months 2 through 7). In each of those months, the Average Monthly Orders Amount (i.e., the six-month average number of DS3 Subject Services with confirmed due dates) exceeded the applicable Monthly Benchmark (300). The applicable credit would be calculated by adding the total number of Subject Services that were not installed by the applicable confirmed due dates (DD Misses) and multiplying that number by the applicable credit amount ($350).

(Month 2 DD Misses + Month 3 DD Misses + Month 4 DD Misses + Month 5 DD Misses + Month 6 DD Misses + Month 7 DD Misses) x Credit Amount = Total Credit

Or

(35 + 32 + 35 + 27 + 33 + 38) x 350 = $70,000 Total Credit

In Month 8, the Telephone Company again failed to install service at or above the Credit Level, and the Average Monthly Orders Amount (i.e., the six-month rolling average number of monthly orders with confirmed due dates (for Months 3 through 8)) exceeded the Monthly Benchmark (300). An additional credit would be issued for Month 8 only. No additional credits would be issued for the preceding six months, since a credit was already issued for those months.

Month 8 DD Misses x Credit Amount = Total Credit
25 x $350 = $8,750 (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.194 Contract Offer No. 194 – Access Service Offer (Cont'd)

22.194.7 Service Level Agreements (SLA) (Cont'd)

(A) Service Interruptions.

(1) Service Restoration Interval.

(a) The Telephone Company will restore service within four (4) hours after the Telephone Company receives the applicable trouble report for at least forty eight percent (48%) of all service interruptions for DS1 Subject Services and for at least sixty five percent (65%) of all service interruptions for DS3 Subject Services (each to be referred to as a "Service Restoration Credit Level"). If (i) service restoration falls below the applicable Service Restoration Credit Level for six (6) consecutive months (a "Service Restoration Failure"), and (ii) the number of trouble reports in each such month meets or exceeds the "Monthly Trouble Report Minimum," as defined in Section 22.194.7 (C)(1)(a), below, then the Telephone Company will apply a credit to the SCRF in the amount listed in Table B, below, for each trouble report for which service was not restored within the Restoration Interval during those six (6) calendar months.

(b) If (i) service restoration falls below the Service Restoration Credit Level for one or more additional consecutive months immediately following a Service Restoration Failure, and (ii) the number of trouble reports for each such month(s) meets or exceeds the "Monthly Trouble Report Minimum," as defined in Section 22.194.7 (C)(1)(a), below, then the Telephone Company will apply an additional credit to the SCRF in the amount listed in Table B, below, for each trouble report for which service was not restored within the applicable Restoration Interval during each such additional calendar month(s). Multiple Service Restoration credits will not apply to any calendar month.

(c) The "Monthly Trouble Report Minimum", by circuit type, is set forth in Table B, below.

Table B

Circuit Type	**Monthly Trouble Report Minimum**	**Credit**
DS1	4,000	$100
DS3	125	$350

(N)

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(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.194 Contract Offer No. 194 – Access Service Offer (Cont'd)

22.194.7 Service Level Agreements (SLA) (Cont'd)

(A) Service Interruptions (Cont'd)

(1) Service Restoration Interval (Cont'd)

Example 2:

DS1	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
FF TRBL REPORTS	**3937**	**4000**	**4184**	**4553**	**4032**	**4532**	**4601**	**4035**	**4005**
TTR > 4.0	**1302**	**2149**	**1506**	**2396**	**2168**	**2709**	**2417**	**2139**	**2099**
% ≤ 4.0	**66.93%**	**46.28%**	**64.01%**	**47.38%**	**46.23%**	**40.23%**	**47.47%**	**46.99%**	**47.59%**

In Example 2, the Telephone Company restored service in four hours or less for fewer than 48% of DS1 Subject Services during six consecutive months (Months 4 through 9). During each of those months, the number of trouble reports for DS1 Subject Services met or exceeded the Trouble Report Minimum. The applicable credit would be calculated by adding the total number of Subject Services that were not repaired within the 4 hour timeframe (TTR>= 4.0) and multiplying that number by the applicable credit amount ($100).

(Jul TTR≤4 + Aug TTR≤4 + Sept TTR≤4 + Oct TTR≤4 + Nov TT≤4 + Dec TTR≤4) x Credit Amount = Total Credit

Or

(2396 + 2168 + 2709 + 2417 + 2139 + 2099) x $100 = $1,392,800

(2) Repeat Trouble.

(a) No more than twenty-three percent (23%) of all DS1 trouble tickets and eleven percent (11%) of all DS3 trouble tickets closed by the Telephone Company (each to be referred to as a "Repeat Trouble Credit Level") during any calendar month shall be for circuits that have had one or more trouble tickets in the previous thirty (30) calendar days. If (i) the percentage of repeat trouble exceeds the Repeat Trouble Rate for six (6) consecutive months (a "Repeat Trouble Failure"), and (ii) the number of trouble reports in each such month meets or exceeds the "Monthly Trouble Report Minimum," as defined below, then the Telephone Company will apply a credit to the SCRF in the amount listed in Table C, below, for each repeat trouble report during those six (6) calendar months. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.194 Contract Offer No. 194 – Access Service Offer (Cont'd)

22.194.7 Service Level Agreements (SLA) (Cont'd)

(C) Service Interruptions. (Cont'd)

(2) Repeat Trouble. (Cont'd)

(b) If (i) repeat troubles exceed the Repeat Trouble Credit Level for one or more additional months immediately following a Repeat Trouble Failure, and (ii) the number of trouble reports in each such month meets or exceeds the "Monthly Trouble Report Minimum," as defined below, then the Telephone Company will apply an additional credit to the SCRF in the amount listed in Table C, below, for each repeat trouble report during each such additional calendar month. Multiple Repeat Trouble credits will not apply to any calendar month.

(c) The "Monthly Trouble Report Minimum", by circuit type, is set forth in Table C, below.

Table C

Circuit Type	**Monthly Trouble Report Minimum**	**Credit**
DS1	4,000	$100
DS3	125	$350

Example 3.

	Month 1	**Month 2**	**Month 3**	**Month 4**	**Month 5**	**Month 6**	**Month 7**	**Month 8**	**Month 9**
DS1	16.5%	17.1%	25.0%	25.2%	25.5%	25.1%	25.0%	25.4%	19.3%
REPEATS	494	584	999	1101	1098	1028	1005	1016	643
TRBL RPTS	2996	3416	4002	4361	4310	4101	4023	4000	3333

In Example 3, more than 23% measure of all troubles were classified as repeat troubles for six consecutive months (Months 3 through 8), and Customer trouble reports in each such month exceeded the Monthly Trouble Report Minimum. A credit of $624,700 would be applied to the SCRF.

(999+1101+1098+1028+1005+1016) x 100 = $624,700 (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.194 Contract Offer No. 194 – Access Service Offer (Cont'd)

22.194.8 Assignment/Transfer/Successors

(A) Neither party shall assign or otherwise transfer this Contract Offer No. 194 or its rights or obligations hereunder to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, provided, however, that Customer shall have the right, without the consent of but with notice to the Telephone Company, to assign or otherwise transfer the entirety of this Contract Offer No. 194 to any Permitted Affiliate, so long as: (i) the other Concurrently Subscribed Contract Offers are likewise assigned or otherwise transferred in their entirety to that same Affiliate; and (ii) that Affiliate otherwise qualifies under this Contract Offer No. 194 and the other Currently Subscribed Contract Offers. Any assignment or other transfer shall be subject to the other party's rights under this Contract Offer No. 194 and the other Concurrently Subscribed Contract Offers; any assignee or transferee shall continue to perform the assigning or transferring party's obligations under this Contract Offer No. 194 and the other Concurrently Subscribed Contract Offers; any assignment or transfer by the Customer shall be subject to the provisions of Section 22.194.7(B), below, and the assignor or transferor will remain financially responsible for the performance of this Contract Offer No. 194 and/or its obligations hereunder. Any assignment or other transfer of this Contract Offer No. 194 or the rights or obligations hereunder, or any attempt to do either, in violation of this provision shall be void.

(B) Subject to the provisions of Section 22.194.7(A), above, the Customer may assign or transfer this Contract Offer if (i) the proposed assignee or transferee demonstrates credit worthiness under both (1) and (2), below (and if (1) and (2) are not applicable to Customer, then (3) shall apply); and (ii) neither the proposed assignee or transferee nor its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it) at any time during the Term Period.

(1) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than fifty percent (50%) of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(2) The proposed assignee or transferee or its parent does not have any outstanding securities rated by credit rating agencies, e.g., Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated:
(a) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or
(b) "high risk" in a Paydex score as published by Dun and Bradstreet.

(3) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (1) or (2) of this Section 22.194.7(B) is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.194 Contract Offer No. 194 – Access Service Offer (Cont'd)

22.194.9 Mergers/Acquisitions and Sales/Divestitures

All provisions of this Contract Offer No. 194 shall continue in full force and in effect notwithstanding any merger or acquisition affecting a party. A merger or acquisition within the meaning of this provision, shall include, without limitation, any transaction in which the party, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of a merger of acquisition, if another entity involved in the merger or acquisition purchases any service from any Telephone Company entity, such service shall not be included in this Contract Offer No. 194 for any purpose. The "Transaction Close Date" shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased. Purchases by the other entity shall not be part of any calculation hereunder, including, without limitation, as a MARC-Eligible Service, as generating MARC-Eligible Charges, to determine achievement of the MARC, in fulfilling the commitment set forth in this Contract Tariff 22.194.5(A), or be eligible for any credits under this Agreement.

22.194.10 Termination

(A) Termination Liability Charge

If, prior to the completion of the Term Period, the Customer terminates this Contract Offer No. 194 or any of the other Concurrently Subscribed Contract Offers for any reason other than material breach by the Telephone Company or one of the other Qualified Companies, or if the Telephone Company terminates this Contract Offer No. 194 or if one of the other Qualified Companies terminates its other Concurrently Subscribed Contract Offer as a result of a material breach by the Customer, then this Contract Offer No. 194 shall be terminated (if not already terminated) and the Customer shall pay a termination liability charge in the aggregate amount of (i) the Pro-rated True-Up Amount (as defined below), if any, (ii) either (a) 20.57% of the unsatisfied MARC for Term Year 1, if termination occurs in Term Year 1, or (b) twelve percent (12%) of the unsatisfied MARC for the remainder of any Term Year after Term Year 1 in which termination occurs, in either case beginning immediately after the period covered by the Pro-rated True-Up Amount, (iii) twelve percent (12%) for each Term Year remaining after the Term Year in which termination occurs, and (iv) the last two (2) MMCs earned by the Customer. (If such earned MMCs have not yet been issued by the Telephone Company, the Customer shall not repay such MMCs. Instead, such MMCs will not be issued.) The "Pro-rated True-Up Amount" will be equal to the difference, if any, between the pro-rated MARC for that Term Year under this Contract Offer, as of the termination effective date, minus the aggregate of (a) the MARC-Eligible Charges, and (b) any Quarterly Shortfall charges paid for the Term Year in which the termination occurs. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.194 Contract Offer No. 194 – Access Service Offer (Cont'd)

22.194.10 Termination (Cont'd)

(A) Termination Liability Charge (Cont'd)

For avoidance of doubt, if the Pro-rated True-Up Amount is a negative number (i.e., Customer has, on a year-to-date basis, paid MARC-Eligible Charges and Quarterly Shortfall charges in excess of the pro-rated MARC for that Term Year as of the termination effective date), the Pro-rated True-Up Amount shall be zero, and the amount of termination liability owed by Customer under this section shall be reduced as follows:

(1) by either 20.57% if termination occurs during Term Year 1, or twelve percent (12%) if termination occurs during any other Term Year, of the excess if any, of
    (a) the MARC-Eligible Charges for that Term Year, over
    (b) the pro-rated MARC for the period covered by the Pro-rated True-Up Amount;

(2) if there is a reduction under Section 22.194.9(A)(1), by the amount of any Quarterly Shortfall charges paid for that Term Year**; or**

(3) if there is no reduction under Section 22.194.9(A)(1), then by the excess of
    (a) the MARC-Eligible Charges and Quarterly Shortfall charges paid for that Term Year, over
    (b) the pro-rated MARC for the period covered by the Pro-rated True-Up Amount

If the aggregate reduction under Section 22.194.9(A)(1) and (2), or the reduction under Section 22.194.9(A)(3), exceeds the amount of the termination liability owed by Customer under this Section, then the Telephone Company shall issue a credit in the amount of such excess.

The Customer will pay in full the termination liability thirty (30) days after notice by the Telephone Company. This termination liability charge shall apply in addition to, and shall not affect, any termination liability charges that may otherwise apply according to the terms of any applicable Ameritech Tariff F.C.C. No. 2. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.194 Contract Offer No. 194 – Access Service Offer (Cont'd)

22.194.10 Termination (Cont'd)

(B) If, during the Term Period, the Tariff and/or Guidebook monthly recurring charges (MRCs) applicable to Subject and Non-Subject Services, as listed in this Section, below, under this Contract Offer and the other Concurrently Subscribed Contract Offers, are reduced by a cumulative total of thirty percent (30%), as compared to the rates applicable to Subject and Non-Subject Services on the Subscription Date, either party may terminate this Contract Offer No. 194 and the other Concurrently Subscribed Contract Offers without incurring any termination liability charge that would otherwise be due under this Contract Offer No. 194, upon sixty (60) day advance written notice to the other party. Such option to terminate shall be exercisable to this Contract Offer No. 194 and the other Concurrently Subscribed Contract Offers as a package; neither party can terminate less than all of them. To determine whether such a rate reduction has occurred, the Qualified Companies will take the following steps.

Within sixty (60) days after the Subscription Date of this Contract Offer No. 194, the Qualified Companies will perform an analysis of the Initial Rates (Initial Rate Analysis). The Initial Rate Analysis will be based on the actual quantities of the rate elements, below, and the actual quantities of those rate elements listed in the analogous section of the other Concurrently Subscribed Contract Offers, in each case being purchased by the Customer and its Permitted Affiliates as of the Subscription Date.

1. DS-1: Channel Terminations (CT), Channel Mileage (CM) fixed and CM per mile;
2. DS-3: CT, CM fixed, CM per mile and Multiplexing (MUX);
3. SONET Dedicated Ring Service[1]: Central Office and Customer Premises Nodes, Add/Drop Capability, Ports, Mileage, Optical to Electrical DS1 Add/Drop Capability and Regenerators; and
4. Optical Carrier Network Point-to-Point (OCN PTP) Services[1]: Local Distribution Channel, Interoffice Transport, Collocation Transport, Add/Drop Function, Add/Drop Multiplexing, Protection and Regenerators.

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[1] Interstate OCN PTP and DSRS services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.194 Contract Offer No. 194 – Access Service Offer (Cont'd)

22.194.10 Termination (Cont'd)

(B) (Cont'd)

During the Term Period, the Customer may request an analysis of the rates applicable to rate elements listed in Section 22.194.9(B) and those rate elements listed in the analogous sections of the other Concurrently Subscribed Contract Offers, as of the end of any Term Year. To request such an analysis, the Customer must provide the Qualified Companies with written notice within sixty (60) days after the end of the Term Year to which the request applies. Following such a request, the Qualified Companies shall perform an analysis of the rates applicable to the rate elements listed in Section 22.194.9(B) and to those rate elements listed in the analogous sections of the other Concurrently Subscribed Contract Offers, using the same rate elements and quantities as were evaluated in the analysis of the Initial Rates (EOY Rate Analysis). The Initial Rate Analysis will be compared with the EOY Rate Analysis to determine the change, if any, in the rates applicable to Subject and Non-Subject Services. (N)

22. Pricing Flexibility Contract Offerings (N)

22.195 Contract Offer No. 195 - Subtending DS1/DS3 Service Offer

22.195.1 General Description

Subtending DS1/DS3 Service Offer (Contract Offer No. 195) is an access services discount pricing plan that permits Customers that meet the Eligibility Criteria in Section 22.195.3, and the Terms and Conditions in Section 22.195.4, to purchase Subject Services in Section 22.195.2 at discounted rates listed in Section 22.195.5. Subject Services under Contract Offer No. 195 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) described in Section 22.195.3(B). Contract Offer No. 195 is available for subscription from December 11, 2010 through January 11, 2011. This Contract Offer is not renewable.

22.195.2 Subject Services

(A) Contract Offer No. 195 applies to the following pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Ameritech Operating Companies (Ameritech) Tariff F.C.C. No 2, Section 21.5.2.7 - DS3 Service; and

(2) Ameritech Tariff F.C.C. No 2, Section 21.5.2.7 – DS1 Service.

(B) Subject Services must be located in the following Metropolitan Statistical Area (MSA): Detroit, MI.

(C) All terms and conditions for the Subject Services listed above are governed by their respective tariff sections, except as noted herein.

22.195.3 Eligibility Criteria

The following eligibility criteria must be met to subscribe to Contract Offer No. 195:

(A) As of the date the Customer subscribes to this Contract Offer, the Customer must be purchasing one or more Dedicated SONET Ring Services (DSRS)[1] from the Telephone Company with a capacity of OC-48 or greater, which must have been in service on or before the effective date of this Contract Offer.

(B) During the month prior to the Customer’s subscription to this Contract Offer, the Customer must have been purchasing no fewer than one thousand one hundred (1100) DS1 circuits, and no fewer than thirty-six (36) DS3 circuits, all of which must be located in the Detroit, MI MSA.

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[1] Dedicated SONET Ring Service (DSRS) is now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission’s Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.195 Contract Offer No. 195 - Subtending DS1/DS3 Service Offer (Cont'd)

22.195.4 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) is five (5) years, commencing on the date the Telephone Company receives a signed Letter of Subscription from the Customer (Subscription Date). Upon expiration of the Term Period or termination of this Contract Offer, Subject Services shall no longer be provided at the rates in this Contract Offer, but shall be provided at the prevailing month-to-month rates in Ameritech Tariff F.C.C. No. 2, Section 7.

(B) Service Term

Each Subject Service must be purchased pursuant to a sixty (60) month Optional Payment Plan (OPP) (the "Service Term"), Ameritech Tariff F.C.C. No. 2, Section 7.4.10. Any service previously purchased by the Customer and converted to this Contract Offer shall be subject to a new sixty (60) month Service Term, which will begin on the date of conversion. Upon expiration or termination of this Contract Offer, each Subject Service will be subject to the rates, terms and conditions of the otherwise applicable tariff provisions for the remainder of the applicable Service Term. If any Subject Service is disconnected by the Customer, or by the Telephone Company as a result of any breach of this Contract Offer or any other applicable tariff provision, prior to the completion of the applicable Service Term, the Customer will be liable for termination liability charges as provided in Ameritech Tariff F.C.C. No. 2, Section 7, except that Subject Services replaced by Ethernet[1]-based services during the Term Period, as provided in Section 22.195.4(E) of this Contract Offer, will not be subject to termination liability.

(C) Contract Offer No. 195 is available for subscription only from December 11, 2010 through January 11, 2011.

(D) To subscribe to this Contract Offer, the Customer must submit a signed Letter of Subscription (LOS) to the Telephone Company. The Customer must provide, at the time of subscription, all Access Customer Name Abbreviations (ACNAs) that the Customer designates for inclusion in this Contract Offer (Eligible ACNAs). Services ordered or purchased under other ACNAs may not be transferred to, or converted for inclusion under, this Contract Offer.

(E) If the Customer requests any available services, features or functions not included in this Contract Offer, the Customer will pay the applicable tariff rates for those additions as contained in Section 21 - Metropolitan Statistical Area Access Services.

[1] Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with specifically de-tariffed services are available at www.att.com/guidebook (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.195 Contract Offer No. 195 - Subtending DS1/DS3 Service Offer (Cont'd)

22.195.4 Terms and Conditions (Cont'd)

(F) Within thirty (30) days following the Subscription Date, the Customer must purchase no fewer than one thousand one hundred (1100) DS1 Subject Services and thirty-six (36) DS3 Subject Services under this Contract Offer, including any services initially ordered pursuant to other provisions of Ameritech Tariff F.C.C. No 2.

(G) All Subject Services must subtend DSRS[1] purchased from the Telephone Company and having a capacity of OC-48 or greater.

(H) If, as of the Subscription Date of this Contract Offer, the Customer purchases services pursuant to Ameritech Tariff F.C.C. No. 2, Contract Offer No. 87, this Contract Offer shall supersede Contract Offer No. 87. The Customer will be permitted to terminate its subscription to Contract Offer No. 87 and purchase such Subject Services to this Contract Offer without termination liability under Contract Offer No. 87.

(I) Upon the expiration of the Term Period or termination of this Contract Offer, all Subject Services will be governed by the rates, terms and conditions of the sixty (60) month OPP for the remainder of their Service Terms.

(J) Upon completion of the applicable Service Terms, Subject Services will be provided at the prevailing month-to-month rates in Ameritech Tariff F.C.C. No. 2, Section 7, unless the Customer disconnects the services or chooses another applicable rate.

(K) Subject Services shall not be included in any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement, unless expressly permitted by such other pricing flexibility contract offer or other arrangement.

(L) Commingling (as defined in Ameritech Operating Companies Tariff F.C.C. No 2, Section 2.6) of Subject Services provided pursuant to this Contract Offer No. 195 is prohibited.

(M) All traffic carried over Subject Services must originate or terminate at a Mobile Switching Center (MSC) operated by or on behalf of the Customer.

[1] Dedicated SONET Ring Service (DSRS) is now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.195 Contract Offer No. 195 - Subtending DS1/DS3 Service Offer (Cont'd)

22.195.5 Rates and Charges

(A) The Telephone Company will initially bill the Customer according to the applicable OPP Monthly Recurring Charges ("MRCs"). The Customer will then be credited in an amount equal to ten percent (10%) off the OPP MRCs for the DS3 rate elements listed in Table A, below, and five percent (5%) off the OPP MRCs for the DS1 rate elements listed in Table B, below. Credits will be applied monthly in arrears. Taxes, if applicable, will be charged on the OPP MRC rates, but will not be included in the credits applied to or otherwise affected by the credits applied to the Customer's bill.

Table A

Rate Element	USOC
DS3 Channel Mileage Termination	CZ4X1/CZ4X2/CZ4X3/CZ4X4/CZ4X5
DS3 Channel Mileage	1YZX1/1YZX2/1YZX3/1YZX4/1YZX5
DS3 to DS1Multiplexor	QM3X1/ QM3X2/ QM3X3/QM3X4/QM3X5

Table B

Rate Element	USOC
DS1 Local Distribution Channel	TZ4X1/ TZ4X2/ TZ4X3/ TZ4X4/ TZ4X5
DS1 Channel Mileage Termination	CZ4X1/CZ4X2/CZ4X3/CZ4X4/CZ4X5
DS1 Channel Mileage	1YZX1/1YZX2/1YZX3/1YZX4/1YZX5

(B) Any charges or rate elements not listed in Tables A and B, above, will be governed by the otherwise applicable tariff provisions. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.195 Contract Offer No. 195 - Subtending DS1/DS3 Service Offer (Cont'd)

22.195.6 Service Replacement

(A) The Customer may disconnect any Subject Service prior to the expiration of the applicable Service Term, provided that: (i) the Customer replaces the disconnected Subject Services with Ethernet[1]-based services purchased from the Telephone Company; (ii) such Ethernet[1]-based services are provided at total MRCs equal to or greater than those applicable to the Subject Services being replaced; and (iii) any such Ethernet[1]-based service is subject to a term commitment of sixty (60) months or more. The Customer will be deemed to have replaced Subject Services with Ethernet[1]-based services, within the meaning of this Contract Offer, if but only if such Ethernet[1]-based services have been installed prior to the time of disconnection of the terminated Subject Services used to provide service to the same Customer location.

(B) The Customer's compliance with Section 22.195.6(A), clauses (i) and (ii) of this Contract Offer, will be determined as provided in this Section 22.195.6(B). The Telephone Company will conduct a review for each six (6) month period during the Term Period (Measurement Period), beginning six (6) months after the Subscription Date. If this Contract offer is terminated prior to the end of the Term Period, either by the Customer or by the Telephone Company as a result of Customer's breach, the final Measurement Period will consist of the period between the end of the previous Measurement Period and the date of such termination. For all Customer locations for which the Customer has purchased Subject Services under this Contract Offer and subsequently purchases Ethernet[1]-based services offered by the Telephone Company, the total MRCs applicable to all Subject Services (including both DS1 and DS3 Subject Services) that were disconnected during the Measurement Period (Total Terminated Subject Service MRC) will be compared to the total MRCs applicable to the Ethernet[1]-based services purchased to provide service to the locations served by the disconnected Subject Services (Total Ethernet[1] MRC). For purposes of the comparison, the MRCs of both Subject Services and Ethernet[1]-based services will be calculated net of all of applicable credits. If the Total Terminated Subject Services MRC is greater than the Total Ethernet[1] MRC during any Measurement Period, the Telephone Company will bill, and the Customer must pay, the difference between Total Terminated Subject Services MRC and Total Ethernet[1] MRC (Shortfall). The Customer must pay the Shortfall within thirty (30) days after the Shortfall has been billed to the Customer by the Telephone Company. The Shortfall charge will apply in lieu of otherwise applicable termination liability charges. If the Customer fails to pay any Shortfall charge when due, termination liability charges will apply to any Subject Services disconnected during the relevant Measurement Period, as provided in Ameritech F.C.C. Tariff No. 2, Section 7.4.10. If the Total Terminated Subject Services MRC is less than or equal to the Total Ethernet[1] MRC during any Measurement Period, no Shortfall or termination liability charges will apply to any Subject Services terminated during that Measurement Period.

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[1] Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October

(N)

12, 2007, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with specifically de-tariffed services are available at www.att.com/guidebook.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.195 Contract Offer No. 195 - Subtending DS1/DS3 Service Offer (Cont'd)

22.195.7 Assignment/Transfer

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee's or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.195.6 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available (N)

(This page filed under Transmittal No. 1725)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.195 Contract Offer No. 195 - Subtending DS1/DS3 Service Offer (Cont'd)

22.195.8 Mergers and Acquisitions

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

22. Pricing Flexibility Contract Offerings (N)

22.196 Contract Offer No. 196–DS1 and DS3 Service Offer

22.196.1 General Description

DS1/DS3 Service Offer (Contract Offer No. 196) is an access services pricing plan that permits Customers that meet the Eligibility Criteria in Section 22.196.2 and the Terms and Conditions in Section 22.196.4 to purchase Subject Services in Section 22.196.3 and receive the credits listed in Section 22.196.5. Subject Services under Pricing Flexibility Contract Offer No. 196 are available only in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) described in Section 22.196.3(A). This Contract Offer is not renewable.

Contract Offer No. 196 requires eligible customers to satisfy a Minimum Annual Revenue Commitment (MARC), as described in Section 22.196.4(D). The MARC includes recurring revenues from all Contributory Services subject to this Contract Offer. Contributory Services include Subject Services, as listed in Section 22.196.3(C), and Non-Subject Services, as listed in Section 22.196.3(D).

Contract Offer No. 196 will be available for subscription only from March 10, 2011 through April 10, 2011. This Contract Offer is not renewable.

22.196.2 Eligibility Criteria

The Customer must meet the following Eligibility Criteria:

(A) During the month prior to the Customer's subscription to this Contract Offer, the Customer must have been purchasing: (i) no less than three hundred twenty-five (325) DS1 circuits and no more than three hundred seventy-five (375) DS1 circuits; and (ii) no less than sixty (60) and no more than seventy (70) DS3 circuits. All such circuits must be located in the pricing flexibility MSAs and non-MSA areas described in Section 22.196.3(A).

(B) As of the time of the Customer's subscription to this Contract Offer, the Customer may not be purchasing interstate or intrastate special access services from the Telephone Company pursuant to any pricing flexibility contract tariff, broadband services agreement, intrastate contract or other individually negotiated tariff or agreement that includes any minimum revenue or volume commitment, except that the Customer may purchase Subject Services under this Contract Offer if the Customer is also subscribing to both: (i) a pricing flexibility contract tariff that expires within sixty (60) days of the Customer's subscription to this Contract Offer, and (ii) a broadband services agreement for the purchase of OPT-E-MAN service.[1]

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[1] OPT-E-MAN services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been detariffed by the Telephone Company. Rates, terms and conditions associated with detariffed services are available at www.att.com/guidebook. (N)

(This page filed under Transmittal No. 1731)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.196 Contract Offer No. 196–DS1 and DS3 Service Offer (Cont'd)

22.196.3 Contributory Services

(A) Contributory Services must be pricing flexibility qualified special access services located in the Pricing Flexibility MSAs where the Telephone Company has been granted Phase II pricing flexibility, as listed in Ameritech Tariff F.C.C. No. 2, Section 21 and those additional MSAs and non-MSA areas listed in Table 1, below.

Table 1

MSA or non-MSA Area	State	
Champaign/Urbana	IL	
Chicago	IL	
Davenport/Rock Island/Moline	IL	
Decatur	IL	
Peoria/Pekin	IL	
St Louis	IL	
Rockford	IL	
Springfield	IL	
Anderson	IN	
Bloomington	IN	
Evansville/Henderson	IN	
Fort Wayne	IN	
Indianapolis	IN	
Kokomo	IN	
Louisville	IN	
Muncie	IN	
South Bend	IN	
Non-MSA	IN	
Battle Creek	MI	
Detroit/Ann Arbor	MI	
Flint	MI	
Grand Rapids	MI	
Jackson	MI	
Kalamazoo	MI	
Lansing	MI	
Saginaw-Bay City-Midland	MI	
Toledo	MI	
Cincinnati	OH	
Columbus	OH	
Hamilton-Middletown	OH	
Youngstown/Warren	OH	
Appleton/Oshkosh/Neenah	WI	
Eau Claire	WI	
Green Bay	WI	
Janesville	WI	
Kenosha	WI	
Madison	WI	
Milwaukee/Waukesha	WI	
Racine	WI	
Sheboygan	WI	
Non-MSA	WI	

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.196 Contract Offer No. 196–DS1 and DS3 Service Offer (Cont'd)

22.196.3 Contributory Services (Cont'd)

(A) (Cont'd)

During the Term Period of this Contract Offer No. 196, if the Telephone Company is granted pricing flexibility relief in additional MSAs and/or non-MSA areas not provided in Ameritech Tariff F.C.C. No. 2, Section 21, or listed in the table above, the Customer may, at its option, include services in those additional MSAs and/or non-MSA areas as either: (i) Subject Services under this Contract Offer, if they qualify pursuant to Section 22.196.3(C)(ii), below; or (ii) Non-Subject Services under this Contract Offer if they do not qualify pursuant to Section 22.196.3(C)(ii), below.

(A) For the purposes of this Contract Offer, Contributory Services include Subject Services and Non-Subject Services.

(C) Subject Services. Subject Services are special access services located in the MSAs and non-MSA areas identified in Section 22.196.3(A) of this Contract Offer (including those listed in Table 1), and of the types listed in Table 2, below, as further described in this Section 22.196.3(C). Subject Services consist of: (i) existing services, if any, migrated to this Contract Offer from Contract Offer No. 99, as provided in Section 22.196.4(C)(5) of this Contract Offer; and (ii) new services purchased pursuant to Section 22.196.4(C)(6) of this Contract Offer. Subject Services are eligible for credits and other incentives provided under this Contract Offer, and are subject to the other terms and conditions of this Contract Offer.

Table 2:

Subject Services	
Special Access Service DS1 Service	Ameritech Tariff F.C.C No. 2, Section 7 and 21
Special Access Service DS3 Service	Ameritech Tariff F.C.C. No. 2, Section 7 and 21

All terms and conditions applicable to Subject Services are provided in the otherwise applicable tariff sections, except as provided in this Contract Offer.

(D) Non-Subject Services. Non-Subject Services are any special access services located in the MSAs and non-MSA areas identified in Section 22.196.3(A) of this Contract Offer (including those listed in Table 1), and of the types listed in Table 2, other than those identified in Section 22.196(C), above. Non-Subject Services are not eligible for credits or other incentives provided under this Contract Offer, nor are they subject to the other terms and conditions of this Contract Offer, except as expressly provided in this Contract Offer. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.196 Contract Offer No. 196–DS1 and DS3 Service Offer (Cont'd)

22.196.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be sixty (60) months, beginning on the date the Telephone Company receives the signed Letter of Subscription (LOS) from the Customer (the Subscription Date).

(B) Service Term

Each Subject Service must be ordered under the applicable sixty (60) month term plan described in Ameritech Tariff F.C.C. No. 2, Section 7 or 21. Each Subject Service shall be purchased subject to a five (5) year Optional Payment Plan (Service Term), pursuant to Ameritech Tariff F.C.C. No. 2, Section 7.5.9 for Phase I MSAs and Section 21.5.2.7.1 for Phase II MSAs. At the expiration of the Term Period or upon termination of this Contract Offer, any Subject Services for which the applicable service term has not been completed will be provided for the remainder of their Service Terms, at the rates, terms and conditions in Ameritech Tariff F.C.C. No.2, Section 7.5.9 for Phase I MSAs and Section 21.5.2.7.1 for Phase II MSAs, as applicable to a (5) year Optional Payment Plan.

(C) General

(1) The Customer must submit a signed LOS to the Telephone Company.

(2) The Customer shall designate all ACNAs under which Subject Services may be purchased at the time of subscription. All such ACNAs shall be listed in the LOS. Services ordered or purchased under other ACNAs may not be transferred or converted to this contract.

(3) If the Customer discontinues service or breaches any of the terms and conditions under Contract Offer No. 196 during the Term Period, or if the Customer terminates any Subject Service prior to the expiration of the applicable Service Term, termination liability charges will apply in accordance with Ameritech Tariff F.C.C. No. 2, Section 7, except as provided to the contrary in Section 22.196.4(D) of this Contract Offer. In addition to the termination liability charges provided in the applicable tariff sections, the Customer must pay any non-recurring charges (NRCs) previously waived pursuant to this Contract Offer.

(4) The Customer must remain current on payments on all billing for Subject Services to receive credits and other incentives provided under this Contract Offer. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.196 Contract Offer No. 196–DS1 and DS3 Service Offer (Cont'd)

22.196.4 Terms and Conditions

(C) General (Cont'd)

(5) Existing Subject Services Migration

If, as of the effective date of this Contract Offer, the Customer is purchasing Subject Services pursuant to Contract Offer No. 99, the Customer may migrate three hundred twenty-five (325) DS1 Subject Services and sixty (60) DS3 Subject Services from Contract Offer No. 99 to this Contract Offer without incurring termination liability charges as a result of that migration. Any such service migrated to this Contract Offer must be purchased under a new sixty (60) month term commitment, beginning on the date of the migration; provided, however, that such new term commitment shall not affect the application of the Subject Service Termination Liability Waiver provided in Section 22.196.4(E), below.

(6) Purchase of New Subject Services

In addition to existing services migrated to this Contract Offer pursuant to Section 22.196.(C)(5), above, the Customer may purchase new Subject Services under this Contract Offer, subject to the maximum purchase limits provided in Section 22.196.(C)(7), below.

(7) Maximum Purchase Limit

(a) The Customer may be purchasing no more than one thousand (1000) DS1 Subject Services at any time pursuant to this Contract Offer, including both existing migrated services and new services, under this Contract Offer. DS1 services purchased in excess of the maximum shall be deemed to be Non-Subject Services for the purposes of this Contract Offer.

(b) The Customer may be purchasing no more than two hundred fifty (250) DS3 Subject Services at any time pursuant to this Contract Offer, including both migrated services and new services, under this Contract Offer. DS3 services purchased in excess of the maximum shall be deemed to be Non-Subject Services for purposes of this Contract Offer. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.196 Contract Offer No. 196–DS1 and DS3 Service Offer (Cont'd)

22.196.4 Terms and Conditions

(C) General (Cont'd)

(7) Maximum Purchase Limit (Cont'd)

(c) The Telephone Company will review the Customer's purchases pursuant to this Contract Offer quarterly. If a quarterly review shows that the Customer has purchased more DS1 or DS3 Subject Services than the applicable maximum purchase limit, Subject Services in excess of the maximum purchase limit will be re-rated according to the otherwise applicable tariff rates, and the Customer's bills will be adjusted retroactively to the beginning of the quarter during which the Customer exceeded the maximum purchase limit. The excess Subject Services, for purposes of re-rating and bill adjustment, shall be deemed to be those most recently ordered under or migrated to this Contract Offer.

(8) If the Customer requests additional service features or functions not included in this Contract Offer, the Customer must pay the applicable tariff rates for those additions, as provided in Ameritech Tariff F.C.C. No. 2, Sections 7 and 21.

(9) Commingling shall be defined as provided in Ameritech Tariff F.C.C. No. 2, Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.

(10) The Customer may not include Subject Services provided under this Contract Offer in any other contract offer, promotional offering or other credit plan.

(D) Minimum Annual Revenue Commitment (MARC). The MARC shall include recurring revenue from Contributory Services purchased from the Telephone Company, as further provided in this Section 22.196.4(D).

(1) Determination of the MARC
The Customer agrees to a MARC of $1,250,000 or four times the Customer's most recent three months' recurring revenue prior to the beginning of the Term Period, whichever is greater. The Customer's revenue, for purposes of determining and applying the MARC, shall include all billed recurring charges for Contributory Services, net any applicable credits and discount, except for those provided in this Contract offer. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.196 Contract Offer No. 196–DS1 and DS3 Service Offer (Cont'd)

22.196.4 Terms and Conditions

(D) Minimum Annual Revenue Commitment (MARC (Cont'd)

(2) Achievement of the MARC
The Telephone Company will review revenues for Contributory Services within sixty (60) days after the end of each twelve (12) month period during the Term Period, beginning on the Subscription Date (each such twelve-month period referred to as a "Term Year"). If, for any Term Year, the Customer's billed recurring revenue for Contributory Services is less than the MARC, the Telephone Company shall bill, and the Customer shall pay, an additional amount equal to the difference between the MARC and the actual revenues for Contributory Services (True-Up Payment).

Example of Annual True Up:
The MARC is $1,250,000 and recurring revenue of the Contributory Services for the relevant Term Year is $950,000. In this example, the Customer must submit a True-Up Payment of $300,000, as calculated below.

$1,250,000 MARC minus recurring revenue for Contributory Services of $950,000 equals $300,000 True-up Payment to be paid by the Customer.

(3) Continuation of MARC Obligation after Breach or Termination

The Customer's MARC obligation shall survive any breach or termination of this Contract Offer by the Customer. Upon such breach or termination, the Customer shall continue to be liable to the Telephone Company for the amount, if any, by which recurring revenues for Contributory Services are less than the applicable MARC. Such amount, if any, shall continue to be due and payable on an annual basis for the remainder of the Term Period.

(E) Subject Service Termination Liability Waiver

The Telephone Company will waive any termination liability charges that would otherwise be assessed to the Customer for disconnection of Subject Services, provided the Customer meets all of the conditions below. The Telephone Company will bill any applicable termination liability charges within forty-five (45) days after the end of each month during which and Subject Services have been disconnected. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.196 Contract Offer No. 196–DS1 and DS3 Service Offer (Cont'd)

22.196.4 Terms and Conditions

(E) Subject Service Termination Liability Waiver (Cont'd)

(1) The Customer must comply with all the terms and conditions of this Contract Offer.
(2) Any DS1 Subject Service must have been in service for a minimum of twelve (12) months prior to the date on which the Subject Service is disconnected.
(3) Any DS3 Subject Service must have been in service for a minimum of eighteen (18) months prior to the date on which the Subject Service is disconnected.

22.196.5 Rates and Charges

(A) DS1 Monthly Recurring Charges:
The Customer will initially be billed according to the Monthly Recurring Charges (MRCs) prevailing at the time of subscription, as listed in Section 7 or 21 of Ameritech Tariff F.C.C. No. 2, as applicable to a sixty (60) month term commitment, for DS1 Subject Services in Table 3, below. The Customer will then be credited in an amount equal to five percent (5%) off the prevailing sixty (60) month term rates. Credits will be applied monthly, in arrears.

(B) DS3 Monthly Recurring Charges:
The Customer will initially be billed according to the MRCs prevailing at the time of subscription, as listed in Section 7 or 21 of Ameritech Tariff F.C.C. No. 2, as applicable to a sixty (60) month term commitment, for DS3 Subject Services in Table 3, below. The Customer will then be credited in an amount equal to five percent (5%) off the prevailing sixty (60) month term rates. Credits will be applied monthly, in arrears.

Table 3

Ameritech	
Tariff 2 Section 21 Metropolitan Statistical Area Access Services	
Local Distribution Channel - Per Point of Termination Terminating Bit Rate 1.544 Mbps-Zone 1	TZ4X1
Local Distribution Channel - Per Point of Termination Terminating Bit Rate 1.544 Mbps-Zone 2	TZ4X2
Local Distribution Channel - Per Point of Termination Terminating Bit Rate 1.544 Mbps-Zone 3	TZ4X3
Local Distribution Channel - Per Point of Termination Terminating Bit Rate 1.544 Mbps-Zone 4	TZ4X4
Local Distribution Channel - Per Point of Termination Terminating Bit Rate 1.544 Mbps-Zone 5	TZ4X5

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.196 Contract Offer No. 196–DS1 and DS3 Service Offer (Cont'd)

22.196.5 Rates and Charges (Cont'd)

Table 3 (Cont'd)

Ameritech	
Channel Mileage Termination-per point of termination 1.544 Mbps - Zone 1	CZ4X1
Channel Mileage Termination-per point of termination 1.544 Mbps - Zone 2	CZ4X2
Channel Mileage Termination-per point of termination 1.544 Mbps - Zone 3	CZ4X3
Channel Mileage Termination-per point of termination 1.544 Mbps - Zone 4	CZ4X4
Channel Mileage Termination-per point of termination 1.544 Mbps - Zone 5	CZ4X5
Channel Mileage - Per Mile 1.544 Mbps - Zone 1	1YZX1
Channel Mileage - Per Mile 1.544 Mbps - Zone 2	1YZX2
Channel Mileage - Per Mile 1.544 Mbps - Zone 3	1YZX3
Channel Mileage - Per Mile 1.544 Mbps - Zone 4	1YZX4
Channel Mileage - Per Mile 1.544 Mbps - Zone 5	1YZX5
Local Distribution Channel - Per Point of Termination Terminating Bit Rate 44.736 MBPS DS3 with Electrical Interface-Zone 1	TZUP1
Local Distribution Channel - Per Point of Termination Terminating Bit Rate 44.736 MBPS DS3 with Electrical Interface-Zone 2	TZUP2
Local Distribution Channel - Per Point of Termination Terminating Bit Rate 44.736 MBPS DS3 with Electrical Interface-Zone 3	TZUP3
Local Distribution Channel - Per Point of Termination Terminating Bit Rate 44.736 MBPS DS3 with Electrical Interface-Zone 4	TZUP4
Local Distribution Channel - Per Point of Termination Terminating Bit Rate 44.736 MBPS DS3 with Electrical Interface-Zone 5	TZUP5
DS3 Service Channel Mileage Termination-per point of termination - Zone 1	CZ4X1
DS3 Service Channel Mileage Termination-per point of termination - Zone 2	CZ4X2
DS3 Service Channel Mileage Termination-per point of termination - Zone 3	CZ4X3
DS3 Service Channel Mileage Termination-per point of termination - Zone 4	CZ4X4
DS3 Service Channel Mileage Termination-per point of termination - Zone 5	CZ4X5

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.196 Contract Offer No. 196–DS1 and DS3 Service Offer (Cont'd)

22.196.5 Rates and Charges (Cont'd)

Table 3 (Cont'd)

Ameritech	
DS3 Service Channel Mileage - Per Mile - Zone 1	1YZX1
DS3 Service Channel Mileage - Per Mile - Zone 2	1YZX2
DS3 Service Channel Mileage - Per Mile - Zone 3	1YZX3
DS3 Service Channel Mileage - Per Mile - Zone 4	1YZX4
DS3 Service Channel Mileage - Per Mile - Zone 5	1YZX5
Interconnection - Central Office Multiplexing - Per Arrangement - DS3 to DS1 - Zone 1	QM3X1
Interconnection - Central Office Multiplexing - Per Arrangement - DS3 to DS1 - Zone 2	QM3X2
Interconnection - Central Office Multiplexing - Per Arrangement - DS3 to DS1 - Zone 3	QM3X3
Interconnection - Central Office Multiplexing - Per Arrangement - DS3 to DS1 - Zone 4	QM3X4
Interconnection - Central Office Multiplexing - Per Arrangement - DS3 to DS1 - Zone 5	QM3X5

(C) Non-Recurring Charges (NRCs):

The standard tariff initial installation Non-Recurring Charges (NRCs) listed in Table 4, below, will be waived for new Subject Services only, subject to the maximum purchase limit for Subject Services, as provided in Section 22.196.4.(C)(7) of this Contract Offer. All other NRCs will apply as provided in Ameritech Tariff F.C.C. No. 2, Sections 7 and 21.

Table 4

Zone	Design and Central Office Connection Charge, per Circuit USOC	Customer Connection Charge, per Termination USOC
1	NRMF1	NRMG1
2	NRMF2	NRMG2
3	NRFM3	NRMG3
4	NRMF4	NRMG4
5	MRMF5	NTMG5

(D) Any charges or rate elements for which waivers or credits are not provided in this Contract Offer will continue to be billed at the otherwise applicable tariff rates, as described in Ameritech Tariff F.C.C. No. 2, Section 7 or 21. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.196 Contract Offer No. 196 –DS1 and DS3 Service Offer (Cont'd)

22.196.6 Assignment/Transfer/Successors

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.196.6 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.196 Contract Offer No. 196 –DS1 and DS3 Service Offer (Cont'd)

22.196.7 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be purchased by the Customer and provided by the Telephone Company at the same volume, rates, terms and conditions, as provided herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased. (N)

22. Pricing Flexibility Contract Offerings

22.197 Contract Offer No. 197 – DS1 and DS3 Service Offer

22.197.1 General Description

This Contract Offer permits Customers that meet the Eligibility Criteria in Section 22.197.3, and otherwise comply with the terms and conditions of this Contract Offer to disconnect Subject Services, as defined in Section 22.197.2 without incurring termination liability charges. Subject Services are available under this Contract Offer in the Metropolitan Statistical Areas (MSA) listed in Section 22.197.2 (B).

This Contract Offer is available for subscription from April 27, 2011 through May 27, 2011. This Contract Offer is not renewable.

22.197.2 Subject Services

(A) This Contract Offer applies to pricing flexibility qualified services (Subject Services) contained in the following tariff section: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Section 7 – DS1 High Capacity Service and DS3 High Capacity Service.

(B) Subject Services must be located in the Pricing Flexibility MSAs for which the Telephone Company has been granted pricing flexibility relief, as listed in Ameritech Tariff F.C.C. No. 2, Section 7, and in the MSAs in Table A, below. During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 7 at the time of subscription, the Customer may, at its option, include Subject Services eligible for the discounts under this Contract Offer No. 197.

Table A

MSA	
Fort Wayne	IN
Youngstown-Warren	OH
St. Louis	IL
Davenport/Rock Island/Moline	IL

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.197 Contract Offer No. 197 – DS1 and DS3 Service Offer (Cont'd)

22.197.3 Eligibility Criteria

The following eligibility criteria must be met to subscribe to Contract Offer No. 197:

(A) All Subject Services must originate or terminate on a wireless carrier's network.

(B) During the month prior to the Customer's subscription to this Contract Offer, the Customer must have been operating no fewer than two thousand six hundred (2,600), and no more than three thousand three hundred (3,300) cell sites, which must be activated and providing service within the MSAs described in 22.197.2(B). Such cell sites, together with any other cell sites for which Customer orders Subject Services at any time during the Term Period, are referred to in this Contract Offer as "Qualified Cell Sites."

(C) During the month prior to the Customer's subscription to this Contract Offer, the Customer must have been purchasing no fewer than ten thousand (10,000), and no more than sixteen thousand (16,000) DS1 special access circuits from the Telephone Company, each of which terminates at a Qualified Cell Site.

22.197.4 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) shall be sixty (60) months, beginning on the date the Letter of Subscription (LOS) is signed by the last of the Customer and the Telephone Company (Subscription Date). This Contract Offer is not renewable.

(B) General Terms and Conditions

(1) Subject Services are subject to certain rates, charges and general terms and conditions in other sections of Ameritech Tariff F.C.C. No. 2, (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services), and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. However, such tariff modifications will not change the Terms and Conditions described in Contract Offer No.197.

(2) All terms and conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.197 Contract Offer No. 197 – DS1 and DS3 Service Offer (Cont'd)

22.197.4 Terms and Conditions (Cont'd)

(B) General Terms and Conditions (Cont'd)

(3) To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company, which must include a list of eligible Access Customer Name Abbreviations (ACNAs). All Subject Services under this Contract Offer must be purchased under such ACNAs. Subject Services ordered or purchased under other ACNAs may not be transferred or converted for inclusion under this Contract Offer.

(4) The Customer may disconnect Subject Services without termination liability charges, provided that:

(i) the Customer replaces the disconnected Subject Services with Ethernet[1]-based services offered by, and purchased from, the Telephone Company;

(ii) such Ethernet[1]-based services are provided at total Monthly Recurring Charges (MRCs) equal to or greater than those applicable to the Subject Services being replaced; and

(iii) such Ethernet[1]-based services are subject to a term commitment of sixty (60) months or more.

The Customer will be deemed to have "replaced" Subject Services with Ethernet[1]-based services, within the meaning of this Section 22.197(B)(4), if, but only if, such Ethernet[1]-based services have been installed prior to the time of disconnection of the terminated Subject Services at the same Customer location.

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[1] Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with specifically de-tariffed services are available at www.att.com/guidebook

22. Pricing Flexibility Contract Offerings (Cont'd)

22.197 Contract Offer No. 197 – DS1 and DS3 Service Offer (Cont'd)

22.197.4 Terms and Conditions (Cont'd)

(B) General Terms and Conditions (Cont'd)

(4) (Cont'd)

The Customer's compliance with the foregoing clauses (i) and (ii) shall be determined semi-annually, beginning six (6) months after the Subscription Date, in the manner described below. For those Qualified Cell Sites at which the Customer has purchased Subject Services and subsequently purchases Ethernet[1]-based services offered by the Telephone Company, the total MRCs (net of applicable discounts and credits) applicable to Subject Services that were disconnected during the previous six (6) months and were subject to a DS1 Optional Payment Plan (DS1 OPP), as described in Section 7 of Ameritech Tariff F.C.C. No. 2, at the time of their disconnection will be divided by the number of such disconnected Subject Services to determine the average MRC applicable to such Subject Services ("Average Terminated Subject Service MRC"). The total MRCs applicable to the Ethernet[1]-based services purchased at those Qualified Cell Sites (net of applicable discounts and credits) will then be divided by the Average Terminated Subject Service MRC. The result of that calculation will be the maximum number of Subject Services the Customer will be allowed to disconnect without termination liability ("Maximum Terminated Subject Services"). The number of replaced Subject Services in excess of the Maximum Terminated Subject Services, if any, shall be the number of "Excess Terminated Subject Services."

If the replacement of Subject Services by Ethernet[1]-based services results in no Excess Terminated Subject Services, no termination liability will apply to the replacement of the Subject Services. If the replacement of Subject Services by Ethernet[1]-based services results in Excess Terminated Subject Services, the Customer will be liable for termination liability, which will be calculated by multiplying (i) the number of Excess Terminated Subject Service, times (ii) the Average Terminated Subject Service MRC, times (iii) the average remaining term commitment, as of the date(s) of disconnection, of all Subject Services that were disconnected during the six (6) months being evaluated ("Average Remaining Term"), times (iv) fifty percent (50%). This calculation will be performed every six (6) months of the Term Period.

[1] Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with specifically de-tariffed services are available at www.att.com/guidebook

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.197 Contract Offer No. 197 – DS1 and DS3 Service Offer (Cont'd)

22.197.4 Terms and Conditions (Cont'd)

(B) General Terms and Conditions (Cont'd)

(4) (Cont'd)

Formula:

Excess Terminated Subject Services x Average Terminated Subject Service MRC x Average Remaining Term x 50% = Termination Liability Charge

Example:

During the first six (6) months of the Term Period, the Customer replaces Subject Services having total MRCs (net of any applicable discounts and credits) of $13,500 with Ethernet[1]-based services having total MRCs (net of applicable discounts and credits) of $12,000. The Ethernet[1]-based services replaced sixty (60) Subject Services. The Average Remaining Term of the terminated Subject Services is fourteen (14) months. The Average Subject Service MRC would be $225 (total Subject Service MRCs of $13,500 divided by sixty (60) Subject Services). The Maximum Terminated Subject Services equals fifty-three (53) circuits (Ethernet[1]-based services' total MRCs (net of applicable discounts and credits) of $12,000 divided by the Average Subject Services MRC of $225), and Excess Terminated Subject Services equals seven (7) (sixty (60) terminated Subject Services minus fifty-three (53) Maximum Terminated Subject Services). The Customer must pay termination liability on the seven (7) Excess Terminated Subject Services. The termination liability charge is $11,025 (Average Remaining Term of fourteen (14) months, times Average Subject Service MRC of $225, times seven (7) Excess Terminated Subject Services times fifty percent (50%).

(5) If, as of the effective date of this Contract Offer, the Customer subscribes to Ameritech FCC Tariff No. 2, Section 22, Contract Offer No. 144, any DS1 Subject Services that are purchased subject to Contract Offer No. 144 and are replaced with Ethernet[1]-based services pursuant to this Contract Offer shall not be subject to the DS1 Portability Incentive in Contract Offer 144, and shall be not be counted as disconnects for purposes of performing the quarterly review of adds and disconnects under Contract Offer No. 144.

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[1] Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with specifically de-tariffed services are available at www.att.com/guidebook

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.197 Contract Offer No. 197 – DS1 and DS3 Service Offer (Cont'd)

22.197.5 Assignment/Transfer

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.197.6 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.197 Contract Offer No. 197 – DS1 and DS3 Service Offer (Cont'd)

22.197.6 Mergers and Acquisitions

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

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22. Pricing Flexibility Contract Offerings

22.198 Contract Offer No. 198 – Special Access Wireless DS1 and DS3 Service Offer

22.198.1 General Description

Contract Offer No. 198--Special Access DS1 and DS3 Service Offer (Contract Offer No. 198) is a special access discount pricing plan. This Contract Offer permits Customers that meet the Eligibility Criteria in Section 22.198.3 and comply with the Terms and Conditions in Section 22.198.4 to purchase the Subject Services listed in Section 22.198.2 at the rates in Section 22.198.5. Subject Services are available under this Contract Offer in the Metropolitan Statistical Area (MSA) listed in Section 22.198.2 (B).

This Contract Offer is available for subscription from May 28, 2011 through June 28, 2011. This Contract Offer is not renewable.

22.198.2 Subject Services

(A) This Contract Offer applies to pricing Subject Services contained in the following tariff sections: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Sections 6, 7 and 21 – DS1 and DS3 High Capacity Service.

(B) Subject Services must be located in the following MSA: Chicago, IL.

22.198.3 Eligibility Criteria

The Customer must meet the following Eligibility Criteria as of the date this Contract Offer becomes effective (Effective Date):

(A) Customer must be purchasing an OC-192 Dedicated SONET Ring Service (DSRS)[1] from the Telephone Company, which must have been placed in service prior to the Effective Date of this Contract Offer and which is located in the Chicago, IL MSA.

22.198.4 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) shall be thirty-six (36) months, commencing on the date the Telephone Company receives the signed Letter of Subscription (LOS) from the Customer. Upon expiration of the Term Period, Subject Services shall no longer receive the discounts provided under this Contract Offer and be converted to the prevailing month-to-month rates in Ameritech Tariff F.C.C. No. 2, Section 7.

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[1] OC192 Dedicated SONET Ring Service (DSRS) services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.198 Contract Offer No. 198 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.198.4 Terms and Conditions (Cont'd)

(B) General Terms and Conditions

(1) Subject Services are subject to certain rates, charges and general terms and conditions described in Ameritech Tariff F.C.C. No. 2, Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the terms and conditions of this Contract Offer. If any provision of this Contract Offer conflicts with any otherwise applicable provisions of Ameritech Tariff F.C.C. No. 2, Section 2, 5 or 13, this Contract Offer shall govern over the conflicting provision.

(2) All traffic transmitted over Subject Services must originate or terminate at a Mobile Switching Center (MSC) operated by the Customer.

(3) All terms and conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.

(4) During the Term Period, the Customer (including any of its affiliates) may not order or purchase any Special Access service (including the continuing purchase of any service previously ordered) which is subject to any pricing flexibility contract offer, broadband service agreement or other individually negotiated arrangement that includes a revenue or volume commitment, including without limitation any Minimum Annual Revenue Commitment (MARC) or Quarterly Revenue Objective (QRO), in which Subject Service revenue from this Contract Offer is eligible to be included, unless such contract offer, broadband service agreement or other arrangement specifically refers to this Contract Offer.

(5) Subject Services purchased under this Contract Offer shall not be included in any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement unless expressly permitted by such other pricing flexibility contract offer or other arrangement

(6) To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company, which must include a list of eligible Access Customer Name Abbreviations (ACNAs) under which the Customer will purchase Subject Services pursuant to this Contract Offer. Customer may update its list of eligible ACNAs from time to time by written notice to the Telephone Company. Subject Services ordered or purchased under other ACNAs may not be transferred or converted to this Contract Offer.

(7) The Customer may disconnect and replace Subject Services without incurring termination liability charges for services under this Contract Offer. Add and disconnect orders associated with such adds and disconnects are not required to be coordinated if the following conditions are met:

(a) The new service location must be within the same MSA as the original service location; and

(b) Where facilities do not exist, the Customer must pay any applicable Special Construction charges.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.198 Contract Offer No. 198 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.198.4 Terms and Conditions (Cont'd)

(B) General Terms and Conditions (Cont'd)

(8) The Telephone Company will provide the Customer reasonable notification of service-affecting planned maintenance activities that may occur in the normal operation of the Telephone Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching equipment change-outs. The Telephone Company will cooperate in good faith with the Customer to determine reasonable notification methods and other requirements including any advance notification as applicable.

(9) Commingling shall be as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.

22.198.5 Rates and Charges

(A) The Customer will be billed a monthly fixed rate of four hundred-seventy-one thousand and eighty-three dollars ($471,083) for the purchased Subject Services, up to the maximum volume of services listed in Section 22.198.5(B), below.

(B) The Customer may purchase up to the maximum quantity of each Rate Element in the Table A, below, without incurring any increase in the fixed monthly rate set forth in Section 22.198.5(A).

Table A

Rate Elements	**Maximum Qty**
Ameritech Special Access DS3 Service – Local Distribution Channel	72
Ameritech Special Access DS1 Service – Local Distribution Channel	2016
Switched Access – Switched Transport DS1 – Local Distribution Channel	2016
DS3 Average Mileage for all Subject Services*	10
Switched Access-Switched Transport DS3-Local Distribution Channel	72
DS1 Average Mileage for all Subject Services*	10

* The charges include average Variable Mileage per DS1 and DS3 Subject Services respectively, for all Subject Services purchased under this Contract Offer, not to exceed ten (10) miles per Subject Service. The Telephone Company will review the Variable Mileage associated with the Subject Services purchased by the Customer no more frequently than twice per year. If, upon such review, the Telephone Company determines that Variable Mileage for Subject Services exceeds an average of ten (10) miles per Subject Service, the Telephone Company will bill the Customer for all Variable Mileage in excess of ten (10) miles per Subject Service by applying the charges in Tariff Section 21, as applicable to a five (5) year term payment plan.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.198 Contract Offer No. 198 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.198.5 Rates and Charges

(C) Where facilities do not exist, the Customer must pay all applicable Special Construction charges.

(D) Other Rate Elements. Any rate elements not included in Table A of this Contract Tariff will be subject to the applicable rates in the Ameritech Tariff F.C.C. No. 2.

22.198.6 Credit Allowance for Service Interruptions

The credit allowance language contained below applies in lieu of credit allowance language contained in Ameritech Tariff F.C.C. No. 2. These credits are the exclusive remedies applicable to interruptions to Subject Services provided under this Contract Tariff and no other interruption credits will be applicable.

(A) When a Credit Allowance Applies:

(1) A service interruption occurs when any circuit becomes unusable to the Customer because of a failure of a facility component used to furnish service under this Attachment or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the Customer.

(2) An interruption period begins when Customer reports to the Telephone Company an unusable circuit after Customer has completed fault isolation and is reported within 24 hours of the start of the interruption, and ends when the circuit is usable. The Telephone Company may require joint out-of-service testing and correction of the interruption. In case of a service interruption, allowance for the period of interruption, shall be as follows:

The Customer shall be credited for an interruption of service of one (1) minute or more at the fixed rate credit shown below per circuit:

- Ameritech DS3 Service: $831.00
- Switched Access Service-Switched Transport DS3: $377.00
- Ameritech DS1 Service: $185.00

(3) In any monthly billing period, as a result of an interruption of service, the total fixed rate credit per circuit will not exceed the specified amount shown below:

- Ameritech DS3 Service: $831.00
- Switched Access Service-Switched Transport DS3: $377.00
- Ameritech DS1 Service: $185.00

(4) In any monthly billing period, as a result of an interruption of service, the total credits for all Subject Services will not exceed $471,083 per month.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.198 Contract Offer No. 198 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.198.6 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Does Not Apply:

(1) Interruptions caused by the negligence of the Customer.

(2) Interruptions of a service caused by the failure of equipment or systems provided by the Customer or others on behalf of the Customer.

(3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.

(4) Interruptions of a service when the Customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.

(5) For service provided under a Shared Facility Credit/Shared Facility Channel Service arrangement per Ameritech Tariff No. 2, Section 7.2.9, only those Customers who notify the Telephone Company of a service outage will receive a credit allowance.

(6) Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

(7) Periods of temporary discontinuance as set forth in Ameritech Tariff 2, Section 2.2.1. The Telephone Company shall provide the Customer with prompt written notice specifying the basis of the Telephone Company's determination that temporary discontinuance of the use of a service has been required.

(8) Periods of interruption as set forth in Ameritech Tariff 2, Section 13.3.1.

(9) Interruptions caused by or related to work stoppages, governmental orders, civil commotions, insurrections, riots, and criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control.

22.198.7 Service Migration

If the Customer wishes to replace Subject Services with Ethernet[1] services provided by the Telephone Company, then upon request by the Customer, the Parties will negotiate in good faith to enter into a successor to this Contract Offer that allows for such replacement without the application of termination liability charges to the migrated services; provided however, that the Telephone Company shall not be required as a result of such negotiation to enter into any arrangement that would: (i) reduce the total revenue to the Telephone Company, as compared to that it would obtain under this Contract Offer during the remainder of the Term Period (measured as of the effective date of the successor arrangement); or (ii) reduce the Customer's term commitment, as compared to that applicable for the remainder of the Term Period (measured as of the effective date of the successor arrangement).

[1] Ethernet-based services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's

Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.198 Contract Offer No. 198 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.198.8 Assignment and Transfer

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.198.9 Mergers/Acquisitions

All provisions of this Contract Offer shall continue in full force and effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, and Terms and Conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.198 Contract Offer No. 198 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.198.10 Termination of Contract Offer

(A) If the Customer terminates this Contract Offer prior to the end of the Term Period for any reason other than (1) a material breach by the Telephone Company or (2) an "Excessive Service Outage" as defined below in Section 22.198.10(B), or if the Telephone Company terminates this Contract Offer prior to the end of the Term Period due to Customer's material breach of the Terms and Conditions of this Contract Offer or pursuant any applicable provision of Ameritech Tariff F.C.C. No 2, Section 2, General Regulations, the Customer shall be liable for a termination charge, which shall be equal to fifty percent (50%) of the MRC applicable under this Contract Offer ($471,083) for the balance of the Term Period ($471,083 X 50% X (months remaining in the Term Period)). In addition, and in either case, the Customer will also be charged for any NRCs previously waived and/or discounted by one hundred percent (100%) for Subject Services subject to this Contract Offer.

(B) An Excessive Service Outage occurs when the OC-192 DSRS,[1] as described in Section 22.198.3(A) of this Contract Offer, experiences simultaneous equipment service interruptions of both the working and protection path of the network and the service interruptions have not been excepted from treatment for a credit allowance under Section 6, above. If during any consecutive twelve (12) month period there are more than two (2) Excessive Service Outages, the Customer may terminate its purchase of Subject Services under this Agreement without incurring termination liability charges. Such termination shall be effective two hundred and forty (240) calendar days following delivery of written notice to the Telephone Company and notice of intent to terminate service must be given within thirty (30) calendar days of the third or any subsequent Excessive Service Outage within the same consecutive twelve (12) month period.

[1] OC192[1] Dedicated SONET Ring Service (DSRS) services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook.

22. Pricing Flexibility Contract Offerings (Cont'd)

(Dx)

(Dx)

(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd)

(Dx)

(Dx)

(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd) (Dx)

(Dx)

(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd) (Dx)

(Dx)

(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd)

(Dx)

(Dx)

(x) Issued under the Authority of Special Permission 11-010 of the F.C.C..

22. Pricing Flexibility Contract Offerings (Cont'd) (Dx)

(Dx)

(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd) (Dx)

(Dx)

(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd) (Dx)

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(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd)

(Dx)

(Dx)

(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd) (Dx)

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(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd)

(Dx)

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(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

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22. Pricing Flexibility Contract Offerings (Cont'd)

(Dx)

(Dx)

(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.200 Contract Offer No. 200 – Special Access Wireless DS1 and DS3 Service Offer

22.200.1 General Description

Contract Offer No. 200--Special Access DS1 and DS3 Service Offer (Contract Offer No. 200) is a special access discount pricing plan. This Contract Offer permits Customers that meet the Eligibility Criteria in Section 22.200.3 and comply with the Terms and Conditions in Section 22.200.4 to purchase the Subject Services listed in Section 22.200.2 at the rates in Section 22.200.5. Subject Services are available under this Contract Offer in the Metropolitan Statistical Area (MSA) listed in Section 22.200.2 (B).

This Contract Offer is available for subscription from July 20, 2011 through September 20, 2011. This Contract Offer is not renewable.

22.200.2 Subject Services

(A) This Contract Offer applies to pricing Subject Services contained in the following tariff sections: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Sections 6, 7 and 21 – DS1 and DS3 High Capacity Service.

(B) Subject Services must be located in the following MSA: Chicago, IL.

22.200.3 Eligibility Criteria

The Customer must meet the following Eligibility Criteria as of the date this Contract Offer becomes effective (Effective Date):

(A) Customer must be purchasing an OC-192 Dedicated SONET Ring Service (DSRS)[1] from the Telephone Company, which must have been placed in service prior to the Effective Date of this Contract Offer and which is located in the Chicago, IL MSA.

22.200.4 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) shall be thirty-six (36) months, commencing on the date the Telephone Company receives the signed Letter of Subscription (LOS) from the Customer. Upon expiration of the Term Period, Subject Services shall no longer receive the discounts provided under this Contract Offer and be converted to the prevailing month-to-month rates in Ameritech Tariff F.C.C. No. 2, Section 7.

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[1] OC192 Dedicated SONET Ring Service (DSRS) services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. (N)

(This page filed under Transmittal No. 1745)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.200 Contract Offer No. 200 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.200.4 Terms and Conditions (Cont'd)

(B) General Terms and Conditions

(1) Subject Services are subject to certain rates, charges and general terms and conditions described in Ameritech Tariff F.C.C. No. 2, Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the terms and conditions of this Contract Offer. If any provision of this Contract Offer conflicts with any otherwise applicable provisions of Ameritech Tariff F.C.C. No. 2, Section 2, 5 or 13, this Contract Offer shall govern over the conflicting provision.

(2) All traffic transmitted over Subject Services must originate or terminate at a Mobile Switching Center (MSC) operated by the Customer.

(3) All terms and conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.

(4) During the Term Period, the Customer (including any of its affiliates) may not order or purchase any Special Access service (including the continuing purchase of any service previously ordered) which is subject to any pricing flexibility contract offer, broadband service agreement or other individually negotiated arrangement that includes a revenue or volume commitment, including without limitation any Minimum Annual Revenue Commitment (MARC) or Quarterly Revenue Objective (QRO), in which Subject Service revenue from this Contract Offer is eligible to be included, unless such contract offer, broadband service agreement or other arrangement specifically refers to this Contract Offer.

(5) Subject Services purchased under this Contract Offer shall not be included in any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement unless expressly permitted by such other pricing flexibility contract offer or other arrangement

(6) To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company, which must include a list of eligible Access Customer Name Abbreviations (ACNAs) under which the Customer will purchase Subject Services pursuant to this Contract Offer. Customer may update its list of eligible ACNAs from time to time by written notice to the Telephone Company. Subject Services ordered or purchased under other ACNAs may not be transferred or converted to this Contract Offer.

(7) The Customer may disconnect and replace Subject Services without incurring termination liability charges for services under this Contract Offer. Add and disconnect orders associated with such adds and disconnects are not required to be coordinated if the following conditions are met:

(a) The new service location must be within the same MSA as the original service location; and

(b) Where facilities do not exist, the Customer must pay any applicable Special Construction charges. (N)

(This page filed under Transmittal No. 1745)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.200 Contract Offer No. 200 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.200.4 Terms and Conditions (Cont'd)

(B) General Terms and Conditions (Cont'd)

(8) The Telephone Company will provide the Customer reasonable notification of service-affecting planned maintenance activities that may occur in the normal operation of the Telephone Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching equipment change-outs. The Telephone Company will cooperate in good faith with the Customer to determine reasonable notification methods and other requirements including any advance notification as applicable.

(9) Commingling shall be as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.

22.200.5 Rates and Charges

(A) The Customer will be billed a monthly fixed rate of four hundred-seventy-one thousand and eighty-three dollars ($471,083) for the purchased Subject Services, up to the maximum volume of services listed in Section 22.200.5(B), below.

(B) The Customer may purchase up to the maximum quantity of each Rate Element in the Table A, below, without incurring any increase in the fixed monthly rate set forth in Section 22.200.5(A).

Table A

Rate Elements	**Maximum Qty**
Ameritech Special Access DS3 Service – Local Distribution Channel	72
Ameritech Special Access DS1 Service – Local Distribution Channel	2016
Switched Access – Switched Transport DS1 – Local Distribution Channel	2016
DS3 Average Mileage for all Subject Services*	10
Switched Access-Switched Transport DS3-Local Distribution Channel	72
DS1 Average Mileage for all Subject Services*	10

* The charges include average Variable Mileage per DS1 and DS3 Subject Services respectively, for all Subject Services purchased under this Contract Offer, not to exceed ten (10) miles per Subject Service. The Telephone Company will review the Variable Mileage associated with the Subject Services purchased by the Customer no more frequently than twice per year. If, upon such review, the Telephone Company determines that Variable Mileage for Subject Services exceeds an average of ten (10) miles per Subject Service, the Telephone Company will bill the Customer for all Variable Mileage in excess of ten (10) miles per Subject Service by applying the charges in Tariff Section 21, as applicable to a five (5) year term payment plan. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.200 Contract Offer No. 200 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.200.5 Rates and Charges

(C) Where facilities do not exist, the Customer must pay all applicable Special Construction charges.

(D) Other Rate Elements. Any rate elements not included in Table A of this Contract Tariff will be subject to the applicable rates in the Ameritech Tariff F.C.C. No. 2.

22.200.6 Credit Allowance for Service Interruptions

The credit allowance language contained below applies in lieu of credit allowance language contained in Ameritech Tariff F.C.C. No. 2. These credits are the exclusive remedies applicable to interruptions to Subject Services provided under this Contract Tariff and no other interruption credits will be applicable.

(A) When a Credit Allowance Applies:

(1) A service interruption occurs when any circuit becomes unusable to the Customer because of a failure of a facility component used to furnish service under this Attachment or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the Customer.

(2) An interruption period begins when Customer reports to the Telephone Company an unusable circuit after Customer has completed fault isolation and is reported within 24 hours of the start of the interruption, and ends when the circuit is usable. The Telephone Company may require joint out-of-service testing and correction of the interruption. In case of a service interruption, allowance for the period of interruption, shall be as follows:

The Customer shall be credited for an interruption of service of one (1) minute or more at the fixed rate credit shown below per circuit:

- Ameritech DS3 Service: $831.00
- Switched Access Service-Switched Transport DS3: $377.00
- Ameritech DS1 Service: $185.00

(3) In any monthly billing period, as a result of an interruption of service, the total fixed rate credit per circuit will not exceed the specified amount shown below:

- Ameritech DS3 Service: $831.00
- Switched Access Service-Switched Transport DS3: $377.00
- Ameritech DS1 Service: $185.00

(4) In any monthly billing period, as a result of an interruption of service, the total credits for all Subject Services will not exceed $471,083 per month. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.200 Contract Offer No. 200 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.200.6 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Does Not Apply:

(1) Interruptions caused by the negligence of the Customer.

(2) Interruptions of a service caused by the failure of equipment or systems provided by the Customer or others on behalf of the Customer.

(3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.

(4) Interruptions of a service when the Customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.

(5) For service provided under a Shared Facility Credit/Shared Facility Channel Service arrangement per Ameritech Tariff No. 2, Section 7.2.9, only those Customers who notify the Telephone Company of a service outage will receive a credit allowance.

(6) Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

(7) Periods of temporary discontinuance as set forth in Ameritech Tariff 2, Section 2.2.1. The Telephone Company shall provide the Customer with prompt written notice specifying the basis of the Telephone Company's determination that temporary discontinuance of the use of a service has been required.

(8) Periods of interruption as set forth in Ameritech Tariff 2, Section 13.3.1.

(9) Interruptions caused by or related to work stoppages, governmental orders, civil commotions, insurrections, riots, and criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control.

22.200.7 Service Migration

If the Customer wishes to replace Subject Services with Ethernet[1] services provided by the Telephone Company, then upon request by the Customer, the Parties will negotiate in good faith to enter into a successor to this Contract Offer that allows for such replacement without the application of termination liability charges to the migrated services; provided however, that the Telephone Company shall not be required as a result of such negotiation to enter into any arrangement that would: (i) reduce the total revenue to the Telephone Company, as compared to that it would obtain under this Contract Offer during the remainder of the Term Period (measured as of the effective date of the successor arrangement); or (ii) reduce the Customer's term commitment, as compared to that applicable for the remainder of the Term Period (measured as of the effective date of the successor arrangement).

[1] Ethernet-based services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.200 Contract Offer No. 200 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.200.8 Assignment and Transfer

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

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

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

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

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

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.200.9 Mergers/Acquisitions

All provisions of this Contract Offer shall continue in full force and effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, and Terms and Conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.200 Contract Offer No. 200 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.200.10 Termination of Contract Offer

(A) If the Customer terminates this Contract Offer prior to the end of the Term Period for any reason other than (1) a material breach by the Telephone Company or (2) an "Excessive Service Outage" as defined below in Section 22.200.10(B), or if the Telephone Company terminates this Contract Offer prior to the end of the Term Period due to Customer's material breach of the Terms and Conditions of this Contract Offer or pursuant any applicable provision of Ameritech Tariff F.C.C. No 2, Section 2, General Regulations, the Customer shall be liable for a termination charge, which shall be equal to fifty percent (50%) of the MRC applicable under this Contract Offer ($471,083) for the balance of the Term Period ($471,083 X 50% X (months remaining in the Term Period)). In addition, and in either case, the Customer will also be charged for any NRCs previously waived and/or discounted by one hundred percent (100%) for Subject Services subject to this Contract Offer.

(B) An Excessive Service Outage occurs when the OC-192 DSRS,[1] as described in Section 22.200.3(A) of this Contract Offer, experiences simultaneous equipment service interruptions of both the working and protection path of the network and the service interruptions have not been excepted from treatment for a credit allowance under Section 6, above. If during any consecutive twelve (12) month period there are more than two (2) Excessive Service Outages, the Customer may terminate its purchase of Subject Services under this Agreement without incurring termination liability charges. Such termination shall be effective two hundred and forty (240) calendar days following delivery of written notice to the Telephone Company and notice of intent to terminate service must be given within thirty (30) calendar days of the third or any subsequent Excessive Service Outage within the same consecutive twelve (12) month period.

[1] OC192 Dedicated SONET Ring Service (DSRS) services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.201 Contract Offer No. 201 – DS1, DS3 Service Offer

22.201.1 General Description (N)

This DS1, DS3 Service Offer (Contract Offer No. 201) is an access discount pricing plan which concurrent subscription is required to the following Access Tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. 2, Contract Offer No. 201, and The Southern New England Telephone Company (SNET) Tariff F.C.C. No. 39, Contract Offer No. 51. Ameritech and SNET shall be identified herein as the "Qualified Companies." (Nx) (Nx)

Contract Offer No. 201 requires eligible Customers to satisfy a Minimum Annual Revenue Commitment (MARC), as described in Section 22.201.5 herein. The MARC will consist of recurring revenues from, in the aggregate, all Subject Services purchased from the Telephone Company and all Subject Services as defined in the other Concurrently Subscribed Contract Offer identified in Section 22.201.3 which services purchased from either of the Qualified Companies may be referred to as "Qualified Access Services." (N)

Subject Services provided by the Telephone Company are described in Section 22.201.2.

Contract Offer No. 201 will be available only from July 21, 2011 through August 21, 2011.

(x) Issued under Authority of Special Permission No. 11-009 of F.C.C. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(Dx)

(Dx)

(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.201 Contract Offer No. 201 – DS1, DS3 Service Offer (Cont'd)

22.201.2 Subject Services

Subject Services are listed in Table A, below. Each Subject Service under this Contract Offer must be ordered and purchased pursuant to a twelve (12) month term commitment, pursuant to Section 22.201.4, as applicable.

Table A – Subject Services

Subject Services	
Interstate Special Access	DS1 & DS3

(A) Subject Services ordered and purchased by the Customer prior to its subscription to this Contract Offer will be referred to as "Existing Subject Services."

(B) Subject Services that were not being purchased from the Telephone Company prior to its subscription to this Contract Offer will be referred to as "New Subject Services."

(C) All terms and conditions for the Subject Services are governed by the respective tariff sections, except as provided to the contrary in this Contract Offer No. 201.

22.201.3 Eligibility Criteria

The following Eligibility Criteria apply to this Contract Offer No. 201:

(A) All Subject Services must be located in the MSAs for which the Telephone Company has been granted pricing flexibility relief, as listed in Ameritech Tariff F.C.C. No. 2, Section 21. During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 21 at the time of subscription, the Customer may, at its option, include Subject Services provided in such additional MSAs in this Contract Offer No. 201, as described in 22.201.2, Table (A), herein, by providing written notice to the Telephone Company. (N)

(B) In addition to subscribing to, and purchasing Subject Services from, this Contract Offer throughout the Term Period, the Customer must concurrently subscribe to, and purchase service from the following contract offer: (Nx)

SNET Tariff F.C.C. No. 39, Contract Offer No. 51. SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 51 and this Contract offer may be referred to as the "Concurrently Subscribed Contract Offers." Any breach or termination of either of the Concurrently Subscribed Contract Offers shall be deemed to be a breach or termination of both of the Concurrently Subscribed Contract Offers. (Nx)

(x) Issued under Authority of Special Permission No. 11-009 of F.C.C. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (Dx)

(Dx)

(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.201 Contract Offer No. 201 – DS1, DS3 Service Offer (Cont'd)

22.201.3 Eligibility Criteria (Cont'd)

(C) During the month prior to the Customer's subscription to this Contract Offer, the Customer must have been purchasing DS1 and DS3 interstate special access services from each of the Qualified Companies.

(D) The Customer's subscription to, and purchase of, Subject Services from, the Qualified Companies under the concurrently subscribed to Contract Offers must include all of the Customer's subsidiaries and affiliates.

(E) Subject Services shall not be included in any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement, unless expressly permitted by such other pricing flexibility contract offer or other arrangement.

22.201.4 Terms and Conditions

The following Terms and Conditions apply to this Contract Offer No. 201:

(A) Subscription

To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company. The LOS shall list the ACNAs of the Customer and all such affiliates and subsidiaries ("Eligible ACNAs"). Services ordered or purchased under other ACNAs may not be transferred to or otherwise included in this Contract Offer, except as expressly provided herein.

(1) The Customer may purchase Subject Services pursuant to this Contract Offer under ACNAs other than Eligible ACNAs ("Other ACNAs"), and/or the Customer may transfer Subject Services from Other ACNAs to Eligible ACNAs, upon thirty (30) day written notice by the Customer. Subject Services purchased under or transferred from Other ACNAs shall be deemed to be New Subject Services upon their purchase under or transfer to this Contract Offer. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (Dx)

(Dx)

(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.201 Contract Offer No. 201 – DS1, DS3 Service Offer (Cont'd)

22.201.4 Terms and Conditions (Cont'd)

(A) Subscription (Cont'd)

(2) If the Customer purchases Subject Services pursuant to this Contract Offer under Other ACNAs, and/or if services are transferred from Other ACNAs to Eligible ACNAs, the MARC shall be increased to reflect such purchase under or inclusion in this Contract Offer. The amount by which the MARC is increased shall be equal to the billed Monthly Recurring Charges (MRCs) applicable to the services included in or transferred to this Contract Offer from Other ACNAs times: (a) the number of months remaining in the current Term Year, for purposes of determining the MARC for the current Term Year, and/or (b) twelve (12), for purposes of determining the MARC for each Term Year thereafter.

(B) Term Period

The term of this Contract Offer (Term Period) shall commence on the date the Telephone Company receives the signed Letter of Subscription ("Subscription Date") and end on October 7, 2015. This Contract Offer, including, without limitation, the issuance of credits pursuant to this Contract Offer, shall terminate upon the expiration of the Term Period. This Contract Offer is not renewable.

Purchases of the Subject Services are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2, set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Testing Maintenance and Additional Labor Services, and such terms and conditions may be modified through filing tariff changes at any time during the Term Period. Any such modifications will not change the terms and conditions of Contract Offer No. 201.

(C) Customer must subscribe to this Contract Offer in accordance with the regulations set forth in Ameritech Tariff F.C.C. No. 2, Section 5 – Ordering Options for Switched Access and Special Access Services.

(D) Existing Subject Services (as defined in Section 22.201.2(A)) to which the Customer already subscribes as of the commencement of the Term Period shall receive credits under this Contract Offer, beginning upon the commencement of the Term Period of this Contract Offer. (N)

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22. <u>Pricing Flexibility Contract Offerings</u> (Cont'd) (Dx)

(Dx)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.201 Contract Offer No. 201 – DS1, DS3 Service Offer (Cont'd)

22.201.4 Terms and Conditions (Cont'd)

(E) If the Customer subscribed to Ameritech Contract Offer No. 193 prior to the effective date of this Contract Offer, then: (i) this Contract Offer shall supersede Contract Offer No. 193, effective on the Subscription Date; (ii) SNET Contract Offer No. 193 shall be terminated without termination liability; and (iii) all Subject Services within the meaning of Contract Offer No. 193 and being purchased under Contract Offer No. 193 as of the Subscription Date shall become Existing Subject Services under this Contract Offer as defined in Section 22.201.2(A).

(F) Service Term

Each Subject Service shall be subject to a twelve (12) month service term commitment, which shall begin as provided below (Service Term). Upon expiration of the Term Period of this Contract Offer, each Subject Service shall be provided for the remainder of the applicable Service Term according to the rates, terms and conditions applicable to a twelve (12) month term commitment pursuant to Section 7.4.10, as applicable.

(1) The Service Term for each Existing Subject Service shall begin on the date such Subject Service was placed in service or began its existing term commitment (that is, its term commitment prior to subscription to this Contract Offer), whichever is later.

(2) The Service Term for each New Subject Service shall begin on the date the Subject Service is placed in service.

(G) Portability

DS1 Portability shall be provided as follows: The Telephone Company will credit the Customer any paid early termination liability charges for the disconnection of DS1s throughout the Term Period of Contract Offer No. 201, provided that the eligibility criteria in Section 22.201.3, and the Terms and Conditions in Section 22.201.4 have been met.

DS3 Portability shall be provided as follows: The Telephone Company will credit the Customer any paid early termination liability charges for the disconnection of DS3s throughout the Term Period of Contract Offer No. 201, provided that the eligibility criteria in Section 22.201.3, and the Terms and Conditions in Section 22.201.4 have been met. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(Dx)

(Dx)

(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.201 Contract Offer No. 201 – DS1, DS3 Service Offer (Cont'd)

22.201.4 Terms and Conditions (Cont'd)

(H) Technology Upgrade

As long as the Customer meets the eligibility criteria in Section 22.201.3, and the Terms and Conditions in Section 22.201.4, the Customer may purchase services which offer features based on upgraded technology from the Telephone Company to replace one or more services listed in Section 22.201.2, Table A. Once eligibility is determined, the Telephone Company shall waive termination penalties provided that the desired upgraded technology:

(1)Is comparable to existing Subject Services;

(2)Provides substantially the same functionality as the existing Subject Services;

(3) Customer agrees to purchase the upgraded technology for at least the remainder of the Term Period of this Contract Offer.

(4) Any Existing Subject Service must have been in service for a minimum of twelve (12) months from its installation date to its disconnection date.

(I) Commingling is defined in Ameritech Tariff F.C.C. No. 2, Section 2.6. Commingling of Subject Services provided pursuant to this Contract Offer is prohibited.

22.201.5 Minimum Annual Revenue Commitment (MARC)

This Contract Offer requires the Customer to maintain a Minimum Annual Revenue Commitment (MARC) throughout the Term Period. Each period of three hundred sixty-five (365) days during the Term Period shall be known as a "Term Year," except that Term Year 1 shall begin on the Subscription Date and end on October 7, 2011. The Customer's revenue, for purposes of determining and applying the MARC shall be comprised of recurring charges associated with Qualified Access Services purchased under Eligible ACNAs, net of all applicable credits and discounts ("MARC Revenue"). As clarification, but not to modify the foregoing sentence, non-recurring charges shall not be included in determining or applying the MARC. The MARC will be calculated as outlined below in Section 22.201.5 (A). (N)

22. <u>Pricing Flexibility Contract Offerings</u> (Cont'd)

(Dx)

(Dx)

(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.201 Contract Offer No. 201 – DS1, DS3 Service Offer (Cont'd)

22.201.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(A) Determining the Minimum Annual Revenue Commitment

The Customer's MARC for Term Year 1 shall be $208,000.

The MARC for Term Years 2, 3, 4 and 5 will be reviewed and determined annually on the anniversary of the beginning of the Term Period. The MARC for Years 2, 3, 4 and 5 will be calculated as follows:

Sum of the recurring revenue for all Qualified Access Services during the last three (3) months of the prior Term Year, multiplied by four (4), multiplied by ninety-five percent (95%).

For purposes of determining the Year 2 MARC, if the MARC resulting from the above calculation is greater than $500,000, the newly recalculated MARC will apply during Term Year 2. If the MARC resulting from the above calculation is less than $500,000, the Term Year 2 MARC will be $500,000.

For purposes of determining the MARC for Term Year 3 and subsequent Term Years, if the MARC resulting from the above calculation is greater than the previous Term Year's MARC, the newly recalculated MARC will apply during the next Term Year. If the MARC resulting from the above calculation is less than the previous Term Year's MARC, the then-current MARC will continue to apply during the next Term Year.

Example of Year 2 MARC Calculation: Customer's Term Year 1 MARC is $500,000. At the end of Term Year 1, the recurring revenue for Qualified Access Services during the previous 3 months totaled $150,000. $150,000 times 4 times 95% equals $570,000. Because $570,000 is greater than $500,000, the MARC for the Term Year 2 will be $570,000.

(B) Failure to Achieve the MARC

If, for any Term Year, the Customer fails to satisfy the MARC for any year of the Term Period, the Customer must choose one of the options below:

(1) The Customer shall pay a True-Up Payment as provided in Section 22.201.5 (C), below; or

(2) The Customer shall terminate this Contract Offer and pay termination liability charges as set forth in Section 22.201.9, following. (N)

(This page filed under Transmittal No. 1746)

22. Pricing Flexibility Contract Offerings (Cont'd)

(Dx)

(Dx)

(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.201 Contract Offer No. 201 – DS1, DS3 Service Offer (Cont'd)

22.201.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(C) Annual True-Up

The Telephone Company shall conduct an Annual True-Up as of the end of each Term Year. If, for any Term Year, the Customer's MARC Revenue is less than the MARC applicable during that Term Year, the Telephone Company will notify the Customer, and the Customer will be required to make a True-Up Payment equal to the difference between the Customer's MARC Revenue and the MARC for the relevant Term Year. The True-Up Payment will be due sixty (60) days after the Telephone Company provides notice to the Customer. The True-Up Payment will be calculated as follows:

Annual MARC – MARC Revenue = Amount of True-Up Payment

If the Customer fails to make a True-Up payment to the Telephone Company when due, the Customer shall be deemed to have terminated this Contract Offer and termination charges will apply, as set forth in Section 22.201.9, below.

22.201.6 Rates

Table B, below, contains the discounted rates for Contract Offer No. 201. Any rate elements not listed in Table B will be provided at their normally applicable rates, as provided in F.C.C Tariff 2 Section 7. Each circuit (Channel Termination / LDC and Mileage) must be located entirely in the MSAs listed in Section 22.201.2 (A) to be eligible for these rates.

Table B

Rate Elements	Applicable USOC	MRC per Rate Element
DS3 LDC w/electrical Interface LDC	TZUP+	$807.50
DS3 Channel Mileage Termination - Per Point of Termination-CMT	CZ4X+	$232.75
DS3 Channel Mileage-Per Mile	1YZX+	$33.15
DS3 Interconnection-Central Office Multiplexing	QM3X+	$427.50
DS1 Channel Mileage 0 miles	1YZX+	$113.00
DS1 Channel Mileage 1-10 miles	CZ4X+ 1YZX+	$185.00
DS1 Channel Mileage 11-20 miles	CZ4X+ 1YZX+	$225.00

+ equals Zones 1-5 (N)

(This page filed under Transmittal No. 1746)

22. Pricing Flexibility Contract Offerings (Cont'd) (Dx)

(Dx)

(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.201 Contract Offer No. 201 – DS1, DS3 Service Offer (Cont'd)

22.201.6 Rates (Cont'd)

The Telephone Company shall waive the following Non-Recurring charges (NRCs) associated with the purchase of qualifying DS1, DS3, OCN Point-to-Point and Dedicated Ring Services[1] for Customers subscribed to Contract Offer No. 201:

(1) Design and Central Office Connection Charge per Circuit; Section 7.4.2; and

(2) Customer Connection Charge per termination; Section 7.4.2.

22.201.7 Assignment/Transfer/Successors

(A) Neither party shall assign or otherwise transfer without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed) this Contract Offer No. 201. Customer may, without the Telephone Company's consent, but upon notice to the Telephone Company, assign in whole or relevant part, its rights and obligations under this Contract Offer No. 201 to an Affiliate, but Customer will remain financially responsible for the performance of such obligations. The Telephone Company may, without Customer's consent, assign in whole or relevant part, its rights and obligations under this Contract Offer No. 201 to an Affiliate, or subcontract to an Affiliate or a third party for work to be performed under this Contract Offer No. 201, but the Telephone Company will in each such case remain financially responsible for the performance of such obligations. "Affiliate" of a party means any entity that controls, is controlled by, or is under common control with, such party.

(B) Any assignment other than as permitted by this Section 22.201.7(A) is void.

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[1] OCN PTP and Dedicated Ring services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with specifically de-tariffed services are available at www.att.com/guidebook. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (Dx)

(Dx)

(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.201 Contract Offer No. 201 – DS1, DS3 Service Offer (Cont'd)

22.201.8 Mergers/Acquisitions

All provisions of this Contract Offer No, 201 shall continue in full force and in effect, not withstanding any merger or acquisition affecting a party. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the party, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of a merger or acquisition, if another entity involved in the merger or acquisition purchases any service from any Telephone Company entity, such service shall not be included in this Contract Offer No.201 for any purpose. The "Transaction Close Date" shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

22.201.9 Termination Liability

(A) Termination Liability of Contract Offer

Termination liability language, described below, applies in lieu of the termination liability language described in (FCC Tariff No. 2, Section 7.4.10). If the Customer terminates this Contract Offer before the completion of the Term Period for any reason, or fails to meet any of the eligibility criteria as described in Section 22.201.3, and/or any of the Terms and Conditions in Section 22.201.4, the Customer must pay the Telephone Company termination charges as described in this Section. These charges shall become due as of the effective date of the termination. The Customer must provide written notification to the Telephone Company sixty (60) days prior to the desired date of termination of the Contract Offer. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

(Dx)

(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.201 Contract Offer No. 201 – DS1, DS3 Service Offer (Cont'd)

22.201.9 Termination Liability (Cont'd)

(A) Termination Liability of Contract Offer (Cont'd)

The Customer's termination liability charges shall be equal to:

Fifty percent (50%) of the difference between the Actual Current Annual Recurring Revenue for Qualified Access Services and the annual MARC at the time of termination, plus fifty percent (50%) of the annual MARC at the time of termination for each subsequent year remaining in the term period.

50% (Annual MARC - Annual Current Recurring Revenue) +
50% (Annual MARC x years remaining) = termination liability

For example, the Customer terminates the contract in Year 2 and Customer has 3 years remaining in a 5-year term period. Customer's current MARC at time of termination is $500,000 and actual recurring revenue is $ 400,000. The termination liability charge will be as follows:

50% ($500,000 - 400,000) + 50% ($500,000 x 3) = $800,000 termination liability charge

(B) Termination Liability - Individual Subject Services

Termination liability, as described below, applies in lieu of termination liability as described in Ameritech Tariff No. 2, Section 7.4.10. If the Customer terminates Subject Services under this Contract Offer before the completion of the applicable Service Term during the Term Period for any reason other than material breach by the Telephone Company, the Customer must pay the Telephone Company termination charges as described in this Section. These charges shall become due as of the effective date of the termination of service. The Customer must provide written notification to the Telephone Company thirty (30) days prior to the desired date of termination of the Subject Services pursuant to this Contract Offer. The Customer will be liable for a termination charge which shall be equal to fifty percent (50%) of the MRC for the disconnected rate elements or Subject Services for the balance of the Service Term (MRC X 50% X (months remaining in the applicable Service Term). In addition, the Customer will be charged for any NRCs previously waived and/or discounted by one hundred percent (100%) for such terminated individual rate elements or Subject Services. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(Dx

(Dx)

(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.201 Contract Offer No. 201 – DS1, DS3 Service Offer (Cont'd)

22.201.9 Termination Liability (Cont'd)

(B) Termination Liability - Individual Subject Services (Cont'd)

For example, the Customer terminates a Subject Service in Month 10 of the 12- month service term. Customer's MRC at time of termination is $500. The Termination liability charge will be as follows:

50% ($500 X 2) = $500 termination liability charge (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (Dx)

(Dx)

(x) Issued under the Authority of Special Permission 11-010 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.202 Contract Offer No. 202 – DS1, DS3 Service Offer

22.202.1 General Description (N)

This DS1, DS3 Service Offer (Contract Offer No. 202) is an access discount pricing plan which concurrent subscription is required to the following Access Tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. 2, Contract Offer No. 202, and The Southern New England Telephone Company (SNET) Tariff F.C.C. No. 39, Contract Offer No. 52. Ameritech and SNET shall be identified herein as the "Qualified Companies." (Nx)

Contract Offer No. 202 requires eligible Customers to satisfy a Minimum Annual Revenue Commitment (MARC), as described in Section 22.202.5 herein. The MARC will consist of recurring revenues from, in the aggregate, all Subject Services purchased from the Telephone Company and all Subject Services as defined in the other Concurrently Subscribed Contract Offer identified in Section 22.202.3 which services purchased from either of the Qualified Companies may be referred to as "Qualified Access Services." (N)

Subject Services provided by the Telephone Company are described in Section 22.202.2.

Contract Offer No. 202 will be available only from August 11, 2011 through September 11, 2011.

(x) Issued under Authority of Special Permission No. 11-010 of F.C.C. (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.202 Contract Offer No. 202 – DS1, DS3 Service Offer (Cont'd)

22.202.2 Subject Services

Subject Services are listed in Table A, below. Each Subject Service under this Contract Offer must be ordered and purchased pursuant to a twelve (12) month term commitment, pursuant to Section 22.202.4, as applicable.

Table A – Subject Services

Subject Services	
Interstate Special Access	DS1 & DS3

(A) Subject Services ordered and purchased by the Customer prior to its subscription to this Contract Offer will be referred to as "Existing Subject Services."

(B) Subject Services that were not being purchased from the Telephone Company prior to its subscription to this Contract Offer will be referred to as "New Subject Services."

(C) All terms and conditions for the Subject Services are governed by the respective tariff sections, except as provided to the contrary in this Contract Offer No. 202.

22.202.3 Eligibility Criteria

The following Eligibility Criteria apply to this Contract Offer No. 202:

(A) All Subject Services must be located in the MSAs for which the Telephone Company has been granted pricing flexibility relief, as listed in Ameritech Tariff F.C.C. No. 2, Section 21. During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 21 at the time of subscription, the Customer may, at its option, include Subject Services provided in such additional MSAs in this Contract Offer No. 202, as described in 22.202.2, Table (A), herein, by providing written notice to the Telephone Company. (N)

(B) In addition to subscribing to, and purchasing Subject Services from, this Contract Offer throughout the Term Period, the Customer must concurrently subscribe to, and purchase service from the following contract offer: (Nx)

SNET Tariff F.C.C. No. 39, Contract Offer No. 52. SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 52 and this Contract offer may be referred to as the "Concurrently Subscribed Contract Offers." Any breach or termination of either of the Concurrently Subscribed Contract Offers shall be deemed to be a breach or termination of both of the Concurrently Subscribed Contract Offers. (Nx)

(x) Issued under Authority of Special Permission No. 11-010 of F.C.C. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.202 Contract Offer No. 202 – DS1, DS3 Service Offer (Cont'd)

22.202.3 Eligibility Criteria (Cont'd)

(C) During the month prior to the Customer's subscription to this Contract Offer, the Customer must have been purchasing DS1 and DS3 interstate special access services from each of the Qualified Companies.

(D) The Customer's subscription to, and purchase of, Subject Services from, the Qualified Companies under the concurrently subscribed to Contract Offers must include all of the Customer's subsidiaries and affiliates.

(E) Subject Services shall not be included in any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement, unless expressly permitted by such other pricing flexibility contract offer or other arrangement.

22.202.4 Terms and Conditions

The following Terms and Conditions apply to this Contract Offer No. 202:

(A) Subscription

To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company. The LOS shall list the ACNAs of the Customer and all such affiliates and subsidiaries ("Eligible ACNAs"). Services ordered or purchased under other ACNAs may not be transferred to or otherwise included in this Contract Offer, except as expressly provided herein.

(1) The Customer may purchase Subject Services pursuant to this Contract Offer under ACNAs other than Eligible ACNAs ("Other ACNAs"), and/or the Customer may transfer Subject Services from Other ACNAs to Eligible ACNAs, upon thirty (30) day written notice by the Customer. Subject Services purchased under or transferred from Other ACNAs shall be deemed to be New Subject Services upon their purchase under or transfer to this Contract Offer. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.202 Contract Offer No. 202 – DS1, DS3 Service Offer (Cont'd)

22.202.4 Terms and Conditions (Cont'd)

(A) Subscription (Cont'd)

(2) If the Customer purchases Subject Services pursuant to this Contract Offer under Other ACNAs, and/or if services are transferred from Other ACNAs to Eligible ACNAs, the MARC shall be increased to reflect such purchase under or inclusion in this Contract Offer. The amount by which the MARC is increased shall be equal to the billed Monthly Recurring Charges (MRCs) applicable to the services included in or transferred to this Contract Offer from Other ACNAs times: (a) the number of months remaining in the current Term Year, for purposes of determining the MARC for the current Term Year, and/or (b) twelve (12), for purposes of determining the MARC for each Term Year thereafter.

(B) Term Period

The term of this Contract Offer (Term Period) shall commence on the date the Telephone Company receives the signed Letter of Subscription ("Subscription Date") and end on October 7, 2016. This Contract Offer, including, without limitation, the issuance of credits pursuant to this Contract Offer, shall terminate upon the expiration of the Term Period. This Contract Offer is not renewable.

Purchases of the Subject Services are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2, set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Testing Maintenance and Additional Labor Services, and such terms and conditions may be modified through filing tariff changes at any time during the Term Period. Any such modifications will not change the terms and conditions of Contract Offer No. 202.

(C) Customer must subscribe to this Contract Offer in accordance with the regulations set forth in Ameritech Tariff F.C.C. No. 2, Section 5 – Ordering Options for Switched Access and Special Access Services.

(D) Existing Subject Services (as defined in Section 22.202.2(A)) to which the Customer already subscribes as of the commencement of the Term Period shall receive credits under this Contract Offer, beginning upon the commencement of the Term Period of this Contract Offer. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.202 Contract Offer No. 202 – DS1, DS3 Service Offer (Cont'd)

22.202.4 Terms and Conditions (Cont'd)

(E) If the Customer subscribed to Ameritech Contract Offer No. 193 prior to the effective date of this Contract Offer, then: (i) this Contract Offer shall supersede Contract Offer No. 193, effective on the Subscription Date; (ii) Ameritech Contract Offer No. 193 shall be terminated without termination liability; and (iii) all Subject Services within the meaning of Contract Offer No. 193 and being purchased under Contract Offer No. 193 as of the Subscription Date shall become Existing Subject Services under this Contract Offer as defined in Section 22.202.2(A).

(F) Service Term

Each Subject Service shall be subject to a twelve (12) month service term commitment, which shall begin as provided below (Service Term). Upon expiration of the Term Period of this Contract Offer, each Subject Service shall be provided for the remainder of the applicable Service Term according to the rates, terms and conditions applicable to a twelve (12) month term commitment pursuant to Section 7.4.10, as applicable.

(1) The Service Term for each Existing Subject Service shall begin on the date such Subject Service was placed in service or began its existing term commitment (that is, its term commitment prior to subscription to this Contract Offer), whichever is later.

(2) The Service Term for each New Subject Service shall begin on the date the Subject Service is placed in service.

(G) Portability

DS1 Portability shall be provided as follows: The Telephone Company will credit the Customer any paid early termination liability charges for the disconnection of DS1s throughout the Term Period of Contract Offer No. 202, provided that the eligibility criteria in Section 22.202.3, and the Terms and Conditions in Section 22.202.4 have been met.

DS3 Portability shall be provided as follows: The Telephone Company will credit the Customer any paid early termination liability charges for the disconnection of DS3s throughout the Term Period of Contract Offer No. 202, provided that the eligibility criteria in Section 22.202.3, and the Terms and Conditions in Section 22.202.4 have been met. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.202 Contract Offer No. 202 – DS1, DS3 Service Offer (Cont'd)

22.202.4 Terms and Conditions (Cont'd)

(H) Technology Upgrade

As long as the Customer meets the eligibility criteria in Section 22.202.3, and the Terms and Conditions in Section 22.202.4, the Customer may purchase services which offer features based on upgraded technology from the Telephone Company to replace one or more services listed in Section 22.202.2, Table A. Once eligibility is determined, the Telephone Company shall waive termination penalties provided that the desired upgraded technology:

(1)Is comparable to existing Subject Services;

(2)Provides substantially the same functionality as the existing Subject Services;

(3) Customer agrees to purchase the upgraded technology for at least the remainder of the Term Period of this Contract Offer.

(4) Any Existing Subject Service must have been in service for a minimum of twelve (12) months from its installation date to its disconnection date.

(I) Commingling is defined in Ameritech Tariff F.C.C. No. 2, Section 2.6. Commingling of Subject Services provided pursuant to this Contract Offer is prohibited.

22.202.5 Minimum Annual Revenue Commitment (MARC)

This Contract Offer requires the Customer to maintain a Minimum Annual Revenue Commitment (MARC) throughout the Term Period. Each period of three hundred sixty-five (365) days during the Term Period shall be known as a "Term Year," except that Term Year 1 shall begin on the Subscription Date and end on October 7, 2011. The Customer's revenue, for purposes of determining and applying the MARC shall be comprised of recurring charges associated with Qualified Access Services purchased under Eligible ACNAs, net of all applicable credits and discounts ("MARC Revenue"). As clarification, but not to modify the foregoing sentence, non-recurring charges shall not be included in determining or applying the MARC. The MARC will be calculated as outlined below in Section 22.202.5 (A). (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.202 Contract Offer No. 202 – DS1, DS3 Service Offer (Cont'd)

22.202.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(A) Determining the Minimum Annual Revenue Commitment

The Customer's MARC for Term Year 1 shall be $208,000.

The MARC for Term Years 2, 3, 4 and 5 will be reviewed and determined annually on the anniversary of the beginning of the Term Period. The MARC for Years 2, 3, 4 and 5 will be calculated as follows:

Sum of the recurring revenue for all Qualified Access Services during the last three (3) months of the prior Term Year, multiplied by four (4), multiplied by ninety-five percent (95%).

For purposes of determining the Year 2 MARC, if the MARC resulting from the above calculation is greater than $500,000, the newly recalculated MARC will apply during Term Year 2. If the MARC resulting from the above calculation is less than $500,000, the Term Year 2 MARC will be $500,000.

For purposes of determining the MARC for Term Year 3 and subsequent Term Years, if the MARC resulting from the above calculation is greater than the previous Term Year's MARC, the newly recalculated MARC will apply during the next Term Year. If the MARC resulting from the above calculation is less than the previous Term Year's MARC, the then-current MARC will continue to apply during the next Term Year.

Example of Year 2 MARC Calculation: Customer's Term Year 1 MARC is $500,000. At the end of Term Year 1, the recurring revenue for Qualified Access Services during the previous 3 months totaled $150,000. $150,000 times 4 times 95% equals $570,000. Because $570,000 is greater than $500,000, the MARC for the Term Year 2 will be $570,000.

(B) Failure to Achieve the MARC

If, for any Term Year, the Customer fails to satisfy the MARC for any year of the Term Period, the Customer must choose one of the options below:

(1) The Customer shall pay a True-Up Payment as provided in Section 22.202.5 (C), below; or

(2) The Customer shall terminate this Contract Offer and pay termination liability charges as set forth in Section 22.202.9, following. (N)

(This page filed under Transmittal No. 1747)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.202 Contract Offer No. 202 – DS1, DS3 Service Offer (Cont'd)

22.202.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(C) Annual True-Up

The Telephone Company shall conduct an Annual True-Up as of the end of each Term Year. If, for any Term Year, the Customer's MARC Revenue is less than the MARC applicable during that Term Year, the Telephone Company will notify the Customer, and the Customer will be required to make a True-Up Payment equal to the difference between the Customer's MARC Revenue and the MARC for the relevant Term Year. The True-Up Payment will be due sixty (60) days after the Telephone Company provides notice to the Customer. The True-Up Payment will be calculated as follows:

Annual MARC – MARC Revenue = Amount of True-Up Payment

If the Customer fails to make a True-Up payment to the Telephone Company when due, the Customer shall be deemed to have terminated this Contract Offer and termination charges will apply, as set forth in Section 22.202.9, below.

22.202.6 Rates

Table B, below, contains the discounted rates for Contract Offer No. 202. Any rate elements not listed in Table B will be provided at their normally applicable rates, as provided in F.C.C Tariff 2 Section 7. Each circuit (Channel Termination / LDC and Mileage) must be located entirely in the MSAs listed in Section 22.202.2 (A) to be eligible for these rates.

Table B

Rate Elements	Applicable USOC	MRC per Rate Element
DS3 LDC w/electrical Interface LDC	TZUP+	$807.50
DS3 Channel Mileage Termination - Per Point of Termination-CMT	CZ4X+	$232.75
DS3 Channel Mileage-Per Mile	1YZX+	$33.15
DS3 Interconnection-Central Office Multiplexing	QM3X+	$427.50
DS1 Channel Mileage 0 miles	1YZX+	$113.00
DS1 Channel Mileage 1-10 miles	CZ4X+ 1YZX+	$185.00
DS1 Channel Mileage 11-20 miles	CZ4X+ 1YZX+	$225.00

+ equals Zones 1-5 (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.202 Contract Offer No. 202 – DS1, DS3 Service Offer (Cont'd)

22.202.6 Rates (Cont'd)

The Telephone Company shall waive the following Non-Recurring charges (NRCs) associated with the purchase of qualifying DS1, DS3, OCN Point-to-Point and Dedicated Ring Services[1] for Customers subscribed to Contract Offer No. 202:

(1) Design and Central Office Connection Charge per Circuit; Section 7.4.2; and

(2) Customer Connection Charge per termination; Section 7.4.2.

22.202.7 Assignment/Transfer/Successors

(A) Neither party shall assign or otherwise transfer without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed) this Contract Offer No. 202. Customer may, without the Telephone Company's consent, but upon notice to the Telephone Company, assign in whole or relevant part, its rights and obligations under this Contract Offer No. 202 to an Affiliate, but Customer will remain financially responsible for the performance of such obligations. The Telephone Company may, without Customer's consent, assign in whole or relevant part, its rights and obligations under this Contract Offer No. 202 to an Affiliate, or subcontract to an Affiliate or a third party for work to be performed under this Contract Offer No. 202, but the Telephone Company will in each such case remain financially responsible for the performance of such obligations. "Affiliate" of a party means any entity that controls, is controlled by, or is under common control with, such party.

(B) Any assignment other than as permitted by this Section 22.202.7(A) is void.

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[1] OCN PTP and Dedicated Ring services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with specifically de-tariffed services are available at www.att.com/guidebook. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.202 Contract Offer No. 202 – DS1, DS3 Service Offer (Cont'd)

22.202.8 Mergers/Acquisitions

All provisions of this Contract Offer No, 202 shall continue in full force and in effect, not withstanding any merger or acquisition affecting a party. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the party, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of a merger or acquisition, if another entity involved in the merger or acquisition purchases any service from any Telephone Company entity, such service shall not be included in this Contract Offer No.202 for any purpose. The "Transaction Close Date" shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

22.202.9 Termination Liability

(A) Termination Liability of Contract Offer

Termination liability language, described below, applies in lieu of the termination liability language described in (FCC Tariff No. 2, Section 7.4.10). If the Customer terminates this Contract Offer before the completion of the Term Period for any reason, or fails to meet any of the eligibility criteria as described in Section 22.202.3, and/or any of the Terms and Conditions in Section 22.202.4, the Customer must pay the Telephone Company termination charges as described in this Section. These charges shall become due as of the effective date of the termination. The Customer must provide written notification to the Telephone Company sixty (60) days prior to the desired date of termination of the Contract Offer. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.202 Contract Offer No. 202 – DS1, DS3 Service Offer (Cont'd)

22.202.9 Termination Liability (Cont'd)

(A) Termination Liability of Contract Offer (Cont'd)

The Customer's termination liability charges shall be equal to:

Fifty percent (50%) of the difference between the Actual Current Annual Recurring Revenue for Qualified Access Services and the annual MARC at the time of termination, plus fifty percent (50%) of the annual MARC at the time of termination for each subsequent year remaining in the term period.

50% (Annual MARC - Annual Current Recurring Revenue) +
50% (Annual MARC x years remaining) = termination liability

For example, the Customer terminates the contract in Year 2 and Customer has 3 years remaining in a 5-year term period. Customer's current MARC at time of termination is $500,000 and actual recurring revenue is $ 400,000. The termination liability charge will be as follows:

50% ($500,000 - 400,000) + 50% ($500,000 x 3) = $800,000 termination liability charge

(B) Termination Liability - Individual Subject Services

Termination liability, as described below, applies in lieu of termination liability as described in Ameritech Tariff No. 2, Section 7.4.10. If the Customer terminates Subject Services under this Contract Offer before the completion of the applicable Service Term during the Term Period for any reason other than material breach by the Telephone Company, the Customer must pay the Telephone Company termination charges as described in this Section. These charges shall become due as of the effective date of the termination of service. The Customer must provide written notification to the Telephone Company thirty (30) days prior to the desired date of termination of the Subject Services pursuant to this Contract Offer. The Customer will be liable for a termination charge which shall be equal to fifty percent (50%) of the MRC for the disconnected rate elements or Subject Services for the balance of the Service Term (MRC X 50% X (months remaining in the applicable Service Term). In addition, the Customer will be charged for any NRCs previously waived and/or discounted by one hundred percent (100%) for such terminated individual rate elements or Subject Services. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.202 Contract Offer No. 202 – DS1, DS3 Service Offer (Cont'd)

22.202.9 Termination Liability (Cont'd)

(B) Termination Liability - Individual Subject Services (Cont'd)

For example, the Customer terminates a Subject Service in Month 10 of the 12- month service term. Customer's MRC at time of termination is $500. The Termination liability charge will be as follows:

50% ($500 X 2) = $500 termination liability charge (N)

ACCESS SERVICE

22.203 Contract Offer No. 203 – Special Access Wireless DS1 and DS3 Service Offer (N)

22.203.1 General Description

Contract Offer No. 203, Special Access DS1 and DS3 Service Offer (Contract Offer No. 203), is a Minimum Volume Commitment plan for special access for (N) which concurrent subscription is required to this Contract Offer and the following (Nx) Access Tariffs: Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, Contract Offer No. 25; Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Contract Offer No. 156; BellSouth Telecommunications LLC (BellSouth) Tariff F.C.C. No. 1, Contract Offer No. 73, and Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73 Contract Offer No. 175 (collectively, with this Contract Offer No. 203, Concurrently Subscribed Contract Offers). NBTC, PBTC, BellSouth. SWBT and Ameritech Operating Companies (Ameritech) shall be identified herein as the “Qualified Companies.”

Subject to the Terms and Conditions set forth elsewhere in this Contract Offer No. 203 and the other Concurrently Subscribed Contract Offers, Contract Offer No. 203 requires eligible Customers to make and satisfy Minimum Volumes, as defined in Section 22.203.5. The Minimum Volumes consist of certain Subject Services purchased from the Ameritech Tariff F.C.C. No. 2, and the other Qualified Companies as provided in this Contract Offer. (Nx)

This Contract Offer is available for subscription from August 25, 2011 through (N) September 25, 2011. This Contract Offer is not renewable.

22.203.2 Subject Services

(A) This Contract Offer applies to pricing Subject Services contained in the following tariff sections: Ameritech Tariff F.C.C. No. 2, Sections 6, 7 and 21 – DS1 and DS3 High Capacity Service.

(B) Subject Services must be located in the Pricing Flexibility MSAs for which the Telephone Company has been granted pricing flexibility relief, as listed in Ameritech Tariff F.C.C. No. 2, Section 21 and in the MSAs in Table A, below. During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 21 at the time of subscription, the Customer may, at its option, include Subject Services eligible for the discounts under this Contract Offer No. 203.

Table A-

MSA	
Fort Wayne	IN
Youngstown-Warren	OH
St. Louis	IL
Davenport/Rock Island/Moline	IL

(N)

(x) Filed under the authority of Special Permission No. 11-013 of the F.C.C.

22.203 Contract Offer No. 203 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd) (N)

22.203.3 Eligibility Criteria

The Customer must meet the following Eligibility Criteria as of the date this Contract Offer becomes effective (Effective Date):

(A) All Subject Services must terminate on Customer's Wireless Network.

(B) All Subject Services must subtend a SONET[1] ring service purchased by the Customer from the Telephone Company.

(C) During the month prior to the Customer's subscription to this Contract Offer, the Customer must have in service no fewer than sixteen thousand (16,000) and no more than seventeen thousand (17,000) DS1s, and no fewer than one thousand two hundred (1,200) and no more than one thousand three hundred (1,300) DS3 access circuits from the Qualified Companies, each of which terminates at a Qualified Cell Site. (N)

(D) Concurrently Subscribed Contract Offers. The Customer must concurrently subscribe to the following Contract Offers: (Nx)

- NBTC Tariff F.C.C. No. 1, Contract Offer No. 25;
- PBTC Tariff F.C.C. No. 1, Contract Offer No. 156;
- SWBT Tariff F.C.C. No. 73, Contract Offer No. 175; and
- BellSouth Tariff F.C.C. No. 1, Contract Offer No. 73. (Nx)

22.203.4 Terms and Conditions (N)

(A) Term Period

The term of this Contract Offer (Term Period) shall be sixty (60) months, commencing on the date the Telephone Company receives the signed Letter of Subscription (LOS) from the Customer. Upon expiration of the Term Period, the rates and terms and conditions of this Contract Offer shall no longer apply, and Subject Services shall be provided at the prevailing month-to-month rates in Ameritech Tariff F.C.C. No. 2, Section 7.

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[1] Dedicated SONET Ring Service (DSRS) services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. (N)

(x) Filed under the authority of Special Permission No. 11-013 of the F.C.C.

22.203 Contract Offer No. 203 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd) (N)

22.203.4 Terms and Conditions (Cont'd)

(B) General Terms and Conditions

(1) Subject Services are subject to certain rates, charges and general terms and conditions described in Ameritech Tariff F.C.C. No. 2, Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the terms and conditions of this Contract Offer. If any provision of this Contract Offer conflicts with any otherwise applicable provisions of Ameritech Tariff F.C.C. No. 2, Section 2, 5 or 13, this Contract Offer shall govern over the conflicting provision.

(2) All traffic transmitted over Subject Services must originate or terminate at a Mobile Switching Center (MSC) operated by the Customer.

(3) All terms and conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.

(4) Subject Services eligible for credits under this Contract Offer shall not be included in any other pricing flexibility contract offer, unless expressly permitted by such other pricing flexibility contract offer or other arrangement.

(5) Jointly provided access services may be included as Subject Services under this Contract Offer, provided such services meet the terms and conditions herein. Such Subject Services shall be eligible for the credits provided in this Contract Offer, but such credits will be applicable only to the portion of such services provided by the Telephone Company. Jointly Provided Access Services will be counted for purposes of determining the Customer's compliance with the DS1 and DS3 Volume Commitments set forth in Section 22.203.5 of this Contract Offer.

(6) To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company, which must include a list of eligible Access Customer Name Abbreviations (ACNAs) under which the Subject Services pursuant to this Contract Offer may be purchased. Subject Services ordered or purchased under other ACNAs may not be transferred or converted to this Contract Offer.

(7) If, as of the Subscription Date of this Contract Offer, the Customer purchases services pursuant to Ameritech Tariff F.C.C. No. 2, Contract Offer No. 164, this Contract Offer shall supersede Contract Offer No. 164. The Customer's subscription to Contract Offer No. 164 shall be terminated and "Subject Services" under Contract Offer No. 164 shall be provided pursuant to this Contract Offer. Customer shall not incur any termination liability under Contract Offers No. 164 as a result of the supersedure of Contract offer No. 164. (N)

22.203 Contract Offer No. 203 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd) (N)

22.203.4 Terms and Conditions (Cont'd)

(B) General Terms and Conditions (Cont'd)

(8) Commingling shall be as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.

(9) Credits earned under this Contract Offer No. 203 are in addition to, and do not alter, any discounts, term plans or other rates available in the Telephone Company's tariffs, except for those pricing flexibility contract tariffs superseded by the Concurrently Subscribed Tariffs.

(10) With the exception of the Concurrently Subscribed Contract Offers, the Customer shall not purchase special access services pursuant to any pricing flexibility contract offer, broadband services agreement, intrastate "ICB" contract or other individually negotiated tariff or agreement that includes any minimum volume or revenue commitment (any such precluded tariffs or agreements hereafter referred to as an "Other Commitment Agreement"), unless the Other Commitment Agreement expressly refers to this Contract Offer and expressly permits the Customer to purchase such services subject to both this Contract Offer and the Other Commitment Agreement. The word "purchase," as used in the foregoing sentence, refers to the Customer obtaining or using any service in exchange for compensation, regardless of when the service was ordered or installed

22.203.5 Minimum Volume Credits

(A) The Telephone Company will issue credits to the Customer as provided in this Section 22.203.5(B), conditioned on the Customer's purchase of the minimum volumes of Subject Services from the Qualified Companies, as set forth below ("Minimum Volumes").

(1) During each month of the Term Period, the Customer must be purchasing from the Qualified Companies, in total, a minimum of sixteen thousand seven hundred and nineteen (16,719) DS1 Subject Services.

(2) During each month of the Term Period, the Customer must be purchasing form the Qualified Companies, in total, a minimum of one thousand two hundred and nine (1209) DS3 Subject Services.

(B) If the Customer satisfies the minimum volume conditions, the Telephone Company will issue credits to the Customer in the amount of thirty dollars ($30) for each DS1 in excess of the Minimum Volumes identified in Section 22.203.5.A.1, and one hundred dollars ($100) for each DS3 in excess of the Minimum Volumes identified in Section 22.203.5.A.2, which shall be distributed among the Qualified Companies as provided herein. Credits shall be applied to "Subject Services" provided pursuant to the Concurrently Subscribed Contract Offers according to the installation date with credits being applied to the most recently installed Subject Services first. (N)

(This page filed under Transmittal No. 1749)

ACCESS SERVICE

22.203 Contract Offer No. 203 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd) (N)

22.203.6 Replacement of Subject Services with Ethernet-Based Services[1]

(A) The Customer may terminate DS1 Subject Services without termination liability charges, provided that the following conditions have been met.

(1) The Subject Service must have been in service for at least six (6) months prior to termination.

(2) The Subject Service must have been replaced by Ethernet-based service[1] provided to the Customer by the Telephone Company at the same Qualified Cell Site, with Ethernet[1] bandwidth of no less than 5 Mbps per Customer cell site (Replacement Service).

(3) No lapse in billing may have occurred between the termination of the Subject Service and the installation of the Replacement Service.

(B) The Customer may qualify for credits to be applied against termination liability charges billed for terminated DS3 Subjects Services ("DS3 Credits"), provided that the following conditions have been met.

(1) The Subject Service must have been continuously in service since the Effective Date of this Contract Offer.

(2) The Subject Service must have been in service for at least twenty-four (24) months prior to termination.

(3) The Subject Service must have been replaced by Ethernet-based service[1] provided to the Customer by the Telephone Company at the same Qualified Cell Site, with Ethernet[1] bandwidth of no less than 5 Mbps per Customer cell site (Replacement Service).

(4) No lapse in billing may have occurred between the termination of the Subject Service and the installation of the Replacement Service.

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[1] Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with specifically de-tariffed services are available at www.att.com/guidebook (N)

22.203 Contract Offer No. 203 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd) (N)

22.203.6 Replacement of Subject Services with Ethernet-Based Services[1]

(B) (Cont'd)

The Telephone Company will calculate and issue (when applicable) DS3 Credits for each three (3) month period during the Term Period, beginning from the Subscription Date (each such period to be referred to as a "Quarter"). DS3 Credits will be based on the equivalent of one terminated DS3 Subject Service for every twenty-eight (28) DS1 Subject Services that have been terminated without termination liability pursuant to Section 22.203.6(A), above, during the relevant Quarter ("Eligible DS1s"). The Telephone Company will determine the number of Eligible DS1s for the Quarter, divide the number of Eligible DS1s by twenty-eight (28), and round the quotient down to the nearest whole number. The result of this calculation will be referred to as the "DS3 Termination Allowance." The amount of the DS3 Credit will be calculated by multiplying the DS3 Termination Allowance times the average amount of all termination liability charges billed to the Customer per terminated DS3 Subject Service during the Quarter ("Average DS3 TLC").

Formula: DS3 Termination Allowance x Average DS3 Termination Liability Charge = DS3 Credit

Example: During Quarter X of the Term Period, the Customer terminates 165 DS1 Subject Services without termination liability, as provided in Section 22.203.6(A). During Quarter X, the Customer also terminates 6 DS3 Subject Services. Total termination liability charges for the terminated DS3 Subject Services are $24,000. The DS3 Termination Allowance is 5 (165/28 = 5.89). The Average DS3 TLC is $4,000 ($24,000/6 = $4,000). The DS3 Credit is $20,000 ($4,000 x 5 = $20,000).

22.203.7 Assignment and Transfer

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

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

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

ACCESS SERVICE

22.203 Contract Offer No. 203 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd) (N)

22.203.7 Assignment and Transfer (Cont'd)

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.203.8 Mergers/Acquisitions

All provisions of this Contract Offer shall continue in full force and effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, and Terms and Conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased. (N)

22. Pricing Flexibility Contract Offerings (N)

22.204 Contract Offer No. 204 – DS1 Service Offer

22.204.1 General Description

This Contract Offer permits Customers that meet the Eligibility Criteria in Section 22.204.3 and otherwise comply with the Terms and Conditions of this Contract Offer to disconnect Subject Services, as defined in Section 22.204.2, and receive waiver of, or discount on, termination liability charges associated with such disconnection.

This Contract Offer is available for subscription from September 10, 2011 through October 10, 2011. This Contract Offer is not renewable.

22.204.2 Subject Services

(A) This Contract Offer applies to pricing flexibility qualified services (Subject Services) contained in the following tariff section: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Section 7 or 21 – DS1 High Capacity Service.

(B) Subject Services must be located in the Pricing Flexibility MSAs for which the Telephone Company has been granted pricing flexibility relief, as listed in Ameritech Tariff F.C.C. No. 2, Section 21, and additional MSAs listed in Table A, below. During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 21 or Table A at the time of subscription, the Customer may, at its option, include Subject Services eligible for the discounts under this Contract Offer No. 204.

Table A

MSA	
Fort Wayne	IN
Youngstown-Warren	OH
St. Louis	IL
Davenport/Rock Island/Moline	IL

22.204.3 Eligibility Criteria

The following eligibility criteria must be met to subscribe to Contract Offer No. 204:

(A) All Subject Services must originate or terminate on a wireless carrier's network.

(B) During the month prior to the Customer's subscription to this Contract Offer, the Customer must have been purchasing no fewer than nineteen thousand five hundred(19,500) and no more than twenty thousand five hundred (20,500) DS1 special access circuits from the Telephone Company, each of which terminates at a Qualified Cell Site. (N)

(This page filed under Transmittal No. 1750)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.204 Contract Offer No. 204 – DS1 Service Offer (Cont'd)

22.204.4 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) shall be sixty (60) months, beginning on the date the Letter of Subscription (LOS) is signed by the last of the Customer and the Telephone Company (Subscription Date). This Contract Offer is not renewable.

(B) General Terms and Conditions

(1) Subject Services are subject to certain rates, charges and general terms and conditions in other sections of Ameritech Tariff F.C.C. No. 2, (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services), and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. However, such tariff modifications will not change the Terms and Conditions described in this Contract Offer No.204.

(2) All terms and conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.

(3) To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company, which must include a list of eligible Access Customer Name Abbreviations (ACNAs). All Subject Services under this Contract Offer must be provided under such ACNAs. Subject Services ordered or purchased under other ACNAs may not be transferred or converted for inclusion under this Contract Offer.

(C) Waiver of, or discount on, Termination Liability Charges: The Customer will receive waiver of, or discount on, otherwise applicable termination liability charges for Subject Services as provided herein.

(1) To receive a waiver of, or discount on, termination liability charges for Subject Services pursuant to this Contract Offer, the following conditions must be met:

(a) The Subject Service must have been replaced by Ethernet-based service[1] provided to the Customer by the Telephone Company at the same Qualified Cell Site, with Ethernet[1] bandwidth of no less than 5 Mbps per Customer cell site (Replacement Service); and

(b) No lapse in billing may have occurred between the termination of the Subject Service and the installation of the Replacement Service.

[1] Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with specifically de-tariffed services are available at `www.att.com/guidebook`. (N)

(This page filed under Transmittal No. 1750)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.204 Contract Offer No. 204 – DS1 Service Offer (Cont'd)

22.204.4 Terms and Conditions (Cont'd)

(C) (Cont'd)

(2) Waiver or discount of termination charges will apply as follows:

(a) If the Customer terminates a Subject Service that has been in service, as of the time of termination, for six (6) months or more, no termination liability charges shall apply.

(b) If a terminated Subject Service has been in service for less than six (6) months, as of the time of termination, a discounted termination liability charge of eight hundred dollars ($800) shall apply.

(c) Termination liability waivers or discounts under this Contract Offer may be implemented by issuing credits to offset termination charges previously billed.

(D) Subject Services receiving termination liability waivers or discounts under this Contract Offer shall not receive a similar termination liability waiver or discount under any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement.

22.204.5 Assignment/Transfer

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

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

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

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.204 Contract Offer No. 204 – DS1 Service Offer (Cont'd)

22.204.5 Assignment/Transfer (Cont'd)

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.204.5 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.204.6 Mergers and Acquisitions

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

(This page filed under Transmittal No. 1750)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (N)

22.205 Contract Offer No. 205 – DS1 Service Offer

22.205.1 General Description

This Contract Offer permits Customers that meet the Eligibility Criteria in Section 22.205.3 and otherwise comply with the Terms and Conditions of this Contract Offer to disconnect Subject Services, as defined in Section 22.205.2, and receive waiver of, or discount on, termination liability charges associated with such disconnection.

This Contract Offer is available for subscription from October 18, 2011 through November 18, 2011. This Contract Offer is not renewable.

22.205.2 Subject Services

(A) This Contract Offer applies to pricing flexibility qualified services (Subject Services) contained in the following tariff section: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Section 7 or 21 – DS1 High Capacity Service.

(B) Subject Services must be located in the Pricing Flexibility MSAs for which the Telephone Company has been granted pricing flexibility relief, as listed in Ameritech Tariff F.C.C. No. 2, Section 21, and additional MSAs listed in Table A, below. During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 21 or Table A at the time of subscription, the Customer may, at its option, include Subject Services eligible for the discounts under this Contract Offer No. 205.

Table A

MSA	
Fort Wayne	IN
Youngstown-Warren	OH
St. Louis	IL
Davenport/Rock Island/Moline	IL

22.205.3 Eligibility Criteria

The following eligibility criteria must be met to subscribe to Contract Offer No. 205:

(A) All Subject Services must originate or terminate on a wireless carrier's network.

(B) During the month prior to the Customer's subscription to this Contract Offer, the Customer must have been purchasing no fewer than nineteen thousand five hundred(19,500) and no more than twenty thousand five hundred (20,500) DS1 special access circuits from the Telephone Company, each of which terminates at a Qualified Cell Site. (N)

(This page filed under Transmittal No. 1753)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.205 Contract Offer No. 205 – DS1 Service Offer (Cont'd)

22.205.4 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) shall be sixty (60) months, beginning on the date a signed Letter of Subscription (LOS) is received from the Customer by the Telephone Company (Subscription Date). This Contract Offer is not renewable.

(B) General Terms and Conditions

(1) Subject Services are subject to certain rates, charges and general terms and conditions in other sections of Ameritech Tariff F.C.C. No. 2, (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services), and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. However, such tariff modifications will not change the Terms and Conditions described in this Contract Offer No.205.

(2) All terms and conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.

(3) To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company, which must include a list of eligible Access Customer Name Abbreviations (ACNAs). All Subject Services under this Contract Offer must be provided under such ACNAs. Subject Services ordered or purchased under other ACNAs may not be transferred or converted for inclusion under this Contract Offer.

(C) Waiver of, or discount on, Termination Liability Charges: The Customer will receive waiver of, or discount on, otherwise applicable termination liability charges for Subject Services as provided herein.

(1) To receive a waiver of, or discount on, termination liability charges for Subject Services pursuant to this Contract Offer, the following conditions must be met:

(a) The Subject Service must have been replaced by Ethernet-based service[1] provided to the Customer by the Telephone Company at the same Qualified Cell Site, with Ethernet[1] bandwidth of no less than 5 Mbps per Customer cell site (Replacement Service); and
(b) No lapse in billing may have occurred between the termination of the Subject Service and the installation of the Replacement Service.

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[1] Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with specifically de-tariffed services are available at `www.att.com/guidebook`. (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.205 Contract Offer No. 205 – DS1 Service Offer (Cont'd)

22.205.4 Terms and Conditions (Cont'd)

(C) (Cont'd)

(2) Waiver or discount of termination charges will apply as follows:

(a) If the Customer terminates a Subject Service that has been in service, as of the time of termination, for six (6) months or more, no termination liability charges shall apply.

(b) If a terminated Subject Service has been in service for less than six (6) months, as of the time of termination, a discounted termination liability charge of eight hundred dollars ($800) shall apply.

(c) Termination liability waivers or discounts under this Contract Offer may be implemented by issuing credits to offset termination charges previously billed.

(D) Subject Services receiving termination liability waivers or discounts under this Contract Offer shall not receive a similar termination liability waiver or discount under any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement.

22.205.5 Assignment/Transfer

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

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

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

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.205 Contract Offer No. 205 – DS1 Service Offer (Cont'd)

22.205.5 Assignment/Transfer (Cont'd)

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.205.5 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.205.6 Mergers and Acquisitions

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

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (N)

22.206 Contract Offer No. 206 – Access Service Offer

22.206.1. General Description (N)

This Special Access Service Offer (Contract Offer No. 206) is an access discount pricing plan for which concurrent subscription is required to the following Access Tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, and The Southern New England Telephone Company (SNET) Tariff F.C.C. No. 39, together referred to as the "Concurrently Subscribed Contract Offers." Contract Offer No. 206 is available to any Customer with at least twenty-eight million dollars ($28,000,000) in cumulative annual recurring revenue for Contributory Services, as defined in Section 22.206.4, from purchases from the Telephone Company and the affiliated telephone companies providing services under the Concurrently Subscribed Contract Offers (the Qualified Companies). (Nx)

The Customer must meet the Eligibility Criteria set forth in Section 22.206.2, and also must comply with all Terms and Conditions of this Contract Offer. Contract Offer No. 206 requires the Customer to establish and comply with a Minimum Annual Revenue Commitment (MARC) for each year of the two (2) year Term Period, as defined in Section 22.206.6. The MARC shall include recurring revenue for all Contributory Services purchased from the Qualified Companies. (N)

Contributory Services include Subject Services, as described in Section 22.206.4(A), and Non-Subject Services, as described in Section 22.206.4(B). Non-Subject Services are not eligible for credits or other incentives provided under this Contract Offer. All Contributory Services must be purchased through the AT&T wholesale sales channel (AT&T Wholesale Services).

22.206.2. Eligibility Criteria

To be eligible to subscribe to this Contract Offer, the Customer may not purchase services pursuant to the Managed Value Plan (MVP) Offering in Section 19 or any other MARC- or volume-based contract offer or contract that includes Subject Services provided under this Contract Offer.

During the calendar year prior to the Customer's subscription to this Contract Offer, the Customer's billed recurring charges for Switched Access Dedicated Transport Services shall have been no greater than one hundred twenty five thousand dollars ($125,000). (N)

(x) Filed under the authority of Special Permission No. 11-016 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.206 Contract Offer No. 206 – Access Service Offer (Cont'd)

22.206.2. Eligibility Criteria (Cont'd)

As of the date of the Customer's subscription to this Contract Offer, the Customer must be purchasing OPT-E-MAN[1] Service from the Telephone Company in ten (10) or more MSAs. (N)

22.206.3. Concurrent Subscription (Nx)

In addition to this Contract Offer, the Customer must subscribe to the following Concurrently Subscribed Contract Offers:

(A) SWBT Tariff F.C.C No. 73, Section 41, Contract Offer No. 177;

(B) PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 158; and

(C) SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 53. (Nx)

22.206.4. Contributory Services (N)

The MARC shall include revenue from all Contributory Services purchased from the Qualified Companies, under both this Contract Offer and the concurrently subscribed Contract Offers listed in this Section 22.206.3.

Subject Services and Non-Subject Services shall together be known as "Contributory Services." Recurring revenues for all Contributory Services shall be included for the purposes of determining the amount of the MARC and the Customer's satisfaction of the MARC.

(A) Subject Services.

(1) Subject Services are pricing-flexibility qualified access services (Subject Services) contained in the following tariff sections, as listed in Table 1, below:

---

[1] Opt-E-MAN Service is now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms, and conditions associated with de-tariffed services are available at www.att.com/guidebook. (N)

(x) Filed under the authority of Special Permission No. 11-016 of the F.C.C.

(This page filed under Transmittal No. 1754)

Issued: November 29, 2011 Effective: November 30, 2011

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.206 Contract Offer No. 206 – Access Service Offer (Cont'd)

22.206.4. Contributory Services (Cont'd)

(A) Subject Services. (Cont'd)

(1) (Cont'd)

Table 1- Subject Services

Service	Tariff Section	Rates & Charges Phase I	Rates & Charges Phase II
Special Access DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7
Special Access Metallic Service	7.2.1	7.5.15	21.5.2.1
Special Access Telegraph Grade Service	7.2.2 (A)	7.5.15	21.5.2.2
Special Access Voice Grade Service	7.2.3 (A)	7.5.15	21.5.2.3
Switched Access Dedicated Transport Services	6.9.1		

(2) Subject Services under this Contract Offer must be located in the Pricing Flexibility MSAs listed in Ameritech Tariff F.C.C. No. 2, Section 21, and in the MSAs in Table 2, below.

Table 2- Metropolitan Statistical Area ("MSA")

MSA	State
Fort Wayne	IN
Youngstown-Warren	OH
St. Louis	IL
Davenport/Rock Island/Moline	IL

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.206 Contract Offer No. 206 – Access Service Offer (Cont'd)

22.206.4. Contributory Services (Cont'd)

(A) Subject Services. (Cont'd)

(3) If the Telephone Company is granted pricing flexibility relief in additional MSAs, any services which are listed among the Subject Services in Table 1 and which the Telephone Company provides to the Customer in those additional MSAs, may, at the Customer's option, be included as Subject Services in this Contract Offer, beginning with the first year after the Telephone Company is granted the pricing flexibility in those additional MSAs, provided, however, that the MARC will be increased to reflect the recurring revenues associated with the additional Subject Services, based on the amount of such additional recurring revenues during the three (3) months prior to the inclusion of the additional Subject Services, times four (4).

(B) Non-Subject Services.

(1) All recurring revenue from Non-Subject Services shall be included in the MARC, but shall not otherwise be subject to the rates, or Terms and Conditions of this Contract Offer. Non-Subject Services are listed in Table 3, below.

Table 3 - Non-Subject Services

Intrastate Special Access	Equivalent VG, DS0, DS1, DS3,Services

(2) If the Telephone Company introduces a new Special Access or Switched Access service, or an enhancement to an existing Special Access or Switched Access service, then such services shall be automatically included as Non-Subject Services, and the Customer's purchases of such new or enhanced Non-Subject Services shall be included in the calculation of the MARC, subject to the Terms and Conditions set forth in this Contract Offer.

22.206.5. Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) is two (2) years, commencing on December 30, 2011. The Anniversary Date shall be the same date in the following year. Contract Offer No. 206 is not renewable. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.206 Contract Offer No. 206 – Access Service Offer (Cont'd)

22.206.5. Terms and Conditions (Cont'd)

(B) Other Terms and Conditions.

(1) Except as expressly provided to the contrary in this Contract Offer, Subject Services are subject to the rates, charges, and general terms and conditions in other sections of Ameritech Tariff F.C.C. Tariff No. 2, including, but not limited to, those set forth in Sections 2-General Regulations, Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(2) Contract Offer No.206 is available for subscription only from November 30, 2011 to December 30, 2011.

(3) To subscribe to this Contract Offer, the Customer must submit a signed Letter of Subscription (LOS) to the Telephone Company. The LOS shall identify all Customer ACNAs in effect at the time of subscription under which the Customer may order and purchase Contributory Services or Subject Services pursuant to this Contract Offer. Any services ordered or purchased under ACNAs not identified in the LOS may not be included in or transferred to this Contract Offer.

(4) The Customer shall not purchase Subject Services in this Contract Offer pursuant to any future contract offer or other agreement, unless the future contract offer or other agreement expressly permits the inclusion of such Subject Services.

(5) Commingling, as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6 of subject services under this contract offer is prohibited. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.206 Contract Offer No. 206 – Access Service Offer (Cont'd)

22.206.5. Terms and Conditions (Cont'd)

(B) Other Terms and Conditions. (Cont'd)

(6) The Customer must pay billed charges in full throughout the Term Period, excluding amounts properly disputed. Disputed amounts will not be counted toward the Customer's satisfaction of the MARC. The Telephone Company will exhaust its remedies under Ameritech Tariff F.C.C. No. 2, Section 2.4.1 before exercising any remedy under this Section to resolve disputed amounts. The Telephone Company will provide the Customer written notice (via registered letter) of non-compliance. The Customer will have thirty (30) days from receipt of the written notice to comply, which may be extended by mutual agreement of the Parties to allow the Parties to attempt to resolve any disputes. During this thirty (30) day period, or a period to be mutually agreed upon by the Parties, the Parties will cooperate in good faith to attempt to resolve any pending disputes. If, following that period, the Parties have exhausted attempts to resolve any pending disputes, or the Parties have resolved disputes and the Customer does not comply with written notice of non-compliance, the Telephone Company shall have the right to terminate this Contract Offer No. 206. In the event of termination by the Telephone Company, termination liability charges, as set forth in Section 22.206.11 will apply. Credits owed to the Customer pursuant to this Contract Offer will not be issued until the Customer has paid all billed charges (excluding disputes). Any disputed billing amounts that have been resolved in favor of the Telephone Company are due and payable as described in Ameritech Tariff F.C.C. No. 2, Section 2.4.

(7) The Customer will continue to receive the benefit of rate stability, if any, for any existing Subject Services currently under a term payment plan with the Telephone Company, as provided for in the applicable tariff section from which the Subject Services were purchased. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.206 Contract Offer No. 206 – Access Service Offer (Cont'd)

22.206.6. Minimum Annual Revenue Commitment (MARC)

This Contract Offer requires the Customer to establish and comply with a Minimum Annual Revenue Commitment (MARC) for each year of the Term Period, as defined in this Section 22.206.6. The MARC shall be based on billed annual recurring revenue, net of any applicable discounts or credits and any other applicable credits or adjustments issued as of the time of the applicable Annual True-up Process for, in the aggregate, Contributory Services as set forth in Section 22.206.4 of this Contract Offer No.206, and the "Contributory Services" as set forth in the other Concurrently Subscribed Contract Offers (such charges collectively referred to as "MARC-Eligible Charges"), provided, however, that any credits issued pursuant to the Concurrently Subscribed Contract Offers shall not be included in determining MARC-Eligible Charges.

(A) Establishing the MARC

(1) The Customer's MARC for the first year of the Term Period shall be twenty-eight million seven hundred fifty-nine thousand dollars ($28,759,000), or four (4) times the Customer's MARC-Eligible Charges for the most recent three (3) months prior to the beginning of the Term Period, rounded to the nearest thousand dollars ($1,000), whichever is greater.

(2) The MARC for the second year of the Term Period will be equal to the Customer's MARC-Eligible Charges during the last three (3) months of the first year of the Term Period, multiplied by four (4), or the first-year MARC, rounded to the nearest thousand dollars ($1,000), whichever is greater.

Example: Assume that the Term Period begins on January 1, 2012, and the first-year MARC is $28,759,000. If the Customer's MARC-Eligible Charges from October 1, 2012 through December 31, 2012 are $6,000,000, the MARC for the second year of the Term Period will be $28,759,000.($6,000,000 times four equals $24,000,000. Because $24,000,000 is less than $28,759,000, the second-year MARC will be equal to the first-year MARC of $28,759,000.

(B) Failure to Achieve the MARC

(1) Quarterly Review. The Customer and the Telephone Company shall exchange information quarterly, and shall meet quarterly, if necessary, to review the Customer's progress toward achieving the MARC for the term years. The Customer and the Telephone Company will meet in the ninth month of each year of the Term Period to discuss and address, if necessary, compliance with the Terms and Conditions of the Contract Offer

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prior to the Anniversary Date.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.206 Contract Offer No. 206 – Access Service Offer (Cont'd)

22.206.6. Minimum Annual Revenue Commitment (MARC) (Con't)

(B) Failure to Achieve the MARC (Cont'd)

(1) Annual True-up Process. Following the completion of each year of the Term Period, the Telephone Company will review the Customer's MARC-Eligible Charges to determine whether the Customer has complied with the MARC. If the Customer fails to comply with the MARC for any year during the Term Period, determined as of the Anniversary Date, the Telephone Company will bill and Customer will pay an amount equal to the difference between the MARC and the Customer's actual billed recurring revenue for Contributory Services (Annual True-Up Amount). The True-up calculation will be performed as follows:

MARC – MARC-Eligible Revenue = Annual True-Up Amount

The Customer must pay any Annual True-Up Amount within thirty (30) days after receipt of an invoice from the Telephone Company.

(C) Credit Schedule and Application

Following each Anniversary Date, if the Customer has complied with the MARC and is otherwise in compliance with this Contract Offer, the Customer shall be eligible to receive an annual credit of seven and one-half percent (7.5%) of the portion of MARC-Eligible Charges attributable to Subject Services (only), up to a maximum of $2,250,000 for each year of the Term Period. Credits will be applied to the Customer's bill no later than ninety (90) days after each Anniversary Date.

Example:
If the MARC is 28,759,000.00, and the Customer's MARC-Eligible Charges for that year are 29,000,000, the Customer will be eligible to receive a credit of $29,000,000 x 7.5% = $2,175,000.

22.206.7 Non-Recurring Charges

(A) Conversion of Unbundled Network Elements and Upgrades of Existing Special Access Services.

The Telephone Company will waive applicable installation non-recurring charges (NRCs) associated with the conversion of Unbundled Network Elements (UNEs) or upgrades of existing special access services to Subject Services purchased pursuant to this Contract Offer, except for Access Order charges. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.206 Contract Offer No. 206 – Access Service Offer (Cont'd)

22.206.7 Non-Recurring Charges (Cont'd)

(A) New Subject Services.

The Telephone Company will waive applicable installation NRCs for new Subject Services purchased pursuant to this Contract offer, except for Access Order Charges.

In the event that the installation NRCs are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis. The Customer must pay all other applicable NRCs, including, but not limited to, rearrangement charges, special construction charges, access order charges, cancellation charges and Access Order Modification charges, as described in Ameritech Tariff F.C.C. No. 2, Section 5.2.2 for Subject Services pursuant to this Contract Offer.

22. 206.8 Termination Liability Waiver

The Telephone Company will waive termination liability charges for moves and/or disconnection of Subject Services, as provided in this Section 22.206.8. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis. For the Customer to receive credits, or a waiver of termination liability charges for such moves and/or disconnects, the following conditions must be met:

(A) The Customer must be in compliance with all Terms and Conditions of this Contract Offer;

(B) The Customer shall be permitted to move and/or disconnect Subject Services from any of the Concurrently Subscribed Contract Offers described in Section 22.206.3;

(C) DS1 Subject Services must have been in service for a minimum of one(1) month from the original installation date; and

(D) DS3 Subject Services must have been in service for a minimum of one (1) year from the original installation date. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.206 Contract Offer No. 206 – Access Service Offer (Cont'd)

22.206.9. Mergers and Acquisitions involving the Customer.

The Terms and Conditions of this Contract Offer shall continue in full force and in effect notwithstanding any merger or acquisition affecting the Customer or the Telephone Company. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, Terms and Conditions, as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

22.206.10. Assignment/Transfer

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.206 Contract Offer No. 206 – Access Service Offer (Cont'd)

22.206.10. Assignment/Transfer (Cont'd)

(A) If the information required to review the assignee's or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.206.10 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.206.11. Termination Liability

(A) Termination Liability Charges

If this Contract Offer is terminated either (i) by Customer for any reason other than a material default by the Telephone Company, or (ii) by the Telephone Company due to Customer's material breach of this Contract Offer (including, without limitation, Customer's failure to remit any Annual True-up payment as provided in Section 22.206.6 of this Contract Offer), the Customer must pay the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. If the Customer fails to meet any of the eligibility criteria in Section 22.206.2 or fails to comply with any of the Terms and Conditions of this Contract Offer, the Telephone Company shall provide the Customer with written notification of such non-compliance, and the Customer will have sixty (60) days to comply. If the Customer does not comply within such time period, the Customer will be deemed to have terminated its participation in Contract Offer No. 206 , and termination liability charges will apply, as stated below, and will be payable pursuant to Ameritech Tariff F.C.C. No. 2, Section 2.4. The termination liability charge shall be equal to the following:

(1) One-hundred percent (100%) of all credits and/or waivers of NRCs or termination liability charges provided under this Contract Offer six (6) months immediately prior to the date of termination, plus

(2) Thirty-five percent (35%) of the MARC for the remainder of the Term Period, which amount will be pro-rated for any partial years remaining in the Term Period.

(B) This Section 22.206.11 sets forth the sole and exclusive remedies for termination of this Contract Offer No.206, except for charges due and payable for Contributory Services rendered prior to the date of termination, and any NRCs and/or termination liability charges that may become due and payable in accordance with Sections 22.206.7 and 22.206.11. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.206 Contract Offer No. 206 – Access Service Offer (Cont'd)

22.206.12. New Special Access Service Offerings.

If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Services provided under this Contract Offer, the Customer will be permitted to enter into a new contract offer, or other contract or tariff arrangement, to purchase the new service offerings from the Telephone Company in substitution for the Subject Services provided under this Contract Offer, without incurring termination liability under this Contract Offer, provided, however, that the Customer's Contract Offer, or other contract or tariff governing the new service offerings, must include a term period and revenue. (N)

22. Pricing Flexibility Contract Offering

22.207 Reserved for Future Use (T)

Material previously appearing on this page now appears on 4th Revised Page 23-2.

22. Pricing Flexibility Contract Offering (Cont'd)

22.207 Reserved for Future Use (Cont'd) (T)

Material previously appearing on this page now appears on 6th Revised Page 23-3.

22. Pricing Flexibility Contract Offering (Cont'd)

22.207 Reserved for Future Use (Cont'd) (T)

Material previously appearing on this page now appears on 3rd Revised Page 23-3.1.

22. Pricing Flexibility Contract Offering (Cont'd)

22.207 Reserved for Future Use (Cont'd) (T)

Material previously appearing on this page now appears on 4th Revised Page 23-4.

22. Pricing Flexibility Contract Offering (Cont'd)

22.207 Reserved for Future Use (Cont'd) (T)

Material previously appearing on this page now appears on 4th Revised Page 23-5.

22. Pricing Flexibility Contract Offering (Cont'd)

22.207 Reserved for Future Use (Cont'd) (T)

Material previously appearing on this page now appears on 3rd Revised Page 23-6.

22. Pricing Flexibility Contract Offering (Cont'd)

22.207 Reserved for Future Use (Cont'd) (T)

Material previously appearing on this page now appears on 4th Revised Page 23-7.

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22. Pricing Flexibility Contract Offering (Cont'd)

22.207 Reserved for Future Use (Cont'd) (T)

Material previously appearing on this page now appears on 4th Revised Page 23-8.

22. Pricing Flexibility Contract Offering (Cont'd)

22.207 Reserved for Future Use (Cont'd) (T)

Material previously appearing on this page now appears on 4th Revised Page 23-9.

22. Pricing Flexibility Contract Offering (Cont'd)

22.207 Reserved for Future Use (Cont'd) (T)

Material previously appearing on this page now appears on 5th Revised Page 23-10.

22. Pricing Flexibility Contract Offering (Cont'd)

22.207 Reserved for Future Use (Cont'd) (T)

Material previously appearing on this page now appears on 5th Revised Page 23-11.

22. Pricing Flexibility Contract Offering (Cont'd)

22.207 Reserved for Future Use (Cont'd) (T)

Material previously appearing on this page now appears on 3rd Revised Page 23-12.

22. Pricing Flexibility Contract Offering – (Cont'd) (N)

22.208 Contract Offer No. 208 – DS1/DS3 Service Offer

22.208.1 General Description

DS1/DS3 Service Offer (Contract Offer No. 208) is an access services plan that permits Customers who meet the Eligibility Criteria in Section 22.208.3, and the Terms and Conditions in Section 22.208.4, to disconnect Subject Services, as defined in Section 22.208.2, without incurring termination liability charges. This Contract Offer is available for subscription from April 7, 2012 through May 7, 2012. This Contract Offer is not renewable.

22.208.2 Subject Services

(A) Contract Offer No. 208 applies to the following pricing flexibility qualified access services (contained in the following tariff sections (Subject Services):

(1) Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Sections 6, 7 and 21 – DS1 and DS3 High Capacity Service.

(B) Subject Services must be located in the Pricing Flexibility MSAs for which the Telephone Company has been granted pricing flexibility relief, as listed in Ameritech Tariff F.C.C. No. 2, Section 21, and those listed in Table A. During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs, the Customer may, at its option, include Subject Services in those MSAs in this Contract Offer.

Table A

MSA
Fort Wayne, IN
St. Louis, IL
Davenport/Rock Island/Moline, IL

(C) All terms and conditions for Subject Services are governed by their respective tariff sections, except as provided in this Contract Offer. (N)

(This page filed under Transmittal No. 1761)

ACCESS SERVICE

22. Pricing Flexibility Contract Offering – (Cont'd) (N)

22.208 Contract Offer No. 208 – DS1/DS3 Service Offer (Cont'd)

22.208.3 Eligibility Criteria

The following eligibility criteria must be met to subscribe to this Contract Offer No. 208 discounted rates:

(A) The Customer must be purchasing, as of the Subscription Date, no fewer than nine thousand (9,000) and no more than eleven thousand (11,000) DS1 special access circuits from the Telephone Company that terminate at Qualified Cell Sites.

(B) The Customer must be purchasing, as of the Subscription Date, no fewer than five hundred and twenty (520) and no more than six hundred and forty (640) DS3 special access circuits from the Telephone Company that terminate at Qualified Cell Sites.

22.208.4 Terms and Conditions

(A) Term Period. The term of this Contract Offer (Term Period) shall be eighty-four (84) months, beginning on the date a signed Letter of Subscription (LOS) is received from the Customer by the Telephone Company (the Subscription Date).

(B) To subscribe to this Contract Offer, the Customer must submit a signed Letter of Subscription (LOS) to the Telephone Company. The Customer must provide, at the time of subscription, all Access Customer Name Abbreviations (ACNAs) that the Customer designates for inclusion in this Contract Offer (Eligible ACNAs). Services ordered or purchased under other ACNAs may not be transferred to, or converted for inclusion under, this Contract Offer.

(C) Subject Services receiving termination liability waivers under this Contract Offer shall not receive a similar termination liability waiver under any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement, unless expressly permitted by such other pricing flexibility contract offer or other arrangement.

(D) Customer may not be subscribed to any volume or revenue plans under the Ameritech Tariff F.C.C. No. 2.

(E) Commingling (as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6) of Subject Services provided pursuant to this Contract Offer No. 208 is prohibited.

(F) All traffic carried over Subject Services must originate or terminate at Mobile Switching Centers (MSCs) operated by, or on behalf of, the Customer. (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offering – (Cont'd) (N)

22.208 Contract Offer No. 208 – DS1/DS3 Service Offer (Cont'd)

22.208.4 Terms and Conditions (Cont'd)

(G) The Customer may disconnect Subject Services without termination liability charges, provided that the conditions set forth below have been met. If such termination liability charges are billed, the Telephone Company will issue credits to offset those charges.

(1) The Subject Service must have been in service for at least twelve (12) months prior to termination.

(2) The Subject Service must have been replaced by Ethernet-based service[1] provided to the Customer by the Telephone Company at the same Qualified Cell Site (Replacement Service).

(3) No lapse in billing may have occurred between the termination of the Subject Service and the installation of the Replacement Service.

(4) Replacement Services must have a minimum Committed Information Rate (CIR) of 50 Mbps at each affected Qualified Cell Site.

(5) Any DS3 Subject Service may be terminated only if all DS1 Subject Services riding on the DS3 Subject Service have also been terminated in the manner permitted by this Section 22.208.4(G).

(6) The Customer must include the Contract Number (CNUM) associated with this Contract Offer on all disconnect orders for replaced Subject Services.

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[1] Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with specifically de-tariffed services are available at www.att.com/guidebook (N)

22. Pricing Flexibility Contract Offering – (Cont'd) (N)

22.208 Contract Offer No. 208 – DS1/DS3 Service Offer (Cont'd)

22.208.5 Assignment/Transfer

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.208.5 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.208.6 Mergers and Acquisitions

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

ACCESS SERVICE

22. Pricing Flexibility Contract Offering (N)

22.209 Contract Offer No. 209 – DS1 Service Offer

22.209.1 General Description

This DS1 Service Offer (Contract Offer No. 209) is an access services plan that permits Customers who meet the Eligibility Criteria in Section 22.209.3, and the Terms and Conditions in Section 22.209.4, to disconnect Subject Services, as defined in Section 22.209.2, without incurring termination liability charges. This Contract Offer is available for subscription from July 26, 2012 through August 26, 2012. This Contract Offer is not renewable.

22.209.2 Subject Services

(A) Contract Offer No. 209 applies to the following pricing flexibility qualified access services (contained in the following tariff sections (Subject Services):

(1) Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Sections 7 and 21 – DS1 High Capacity Service.

(B) Subject Services must be located in the Pricing Flexibility MSAs for which the Telephone Company has been granted pricing flexibility relief, as listed in Ameritech Tariff F.C.C. No. 2, Section 21, and those listed in Table A, below. During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs, the Customer may, at its option, include Subject Services in those MSAs in this Contract Offer.

Table A-

MSA	
Fort Wayne	IN
Youngstown-Warren	OH
St. Louis	IL
Davenport/Rock Island/Moline	IL
Non-MSA	IN
Non-MSA	WI

(C)All terms and conditions for Subject Services are governed by their respective tariff sections, except as provided in this Contract Offer.

22.209.3 Eligibility Criteria

The following eligibility criteria must be met to subscribe to this Contract Offer No. 209:

(A) The Customer must be purchasing, as of the Subscription Date, no fewer than one thousand (1000) and no more than one thousand three hundred (1300) DS1 special access circuits from the Telephone Company that terminate at Qualified Cell Sites. (N)

(This page filed under Transmittal No. 1770)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.209 Contract Offer No. 209 – DS1 Service Offer (Cont'd)

22.209.4 Terms and Conditions

(A) Term Period. The term of this Contract Offer (Term Period) shall be eighty-four (84) months, beginning on the date a signed Letter of Subscription (LOS) is received from the Customer by the Telephone Company (the Subscription Date).

(B) To subscribe to this Contract Offer, the Customer must submit a signed Letter of Subscription (LOS) to the Telephone Company. The Customer must provide, at the time of subscription, all Access Customer Name Abbreviations (ACNAs) that the Customer designates for inclusion in this Contract Offer (Eligible ACNAs). Services ordered or purchased under other ACNAs may not be transferred to, or converted for inclusion under, this Contract Offer.

(C) Subject Services eligible for termination liability waivers under this Contract Tariff shall not be eligible for similar termination liability waivers under any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement.

(D) Commingling (as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6) of Subject Services provided pursuant to this Contract Offer No. 209 is prohibited.

(E) All traffic carried over Subject Services must originate or terminate at Mobile Switching Centers (MSCs) operated by, or on behalf of, the Customer.

(F) The Customer may disconnect any Subject Service without termination liability charges, provided that the conditions set forth below are met. If such termination liability charges are billed, the Telephone Company will issue credits to offset those charges.

(1) The Subject Service must have been in service for at least twelve (12) months prior to termination.
(2) The Subject Service must have been replaced by Ethernet-based service[1] provided to the Customer by the Telephone Company at the same Qualified Cell Site (Replacement Service).
(3) No lapse in billing may have occurred between the termination of the Subject Service and the installation of the Replacement Service.
(4) Replacement Services must have a minimum Committed Information Rate ("CIR") of 10 Mbps at each affected Qualified Cell Site.
(5) The Customer must include the Contract Number associated with this Contract Offer on all disconnect orders for replaced Subject Services.

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[1] Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with specifically de-tariffed services are available at www.att.com/guidebook. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.209 Contract Offer No. 209 – DS1 Service Offer (Cont'd)

22.209.5 Assignment/Transfer

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.209.5 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.209.6 Mergers and Acquisitions

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

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (N)

22.210 Contract Offer No. 210 - DS1, DS3 Special Access Service Offer

22.210.1 General Description

This DS1, DS3 Service Offer (Contract Offer No. 210) is an access discount pricing plan which requires the Customer to satisfy a Minimum Annual Revenue Commitment (MARC), as described in Section 22.210.5 herein. The MARC will include recurring revenues, in the aggregate, from all Subject Services and Non-Subject Services purchased from the Telephone Company. Subject Services and Non-Subject Services, as defined in Section 22.210.2, may be referred to as "Contributory Services."

Contract Offer No. 210 will be available for subscription only from October 17, 2012 through November 17, 2012.

22.210.2 Contributory Services

The MARC shall include revenue from all Contributory Services purchased from the Telephone Company. Subject Services and Non-Subject Services together will be referred to as "Contributory Services." Recurring revenues for all Contributory Services shall be included for the purposes of determining the amount of the MARC and the Customer's satisfaction of the MARC.

(A) Subject Services are pricing flexibility-qualified interstate special access services listed in Table A, below. Subject Services are subject to all rates, terms and conditions of this Contract Offer.

Table A – Subject Services

Category	Subject Services
Interstate Special Access	1.544 Mbps High Capacity Service (DS1) and 44.736 Mbps High Capacity Service (DS3) Ameritech Tariff 2 Section 7.2.9

(1) Subject Services must be located in the Pricing Flexibility MSAs for which the Telephone Company has been granted pricing flexibility relief, as listed in Table B, below. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.210 Contract Offer No. 210 - DS1, DS3 Special Access Service Offer (Cont'd)

22.210.2 Contributory Services (Cont'd)

Table B

STATE	MSA
IL	Champaign/Urbana
IL	Chicago
IL	Davenport/Rock Island/Moline
IL	Decatur
IL	Peoria/Pekin
IL	Rockford
IL	Springfield
IL	St. Louis
IN	Anderson
IN	Bloomington
IN	Evansville/Henderson
IN	Fort Wayne
IN	Indianapolis
IN	Kokomo
IN	Louisville
IN	Muncie
IN	South Bend
MI	Battle Creek
MI	Detroit/Ann Arbor
MI	Flint
MI	Grand Rapids
MI	Jackson
MI	Kalamazoo
MI	Lansing
MI	Saginaw-Bay City-Midland
OH	Akron
OH	Cleveland/Lorain/Elyria
OH	Cincinnati
OH	Columbus
OH	Dayton
OH	Hamilton-Middletown
OH	Toledo
OH	Youngstown-Warren
WI	Appleton/Oshkosh/Neenah
WI	Eau Claire
WI	Green Bay
WI	Janesville
WI	Kenosha
WI	Madison
WI	Milwaukee/Waukesha
WI	Racine
WI	Sheboygan

(N)

(This page filed under Transmittal No. 1776)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.210 Contract Offer No. 210 - DS1, DS3 Special Access Service Offer (Cont'd)

22.210.2 Contributory Services (Cont'd)

(2) All terms and conditions for Subject Services are governed by their respective tariff sections, except as provided in this Contract Offer.

(B) Non-Subject Services are listed in Table C, below. Non-Subject Services are included in calculations associated with the MARC, but are not otherwise subject to the rates, terms and conditions of this Contract Offer.

Table C – Non-Subject Services

Category	Non-Subject Services
Interstate Special Access Services provided by the Telephone Company but not located in Pricing Flexibility Metropolitan Statistical Areas (MSAs), and any rate elements located in Pricing Flexibility MSAs but not subject to pricing flexibility relief.	DS1, DS3
Broadband Interstate Special Access	Optical Carrier Network Point-to-Point (OCN PTP), Dedicated SONET Ring Service (DSRS), GigaMAN,® DecaMAN,® Opt-E-MAN® Services and AT&T Switched Ethernet Services[1]
Intrastate Special Access	Intrastate services equivalent to the interstate services listed above as Subject Services

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[1] OCN PTP, DSRS, GigaMAN,® DecaMAN,® Opt-E-MAN® and AT&T Switched Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.210 Contract Offer No. 210 - DS1, DS3 Special Access Service Offer (Cont'd)

22.210.3 Eligibility Criteria

The Customer must meet the following eligibility criteria to subscribe to this Contract Offer:

(A) As of the time the Customer subscribes to this Contract Offer, the Customer must be purchasing from the Telephone Company no fewer than seven hundred fifty (750) DS1 special access circuits and no more than one thousand (1,000) DS1 special access circuits from the Telephone Company.

(B) As of the time the Customer subscribes to this Contract Offer, the Customer must be purchasing from the Telephone Company no fewer than one hundred eighty (180) DS3 special access circuits and no more than two hundred fifty (250) DS3 special access circuits from the Telephone Company.

(C) As of the time the Customer subscribes to this Contract Offer, the Customer must not be purchasing special access service under any volume or revenue commitment plans in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2.

(D) Within one year prior to the date on which the Customer subscribes to this Contract Offer, the Customer must have converted no fewer than five hundred (500) DS1 and/or DS3 unbundled local loops purchased from the Telephone Company to special access.

22.210.4 Terms and Conditions

(A) Term Period. The term of this Contract Offer (Term Period) shall be sixty (60) months, beginning on the date a signed Letter of Subscription (LOS) is received from the Customer by the Telephone Company (the Subscription Date).

(B) The Customer must order Subject Services pursuant to an Optional Payment Plan (OPP), as provided in Ameritech Tariff F.C.C. No. 2, Section 7, and shall continue to purchase all Subject Services under an OPP throughout the Term Period. Subject Services will be governed by the rates, terms and conditions of the OPP during the Term Period, except as provided to the contrary in this Contract Offer. Upon the expiration of the Term Period or termination of this Contract Offer, each Subject Service will be governed by the rates, terms and conditions of the applicable OPP for the remainder of its OPP term. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.210 Contract Offer No. 210 - DS1, DS3 Special Access Service Offer (Cont'd)

22.210.4 Terms and Conditions (Cont'd)

(C) For any Subject Service that was being purchased by the Customer prior to the Subscription Date, the OPP term for each Subject Service shall begin on the date of the Customer's subscription to this Contract Offer. For any Subject Service ordered during the Term Period, the OPP term shall begin when the Subject Service is placed in service.

(D) The Customer may purchase no more than two thousand eight hundred (2,800) DS1 Subject Services and no more than eight hundred (800) DS3 Subject Services under this Contract Offer.

(E) To subscribe to this Contract Offer, the Customer must submit a signed Letter of Subscription (LOS) to the Telephone Company. The Customer must provide, at the time of subscription, all Access Customer Name Abbreviations (ACNAs) that the Customer designates for inclusion in this Contract Offer (Eligible ACNAs). Services ordered or purchased under other ACNAs may not be transferred to, or converted for inclusion under, this Contract Offer.

(F) Subject Services eligible for Portability Incentive Credits, as described in Section 22.210.6 of this Contract Offer, shall not be subject to similar termination liability waivers under any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement, unless expressly permitted by such other pricing flexibility contract offer, promotional offering, discount plan or other arrangement.

(G) Contributory Services under this Contract Offer No. 210 may not be purchased pursuant to any pricing flexibility contract offer, broadband services agreement, or other individually negotiated tariff or agreement (referred to as "Other Commitment Agreement") that includes any revenue commitment, unless the Other Commitment Agreement expressly refers to this Contract Offer and expressly permits the Customer to purchase such services subject to both this Contract Offer and the Other Commitment Agreement. The word "purchase," as used in the foregoing sentence refers to the Customer obtaining or using any service in exchange for compensation, regardless of when the service was ordered or installed.

(H) Commingling (as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6) of Subject Services provided pursuant to this Contract Offer No. 210 is prohibited. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.210 Contract Offer No. 210 - DS1, DS3 Special Access Service Offer (Cont'd)

22.210.5 Minimum Annual Revenue Commitment (MARC)

This Contract Offer requires the Customer to satisfy a Minimum Annual Revenue Commitment (MARC) throughout the Term Period. Each period of three hundred sixty-five (365) days during the Term Period shall be known as a "Term Year" and shall begin on the Subscription Date. Revenue contributing to the MARC shall consist of gross billed recurring revenue, after application of any discounts or credits applicable to those recurring revenues and any adjustments for overbilling, under-billing and billing dispute settlements, with respect to Contributory Services ("MARC Revenue"). As clarification, but not to modify the foregoing sentence, non-recurring charges shall not be included in MARC Revenue.

(A) Minimum Annual Revenue Commitment

For the first Term Year, the Customer's MARC shall be the greater of: (i) four million dollars ($4,000,000) or (ii) four (4) times the Customer's revenue for those services that comprise Contributory Services under this Contract Offer, for the most recent three (3) full months prior to the Subscription Date, times eighty-two percent (82%), rounded up to the nearest thousand dollars ($1,000). For subsequent Term Years, the Customer's MARC shall be equal to the greater of: (i) four (4) times the Customer's MARC Revenue for the last three (3) full months of the immediate prior Term Year, or (ii) the MARC applicable during the immediate prior Term Year.

(B) Annual True-Up

The Telephone Company shall determine the Customer's total MARC Revenue as of the end of each Term Year. If, for any Term Year, the Customer's MARC Revenue is less than the MARC applicable during that Term Year, the Telephone Company will notify the Customer, and the Customer will be required to make a "True-Up Payment" equal to the difference between the Customer's MARC Revenue and the MARC for the relevant Term Year. The True-Up Payment will be due ninety (90) days after the Telephone Company provides notice of the amount of the True-Up Payment to the Customer. The True-Up Payment will be calculated as follows:

Annual MARC - MARC Revenue = Amount of True-Up Payment (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.210 Contract Offer No. 210 - DS1, DS3 Special Access Service Offer (Cont'd)

22.210.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(C) Failure to Achieve the MARC

If, for any Term Year, the Customer fails to satisfy the MARC, the Customer shall pay a True-Up Payment as provided in Section 22.210.5 (B), above. If the Customer fails to make an Annual True-Up payment to the Telephone Company when due, the Customer shall be deemed to have terminated this Contract Offer and termination charges will apply, as set forth in Section 22.210.10, herein.

22.210.6 Portability Incentive Credits

The Telephone Company will issue credits to the Customer to offset otherwise applicable termination liability charges (Portability Incentive Credits) for moves and/or disconnects of Subject Services, provided that the Customer satisfies the conditions set forth below.

(A) The Customer must be in compliance with all Terms and Conditions of this Contract Offer;

(B) DS1 Subject Services must have been in service for a minimum of twelve (12) months to be eligible for portability;

(C) DS3 Subject Services must have been in service for a minimum of twenty four (24) months to be eligible for portability; and

(D) For each six (6) month period of the Term Period, beginning with the first six (6) months following the date of the Customer's subscription to this Contract Offer, the number of DS1 Subject Services and DS3 Subject Services that have been added must be equal to or greater than the number of such Subject Services that have been disconnected. To apply this criterion, the Telephone Company will compare the total number of "add" orders separately for each bandwidth (i.e., DS1 and DS3) to the total number of "disconnect" orders for each bandwidth during the six (6) months prior to the date of the review. The Customer will qualify for Portability Incentive Credits for each six (6) month period only if and to the extent the number of "add" orders is at least equal to the number of "disconnect" orders for each bandwidth during that six (6) month period. Any applicable Portability Incentive Credits will be issued within ninety (90) days after the end of the relevant six (6) month period. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.210 Contract Offer No. 210 - DS1, DS3 Special Access Service Offer (Cont'd)

22.210.7 Rates

The Customer will initially be billed the otherwise applicable Monthly Recurring Charges (MRCs) according to the Optional Payment Plan (OPP) applicable to each Subject Service. The Customer will then be credited in an amount equal to five percent (5%) off the applicable OPP rates for the rate elements listed in Tables D and E, below. Credits will be applied monthly, in arrears. Taxes, if applicable, will be charged on the OPP rates, but will not be included in the credits applied to the Customer's bill.

TABLE D - DS1 Subject Service

Special Access Service-DS1 Service - Illinois, Indiana, Michigan, Ohio and Wisconsin MSAs	USOC
Local Distribution Channel - Per Point of Termination Terminating Bit Rate 1.544 Mbps-Zone 1	TZ4X1
Local Distribution Channel - Per Point of Termination Terminating Bit Rate 1.544 Mbps-Zone 2	TZ4X2
Local Distribution Channel - Per Point of Termination Terminating Bit Rate 1.544 Mbps-Zone 3	TZ4X3
Local Distribution Channel - Per Point of Termination Terminating Bit Rate 1.544 Mbps-Zone 4	TZ4X4
Local Distribution Channel - Per Point of Termination Terminating Bit Rate 1.544 Mbps-Zone 5	TZ4X5
Channel Mileage Termination-per point of termination 1.544 Mbps - Zone 1	CZ4X1
Channel Mileage Termination-per point of termination 1.544 Mbps - Zone 2	CZ4X2
Channel Mileage Termination-per point of termination 1.544 Mbps - Zone 3	CZ4X3
Channel Mileage Termination-per point of termination 1.544 Mbps - Zone 4	CZ4X4
Channel Mileage Termination-per point of termination 1.544 Mbps - Zone 5	CZ4X5
Channel Mileage - Per Mile 1.544 Mbps - Zone 1	1YZX1
Channel Mileage - Per Mile 1.544 Mbps - Zone 2	1YZX2
Channel Mileage - Per Mile 1.544 Mbps - Zone 3	1YZX3
Channel Mileage - Per Mile 1.544 Mbps - Zone 4	1YZX4
Channel Mileage - Per Mile 1.544 Mbps - Zone 5	1YZX5

(N)

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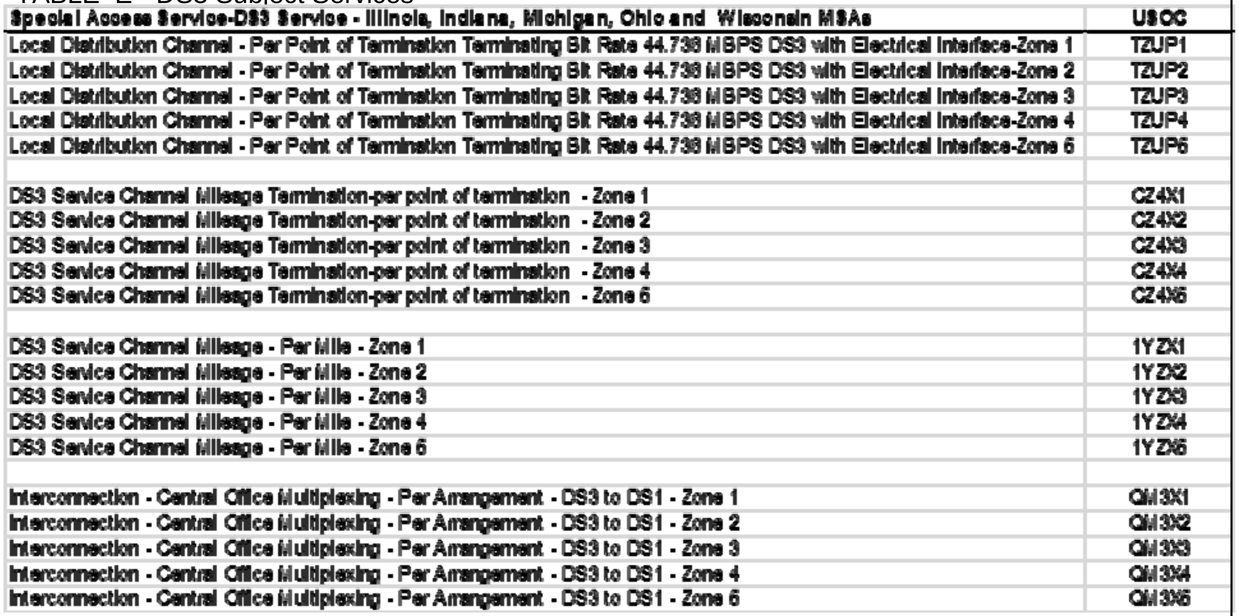
22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.210 Contract Offer No. 210 - DS1, DS3 Special Access Service Offer (Cont'd)

22.210.7 Rates (Cont'd)

TABLE E - DS3 Subject Services



Special Access Service-DS3 Service - Illinois, Indiana, Michigan, Ohio and Wisconsin MSAs	USOC
Local Distribution Channel - Per Point of Termination Terminating Bit Rate 44.736 MBPS DS3 with Electrical Interface-Zone 1	TZUP1
Local Distribution Channel - Per Point of Termination Terminating Bit Rate 44.736 MBPS DS3 with Electrical Interface-Zone 2	TZUP2
Local Distribution Channel - Per Point of Termination Terminating Bit Rate 44.736 MBPS DS3 with Electrical Interface-Zone 3	TZUP3
Local Distribution Channel - Per Point of Termination Terminating Bit Rate 44.736 MBPS DS3 with Electrical Interface-Zone 4	TZUP4
Local Distribution Channel - Per Point of Termination Terminating Bit Rate 44.736 MBPS DS3 with Electrical Interface-Zone 5	TZUP5
DS3 Service Channel Mileage Termination-per point of termination - Zone 1	CZ4X1
DS3 Service Channel Mileage Termination-per point of termination - Zone 2	CZ4X2
DS3 Service Channel Mileage Termination-per point of termination - Zone 3	CZ4X3
DS3 Service Channel Mileage Termination-per point of termination - Zone 4	CZ4X4
DS3 Service Channel Mileage Termination-per point of termination - Zone 5	CZ4X5
DS3 Service Channel Mileage - Per Mile - Zone 1	1YZX1
DS3 Service Channel Mileage - Per Mile - Zone 2	1YZX2
DS3 Service Channel Mileage - Per Mile - Zone 3	1YZX3
DS3 Service Channel Mileage - Per Mile - Zone 4	1YZX4
DS3 Service Channel Mileage - Per Mile - Zone 5	1YZX5
Interconnection - Central Office Multiplexing - Per Arrangement - DS3 to DS1 - Zone 1	QM3X1
Interconnection - Central Office Multiplexing - Per Arrangement - DS3 to DS1 - Zone 2	QM3X2
Interconnection - Central Office Multiplexing - Per Arrangement - DS3 to DS1 - Zone 3	QM3X3
Interconnection - Central Office Multiplexing - Per Arrangement - DS3 to DS1 - Zone 4	QM3X4
Interconnection - Central Office Multiplexing - Per Arrangement - DS3 to DS1 - Zone 5	QM3X5

22.210.8 Assignment/Transfer

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

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

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

(This page filed under Transmittal No. 1776)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.210 Contract Offer No. 210 - DS1, DS3 Special Access Service Offer (Cont'd)

22.210.8 Assignment/Transfer (Cont'd)

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.210.8 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.210.9 Mergers and Acquisitions

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

22.210.10 Termination Liability

Termination liability charges, as described below, apply in lieu of the termination liability charges that apply to the relevant OPP Termination charges, and shall become due as of the effective date of the termination.

(A) If the Customer terminates this Contract Offer, or if the Customer fails to comply with any of the terms and conditions of this Contract Offer or any other applicable tariff provision, the Customer shall be liable for a termination charge, which shall be equal to: (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.210 Contract Offer No. 210 - DS1, DS3 Special Access Service Offer (Cont'd)

22.210.10 Termination Liability (Cont'd)

(A) (Cont'd)

(1) If terminated in Year 1, 10 percent (10%) of the MARC for the remaining portion of Year 1, plus 10 percent (10%) of the MARC for the remaining years of the Term Period.

(2) If terminated in Year 2, 12.5 percent (12.5%) of the Year 2 MARC for the remaining portion of Year 2, plus 12.5 percent (12.5%) of the Year 2 MARC for the remaining years of the Term Period.

(3) If terminated in Year 3, 12.5 percent (12.5%) of the Year 3 MARC for the remaining portion of Year 3, plus 12.5 percent (12.5%) of the Year 3 MARC for the remaining years of the Term Period.

(4) If terminated in Year 4, 12.5 percent (12.5%) of the Year 4 MARC for the remaining portion of Year 4, plus 12.5 percent (12.5%) of the Year 4 MARC for the remaining years of the Term Period.

(5) If terminated in Year 5, 12.5 percent (12.5%) of the Year 5 MARC for the remaining portion of Year 5.

Example: The Contract Offer is terminated after thirty-six (36) months, and has twenty-four (24) months remaining in the Term Period. The applicable MARC is $3,700,000. At the time of termination, the Customer has satisfied $3,400,000 of the MARC for Year Three. The termination liability charge shall be:

Year Three Termination Charge $3,700,000 - $3,400,000 = $300,000 X 12.5% = $37,500 (A)
Plus
Year Four Termination Charge $3,700,000 X 12.5% = $462,500 (B)
Plus
Year Five Termination Charge $3,700,000 X 12.5% = $462,500 (C)
Equals
Total Termination Charge in the example = A+B+C = $962,500 (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.210 Contract Offer No. 210 - DS1, DS3 Special Access Service Offer (Cont'd)

22.210.10 Termination Liability (Cont'd)

(A) If the Customer terminates any Subject Service provided under this Contract Offer prior to the completion of the applicable OPP term during the Term Period, or if the Customer fails to comply with the Terms and Conditions of this Contract Offer or any other applicable tariff provision, the Customer will be liable for a termination charge which shall be equal to fifty percent (50%) of the MRC for the terminated Subject Services for the balance of the OPP term, and will be calculated as follows:

MRC x the number of months remaining in the OPP term x 50% = Termination Charge

Example: A Subject Service is terminated after thirty-six (36) months, and has twenty-four (24) months remaining in the OPP term during the Term Period. The applicable MRC is $500. The termination liability charge shall be:

Total Termination Charge in the example = $500 X 24 X 50% = $6,000 (N)

22. Pricing Flexibility Contract Offerings

22.211 Reserved for Future Use (T)

Material previously appearing on this page now appears on 3rd Revised Page 23-13.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.211 Reserved for Future Use (Cont'd) (T)

Material previously appearing on this page now appears on 3rd Revised Page 23-14.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.211 Reserved for Future Use (Cont'd) (T)

Material previously appearing on this page now appears on 5th Revised Page 23-15.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.211 Reserved for Future Use (Cont'd) (T)

Material previously appearing on this page now appears on 4th Revised Page 23-16.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.211 Reserved for Future Use (Cont'd) (T)

Material previously appearing on this page now appears on 6th Revised Page 23-17.

(This page filed under Transmittal No. 1820)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.211 Reserved for future Use (Cont'd) (T)

Material previously appearing on this page now appears on 5th Revised Page 23-18.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.211 Reserved for Future Use (Cont'd) (T)

Material previously appearing on this page now appears on 4th Revised Page 23-19.

22. Pricing Flexibility Contract Offerings (N)

22.212 Contract Offer No. 212 – DS3 Special Access Service Offer

22.212.1 General Description

This DS3 Service Offer (Contract Offer No. 212) is an access discount pricing plan that allows the Customers who meet the Eligibility Criteria in Section 22.212.3, and the Terms and Conditions in Section 22.212.4, to obtain credits for the DS3 Subject Services, as described in Section 22.212.2.

Contract Offer No. 212 is available for subscription from December 22, 2012 through January 22, 2013. This Contract Offer is not renewable.

22.212.2 Subject Services

(A) Contract Offer No. 212 applies to the following pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Ameritech Operating Companies (Ameritech) Tariff F.C.C. No 2, Sections 7.2.9 and 21.5.2.7 - DS3 Service.

(B) Subject Services must be located in the following Metropolitan Statistical Area (MSA): Chicago, IL.

(C) The Subject Services must be configured as follows:

(1) The ‘A’ location for each Subject Service must be cross-connected to an Ameritech Central Office Interconnection (ACOI) Transmission Node, as described in Ameritech Operating Companies Tariff F.C.C. No 2, Section 16.1, which is purchased by the Customer;

(2) Each Subject Service must include an Interconnection – Central Office Multiplexing rate element identified in Table A; and

(3) Channel Mileage for each Subject Service must be not less than one (1) mile and not greater than eighteen (18) miles.

(D) All terms and conditions for the Subject Services listed above are governed by their respective tariff sections, except as noted herein.

22.212.3 Eligibility Criteria

The Customer must meet the following eligibility criteria to subscribe to Contract Offer No. 212:

(A) The Customer must be purchasing ACOI, as provided in Ameritech Tariff F.C.C. No 2, Section 16.1, in at least one Central Office within the Chicago, IL MSA as of the Subscription Date of this Contract Offer (as defined in Section 22.212.4(A)); and

(B) During the month prior to the Subscription Date of this Contract Offer, the Customer must have been purchasing no fewer than fifty (50) DS3 Special Access circuits and no more than sixty-five (65) DS3 Special Access circuits

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from the Telephone Company, all of which must be located in the Chicago, IL MSA.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.212 Contract Offer No. 212 – DS3 Special Access Service Offer (Cont'd)

22.212.4 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) is three (3) years, commencing on the date the Telephone Company receives a signed Letter of Subscription from the Customer (Subscription Date).

Upon expiration or termination of this Contract Offer, each Subject Service will be subject to the rates, terms and conditions of the otherwise applicable tariff provisions for the remainder of the applicable Service Term as defined in Section 22.212.4.E, below. If any Subject Service is disconnected by the Customer, or by the Telephone Company as a result of any breach of this Contract Offer or any other applicable tariff provision, prior to the completion of the applicable Service Term during the Term Period, the Customer will be liable for termination liability charges as provided in Section 22.212.6.

(B) To subscribe to this Contract Offer, the Customer must submit a signed Letter of Subscription (LOS) to the Telephone Company. The LOS must identify all Access Customer Name Abbreviations (ACNAs) that the Customer designates for inclusion in this Contract Offer (Eligible ACNAs). Services ordered or purchased under other ACNAs may not be transferred to, or converted for inclusion under, this Contract Offer.

(C) Subject Services, described in Section 22.212.2, are subject to certain rates, charges and general terms and conditions described in Ameritech Tariff F.C.C. No 2, Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(D) Within ninety (90) days following the Subscription Date, the Customer must convert no fewer than fifty (50) and no more than sixty-five (65) existing DS3 Subject Services to this Contract Offer.

(E) Each Subject Service must be purchased pursuant to a thirty-six (36) month Optional Payment Plan (OPP) (the "Service Term"), as described in Ameritech Tariff F.C.C. No. 2, Section 7.4.10. Any service previously purchased by the Customer and converted to this Contract Offer shall be subject to a new thirty-six (36) month Service Term, which will be effective as of the Subscription Date. For any Subject Service purchased during the Term Period, the Service Term shall begin on its installation date.

(F) Upon completion of the applicable Service Terms, Subject Services will be provided at the prevailing monthly extension rates applicable to the OPP, as provided in Ameritech Tariff F.C.C. No. 2, Section 7 or 21, or, if there are no monthly extension rates, then at the rates applicable to the shortest available term, unless the Customer disconnects the services or chooses another applicable rate. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.212 Contract Offer No. 212 – DS3 Special Access Service Offer (Cont'd)

22.212.4 Terms and Conditions (Cont'd)

(G) Subject Services shall not be included in any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement, unless expressly permitted by such other pricing flexibility contract offer or other arrangement.

(H) Commingling is defined in Ameritech Tariff F.C.C. No. 2, Section 2.6. Commingling of Subject Services provided pursuant to this Contract Offer is prohibited.

22.212.5 Rates and Charges

(A) The Telephone Company will initially bill the Customer according to the applicable thirty-six (36) month OPP Monthly Recurring Charges ("MRCs"). The Customer will then be credited in an amount equal to the difference between the OPP rate and the rates for the DS3 rate elements listed in Table A, below. Credits will be applied monthly in arrears. Taxes, if applicable, will be charged on the OPP MRC rates, but will not be included in the credits applied to, or otherwise affected by, the credits applied to the Customer's bill.

Table A

Rate Element Applicable	USOC	MRC
Central Office Multiplexing (per arrangement)		
ZONE - 1	QM3X1	$441.00
ZONE - 2	QM3X2	$450.00
ZONE - 3	QM3X3	$466.00
ZONE - 4	QM3X4	$490.00
ZONE - 5	QM3X5	$500.00
Channel Mileage Termination (all Zones)		
where Channel Mileage from 1 to 6 miles	CZ4X+	$212.50
where Channel Mileage from 7 to 12 miles	CZ4X+	$262.50
where Channel Mileage from 13 to 18 miles	CZ4X+	$325.00
Channel Mileage (all Zones)		
Per mile 1YZX* $0.00	1YZX+	$ -

+ = Zone 1-5

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.212 Contract Offer No. 212 – DS3 Special Access Service Offer (Cont'd)

22.212.6 Termination Liability

Termination liability, as defined in this Contract Offer, applies in lieu of the termination liability language in Ameritech Tariff F.C.C. No. 2, Section 7.4.10. Termination charges shall become due as of the effective date of the termination.

(A) Termination of Contract Offer. If Customer terminates this Contract Offer or fails to comply with the Terms and Conditions of this Contract Offer, this Contract Offer will be terminated, and any termination liability applicable to Subject Services will be governed by the provisions otherwise applicable to the Service Term, as provided in Section 7.4.10.

(B) Termination of Individual Subject Services or Rate Elements**.** If the Customer terminates individual Subject Services or rate elements prior to the completion of any applicable Service Term (other than as the result of a material breach by the Telephone Company), but this Contract Offer is not terminated, and Customer continues to purchase other Subject Services hereunder, or if the Telephone Company terminates individual Subject Services or rate elements prior to the end of the applicable Service Term due to Customer's material breach of this Contract Offer, the Customer will be liable for a termination charge which shall be equal to fifty percent (50%) of the MRCs for the disconnected Subject Services or rate elements for the balance of the Service Term (MRC X 50% X (months remaining in the applicable Service Term).

22.212.7 Assignment/Transfer

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

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(2) "high risk" in a Paydex score as published by Dun and Bradstreet. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.212 Contract Offer No. 212 – DS3 Special Access Service Offer (Cont'd)

22.212.7 Assignment/Transfer (Cont'd)

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.212.7 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.212.8 Mergers and Acquisitions

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

22. Pricing Flexibility Contract Offerings (N)

22.213 Contract Offer No. 213 – Special Access Wireless DS1 and DS3 Service Offer

22.213.1 General Description

This Special Access DS1 and DS3 Service Offer (Contract Offer No. 213) is a special access discount pricing plan. This Contract Offer permits Customers who meet the Eligibility Criteria in Section 22.213.3 to purchase the Subject Services listed in Section 22.213.2 subject to the rates, terms and conditions of this Contract Offer. Subject Services are available under this Contract Offer in the Metropolitan Statistical Area (MSA) listed in Section 22.213.2 (B).

This Contract Offer is available for subscription from January 11, 2013 through February 11, 2013. This Contract Offer is not renewable.

22.213.2 Subject Services

(A) This Contract Offer applies to pricing flexibility-qualified Subject Services contained in the following tariff sections: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Section 6, 7 and 21 – DS1 and DS3 High Capacity Service.

(B) Subject Services must be located in the following MSA: Chicago, IL.

(C) Subject Services must subtend Dedicated SONET Ring Service (DSRS)[1] purchased by the Customer from the Telephone Company.

22.213.3 Eligibility Criteria

The Customer must meet the following Eligibility Criteria as of the date this Contract Offer becomes effective (Effective Date):

(A) Customer must be purchasing an OC-192 DSRS[1] from the Telephone Company, which must have been placed in service prior to the Effective Date of this Contract Offer, and which is located in the Chicago, IL MSA.

(B) During the month prior to the Subscription Date (as defined in Section 22.213.4(A)), the Customer must have been purchasing from the Telephone Company an aggregate of no fewer than two thousand nine hundred (2900) and no more than three thousand two hundred (3200) DS1 special access and switched access circuits, and an aggregate of no fewer than one hundred and sixty (160) and no more than one hundred and eighty (180) DS3 special access and switched access circuits, which must be activated and providing service at cell sites located within the operating territories of the Telephone Company. Such cell sites, together with any other cell sites for which Customer orders Subject Services at any time during the Term Period, are referred to in this Contract Offer as “Qualified Cell Sites.”

[1] OC192 Dedicated SONET Ring Service (DSRS) is now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission’s Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.213 Contract Offer No. 213 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.213.4 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) shall be twenty-four (24) months, commencing on the date the Telephone Company receives the signed Letter of Subscription (LOS) from the Customer (the Subscription Date). Upon expiration of the Term Period, Subject Services shall no longer be subject to the rates, terms or conditions of this Contract Offer, but instead will be provided according to the monthly or monthly extension rates and other applicable terms and conditions in Ameritech Tariff F.C.C. No. 2, Sections 6.9.1, 6.9.6, 7.5.9(b) and (c), 21.5.2.7.1 (B) and (C), and 21.5.3.

(B) General Terms and Conditions

(1) Subject Services are subject to certain rates, charges and general terms and conditions described in Ameritech Tariff F.C.C. No. 2, Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the terms and conditions of this Contract Offer. If any provision of this Contract Offer conflicts with any otherwise applicable provisions of Ameritech Tariff F.C.C. No. 2, Section 2, 5 or 13, this Contract Offer shall govern over the conflicting provision.

(2) All traffic transmitted over Subject Services must originate or terminate at a Mobile Switching Center (MSC).

(3) All terms and conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.

(4) Subject Services purchased under this Contract Offer shall not be included in any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement unless expressly permitted by such other pricing flexibility contract offer or other arrangement.

(5) To subscribe to this Contract Offer, the Customer must provide a signed LOS to the Telephone Company, which must include a list of eligible Access Customer Name Abbreviations (ACNAs) under which the Customer will purchase Subject Services pursuant to this Contract Offer. Subject Services ordered or purchased under other ACNAs may not be transferred or converted to this Contract Offer. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.213 Contract Offer No. 213 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.213.4 Terms and Conditions (Cont'd)

(B) General Terms and Conditions (Cont'd)

(6) The Telephone Company will provide the Customer reasonable notification of service-affecting planned maintenance activities that may occur in the normal operation of the Telephone Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching equipment change-outs. The Telephone Company will cooperate in good faith with the Customer to determine reasonable notification methods and other requirements including any advance notification as applicable.

(7) Commingling shall be as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.

(8) If, as of the Subscription Date, the Customer purchases services pursuant to Ameritech Tariff F.C.C. No. 2, Contract Offer No. 190, this Contract Offer shall supersede those provisions of Contract Offer No. 190 that govern DS1 and DS3 special access services. Thereafter, such services shall be provided pursuant to this Contract Offer. Customer shall not incur any termination liability under Contract Offer No. 190 as a result of the supersedure of Contract Offer No. 190.

(9) If the Customer wishes to replace Subject Services with Ethernet[1] services provided by the Telephone Company, then upon request by the Customer, the Parties will negotiate in good faith to enter into a successor to this Contract Offer that allows for such replacement without the application of termination liability charges to the migrated services; provided, however, that the Telephone Company shall not be required as a result of such negotiation to enter into any arrangement that would: (i) reduce the total revenue to the Telephone Company, as compared to that it would obtain under this Contract Offer during the remainder of the Term Period (measured as of the effective date of the successor arrangement); or (ii) reduce the Customer's term commitment, as compared to that applicable for the remainder of the Term Period (measured as of the effective date of the successor arrangement).

[1] Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with specifically de-tariffed services are available at www.att.com/guidebook (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.213 Contract Offer No. 213 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.213.5 Rates and Charges

(A) The Customer will be billed a monthly fixed rate of six hundred five thousand four hundred eighty-seven dollars ($605,487) for the purchased Subject Services up to the maximum volume of services listed in Section 22.213.5(B), below.

(B) The Customer may purchase up to the maximum quantity of each Rate Element in the Table A, below, without incurring any increase in the fixed monthly rate set forth in Section 22.213.5(A).

Table A:

Rate Elements	**Maximum Qty**
Special Access DS3 Service – Local Distribution Channel	84
Special Access DS1 Service – Local Distribution Channel	3184
Switched Access – Switched Transport DS1 – Local Distribution Channel	688
DS3 Average Mileage for all Subject Services*	10
Switched Access-Switched Transport DS3-Local Distribution Channel	96
DS1 Average Mileage for all Subject Services*	10

* The charges include average Variable Mileage per DS1 and DS3 Subject Services, respectively, for all Subject Services purchased under this Contract Offer, not to exceed ten (10) miles per Subject Service. The Telephone Company will review the Variable Mileage associated with the Subject Services purchased by the Customer no more frequently than twice per year. If, upon such review, the Telephone Company determines that Variable Mileage for Subject Services exceeds an average of ten (10) miles per Subject Service, the Telephone Company will bill the Customer for all Variable Mileage in excess of ten (10) miles per Subject Service by applying the charges in Tariff Section 21, as applicable to a three (3) year term payment plan.

(C) Otherwise applicable Non-Recurring Charges (NRCs) in Table B, below, shall not apply to Subject Services:

Table B:

Rate Element	USOC
Administration Charge	NRBA1-5
Customer Connection Charge	NRMF1-5
Design C.O. Charge	NRMG1-5

(D) Other Rate Elements. Any rate elements for which rates are not provided in this Contract Tariff will be subject to the applicable rates in the Ameritech Tariff F.C.C. No. 2. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.213 Contract Offer No. 213 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.213.6 Credit Allowance for Service Interruptions

The credit allowance language contained below applies in lieu of credit allowance language contained in Ameritech Tariff F.C.C. No. 2. These credits are the exclusive remedies applicable to interruptions to Subject Services provided under this Contract Offer, and no other interruption credits will be applicable.

(A) When a Credit Allowance Applies:

(1) A service interruption occurs when any circuit becomes unusable to the Customer because of a failure of a facility component used to furnish service under this Contract Tariff, or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the Customer.

(2) An interruption period begins when Customer reports to the Telephone Company an unusable circuit after Customer has completed fault isolation and is reported within 24 hours of the start of the interruption, and ends when the circuit is usable. The Telephone Company may require joint out-of-service testing and correction of the interruption. In case of a service interruption, allowance for the period of interruption, shall be as follows.

(3) The Customer shall be credited for an interruption of service of one (1) minute or more at the fixed rate credit shown below per circuit:

- DS3 Subject Service: $890.00
- Switched Access Service-Switched Transport DS3: $537.00
- DS1 Subject Service: $219.00

(4) In any monthly billing period, as a result of an interruption of service, the total fixed rate credit per circuit will not exceed the specified amount shown below:

- DS3 Subject Service: $890.00
- Switched Access Service-Switched Transport DS3: $537.00
- DS1 Subject Service: $219.00

In any monthly billing period, as a result of an interruption of service, the total credits for all Subject Services will not exceed $605,487 per month. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.213 Contract Offer No. 213 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.213.6 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Does Not Apply:

(1) Interruptions caused by the negligence of the Customer.

(2) Interruptions of a service caused by the failure of equipment or systems provided by the Customer or others on behalf of the Customer.

(3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.

(4) Interruptions of a service when the Customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.

(5) For service provided under a Shared Facility Credit/Shared Facility Channel Service arrangement per Ameritech Tariff No. 2, Section 7.2.9, only those Customers who notify the Telephone Company of a service outage will receive a credit allowance.

(6) Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

(7) Periods of temporary discontinuance as set forth in Ameritech Tariff 2, Section 2.2.1. The Telephone Company shall provide the Customer with prompt written notice specifying the basis of the Telephone Company's determination that temporary discontinuance of the use of a service has been required.

(8) Periods of interruption as set forth in Ameritech Tariff 2, Section 13.3.1.

(9) Interruptions caused by or related to work stoppages, governmental orders, civil commotions, insurrections, riots, and criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.213 Contract Offer No. 213 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.213.7 Assignment and Transfer

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

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.213.8 Mergers/Acquisitions

All provisions of this Contract Offer shall continue in full force and effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, and Terms and Conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.213 Contract Offer No. 213 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

22.213.9 Termination Liability

Termination liability, as described in this Section 22.213.9, applies in lieu of any termination liability that would otherwise be applicable under Ameritech Tariff F.C.C. No. 2.

(A) Termination of Subject Services**.** While this Contract Offer is effective, no termination liability charges will apply to the termination of individual Subject Service circuits.

(B) Termination of Contract Offer**.** If the Customer terminates this Contract Offer prior to the end of the Contract Offer Term Period (other than as the result of a material breach by the Telephone Company) for any reason other than due to "Excessive Service Outages," as defined below in Section 22.213.9(C), or if the Telephone Company terminates this Contract Offer prior to the end of the Contract Offer Term Period due to Customer's material breach of the Contract Offer, the Customer shall be liable for a termination charge, which shall be equal to fifty percent (50%) of the MRC ($605,487) applicable under this Contract Offer for the balance of the Contract Offer Term Period ($605,487 X 50% X (months remaining in Contract Offer Term)). In addition and in either case, the Customer will also be charged for any NRCs previously waived and/or discounted by 100% for Subject Services subject to this Contract Offer.

(C) Excessive Service Outage. An Excessive Service Outage occurs when the DSRS[1], as described in Section 22.213.3(A) of this Contract Offer, experiences simultaneous equipment service interruptions of both the working and protection path of the network, and the service interruptions have not been excepted from treatment for a credit allowance under Section 6, above. If during any consecutive twelve (12) month period there are more than two (2) Excessive Service Outages, the Customer may terminate its purchase of Subject Services under this Contract Offer without incurring termination liability charges. Such termination shall be effective two hundred forty (240) calendar days following delivery of written notice to the Telephone Company, and notice of intent to terminate service must be given within thirty (30) calendar days of the third or any subsequent Excessive Service Outage within the same consecutive twelve (12) month period.

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[1] OC192 Dedicated SONET Ring Service (DSRS) is now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. (N)

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22. Pricing Flexibility Contract Offerings (N)

22.214 Contract Offer No. 214 – Special Access DS1 and DS3 Service Offer

22.214.1 General Description (N)

This Access Service Offer (Contract Offer No. 214) is an access discount pricing plan for which concurrent subscription is required to the following Access Tariffs: BellSouth Telecommunications LLC (BellSouth) Tariff F.C.C. No. 1, Contract Offer No. 79; Ameritech Operating Companies (Ameritech) Tariff F.C.C. No 2, Contract Offer No. 214; Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Contract Offer No. 163; The Southern New England Telephone (SNET) Tariff F.C.C. No. 39, Contract Offer No. 57; and Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Contract Offer No. 184 (collectively, the “Concurrently Subscribed Contract Offers”). BellSouth, Ameritech, PBTC, SNET and SWBT shall be identified herein as the “Qualified Companies.” (Nx)

Contract Offer No. 214 requires eligible Customers to satisfy a Minimum Annual Revenue Commitment (MARC), as defined in Section 22.214.6. The MARC will consist of recurring revenues from, in the aggregate, all Subject Services and Non-subject Services purchased from Ameritech Operating Companies (“Ameritech” or “Telephone Company”) and all “Subject Services” and “Non-Subject Services,” as defined in the other Concurrently Subscribed Contract Offers described in Section 22.214.4(B) (together referred to as “Contributory Services”). (N)

Subject Services provided by the Telephone Company are described in Section 22.214.3.

This Contract Offer No. 214 is available for subscription only from February 12, 2013 through March 12, 2013. This offer is not renewable.

22.214.2 Contributory Services

The MARC shall include revenue from all Contributory Services purchased from the Qualified Companies, under both this Contract Offer and the concurrently subscribed Contract Offers listed in Section 22.214.4(B). Recurring revenues for all Contributory Services shall be included for the purposes of determining the amount of the MARC and the Customer’s satisfaction of the MARC.

22.214.3 Contributory Services shall be comprised of Subject Services and Non-Subject Services as described below:

(A) Subject Services

Subject Services are listed in Table A, below. Each Subject Service under this Contract Offer must be ordered and purchased pursuant to a three (3) year term commitment, pursuant to Section 21.5.2.7, as applicable. (N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.214 Contract Offer No. 214 – Special Access DS1 and DS3 Service Offer (Cont'd)

22.214.3 Contributory Services shall be comprised of Subject Services and Non-Subject Services as described below: (Cont'd)

(A) Subject Services

Table A – Subject Services

Interstate Special Access	DS1 & DS3
Includes only those services listed above and located in Pricing Flexibility Metropolitan Statistical Areas (MSAs), as described in 22.214.4(A) herein.	

(B) Subject Services ordered and purchased by the Customer prior to its subscription to this Contract Offer will be referred to as "Existing Subject Services."

(C) Subject Services that were not being purchased from the Telephone Company prior to its subscription to this Contract Offer will be referred to as "New Subject Services."

(D) All terms and conditions for the Subject Services are governed by the respective tariff sections, except as provided in this Contract Offer No. 214.

(E) Non-Subject Services
All recurring revenue from Non-Subject Services shall be included in the MARC, but shall not otherwise be subject to the rates, terms or conditions of this Contract Offer. Non-Subject Services are listed in Table B, below.

Table B – Non-Subject Services

Category	**Services Included**
Interstate Special Access Services provided by the Telephone Company but not located in Pricing Flexibility Metropolitan Statistical Areas (MSAs), and any rate elements located in Pricing Flexibility MSAs but not subject to pricing flexibility relief.	DS1, DS3
Broadband Interstate Special Access	Optical Carrier Network (OCN) Point- to-Point, Dedicated SONET Ring Service (DSRS),GigaMAN®, DecaMAN®, BellSouth Metro Ethernet Service, OPT-E-MAN Services and AT&T Switched Ethernet Service[1]

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[1] Optical Carrier Network (OCN) Point-to-Point, Dedicated SONET Ring Service (DSRS), GigaMAN®, DecaMAN®, BellSouth Metro Ethernet Service, OPT-E-MAN Service and AT&T Switched Ethernet Service are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms, and conditions associated with de-tariffed services are available at 79.att.com/guidebook.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.214 Contract Offer No. 214 – Special Access DS1 and DS3 Service Offer (Cont'd)

22.214.4 Eligibility Criteria

The following Eligibility Criteria apply to this Contract Offer No. 214:

(A) Subject Services must be located in the Pricing Flexibility MSAs for which the Telephone Company has been granted pricing flexibility relief, as listed in Ameritech Tariff F.C.C. No. 2, Section 21 and those listed in Table C, below. During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs, the Customer may, at its option, include Subject Services in those MSAs in this Contract Offer.

Table C

MSA	STATE
Davenport/Rock Island/ Moline	IL
St. Louis	IL
Fort Wayne	IN
Youngstown-Warren	OH
Non-MSA	IN
Non-MSA	WI

(N)

(B) Concurrently Subscribed Contract Offers. The Customer must concurrently subscribe to, and purchase service under, each of the following Contract Offers: (Nx)

- BellSouth F.C.C. Tariff No 1, Contract Offer No. 79
- Ameritech Tariff F.C.C. No. 2, Contract Offer No. 214;
- PBTC Tariff F.C.C. No. 1, Contract Offer No. 163;
- SWBT Tariff F.C.C. No. 73, Contract Offer No. 184; and
- SNET Tariff F.C.C. No. 39, Contract Offer No. 57. (Nx)

(C) The Customer must be purchasing, as of the Subscription Date (as defined in Section 22.214.5(A)), no fewer than three hundred (300) and no more than four hundred (400) DS1 interstate special access circuits, and no fewer than thirty (30) and no more than (60) DS3 interstate special access circuits from the Telephone Company. (N)

(D) During the month prior to the Customer's subscription to this Contract Offer, no less than fifty-five percent (55%) of the monthly recurring charges billed by the Qualified Companies to the Customer, in the aggregate, must have been for Ethernet-based[1] services.

[1] Ethernet-based services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with detariffed services are available at 79.att.com/guidebook. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.214 Contract Offer No. 214 – Special Access DS1 and DS3 Service Offer (Cont'd)

22.214.4 Eligibility Criteria (Cont'd)

(E) As of Subscription Date, neither the Customer, nor any of its affiliates, may order, or may be purchasing (including the continuing purchase of services previously ordered), any special access service from any of the Qualified Companies pursuant to any other pricing flexibility contract offer, broadband service agreement or other individually negotiated arrangement that includes a revenue or volume commitment, including, without limitation, any minimum annual revenue commitment ("MARC"), quarterly revenue objective ("QRO") or similar commitment), unless the other tariff, contract or other arrangement refers specifically to the Concurrently Subscribed Contract Offers, provided, however, that this provision shall not preclude the Customer from subscribing to, and purchasing pursuant to, an individual case basis (ICB) contract containing a commitment requiring the Customer to purchase a stated minimum number of services or rate elements.

22.214.5 Terms and Conditions

The following Terms and Conditions apply to this Contract Offer No. 214:

(A) Term Period. The term of this Contract Offer No. 214 (Term Period) shall be thirty-six (36) months, beginning on the date the Letter of Subscription (LOS) is received from the Customer by the Telephone Company (the Subscription Date). Each twelve (12) month period of the Term Period, beginning with the date of the Customer's subscription, shall be referred to as a Term Year. This Contract Offer, including, without limitation, the accrual of credits pursuant to this Contract Offer, shall cease upon the expiration of the Term Period.

(B) To subscribe to this Contract Offer, the Customer must submit a signed Letter of Subscription (LOS) to the Telephone Company. The Customer must provide, at the time of subscription, all the Access Customer Name Abbreviations (ACNAs) to be included in this Contract Offer (Eligible ACNAs), which shall include the Customer and any and all of its affiliates or subsidiaries in existence as of the Subscription Date. Services ordered or purchased under other ACNAs may not be transferred to, or converted for, inclusion under this Contract Offer. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.214 Contract Offer No. 214 – Special Access DS1 and DS3 Service Offer (Cont'd)

22.214.5 Terms and Conditions (Cont'd)

(C) Service Term. Each Subject Service shall be purchased pursuant to a thirty-six (36) month Service Term. The Service Term for each New Subject Service shall begin on the date the Subject Service is placed in service (Service Term). Upon expiration of the Term Period or termination of this Contract Offer by Customer, or as a result of Customer's breach, each Subject Service shall be provided for the remainder of the applicable Service Term according to the rates, terms and conditions applicable to a thirty-six (36) month service term as described in Ameritech F.C.C. No. 21.5.2.7, as applicable. Any Existing Subject Service converted to this Contract Offer shall be subject to a new thirty-six (36) month service term, which will be effective as of the Subscription Date.

Upon completion of the applicable Service Terms, Subject Services will be provided at the prevailing applicable month-to-month/monthly extension rates described in Sections 21.5.2.7 for Subject Services, unless the Customer selects another applicable Term Pricing Plan or other applicable rate, or disconnects the service.

(D) All services that constitute Subject Services, as defined in this Contract Offer that are being purchased by the Customer, or any of its affiliates, as of the Subscription Date, must be purchased under this Contract Offer.

(E) Subject Services purchased under this Contract Offer shall not be included in any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement unless expressly permitted by such other pricing flexibility contract offer, promotional offering, discount plan or other arrangement.

(F) All terms and conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein. Subject Services are subject to certain rates, charges and general terms and conditions in other sections of Ameritech Tariff F.C.C. No. 2 (Sections 2 - General Regulations, 5 - Ordering Options for Switched & Special Access Service, and 13 - Additional Engineering, Additional Labor & Miscellaneous Services), and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. However, such tariff modifications will not change the Terms and Conditions described in Contract Offer No. 214.

(G) Commingling is defined in Ameritech Tariff F.C.C. No. 2, Section 2.6. Commingling of Subject Services provided pursuant to this Contract Offer No. 214 is prohibited. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.214 Contract Offer No. 214 – Special Access DS1 and DS3 Service Offer (Cont'd)

22.214.5 Terms and Conditions (Cont'd)

(H) Termination Liability Waiver. The Telephone Company will waive, or issue offsetting credits for, otherwise applicable termination liability charges for moves and/or disconnection of Subject Services, not to exceed three hundred fifty (350) DS1 and/or DS3 Subject Services, subject to the conditions listed below. In the event that termination liability charges for any moves and/or disconnections eligible for waiver or credits under this provision are billed by the Telephone Company, the Telephone Company will issue credits for such charges on a quarterly basis. To receive credits for termination liability charges for such moves and/or disconnects of New and Existing Subject Services, the following conditions must be satisfied:

(1) The Customer must be in compliance with all terms and conditions of this Contract Offer.

(2) Subject Service must have been in service for a minimum of twenty-four (24) months from its installation date to its disconnection date.

(3) The Customer must include the Contract Number associated with this Contract Offer on all disconnect orders for Subject Services.

(I) Termination Liability Waiver for Ethernet[1] Upgrade. In addition to the provisions of Section 22.214.5(H), above, the Telephone Company will waive, or issue offsetting credits for, termination liability charges resulting from the replacement of DS1 Subject Services by Ethernet-based[1] service provided to the Customer by The Telephone Company. In the event that termination liability charges are billed by the Telephone Company in the event of such Ethernet[1] replacement, the Telephone Company will issue credits for such charges on a quarterly basis. To receive credits for termination liability charges for such moves and/or disconnects for New and Existing Subject Services, the following conditions must be satisfied:

(1) No lapse in billing may have occurred between the termination of the DS1 Subject Service and the installation of the Ethernet-based[1] replacement service.

(2) The Ethernet-based[1] replacement service must be at the same Customer location as the terminated Subject Service.

(3) The Ethernet-based[1] replacement service must have a minimum bandwidth of 5 Mbps at each relevant Customer location.

(4) DS1 Subject Service must have been in service for a minimum of twelve (12) months from its installation date.

(5) The Customer must include the Contract Number associated with this Contract Offer on all disconnect orders for Subject Services.

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[1] Ethernet-based services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with detariffed services are available at 79.att.com/guidebook. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.214 Contract Offer No. 214 – Special Access DS1 and DS3 Service Offer (Cont'd)

22.214.6 Minimum Annual Revenue Commitment (MARC)

(A) The Customer shall be subject to a Minimum Annual Revenue Commitment (MARC). The MARC shall include recurring revenue from all Contributory Services (MARC Revenue). MARC Revenue shall also include any Termination Liability Charges paid, but not credited quarterly, pursuant to Section 22.214.5(H), above, for Subject Services. MARC Revenue shall specifically exclude non-recurring charges, usage-based charges and temporary service charges. The Customer's MARC obligation shall be a continuing obligation during the entire Term Period, which shall survive any breach or termination of this Contract Offer by the Customer.

(B) The Customer's MARC shall be equal to the Customer's MARC Revenue during the three (3) months immediately prior to the Subscription Date, multiplied by four (4), then multiplied by eighty-two percent (82%), and rounded up to the nearest thousand dollars.

Annual True-up: Following the end of each Term Year, the Qualified Companies will compare the Customer's MARC Revenue to the MARC. If the Customer's MARC Revenue for the Term Year is less than the MARC, the Qualified Companies will bill, and the Customer must pay, the difference between the Customer's MARC Revenue and the MARC (True-up Amount). The Qualified Companies will bill the True-up Amount as a single debit entry for, in the aggregate, this Contract Offer and all of the other Concurrently Subscribed Contract Offers, which amount shall be billed the same BAN designated by the Customer.

22.214.7 Monthly Recurring Charges (MRCs) – New Subject Services

(A) MRCs – Application of Credits for New Subject Services.

The Telephone Company will initially bill the Customer according to the applicable thirty-six (36) month term payment plan. The Customer shall then be credited in an amount equal to the difference between the rates in Section 21.5.2.7 and the rates Tables D, below. Credits will be applied monthly, in arrears. Taxes, if applicable, will be charged on the Section 21.5.2.7 MRC rates, but will not be included in the credits applied to the Customer's bill.

The MRCs in Table D, below, will apply to New Subject Services. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.214 Contract Offer No. 214 – Special Access DS1 and DS3 Service Offer (Cont'd)

22.214.7 Monthly Recurring Charges (MRCs) – New Subject Services (Cont'd)

(A) MRCs – Application of Credits for New Subject Services. (Cont'd)

Table D

DS1				
Description	Zones	States	USOC	Rate
Local Distribution Channel – Per Point of Termination – Terminating Bit Rate 28, 256, 384, 512, 768 Kbps	1	IL	TZ4X1	$97.00
		IN		$107.00
		MI		$103.00
		OH		$103.00
		WI		$107.00
	2	IL	TZ4X2	$105.00
		IN		$116.00
		MI		$111.00
		OH		$111.00
		WI		$116.00
	3,4, & 5	IL	TZ4X3 TZ4X4 TZ4X5	$114.00
		IN		$127.00
		MI		$123.00
		OH		$123.00 (Z)
		WI		$127.00
Channel Mileage Termination – Per Point of Termination – 1.544 Mbps	1	IL	CZ4X1	$33.00
		IN		$35.00
		MI		$34.00
		OH		$34.00
		WI		$35.00
	2	IL	CZ4X2	$35.00
		IN		$37.00
		MI		$36.00
		OH		$36.00
		WI		$37.00
	3,4, & 5	IL	CZ4X3 CZ4X4 CZ4X5	$37.00
		IN		$39.00
		MI		$36.00
		OH		$36.00
		WI		$39.00
Channel Mileage – Per Mile – 1.544 Mbps	1	IL	1YZX1	$13.00
		IN		$13.00
		MI		$13.00
		OH		$13.00
		WI		$13.00
	2	IL	1YZX2	$13.00
		IN		$13.00
		MI		$13.00
		OH		$13.00
		WI		$13.00
	3,4, & 5	IL	1YZX3 1YZX4 1YZX5	$13.00
		IN		$13.00
		MI		$13.00
		OH		$13.00
		WI		$13.00

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.214 Contract Offer No. 214 – Special Access DS1 and DS3 Service Offer (Cont'd)

22.214.7 Monthly Recurring Charges (MRCs) – New Subject Services (Cont'd)

(A) MRCs – Application of Credits for New Subject Services. (Cont'd)

Table D (Cont'd)

DS1 (Cont'd)				
Description	Zones	States	USOC	Rate
Interconnection Central Office Multiplexing – Ameritech DS1 to Voice/Base Rate/128.0, 256.0, 384.0, 512.0, 768.0 Kbps Transport	1	IL	QMVX1	$181.00
		IN		$189.00
		MI		$185.00
		OH		$185.00
		WI		$189.00
	2	IL	QMVX2	$183.00
		IN		$191.00
		MI		$187.00
		OH		$187.00
		WI		$191.00
	3,4, & 5	IL	QMVX3	$190.00
		IN	QMVX4	$198.00
		MI	QMVX6	$194.00
		OH		$194.00
		WI		$198.00
Local Distribution Channel – Per Point of Termination – Termination Bit Rate: 44.736 Mbps – DS3 LDC with Electrical Interface	1	IL	TZUP1	$941.00
		IN		$977.00
		MI		$968.00
		OH		$968.00
		WI		$977.00
	2	IL	TZUP2	$950.00
		IN		$986.00
		MI		$977.00
		OH		$977.00
		WI		$986.00
	3,4, & 5	IL	TZUP3	$1,040.00
		IN	TZUP4	$1,049.00
		MI	TZUP5	$1,031.00
		OH		$1,031.00
		WI		$1,049.00
Channel Mileage Termination – Per Point of Termination	1	IL	CZ4X1	$225.00
		IN		$243.00
		MI		$234.00
		OH		$234.00
		WI		$243.00
	2	IL	CZ4X2	$234.00
		IN		$252,00
		MI		$243.00
		OH		$243.00
		WI		$252.00
	3,4, & 5	IL	CZ4X3	$243.00
		IN	CZ4X4	$261.00
		MI	CZ4X5	$252.00
		OH		$252.00
		WI		$261.00

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.214 Contract Offer No. 214 – Special Access DS1 and DS3 Service Offer (Cont'd)

22.214.7 Monthly Recurring Charges (MRCs) – New Subject Services (Cont'd)

(A) MRCs – Application of Credits for New Subject Services. (Cont'd)

Table D (Cont'd)

DS1 (Cont'd)				
Description	Zones	States	USOC	Rate
Channel Mileage – Per Mile	1	IL IN MI OH WI	1YZX1	$50.00 $51.00 $50.00 $50.00 $51.00
	2	IL IN MI OH WI	1YZX2	$52.00 $54.00 $53.00 $53.00 $54.00
	3,4, & 5	IL IN MI OH WI	1YZX3 1YZX4 1YZX5	$54.00 $56.00 $55.00 $55.00 $56.00
Interconnection – Central Office Multiplexing – Per Arrangement – DS3 to DS1	1	IL IN MI OH	QM3X1	$428.00 $431.00 $428.00 $428.00 $428.00 $431.00
	2	IL IN MI OH WI	QM3X2	$428.00 $439.00 $437.00 $437.00 $439.00
	3,4, & 5	IL IN MI OH WI	QM3X3 QM3X4 QM3X5	$441.00 $455.00 $450.00 $450.00 $455.00

(B) Non Recurring Charges (NRCs)

(1) Non-recurring charges (NRCs) will apply to Existing Subject Services, as provided in Section 21.5.2.7.

(2) NRCs will apply to New Subject Services as provided in Sections 21.5.2.7, except as provided in Table E, below.

Table E

Rate element – DS1 New Subject Services ONLY	USOC	NRC Charge
Design and Central Office charge	NNRCL	$50.00
Customer Connection Charge	NRRBL	$25.00

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.214 Contract Offer No. 214 – Special Access DS1 and DS3 Service Offer (Cont'd)

22.214.7 Monthly Recurring Charges (MRCs) – New Subject Services (Cont'd)

(C) Monthly Credit

For each month of the Term Period, the Customer may be eligible for a monthly credit under this Contract Offer and the other Concurrently Subscribed Contract Offers ("Monthly Credit" or "MC").

The Telephone Company will review the number of Existing Subject Services then in service during each month of the Term Period, and will issue an MC to the Customer in the amount of one hundred three dollars ($103) for each DS1 Existing Subject Service and two hundred twelve dollars ($212) for each DS3 Existing Subject Service in service as of the end of the month being reviewed, provided, however, that the total amount of the MC shall not exceed fifty-nine thousand three hundred fifty-two dollars ($59,352) per month, in total, for all of the Concurrently Subscribed Contract Offers. Beginning no later than sixty (60) days after the Subscription Date, the Telephone Company will begin to issue an MC. Subject to the foregoing sentence, the Telephone Company will apply the MC to the Customer's bill no later than thirty (30) days after the end of the month during which the Customer qualified for the MC.

If the Customer is in material breach of this Contract Offer or any other terms and conditions applicable to the Subject Services, including, without limitation, the Customer's obligation to pay all undisputed amounts due for Subject Services, the MC shall not be issued unless such breach is cured within ninety (90) days after the MC would otherwise have been issued.

22.214.8 Assignment/Transfer/Successors

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

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.214 Contract Offer No. 214 – Special Access DS1 and DS3 Service Offer (Cont'd)

22.214.8 Assignment/Transfer/Successors (Cont'd)

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.214.8 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.214.9 Mergers and Acquisitions

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

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.214 Contract Offer No. 214 – Special Access DS1 and DS3 Service Offer (Cont'd)

22.214.10 Termination

Termination liability, as described below, applies in lieu of termination liability as described in Ameritech F.C.C. Tariff 2. Termination liability charges shall become due as of the effective date of the termination of service.

If the Customer terminates any Subject Service before the completion of the Term Period, or if the Telephone Company terminates any Subject Service as a result of the Customer's breach of this Contract Offer, the Customer's termination liability charge shall be equal to fifty percent (50%) of the applicable monthly charges for the remainder of the Term Period.

The termination liability charge will be calculated as follows:

(MRCs) multiplied by (months remaining in term), multiplied by (termination liability percentage of 50%).

Example:The Customer terminates service on a DS3 with a $1,202.50 monthly charge after thirty (30) months of service, and has six (6) months remaining in the thirty-six (36) month term. The termination liability would be calculated as:

$1,202.50 X 6 X .50 = $3,607.50 termination liability charge. (N)

22. Pricing Flexibility Contract Offerings

22.215 Reserved for Future Use (T)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.215 Reserved for Future Use (Cont'd) (T)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.215 Reserved for Future Use (Cont'd) (T)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.215 Reserved for Future Use (Cont'd) (T)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.215 Reserved for Future Use (Cont'd) (T)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.215 Reserved for Future Use (Cont'd) (T)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.215 Reserved for Future Use (Cont'd) (T)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.215 Reserved for Future Use (Cont'd) (T)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.215 Reserved for Future Use (Cont'd) (T)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.215 Reserved for Future Use (Cont'd) (T)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.215 Reserved for Future Use (Cont'd) (T)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.215 Reserved for Future Use (Cont'd) (T)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.215 Reserved for Future Use (Cont'd) (T)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.215 Reserved for Future Use (Cont'd) (T)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.215 Reserved for Future Use (Cont'd) (T)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.215 Reserved for Future Use (Cont'd) (T)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.215 Reserved for Future Use (Cont'd) (T)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.215 Reserved for Future Use (Cont'd) (T)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.215 Reserved for Future Use (Cont'd) (T)

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22.215 Reserved for Future Use (Cont'd) (T)

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ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (N)

22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer

22.216.1 General Description

This Special Access Service Offer (Contract Offer No. 216) is an access discount pricing plan. This Contract Offer permits Customers who meet the Eligibility Criteria in Section 22.216.3, and the Terms and Conditions in Section 22.216.4, to purchase the Subject Services listed in Section 22.216.2 and to receive rates and charges as provided in Section 22.216.5. Subject Services are available under this Contract Offer in the Metropolitan Statistical Areas (MSAs) listed in Section 22.216.2 (B).

This Contract Offer is available for subscription from June 1, 2013 through July 1, 2013. This Contract Offer is not renewable.

22.216.2 Subject Services

(A) This Contract Offer applies to pricing flexibility qualified services (Subject Services) contained in the following tariff section: Ameritech Tariff F.C.C. No. 2, Sections 7 and 21 – DS1 High Capacity Service.

(B) Subject Services must be located in the MSAs for which the Telephone Company has been granted pricing flexibility relief, as listed in Ameritech Tariff F.C.C. No. 2, Section 21, and those listed in Table A, below. During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 21 or Table A, the Customer may, at its option, include Subject Services in those additional MSAs under this Contract Offer No. 216.

Table A

MSA	
Davenport/Rock Island/ Moline	IL
St. Louis	IL
Fort Wayne	IN
Youngstown-Warren	OH
Non-MSA	IN
Non-MSA	WI

(C) Subject Services must originate or terminate on a wireless carrier's network.

(N)

(This page filed under Transmittal No. 1793)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer (Cont'd)

22.216.2 Subject Services (Cont'd)

(D) Subject Services must terminate at a cell site which satisfies all of the following criteria: (i) is a site at which the Customer is purchasing Ethernet- based[1] service from the Telephone Company, having a Committed Information Rate of at least twenty (20) megabits per second (Mbps), and a term commitment of at least eighty-four (84) months, (ii) is in operation as of the Effective Date, and (iii) is not subject to any other contract offer dependent upon the purchase of Ethernet- based[1] services from the Telephone Company. Cell sites that meet these criteria are referred to in this Contract Offer as "Qualified Cell Sites."

(E) Subject Services may not be subject to any other contract offer as of the Effective Date of this Contract Offer. The Customer may not purchase Subject Services under this Contract Offer at any cell sites to which subject services (as defined under another Contract Offer) are provided under such other Contract Offer.

22.216.3 Eligibility Criteria

The Customer must meet the following Eligibility Criteria as of the date that this Contract Offer becomes effective (Effective Date):

(A) The Customer must have purchased interstate special access DS1 and DS3 services with total billed monthly recurring charges, net of discounts and credits, during the twelve (12) months prior to the Effective Date of this Contract Offer, of at least one hundred fifty million dollars ($150,000,000) from, collectively, the Telephone Company, The Southern New England Telephone Company, Pacific Bell Telephone Company, Southwestern Bell Telephone Company, BellSouth Telecommunications, LLC and Nevada Bell Telephone Company.

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[1] Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with specifically de-tariffed services are available at www.att.com/guidebook (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer (Cont'd)

22.216.3 Eligibility Criteria (Cont'd)

(B) The Customer must be operating, as of the Effective Date of this Contract Offer, no fewer than the minimum number and no more than the maximum number of Qualified Cell Sites within the Telephone Company's incumbent local exchange area in each of the MSAs listed in Table B, below.

Table B

MSA	**Minimum Number of Cell Sites in MSA**	**Maximum Number of Cell Sites in MSA**
Akron, OH	4	8
Anderson, IN	2	4
Appleton/Oshkosh/Neenah, WI	21	42
Battle Creek, MI	6	12
Bloomington, IN	5	10
Champaign/Urbana, IL	1	2
Chicago, IL	59	118
Cleveland-Lorain-Elyria, OH	4	8
Columbus, OH	12	24
Dayton-Springfield, OH	3	6
Detroit-Ann Arbor, MI	73	146
Eau Claire, WI	12	24
Evansville-Henderson, IN	2	4
Grand Rapids, MI	3	6
Green Bay, WI	7	14
Indianapolis, IN	11	22
Jackson, MI	11	22
Janesville-Beloit, WI	6	12
Kalamazoo, MI	6	12
Lansing-East Lansing, MI	15	30
Louisville, IN	4	8
Madison, WI	29	58
Milwaukee, WI	22	44
Non-MSA, IN	2	4
Non-MSA, WI	20	40
Peoria, IL	2	4
Rockford, IL	4	8
Saginaw-Bay City-Midland, MI	17	34
Sheboygan, WI	7	14
South Bend-Mishawaka, IN	4	8
Springfiled, IL	2	4
St. Louis, IL	12	24
Toledo, OH	6	12
Youngstown-Warren, OH	2	4

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer (Cont'd)

22.216.3 Eligibility Criteria (Cont'd)

(C) The Customer must be purchasing, as of the Effective Date of this Contract Offer, no fewer than the minimum number and no more than the maximum number of DS1 special access circuits from the Telephone Company within each of the MSAs listed in Table C, below, each of which terminate at Qualified Cell Sites.

Table C

MSA	**Minimum Number of DS1 special access circuits in MSA**	**Maximum Number of DS1 special access circuits in MSA**
Akron, OH	4	24
Anderson, IN	2	12
Appleton/Oshkosh/Neenah, WI	21	126
Battle Creek, MI	6	36
Bloomington, IN	5	44
Champaign/Urbana, IL	1	7
Chicago, IL	59	354
Cleveland-Lorain-Elyria, OH	4	46
Columbus, OH	12	106
Dayton-Springfield, OH	3	47
Detroit-Ann Arbor, MI	73	438
Eau Claire, WI	12	72
Evansville-Henderson, IN	2	24
Grand Rapids, MI	3	61
Green Bay, WI	7	48
Indianapolis, IN	11	161
Jackson, MI	11	66
Janesville-Beloit, WI	6	36
Kalamazoo, MI	6	38
Lansing-East Lansing, MI	15	90
Louisville, IN	4	24
Madison, WI	29	174
Milwaukee, WI	22	169
Non-MSA, IN	2	24
Peoria, IL	2	12
Rockford, IL	4	24
Saginaw-Bay City-Midland, MI	17	102
Sheboygan, WI	7	42
South Bend-Mishawaka, IN	4	24
Springfield, IL	2	12
St. Louis, IL	12	72
Toledo, OH	6	75
Youngstown-Warren, OH	2	27

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer (Cont'd)

22.216.3 Eligibility Criteria (Cont'd)

(D) The Customer must be purchasing, as of the Effective Date, Ethernet[1] Services at no fewer than ten thousand (10,000) Qualified Cell Sites from, collectively, the Telephone Company, The Southern New England Telephone Company, Pacific Bell Telephone Company, Southwestern Bell Telephone Company, BellSouth Telecommunications, LLC and Nevada Bell Telephone Company.

(E) During the twelve (12) months prior to the Subscription Date, the Customer must have purchased long distance voice services from an affiliate of the Telephone Company, including, but not limited to, ABN/OneNet,[2] representing aggregate recurring billed revenues of no less than one hundred fourteen million dollars ($114,000,000) during those twelve (12) months, after applicable discounts, credits and adjustments.

22.216.4 Terms and Conditions

(A) Term Period
The term of this Contract Offer (Term Period) commences on the date the Telephone Company receives the signed Letter of Subscription (LOS) from the Customer (Subscription Date), and ends on December 1, 2020. Upon expiration or termination of the Term Period, all Subject Services shall be provided according to the prevailing monthly extension rates in Ameritech Tariff F.C.C. No. 2, Section 21.5.2.6.1 and 7.5.9, unless:
(i) The Customer selects an applicable Term Pricing Plan/Optional Payment Plan; or
(ii) Either Party disconnects the Subject Services in a manner consistent with Ameritech Tariff F.C.C. No. 2, Section 21.5.2.

(B) Grandfathering or Sunsetting of Subject Services
Notwithstanding anything to the contrary in this Contract Offer, this Contract Offer shall not prevent the Telephone Company from limiting or precluding new purchases or reconfigurations of Subject Services, or from terminating the provision of Subject Services entirely, prior to the end of the Term Period to the extent permitted by applicable law. Any such changes will be implemented by amending the applicable tariff sections.

(C) General Terms and Conditions
(1) Subject Services are subject to certain rates, charges and general terms and conditions described in Ameritech Tariff F.C.C. No. 2, Sections 2, 5, 7, 13 and 21, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the terms and conditions of this Contract Offer. If any provision of this Contract Offer conflicts with any otherwise applicable provisions of Ameritech Tariff F.C.C. No. 2, Sections 2, 5, 7, 13 or 21, this Contract Offer shall govern over the conflicting provision.

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[1] Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with specifically de-tariffed services are available at www.att.com/guidebook

[2] ABN/OneNet services are provided on a contractual basis outside of the tariff, including all terms and conditions. Rates, terms and conditions associated with ABN/OneNet services are available at http://new.serviceguide.att.com/ (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer (Cont'd)

22.216.4 Terms and Conditions (Cont'd)

(A) General Terms and Conditions (Cont'd)

(2) All terms and conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.

(3) During the Term Period, the Customer (including any of its affiliates) may not order or purchase any Subject Service (including the continuing purchase of any service previously ordered) which is subject to any other: (i) contract offer, (ii) pricing flexibility contract offer containing a revenue commitment or revenue objective (*e.g.,* Minimum Annual Revenue Commitment (MARC), Quarterly Revenue Objective (QRO)), or volume commitment in which Subject Service revenue from this Contract Offer is eligible to be included, unless such other contract offer specifically refers to this Contract Offer, (iii) promotional offering, or (iv) any other discount plan or agreement, except as expressly provided in the above.

(4) To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company, which must include a list of eligible Access Customer Name Abbreviations (ACNAs) under which the Customer may purchase Subject Services pursuant to this Contract Offer. The LOS will also include a list of all Qualified Cell Sites at which the Customer may purchase Subject Services. The Contract Offer will not apply to services purchased under, or transferred from, other ACNAs, or services purchased for other cell sites.

(5) All Subject Services must be ordered under the Optional Payment Plan ("OPP"), as described in Section 21 of Ameritech Tariff F.C.C. No. 2, under the longest term commitment available at the time of the Customer's order, or at month-to-month rates if no OPP rate is available at the time of the Customer's order. This ordering requirement is for administrative purposes only, to assure the proper provisioning and billing of Subject Services. Subject Services will not be subject to any term commitment or termination liability charges as provided in Section 21, or to any other ordering obligations inconsistent with this Contract Offer. Rates and charges for Subject Services shall include credits provided under Section 22.216.5 of this Contract Offer.

(6) Termination Liability charges shall not apply to the conversion to this Contract Offer of any Subject Service previously provided pursuant to Ameritech Tariff F.C.C. No. 2. (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer (Cont'd)

22.216.4 Terms and Conditions (Cont'd)

(B) General Terms and Conditions (Cont'd)

(7) The Customer may disconnect any Subject Service without termination liability charges unless Customer has an uncured material breach of this Contract Offer or of any other applicable tariff provision with respect to such Subject Services. The Telephone Company will initially bill such termination liability charges. Following receipt of any invoice containing termination liability charges subject to this Contract Offer, the Customer will identify those termination liability charges associated with Subject Services under this Contract Offer. The Telephone Company will then review the termination liability charges identified by the Customer and will issue credits to offset those termination liability charges eligible subject to this provision. If the Telephone Company terminates any Subject Service as a result of the Customer's uncured material breach of this Contract Offer or of any other applicable tariff provision, termination liability charges shall apply in the amount of (i) fifty percent (50%) of the discounted Monthly Recurring Charges ("MRCs") applicable to the terminated Subject Services, net of all credits provided for in this Contract Offer, multiplied by (ii) the number of calendar months, or fractions thereof, remaining in the Term Period following the effective date of the termination.

22.216.5 Rates and Charges

(A) The Customer may purchase Subject Services at those Qualified Cell Sites at which Customer has purchased Ethernet-based[1] services from the Telephone Company at a fixed MRC of one hundred eight ($108) dollars per month for each Subject Service that is multiplexed and connects to a Telephone Company special access interoffice transport service purchased by the Customer. The Telephone Company will initially bill the Customer according to the otherwise applicable OPP or month-to-month MRCs. The Customer will then be credited in an amount equal to the difference between the OPP or month-to-month MRCs and the rates in Table D, below. Credits will be applied monthly in arrears. Taxes, if applicable, will be charged on the OPP or month-to-month MRCs, but will not be included in the credits applied to the Customer's bill.

Table D

Rate Element	**USOC**	**MRC**
Local Distribution Channel- Per Point of Termination	TZ4X1-TZ4X5	$108 (Net Bundled Rate)
Channel Mileage Termination	CZ4X1-CZ4X5	
Channel Mileage- per mile	1YZX1-1YZX5	

[1] Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with specifically de-tariffed services are available at www.att.com/guidebook (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer (Cont'd)

22.216.5 Rates and Charges (Cont'd)

(A) For any billing period in which a Subject Service is not so multiplexed and connected as required by Section 22.216.5 (A), the Telephone Company will debit the Customer's invoice for an additional seventeen dollars ($17) for each such Subject Service.

(B) The fixed monthly charge includes average Variable Mileage, per Subject Service, for all Subject Services purchased under this Contract Offer, not to exceed nine (9) miles. The Telephone Company will review the Variable Mileage associated with Subject Services no more frequently than twice during each period of twelve (12) consecutive months of the Term Period, beginning with the Subscription Date. If, upon such review, the Telephone Company determines that Variable Mileage for Subject Services exceeds an average of nine (9) miles per Subject Service, the Telephone Company will bill the Customer for all Variable Mileage in excess of nine (9) miles per Subject Service by applying the charges in Tariff Section 21, as applicable to the OPP under a sixty (60) month term commitment plan.

(D) If the Telephone Company is unable to bill for Subject Services at the discounted rate as described in Section 22.216.5.(A), the Telephone Company will bill the Customer on a monthly basis the otherwise applicable tariff rates applicable to the OPP or month-to-month MRCs. Each calendar quarter, beginning with the first full calendar month (including and pro-rated credits from the Effective date to the first full calendar month) after the Effective Date, the Telephone Company will calculate and issue to the Customer a credit equal to the difference between the rates set forth in Section 22.216.5 and the rates initially billed.

(E) All non-recurring charges (excluding Expedite charges listed below) will be waived for Subject Services added to this Contract Offer. The waiver is not applicable to Special Construction charges, or to the Expedite Charges that may be applicable.

Charge Type	Description	USOC	Rate	Rate Regulation
Expedite	DS1 Expedited Service Interval (6 days)	EODXV	$525.00	5.2.2(D)
Expedite	DS1 Expedited Service Interval (5 days)	EODXT	$575.00	
Expedite	DS1 Expedited Service Interval (4 days)	EODXR	$625.00	
Expedite	DS1 Expedited Service Interval (3 days)	EODXP	$675.00	
Expedite	DS1 Expedited Service Interval (2 days)	EODWO	$1,500.00	
Expedite	DS1 Expedited Service Interval (1 days)	EODWN	$2,000.00	
Expedite	DS1 Expedited Service Interval (0 days)	EODWM	$2,500.00	

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer (Cont'd)

22.216.5 Rates and Charges (Cont'd)

(F) Taxes and Surcharges. Rates and charges set forth in this Contract Offer are exclusive of, and the Customer will pay, all current and future taxes and fees (but excluding taxes or fees imposed on gross receipts of general commercial businesses, net income, corporate franchise, property/ad valorem, payroll/employment, capital stock or net worth tax and the right to do business, i.e., license taxes or fees) relating to the sale, transfer of ownership, installation, license, use or provision of the Subject Services, and other applicable governmentally-established surcharges and similar charges, which the Telephone Company is permitted by applicable law to pass through to the Customer, including, without limitation, Universal Service Fund surcharges (and any associated interest and penalties resulting from the Customer's failure to timely pay such taxes or similar charges), except to the extent the Customer submits and maintains a reasonably acceptable to the Telephone Company exemption certificate covering all of the Subject Services and/or provides satisfactory proof of a valid tax exemption for the Subject Services.

22.216.6 Assignment/Transfer

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

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

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

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

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

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer (Cont'd)

22.216.6 Assignment/Transfer (Cont'd)

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.216.6 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.216.7 Mergers and Acquisitions

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

22.216.8 De-Tariffing of Subject Services

If, at any time during the Term Period, the Subject Services available under this Contract Offer are voluntarily or involuntarily de-tariffed by the Telephone Company, in whole or in part, pursuant to a statutory change, order or requirement of a governmental or judicial authority of competent jurisdiction, the rates, and Terms and Conditions for Subject Services provided under this Contract Offer will remain in full force and effect for the remainder of the unexpired Term Period. (N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings

22.217 Contract Offer No. 217

22.217.1 General Description

DS3 Service Offer (Contract Offer No. 217) is an access discount pricing plan that allows the Customers that meet the Eligibility Criteria in Section 22.217.3 and the Terms and Conditions in Section 22.217.4 to obtain credits for DS3 Subject Services, as described in Section 22.217.2.

Contract Offer No. 217 is available for subscription from October 22, 2013 through November 21, 2013. This Contract Offer is not renewable.

22.217.2 Subject Services

(A) Contract Offer No. 217 applies to the following pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Ameritech Operating Companies Tariff F.C.C. No 2, Sections 7.2.9 and 21.5.2.7 - DS3 Service.

(B) All Subject Services must have been in service prior to the effective date of this contract offer.

(C) Subject Services must be located in the following Metropolitan Statistical Area (MSA): Detroit/Ann Arbor, MI.

(C) The Subject Services must be configured as follows:

(1) ‘A’ location must be cross connected to the Customer’s Ameritech Central Office Interconnection (ACOI);

(2) ‘Z’ location must be multiplexed by the Telephone Company (DS3 to DS1); and

(3) Channel Mileage must be at least one (1) mile, but not greater than twenty (20) miles.

22.217.3 Eligibility Criteria

The Customer must have established an ACOI, as provided in Section 16.1, in at least one central office within the Detroit/Ann Arbor, MI MSA. (N)

(N)

22. Pricing Flexibility Contract Offerings

22.217 Contract Offer No. 217

22.217.4 Terms and Conditions

(A) Term Period

The Contract Offer (Term Period) is sixty (60) months, commencing on the date the Telephone Company receives a signed Letter of Subscription (LOS) from the Customer (Subscription Date).

Upon expiration of the Term Period or termination of this Contract Offer, the Subject Services shall be converted to the prevailing applicable monthly (extension) rates, described in Section 21.5.2.7, unless the Customer selects an available payment plan, described in Section 7.4.10, or disconnects the Subject Services.

(B) To subscribe to this Contract Offer, the Customer must submit a signed LOS to the Telephone Company. The LOS must identify all Access Customer Name Abbreviations (ACNAs) that the Customer designates for inclusion in this Contract Offer (Eligible ACNAs). Services ordered or purchased under other ACNAs may not be transferred to, or converted for inclusion under, this Contract Offer.

(C) Subject Services, described in Section 22.217.2, are subject to certain rates, charges and general terms and conditions described in Ameritech Operating Companies Tariff F.C.C. No 2, Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer.

(D) Grandfathering or Sunsetting of Subject Services

Notwithstanding anything to the contrary in this Contract Offer, this Contract Offer shall not prevent the Telephone Company from limiting or precluding new purchases or reconfigurations of Subject Services, or from terminating the provision of Subject Services entirely, prior to the end of the Term Period to the extent permitted by applicable law. Any such changes will be implemented by amending the applicable tariff sections.

(E) If, prior to the effective date of this Contract Offer, the Customer purchased “Subject Services” pursuant to Contract Offer No. 128 (as “Subject Services” are defined in that contract offer), the Customer must renew at least ninety (90) percent of such Subject Services under this Contract Offer. Each such Subject Service must be renewed pursuant to a sixty (60) month Optional Payment Plan (OPP) (the “Service Term”), as described in Ameritech Tariff F.C.C. No. 2, Section 7.4.10. (N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings

22.217 Contract Offer No. 217

22.217.4 Terms and Conditions (Cont'd)

(F) Upon completion of the applicable Service Terms, Subject Services will be provided at the prevailing monthly extension rates applicable to the OPP, as provided in Ameritech Tariff F.C.C. No. 2, Section 7 or 21, or if there are no monthly extension rates, then at the rates applicable to the shortest available term, unless the Customer disconnects the services or chooses another applicable rate.

(G) Subject Services shall not be included in any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement, unless expressly permitted by such other pricing flexibility contract offer or other arrangement.

(J) Commingling is defined in Ameritech Tariff F.C.C. No. 2, Section 2.6. Commingling of Subject Services provided pursuant to this Contract Offer is prohibited.

22.217.5 Rates and Charges

(A) The Telephone Company will initially bill the Customer according to the applicable sixty (60) month OPP Monthly Recurring Charges ("MRCs"). The Customer will then be credited in an amount equal to the difference between the OPP rate and the rates for the DS3 rate elements listed in Table A, below. Credits will be applied monthly in arrears. Taxes, if applicable, will be charged on the OPP MRC rates, but will not be included in the credits applied to or otherwise affected by the credits applied to the Customer's bill.

Table A

Rate Element	**USOC**	**MRC**
Central Office MUX		
Zone 1	QM3X1	$450.00
Zone 2	QM3X2	$459.00
Zone 3	QM3X3	$475.00
Zone 4	QM3X4	$500.00
Zone 5	QM3X5	$510.00
Channel Mileage Termination per termination- all zones		
Channel Mileage from 1 to 5 miles	CZ4X*	$180.00
Channel Mileage from 6 to 10 miles	CZ4X*	$192.50
Channel Mileage from 11 to 15 miles	CZ4X*	$205.00
Channel Mileage from 16 to 20 miles	CZ4X*	$217.50
Channel Mileage all zones	1YZX*	$0.00

*Zones 1-5

Any rate elements not described herein will be subject to the applicable tariff rates provided in Sections 21.5.2.7. (N)

(This page filed under Transmittal No. 1802)

22. Pricing Flexibility Contract Offerings

22.217 Contract Offer No. 217

2.217.6 Assignment/Transfer

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee’s or transferee’s credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.217.6 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.217.7 Mergers and Acquisitions

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

(N)

purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings

22.217 Contract Offer No. 217

22.217.8 Termination

Termination liability, as described below, applies in lieu of termination liability as described in Ameritech Tariff F.C.C. No. 2. If the Customer terminates any Subject Service purchased under this Contract Offer before the completion of the Term Period for any reason (other than a material default by the Telephone Company), or if the Telephone Company terminates this Contract Offer due to the Customer’s material breach of any provision of this Contract Offer or any other applicable tariff, the Customer must pay the Telephone Company termination liability charges described below.

(A) If the Customer terminates this Contract Offer, or is not in compliance with all provisions of this Contract Offer, the Customer will be liable for a termination charge, which shall be equal to $20,250 per month for the balance of the Term Period, and will be calculated as follows:

$20,250 x (months remaining in Term Period) = Termination Charge

Example: If the Contract Offer is terminated after fifty (50) months and has ten (10) months remaining in the sixty (60) month Term Period, the termination charge would be calculated as:

$20,250 X 10 months = $202,500 Termination Charge

(B) If the Customer terminates rates elements or Subject Services provided under this Contract Offer prior to the completion of their Service Terms, but does not terminate the entire Contract Offer, the Customer will be liable for a termination charge which shall be equal to fifty (50) percent of the MRC for the rate elements or Subject Services that were terminated, for the balances of their Service Terms, and will be calculated as follows:

(MRC) multiplied by (months remaining in Service Term) multiplied by (termination liability percentage of 50%) = Termination Charge

Example: If the rate element or Subject Service has a $450 MRC and is terminated after thirty-six (36) months, and has twenty-four (24) months remaining in a sixty (60) month Service Term, the termination charge would be calculated as:

($450 X 24 months) x 50% = $5,400 Termination Charge (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (N)

22.218 Contract Offer No. 218 – DS1 and DS3 Service Offer (N)

22.218.1 General Description (N)

The Special Access Service Offer (Contract Offer No. 218, or Contract Offer) is a Service Level Agreement offer for which concurrent subscription is required to this Contract Offer and the following Access Tariffs: Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Contract Offer No. 188; Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, Contract Offer No. 32; Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Contract Offer No. 168; and BellSouth Telecommunications, LLC (BellSouth) Tariff F.C.C. No. 1, Contract Offer No. 83 (collectively, with this Contract Offer No. 218, the “Concurrently Subscribed Contract Offers”). BellSouth, NBTC, PBTC, SWBT and the Telephone Company may be identified as the “Qualified Companies.” (Nx)

This Contract Offer permits Customers that meet the Eligibility Criteria in Section 22.218.3 and otherwise comply with the terms and conditions of this Contract Offer to receive credits as provided in Section 22.218.5 below. Subject Services are available under this Contract Offer in the Metropolitan Statistical Areas (MSA) listed in Section 22.218.2 (B). (N)

This Contract Offer is available for subscription from October 18, 2014 through November 18, 2014. This Contract Offer is not renewable.

22.218.2 Subject Services

(A) This Contract Offer applies to pricing flexibility qualified services contained in the following tariff section: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Sections 7 and 21 – DS1 High Capacity Service and DS3 High Capacity Service (Subject Services).

(B) Subject Services must be located in the Pricing Flexibility MSAs for which the Telephone Company has been granted pricing flexibility relief, as listed in Ameritech Tariff F.C.C. No. 2, Section 21 and in the Pricing Flexibility Phase I MSAs listed in Table A, below. During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 21 at the time of subscription, the Customer may, at its option, include Subject Services eligible for the discounts under this Contract Offer No. 218. Pricing Flexibility Phase I MSAs are listed below:

x – Issued under the Authority of Special Access No. 14-013 of the F.C.C. (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.218 Contract Offer No. 218 – DS1 and DS3 Service Offer (Cont'd)

22.218.2 Subject Services (Cont'd)

(B) (Cont'd)

Table A

State	City
IL	Davenport/Rock Island/Moline
IL	St. Louis
IN	Fort Wayne
IN	Non-MSA
OH	Youngstown-Warren
WI	Non-MSA

22.218.3 Eligibility Criteria

To subscribe to Contract Offer No. 218, the Customer must meet the following eligibility criteria:

(A) During the twelve (12) months prior to the Customer's subscription to this Contract Offer, the Customer must have purchased Subject Services and other services from the Qualified Companies and any of their affiliates, in the aggregate, for which recurring charges exceeded $400,000,000.

(B) During the month prior to the Customer's subscription to this Contract Offer, the Customer must have the following Subject Services in service:

(1) No fewer than twenty eight hundred (2,800) and no more than thirty two hundred (3,200) DS3 interstate special access circuits from the Qualified Companies.

(2) No fewer than forty four thousand hundred (44,000) and no more than forty eight thousand (48,000) DS1 special access circuits from the Qualified Companies. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.218 Contract Offer No. 218 – DS1 and DS3 Service Offer (Cont'd)

22.218.4 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) shall begin on the date the Customer submits a signed Letter of Subscription (LOS) to the Telephone Company (Subscription Date) and expire on June 20, 2016. Each period of twelve (12) months, beginning from the Subscription Date, is referred to as a "Term Year." As clarification, but not to modify the foregoing sentence, the period from the second anniversary of the Subscription Date through June 20, 2016, shall not be considered a Term Year.

(B) General Terms and Conditions

(1) Subject Services are subject to certain rates, charges and general terms and conditions in other sections of Ameritech Tariff F.C.C. No. 2, (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services), and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. However, such tariff modifications will not change the Terms and Conditions described in Contract Offer No.218.

(2) All terms and conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.

(3) To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company, which must include a list of eligible Access Customer Name Abbreviations (ACNAs). All Subject Services under this Contract Offer must be purchased under such ACNAs. Subject Services ordered or purchased under other ACNAs may not be transferred to or converted for inclusion under this Contract Offer.

(4) Commingling (as defined in Ameritech Tariff F.C.C. No. 2, Sections 2.6) of Subject Services provided pursuant to this Contract Offer No. 218 is prohibited. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.218 Contract Offer No. 218 – DS1 and DS3 Service Offer (Cont'd)

22.218.5 Service Level Assurance

(A) Service Level Assurance (SLA). The Customer may be eligible for credits if certain Service Level Assurance (SLA) benchmarks are not achieved by the Qualified Companies, as provided below. SLA benchmark measurements will be calculated in the aggregate, for all DS1, DS3 and SONET[1] interstate special access services provided by the Qualified Companies during each Term Year (SLA Included Services). SLA benchmark measurements will be calculated according to the Qualified Companies generally applicable business rules and criteria associated with each of the SLA benchmark measurements. The SLA benchmarks will apply to SLA Included Services on a combined basis. SLAs will apply to the following service performance measurements:

(1) Mean Time to Repair (MTTR). "Mean Time to Repair" means the sum of the "Receipt to Restore Durations" of "Total Trouble Reports" divided by the number of Total Trouble Reports. "Total Trouble Reports" means all closed Customer trouble reports. "Receipt to Restore Duration" means the number of minutes (converted to hours) from the date and time each such trouble report is received by the Qualified Companies to the date and time each such trouble report is closed.

(2) On Time Delivery. "On Time Delivery" means the percentage of "A" (add) orders for which the Firm Order Confirmation (FOC) Committed Due Date (CDD) was met. This measurement excludes any orders for which a due date was not met due to Customer Not Ready (CNR) or other delays not caused by the Telephone Company.

(3) New Circuit Failure Rate. "New Circuit Failure Rate" means the percentage of total new circuits that are subject to trouble reports within thirty (30) calendar days after the date of installation.

(4) Repeat Reports within 30 Days. "Repeat Reports within 30 Days" means the percentage of closed trouble reports for any circuit that are received within thirty (30) calendar days after the restoral date of a prior closed trouble report for the same circuit.

[1] AT&T Interstate Access Guidebook Part 6 – Special Access Services Midwest Section 21.3. Optical Carrier Network (OCN) Point-to-Point, Dedicated SONET Ring Service (DSRS), GigaMAN®, DecaMAN®, WaveMAN^{SM} , OPT-E-MAN Service and AT&T Switched Ethernet Services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.218 Contract Offer No. 218 – DS1 and DS3 Service Offer (Cont'd)

22.218.5 Service Level Assurance (Cont'd)

(A) SLA Measurements and Benchmarks. If the Qualified Companies fail to achieve the benchmarks set forth in Table B, below, the Customer will be eligible for SLA Credits as provided in Section 22.218.5(C), below. These SLA Credits are subject to the same limitations and exclusions that apply to credit allowances for service interruptions, as provided in Section 2.4.4(C) of this Ameritech Tariff F.C.C. No. 2.

Table B SLA Measurements and Benchmarks

Measurement	Benchmark
MTTR	≤ 4.5 hours
On Time Delivery	95%
New Circuit Failure Rate	4.5%
Repeat Reports within 30 Days	14.5%

(C) SLA Credits. Within ninety (90) days after the end of each Term Year, the Qualified Companies will provide the Customer with a report of performance for the SLA benchmarks set forth in this Contract Offer. If the Qualified Companies fail to achieve the benchmarks, the Qualified Companies will issue SLA Credits to the Customer as set forth in Table C, below (SLA Credits). A single SLA Credit will apply per SLA benchmark, per Term Year, for the Qualified Companies in the aggregate. Any SLA Credits will be issued to the Customer within ninety (90) days after the end of each Term Year.

Table C—SLA Performance Credits

Measurement	Credit if Benchmark Not Achieved Met
MTTR	$50,000
On Time Delivery	$50,000
New Circuit Failure Rate	$50,000
Repeat Reports within 30 Days	$50,000

For each SLA benchmark the Qualified Companies fail to achieve, the Qualified Companies will issue an SLA Credit of $50,000. A maximum of $200,000 in SLA Credits may apply for any Term Year. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.218 Contract Offer No. 218 – DS1 and DS3 Service Offer (Cont'd)

22.218.6 Assignment/Transfer

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsections (A) or (B) of this Section 22.218.6 is not available, the Qualified Companies shall exercise their reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available. (N)

(This page filed under Transmittal No. 1816)

Issued: October 17, 2014
Effective: October 18, 2014

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.218 Contract Offer No. 218 – DS1 and DS3 Service Offer (Cont'd)

22.218.7 Mergers and Acquisitions

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

22.218.8 Divestiture of a Qualified Company

If all or substantially all of the stock or assets of any Qualified Company are transferred, directly or indirectly, to any entity that does not control, is not controlled by, or is not under common control with AT&T Inc. (any of which may be generally referred to as a sale), then effective upon the "Divestiture Date" of the transaction (as defined in this paragraph), Section 5 of each of the Concurrently Subscribed Contract Offers shall no longer apply to any Qualified Company subject to such a sale, and services provided by any Qualified Company subject to such a sale shall no longer be included in the determination of SLA measurements and benchmarks. Section 5 of each of the Concurrently Subscribed Contract Offers shall otherwise continue to apply according to its terms and conditions. "Divestiture Date" means the date that the relevant transaction is complete. (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (N)

22.219 Contract Offer No. 219 – Access Service Offer (N)

22.219.1 General Description (N)

The Special Access Service Offer (Contract Offer No. 219) is a Minimum Annual Revenue Commitment attainment plan for which concurrent subscription is required to this Contract Offer and the following Access Tariffs: Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Contract Offer No. 169, Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Contract Offer No. 189; BellSouth Telecommunications LLC (BellSouth) Tariff F.C.C. No. 1, Contract Offer No. 84; and Nevada Bell Telephone Company (NBTC) Tariff F.C.C No. 1, Contract Offer No. 33 (collectively, with this Contract Offer No. 219, referred to as the "Concurrently Subscribed Contract Offers". BellSouth, NBTC, PBTC, and SWBT, together with the Telephone Company, shall be identified herein as the "Qualified Companies." (Nx)

The Concurrently Subscribed Contract Offers allow the Customer to qualify for certain credits based on its attainment of a "Minimum Annual Revenue Commitment" or "MARC," as described in Section 22.219.5, below. The MARC consists of certain recurring revenue from "Contributory Services," as defined in Section 22.219.2, below, that the Customer purchases from the Qualified Companies. (N)

Contract Offer No. 219 will be available for subscription only from October 29, 2014 through November 29, 2014. This Contract Offer is not renewable.

22.219.2 Subject and Non-Subject Services

"MARC-Eligible Services" under the Concurrently Subscribed Contract Offers are Subject Services, listed in Table A, below, and Non-Subject Services, listed in Table B, below, provided by the Telephone Company and located within the operating territories of the Qualified Companies, as well as "Subject Services" and "Non-Subject Services" as defined in the other Concurrently Subscribed Contract Offers.

(A) Subject Services

(1) Subject Services are pricing flexibility-qualified access services and associated rate elements, as identified in Table A, below.

Table A – Subject Services

Category	Services Included
Interstate Special Access Located in Pricing Flexibility Metropolitan Statistical Areas (MSAs)	DS1 and DS3, except for any rate elements not subject to pricing flexibility

x – Issued under the Authority of Special Permission No. 14-021 of the F.C.C. (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.219 Contract Offer No. 219 – Access Service Offer (Cont'd)

22.219.2 Subject and Non-Subject Services (Cont'd)

(A) Subject Services (Cont'd)

(2) Subject Services must be located in the Pricing Flexibility MSAs where the Telephone Company has been granted Phase II pricing flexibility, as listed in Ameritech Tariff F.C.C. No. 2, Section 21, and those additional MSAs listed below. During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs, the Customer may, at its option, include Subject Services in those additional MSAs as eligible for the discounts under this Contract Offer.

Additional MSAs: Chicago IL, Peoria IL,
Anderson IN, Evansville/Henderson IN,
Indianapolis IN, Battle Creek MI, Detroit/Ann Arbor MI, Kalamazoo, MI, Toledo MI, Akron OH, Cleveland/ Lorain/Elyria OH, Dayton OH, Toledo OH, Eau Claire WI, Kenosha, WI

(3) Subject Services ordered and purchased by the Customer prior to its subscription to this Contract Offer will be referred to as "Existing Subject Services."

Subject Services that were not being purchased from the Telephone Company prior to its subscription to this Contract Offer will be referred to as "New Subject Services."

(B) Non-Subject Services
Non-Subject Services are listed in Table B, below.

TABLE B- Non-Subject Services will be included in calculations related to the "Minimum Annual Revenue Commitment," as defined in Section 22.219.1, but are not otherwise subject to this Contract Offer.

Category	Service[1]
Interstate Special Access Services	Optical Ethernet Metropolitan Area Network (OPT-E-MAN®), AT&T Switched Ethernet^{SM} Service
Intrastate Special Access and/or Equivalent Non-Switched Exchange Services (Excluding Private Line Services)	DS1, DS3, Optical Ethernet Metropolitan Area Network (OPT-E-MAN®), AT&T Switched Ethernet Service
AT&T Corp.	AT&T OPT-E-WAN® Virtual Private LAN Service (VPLS)

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[1] Interstate Opt-E-MAN® and AT&T Switched Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been

(N)

de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.219 Contract Offer No. 219 – Access Service Offer (Cont'd)

22.219.2 Subject and Non-Subject Services (Cont'd)

(C) All terms and conditions for those Subject Services and Non-Subject Services that are tariffed are governed by their respective tariff sections, except as noted in this Contract Offer with respect to Subject Services. All terms and conditions for those Non-Subject Services that are not tariffed are governed by the applicable guidebooks, service guides or contracts.

(D) Subject Services and Non-Subject Services shall also include any similar or successor services which are provided by the Qualified Companies and which were not available as of the effective date of this Contract Offer.

22.219.3 Eligibility Criteria

The following Eligibility Criteria apply to this Contract Offer:

(A) The Customer must have a minimum of 6,773 interstate special access DS1 circuit and 914 interstate special access DS3 circuits in service with the Qualified Companies, as of the effective date of this Contract Offer.

(B) The Customer must have purchased interstate special access DS1 and DS3 services from the Qualified Companies for which aggregate monthly recurring charges were not less than $1,748,890 (net of any applicable discounts and credits) for the month immediately prior to the effective date of this Contract Offer.

(C) The Customer must have been purchasing a minimum of seventy-five percent (75%) of its DS1 and DS3 interstate special access circuits under either 5-year or 7-year term commitments, in aggregate, including purchases from all of the Qualified Companies, during the last six months prior to the Subscription Date of this Contract Offer (as defined in Section 22.219.4.B, below). DS1 and DS3 interstate special access circuits will be considered separately.

Example: If the Customer purchased more than seventy-five percent (75%) of its DS1 interstate special access circuits subject to 5-year term commitments, in the aggregate from all of the Qualified Companies, the Customer would be eligible to order and purchase DS1 Subject Services under this Contract Offer at five-year rates.

Example: If the Customer purchased more than seventy-five percent (75%) of its DS1 interstate special access circuits subject to 7-year term commitments, in the aggregate from all of the Qualified Companies, the Customer would be eligible to order and purchase DS1 Subject Services under this Contract Offer at seven-year rates. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.219 Contract Offer No. 219 – Access Service Offer (Cont'd) (N)

22.219.3 Eligibility Criteria (Cont'd) (N)

(A) The Customer must concurrently subscribe to following Contract Offers: (Nx)

(1) Ameritech Tariff F.C.C No. 2, Contract Offer No. 219;
(2) BellSouth Tariff F.C.C. No. 1, Contract Offer No. 84;
(3) NBTC Tariff F.C.C. No. 1, Contract Offer No. 33;
(4) PBTC Tariff F.C.C. No. 1, Contract Offer No. 169; and
(5) SWBT Tariff F.C.C. No. 73, Contract Offer No. 189;

(Nx)

22.219.4 General Terms and Conditions (N)

The following General Terms and Conditions apply to this Contract Offer No. 219:

(A) Subscription

To subscribe to Contract Offer, the Customer must submit Letters of Subscription (LOS) to the Qualified Companies. The Customer must provide, at the time of subscription, all Access Customer Name Abbreviations (ACNAs) that the Customer designates for inclusion in the Concurrently Subscribed Contract Offers for itself and any of its "Affiliates" that may purchase service pursuant to the Concurrently Subscribed Contract Offers (hereafter referred to as "Eligible ACNAs").

Services ordered or purchased under other ACNAs may not be transferred to, or converted for inclusion under, the Concurrently Subscribed Contract Offers, unless otherwise agreed in writing by the parties.

(A) Term Period
The term of this Contract Offer (Term Period) will begin on the first day of the first calendar month following the date the Qualified Companies receive signed Letters of Subscription (LOS) from the Customer (that date to be referred to as the "Subscription Date"), and will continue for sixty (60) months. Each period of twelve (12) consecutive months during the Term Period, beginning from the Subscription Date, shall be referred to as a Term Year. Each period of three (3) consecutive months during the Term Period, beginning from the Subscription Date, shall be referred to as a Quarter. Upon expiration of the Term Period, Subject Services will be provided at the prevailing month-to-month rates as provided in Ameritech Tariff F.C.C. No. 2, Sections 7 or 21, or if there are no month-to-month rates, then at the rates applicable to the shortest available term, unless the Customer disconnects the services or chooses another applicable rate. Notwithstanding anything to the contrary in this Section 22.219(B), all Service Terms are subject to termination pursuant to Sections 22.219.4(F) and 22.219.4(G), below. (N)

x – Issued under the Authority of Special Permission No. 14-021 of the F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.219 Contract Offer No. 219 – Access Service Offer (Cont'd)

22.219.4 General Terms and Conditions (Cont'd)

(A) Service Term

Subject Services must be ordered and purchased subject to the Term Period applicable to either DS1 or DS3 service, respectively, under this Contract Offer, as provided in Section 22.219.3(C) (in either case, referred to as the Service Term). Customer shall order any New Subject Services under this Contract Offer by submitting an ASR, including the PNUM of this Contract Offer to the Telephone Company. Customer may convert any Existing Subject Services to this Contract Offer either: (1) by submitting one or more ASRs, including the PNUM of this Contract Offer, to the Telephone Company, or (2) by requesting a bulk conversion project, to be coordinated by the Telephone Company. In either case, Existing Subject Services must begin a new service term upon conversion to this Contract Offer. Termination liability charges will not apply as a result of such conversion.

Upon expiration of the Service Term or upon termination of the Term Period as described in Section 22.219.4(G), below, Subject Services will be provided at the prevailing month-to-month rates as provided in Ameritech Tariff F.C.C. No. 2, Sections 7 or 21, or if there are no month-to-month rates, then at the rates applicable to the shortest available term, unless the Customer disconnects the services or chooses another applicable rate. Notwithstanding anything to the contrary in this Section 22.219.4(C), all Service Terms are subject to termination pursuant to Section 22.219.4(G), below.

(D) Commingling of Subject Services is defined in Ameritech Tariff F.C.C. No. 2, Section 2.6. During the Term Period, the Customer may not at any time be obtaining from the Qualified Companies a greater number of Subject Services that are commingled with one or more unbundled network elements than the number of such Subject Services in place as of the Subscription Date.

(E) The Customer may not be a party to any agreement for de-tariffed interstate access services provided by any of the Qualified Companies ("Broadband Agreement") or any other pricing flexibility contract tariff, if the Broadband Agreement or pricing flexibility contract tariff contains any revenue or volume commitment or attainment level, as of the effective date of the Contract Offer (Commitment Agreement), unless the Commitment Agreement expressly allows the Customer to participate in both the Commitment Agreement and the Concurrently Subscribed Contract Offers.

(F) Grandfathering or Sunsetting of Subject Services
Nothing in this Contract Offer shall prevent the Qualified Companies from terminating the provision of Subject Services entirely, prior to the end of the Term Period, to the extent permitted by applicable law. (N)

(This page filed under Transmittal No. 1817)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.219 Contract Offer No. 219 – Access Service Offer (Cont'd)

22.219.4 General Terms and Conditions (Cont'd)

(G) Subject to paragraphs G(1) or G(2), if either becomes applicable during the Term Period, upon no less than three (3) months' notice to the Customer, the Telephone Company may stop accepting orders for, or otherwise placing Subject Services under, five (5) year and seven (7) year service terms, including new, renewed, converted, or other Subject Services. The date on which the Telephone Company may stop accepting orders for, or otherwise placing service under, five (5) year and seven (7) year service terms will not be sooner than January 1, 2018, and may be implemented on a geographically or otherwise limited basis (e.g., by wire center). For any in-service circuit subject to a service term that extends beyond January 1, 2018, the Customer may keep the circuit in place subject to that service term; provided, however, that such service terms will be subject to termination by the Telephone Company until the earlier of: (i) the time at which the Telephone Company or any of its affiliates can provide a replacement service to the location served by such circuit, or (ii) January 1, 2019.

(1) If a Telephone Company tariff filing to withdraw or limit the availability of five (5) or seven (7) year service terms (a Grandfathering Tariff) has not become effective as of January 1, 2018, then upon written notice from the Customer to the Telephone Company, the Customer may continue to purchase or retain Subject Services under five (5) and seven (7) year service terms to the extent such service terms remain available under the terms and conditions of the applicable tariff provisions, subject to any subsequent changes in such terms and conditions, but all other terms and conditions of this Contract Offer will continue to apply.

(2) If a Grandfathering Tariff becomes effective by January 1, 2018, then upon written notice from the Customer to the Telephone Company, the Customer may purchase or retain Subject Services under five (5) and seven (7) year service terms, according to the same rates, terms and conditions as provided under the Grandfathering Tariff, including, without limitation, any terms and conditions governing termination liability charges and completion of service terms, but all other terms and conditions of this Contract Offer will continue to apply. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.219 Contract Offer No. 219 – Access Service Offer (Cont'd)

22.219.4 General Terms and Conditions (Cont'd)

(H) If, during the Term Period, any of the Qualified Companies or any portion of any such Qualified Company is no longer under the ownership and control of AT&T Inc. (a "Divested Entity"), then as of the closing date(s) of the relevant transaction(s), any Concurrently Subscribed Contract Offer applicable to a Divested Entity shall be administered and enforced, and any rights or obligations of either party to such Contract Offer shall apply, separately to: (i) the Qualified Companies (and any portions of Qualified Companies) remaining under the ownership and control of AT&T Inc. and (ii) the Divested Entity or Entities. In particular, but without limitation, the MARC (as provided in Section 22.219.5) and the amount of MARC-Eligible Charges required to qualify for Plan Shortfall Charges (as provided in Section 22.219.6(C)) shall be pro-rated between the Qualified Companies (and any portions of Qualified Companies) remaining under the ownership and control of AT&T Inc. and the Divested Entity or Entities in proportion to the amount of MARC-Eligible Charges billed by the Qualified Companies (and any portions of Qualified Companies) remaining under the ownership and control of AT&T Inc. and the Divested Entity or Entities, for the three months immediately prior to the closing date(s) of the relevant transaction(s).

Notwithstanding the foregoing paragraph, nothing in this Section 22.219.4(H) shall prevent the lawful modification or termination of any of the Concurrently Subscribed Contract Offers, as applicable to any Qualified Company or Divested Entity.

22.219.5 Minimum Annual Revenue Commitment

The Customer must satisfy a Minimum Annual Revenue Commitment (MARC) for each Term Year of this Contract Offer. The MARC shall be satisfied by gross billed recurring revenue, after application of any discounts or credits applicable to those recurring revenues (except those issued under the Concurrently Subscribed Contract Offers), as well as adjustments for overbilling, under-billing and billing dispute settlements issued during that Term Year for Subject Services and Non-Subject Services purchased by and billed to Customer under the Eligible ACNAs (collectively, "MARC-Eligible Charges"). The Customer's MARC-Eligible Charges shall specifically exclude non-recurring charges, usage-based charges and temporary service charges. Credits under this Contract Offer are conditioned on the Customer's satisfaction of the MARC in each Term Year. Satisfaction of the MARC shall be determined according to MARC-Eligible Revenue.

The MARC for the first Term Year of the Term Period will be equal to ninety-five percent (95%) of the Customer's MARC-Eligible Revenue for the three (3) months prior to the Subscription Date, times four (4). The MARC for the each subsequent Term Year of the Term Period will be equal to ninety-five percent (95%) of the Customer's MARC-Eligible Revenue for the last three (3) months of the prior Term Year, times four (4). (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.219 Contract Offer No. 219 – Access Service Offer (Cont'd)

22.219.6 Billing & Credits

(A) Subject Service Non-Recurring Charges

(1) Tables C and D, below, contain the effective rates for Subject Services under this Contract Offer No. 219. Any rate elements not listed in Tables C and D will be provided at the applicable rates in Ameritech Operating Telephone Company Tariff F.C.C No 2, Section 7. Each circuit element (Channel Termination and Mileage) must be located entirely in the MSAs listed in Section 22.219X.2 (A) to be eligible for these rates.

(2) The Telephone Company will initially bill the Customer according to the otherwise applicable twelve (12) month Optional Payment Plan Monthly Recurring Charges ("OPP MRCs"). The Customer will then be credited in an amount equal to the difference between the otherwise applicable OPP MRCs and the MRCs for the rate elements listed in Tables C and D, below. Credits will be applied monthly in arrears. Taxes, if applicable, will be charged on the OPP MRC rates, but will not be included in the credits applied to the Customer's bill. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.219 Contract Offer No. 219 – Access Service Offer (Cont'd)

22.219.6 Billing & Credits (Cont'd)

(A) Subject Service Non-Recurring Charges (Cont'd)

Table C:

Local Distribution Channel - Per Point of Termination - 1.544 Mbps				Channel Mileage Termination - Per Point of Termination - 1.544 Mbps		
State	USOC	60 MO OPP MRC		State	USOC	60 MO OPP MRC
Illinois				Illinois		
Zone 1	TZ4X1	$93.00		Zone 1	CZ4X1	$24.80
Zone 2	TZ4X2	$100.00		Zone 2	CZ4X2	$25.30
Zone 3	TZ4X3	$110.00		Zone 3	CZ4X3	$30.40
Zone 4	TZ4X4	$119.00		Zone 4	CZ4X4	$48.70
Zone 5	TZ4X5	$125.00		Zone 5	CZ4X5	$50.50
Indiana				Indiana		
Zone 1	TZ4X1	$102.00		Zone 1	CZ4X1	$25.80
Zone 2	TZ4X2	$110.00		Zone 2	CZ4X2	$26.30
Zone 3	TZ4X3	$120.00		Zone 3	CZ4X3	$31.60
Zone 4	TZ4X4	$130.00		Zone 4	CZ4X4	$50.75
Zone 5	TZ4X5	$137.00		Zone 5	CZ4X5	$52.50
Michigan				Michigan		
Zone 1	TZ4X1	$98.00		Zone 1	CZ4X1	$25.30
Zone 2	TZ4X2	$106.00		Zone 2	CZ4X2	$25.80
Zone 3	TZ4X3	$115.00		Zone 3	CZ4X3	$31.00
Zone 4	TZ4X4	$125.00		Zone 4	CZ4X4	$49.70
Zone 5	TZ4X5	$132.00		Zone 5	CZ4X5	$51.50
Ohio				Ohio		
Zone 1	TZ4X1	$98.00		Zone 1	CZ4X1	$25.30
Zone 2	TZ4X2	$106.00		Zone 2	CZ4X2	$25.80
Zone 3	TZ4X3	$115.00		Zone 3	CZ4X3	$31.00
Zone 4	TZ4X4	$125.00		Zone 4	CZ4X4	$49.70
Zone 5	TZ4X5	$132.00		Zone 5	CZ4X5	$51.50
Wisconsin				Wisconsin		
Zone 1	TZ4X1	$102.00		Zone 1	CZ4X1	$25.80
Zone 2	TZ4X2	$110.00		Zone 2	CZ4X2	$26.30
Zone 3	TZ4X3	$120.00		Zone 3	CZ4X3	$31.60
Zone 4	TZ4X4	$130.00		Zone 4	CZ4X4	$50.75
Zone 5	TZ4X5	$137.00		Zone 5	CZ4X5	$52.50

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.219 Contract Offer No. 219 – Access Service Offer (Cont'd)

22.219.6 Billing & Credits (Cont'd)

(A) Subject Service Non-Recurring Charges (Cont'd)

Table C (Cont'd):

Channel Mileage - Per Mile -1.544 Mbps				Multiplexing - Per Arrangement - DS1 to DS0		
State	USOC	60 MO OPP MRC		State	USOC	60 MO MRC
Illinois				Illinois		
Zone 1	1YZX1	$13.50		Zone 1	QMVX1	$168.00
Zone 2	1YZX2	$13.65		Zone 2	QMVX2	$170.00
Zone 3	1YZX3	$13.75		Zone 3	QMVX3	$176.00
Zone 4	1YZX4	$13.90		Zone 4	QMVX4	$186.00
Zone 5	1YZX5	$14.05		Zone 5	QMVX5	$190.00
Indiana				Indiana		
Zone 1	1YZX1	$13.65		Zone 1	QMVX1	$175.00
Zone 2	1YZX2	$13.75		Zone 2	QMVX2	$177.00
Zone 3	1YZX3	$13.90		Zone 3	QMVX3	$184.00
Zone 4	1YZX4	$14.05		Zone 4	QMVX4	$193.00
Zone 5	1YZX5	$14.20		Zone 5	QMVX5	$198.00
Michigan				Michigan		
Zone 1	1YZX1	$13.55		Zone 1	QMVX1	$172.00
Zone 2	1YZX2	$13.70		Zone 2	QMVX2	$173.00
Zone 3	1YZX3	$13.85		Zone 3	QMVX3	$180.00
Zone 4	1YZX4	$14.00		Zone 4	QMVX4	$190.00
Zone 5	1YZX5	$14.10		Zone 5	QMVX5	$194.00
Ohio				Ohio		
Zone 1	1YZX1	$13.55		Zone 1	QMVX1	$172.00
Zone 2	1YZX2	$13.70		Zone 2	QMVX2	$173.00
Zone 3	1YZX3	$13.85		Zone 3	QMVX3	$180.00
Zone 4	1YZX4	$14.00		Zone 4	QMVX4	$190.00
Zone 5	1YZX5	$14.10		Zone 5	QMVX5	$194.00
Wisconsin				Wisconsin		
Zone 1	1YZX1	$13.65		Zone 1	QMVX1	$175.00
Zone 2	1YZX2	$13.75		Zone 2	QMVX2	$177.00
Zone 3	1YZX3	$13.90		Zone 3	QMVX3	$184.00
Zone 4	1YZX4	$14.05		Zone 4	QMVX4	$193.00
Zone 5	1YZX5	$14.20		Zone 5	QMVX5	$198.00

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.219 Contract Offer No. 219 – Access Service Offer (Cont'd)

22.219.6 Billing & Credits (Cont'd)

(A) Subject Service Non-Recurring Charges (Cont'd)

Table D:

Local Distribution Channel - Per Point of Termination - 4.736 Mbps			Channel Mileage Termination - Per Point of Termination - 4.736 Mbps		
State	USOC	60 MO MRC	State	USOC	60 MO MRC
Illinois			Illinois		
Zone 1	TZUP1	$960.00	Zone 1	CZ4X1	$240.00
Zone 2	TZUP2	$970.00	Zone 2	CZ4X2	$245.00
Zone 3	TZUP3	$1,020.00	Zone 3	CZ4X3	$270.00
Zone 4	TZUP4	$1,040.00	Zone 4	CZ4X4	$322.00
Zone 5	TZUP5	$1,050.00	Zone 5	CZ4X5	$325.00
Indiana			Indiana		
Zone 1	TZUP1	$990.00	Zone 1	CZ4X1	$250.00
Zone 2	TZUP2	$1,000.00	Zone 2	CZ4X2	$255.00
Zone 3	TZUP3	$1,050.00	Zone 3	CZ4X3	$281.00
Zone 4	TZUP4	$1,070.00	Zone 4	CZ4X4	$335.00
Zone 5	TZUP5	$1,080.00	Zone 5	CZ4X5	$338.00
Michigan			Michigan		
Zone 1	TZUP1	$980.00	Zone 1	CZ4X1	$245.00
Zone 2	TZUP2	$990.00	Zone 2	CZ4X2	$250.00
Zone 3	TZUP3	$1,040.00	Zone 3	CZ4X3	$275.00
Zone 4	TZUP4	$1,060.00	Zone 4	CZ4X4	$328.00
Zone 5	TZUP5	$1,070.00	Zone 5	CZ4X5	$332.00
Ohio			Ohio		
Zone 1	TZUP1	$980.00	Zone 1	CZ4X1	$245.00
Zone 2	TZUP2	$990.00	Zone 2	CZ4X2	$250.00
Zone 3	TZUP3	$1,040.00	Zone 3	CZ4X3	$275.00
Zone 4	TZUP4	$1,060.00	Zone 4	CZ4X4	$328.00
Zone 5	TZUP5	$1,070.00	Zone 5	CZ4X5	$332.00
Wisconsin			Wisconsin		
Zone 1	TZUP1	$990.00	Zone 1	CZ4X1	$250.00
Zone 2	TZUP2	$1,000.00	Zone 2	CZ4X2	$255.00
Zone 3	TZUP3	$1,050.00	Zone 3	CZ4X3	$281.00
Zone 4	TZUP4	$1,070.00	Zone 4	CZ4X4	$335.00
Zone 5	TZUP5	$1,080.00	Zone 5	CZ4X5	$338.00

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.219 Contract Offer No. 219 – Access Service Offer (Cont'd)

22.219.6 Billing & Credits (Cont'd)

(A) Subject Service Non-Recurring Charges (Cont'd)

Table D (Cont'd):

Channel Mileage - Per Mile -4.736 Mbps		
State	USOC	60 MO MRC
Illinois		
Zone 1	1YZX1	$33.60
Zone 2	1YZX2	$34.90
Zone 3	1YZX3	$38.40
Zone 4	1YZX4	$48.00
Zone 5	1YZX5	$49.00
Indiana		
Zone 1	1YZX1	$35.00
Zone 2	1YZX2	$36.40
Zone 3	1YZX3	$40.00
Zone 4	1YZX4	$50.00
Zone 5	1YZX5	$51.00
Michigan		
Zone 1	1YZX1	$34.30
Zone 2	1YZX2	$35.70
Zone 3	1YZX3	$39.20
Zone 4	1YZX4	$49.00
Zone 5	1YZX5	$50.00
Ohio		
Zone 1	1YZX1	$34.30
Zone 2	1YZX2	$35.70
Zone 3	1YZX3	$39.20
Zone 4	1YZX4	$49.00
Zone 5	1YZX5	$50.00
Wisconsin		
Zone 1	1YZX1	$35.00
Zone 2	1YZX2	$36.40
Zone 3	1YZX3	$40.00
Zone 4	1YZX4	$50.00
Zone 5	1YZX5	$51.00

Multiplexing - Per Arrangement - DS3 to DS1		
State	USOC	60 MO MRC
Illinois		
Zone 1	QM3X1	$441.00
Zone 2	QM3X2	$450.00
Zone 3	QM3X3	$466.00
Zone 4	QM3X4	$490.00
Zone 5	QM3X5	$500.00
Indiana		
Zone 1	QM3X1	$454.00
Zone 2	QM3X2	$463.00
Zone 3	QM3X3	$479.00
Zone 4	QM3X4	$505.00
Zone 5	QM3X5	$515.00
Michigan		
Zone 1	QM3X1	$450.00
Zone 2	QM3X2	$459.00
Zone 3	QM3X3	$475.00
Zone 4	QM3X4	$500.00
Zone 5	QM3X5	$510.00
Ohio		
Zone 1	QM3X1	$450.00
Zone 2	QM3X2	$459.00
Zone 3	QM3X3	$475.00
Zone 4	QM3X4	$500.00
Zone 5	QM3X5	$510.00
Wisconsin		
Zone 1	QM3X1	$454.00
Zone 2	QM3X2	$463.00
Zone 3	QM3X3	$479.00
Zone 4	QM3X4	$505.00
Zone 5	QM3X5	$515.00

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.219 Contract Offer No. 219 – Access Service Offer (Cont'd)

22.219.6 Billing & Credits (Cont'd)

(B) Service Portability Credits
The Qualified Companies will issue credits in the amount of any termination liability charges that would otherwise apply as a result of the disconnection of Subject Services during the Term Period, provided that the conditions set forth below have been met. Such charges initially will be billed, and must be paid, as provided in the relevant sections of Ameritech Tariff F.C.C. No. 2, not including this Contract Offer. The Telephone Company will calculate and issue credits for each Quarter, which will be issued no later than sixty (60) days after the end of each Quarter.

(1) Any disconnected Subject Service(s) must have been in service for a minimum of twelve (12) months.

(2) The Customer must continue to purchase no less than the number of DS1 and DS3 Subject Services (to be determined separately) that were in service as of the Subscription Date of this Contract Offer.

(C) Credits for Plan Shortfall Charges

The Qualified Companies will issue credits in the amount of any termination liability charges or any charges for failure to satisfy a minimum Commitment Level pursuant to a High Capacity Service Portability Commitment, when such charges would otherwise apply as a result of the disconnection of Subject Services during the Term Period, provided that the conditions set forth below have been met. Such charges initially will be billed, and must be paid, as provided in the relevant sections of Ameritech Tariff F.C.C. No. 1, not including this Contract Offer. The Telephone Company will calculate and issue credits for each Term Year, which will be issued no later than sixty (60) days after the end of each Term Year.

(1) Any disconnected Subject Service(s) must have been in service for a minimum of twelve (12) months.

(2) MARC-Eligible Charges for the Term Year must have been no less than forty-three million one hundred sixty-seven thousand one hundred eighty-eight dollars ($43,167,188). (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.219 Contract Offer No. 219 – Access Service Offer (Cont'd)

22.219.7 Access Service Ratio

The Customer (including any of its Affiliates included in this Contract Offer) must maintain an Access Service Ratio as further provided in this Section 22.219.7. The Access Service Ratio shall be calculated quarterly, based on data for the most recent single month for which information is available at the time of the calculation. The Qualified Companies will calculate the Customer's Access Service Ratio as of the Subscription Date and for each Quarter thereafter, as follows:

Access Service Ratio = Access Revenue /
(Access Revenue + Wholesale Revenue)

During the Term Period, the Access Service Ratio may not decline by more than 3%, as compared to the Access Service Ratio on the Subscription Date, as determined by each quarterly calculation of the Access Service Ratio.

Example: Assume that the Customer's Access Service Ratio, as calculated for the Subscription Date, is 95%. For each subsequent quarterly calculation of the Access Service Ratio, the Customer would be required to achieve an Access Service Ratio of at least 92%.

If during the Term Period, any of the Qualified Companies offers additional ILEC access services or UNEs, such additional ILEC access services or UNEs shall also be included in the calculation of the Access Service Ratio. Recurring revenue, for purposes of calculating the Access Service Ratio, will be measured according to gross billed recurring revenue, after application of any discounts or credits applicable to that recurring revenue, plus any adjustments for overbilling, under-billing and billing dispute settlements. The calculation of recurring revenue will not include any DS1 Plan Credits issued pursuant to this Contract Offer.

If, upon the initial review or any quarterly review of the Customer's compliance with the Access Service Ratio, the Qualified Companies determines that the Customer has not complied with the Access Service Ratio, the Qualified Companies will so notify the Customer in writing. The Customer will have sixty (60) days after such notice to cure its noncompliance with the Access Service Ratio.

"Access Revenue" means the Qualified Companies' interstate recurring revenue from the Customer and its "Affiliates" associated with the services defined in Tables E and F, below. An "Affiliate" of a party to this Contract Offer means any entity that controls, is controlled by, or is under common control with, such party. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.219 Contract Offer No. 219 – Access Service Offer (Cont'd)

22.219.7 Access Service Ratio (Cont'd)

Table E:

Service Type	**Service**[1]
Interstate Special Access	OCN (Optical Carrier Network) PTP
	Dedicated SONET Ring Service (DSRS)
	SONET Ring and Access Service (SRAS)
	GigaMAN (Gigabit Ethernet Metropolitan Area Network)
	Multi-Service Optical Network (MON)Ring Service
	OpteMAN (Optical Ethernet Metropolitan Area Network)
	DecaMAN (10 Gigabit Ethernet Metropolitan Area Network)
	AT&T Switched Ethernet Service (ASE)
	WaveMAN (Wavelength Metropolitan Area Network)
	Serial Component Video Service (SCVS)
	High Definition Video Transport (HDVT)
	AVS 270 Video Service
	Voice Grade
	DS0
	DS1
	DS3
	Switched Access Transport

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[1] Ethernet-based services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.219 Contract Offer No. 219 – Access Service Offer (Cont'd)

22.219.7 Access Service Ratio (Cont'd)

"Wholesale Revenue" means the Qualified Companies' recurring revenue from the Customer and its Affiliates for unbundled network elements and associated rate elements, as defined in Table F, below.

Table F

Service Type-- Unbundled Network Elements and Associated Services or Rate Elements	**Service or Network Element**[1]
DS1	4-wire digital loop DS1 Entrance Facilities DS1 Interoffice Transport DS1 Cross Connects DS1 Multiplexing All DS1 non-tariffed Committed Information Rate Broadband Services
DS3	DS3 Loop DS3 Entrance Facilities DS3 Interoffice Transport DS3 Cross Connects DS1/DS3 Multiplexing All DS3 non-tariffed Committed Information Rate Broadband Services
OCn	OC-3 Entrance Facilities OC-3 Interoffice Transport OC-3 Cross Connects OC-3 Multiplexing OC-12 Entrance Facility OC-12 Interoffice Transport OC-12 Cross Connects OC-12 Multiplexing OC-48 Entrance Facilities OC-48 Interoffice Transport OC-48 Cross Connects OC-48 Multiplexing All OCN equivalent non-tariffed Committed Information Rate Broadband Service
Other	Dark Fiber – Interoffice Dark Fiber – Loop Dark Fiber – Subloop Dark Fiber Cross Connects Unbundled Dedicated Transport

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[1] Ethernet-based services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.219 Contract Offer No. 219 – Access Service Offer (Cont'd)

22.219.8 Assignment/Transfer/Successors

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.219.8 is not available, the Qualified Companies shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

(D) Notwithstanding anything to the contrary in this Section 22.219.8, the Customer may, upon written notice to the Qualified Companies, assign in whole or relevant part its rights and obligations under this Agreement to an Affiliate of the Customer, but the Customer will remain financially responsible for the performance of such obligations. (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.219 Contract Offer No. 219 – Access Service Offer (Cont'd)

22.219.9 Mergers, Acquisitions, Sales or Divestitures Involving Customer

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

22. Pricing Flexibility Contract Offerings

(Dx)

(Dx)

x – Issued under the authority of Special Permission No. 15-018 of the F.C.C. in order to withdraw material previously filed under Transmittal No. 1832.

22. Pricing Flexibility Contract Offerings (Cont'd)

(Dx)

(Dx)

x – Issued under the authority of Special Permission No. 15-018 of the F.C.C. in order to withdraw material previously filed under Transmittal No. 1832.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

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x – Issued under the authority of Special Permission No. 15-018 of the F.C.C. in order to withdraw material previously filed under Transmittal No. 1832.

22. <u>Pricing Flexibility Contract Offerings</u> (Cont'd)

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x – Issued under the authority of Special Permission No. 15-018 of the F.C.C. in order to withdraw material previously filed under Transmittal No. 1832.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

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x – Issued under the authority of Special Permission No. 15-018 of the F.C.C. in order to withdraw material previously filed under Transmittal No. 1832.

22. Pricing Flexibility Contract Offerings (Cont'd)

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x – Issued under the authority of Special Permission No. 15-018 of the F.C.C. in order to withdraw material previously filed under Transmittal No. 1832.

22. Pricing Flexibility Contract Offerings (Cont'd)

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x – Issued under the authority of Special Permission No. 15-018 of the F.C.C. in order to withdraw material previously filed under Transmittal No. 1832.

22. Pricing Flexibility Contract Offerings (Cont'd)

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22. <u>Pricing Flexibility Contract Offerings</u> (Cont'd)

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x – Issued under the authority of Special Permission No. 15-018 of the F.C.C. in order to withdraw material previously filed under Transmittal No. 1832.

22. Pricing Flexibility Contract Offerings (Cont'd)

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(This page filed under Transmittal No. 1833)

22. <u>Pricing Flexibility Contract Offerings</u> (Cont'd)

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x – Issued under the authority of Special Permission No. 15-018 of the F.C.C. in order to withdraw material previously filed under Transmittal No. 1832.

22. Pricing Flexibility Contract Offerings (Cont'd)

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x – Issued under the authority of Special Permission No. 15-018 of the F.C.C. in order to withdraw material previously filed under Transmittal No. 1832.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

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x – Issued under the authority of Special Permission No. 15-018 of the F.C.C. in order to withdraw material previously filed under Transmittal No. 1832.

22. Pricing Flexibility Contract Offerings (Cont'd)

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22. Pricing Flexibility Contract Offerings (Cont'd)

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22. Pricing Flexibility Contract Offerings (Cont'd)

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22. Pricing Flexibility Contract Offerings (Cont'd)

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x – Issued under the authority of Special Permission No. 15-018 of the F.C.C. in order to withdraw material previously filed under Transmittal No. 1832.

22. Pricing Flexibility Contract Offerings (Cont'd)

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x – Issued under the authority of Special Permission No. 15-018 of the F.C.C. in order to withdraw material previously filed under Transmittal No. 1832.

22. Pricing Flexibility Contract Offerings (Cont'd)

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x – Issued under the authority of Special Permission No. 15-018 of the F.C.C. in order to withdraw material previously filed under Transmittal No. 1832.

22. Pricing Flexibility Contract Offerings (Cont'd)

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x – Issued under the authority of Special Permission No. 15-018 of the F.C.C. in order to withdraw material previously filed under Transmittal No. 1832.

22. Pricing Flexibility Contract Offerings (Cont'd)

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x – Issued under the authority of Special Permission No. 15-018 of the F.C.C. in order to withdraw material previously filed under Transmittal No. 1832.

22. Pricing Flexibility Contract Offerings (Cont'd)

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x – Issued under the authority of Special Permission No. 15-018 of the F.C.C. in order to withdraw material previously filed under Transmittal No. 1832.

22. Pricing Flexibility Contract Offerings (Cont'd)

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x – Issued under the authority of Special Permission No. 15-018 of the F.C.C. in order to withdraw material previously filed under Transmittal No. 1832.

22. Pricing Flexibility Contract Offerings (N)

22.221 Contract Offer No. 221 – Access Service Offer

22.221.1 General Description

This Special Access Service Offer (Contract Offer No. 221) is a Spend Plan with Ameritech Operating Companies ("Ameritech" or the "Telephone Company"). Subject to the Terms and Conditions set forth elsewhere in this Contract Offer No. 221, Contract Offer No. 221 allows eligible Customers to earn credits based upon its level of Spend-Eligible Charges ("Spend"), as defined in this Contract Offer. The Spend calculation reflects certain recurring revenue from, in the aggregate, all Spend-Eligible Services purchased from the Telephone Company, as defined and provided in this Contract Offer No. 221.

Contract Offer No. 221 will be available for subscription only from November 26, 2015 through December 26, 2015. This offer is not renewable.

22.221.2 Subject and Non-Subject Services

"Spend-Eligible Services" under this Contract Offer No. 221 consist of both Subject Services, listed in Table A, below, and Non-Subject Services, listed in Table B, below, provided by the Telephone Company and located within the operating territory of the Telephone Company, as described in Ameritech Tariff F.C.C. No. 2, Section 14(Operating Territory), except that in no event shall any services connecting to cell sites, mobile telecommunications switching offices (MTSOs), or mobile switching centers (MSCs) be considered Spend-Eligible Services. Spend-Eligible Charges include charges for Spend-Eligible Services that were in service as of the Subscription Date, as well as those placed in service during the Term Period.

(A) Subject Services
Subject Services are pricing flexibility qualified access services or rate elements listed in Table A, below. Subject Services are subject to all rates, terms and conditions of this Contract Offer.

Table A – Subject Services, as referenced in 22.221.4 (A).

Category	Services Included
Interstate Special Access located in Pricing Flexibility Metropolitan Statistical Areas (MSAs)	All Voice Grade (VG), DS0, DS1 and DS3 special access services or rate elements that are eligible for pricing flexibility

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.221 Contract Offer No. 221 – Access Service Offer(Cont'd)

22.221.2 Subject and Non-Subject Services (Cont'd)

(B) Non-Subject Services
Non-Subject Services are listed in Table B, below. Non-Subject Services are included in Spend calculations, but are not otherwise subject to the rates, terms or conditions of this Contract Offer.

Table B – Non-Subject Services

Category	**Services Included**
Interstate Special Access Services provided by the Telephone Company but not located in Pricing Flexibility Metropolitan Statistical Areas (MSAs) and any rate elements located in Pricing Flexibility MSAs but not subject to pricing flexibility relief.	Any VG, DS0, DS1, and DS3 special access services and rate elements not listed in Table A
Intrastate Special Access	Intrastate services equivalent to the interstate services listed above as either Subject Services or Non-Subject Services

(C) All terms and conditions for those Spend-Eligible Services that are tariffed are governed by their respective tariff sections, except as otherwise provided in this Contract Offer No. 221. All terms and conditions for those Spend-Eligible Services that are not tariffed are governed by the applicable guidebooks, service guides or contracts.

(D) No service purchased by Customer, or any of its Qualifying Affiliates, for the provision of Wireless Telecommunications Services, shall constitute a Subject Service or Non-Subject Service under this Contract Offer No. 221.

(E) Subject Services and Non-Subject Services shall also include any additional similar or successor services which are subsequently provided by the Telephone Company and were not available as of the effective date of this Contract Offer No. 221.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.221 Contract Offer No. 221 – Access Service Offer(Cont'd)

22.221.3 Definitions

As used in this Contract Offer No. 221,

(A) "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.

(B) A "Circuit" means special access circuit that meets all of the following criteria:

(1) has at least one of the following, as applicable:

(a) for DS1 special access services, or DS3 special access services, has a channel termination component, a local channel component, or a mileage component; or

(b) for AT&T Switched Ethernet Services,[1] has a port connection; and

(2) has a circuit identification number (ID).

Standalone multiplexers are expressly excluded from this definition.

(C) "Commingling" as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6.

(D) An "ILEC Affiliate" means an Affiliate of the Telephone Company that is an incumbent local exchange carrier.

(E) A "Permitted Successor" is a successor-in-interest to the Customer or a Qualifying Affiliate that is itself an Affiliate of Customer.

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[1] Ethernet Services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with detariffed services are available at the Interstate Access link at www.att.com/guidebook. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.221 Contract Offer No. 221 – Access Service Offer(Cont'd)

22.221.3 Definitions (Cont'd)

(F) A "Qualifying Affiliate" means any Customer Affiliate (as Customer Affiliates exist on the Subscription Date) that meets any of the following:

(1) is a telecommunications carrier under applicable federal or state law; or

(2) has an assigned ACNA; or

(3) is purchasing for resale or using an input into another service being offered or otherwise provided to non-Affiliates (a) any of the services in Table A or Table B, above, or (b) any interstate broadband services provided by the Telephone Company or any of its ILEC Affiliates;[1] or

(4) is a customer of record with the Telephone Company or any of its ILEC Affiliates for (a) any of the services in Table A or Table B, above, or (b) any interstate broadband services provided by the Telephone Company or any of its ILEC Affiliates.

(G) "Quarter" means a calendar quarter, with the first Quarter beginning on January 1, 2016.

(H) A "Selling Affiliate" means any Customer Affiliate (as Customer Affiliates exist on the Subscription Date) from which the Telephone Company or any of its Affiliates is purchasing, directly or indirectly, on the Subscription Date, services substantially similar to those comprising the Subject Services and Non-Subject Services under this Contract Offer.

(I) "Term Month" means a full calendar month during the Term Period.

(J) "Wireless Telecommunications Services" means wireless radio services, whether fixed or mobile, and are subject to regulation on a common carrier basis under federal law.

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[1] Optical Carrier Network (OCN) Point-to-Point, Dedicated SONET Ring Service (DSRS), GigaMAN, DecaMAN, WaveMAN, OPT-E-MAN Service, AT&T Switched Ethernet Service and other interstate broadband services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with detariffed services are available at the Interstate Access link at www.att.com/guidebook. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.221 Contract Offer No. 221 – Access Service Offer (Cont'd)

22.221.4 Eligibility Criteria

The following Eligibility Criteria apply to this Contract Offer No. 221:

(A) Contract Offer No. 221 is available for qualified special access services located in the Pricing Flexibility MSAs where the Telephone Company has been granted Phase II pricing flexibility, as listed in Ameritech Tariff F.C.C. No. 2, Section 21 and those additional MSAs listed below. During the Term Period of this Contract Offer No. 221, if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 21 at the time of subscription, the Customer may, at its option, include Subject Services in those additional MSAs as eligible for the discounts under this Contract Offer No. 221.

Phase I – All Rate Elements (Including Channel Terminations):

Chicago, IL	Anderson, IN	Evansville/Henderson, IN	Indianapolis, IN
Battle Creek, MI	Detroit/Ann Arbor, MI	Kalamazoo, MI	Cleveland/Lorain/ Elyria, OH
Cincinnati, OH	Toledo, OH	Eau Claire, WI	Kenosha, WI

Phase I – Rate Elements other than Channel Terminations

Davenport/Rock Island/Moline, IL	St. Louis, IL	Fort Wayne, IN	Non-MSA, IN
Youngstown-Warren, OH	Non-MSA, WI		

(B) During the last full calendar month prior to the Subscription Date, the monthly recurring charges, after application of any discounts or credits applicable to those recurring charges, as well as adjustments for overbilling, underbilling and billing dispute settlements, billed by the Telephone Company and its ILEC Affiliates to Customer and its Qualifying Affiliates for Spend-Eligible Services, the Spend Eligible Charges must have been in an aggregate amount of not less than $16 million and not greater than $20 million.

(C) At the end of the last full calendar month prior to the Subscription Date, the Customer and its Qualifying Affiliates must have had in-service with the Telephone Company and its ILEC Affiliates all of the following:

(1) no fewer than 66,000 interstate DS1 Circuits but no more than 70,000 interstate DS1 Circuits, that would qualify as Spend-Eligible Services, and

(2) no fewer than 4,700 interstate DS3 Circuits but no more than 5,700 interstate DS3 Circuits, that would qualify as Spend-Eligible Services.

(N)

(D) Neither Customer nor its Qualifying Affiliates can be a provider of Wireless Telecommunication Services.

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.221 Contract Offer No. 221 – Access Service Offer(Cont'd)

22.221.4 Eligibility Criteria (Cont'd)

(E) As of the Subscription Date, neither the Customer nor its Qualifying Affiliates may be purchasing from the Telephone Company interstate or intrastate special access services from the Telephone Company pursuant to any pricing flexibility contract offer, intrastate "ICB" contract or other individually negotiated arrangement that includes any minimum volume or revenue commitment, other than any contract offer that will be terminated upon the Customer's subscription to this Contract Offer No. 221.

(F) During the last full calendar month prior to the Subscription Date, the aggregate monthly recurring charges, after application of any discounts or credits applicable to those recurring charges, as well as adjustments for overbilling, underbilling and billing dispute settlements, billed by Customer and its Selling Affiliates to the Telephone Company and its Affiliates for DS1 and DS3 special access services substantially similar to those comprising the Subject Services and Non-Subject Services under this Contract Offer, and Ethernet services[1] substantially similar to those offered by the Telephone Company ("Customer Subject Services"), shall be, in the aggregate, not less than $75 million and not more than $85 million.

(G) At the end of the last full calendar month prior to the Subscription Date, the Telephone Company and its Affiliates must have had in-service with the Customer and its Selling Affiliates both:

(1) no fewer than 110,000 interstate DS1 special access services but no more than 120,000 interstate DS1 special access services, that qualify as Customer Subject Services, and

(2) no fewer than 10,000 interstate DS3 special access services but no more than 15,000 interstate DS3 special access services, that qualify as Customer Subject Services.

(H) The number of special access services channel termination components and local channel components purchased by the Customer and its Qualifying Affiliates from the Telephone Company and its ILEC Affiliates must have increased from the period from November 2014 through April 2015, inclusive (Period 1), to the period from May 2015, through October 2015 (Period 2), inclusive. The foregoing will be determined by aggregating the number of in-service components at the end of each calendar month for Period 1 and comparing that number to the aggregate number of in-service components at the end of each calendar month for Period 2.

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[1] Ethernet Services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with detariffed services are available at the Interstate Access link at www.att.com/guidebook. (N)

(This page filed under Transmittal No. 1834)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.221 Contract Offer No. 221 – Access Service Offer(Cont'd)

22.221.5 Terms and Conditions

The following Terms and Conditions apply to this Contract Offer No. 221:

(A) Subscription.
To subscribe to Contract Offer No. 221, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company. The LOS must encompass Customer and all of its Qualifying Affiliates, and Customer must include, in the LOS, all Access Customer Name Abbreviations (ACNAs) used by Customer and its Qualifying Affiliates (hereafter referred to as "Eligible ACNAs"). Services ordered or purchased under other ACNAs may not be transferred to, or converted for inclusion under, this Contract Offer No. 221.

(B) Term Period

The term of this Contract Offer No. 221 ("Term Period") shall begin on the date that Customer submits a valid and executed Letter of Subscription (LOS) to the Telephone Company ("Subscription Date"), and shall end on March 31, 2018, subject to extensions as provided in this Section .

The Term Period will be automatically extended by up to four (4) consecutive one-year extension periods unless the Telephone Company receives Customer's written notice of intent not to extend this Contract Offer No. 221 for such an extension period, by no later than the March 1st immediately prior to the then-applicable expiration date of Term Period (as may have been previously extended pursuant to this). If the Telephone Company receives such notice by such March 1st, the Term Period will end on the following March 31st.

(C) The Customer and its Qualifying Affiliates (as each exists on the Subscription Date), in the aggregate, must meet each of the following criteria for each Quarter.

(1) the monthly recurring charges, after application of any discounts or credits applicable to those charges (including the credits issued under the Contract Tariffs), as well as adjustments for overbilling, underbilling and billing dispute settlements, for interstate DS1 and DS3 special access provided and billed by AT&T to Customer and its Qualifying Affiliates, are not more than $25,000,000 times the number of Term Months in such Quarter; and (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.221 Contract Offer No. 221 – Access Service Offer(Cont'd)

22.221.5 Terms and Conditions (Cont'd)

(C) (Cont'd)

(1) the Circuit Volume for such Quarter that is equal to or greater than the Required Volume times the number of Term Months in such Quarter. The "Circuit Volume" means the aggregate number of the following AT&T services in-service at the end of each such Term Month: (i) interstate DS1 Circuits, (ii) interstate DS3 Circuits, and (iii) all AT&T switched Ethernet Circuits.[1] For avoidance of doubt, such a number of such in-service Circuits will be determined at the end of such Term Month, and added together to determine the Circuit Volume.

a) The Required Volume is as follows:

Application Period	Required Volume
January 1, 2016 until March 31, 2018	53,500 Circuits
Each extension period (Years 4, 5, 6 or 7)	53,500 Circuits or 2/3 of the average monthly Circuit Volume during January, February and March 2018 (or last Quarter of the prior extension period, as applicable), whichever is less.

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[1] Ethernet Services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with detariffed services are available at the Interstate Access link at www.att.com/guidebook. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.221 Contract Offer No. 221 – Access Service Offer(Cont'd)

22.221.5 Terms and Conditions (Cont'd)

(C) (Cont'd

For any Quarter in which Customer and its Qualifying Affiliates do not fulfill both criteria, the Customer shall repay to the Telephone Company the total amount of the credits and waivers attributable to such Quarter that were or are issued to Customer under this Contract Offer No. 221 (and the Telephone Company shall have no obligation to issue any such credits or waivers that have not been issued), and the Telephone Company shall reverse any debit issued under Section 22.221.6(E) attributable to such Quarter that were or are issued to Customer under this Contract Offer No. 221.

(D) Credits earned under this Contract Offer No. 221 shall be applied as described in Section 22.221.6, below.

(E) Except as provided in Section 22.221.5(F), credits earned under this Contract Offer No. 221 are in addition to, and do not alter, any existing service discounts/term plans available in the Telephone Company's generally applicable tariffs or other Telephone Company contract offers.

(F) Spend-Eligible Services under this Contract Offer No. 221 may not be purchased pursuant to any pricing flexibility contract offer, intrastate "ICB" contract or other individually negotiated tariff or agreement that includes any minimum volume or revenue commitment, (any such precluded tariffs or agreements hereafter referred to as an "Other Commitment Agreement"), unless the Other Commitment Agreement expressly refers to this Contract Offer No. 221 and expressly permits the Customer to purchase such services subject to this Contract Offer No. 221 and such Other Commitment Agreement. The word "purchase," as used in the foregoing sentence, refers to the Customer or any of its Affiliates obtaining or using any service in exchange for compensation, regardless of when the service was ordered or installed.

(G) Credits to be provided under this Contract Offer No. 221 will not be issued unless and until the Customer has paid all billed charges for Spend-Eligible Services due and owing as of the date the credits are issued (excluding amounts disputed and withheld in accordance with the Telephone Company's dispute process), and is otherwise in material compliance with this Contract Offer No. 221. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.221 Contract Offer No. 221 – Access Service Offer(Cont'd)

22.221.5 Terms and Conditions (Cont'd)

(H) During the Term Period, any interstate DS1 special access services and any interstate DS3 special access services purchased from the Telephone Company by Customer and/or any of its Affiliates shall be purchased subject to a Covered TPP, as defined in Section 22.221.6(E), below. Failure to do so would be a material breach of this Contract Offer No. 221, which would allow the Telephone Company to terminate this Contract Offer No. 221; if, however, Customer inadvertently fails to do so, Customer shall be permitted to cure such failure.

(I) Subject Services are subject to certain rates, charges and general terms and conditions in other sections of Ameritech Tariff F.C.C. No. 2 (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services), and such terms and conditions may be modified through the filing of tariff changes at any time during the Contract Term. However, such tariff modifications will not change the Terms and Conditions described in this Contract Offer No. 221.

(J) During the Term Period, the Customer may not at any time be obtaining from the Telephone Company a greater number of Subject Services and Non-Subject Services that are Commingled with one or more unbundled network elements than the number of such Subject Services and Non-Subject Services in place as of the Subscription Date that are Commingled.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.221 Contract Offer No. 221 – Access Service Offer(Cont'd)

22.221.6 Credits and Waivers

(A) Spend Credits

"Spend-Eligible Charges" means the billed recurring revenue, after application of any discounts or credits applicable to those recurring revenues (except those issued under this Contract Offer No. 221), as well as adjustments for overbilling, underbilling and billing dispute settlements for, in the aggregate, the Spend-Eligible Services, which are purchased by and billed to Customer and its Qualifying Affiliates (as each exists as of the Subscription Date) (or their Permitted Successors) under the Eligible ACNAs. The Customer's Spend-Eligible Charges shall specifically exclude the following:

(1) non-recurring charges;

(2) usage-based charges;

(3) temporary service charges;

(4) special construction charges;

(5) fractional and partial recurring charges;

(6) customer premise equipment charges;

(7) charges for services provided by a non-Affiliate third party service provider;

(8) taxes, surcharges, or government-related charges;

(9) Expanded Interconnection Terminations, Interconnection Tie Pairs or Cross-Connect charges under any Affiliate's Interconnection Agreement;

(10) shortfall and termination charges;

(11) charges for ACNAs for which Customer ceases to become responsible during the term of this Contract Offer No. 221, but only with respect to those charges incurred after Customer ceases to be responsible for such ACNAs; and

(12) charges invoiced outside of the Carrier Access Billing System (CABS). (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.221 Contract Offer No. 221 – Access Service Offer(Cont'd)

22.221.6 Credits and Waivers (Cont'd)

(A) Spend Credits (Cont'd)

For each Term Month, subject to Section 22.221.5, the Customer is eligible for a single Spend credit under this Contract Offer. The single Spend credit would be in an amount equal to four percent (4%) times the Customer's actual Spend for such Term Month under this Contract Offer No. 221 ("Spend Credit").

The Spend Credit would be issued during the second calendar month after the Term Month to which it is attributable.

The Spend Credit shall not be posted if the Customer is in material breach of this Contract Offer No. 221, or Customer or any of its Qualifying Affiliates is in material breach of any other terms and conditions governing the Subject Services, including, without limitation, failure to pay any undisputed amount due for Subject Services, until such breach is cured or payment for undisputed amounts is made by Customer or such Qualifying Affiliate.

(B) Conditions to Certain Other Credits

To be eligible to earn any of the credits under Section 22.221.6(C) or DS1 Plan Credits under Section 22.221.6(D) with respect to any Term Month during the Term Period, Customer and its Qualifying Affiliates must subscribe to either the Optional Payment Plan ("OPP") or the Discount Commitment Plan ("DCP") or both, except to the extent that the Telephone Company eliminates the OPP or DCP and the Customer is not allowed to re-subscribe. If the Customer subscribes to the DCP, the Customer's commitment level will be set at 90 percent of the Customer's in service Local Distribution Channels, as of the date the Customer subscribes to the DCP; provided however, that if the Customer is subscribing to the OPP as of the effective date of this Contract Offer, then the Customer's commitment level will remain the same as it was on that date. The OPP is described in Section 7.4.10 of Ameritech Tariff FCC No. 2, and the DCP is described in Section 7.4.13 of Ameritech Tariff FCC No. 2. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.221 Contract Offer No. 221 – Access Service Offer(Cont'd)

22.221.6 Credits and Waivers (Cont'd)

(C) Termination Liability Credit

The Telephone Company will bill, and the Customer and its Qualifying Affiliates shall pay, termination liability charges in accordance with the Telephone Company's Tariff F.C.C. No. 2. The Telephone Company will issue a credit in the amount equal to such termination liability charges due from the Customer and its Qualifying Affiliates for moves and/or disconnections of interstate DS1 and/or DS3 Subject Services located in pricing flexibility MSAs that are billed in a Term Month if, in addition to Customer and its Qualifying Affiliates meeting the conditions in Section 22.221.6(B) for such Term Month, such DS1 or DS3 Subject Service meets all of the following conditions:

(1) Such Subject Service was not disconnected by the Telephone Company as a result of a breach of the applicable Tariffs.

(2) Any such DS1 or DS3 Subject Service must not have received a termination liability credit under another revenue-based or volume-based offer, or otherwise received a waiver of such termination liability charge or other credit in an amount equal to such termination liability charge.

Any credit due under this Section will be issued during the second calendar month after the Term Month in which such related termination liability charge was billed.

This Section shall not result in any credit for a termination liability charge such that Customer and/or its Qualifying Affiliate receives more than the amount paid to satisfy the termination liability charge.

(D) DS1 Plan Credits

If the Customer subscribes to the DCP, and if during any month the Customer purchases fewer Local Distribution Channels than required by its commitment level, the Telephone Company will provide credits in an amount equal to the difference between the charges billed to the Customer as provided in the DCP and the charges that would have been billed by applying the DCP rates to the actual quantity of Local Distribution Channels purchased by the Customer (except to the extent the charges billed to the Customer as provided in the DCP are attributable to circuits disconnected by the Telephone Company as a result of a breach of the applicable Tariffs). Any such credits shall be applied to invoices for Subject Services. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.221 Contract Offer No. 221 – Access Service Offer(Cont'd)

22.221.6 Credits and Waivers (Cont'd)

(E) Rate Change Adjustments

The Telephone Company will provide adjustments, as described in this Section only with respect to any interstate DS1 special access Subject Services and any interstate DS3 special access Subject Services located in pricing flexibility MSAs purchased by Customer and its Qualifying Affiliates from the Telephone Company to which Customer or a Qualifying Affiliate either:

(1) subscribed to a 60-month term payment plan, or

(2) only if the Telephone Company does not offer a 60-month term payment plan (TPP), subscribed to the term payment plan with the greatest duration offered by the Telephone Company.

((1) and (2) are referred to as, collectively, the "Covered TPPs," and individually, a "Covered TPP").

During the Term Period, the Telephone Company shall invoice Customer and its Qualifying Affiliates adjustments in the event that the monthly recurring charges ("MRCs") for Channel Terminations and Transport (interoffice) Channels for interstate DS1 and/or DS3 Subject Services located in pricing flexibility MSAs ("Covered Rate Elements") subscribed to a Covered TPP differ from the MRCs applicable under 60-month term payment plans as set forth in the generally available and applicable Telephone Company tariffs as of the Subscription Date. Except as provided in this Section 22.221.6(E), to the extent the MRCs applicable for the Covered Rate Elements that are subscribed to a Covered TPP by Customer and its Qualifying Affiliates are subject to any MRC increases or decreases for the Covered TPPs during the Term Period, based upon the MRCs applicable to the Covered Rate Elements under the 60-month term payment plan as applicable on the Subscription Date, such increases or decreases will be offset by credits or debits issued against Subject Services. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.221 Contract Offer No. 221 – Access Service Offer(Cont'd)

22.221.6 Credits and Waivers (Cont'd)

(E) (Cont'd)
If such MRCs for the Covered Rate Elements increase or decrease during the Term Period, the Telephone Company and Customer shall, within sixty (60) days after any such rate change, determine the average monthly effect of such rate change ("Average MRC Effect"), which shall be the (i) estimated aggregate incremental monthly effect of that MRC rate change on Customer's bills of monthly recurring charges for the Covered Rate Elements using actual data of Customer's in-service units for the Covered Rate Elements at the end of the last calendar month prior to the effective date of that MRC rate increase or decrease, and assuming all units are in-service for a full month (no pro-rating), divided by (ii) that number of in-service units of the Covered Rate Elements. Beginning after the sixth full calendar month after the MRC rate change, and for each full six-calendar-month period during the Term Period, the Telephone Company shall bill an "MRC Change Adjustment" in an amount equal to (A) the Average MRC Effect, multiplied by (B) the number of units in-service at the end of each of the months included in such six-month period, multiplied by (C) 1.509. The number used in Section 22.221.6 (E)(C) may be changed by mutual agreement of the Telephone Company and the Customer no more than once for any consecutive 12-month period.

Notwithstanding any other provision in this Contract Offer No. 221,

(a) no MRC Change Adjustment shall be made with respect to, or attributable to, any period after the expiration or termination of this Contract Offer No. 221, and

(b) this Section does not apply to any increases arising from any government requirement or other obligation, whether existing as of the Subscription Date or subsequently, including, without limitation those imposed by any federal, state or local legislation, any order, rule, or regulation of the Federal Communications Commission, state regulatory commission, or other governmental agency, or any order or judgment of any court of competent jurisdiction. This Section 22.221.6(E)(b) does not apply to any MRC increases that apply only to the Telephone Company and any of its Affiliates that were initiated or requested by the Telephone Company and/or any of its Affiliates.

This Section 22.221.6(E) does not apply to MRCs in other price flex contract offers, Tariff promotional offerings being made on the Subscription Date, or any Tariff offering that has a stated expiration, limited time availability or withdrawal date.

The Telephone Company shall issue any MRC Change Adjustment(s) against Customer's charges for Subject Services. Taxes, surcharges, recovery fees, duties, levies, and other similar charges will not be included in any calculations under this Section. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.221 Contract Offer No. 221 – Access Service Offer(Cont'd)

22.221.6 Credits and Waivers (Cont'd)

(F) Customer shall be issued a one-time credit in the amount of $1,604,333.00, which will be issued within two (2) months of the Subscription Date.

22.221.7 Assignment/Transfer/Successors

(A) Neither party shall assign or otherwise transfer this Contract Offer No. 221, or its rights or obligations hereunder, to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, provided, however, that Customer shall have the right, without the consent of but with notice to the Telephone Company, to assign or otherwise transfer the entirety of this Contract Offer No. 221 to any Qualifying Affiliate, so long as such Qualifying Affiliate otherwise qualifies under this Contract Offer No. 221.

Any assignment or other transfer shall be subject to the other party's rights under this Contract Offer No. 221, any assignee or transferee shall continue to perform the assigning or transferring party's obligations under this Contract Offer No. 221, and any assignment or transfer by the Customer shall be subject to the provisions of Section 22.221.7(B), below. Any assignment or other transfer of this Contract Offer No. 221, or the rights or obligations hereunder, or any attempt to do either, in violation of this provision shall be void.

(B) Any proposed assignee or transferee must satisfy the following conditions: (i) the proposed assignee or transferee must demonstrate credit worthiness under both (1) and (2), below (and if (1) and (2) are not applicable to Customer, then (3) shall apply); (ii) neither the proposed assignee or transferee nor its parent may have commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it) at any time during the Term Period, and (iii) the proposed assignee or transferee meets the Eligibility Criteria set forth in Section 22.221.4, above.

(1) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than fifty percent (50%) of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.221 Contract Offer No. 221 – Access Service Offer(Cont'd)

22.221.7 Assignment/Transfer/Successors (Cont'd)

(B) (Cont'd)

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

(a) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(b) "high risk" in a Paydex score as published by Dun and Bradstreet.

(3) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (1) or (2) of this is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.221.8 Mergers/Acquisitions and Sales/Divestitures

(A) Except as provided in Section 22.221.8(B), all provisions of this Contract Offer No. 221 shall continue in full force and in effect notwithstanding any merger or acquisition affecting a party. A merger or acquisition within the meaning of this provision, shall include, without limitation, any transaction in which the party, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of a merger or acquisition, if the entity other than the Customer involved in the merger or acquisition purchases any service from any Telephone Company entity, such service shall not be included in this Contract Offer No. 221 for any purpose. The "Transaction Close Date" shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased. Purchases by the other entity shall not be part of any calculation hereunder, including, without limitation, as a Spend-Eligible Service, as generating Spend-Eligible Charges, in determining achievement of the requirements of Section 22.221.5(C), or be eligible for any credits under this Contract Offer No. 221. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.221 Contract Offer No. 221 – Access Service Offer(Cont'd)

22.221.8 Mergers/Acquisitions and Sales/Divestitures (Cont'd)

(B) If, during the Term Period, the Telephone Company and/or its ILEC Affiliates (or any portion of any of them) is no longer under the control of AT&T Inc. (a "Divested Entity"), then as of the closing date(s) of the relevant transaction(s), this Contract Offer No. 221 shall be administered and enforced, and any rights or obligations of either party to this Contract Offer No. 221 shall apply separately to: (i) the Telephone Company (or any portion of Telephone Company (if any)) remaining under the control of AT&T Inc., and (ii) the Divested Entity or Entities, after taking into account such relevant transaction(s). In particular, but without limitation, the conditions (as provided in Section 22.221.5(C)) required to qualify for credits under this Contract Offer No. 221 will be pro-rated between any portion of the Telephone Company and/or its ILEC Affiliates (or any portion of any of them) remaining under the control of AT&T Inc. (the "Remaining AT&T ILECs"), and the Divested Entity or Entities in proportion to (1) for Section 22.221.5(C)(1), the amount of the monthly recurring charges, after application of any discounts or credits applicable to those charges (including the credits issued under this Contract Offer No. 221), as well as adjustments for overbilling, underbilling and billing dispute settlements for interstate DS1 and DS3 special access services provided and billed by the Remaining AT&T ILECs and by the Divested Entity or Entities, for the three full calendar months immediately prior to the Transaction Close Date of the relevant transaction(s), and (2) for Section 22.221.5(C)(2), based upon the Circuit Volumes billed by the Remaining AT&T ILECs and by the Divested Entity or Entities at the end of the three full calendar months immediately prior to the Transaction Close Date of the relevant transaction(s).

Notwithstanding the foregoing paragraph, nothing in this Section shall prevent the lawful modification or termination of this Contract Offer No. 221, as applicable to the Telephone Company, any portion of Telephone Company (if any) remaining under the control of AT&T Inc., or any Divested Entity or Entities.

22.221.9 Effect of Contract Offer No. 221 on Any Grandfathering or Sunsetting of Subject Services or Non-Subject Services

Nothing in this Contract Offer No. 221 shall prevent the Telephone Company or any of its ILEC Affiliates from terminating the provision of Subject Services or Non-Subject Services, in part, or in their entirely, prior to the end of the Term Period, to the extent permitted by applicable law. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.221 Contract Offer No. 221 – Access Service Offer(Cont'd)

22.221.10 Termination

(A) Termination Liability Charge

If, prior to the completion of the Term Period, the Customer terminates this Contract Offer No. 221 for any reason other than material breach by the Telephone Company, or if the Telephone Company terminates this Contract Offer No. 221 as a result of a material breach by the Customer or any of its Qualifying Affiliates, then this Contract Offer No. 221 shall be terminated (if not already terminated) and the Customer shall forego (or repay, if applicable), as a termination liability charge, one hundred percent (100%) of the credits and waivers issued or due under this Contract Offer No. 221 attributable to:

(1) the month in which the breaching party receives the pertinent breach notice and any subsequent month(s) through the effective date of termination, or

(2) if termination is not due to an uncured breach, the month in which the effective date of termination occurs.

Customer will pay any termination liability charge due to the Telephone Company within 30 days of the Telephone Company invoice date for such charge, provided, however, that the Customer shall not repay any amount attributable to any such credits or waivers that have not been, or are not, issued by the Telephone Company (and the Telephone Company will not be obligated to issue any such credits which were due but not issued prior to such termination).

(B) If any portion of this Contract Offer No. 221 is found to be invalid, unenforceable, or otherwise contrary to applicable law, the Telephone Company or the Customer may, in its respective sole discretion, terminate this Contract Offer No. 221 upon (10) days' written notice to the other.

(C) The Telephone Company may terminate this Contract Offer No. 221, upon not less than fifteen (15) business days written notice, if Customer is obligated under Section 22.221.5(C) to repay the credits and waivers under this Contract Offer No. 221 for two (2) consecutive Quarters. In the event of a termination under this Section 22.221.10(C), the Customer shall forego (repay if applicable) to the Telephone Company the total amount of any such credits and waivers attributed to any Term Month after the second of the consecutive Quarters that were or are issued to Customer (and the Telephone Company shall have no obligation to issue any such credits or waivers that have not been issued).

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.221 Contract Offer No. 221 – Access Service Offer(Cont'd)

22.221.10 Termination (Cont'd)

(D) After a transaction to which Section 22.221.8(B) applies, (i) the termination of this Contract Offer No. 221 solely applicable to any portion of the Telephone Company remaining under the control of AT&T Inc. will not terminate this Contract Offer No. 221 as it applies to any Divested Entity or Entities, and (ii) the termination of this Contract Offer No. 221 solely applicable to any Divested Entity or Entities will not terminate this Contract Offer No. 221 as it applies to any portion of the Telephone Company remaining under the control of AT&T Inc. (N)

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22. Pricing Flexibility Contract Offerings (N)

22.222 Contract Offer No. 222 – Access Service Offer

22.222.1 General Description (N)

(Nx) The Special Access Service Offer (Contract Offer No. 222) consists of TDM credit and waiver plans and a Minimum Annual Revenue Commitment plan, for which concurrent subscription is required to this Contract Offer and the following Access Tariffs: Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, Contract Offer No. 36; Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Contract Offer No. 172; BellSouth Telecommunications, LLC (BellSouth) Tariff F.C.C. No. 1, Section No. 25, Contract Offer No. 87; and Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Contract Offer No. 192 (collectively, with this Contract Offer No. 222, "Concurrently Subscribed Contract Offers"). NBTC, PBTC, BellSouth and Southwestern Bell Telephone Company, with Ameritech Operating Companies ("Ameritech" or the "Telephone Company") shall be identified herein as the "Qualified Companies." (Nx)

(N) Subject to the Terms and Conditions set forth elsewhere in this Contract Offer No. 222 and the other Concurrently Subscribed Contract Offers, Contract Offer No. 222 provides eligible customers with quarterly credits, and also requires eligible customers to make and satisfy a Minimum Annual Revenue Commitment (MARC), as defined in Section 22.222.5. The MARC is fulfilled by certain recurring revenues from, in the aggregate, certain services purchased from the Telephone Company, as set forth in this Contract Offer No. 222, and certain services purchased from the other Qualified Companies, as set forth in the other Concurrently Subscribed Contract Offers.

The certain services provided by the Telephone Company are described in Section 22.222.2, with the Subject Services set forth in Section 22.222.2(A), and Non-Subject Services set forth in Section 22.222.2(B) and (C). Contract Offer No. 222 will be available for subscription only from December 30, 2015 through January 29, 2016. This offer is not renewable. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.2 Subject and Non-Subject Services

The Subject Services, listed in Table A, below, the Legacy Non-Subject Services, listed in Table B, below, and the Ethernet Non-Subject Services, listed in Table C, below, are limited to those provided by the Telephone Company and located within the "Operating Territory" of the Telephone Company, as described in Ameritech Tariff F.C.C. No. 2, Section 21 (Operating Territory) except that in no event shall any services connecting to the Customer's or any of its Affiliate's cell sites, mobile telecommunications switching offices (MTSOs), or mobile switching centers (MSCs) be considered MARC-Eligible Services, as defined in Section 22.222.4(C), below.

(A) Subject Services

Subject Services are pricing flexibility qualified access services or rate elements listed in Table A, below.

Table A – Subject Services

Category	**Services Included**
Interstate Special Access located in Pricing Flexibility Metropolitan Statistical Areas (MSAs)	DS1 and DS3, except for any rate elements not subject to pricing flexibility

(B) Non-Subject Services

Legacy Non-Subject Services and Ethernet Non-Subject Services are listed in Tables B and C, respectively, below (collectively, the "Non-Subject Services"). Non-Subject Services are included in determinations made under this Contract Offer No. 222 (including with respect to the Eligibility, MARC achievement, and Quarterly Credit calculations and issuances), but are not otherwise subject to the rates, terms or conditions of this Contract Offer No. 222. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.2 Subject and Non-Subject Services (Cont'd)

Table B – Legacy Non-Subject Services

Category	**Services Included**[1]
Interstate Special Access Services provided by the Telephone Company but not located in Pricing Flexibility Metropolitan Statistical Areas (MSAs) and any rate elements located in Pricing Flexibility MSAs but not subject to pricing flexibility relief.	DS1 and DS3
Broadband Interstate Special Access[1]	SMARTRing® Services Lightgate® Services – OCN Optical Carrier Network (OCN) Point to Point Dedicated SONET Ring Service (DSRS)
Intrastate Special Access	Intrastate services equivalent to the interstate services listed above as either Subject Services or other Legacy Non-Subject Services

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[1] Interstate OCN PTP, DSRS, GigaMAN,® DecaMAN,® OPT-E-MAN®, BellSouth Metro Ethernet Service, AT&T Switched Ethernet, WaveMAN, BellSouth Wavelength Service, BellSouth Wavelength Dedicated Ring Service, BellSouth Wavelength Channel Service, and AT&T Dedicated Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook and http://cpr.att.com/pdf/commonEthServGuide.html (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.2 Subject and Non-Subject Services (Cont'd)

Table C – Ethernet Non-Subject Services

Category	**Services Included**[1]
Broadband Interstate Special Access[1]	GigaMAN® (Gigabit Ethernet Metropolitan Area Network) OPT-E-MAN® (Optical Ethernet Metropolitan Area Network) DecaMAN® (10 Gigabit Ethernet Metropolitan Area Network) BellSouth Metro Ethernet Service AT&T Switched Ethernet Services (ASE) Wavelength Metropolitan Area Network (WaveMAN) BellSouth Wavelength Service BellSouth Wavelength Dedicated Ring Service BellSouth Wavelength Channel Service AT&T Dedicated Ethernet (ADE)
Intrastate Special Access	Intrastate services equivalent to the interstate services listed above as Ethernet Non-Subject Services

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[1] Interstate OCN PTP, DSRS, GigaMAN,® DecaMAN,® OPT-E-MAN®, BellSouth Metro Ethernet Service, AT&T Switched Ethernet, WaveMAN, BellSouth Wavelength Service, BellSouth Wavelength Dedicated Ring Service, BellSouth Wavelength Channel Service, and AT&T Dedicated Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook and http://cpr.att.com/pdf/commonEthServGuide.html (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.2 Subject and Non-Subject Services (Cont'd)

(C) All terms and conditions for those MARC-Eligible Services that are tariffed are governed by their respective tariff sections, except as noted in this Contract Offer No. 222. All terms and conditions for those MARC-Eligible Services that are not tariffed are governed by the applicable guidebooks, service guides or contracts. No service purchased by or on behalf of any Affiliate of the Customer that is not a "Permitted Affiliate," as defined herein, and no service purchased by Customer, or any of its Permitted Affiliates, for its provision of Wireless Telecommunications Services or for connecting to the Customer's or any of its Affiliate's cell sites, MTSOs, or MSCs, shall constitute a Subject Service or Non-Subject Service under this Contract Offer No. 222. A "Permitted Affiliate," as that phrase is used in this Contract Offer No. 222, is an Affiliate of the Customer that (directly or indirectly) controls, is controlled by, or is under common control with, Customer and that, as of July 1, 2015, is purchasing any Subject Service from the Telephone Company using an Access Customer Name Abbreviations (ACNAs) that the Customer designates for inclusion in this Contract Offer No. 222 with its written notice of subscription to this (N) Contract Offer No. 222. "Affiliate" is defined herein as set forth in the (Nx) Communications Act of 1934, as amended. "Wireless Telecommunications Services" is defined as set forth in 47 CFR § 1.907. (Nx)

(D) Subject Services and Non-Subject Services shall also include any (N) additional similar or successor services which are provided by the Qualified Companies and were not available as of the effective date of this Contract Offer No. 222. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.3 Eligibility Criteria

The following Eligibility Criteria apply to this Contract Offer No. 222:

(A) Contract Offer No. 222 is available for qualified special access services located in the Pricing Flexibility MSAs where the Telephone Company has been granted Phase II pricing flexibility, as listed in Ameritech Tariff F.C.C. No. 2, Section 21 and those additional MSAs listed below. During the Term Period of this Contract Offer No. 222, if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 21 at the time of subscription, the Customer may, at its option, include Subject Services in those additional MSAs under this Contract Offer No. 222.

Phase I – All Rate Elements (Including Channel Terminations)

Chicago, IL	Anderson, IN	Evansville/Henderson, IN	Indianapolis, IN
Battle Creek, MI	Detroit/Ann Arbor, MI	Kalamazoo, MI	Cleveland/Lorain/ Elyria, OH
Cincinnati, OH	Toledo, OH	Eau Claire, WI	Kenosha, WI

Phase I – Rate Elements other than Channel Terminations

Davenport/Rock Island/Moline, IL	St. Louis, IL	Non-MSA, IN	Youngstown-Warren, OH
Non-MSA, WI	Ft. Wayne, IN		

(B) During the twelve (12) months prior to the Subscription Date (as defined in Section 22.222.4(B)),, the Customer and its Permitted Affiliates must have purchased from the Qualified Companies services included among the Subject Services and Non-Subject Services under this Contract Offer No. 222 and the Concurrently Subscribed Contract Offers, which services must have resulted in charges equivalent to those included in MARC-Eligible Charges (as defined in Section 22.222.4(C), below) during those twelve (12) months equal to no less than $730 million. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd) (N)

22.222.3 Eligibility Criteria (Cont'd) (N)

(C) Concurrently Subscribed Contract Offers (Nx)

The Customer must concurrently subscribe to the following Contract Offers:

- NBTC Tariff F.C.C. No. 1, Contract Offer No. 36;
- PBTC Tariff F.C.C. No. 1, Contract Offer No. 172;
- SWBT Tariff F.C.C. No. 73, Contract Offer No. 192; and
- BellSouth Tariff F.C.C. No. 1, Section No. 25, Contract Offer No. 25.87. (Nx)

(D) As of the time of the Customer's subscription to this Contract Offer No. 222, neither the Customer nor any Permitted Affiliate may be purchasing interstate or intrastate special access services from the Telephone Company or any other Qualified Company pursuant to (N)

(1) any pricing flexibility contract offer, other than the Concurrently Subscribed Contract Offers, or

(2) any broadband services agreement or intrastate "ICB" contract or other individually negotiated tariff or agreement that includes any minimum volume or revenue commitment, other than the Concurrently Subscribed Contract Offers. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.3 Eligibility Criteria (Cont'd)

(D) (Cont'd)

Upon filing this Contract Offer No. 222, Telephone Company will be deemed to have irrevocably waived any claim that the Customer with which Telephone Company negotiated this Contract Offer No. 222, and its Permitted Affiliates, did not meet the requirements set forth in this Section 22.222.3(D).

22.222.4 Terms and Conditions

The following Terms and Conditions apply to this Contract Offer No. 222:

(A) Subscription

To subscribe to Contract Offer No. 222, the Customer must provide written notice to the Telephone Company that Customer is subscribing, which may be done by submission of a Letter of Subscription ("LOS") to the Telephone Company. The Customer must provide, at the time of subscription, all applicable and qualifying Access Customer Name Abbreviations ("ACNAs") that the Customer designates for inclusion in this Contract Offer No. 222 for itself and its Permitted Affiliates ("Eligible ACNAs"). For the Customer's subscription to this Contract Offer No. 222 to be valid, the Eligible ACNAs must be identical to the ACNAs submitted in each written notice of such subscription submitted for each of the other Concurrently Subscribed Contract Offers. Services ordered or purchased under other ACNAs may not be transferred to, or converted for inclusion under, this Contract Offer No. 222.

(B) Term Period

The term of this Contract Offer No. 222 (Term Period) shall begin on the date the Telephone Company receives Customer's subscription (which for an LOS would be the date that a valid LOS signed by the Customer is received by the Telephone Company) ("Subscription Date"), and shall end on December 31, 2019. Term Year 1 shall begin on January 1, 2016 and end on December 31, 2016. Each subsequent Term Year shall consist of a period of twelve (12) consecutive calendar months, beginning January 1st after the end of the previous Term Year. A "Quarter" means a calendar quarter within a Term Year. This Contract Offer No. 222 and the other Concurrently Subscribed Contract Offers may be extended for up to two additional one-year periods with the written consent of Customer and the Qualified Companies. During each one-year extension, the MARC, the Quarterly Maximum Credits and Quarterly Credits will be administered at the same level as it was during Term Year 4. For clarity, agreement to the first additional one-year extension does not obligate Customer and the Qualified Companies to agree to the second additional one-year extension. (N)

(This page filed under Transmittal No. 1835)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.4 Terms and Conditions (Cont'd)

(C) The Customer must satisfy a MARC, as described in 22.222.5(A), for each Term Year of this Contract Offer No. 222. The MARC shall be satisfied by gross billed monthly recurring charges for, in the aggregate, the MARC-Eligible Services that are purchased by and billed to the Customer and its Permitted Affiliates (as each exists as of July 1, 2015, or their permitted successors) under the Eligible ACNAs, after application of

(i) any discounts or credits applicable to those recurring charges (including Discount Commitment Program credits under the Ameritech Tariff F.C.C. No. 2, Section 7.4.13) and

(ii) adjustments for overbilling, underbilling and billing dispute settlements applicable to those recurring charges, and

(iii) Quarterly Credit(s) attributable to the Quarter and/or Term Year for which MARC satisfaction is being calculated (collectively, "MARC-Eligible Charges").

By way of example only for Section 22.222.4(C)(iii), the Quarterly Credit due for the last Quarter within a Term Year will be included in the MARC calculation for such Term Year even though such Quarterly Credit is issued after the end of such Term Year, and will not be included in a MARC calculation for any following Term Year.

The MARC-Eligible Services are the Subject Services, the Legacy Non-Subject Services, and the Ethernet Non-Subject Services, as set forth in Section 22.222.2 of this Contract Offer No. 222, and the "Subject Services," the "Legacy Non-Subject Services," and the "Ethernet Non-Subject Services," as similarly set forth in the other Concurrently Subscribed Contract Offers (collectively referred as the "MARC-Eligible Services"). (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.4 Terms and Conditions (Cont'd)

(C) (Cont'd)

The MARC-Eligible Charges shall specifically exclude (among other possible items, the following list being illustrative only) the following:

(1) Any non-recurring charges, usage-based charges, temporary service charges, surcharges, fractional debit/credit amounts, minimum period charges, termination liabilities, or any other billings other than billed amounts that are, in the normal course of business, applicable on a recurring monthly basis for the applicable Quarter or Term Year;

(2) taxes or other charges imposed by a federal, state, local, or other governmental entity (e.g., Federal Universal Service Fund);

(3) service or administrative fees or charges imposed by any Qualified Company (e.g., interest charge, late payment charge);

(4) for only the Annual True-Up Process for a Term Year, any MARC-Eligible Charges billed in such Term Year that are disputed by Customer or a Permitted Affiliate, for which payment is being withheld by Customer or a Permitted Affiliate at the end of the forty-fifth (45th) day after such Term Year;

(5) shortfall or overage charges associated with term plan true-ups (e.g., for failure to satisfy commitment levels);

(6) any amount billed for special construction and any other one-time charges for building or installing facilities or equipment; and

(7) billed amounts associated with any service (or any portion of a service) that is not a MARC-Eligible Service.

Notwithstanding any other provisions of this Contract Offer No. 222, both credits and debits issued to effectuate the re-terming of MARC-Eligible Services after the expiration of their previous term commitments, whether as a result of a mechanized order generator or otherwise, and credits and debits issued for overbilling, underbilling and billing dispute settlements, shall be applicable to the Quarter based upon the invoice dates of the invoices in which such credits or debits appear.

A "permitted successor" is a successor-in-interest to the Customer or a Permitted Affiliate that is itself a Customer Affiliate that (directly or indirectly) controls, is controlled by, or is under common control with, Customer. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.4 Terms and Conditions (Cont'd)

(D) Credits earned by the Customer under this Contract Offer No. 222 and the other Concurrently Subscribed Contract Offers shall be applied as described in Section 22.222.6, below, and in the analogous sections of the other Concurrently Subscribed Contract Offers.

(E) Except as provided in Section 22.222.4(F), credits and waivers under this Contract Offer No. 222 are in addition to, and do not alter, any existing service discounts/term plans available in the Telephone Company's generally applicable tariffs.

(F) MARC-Eligible Services under this Contract Offer No. 222 may not be purchased pursuant to any pricing flexibility contract offer, broadband services agreement, intrastate "ICB" contract or other individually negotiated tariff or agreement that includes any minimum volume or revenue commitment, other than the Concurrently Subscribed Contract Offers (any such precluded tariffs or agreements hereafter referred to as an "Other Commitment Agreement"), unless the Other Commitment Agreement expressly refers to this Contract Offer No. 222 and expressly permits the Customer or a Permitted Affiliate to purchase such services subject to both this Contract Offer No. 222 and the Other Commitment Agreement. The word "purchase," as used in the foregoing sentence refers to the Customer or Permitted Affiliate obtaining or using any service in exchange for compensation, regardless of when the service was ordered or installed.

(G) Credits and waivers to be provided under this Contract Offer No. 222 will not be issued unless and until the Customer and the Permitted Affiliates have paid the billed charges for MARC-Eligible Services for the Subject Services and the Non-Subject Services due and owing as of the date the credits and waivers are issued (excluding amounts properly disputed), and is otherwise in material compliance with this Contract Offer No. 222 provided, however, a de minimis amount of past due billed charges, as compared to the total of such credits and waivers to be provided, shall not result in their non-issuance. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.4 Terms and Conditions (Cont'd)

(H) Conditions to Certain Other Credits

To be eligible to earn any of the credits under Section 22.222.6(D) or DS1 Plan Credits under Section 22.222.6(E) with respect to any Quarter, Customer and its Permitted Affiliates must subscribe to the Discount Commitment Plan (DCP) for the entirety of such Quarter using only Eligible ACNAs (except as noted below), except to the extent that the Telephone Company eliminates the DCP and the Customer and its Permitted Affiliates are not allowed to re-subscribe.

The Customer's initial DCP commitment level will be set at 90 percent of the Customer's and its Permitted Affiliates in service Local Distribution Channels under the Eligible ACNAs, as of the date the Customer and its Permitted Affiliates subscribe to the DCP; provided however, that if the Customer and its Permitted Affiliates are subscribing to the DCP as of the effective date of this Contract Offer No. 222 ("Existing DCP") and all of their Local Distribution Channels are being purchased under Eligible ACNAs that are included under the Existing DCP, then the Customer and its Permitted Affiliates' initial commitment level will remain the same as it was on that date. Eligible ACNAs not included under the DCP may be added to the DCP, and the DCP may be modified, as permitted by Ameritech Tariff FCC No. 2. Upon the expiration of a DCP during the Term Period, the Customer and its Permitted Affiliates must re-subscribe as provided in the first two sentences of this Section using only Eligible ACNAs, except that the commitment level will be set as of the effective date of re-subscription. Customer and its Permitted Affiliates shall not use any Eligible ACNAs not included in the DCP in purchasing Local Distribution Channels from the Telephone Company.

Services purchased by or on behalf of any Customer affiliate that is not a Permitted Affiliate, or purchased under an ACNA that is not an Eligible ACNA, may not be included in the DCP for Customer and its Permitted Affiliates. This Section does not preclude Customer and/or its Permitted Affiliates from subscribing and/or placing other ACNAs under one or more other, separate DCPs. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.4 Terms and Conditions (Cont'd)

(H) Conditions to Certain Other Credits (Cont'd)

To be eligible to earn any of the credits under Section 22.222.6(D) or DS1 Plan Credits under Section 22.222.6(E) with respect to any Quarter, Customer and its Affiliates may not have purchased (whether new orders, conversions from a DCP, or otherwise) any DS1 special access services that are eligible for the DCP but are purchased under an Optional Payment Plan (OPP) during such Quarter except for those which were in-service or ordered under OPP as of the Subscription Date; provided, however, any DS1 service inadvertently purchased under an OPP during a Quarter shall be transferred to the DCP and Customer will remain eligible for credits under Section 22.222.6(D) and DS1 Plan Credits under Section 22.222.6(E) for such Quarter.

The OPP is described in Section 7.4.10 of Ameritech Tariff FCC No. 2, and the DCP is described in Section 7.4.13 of Ameritech Tariff FCC No. 2.

Any ACNA that is not an Eligible ACNA inadvertently included in a DCP shall be deemed deleted, and any DS1 service that is an MARC-Eligible Service shall be transferred to an Eligible ACNA, and Customer will remain eligible for credits under Section 22.222.6(D) and DS1 Plan Credits under Section 22.222.6(E) for any affected Quarter.

(1) The Customer and its Permitted Affiliates may, in their sole discretion, terminate any DCP required by this Section as of the last day of the Term Period, without any charges arising from such termination, by providing written notice to the Telephone Company no later than thirty (30) days before the end of the Term Period.

(I) Subject Services are subject to certain rates, charges and general terms and conditions in other sections of Ameritech Tariff F.C.C. Tariff No. 2 (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services), and such terms and conditions may be modified through the filing of tariff changes at any time during the Contract Term. However, such tariff modifications will not change the Terms and Conditions described in this Contract Offer No. 222. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.4 Terms and Conditions (Cont'd)

(J) To be eligible to earn any of the credits under Sections 22.222.6(D) with respect to Quarter, no more than 93% of the gross billed monthly recurring charges (without regard to credits, discounts, or other adjustments) for interstate DS3 special access services purchased by the Customer and its Permitted Affiliates can be subject to a DS3 Optional Payment Plan of 60 months or longer ("Percentage Cap"). If the Telephone Company no longer offers a DS3 Optional Payment Plan of at least 60 months, the longest DS3 Optional Payment Plan Custom Service Term Plan or its equivalent will be used to calculate compliance with the Percentage Cap (e.g., if a 48-month payment plan is the longest then-offered, the Percentage Cap will be calculated for interstate DS3 special access services with payment plans of 48 months or longer). Compliance with this condition will be determined at the end of such Quarter.

(K) No credits or waivers shall be due if the Customer or any Permitted Affiliate has been notified in writing by any of the Qualifying Companies that it is in material breach of this Contract Offer No. 222 or another Concurrently Subscribed Contract Offer, or in material breach of any other terms and conditions governing the Subject Services or Non-Subject Services, including, without limitation, material breach of any amount due for Subject Services or Non-Subject Services, until such breach is cured or payment of past due amounts is made by the Customer or the Permitted Affiliates, as the case may be.

22.222.5 Minimum Annual Revenue Commitment (MARC)

(A) MARC Establishment

A MARC for each Term Year, as set forth in Table D, below, must be satisfied by MARC-Eligible Charges.

Table D

Term Year	**Minimum Annual Revenue Commitment**
Year 1	$545,500,000
Year 2	$545,500,000
Year 3	$545,500,000
Year 4	$545,500,000

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(A) MARC Calculations

Satisfaction of the MARC shall be determined according to MARC-Eligible Charges (defined in Section 22.222.4(C)). MARC-Eligible Charges include charges for MARC-Eligible Services that were in service as of the Subscription Date, as well as those placed in service during the Term Period.

(C) Failure to Satisfy the MARC

If the Customer and its Permitted Affiliates fail to satisfy the MARC or a Year-to-Date MARC (as defined in Section 22.222.6(B)(1)), as the case may be, as determined in the Quarterly True-Up Process or the Annual True-Up Process, the Qualified Companies shall bill and the Customer shall pay the amount of the Quarterly Shortfall or Annual Shortfall (collectively, “Shortfalls”), as applicable, as provided in Sections 22.222.6(B) and (C), below. Any Shortfalls shall be divided among this Contract Offer No. 222 and the other Concurrently Subscribed Contract Offers in proportion to the MARC-Eligible Charges under the Concurrently Subscribed Contract Offers included in the applicable Shortfall calculation.

The Customer and the Qualified Companies shall complete the processes contemplated in the Quarterly True-Up and Annual True-Up, including making any payments or applying any credits resulting therefrom, within one hundred twenty (120) days from the end of the respective Quarter or Term Year .

22.222.6 Discounts and Other Credits

(A) Quarterly Credits

For each Quarter of a Term Year, the Customer is eligible for a single Quarterly credit under, collectively, this Contract Offer No. 222 and the other Concurrently Subscribed Contract Offers (each, a “Quarterly Credit”).

The Qualified Companies will issue a single Quarterly Credit to the Customer for each Quarter during a Term Year.

Each Quarterly Credit would be in an amount equal to ten percent (10%) times the actual MARC-Eligible Charges for Subject Services and Legacy Non-Subject Services for such Quarter in a Term Year under this Contract Offer No. 222 and the other Concurrently Subscribed Contract Offers, not to exceed the applicable Quarterly Maximum Credit set forth in Table E, below, applicable to such Term Year. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.6 Discounts and Other Credits (Cont'd)

(A) Quarterly Credits (Cont'd)

Each Quarterly Credit shall be divided among this Contract Offer No. 222 and the other Concurrently Subscribed Contract Offers in proportion to the MARC-Eligible Charges for Subject Services and Legacy Non-Subject Services during the relevant Quarter under the Concurrently Subscribed Contract Offers. The Telephone Company will apply the portion of the Quarterly Credit associated with this Contract Offer No. 222 to the Customer's bill no later than sixty (60) days from the end of the Quarter to which the Quarterly Credit relates.

Table E

Term Year	**Quarterly Maximum Credit**
Year 1	$14,600,000
Year 2	$13,100,000
Year 3	$11,850,000
Year 4	$8,350,000

(B) Quarterly True-Up Process

(1) The Qualified Companies shall perform a MARC true-up calculation following each of the first three Quarters of each Term Year of this Contract Offer No. 222 and the other Concurrently Subscribed Contract Offers ("Quarterly True-Up Process"). To perform such calculations, the Qualified Companies shall determine the aggregate MARC-Eligible Charges for the MARC-Eligible Services, for the completed Quarters of the Term Year, plus any Quarterly Shortfall(s) (defined in Section 22.222.6(B)(2) and analogous provisions of the other Concurrently Subscribed Contract Offers) previously paid by the Customer under this Contract Offer No. 222 and any of the other Concurrently Subscribed Contract Offers for the completed Quarters of that Term Year (collectively, "Year-to-Date Revenue"), and shall compare that amount to the Year-to-Date MARC. The Year-to-Date MARC shall be defined as the product of one-fourth of the MARC times the number of Quarters included in each Quarterly True-Up Process. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.6 Discounts and Other Credits (Cont'd)

(B) Quarterly True-Up Process (Cont'd)

(2) If, based on the Quarterly True-Up Process, the Year-to-Date Revenue is less than the Year-to-Date MARC, the Qualified Companies will bill and the Customer will pay the amount equal to the difference between the Year-to-Date MARC and the Year-to-Date Revenue ("Quarterly Shortfall"). Any Quarterly Shortfall will be allocated among the Qualified Companies according to the amounts of MARC-Eligible Charges attributable to Subject Services and billed by the Qualified Companies during the relevant Quarter.

(C) Annual True-Up Process

(1) In calculating the MARC-Eligible Charges for a Term Year ("Current Term Year"), any Eligible Charges excluded from the Annual True-Up Process for a prior Term Year due to Section 22.222.4(C)(4) ("Previously Withheld Charges") will be included to the extent that payment is received during the Current Term Year for any such Previously Withheld Charge which has been finally resolved between the parties during the Current Term Year (a "Dispute Resolution Adjustment"). Payment of a Previously Withheld Charge without such a final resolution between the parties shall not result in a Dispute Resolution Adjustment. Payment by Customer and/or any Permitted Affiliate of a previously disputed and withheld charge shall result in a waiver of any right to re-dispute such charge and/or withhold any amount with respect to such charge, and is an example of the type of final resolution contemplated in the previous sentence. In no event will the aggregate Dispute Resolution Adjustments for any Term Year exceed $5,000,000 ("DR Cap"), provided, that any excess may be carried forward for use only in the next Term Year (which excess shall be counted against the DR Cap for such next Term Year). There shall be no carry-back of any excess Dispute Resolution Adjustments to any prior Term Year.

(2) If, at the end of a Term Year, the MARC-Eligible Charges (ignoring any Quarterly Shortfall(s) previously paid by the Customer for that Term Year) are equal to, or greater than, the MARC for that Term Year, the Telephone Company will issue a credit for any Quarterly Shortfall(s) previously paid by the Customer for that Term Year (Reversing Credit). (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.6 Discounts and Other Credits (Cont'd)

(C) Annual True-Up Process (Cont'd)

(3) If, at the end of a Term Year, the amount of the MARC-Eligible Charges plus any Quarterly Shortfall(s) previously paid for that Term Year is less than the MARC for that Term Year, the Qualified Companies shall bill, and the Customer shall pay an amount equal to the difference between (a) the MARC, and (b) the MARC-Eligible Charges plus any Quarterly Shortfall(s) paid for that Term Year ("Annual Shortfall"). Any Annual Shortfall will be allocated among the Qualified Companies according to the amounts of MARC-Eligible Charges attributable to Subject Services and billed by the Qualified Companies during the relevant Term Year.

(4) If at the end of a Term Year, (a) the MARC-Eligible Charges are less than the MARC for that Term Year, but (b) the MARC-Eligible Charges plus any Quarterly Shortfall(s) previously paid by the Customer under this Contract Offer No. 222 and the other Concurrently Subscribed Contract Offers for that Term Year are greater than the MARC for that Term Year, then the Qualified Companies will issue a credit for the difference between (c) the MARC-Eligible Charges plus any Quarterly Shortfall(s) for that Term Year, less (d) the MARC for that Term Year. Any such credits will be allocated among the Qualified Companies according to the amount of MARC-Eligible Charges attributable to Subject Services and billed by the Qualified Companies during the relevant Quarter.

(D) Termination Liability Credit. The Telephone Company will bill, and the Customer and its Permitted Affiliates shall pay, termination liability charges in accordance with applicable tariffs. The Telephone Company will issue credits in an aggregate amount that is equal to such termination liability charges due from the Customer and its Permitted Affiliates for order activity relating to interstate DS1 and/or DS3 Subject Services under Eligible ACNAs that are located in pricing flexibility MSAs that occurs during a Term Year if such DS1 or DS3 Subject Service meets all of the following conditions (each, a Qualifying Termination Charge):

(1) Such Subject Service must not have been disconnected by the Telephone Company as a result of a breach of the applicable Tariffs; and

(2) Any such DS1 Subject Service must have been in-service not less than thirty (30) days; and

(3) Any such DS3 Subject Service must have been in-service not less than one (1) year; and (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.6 Discounts and Other Credits (Cont'd)

(D) Termination Liability Credit (Cont'd)

(4) Any such DS1 or DS3 Subject Service must not have received a termination liability credit under another revenue-based or volume-based offer, or otherwise received a waiver of such termination liability charge or other credit in an amount equal to such termination liability charge.

By way of example only, if Customer submitted a disconnect order for an interstate DS1 Subject Service prior to the beginning of Term Year 1 and disconnection occurred during a Term Year, any termination liability charges could not constitute a Qualifying Termination Charge. By way of further example, if Customer submitted a disconnect order for an interstate DS3 Subject Service prior to the expiration of the Term Period and disconnection occurred after such expiration, any termination liability charges would constitute a Qualifying Termination Charge if the conditions in items (1) through (4) were all met.

Any credits due under this Section for Qualifying Termination Charges billed in a Quarter will be issued during the second calendar month after such Quarter.

This Section shall not result in any credit for a termination liability charge such that Customer and/or its Permitted Affiliate receives more than the amount paid to satisfy the termination liability charge.

(E) DS1 Plan Credits. If, during any Quarter, the Customer or its Permitted Affiliates purchase fewer Local Distribution Channels under the Eligible ACNAs than required by their commitment level(s), as described in Section 22.222.4(H), the Telephone Company will provide credits in an amount equal to the difference between the charges billed to the Customer or its Permitted Affiliates under the Eligible ACNAs as provided in the DCP and the charges that would have been billed under the Eligible ACNAs by applying the DCP rates to the actual quantity of Local Distribution Channels purchased by the Customer and its Permitted Affiliates (except to the extent the charges are attributable to circuits disconnected by the Telephone Company as a result of a breach of the applicable Tariffs). Any such credits shall be applied to invoices for Subject Services, and will be issued during the second calendar month after the end of the Quarter in which such charges are billed. With respect to the application of the prior sentence to the last Quarter in the Term Period, the credit due for charges billed in the last Quarter will be made after expiration of the Term Period. In addition, such charges incurred in the final month of the Term Period which are subsequently billed after expiration of the Term Period, will be credited in the second month after the billing of

(N)

such charges, notwithstanding the fact that the Term Period has expired.

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.6 Discounts and Other Credits (Cont'd)

(D) DS1 Plan Credits (Cont'd)

Any DS1 service inadvertently purchased under an ACNA in an Existing Commitment that is not an Eligible ACNA shall be transferred to an Eligible ACNA if the DS1 service is a MARC-Eligible Service. Any ACNA that is not an Eligible ACNA inadvertently included in a successor Portability Commitment shall be deemed deleted, and any DS1 service that is an MARC-Eligible Service shall be transferred to an Eligible ACNA. In either case, Customer will remain eligible for credits under Section 22.222.6(D) and DS1 Plan Credits under Section 22.222.6(E) for any affected Quarter.

(E) Customer shall be issued a single, one-time credit by the Qualifying Companies in the amount of $47,470,000, which will be divided among the Qualifying Companies and each portion issued during the second month of Term Year 1.

22.222.7 Assignment/Transfer/Successors

(A) This Contract Offer No. 222 may not be assigned or otherwise transferred, in whole or in part, by either party, except as provided in this Section or as a result of a divestiture described in Section 22.222.8 (in which case Section 22.222.8 will apply).

(B) Subject to the other requirements in this Contract Offer No. 222, this Contract Offer No. 222 and the other Concurrently Subscribed Contract Offers may only be assigned or otherwise transferred:

(i) together and in their entirety, to any person or entity only with the prior written consent of the other party, which shall not be unreasonably withheld, or

(ii) in part, only as part of a transaction described in Section 22.222.8.

(C) Notwithstanding Section 22.222.7(B), Customer shall have the right, without the consent of but with prior notice to the Qualifying Companies for determination of credit worthiness, to assign or otherwise transfer all of the Concurrently Subscribed Contract Offers in their entirety at the same time to a single Permitted Affiliate, so long as that Permitted Affiliate otherwise qualifies under the Concurrently Subscribed Contract Offers. Upon any such assignment or other transfer to such a Permitted Affiliate, Customer shall thereafter be considered a Permitted Affiliate. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.7 Assignment/Transfer/Successors (Cont'd)

(D) Subject to the provisions of Sections 22.222.7(B) and (C),

(i) any assignee or other transferee of the Concurrently Subscribed Contract Offers in its entirety (including any Permitted Affiliate) from Customer must demonstrate credit worthiness under both (1) and (2), below (and if (1) and (2) are not applicable, then (3), below shall apply); and

(ii) neither the proposed assignee or transferee nor its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it) at any time during the Term Period.

(1) Any debt securities of the proposed assignee or transferee or any parent (defined in this Contract Offer No. 222 as any entity that owns directly or indirectly more than fifty percent (50%) of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

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

(a) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(b) "high risk" in a Paydex score as published by Dun and Bradstreet.

(3) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (1) or (2) of this Section 22.222.7(D) is not available, the Qualifying Companies shall exercise their reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.7 Assignment/Transfer/Successors (Cont'd)

(E) Any assignment or other transfer shall be subject to the other party's rights under this Contract Offer No. 222. Any assignee or transferee shall continue to perform the assigning or transferring party's obligations under this Contract Offer No. 222. Further, notwithstanding Section 22.222.7(B), the Telephone Company may also, without the Customer's consent, assign its rights and obligations under this Contract Offer No. 222 to an Affiliate with notice to Customer, or subcontract to an Affiliate or a third party work to be performed under this Contract Offer No. 222. For avoidance of doubt, except as provided in Section 22.222.8, any and all credit and MARC calculations under the Concurrently Subscribed Contract Offers shall be performed in same manner and with the same data irrespective of the parties to the Concurrently Subscribed Contract Offers.

(F) The assignor or transferor will remain financially responsible for the performance of this Contract Offer No. 222 and/or its obligations hereunder.

(G) Any assignment or other transfer of this Contract Offer No. 222 or the rights or obligations hereunder, or any attempt to do either, in violation of this Section or Section 22.222.8 shall be void. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.8 Mergers/Acquisitions and Sales/Divestitures

(A) Subject to Sections 22.222.8(B), (C) and (D), all provisions of this Contract Offer No. 222 shall continue in full force and in effect notwithstanding any merger or acquisition affecting a party. A merger or acquisition within the meaning of this provision, shall include, without limitation, any transaction in which the party, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of a merger of another entity with Customer or any Customer Affiliate, or the acquisition by the Customer and/or any Customer Affiliate of another company or a portion of the business of another company (including, but not limited to, any ACNA that is not an Eligible ACNA) (the "Acquired Property"), if the Acquired Property purchases any service from the Telephone Company, such service shall not be included in the Concurrently Subscribed Contract Offers for any purpose (including without adding any services or charges attributable to expansion of Customer's and/or any Permitted Affiliate's purchase of any services from the Telephone Company through an Acquired Property), nor shall any credits or waivers be due or issued hereunder that are attributable or associated with such service or such Acquired Property. The "Transaction Close Date" shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased. Purchases by the Acquired Property shall not be part of any calculation hereunder, including, without limitation, as a MARC-Eligible Service, as generating MARC-Eligible Charges, to determine achievement of the MARC, in fulfilling the commitment set forth in this Contract Offer No. 222, or be eligible for any credits or waivers under this Contract Offer No. 222.
If Customer violates the provisions of this Section 22.222.8(A), then (without limiting any right the Qualifying Companies might otherwise have to terminate this Contract Offer No. 222 and the other Concurrently Subscribed Contract Offers):

(i) Customer shall notify the Telephone Company promptly upon the occurrence of such violation, or the Telephone Company, upon discovering the violation on its own, shall issue its own notice to Customer (either notice, a "Violation Notice"). Such a violation will be deemed to occur if (a) Customer or any Permitted Affiliate assigns any Eligible ACNAs to any existing MARC-Eligible Services purchased through an Acquired Property as of the closing of the acquisition of the Acquired Properties, or (b) Customer or any Permitted Affiliate disconnects any MARC-Eligible Services purchased under an ACNA of the Acquired Property and then re-purchases that same MARC-Eligible Service for the same end-user location under an Eligible ACNA; provided, however, that any such activity performed solely to reflect changes in services ordered by Customer's (or its Permitted Affiliate's) end user shall not be deemed a violation of this provision. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.8 Mergers/Acquisitions and Sales/Divestitures (Cont'd)

(A) (Cont'd)

(ii) Upon a Violation Notice provided by either party, Customer and/or its Permitted Affiliates must promptly, and no later than sixty (60) days after the date of the Violation Notice, complete such activities in cooperation with the Telephone Company to exclude the Acquired Properties from the Concurrently Subscribed Contract Offers and to ensure such exclusion continues prospectively.

(iii) In the event of a Violation Notice provided by either party, the Telephone Company shall calculate the effect of the violation (such effect may include, but is not limited to, any difference in charges paid by Customer, any Permitted Affiliate, or the Acquired Property as a result of the violation, any avoidance of shortfall or overage charges under the Tariffs as a result of the violation, any credits or waivers of termination liability charges as a result of the violation, and any avoidance of Shortfalls that Customer would have been required to pay had the Acquired Properties been excluded) for the period during which the violation occurred and for such time as the violation continues prospectively until cured ("Unearned Economic Benefit"). Customer, upon being billed by the Telephone Company, shall pay the Telephone Company the amount of such Unearned Economic Benefit plus: (a) in a case where Customer provided the Telephone Company the Violation Notice, interest at one percent (1.0%) per month for any period during which the violation resulted in Customer receiving an Unearned Economic Benefit, and (b) in a case where the Telephone Company provided Customer the Violation Notice, interest at three percent (3.0%) per month for any period during which the violation resulted in Customer and/or any Permitted Affiliate receiving an Unearned Economic Benefit.

(B) If, during the Term Period, any entity included in the definition of Qualifying Companies is no longer an Affiliate of the other entities included within such definition (a "Divested Entity or Entities"), then as of the closing date(s) of the relevant transaction(s), the Concurrently Subscribed Contract Offers shall be administered and enforced, and any rights or obligations of any party shall apply, separately to: (i) the Qualifying Companies (if any) that continue to be Affiliates (the "Remaining AT&T ILECs"), and (ii) the Divested Entity or Entities, after taking into account such relevant transaction(s). In particular, but without limitation, the MARCs, the Quarterly Maximum Credits and the Quarterly Credits will be pro-rated between the Remaining AT&T ILECs, and the Divested Entity or Entities in proportion to the amount of the MARC-Eligible Charges (as defined in the Concurrently Subscribed Contract Offers) billed by the Remaining AT&T ILECs and by the Divested Entity or Entities, for the three full calendar months (N) immediately prior to the Transaction Close Date of the relevant transaction(s).

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.8 Mergers/Acquisitions and Sales/Divestitures (Cont'd)

(C) If, during the Term Period, any transaction results in a portion of any entity included in the definition of Qualifying Companies being sold or otherwise transferred to a Non-Affiliate of such entity ("Acquirer"), then subject to a partial assignment of the Concurrently Subscribed Contract Offer applicable to such entity, as of the closing date(s) of the relevant transaction(s), the Concurrently Subscribed Contract Offers shall be administered and enforced, and any rights or obligations of any party shall apply, separately to: (i) the Qualifying Companies (including their remaining portions) (if any) that continue to be Affiliates ("Remaining AT&T Properties"), and (ii) the Acquirer, after taking into account such relevant transaction(s). In particular, but without limitation, the MARCs, the Quarterly Maximum Credits and the Quarterly Credits will be pro-rated between the Remaining AT&T Properties and the Acquirer in proportion to the amount of the MARC-Eligible Charges billed for MARC-Eligible Services (1) remaining with the Remaining AT&T Properties, and (2) that would be provided by the Acquirer, for the three full calendar months immediately prior to the Transaction Close Date of the relevant transaction(s). However, if, despite commercially reasonable efforts, pursued in good faith, the Acquirer refuses to accept partial assignment of the Concurrently Subscribed Contract Offer, then the MARCs, the Quarterly Maximum Credits and the Quarterly Credits between the Remaining AT&T Properties and Customer under the other Concurrently Subscribed Contract Offers shall be reduced to reflect the proportional reduction in the amount of the MARC-Eligible Charges billed for MARC-Eligible Services that will be provided by the Remaining AT&T Properties immediately following the Transaction Close Date of the relevant transaction(s).

(D) If, during the Term, Customer and/or any of the Permitted Affiliates (collectively, "Customer Group") (or any portion of any of them, for example, in the event of an asset sale) no longer is an Affiliate of or Affiliated with, or (as in the case of an asset sale) otherwise part of, entities included within the Customer Group, then as of the closing date(s) of the relevant transaction(s), the Concurrently Subscribed Contract Offers shall be administered and enforced, and any rights or obligations of any party shall apply, only to the entities and portions thereof remaining in the Customer Group (the "Remaining Customer Entities"), after taking into account such relevant transaction(s). In particular, but without limitation, the MARCs, the Quarterly Maximum Credits and the Quarterly Credits, will be reduced to reflect the proportional reduction to the amount of the MARC-Eligible Charges billed for MARC-Eligible Services that will be provided by the Qualified Companies to the Remaining Customer Entities immediately following the Transaction Close Date of the relevant transaction(s). (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.8 Mergers/Acquisitions and Sales/Divestitures (Cont'd)

(E) This Contract Offer No. 222 shall not apply to any ACNA listed in the Customer's written notice of subscription that is assigned or otherwise transferred. Sections 22.222.7(D) and (F) shall not apply to any partial assignment implemented in connection with a divestiture under this Section, and neither the partial assignor nor transferor shall have any remaining responsibility for the prospective performance of the Concurrently Subscribed Contract Offers and/or its obligations thereunder by the assignee or transferee, except to the extent otherwise expressly set forth in the documentation implementing said partial assignment. Any assignment or other transfer under Section 22.222.8(B), (C) or (D) shall only have prospective effect from the Transaction Close Date of the relevant transaction, including that such assignment or other transfer shall not relieve any of the parties from its obligations or liabilities attributable to the period prior to the Transaction Close Date. A party shall provide written notice to its planned partial assignment or other transfer under Section 22.222.8(B), (C) or (D) not less than thirty (30) days prior to the anticipated Transaction Close Date of the relevant transaction.

22.222.9 Termination

(A) Termination for Convenience. Customer may terminate all, but not less than all, of the Concurrently Subscribed Contract Offers at any time upon not less than ten (10) days' written notice to the Qualified Companies.

(B) If any of the Concurrently Subscribed Contract Offers is terminated for any reason other than due to the material breach by a Qualifying Company, all of the other Concurrently Subscribed Contract Offers will also automatically and simultaneously terminate.

(C) In the event of the termination of the Concurrently Subscribed Contract Offers as described in Section 22.222.9(A) or 22.222.9(B), the MARC for the Term Year, the Quarterly Maximum Credits and the Quarterly Credit for the Quarter, in which the effective date of termination occurs will be pro-rated to such effective date, and the Annual True-Up Process will be used to determine fulfillment of such pro-rated MARC, with all calculations made with reference to such termination effective date (including the amount of MARC-Eligible Charges, and any MARC Shortfalls). Any such termination shall not affect any credits or waivers due prior to the effective date of termination.

(D) If this Contract Offer No. 222 is terminated due to a material breach by the Telephone Company, any credits under Section 22.222.6(D) would be limited to order activity prior to the effective date of termination, and any credit under Section 22.222.6(E) for the month in which such termination occurs would be pro-rated to the effective date of such termination. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.9 Termination (Cont'd)

(E) If any of the Concurrently Subscribed Contract Offers is terminated due to a material breach by a Qualifying Company, the Quarterly Credit and Quarterly Maximum Credit for the Quarter, and the MARC for the Term Year, in which the effective date of termination occurs will each be reduced, based upon such termination effective date and the proportions of the amount of the MARC-Eligible Charges billed for the period of the three full calendar months immediately prior to such termination by the Qualifying Companies that have effective Concurrently Subscribed Contract Offers, and by such terminated Qualifying Company. The Quarterly Maximum Credits and Quarterly Credits applicable to subsequent Quarters, and the MARCs applicable to subsequent Term Years, will each be reduced, based on the proportions of the amount of the MARC-Eligible Charges billed for the period of the three full calendar months immediately prior to such termination by the Qualifying Companies that have effective Concurrently Subscribed Contract Offers, and by such terminated Qualifying Company.

(F) (1) If any portion of Section 22.222.3, Section 22.222.4, Section 22.222.5, or Section 22.222.6 of this Contract Offer No. 222 is found to be invalid, unenforceable, or otherwise contrary to applicable law, the Telephone Company or the Customer may, in its respective sole discretion, terminate this Contract Offer No. 222 upon (10) days' written notice to the other.

(2) If any portion of this Contract Offer No. 222 not addressed by Section 22.222.9(F)(1) is found to be invalid, unenforceable, or otherwise contrary to applicable law, the remaining provisions of this Contract Offer No. 222 will remain in effect.

(G) After a transaction to which Section 22.222.8(B) or (C) applies,

(1) the termination of this Contract Offer No. 222 solely applicable to any portion of the Telephone Company remaining under the control of AT&T Inc. will not terminate this Contract Offer No. 222 as it applies to any Divested Entity or Entities, and

(2) the termination of this Contract Offer No. 222 solely applicable to any Divested Entity or Entities will not terminate this Contract Offer No. 222 as it applies to any portion of the Telephone Company remaining under the control of AT&T Inc. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.222 Contract Offer No. 222 – Access Service Offer (Cont'd)

22.222.9 Termination (Cont'd)

(H) Termination for Persistent MARC Shortfalls. If, pursuant to the Quarterly Review described in Section 22.222.5(C), above, the Qualified Companies determines that for two (2) consecutive Quarters the MARC-Eligible Charges are less than $129,556,250, then the Qualified Companies in their sole discretion may, but shall not be required to, terminate the Concurrently Subscribed Contract Offers by providing written notice of termination to Customer within ninety (90) days after the end of the last of such two (2) consecutive Quarters. Such a termination shall not alter Customer's obligation to pay any Shortfall charges due hereunder (including any Quarterly Shortfall), or the Qualified Companies' obligation to issue any credits or waivers due under the Concurrently Subscribed Contract Offers for the period up until the date of termination. For avoidance of doubt, (a) the Quarterly Credit attributable to the last of such two (2) consecutive Quarters shall be due, and the Quarterly Shortfall owed for such Quarter shall be paid, and (b) termination under this Section shall not be considered to be a result of any material breach by Customer or any Permitted Affiliate.

22.222.10 Effect of Contract Offer No. 222 on Any Grandfathering or Sunsetting of Subject Services or Non-Subject Service

Nothing in this Contract Offer No. 222 shall prevent the Telephone Company or any other Qualified Company from terminating the provision of Subject Services or Non-Subject Services, in part or in their entirely, prior to the end of the Term Period, to the extent permitted by applicable law provided that if any such action has the effect of materially reducing the Customer's and its Permitted Affiliates' MARC-Eligible Charges, the MARC, Quarterly Maximum Credits, and the Quarterly Credits shall be reduced in proportion to such reduction in the Customer's and its Permitted Affiliates' MARC-Eligible Charges. The Telephone Company and the Customer will meet and confer as necessary to determine the amount of such reduction. (N)

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22. Pricing Flexibility Contract Offerings (N)

22.223 Contract Offer No. 223 – Access Service Offer

22.223.1 General Description (N)

This Special Access Service Offer (Contract Offer No. 223) is a Spend Plan for which concurrent subscription is required to this Contract Offer and the following Contract Offers: Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, Contract offer No. 37; Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Contract Offer No. 173; BellSouth Telecommunications, LLC (BellSouth) Tariff F.C.C. No. 1, Contract Offer No. 88; and Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Contract Offer No. 193 (collectively, with this Contract Offer No. 223, Concurrently Subscribed Contract Offers). NBTC, PBTC, BellSouth and SWBT, with Ameritech Operating Companies ("Telephone Company") shall be identified herein as, collectively, the "Qualified Companies." (Nx)

(Nx)

(N) Subject to the Terms and Conditions set forth elsewhere in this Contract Offer No. 223 and the other Concurrently Subscribed Contract Offers, the Concurrently Subscribed Contract Offers allows eligible Customers to earn credits based upon its level of Spend-Eligible Charges ("Spend"), as defined in the Concurrently Subscribed Contract Offers. The Spend calculation reflects certain recurring revenue from, in the aggregate, all Spend-Eligible Services purchased from the Telephone Company, as set forth in in this Contract Offer No. 223, and certain services purchased from the other Qualified Companies, as set forth in the other Concurrently Subscribed Contract Offers. Contract Offer No. 223 will be available for subscription only from January 29, 2016 through February 28, 2016. This offer is not renewable.

22.223.2 Subject and Non-Subject Services

"Spend-Eligible Services" consist of both Subject Services, listed in Table A, below, and Non-Subject Services, listed in Table B, below, provided by the Telephone Company and located within the operating territory of the Telephone Company, as described in Ameritech Tariff F.C.C. No. 2, Section 14 (Operating Territory), except that in no event shall any services connecting to cell sites, mobile telecommunications switching offices (MTSOs), or mobile switching centers (MSCs) be considered Spend-Eligible Services. Spend-Eligible Charges include charges for Spend-Eligible Services that were in service as of the Subscription Date, as well as those placed in service during the Term Period. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.2 Subject and Non-Subject Services (Cont'd)

(A) Subject Services
Subject Services are pricing flexibility qualified access services or rate elements listed in Table A, below. Subject Services are subject to all rates, terms and conditions of this Contract Offer.

Table A – Subject Services as referenced in 22.223.4 (A).

Category	**Services Included**
Interstate Special Access located in Pricing Flexibility Metropolitan Statistical Areas (MSAs)	All Voice Grade (VG), DS0, DS1 and DS3 special access services or rate elements that are eligible for pricing flexibility

(B) Non-Subject Services
Non-Subject Services are listed in Table B, below. Non-Subject Services are included in Spend calculations, but are not otherwise subject to the rates, terms or conditions of this Contract Offer No. 223.

Table B – Non-Subject Services

Category	**Services Included**
Interstate Special Access Services provided by the Telephone Company but not located in Pricing Flexibility Metropolitan Statistical Areas (MSAs) and any rate elements located in Pricing Flexibility MSAs but not subject to pricing flexibility relief.	Any VG, DS0, DS1, and DS3 special access services and rate elements not listed in Table A
Intrastate Special Access	Intrastate services equivalent to the interstate services listed above as either Subject Services or Non-Subject Services

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.2 Subject and Non-Subject Services (Cont'd)

(C) All terms and conditions for those Spend-Eligible Services that are tariffed are governed by their respective tariff sections, except as otherwise provided in this Contract Offer No. 223. All terms and conditions for those Spend-Eligible Services that are not tariffed are governed by the applicable guidebooks, service guides or contracts.

(D) No service purchased by Customer, or any of its Qualifying Affiliates, for the provision of Wireless Telecommunications Services, shall constitute a Subject Service or Non-Subject Service under this Contract Offer No. 223.

(E) Subject Services and Non-Subject Services shall also include any additional similar or successor services which are subsequently provided by the Telephone Company and were not available as of the effective date of this Contract Offer No. 223.

22.223.3 Definitions

As used in this Contract Offer No. 223,

(A) "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.

(B) A "Permitted Successor" is a successor-in-interest to the Customer or a Qualifying Affiliate that is itself an Affiliate of Customer.

(C) A "Qualifying Affiliate" means any Customer Affiliate (as Customer Affiliates exist on the Subscription Date) that meets any of the following:

(1) is a telecommunications carrier under applicable federal or state law; or

(2) has an assigned ACNA; or (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.3 Definitions (Cont'd)

(C) (Cont'd)

(3) is purchasing for resale or using an input into another service being offered or otherwise provided to non-Affiliates (a) any of the services in Table A or Table B, above, or (b) any interstate broadband services provided by any of the Qualified Companies;[1] or

(4) is a customer of record with any of the Qualified Companies for (a) any of the services in Table A or Table B, above, or (b) any interstate broadband services provided by any of the Qualified Companies.

(D) "Term Month" means a full calendar month during the Term Period. However, except the partial month from the Subscription Date until the end of the calendar month in which the Subscription Date occurs, the partial month at the start of a Measuring Period and the partial month at the end of the Measuring Period will each be a Term Month.

(E) "Wireless Telecommunications Services" means wireless radio services, whether fixed or mobile, and are subject to regulation on a common carrier basis under federal law.

[1] Interstate OCN PTP, DSRS, GigaMAN,® DecaMAN,® OPT-E-MAN®, BellSouth Metro Ethernet Service, AT&T Switched Ethernet, WaveMAN, BellSouth Wavelength Service, BellSouth Wavelength Dedicated Ring Service, BellSouth Wavelength Channel Service, and AT&T Dedicated Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook and http://cpr.att.com/pdf/commonEthServGuide.html. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.4 Eligibility Criteria

The following Eligibility Criteria apply to this Contract Offer No. 223:

(A) Contract Offer No. 223 is available for qualified special access services located in the Pricing Flexibility MSAs where the Telephone Company has been granted Phase II pricing flexibility, as listed in Ameritech Tariff F.C.C. No. 2, Section 21 and Phase I pricing flexibility in those additional MSAs listed below. During the Term Period of this Contract Offer No. 223, if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 21 at the time of subscription, the Customer may, at its option, include Subject Services in those additional MSAs as eligible for the discounts under this Contract Offer No. 223.

Phase I – All Rate Elements (Including Channel Terminations):

Chicago, IL	Anderson, IN	Evansville/Henderson, IN	Indianapolis, IN
Battle Creek, MI	Detroit/Ann Arbor, MI	Kalamazoo, MI	Cleveland/Lorain/ Elyria, OH
Cincinnati, OH	Toledo, OH	Eau Claire, WI	Kenosha, WI

Phase I – Rate Elements other than Channel Terminations

Davenport/Rock Island/Moline, IL	St. Louis, IL	Fort Wayne, IN	Non-MSA, IN
Youngstown-Warren, OH	Non-MSA, WI		

(B) During November 2015, the Customer and its Permitted Affiliates must have purchased from the Qualified Companies services included among the Subject Services and Non-Subject Services under this Contract Offer No. 223 and under the other Concurrently Subscribed Contract Offers, which services must have resulted in charges equivalent to those included in the Spend-Eligible Charges (as defined in the Concurrently Subscribed Contract Offers) in an aggregate amount of not less than $13,750,000 and not greater than $15,250,000.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.4 Eligibility Criteria (Cont'd)

(C) At the end of November, 2015, the Customer and its Qualifying Affiliates must have had in-service with the Qualified Companies all of the following:

(1) no fewer than 47,000 interstate DS1 special access services with a local channel but no more than 52,000_ interstate DS1 special access services with a local channel, that would qualify as Spend-Eligible Services, and

(2) no fewer than 2,200 interstate DS3 special access services with a local channel or multiplexers used with Interstate DS1 special access services but no more than 2,500 interstate DS3 special access services with a local channel or multiplexers used with Interstate DS1 special access services, that would qualify as Spend-Eligible Services.

(D) Neither Customer nor its Qualifying Affiliates can be a provider of Wireless Telecommunication Services.

(E) As of the Subscription Date, neither the Customer nor its Qualifying Affiliates may be purchasing from the Telephone Company interstate or intrastate special access services from the Telephone Company pursuant to any pricing flexibility contract offer intrastate "ICB" contract or other individually negotiated arrangement that includes any minimum volume or revenue commitment, other than any contract offer that will be terminated upon the Customer's subscription to this Contract Offer No. 223.

(F) The number of special access services channel termination components and local channel components purchased by the Customer and its Qualifying Affiliates from the Qualified Companies must not have decreased from the period from November 2014 through April 2015, inclusive (Period A), to the period from May 2015, through October 2015 (Period B), inclusive, by more than 1.3%. The foregoing will be determined by aggregating the number of in-service components at the end of each calendar month for Period A and comparing that number to the aggregate number of in-service components at the end of each calendar month for Period B.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.4 (Cont'd) Eligibility Criteria (N)

(G) Concurrently Subscribed Contract Offers. The Customer must concurrently subscribe to the following Contract Offers ("Concurrently Subscribed Contract Offers"): (Nx)

- NBTC Tariff F.C.C. No. 1, Contract Offer No. 37;
- PBTC Tariff F.C.C. No. 1, Contract Offer No. 173;
- SWBT Tariff F.C.C. No. 73, Contract Offer No. 193;
- Ameritech Tariff F.C.C. No. 2, Contract Offer No. 223; and
- BellSouth Tariff F.C.C. No. 1, Contract Offer No. 88.

(Nx)

22.223.5 Terms and Conditions (N)

The following Terms and Conditions apply to this Contract Offer No. 223:

(A) Subscription.

To subscribe to Contract Offer No. 223, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company. The LOS must encompass Customer and all of its Qualifying Affiliates, and Customer must include, in the LOS, all Access Customer Name Abbreviations (ACNAs) used by Customer and its Qualifying Affiliates ("Eligible ACNAs"). The Eligible ACNAs must be identical to the ACNAs submitted in each written notice of such subscription submitted for each of the other Concurrently Subscribed Contract Offers. Services ordered or purchased under other ACNAs may not be transferred to, or converted for inclusion under, this Contract Offer No. 223. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.5 Terms and Conditions (Cont'd)

(B) Term Period

The term of this Contract Offer No. 223 ("Term Period") shall begin on the date that Customer submits a valid and executed Letter of Subscription (LOS) to the Telephone Company ("Subscription Date"), and shall end on June 20, 2017, subject to an extension as provided in this Section.

This Contract Offer No. 223 and the other Concurrently Subscribed Contract Offers may be extended by Customer for up to one (1) consecutive one-year extension periods by providing the Telephone Company and the other Qualified Companies with written notice of such exercise at least ninety (90) days prior to the then-applicable expiration date of the Term Period. If such notice is not received by such date, the Term Period will end on the following June 20th.

(C) During the Term Period, the Customer and its Qualifying Affiliates (as each exists on the Subscription Date), in the aggregate, must meet each of the following criteria on the last day of each Measuring Period for purchases of Subject and Non-Subject Services from the Qualified Companies. The Term Period of this Contract Offer No. 223 may not be extended unless the term periods of all of the other Concurrently Subscribed Contract Offers are identically extended (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.5 Terms and Conditions (Cont'd)

(C) (Cont'd)

Measuring Period	DS1 Volume Commitment	DS3 Volume Commitment
Period 1 Subscription Date - February 29, 2016	No less than 44,563 in-service interstate and intrastate DS1 channel termination rate elements for local channels being purchased from the Qualified Companies on February 29, 2016.	No less than 2,337 in-service interstate and intrastate DS3 channel termination rate elements for local channels and multiplexers being purchased from the Qualified Companies on February 29, 2016.
Period 2 March 1, 2016-June 20, 2016	No less than ninety percent (90%) of the aggregate number of in-service interstate and intrastate DS1 channel termination rate elements for local channels being purchased from the Qualified Companies on. February 29, 2016,	No less than ninety percent (90%) of the aggregate number of the in-service interstate and intrastate DS3 channel termination rate elements for local channels and multiplexers being purchased from the Qualified Companies on February 29, 2016.
Period 3 June 21, 2016-June 20, 2017	No less than ninety percent (90%) of the aggregate number of in-service interstate and intrastate DS1 channel termination rate elements for local channels being purchased from the Qualified Companies on June 20, 2016.	No less than ninety percent (90%) of the aggregate number of the in-service interstate and intrastate DS3 channel termination rate elements for local channels and multiplexers being purchased from the Qualified Companies on June 20, 2016.
Period 4 Optional 1 June 21, 2017-June 20, 2018	No less than ninety percent (90%) of the aggregate number of in-service interstate and intrastate DS1 channel termination rate elements for local channels being purchased from the Qualified Companies on June 20, 2017.	No less than ninety percent (90%) of the aggregate number of the in-service interstate and intrastate DS3 channel termination rate elements for local channels and multiplexers being purchased from the Qualified Companies on June 20, 2017

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.5 Terms and Conditions (Cont'd)

(C) (Cont'd)

(i) If the DS1 Volume Commitment is not met for any Measuring Period, the Telephone Company will bill, and the other Qualified Companies will bill under the Concurrently Subscribed Contract Tariff Offers, and Customer shall pay, a volume shortfall charge equal to (i) the difference between that Measuring Period's DS1 Volume Commitment less the actual in-service interstate and intrastate DS1 special access circuits ("DS1 Shortfall"), times the number of months in the Measuring Period times $175.00 (the "DS1 Shortfall Charge"). The DS1 Shortfall Charge billed by each Qualified Company will be in proportion to the number of in-service interstate and intrastate DS1 channel termination rate elements for local channels being purchased from the Qualified Company on the last day of the Measuring Period to the aggregate number of such services being purchase from all Qualified Companies in that date.

(ii) If the DS3 Volume Commitment is not met for any Measuring Period, the Telephone Company will bill, and the other Qualified Companies will bill under the Concurrently Subscribed Contract Tariff Offers, and Customer shall pay, a volume shortfall charge equal to (i) the difference between that Measuring Period's DS3 Volume Commitment less the actual in-service interstate and intrastate DS3 special access circuits, times the number of months in the Measuring Period times $650.00 (the "DS3 Shortfall Charge"). The DS3 Shortfall Charge billed by each Qualified Company will be in proportion to the number of in-service interstate and intrastate DS3 channel termination rate elements for local channels and multiplexers being purchased from the Qualified Company on the last day of the Measuring Period to the aggregate number of such services being purchase from all Qualified Companies in that date. (The DS1 Shortfall Charge and the DS3 Shortfall Charge are collectively, the "Volume Shortfalls" and each a "Volume Shortfall".) (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.5 Terms and Conditions (Cont'd)

(C) (Cont'd)

(iii) Failure to pay any Volume Shortfall shall be deemed a material breach of this Contract Offer No. 223.

(iv) If at the end of any Measuring Period, the DS1 Volume Commitment and/or DS3 Volume Commitment have not been met, the Telephone Company shall take into account any valid pending orders for the installation and/or disconnection of interstate and intrastate DS1 or DS3 special access circuits that were submitted and not installed during that Measuring Period in determining any Volume Shortfall.

(v) If any orders taken into account pursuant to Section 22.223.5.C(iv) are cancelled and, as a result, the DS1 Volume Commitment or DS3 Volume Commitment has then not been met for the Measuring Period, Customer will be charged the applicable Volume Shortfall for that Measuring Period.

(D) Credits earned under this Contract Offer No. 223 and the other Concurrently Subscribed Contract Offers shall be applied as described in Section 22.223.6, below, and in the analogous sections of the other Concurrently Subscribed Contract Offers.

(E) Except as provided in Section 22.223.5(F), credits earned under this Contract Offer No. 223 are in addition to, and do not alter, any existing service discounts/term plans available in the Telephone Company's generally applicable tariffs or other Telephone Company contract offers.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.5 Terms and Conditions (Cont'd)

(F) Spend-Eligible Services under this Contract Offer No. 223 may not be purchased pursuant to any pricing flexibility contract offer, intrastate “ICB” contract or other individually negotiated tariff or agreement that includes any minimum volume or revenue commitment, other than the Concurrently Subscribed Contract Offers (any such precluded tariffs or agreements hereafter referred to as an “Other Commitment Agreement”), unless the Other Commitment Agreement expressly refers to this Contract Offer No. 223 and expressly permits the Customer to purchase such services subject to this Contract Offer No. 223 and such Other Commitment Agreement. The word “purchase,” as used in the foregoing sentence, refers to the Customer or any of its Affiliates obtaining or using any service in exchange for compensation, regardless of when the service was ordered or installed.

(G) Credits to be provided under this Contract Offer No. 223 will not be issued unless and until the Customer and/or its Qualifying Affiliates have paid all billed charges for Spend-Eligible Services due and owing to the Qualified Companies as of the date the credits are issued (excluding amounts disputed and withheld in accordance with the applicable Qualified Company's dispute process), and are otherwise in material compliance with the Concurrently Subscribed Contract Offers.

(H) During the Term Period, Customer and/or any of its Qualifying Affiliates must purchase all interstate DS1 special access services from the Telephone Company subject to a Covered Discount Commitment Program (“DCP”), as defined in Section 22.223.6(B), below. Failure to do so would be a material breach of this Contract Offer No. 223, which would allow the Telephone Company to terminate this Contract Offer No. 223. If, however, Customer inadvertently fails to order Special Access Services subject to a Covered DCP, Customer shall be permitted to cure such failure.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.5 Terms and Conditions (Cont'd)

(I) Subject Services are subject to certain rates, charges and general terms and conditions in other sections of Ameritech Tariff F.C.C. No. 2 (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services), and such terms and conditions may be modified through the filing of tariff changes at any time during the Contract Term. However, such tariff modifications will not change the Terms and Conditions described in this Contract Offer No. 223.

22.223.6 Credits and Waivers

(A) Spend Credits

"Spend-Eligible Charges" means the billed recurring and non-recurring (N) charges, after application of any discounts or credits applicable to those recurring and non-recurring revenues (except those issued (N) under this Contract Offer No. 223), as well as adjustments for overbilling, underbilling and billing dispute settlements for, in the aggregate, the Spend-Eligible Services, which are purchased by and billed to Customer and its Qualifying Affiliates (as each exists as of the Subscription Date) (or their Permitted Successors under the Eligible ACNAs. Spend-Eligible Charges shall specifically exclude the following:

(1) usage-based charges;

(2) temporary service charges;

(3) special construction charges;

(4) fractional and partial recurring charges;

(5) customer premise equipment charges;

(6) charges for services provided by a non-Affiliate third party service provider;

(7) taxes, surcharges or government-related charges;

(8) Expanded Interconnection Terminations, Interconnection Tie Pairs or Cross-Connect charges under any Affiliate's Interconnection Agreement;

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.6 Credits and Waivers (Cont'd)

(A) Spend Credits (Cont'd)

(9) shortfall and termination charges;

(10) charges for ACNAs for which Customer or a Qualifying Affiliate ceases to become responsible during the term of this Contract Offer No. 223, but only with respect to those charges incurred after Customer or a Qualifying Affiliate ceases to be responsible for such ACNAs; and

(11) charges invoiced outside of the Carrier Access Billing System (CABS).

For each Term Month, subject to Section 22.223.5, the Customer is eligible for a single Spend credit under this Contract Offer No. 223 and the other Concurrently Subscribed Contract Offers. The single Spend credit would be in an amount equal to four percent (4%) times the Spend for such Term Month under this Contract Offer No. 223 and the other Concurrently Subscribed Contract Offers ("Spend Credit").

The Spend Credit will be issued during the third calendar month after the Term Month to which it is attributable and will be divided among the Qualified Companies in proportion to the Spend-Eligible Charges under the Concurrently Subscribed Contract Offers (unless otherwise agreed).

The Spend Credit shall not be posted if the Customer is in material breach of any Concurrently Subscribed Contract Offers No. 223, or Customer or any of its Qualifying Affiliates is in material breach of any other terms and conditions governing the Subject Services, including, without limitation, failure to pay any undisputed amount due for Subject Services, until such breach is cured or payment for undisputed amounts is made by Customer or such Qualifying Affiliate.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.6 Credits and Waivers (Cont'd)

(B) Conditions to Certain Other Credits

To be eligible to earn any of the credits under Section 22.223.6(C) or DS1 Plan Credits under Section 22.223.6(D) with respect to any Term Month during the Term Period, Customer and its Qualifying Affiliates must subscribe to the 5 year Discount Commitment Program ("DCP") (for the entirety of such Term Month, except to the extent that the Telephone Company eliminates the DCP and Customer is not allowed to re-subscribe. The Customer's commitment level (as that term is used in connection with the DCP will be set at 90% of the level of Customer's purchase of DS1 Channel Terminations as of the date the Customer subscribes to this Contract Offer; provided however, that if the Customer is subscribing to the DCP as of the effective date of this Contract Offer, then the Customer's commitment level will remain the same as it was on that date. The DCP is described in Sections 7.4.13 of Ameritech FCC Tariff No. 2

(C) Termination Liability, Special Construction and NRC Credits

Starting with Measuring Period 2, the Telephone Company will bill, and the Customer and its Qualifying Affiliates shall pay, the termination liability charges, special constructions and non-recurring charges for DS1, DS3 Subject Services in accordance with the Telephone Company's Tariff F.C.C. No. 2 ("Credit Eligible Charges"). The Telephone Company will issue a credit in the amount equal to such Credit Eligible Charges due from the Customer and its Qualifying Affiliates that are billed in a Measuring Period if, in addition to Customer and its Qualifying Affiliates meeting the conditions in Section 22.223.6(B) for such Measuring Period and the other requirements of the Concurrently Subscribed Contract Offers, such DS1 or DS3 Subject Service meets all of the following conditions: (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.6 Credits and Waivers (Cont'd)

(C) Termination Liability, Special Construction and NRC Credits (Cont'd)

(1) Such DS1 or DS3 Subject Service was not disconnected by the Telephone Company as a result of a breach of the applicable Tariffs;

(2) Any such DS1 or DS3 Subject Service must not have received a termination liability credit under another revenue-based or volume-based offer, or otherwise received a waiver of such termination liability charge or other credit in an amount equal to such termination liability charge;

(3) Customer must be in compliance with all material provisions of this Contract Tariff Offer No. 223, including, but not limited to, the payment of all non-disputed charges by the due date;

(4) Customer must have met both the DS1 Volume Commitment and DS3 Volume Commitment for the Measuring Period or, alternatively, must have paid any Volume Shortfalls due;

(5) Such DS1 Subject Service must have been in service for a minimum of thirty (30) days for its early termination charges/liabilities to be eligible for a credit; and

(6) Such DS3 Subject Service must have been in service for a minimum of twelve (12) months for its early termination charges/liabilities to be eligible for a credit;

Credit will not be provided under this Section until any Volume Shortfalls as describe in Section 22.223.6.C(4) have been paid, provided that such Volume Shortfalls charges are paid within thirty (30) days after AT&T's notice that the credit is being withheld.

The aggregate amount of the credit for Credit Eligible Charges paid by the Qualified Companies during a Measuring Period will not exceed the following amounts. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.6 Credits and Waivers (Cont'd)

(C) Termination Liability, Special Construction and NRC Credits (Cont'd)

Measuring Period	Credit
Period 2	$668,500
Period 3	$2,000,000
Period 4 Optional 1	$2,000,000

Any credit due under this Section 22.223.6(C) will be issued during the third calendar month after the Measuring Period in which such Credit Eligible Charges were billed. The Telephone Company will calculate the credit amount and notify Customer of the BANs on which these credits will be issued.

Any unused amount of such credit shall not be carried forward to any subsequent Measuring Period, or carried backward to any prior Measuring Period.

(D) DS1 Plan Credits

The Telephone Company will provide credits in an amount equal to any shortfall charges that apply as a result of Customer failing to maintain the minimum number of Channel Terminations, as referenced in Section 22.223.6(B), equal to at least 100% of the commitment level (except for any such charges attributable to circuits disconnected by the Telephone Company as a result of a breach of the applicable Tariffs) or any adjustment factor (as that term is used in connection with the DCP) that applies as a result of Customer exceeding 150% of the Commitment Level. Any such credit shall be issued within ninety (90) days after the end of the Measuring Period and will be applied to invoices for Subject Services. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.6 Credits and Waivers (Cont'd)

(E) Customer shall be issued a one-time credit under this Contract Offer No. 223 in the amount of $137,750.00 within sixty (60) days of the end of the first Term Month. One-time credits will also be issued under each of the other Concurrently Subscribed Contract Offers.

22.223.7 Assignment/Transfer/Successors

(A) Neither party shall assign or otherwise transfer this Contract Offer No. 223, or its rights or obligations hereunder, to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, provided, however, that Customer shall have the right, without the consent of but with notice to the Telephone Company, to assign or otherwise transfer the entirety of this Contract Offer No. 223 to any Qualifying Affiliate, so long as:

(i) the other Concurrently Subscribed Contract Offers are likewise assigned or otherwise transferred in their entirety to that same Affiliate; and

(ii) that Affiliate otherwise qualifies under this Contract Offer No. 223 and the other Currently Subscribed Contract Offers.

Any assignment or other transfer shall be subject to the other party's rights under this Contract Offer No. 223 and the other Concurrently Subscribed Contract Offers, any assignee or transferee shall continue to perform the assigning or transferring party's obligations under this Contract Offer No. 223, and any assignment or transfer by the Customer shall be subject to the provisions of Section 22.223.7(B), below. Any assignment or other transfer of this Contract Offer No. 223, or the rights or obligations hereunder, or any attempt to do either, in violation of this provision shall be void. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.7 Assignment/Transfer/Successors (Cont'd)

(B) Any proposed assignee or transferee must satisfy the following conditions: (i) the proposed assignee or transferee must demonstrate credit worthiness under both (1) and (2), below (and if (1) and (2) are not applicable to Customer, then (3) shall apply); (ii) neither the proposed assignee or transferee nor its parent may have commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it) at any time during the Term Period, and (iii) the proposed assignee or transferee meets the Eligibility Criteria set forth in Section 22.223.4, above.

(1) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than fifty percent (50%) of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

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

(a) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(b) "high risk" in a Paydex score as published by Dun and Bradstreet.

(3) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (1) or (2) of this Section 22.223.7(B) is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.8 Mergers/Acquisitions and Sales/Divestitures

(A) Except as provided in Section 22.223.8(B), all provisions of this Contract Offer No. 223 shall continue in full force and in effect notwithstanding any merger or acquisition affecting a party. A merger or acquisition within the meaning of this provision, shall include, without limitation, any transaction in which the party, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of a merger or acquisition, if the entity other than the Customer involved in the merger or acquisition purchases any service from any Telephone Company entity, such service shall not be included in this Contract Offer No. 223 for any purpose. The "Transaction Close Date" shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased. Purchases by the other entity shall not be part of any calculation hereunder, including, without limitation, as a Spend-Eligible Service, as generating Spend-Eligible Charges, in determining achievement of the requirements of Section 22.223.5(C), or be eligible for any credits under this Contract Offer No. 223. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.8 Mergers/Acquisitions and Sales/Divestitures

(B) If, during the Term Period, any of the Qualified Companies (or any portion of any of them) is no longer under the control of AT&T Inc. (a "Divested Entity"), then as of the closing date(s) of the relevant transaction(s), any Concurrently Subscribed Contract Offer applicable to a Divested Entity shall be administered and enforced, and any rights or obligations of either party to this Contract Offer No. 223 shall apply separately to: (i) the Telephone Company (or any portion of Telephone Company (if any)) remaining under the control of AT&T Inc., and (ii) the Divested Entity or Entities, after taking into account such relevant transaction(s). In particular, but without limitation, the conditions (as provided in Section 22.223.5(C)) required to qualify for credits under this Contract Offer No. 223 will be pro-rated between any portion of Qualified Companies (or any portion of any of them) remaining under the control of AT&T Inc. (the "Remaining AT&T ILECs"), and the Divested Entity or Entities in proportion to the Circuit Volumes billed by the Remaining AT&T ILECs and by the Divested Entity or Entities at the end of the full calendar month immediately prior to the Transaction Close Date of the relevant transaction(s).

Notwithstanding the foregoing paragraph, nothing in this Section 22.223.8(B) shall prevent the lawful modification or termination of this Contract Offer No. 223 as applicable to the Telephone Company, any portion of Telephone Company (if any) remaining under the control of AT&T Inc., or any Divested Entity or Entities, in accordance with this Contract Offer No. 223 and applicable law and regulation.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.9 Effect of Contract Offer No. 223 on Any Grandfathering or Sunsetting of Subject Services or Non-Subject Services

Nothing in this Contract Offer No. 223 shall prevent the Qualified Companies from terminating the provision of Subject Services or Non-Subject Services, in part, or in their entirely, prior to the end of the Term Period, to the extent permitted by applicable law. To the extent that such termination occurs, however, Customer may terminate this Contract without any termination liability charge as described in Section 22.223.10.

22.223.10 Termination

(A) Termination Liability Charge

If, prior to the completion of the Term Period, the Customer terminates this Contract Offer No. 223 or any of the other Concurrently Subscribed Contract Offers for any reason other than material breach by the Telephone Company, or if the Telephone Company terminates this Contract Offer No. 223 as a result of a material breach by Customer or any of its Qualifying Affiliates, then this Contract Offer No. 223 shall be terminated (if not already terminated) and the Customer shall forego (or repay, if applicable), as a termination liability charge, fifty (50%) of the credits and waivers issued or due under this Contract Offer No. 223 during the Measuring Period in which the effective date of termination occurs, up to the effective date of termination.

Customer will pay any termination liability charge due to the Telephone Company within 30 days of the Telephone Company invoice date for such charge, provided, however, that the Customer shall not repay any amount attributable to any such credits or waivers that have not been, or are not, issued by the Telephone Company (and the Telephone Company will not be obligated to issue any such credits which were due but not issued prior to such termination).

(N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.223 Contract Offer No. 223 – Access Service Offer (Cont'd)

22.223.10 Termination

(B) If any portion of this Contract Offer No. 223 is found to be invalid, unenforceable, or otherwise contrary to applicable law, the Telephone Company or the Customer may, in its respective sole discretion, terminate this Contract Offer No. 223 upon ten (10) days' written notice to the other.

(C) After a transaction to which Section 22.223.8(B) applies, (i) the termination of this Contract Offer No. 223 solely applicable to any portion of the Telephone Company remaining under the control of AT&T Inc. will not terminate this Contract Offer No. 223 as it applies to any Divested Entity or Entities, and (ii) the termination of this Contract Offer No. 223 solely applicable to any Divested Entity or Entities will not terminate this Contract Offer No. 223 as it applies to any portion of the Telephone Company remaining under the control of AT&T Inc. (N)

22. Pricing Flexibility Contract Offerings (N)

22.224 Contract Offer No. 224 – Access Service Offer

22.224.1 General Description (N)

The Special Access Service Offer (Contract Offer No. 224) is a Minimum Annual Revenue Commitment attainment plan for which concurrent subscription is required to this Contract Offer and the following Access Tariffs: Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Contract Offer No. 174, Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Contract Offer No. 194; BellSouth Telecommunications LLC (BellSouth) Tariff F.C.C. No. 1, Contract Offer No. 89; and Nevada Bell Telephone Company (NBTC) Tariff F.C.C No. 1, Contract Offer No. 38 (collectively, with this Contract Offer No. 224, referred to as the "Concurrently Subscribed Contract Offers". BellSouth, NBTC, PBTC, and SWBT, together with the Telephone Company, shall be identified herein as the "Qualified Companies." (Nx)

The Concurrently Subscribed Contract Offers allow the Customer to qualify for certain credits based on its attainment of a "Minimum Annual Revenue Commitment" or "MARC," as described in Section 22.224.5, below. The MARC consists of certain recurring revenue from "Contributory Services," as defined in Section 22.224.2, below, that the Customer purchases from the Qualified Companies. (N)

Contract Offer No. 224 will be available for subscription only from May 17, 2016 through June 16, 2016. This Contract Offer is not renewable.

22.224.2 Subject and Non-Subject Services

"MARC-Eligible Services" under the Concurrently Subscribed Contract Offers are Subject Services, listed in Table A, below, and Non-Subject Services, listed in Table B, below, provided by the Telephone Company and located within the operating territories of the Qualified Companies, as well as "Subject Services" and "Non-Subject Services" as defined in the other Concurrently Subscribed Contract Offers.

(A) Subject Services

(1) Subject Services are pricing flexibility-qualified access services and associated rate elements, as identified in Table A, below.

Table A – Subject Services

Category	**Services Included**
Interstate Special Access Located in Pricing Flexibility Metropolitan Statistical Areas (MSAs)	DS1 and DS3, except for any rate elements not subject to pricing flexibility

x – Issued under the Authority of Special Permission No. 16-006 of the F.C.C. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.224 Contract Offer No. 224 – Access Service Offer (Cont'd)

22.224.2 Subject and Non-Subject Services (Cont'd)

(A) Subject Services (Cont'd)

(2) Subject Services must be located in the Pricing Flexibility MSAs where the Telephone Company has been granted Phase II pricing flexibility, as listed in Ameritech Tariff F.C.C. No. 2, Section 21, and those additional MSAs listed below. During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs, the Customer may, at its option, include Subject Services in those additional MSAs as eligible for the discounts under this Contract Offer.

Phase I – All Rate Elements (Including Channel Terminations)

Chicago, IL	Anderson, IN	Evansville/Henderson, IN	Indianapolis, IN
Battle Creek, MI	Detroit/Ann Arbor, MI	Kalamazoo, MI	Cleveland/Lorain/ Elyria, OH
Cincinnati, OH	Toledo, OH	Eau Claire, WI	Kenosha, WI

Phase I – Rate Elements other than Channel Terminations

Davenport/Rock Island/Moline, IL	St. Louis, IL	Non-MSA, IN	Youngstown-Warren, OH
Non-MSA, WI	Ft. Wayne, IN		

(3) Subject Services ordered and purchased by the Customer prior to its subscription to this Contract Offer will be referred to as "Existing Subject Services."

Subject Services that were not being purchased from the Telephone Company prior to its subscription to this Contract Offer will be referred to as "New Subject Services." (N)

(This page filed under Transmittal No. 1845)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.224 Contract Offer No. 224 – Access Service Offer (Cont'd)

22.224.2 Subject and Non-Subject Services (Cont'd)

(B) Non-Subject Services
Non-Subject Services are listed in Table B, below.

TABLE B- Non-Subject Services will be included in calculations related to the "Minimum Annual Revenue Commitment," as defined in Section 22.224.1, but are not otherwise subject to this Contract Offer.

Category	Service[1]
Interstate Special Access Services	Optical Ethernet Metropolitan Area Network (OPT-E-MAN®), AT&T Switched Ethernet^{SM} Service
Intrastate Special Access and/or Equivalent Non-Switched Exchange Services (Excluding Private Line Services)	DS1, DS3, Optical Ethernet Metropolitan Area Network (OPT-E-MAN®), AT&T Switched Ethernet Service
AT&T Corp.	AT&T OPT-E-WAN® Virtual Private LAN Service (VPLS)

(C) All terms and conditions for those Subject Services and Non-Subject Services that are tariffed are governed by their respective tariff sections, except as noted in this Contract Offer with respect to Subject Services. All terms and conditions for those Non-Subject Services that are not tariffed are governed by the applicable guidebooks, service guides or contracts.

(D) Subject Services and Non-Subject Services shall also include any similar or successor services which are provided by the Qualified Companies and which were not available as of the effective date of this Contract Offer.

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[1] Interstate Opt-E-MAN® and AT&T Switched Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.224 Contract Offer No. 224 – Access Service Offer (Cont'd)

22.224.3 Eligibility Criteria

The following Eligibility Criteria apply to this Contract Offer:

(A) The Customer must have a minimum of 6,000 interstate special access DS1 circuit and 650 interstate special access DS3 circuits in service with the Qualified Companies, as of the effective date of this Contract Offer.

(B) The Customer must have purchased interstate special access DS1 and DS3 services from the Qualified Companies for which aggregate monthly recurring charges were not less than $1,543,000.00 (net of any applicable discounts and credits) for the month immediately prior to the effective date of this Contract Offer.

(C) The Customer must have been purchasing a minimum of seventy-five percent (75%) of its DS1 and DS3 interstate special access circuits under either 5-year or 7-year term commitments, in aggregate, including purchases from all of the Qualified Companies, during the last six months prior to the Subscription Date of this Contract Offer (as defined in Section 22.224.4.B, below). DS1 and DS3 interstate special access circuits will be considered separately.

Example: If the Customer purchased more than seventy-five percent (75%) of its DS1 interstate special access circuits subject to 5-year term commitments, in the aggregate from all of the Qualified Companies, the Customer would be eligible to order and purchase DS1 Subject Services under this Contract Offer at five-year rates.

Example: If the Customer purchased more than seventy-five percent (75%) of its DS1 interstate special access circuits subject to 7-year term commitments, in the aggregate from all of the Qualified Companies, the Customer would be eligible to order and purchase DS1 Subject Services under this Contract Offer at seven-year rates. (N)

(D) The Customer must concurrently subscribe to following Contract Offers: (Nx)

(1) Ameritech Tariff F.C.C No. 2, Contract Offer No. 224;
(2) BellSouth Tariff F.C.C. No. 1, Contract Offer No. 89;
(3) NBTC Tariff F.C.C. No. 1, Contract Offer No. 38;
(4) PBTC Tariff F.C.C. No. 1, Contract Offer No. 174; and
(5) SWBT Tariff F.C.C. No. 73, Contract Offer No. 194.

(Nx)

x – Issued under the Authority of Special Permission No. 16-006 of the F.C.C. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.224 Contract Offer No. 224 – Access Service Offer (Cont'd)

22.224.4 General Terms and Conditions

The following General Terms and Conditions apply to this Contract Offer No. 224:

(A) Subscription

To subscribe to Contract Offer, the Customer must submit Letters of Subscription (LOS) to the Qualified Companies. The Customer must provide, at the time of subscription, all Access Customer Name Abbreviations (ACNAs) that the Customer designates for inclusion in the Concurrently Subscribed Contract Offers for itself and any of its "Affiliates" that may purchase service pursuant to the Concurrently Subscribed Contract Offers (hereafter referred to as "Eligible ACNAs").

Services ordered or purchased under other ACNAs may not be transferred to, or converted for inclusion under, the Concurrently Subscribed Contract Offers, unless otherwise agreed in writing by the parties.

(A) Term Period

The term of this Contract Offer (Term Period) will begin on the first day of the first calendar month following the date the Qualified Companies receive signed Letters of Subscription (LOS) from the Customer (that date to be referred to as the "Subscription Date"), and will continue until October 31, 2019. Each period of twelve (12) consecutive months during the Term Period, beginning from the Subscription Date, shall be referred to as a Term Year; provided however, that the final Term Year will begin on the third anniversary if the Subscription Date and end on October, 31, 2019. Each period of three (3) consecutive months during the Term Period, beginning from the Subscription Date, shall be referred to as a Quarter; provided however, that the final Quarter of the Term Period will begin thirty-nine (39) months after the Subscription Date and end on October 31, 2019. Upon expiration of the Term Period, Subject Services will be provided at the prevailing month-to-month rates as provided in Ameritech Tariff F.C.C. No. 2, Sections 7 or 21, or if there are no month-to-month rates, then at the rates applicable to the shortest available term, unless the Customer disconnects the services or chooses another applicable rate. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.224 Contract Offer No. 224 – Access Service Offer (Cont'd)

22.224.4 General Terms and Conditions (Cont'd)

(C) Service Term

Subject Services must be ordered and purchased subject to the Term Period applicable to either DS1 or DS3 service, respectively, under this Contract Offer, as provided in Section 22.224.3(C) (in either case, referred to as the Service Term). Customer shall order any New Subject Services under this Contract Offer by submitting an ASR, including the PNUM of this Contract Offer to the Telephone Company. Customer may convert any Existing Subject Services to this Contract Offer either: (1) by submitting one or more ASRs, including the PNUM of this Contract Offer, to the Telephone Company, or (2) by requesting a bulk conversion project, to be coordinated by the Telephone Company. In either case, Existing Subject Services must begin a new service term upon conversion to this Contract Offer. Termination liability charges will not apply as a result of such conversion.

Upon expiration of the Service Term, Subject Services will be provided at the prevailing month-to-month rates as provided in Ameritech Tariff F.C.C. No. 2, Sections 7 or 21, or if there are no month-to-month rates, then at the rates applicable to the shortest available term, unless the Customer disconnects the services or chooses another applicable rate.

(D) Commingling of Subject Services is defined in Ameritech Tariff F.C.C. No. 2, Section 2.6. During the Term Period, the Customer may not at any time be obtaining from the Qualified Companies a greater number of Subject Services that are commingled with one or more unbundled network elements than the number of such Subject Services in place as of the Subscription Date.

(E) The Customer may not be a party to any agreement for de-tariffed interstate access services provided by any of the Qualified Companies ("Broadband Agreement") or any other pricing flexibility contract tariff, if the Broadband Agreement or pricing flexibility contract tariff contains any revenue or volume commitment or attainment level, as of the effective date of the Contract Offer (Commitment Agreement), unless the Commitment Agreement expressly allows the Customer to participate in both the Commitment Agreement and the Concurrently Subscribed Contract Offers. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.224 Contract Offer No. 224 – Access Service Offer (Cont'd)

22.224.4 General Terms and Conditions (Cont'd)

(F) If, during the Term Period, any of the Qualified Companies or any portion of any such Qualified Company is no longer under the ownership and control of AT&T Inc. (a "Divested Entity"), then as of the closing date(s) of the relevant transaction(s), any Concurrently Subscribed Contract Offer applicable to a Divested Entity shall be administered and enforced, and any rights or obligations of either party to such Contract Offer shall apply, separately to: (i) the Qualified Companies (and any portions of Qualified Companies) remaining under the ownership and control of AT&T Inc. and (ii) the Divested Entity or Entities. In particular, but without limitation, the MARC (as provided in Section 22.224.5) and the amount of MARC-Eligible Charges required to qualify for Plan Shortfall Charges (as provided in Section 22.224.6(C)) shall be pro-rated between the Qualified Companies (and any portions of Qualified Companies) remaining under the ownership and control of AT&T Inc. and the Divested Entity or Entities in proportion to the amount of MARC-Eligible Charges billed by the Qualified Companies (and any portions of Qualified Companies) remaining under the ownership and control of AT&T Inc. and the Divested Entity or Entities, for the three months immediately prior to the closing date(s) of the relevant transaction(s).

Notwithstanding the foregoing paragraph, nothing in this Section 22.224.4(H) shall prevent the lawful modification or termination of any of the Concurrently Subscribed Contract Offers, as applicable to any Qualified Company or Divested Entity.

(G) If, prior to the Customer's Subscription to this Contract Offer, the Customer subscribed to Contract Offer 219, this Contract Offer will supersede Contract Offer 219.

22.224.5 Minimum Annual Revenue Commitment

The Customer must satisfy a Minimum Annual Revenue Commitment (MARC) for each Term Year of this Contract Offer. The MARC shall be satisfied by gross billed recurring revenue, after application of any discounts or credits applicable to those recurring revenues (except those issued under the Concurrently Subscribed Contract Offers), as well as adjustments for overbilling, under-billing and billing dispute settlements issued during that Term Year for Subject Services and Non-Subject Services purchased by and billed to Customer under the Eligible ACNAs (collectively, "MARC-Eligible Charges"). The Customer's MARC-Eligible Charges shall specifically exclude non-recurring charges, usage-based charges and temporary service charges. Credits under this Contract Offer are conditioned on the Customer's satisfaction of the MARC in each Term Year. Satisfaction of the MARC shall be determined according to MARC-Eligible Revenue. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.224 Contract Offer No. 224 – Access Service Offer (Cont'd)

22.224.5 Minimum Annual Revenue Commitment (Cont'd)

The MARC for the first Term Year will be equal to ninety-five percent (95%) of the Customer's MARC-Eligible Revenue for the three (3) months prior to the Subscription Date, times four (4). The MARC for the second and third Term Years will be equal to ninety-five percent (95%) of the Customer's MARC-Eligible Revenue for the last three (3) months of the prior Term Year, times four (4). The MARC for the fourth Term Year will be equal to ninety-five percent (95%) of the Customer's MARC-Eligible Revenue for the last three (3) months of the prior Term Year, times four (4), times the number of days in the final Tem Year, divided by three hundred sixty-five (365).

22.224.6 Billing & Credits

(A) Subject Service Monthly Recurring Charges

(1) Tables C and D, below, contain the effective rates for Subject Services under this Contract Offer No. xxx. Any rate elements not listed in Tables C and D will be provided at the applicable rates in Ameritech Operating Telephone Company Tariff F.C.C No 2, Section 7. Each circuit element (Channel Termination and Mileage) must be located entirely in the MSAs listed in Section 22.224X.2 (A) to be eligible for these rates.

(2) The Telephone Company will initially bill the Customer according to the otherwise applicable twelve (12) month Optional Payment Plan Monthly Recurring Charges ("OPP MRCs"). The Customer will then be credited in an amount equal to the difference between the otherwise applicable OPP MRCs and the MRCs for the rate elements listed in Tables C and D, below. Credits will be applied monthly in arrears. Taxes, if applicable, will be charged on the OPP MRC rates, but will not be included in the credits applied to the Customer's bill. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.224 Contract Offer No. 224 – Access Service Offer (Cont'd)

22.224.6 Billing & Credits (Cont'd)

(A) Subject Service Non-Recurring Charges (Cont'd)

Table C:

Local Distribution Channel - Per Point of Termination - 1.544 Mbps				Channel Mileage Termination - Per Point of Termination - 1.544 Mbps		
State	USOC	60 MO OPP MRC		State	USOC	60 MO OPP MRC
Illinois				Illinois		
Zone 1	TZ4X1	$93.00		Zone 1	CZ4X1	$24.80
Zone 2	TZ4X2	$100.00		Zone 2	CZ4X2	$25.30
Zone 3	TZ4X3	$110.00		Zone 3	CZ4X3	$30.40
Zone 4	TZ4X4	$119.00		Zone 4	CZ4X4	$48.70
Zone 5	TZ4X5	$125.00		Zone 5	CZ4X5	$50.50
Indiana				Indiana		
Zone 1	TZ4X1	$102.00		Zone 1	CZ4X1	$25.80
Zone 2	TZ4X2	$110.00		Zone 2	CZ4X2	$26.30
Zone 3	TZ4X3	$120.00		Zone 3	CZ4X3	$31.60
Zone 4	TZ4X4	$130.00		Zone 4	CZ4X4	$50.75
Zone 5	TZ4X5	$137.00		Zone 5	CZ4X5	$52.50
Michigan				Michigan		
Zone 1	TZ4X1	$98.00		Zone 1	CZ4X1	$25.30
Zone 2	TZ4X2	$106.00		Zone 2	CZ4X2	$25.80
Zone 3	TZ4X3	$115.00		Zone 3	CZ4X3	$31.00
Zone 4	TZ4X4	$125.00		Zone 4	CZ4X4	$49.70
Zone 5	TZ4X5	$132.00		Zone 5	CZ4X5	$51.50
Ohio				Ohio		
Zone 1	TZ4X1	$98.00		Zone 1	CZ4X1	$25.30
Zone 2	TZ4X2	$106.00		Zone 2	CZ4X2	$25.80
Zone 3	TZ4X3	$115.00		Zone 3	CZ4X3	$31.00
Zone 4	TZ4X4	$125.00		Zone 4	CZ4X4	$49.70
Zone 5	TZ4X5	$132.00		Zone 5	CZ4X5	$51.50
Wisconsin				Wisconsin		
Zone 1	TZ4X1	$102.00		Zone 1	CZ4X1	$25.80
Zone 2	TZ4X2	$110.00		Zone 2	CZ4X2	$26.30
Zone 3	TZ4X3	$120.00		Zone 3	CZ4X3	$31.60
Zone 4	TZ4X4	$130.00		Zone 4	CZ4X4	$50.75
Zone 5	TZ4X5	$137.00		Zone 5	CZ4X5	$52.50

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.224 Contract Offer No. 224 – Access Service Offer (Cont'd)

22.224.6 Billing & Credits (Cont'd)

(A) Subject Service Non-Recurring Charges (Cont'd)

Table C (Cont'd):

Channel Mileage - Per Mile -1.544 Mbps				Multiplexing - Per Arrangement - DS1 to DS0		
State	USOC	60 MO OPP MRC		State	USOC	60 MO MRC
Illinois				Illinois		
Zone 1	1YZX1	$13.50		Zone 1	QMVX1	$168.00
Zone 2	1YZX2	$13.65		Zone 2	QMVX2	$170.00
Zone 3	1YZX3	$13.75		Zone 3	QMVX3	$176.00
Zone 4	1YZX4	$13.90		Zone 4	QMVX4	$186.00
Zone 5	1YZX5	$14.05		Zone 5	QMVX5	$190.00
Indiana				Indiana		
Zone 1	1YZX1	$13.65		Zone 1	QMVX1	$175.00
Zone 2	1YZX2	$13.75		Zone 2	QMVX2	$177.00
Zone 3	1YZX3	$13.90		Zone 3	QMVX3	$184.00
Zone 4	1YZX4	$14.05		Zone 4	QMVX4	$193.00
Zone 5	1YZX5	$14.20		Zone 5	QMVX5	$198.00
Michigan				Michigan		
Zone 1	1YZX1	$13.55		Zone 1	QMVX1	$172.00
Zone 2	1YZX2	$13.70		Zone 2	QMVX2	$173.00
Zone 3	1YZX3	$13.85		Zone 3	QMVX3	$180.00
Zone 4	1YZX4	$14.00		Zone 4	QMVX4	$190.00
Zone 5	1YZX5	$14.10		Zone 5	QMVX5	$194.00
Ohio				Ohio		
Zone 1	1YZX1	$13.55		Zone 1	QMVX1	$172.00
Zone 2	1YZX2	$13.70		Zone 2	QMVX2	$173.00
Zone 3	1YZX3	$13.85		Zone 3	QMVX3	$180.00
Zone 4	1YZX4	$14.00		Zone 4	QMVX4	$190.00
Zone 5	1YZX5	$14.10		Zone 5	QMVX5	$194.00
Wisconsin				Wisconsin		
Zone 1	1YZX1	$13.65		Zone 1	QMVX1	$175.00
Zone 2	1YZX2	$13.75		Zone 2	QMVX2	$177.00
Zone 3	1YZX3	$13.90		Zone 3	QMVX3	$184.00
Zone 4	1YZX4	$14.05		Zone 4	QMVX4	$193.00
Zone 5	1YZX5	$14.20		Zone 5	QMVX5	$198.00

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.224 Contract Offer No. 224 – Access Service Offer (Cont'd)

22.224.6 Billing & Credits (Cont'd)

(A) Subject Service Non-Recurring Charges (Cont'd)

Table D:

Local Distribution Channel - Per Point of Termination - 4.736 Mbps			Channel Mileage Termination - Per Point of Termination - 4.736 Mbps		
State	USOC	60 MO MRC	State	USOC	60 MO MRC
Illinois			Illinois		
Zone 1	TZUP1	$960.00	Zone 1	CZ4X1	$240.00
Zone 2	TZUP2	$970.00	Zone 2	CZ4X2	$245.00
Zone 3	TZUP3	$1,020.00	Zone 3	CZ4X3	$270.00
Zone 4	TZUP4	$1,040.00	Zone 4	CZ4X4	$322.00
Zone 5	TZUP5	$1,050.00	Zone 5	CZ4X5	$325.00
Indiana			Indiana		
Zone 1	TZUP1	$990.00	Zone 1	CZ4X1	$250.00
Zone 2	TZUP2	$1,000.00	Zone 2	CZ4X2	$255.00
Zone 3	TZUP3	$1,050.00	Zone 3	CZ4X3	$281.00
Zone 4	TZUP4	$1,070.00	Zone 4	CZ4X4	$335.00
Zone 5	TZUP5	$1,080.00	Zone 5	CZ4X5	$338.00
Michigan			Michigan		
Zone 1	TZUP1	$980.00	Zone 1	CZ4X1	$245.00
Zone 2	TZUP2	$990.00	Zone 2	CZ4X2	$250.00
Zone 3	TZUP3	$1,040.00	Zone 3	CZ4X3	$275.00
Zone 4	TZUP4	$1,060.00	Zone 4	CZ4X4	$328.00
Zone 5	TZUP5	$1,070.00	Zone 5	CZ4X5	$332.00
Ohio			Ohio		
Zone 1	TZUP1	$980.00	Zone 1	CZ4X1	$245.00
Zone 2	TZUP2	$990.00	Zone 2	CZ4X2	$250.00
Zone 3	TZUP3	$1,040.00	Zone 3	CZ4X3	$275.00
Zone 4	TZUP4	$1,060.00	Zone 4	CZ4X4	$328.00
Zone 5	TZUP5	$1,070.00	Zone 5	CZ4X5	$332.00
Wisconsin			Wisconsin		
Zone 1	TZUP1	$990.00	Zone 1	CZ4X1	$250.00
Zone 2	TZUP2	$1,000.00	Zone 2	CZ4X2	$255.00
Zone 3	TZUP3	$1,050.00	Zone 3	CZ4X3	$281.00
Zone 4	TZUP4	$1,070.00	Zone 4	CZ4X4	$335.00
Zone 5	TZUP5	$1,080.00	Zone 5	CZ4X5	$338.00

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.224 Contract Offer No. 224 – Access Service Offer (Cont'd)

22.224.6 Billing & Credits (Cont'd)

(A) Subject Service Non-Recurring Charges (Cont'd)

Table D (Cont'd):

Channel Mileage - Per Mile -4.736 Mbps		
State	USOC	60 MO MRC
Illinois		
Zone 1	1YZX1	$33.60
Zone 2	1YZX2	$34.90
Zone 3	1YZX3	$38.40
Zone 4	1YZX4	$48.00
Zone 5	1YZX5	$49.00
Indiana		
Zone 1	1YZX1	$35.00
Zone 2	1YZX2	$36.40
Zone 3	1YZX3	$40.00
Zone 4	1YZX4	$50.00
Zone 5	1YZX5	$51.00
Michigan		
Zone 1	1YZX1	$34.30
Zone 2	1YZX2	$35.70
Zone 3	1YZX3	$39.20
Zone 4	1YZX4	$49.00
Zone 5	1YZX5	$50.00
Ohio		
Zone 1	1YZX1	$34.30
Zone 2	1YZX2	$35.70
Zone 3	1YZX3	$39.20
Zone 4	1YZX4	$49.00
Zone 5	1YZX5	$50.00
Wisconsin		
Zone 1	1YZX1	$35.00
Zone 2	1YZX2	$36.40
Zone 3	1YZX3	$40.00
Zone 4	1YZX4	$50.00
Zone 5	1YZX5	$51.00

Multiplexing - Per Arrangement - DS3 to DS1		
State	USOC	60 MO MRC
Illinois		
Zone 1	QM3X1	$441.00
Zone 2	QM3X2	$450.00
Zone 3	QM3X3	$466.00
Zone 4	QM3X4	$490.00
Zone 5	QM3X5	$500.00
Indiana		
Zone 1	QM3X1	$454.00
Zone 2	QM3X2	$463.00
Zone 3	QM3X3	$479.00
Zone 4	QM3X4	$505.00
Zone 5	QM3X5	$515.00
Michigan		
Zone 1	QM3X1	$450.00
Zone 2	QM3X2	$459.00
Zone 3	QM3X3	$475.00
Zone 4	QM3X4	$500.00
Zone 5	QM3X5	$510.00
Ohio		
Zone 1	QM3X1	$450.00
Zone 2	QM3X2	$459.00
Zone 3	QM3X3	$475.00
Zone 4	QM3X4	$500.00
Zone 5	QM3X5	$510.00
Wisconsin		
Zone 1	QM3X1	$454.00
Zone 2	QM3X2	$463.00
Zone 3	QM3X3	$479.00
Zone 4	QM3X4	$505.00
Zone 5	QM3X5	$515.00

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.224 Contract Offer No. 224 – Access Service Offer (Cont'd)

22.224.6 Billing & Credits (Cont'd)

(B) Service Portability Credits
The Qualified Companies will issue credits in the amount of any termination liability charges that would otherwise apply as a result of the disconnection of Subject Services during the Term Period, provided that the conditions set forth below have been met. Such charges initially will be billed, and must be paid, as provided in the relevant sections of Ameritech Tariff F.C.C. No. 2, not including this Contract Offer. The Telephone Company will calculate and issue credits for each Quarter, which will be issued no later than sixty (60) days after the end of each Quarter.

(1) Any disconnected Subject Service(s) must have been in service for a minimum of twelve (12) months.

(2) The Customer must continue to purchase no less than the number of DS1 and DS3 Subject Services (which is defined in Section 22.224.3) that were in service as of the Subscription Date of this Contract Offer.

(C) Credits for Termination Liability or Plan Shortfall Charges

The Qualified Companies will issue credits in the amount of any termination liability charges or any charges for failure to satisfy a minimum Commitment Level pursuant to a High Capacity Service Portability Commitment, when such charges would otherwise apply as a result of the disconnection of Subject Services during the Term Period, provided that the conditions set forth below have been met. Such charges initially will be billed, and must be paid, as provided in the relevant sections of Ameritech Tariff F.C.C. No. 2, not including this Contract Offer. The Telephone Company will calculate and issue credits for each Term Year, which will be issued no later than sixty (60) days after the end of each Term Year. As clarification, but not to modify this paragraph, the BellSouth Area Commitment Plan (ACP) is not a High Capacity Service Portability Commitment within the meaning of this Section 22.224.6(C) and is not eligible for terminatio0n liability or plan shortfall credits.

(1) Any disconnected Subject Service(s) must have been in service for a minimum of twelve (12) months.

(2) MARC-Eligible Charges for the Term Year must have been equal to or greater than the MARC. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.224 Contract Offer No. 224 – Access Service Offer (Cont'd)

22.224.7 Access Service Ratio

The Customer (including any of its Affiliates included in this Contract Offer) must maintain an Access Service Ratio as further provided in this Section 22.224.7. The Access Service Ratio shall be calculated quarterly, based on data for the most recent single month for which information is available at the time of the calculation. The Qualified Companies will calculate the Customer's Access Service Ratio as of the Subscription Date and for each Quarter thereafter, as follows:

Access Service Ratio = Access Revenue /
(Access Revenue + Wholesale Revenue)

During the Term Period, the Access Service Ratio may not decline by more than 3%, as compared to the Access Service Ratio on the Subscription Date, as determined by each quarterly calculation of the Access Service Ratio.

Example: Assume that the Customer's Access Service Ratio, as calculated for the Subscription Date, is 95%. For each subsequent quarterly calculation of the Access Service Ratio, the Customer would be required to achieve an Access Service Ratio of at least 92%.

If during the Term Period, any of the Qualified Companies offers additional ILEC access services or UNEs, such additional ILEC access services or UNEs shall also be included in the calculation of the Access Service Ratio. Recurring revenue, for purposes of calculating the Access Service Ratio, will be measured according to gross billed recurring revenue, after application of any discounts or credits applicable to that recurring revenue, plus any adjustments for overbilling, under-billing and billing dispute settlements. The calculation of recurring revenue will not include any DS1 Plan Credits issued pursuant to this Contract Offer.

If, upon the initial review or any quarterly review of the Customer's compliance with the Access Service Ratio, the Qualified Companies determines that the Customer has not complied with the Access Service Ratio, the Qualified Companies will so notify the Customer in writing. The Customer will have sixty (60) days after such notice to cure its noncompliance with the Access Service Ratio.

"Access Revenue" means the Qualified Companies' interstate recurring revenue from the Customer and its "Affiliates" associated with the services defined in Tables E and F, below. An "Affiliate" of a party to this Contract Offer means any entity that controls, is controlled by, or is under common control with, such party. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.224 Contract Offer No. 224 – Access Service Offer (Cont'd)

22.224.7 Access Service Ratio (Cont'd)

Table E:

Service Type	**Service**[1]
Interstate Special Access	OCN (Optical Carrier Network) PTP
	Dedicated SONET Ring Service (DSRS)
	SONET Ring and Access Service (SRAS)
	GigaMAN (Gigabit Ethernet Metropolitan Area Network)
	Multi-Service Optical Network (MON)Ring Service
	OpteMAN (Optical Ethernet Metropolitan Area Network)
	DecaMAN (10 Gigabit Ethernet Metropolitan Area Network)
	AT&T Switched Ethernet Service (ASE)
	WaveMAN (Wavelength Metropolitan Area Network)
	Serial Component Video Service (SCVS)
	High Definition Video Transport (HDVT)
	AVS 270 Video Service
	Voice Grade
	DS0
	DS1
	DS3
	Switched Access Transport

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[1] Ethernet-based services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.224 Contract Offer No. 224 – Access Service Offer (Cont'd)

22.224.7 Access Service Ratio (Cont'd)

"Wholesale Revenue" means the Qualified Companies' recurring revenue from the Customer and its Affiliates for unbundled network elements and associated rate elements, as defined in Table F, below.

Table F

Service Type-- Unbundled Network Elements and Associated Services or Rate Elements	**Service or Network Element**[1]
DS1	4-wire digital loop DS1 Entrance Facilities DS1 Interoffice Transport DS1 Cross Connects DS1 Multiplexing All DS1 non-tariffed Committed Information Rate Broadband Services
DS3	DS3 Loop DS3 Entrance Facilities DS3 Interoffice Transport DS3 Cross Connects DS1/DS3 Multiplexing All DS3 non-tariffed Committed Information Rate Broadband Services
OCn	OC-3 Entrance Facilities OC-3 Interoffice Transport OC-3 Cross Connects OC-3 Multiplexing OC-12 Entrance Facility OC-12 Interoffice Transport OC-12 Cross Connects OC-12 Multiplexing OC-48 Entrance Facilities OC-48 Interoffice Transport OC-48 Cross Connects OC-48 Multiplexing All OCN equivalent non-tariffed Committed Information Rate Broadband Service
Other	Dark Fiber – Interoffice Dark Fiber – Loop Dark Fiber – Subloop Dark Fiber Cross Connects Unbundled Dedicated Transport

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[1] Ethernet-based services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.224 Contract Offer No. 224 – Access Service Offer (Cont'd)

22.224.8 Assignment/Transfer/Successors

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

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

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

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

(1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.224.8 is not available, the Qualified Companies shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

(D) Notwithstanding anything to the contrary in this Section 22.224.8, the Customer may, upon written notice to the Qualified Companies, assign in whole or relevant part its rights and obligations under this Agreement to an Affiliate of the Customer, but the Customer will remain financially responsible for the performance of such obligations. (N)

22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.224 Contract Offer No. 224 – Access Service Offer (Cont'd)

22.224.9 Mergers, Acquisitions, Sales or Divestitures Involving Customer

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