#### AT&T CALIFORNIA OUT OF TERRITORY GUIDEBOOK

PART 9 - Message Toll Services SECTION 3 - Optional Calling Plans 2nd Revised Sheet 14

#### 3. COMPLETELINK<sup>®</sup> 2.0

## A. DESCRIPTION

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

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

#### **B. DEFINITIONS**

#### Minimum Annual Revenue Commitment (MARC)

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

#### Contributory Services

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

#### Eligible Services

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

## C. REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

<sup>/2/</sup> Effective June 30, 2016, SuperTrunk service is Grandfathered. See Part 20, section 4.

## C. REGULATIONS (Cont'd)

16. Win and Winback business customers who establish service with the Company and subscribe to a CompleteLink<sup>®</sup> 2.0 agreement will receive an accelerated discount that is calculated as a percentage of their agreed upon MARC and will be applied as a credit to their bill. The accelerated discounts will be applied upfront, upon subscription to the CompleteLink<sup>®</sup> 2.0 and yearly (for terms exceeding one year) afterwards, according to the schedule below. Accelerated discounts are determined based upon Win/Winback services only and may not be determined based on existing services. When a CompleteLink<sup>®</sup> 2.0 agreement contains both existing services and Win/Winback services, the Win/Winback services will not be eligible for any accelerated discounts.

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

|                                  | 1 Year Term <sup>/2/</sup> | 2 Year Term | 3 Year Term <sup>/3/</sup> | 5 Year Term <sup>/1/</sup> |
|----------------------------------|----------------------------|-------------|----------------------------|----------------------------|
| Upfront Discount                 | 5%                         | 15%         | 20%                        | 25%                        |
| 1st Year Accelerated<br>Discount | N/A                        | 10%         | 10%                        | 10%                        |
| 2nd Year Accelerated<br>Discount | N/A                        | N/A         | 5%                         | 5%                         |
| 3rd Year Accelerated<br>Discount | N/A                        | N/A         | N/A                        | 5%                         |
| 4th Year Accelerated<br>Discount | N/A                        | N/A         | N/A                        | 5%                         |

#### Accelerated Discount Schedule

There is no 5th Year Accelerated Discount.

- /1/ For new agreements established on or after October 10, 2012, the five year term agreement will no longer be available.
- /2/ For agreements established on or after January 1, 2013, the 1 year term agreement will no longer be available.
- /3/ For agreements established on or after October 3, 2013, the 3 year term agreement will no longer be available.

#### C. REGULATIONS (cont'd)

- 17. If the customer elects to discontinue the CompleteLink<sup>®</sup> 2.0 plan prior to the expiration of the term agreement, early termination charges as described in E. following will apply.
- 18. Customers will be notified prior to the term expiration date of their CompleteLink<sup>®</sup> 2.0 agreement. If a customer does not commit to a new term plan or an alternate plan by the last date of the existing term plan, the customer's CompleteLink<sup>®</sup> 2.0 plan will terminate, and the customer's services will be billed at the prevailing Guidebook rates.
- 19. For CompleteLink® 2.0 term agreements signed on and after October 23, 2006, local toll calls will not be eligible for the total volume discount.

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

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

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

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

21. As of October 1, 2009, each business customer (not assumed names) will be limited to a maximum of one standard agreement (available to all eligible business customers) and one win/winback agreement at any given time. This limitation applies for each business customer across all states where an AT&T ILEC provides local exchange service and where the CompleteLink 2.0 plan is also available. Agreements established prior to October 1, 2009, will not be affected.

#### D. ELIGIBLE SERVICES

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

| Eligible Services  | Applicable Guidebook Reference  |
|--|---|
| Business Measured Rate<br>Service  | Guidebook Part 4, Section 2   |
| Custom 8 Toll-Free   | Guidebook, Part 10, Section 1   |
| Custom Calling Services:<br>Anonymous Call Rejection <sup>/4/</sup><br>Busy Call Forwarding <sup>/1/</sup><br>Call Forwarding <sup>/1/</sup><br>Caller Identification (Caller ID)<br>Call Return <sup>/1/</sup><br>Call Screen <sup>/1/</sup><br>Call Screen <sup>/1/</sup><br>Call Trace<br>Call Transfer Disconnect<br>Call Waiting <sup>/1/</sup><br>Call Waiting ID<br>Delayed Call Forwarding <sup>/1/</sup><br>Priority Ringing <sup>/1/</sup> | Guidebook, Part 7, Section 2<br>"<br>"<br>"<br>"<br>"<br>"<br>"<br>"<br>"<br>"<br>"<br>"                        |
| Remote Access to Call Forwarding<br>Repeat Dialing <sup>/1/</sup><br>Select Call Forwarding <sup>/1/</sup><br>Speed Calling 30 Codes<br>Three-Way Calling <sup>/1/</sup>   | "<br>"<br>"   |
| DS1 <sup>/3/</sup><br>(1.544 Mbps Service)   | Schedule Cal.P.U.C. No. 175-T -<br>ACCESS SERVICE<br>Section 7 Special Access Service<br>7.5.8 Digital Services |
| Local Toll <sup>/2/</sup> Schedule   | Guidebook, Part 9, Section 1  |
| Local Usage Blocks of Time   | Guidebook, Part 9, Section 3  |

- /1/ Additional feature discounts may apply for customers who qualify; see Guidebook, Part 7, Section 2.
- /2/ Local toll is not eligible for the CompleteLink® 2.0 total volume discount for agreements signed on or after October 23, 2006.
- /3/ DS1 is not eligible for the CompleteLink® 2.0 total volume discount for agreements signed on or after August 22, 2007.
- /4/ Frozen/Grandfathered for business customers: Anonymous Call Rejection effective October 31, 2012. See Frozen/Grandfathered Services in AT&T California Out of Territory Guidebook Part 2, Section 2.

### D. ELIGIBLE SERVICES (cont'd)

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

| Product   | Applicable Tariff / Guidebook Reference |
|---|---|
| Primary Rate ISDN Interface <sup>/1/</sup><br>(PRI) | Guidebook, Part 17, Section 2           |
| Private Branch Exchange<br>Trunk Line Service       | Guidebook, Part 4, Section 2            |
| Remote Call Forwarding                              | Guidebook, Part 7, Section 4            |
| SuperTrunk <sup>® /2,3/</sup>                       | Guidebook, Part 20, Section 4           |
| Unlimited Local Calling Plan                        | Guidebook, Part 9, Section 3            |
| Zone Usage Measurement<br>Service, Zones 1 and 2    | Guidebook, Part 4, Section 2            |
| ZUM 3<br>(Zone Usage Measurement,<br>Zone 3)        | Guidebook, Part 4, Section 2            |

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

- /2/ For new agreements established on or after October 10, 2012, SuperTrunk will no longer be an eligible service to receive the MARC volume discount.
- /3/ Effective June 30, 2016, SuperTrunk service is Grandfathered. See Part 20, Section 4.

- E. EARLY TERMINATION LIABILITY
- Within 90 days of subscribing to a CompleteLink<sup>®</sup> 2.0 term commitment, a customer may cancel the CompleteLink<sup>®</sup> 2.0 plan without incurring the early termination liability charges specified in this Guidebook. Any accelerated discounts received by the customer will be charged back to the customer. The preclusion of the termination liability does not apply to customers who terminate or convert to another Company toll, access, and/or usage commitment product for the purpose of subscribing to CompleteLink<sup>®</sup> 2.0.
- 2. A CompleteLink<sup>®</sup> 2.0 commitment is not transferable to and may not be assumed by another customer or customers without prior written consent of the Company.
- 3. CompleteLink® 2.0 commitments cannot be superseded as described in Guidebook, Part 2, Section 2
- 4. Except as provided for elsewhere in this Guidebook, if the customer terminates their CompleteLink<sup>®</sup> 2.0 agreement prior to the expiration of their term, early termination charges apply. Termination charges will be equal to 50% of the MARC multiplied by the number of years remaining in the customer's term period. For a partial year, if the partial year revenue is less than the MARC, the customer is liable for 50% of the difference between the MARC and the actual billed revenue.
  - EXAMPLE: If a customer signed a \$3,000 MARC agreement and a three year term commitment and were to leave in the 20th month of their three year term commitment and had a total billed revenue of \$2,000 in their second year, they would be responsible for 50% of the remaining MARC for that year and 50% of the total MARC for the third year of the term commitment plan. The calculation is as follows: 50% \* (\$3,000-\$2,000) + 50% \* \$3,000) or a total of \$2,000.
- 5. If a customer received accelerated discounts and terminates their CompleteLink<sup>®</sup> 2.0 agreement prior to expiration of their term, in addition to the early termination charges in 4. preceding, an early termination charge will apply equal to 50% of the accelerated discount received in C.16, preceding, prorated by the number of remaining months in the contract.
  - EXAMPLE 1: A customer signed a \$12,000 MARC agreement with a three year term commitment and received an accelerated discount of \$2,400 upfront. If the customer terminates the CompleteLink<sup>®</sup> 2.0 agreement after 12 months the customer will be liable for remitting to the Company \$800 of the accelerated discount received, calculated as follows: (\$2,400/36 total months) x 24 months remaining = \$1,600 x 50% = \$800.
  - EXAMPLE 2: If the customer terminates the CompleteLink<sup>®</sup> 2.0 agreement after month 18 the customer will be liable for remitting to the Company \$900 of the accelerated discount received, calculated as follows: [\$2,400 upfront + \$1,200 (10% of the \$12,000 MARC/3 year term for their 1 year accelerated discount) = \$3,600]/36 total months x 18 months remaining = \$1,800 x 50% = \$900

## E. EARLY TERMINATION LIABILITY (cont'd)

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

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

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

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

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

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

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

- E. EARLY TERMINATION LIABILITY (cont'd)
  - 7. Termination liability charges applicable for CompleteLink<sup>®</sup> 2.0 agreements will be offset by termination charges, if applicable, from other allowed agreements for any CompleteLink<sup>®</sup> 2.0 eligible service as a result of the same customer termination activity. Termination charges resulting from the charge-back of accelerated discounts received will not be offset by termination charges as a result of other allowed agreements for CompleteLink<sup>®</sup> 2.0 eligible services.
  - 8. MARC Downgrade Allowance for Technology Upgrade

Termination liability charges will not apply if:

- a. During the term of the CompleteLink<sup>®</sup> 2.0 agreement the customer disconnects one or more of the services which are specified under Column A following, and those services are contributory to their CompleteLink<sup>®</sup> 2.0 MARC and replaces the service(s) with the Company service specified on the same line in Column B, and as a direct result of that replacement the customer's annual spending on those services is reduced (comparing customer's current spending on the removed services and the anticipated customer spending for the replacement services), and that reduction results in a 50% or greater difference between the customer's current MARC and the next lower MARC.
- b. At the Customer's option and request, the customer may terminate the existing CompleteLink<sup>®</sup> 2.0 agreement without termination liability provided:
  - (1) The customer enters into a new CompleteLink<sup>®</sup> 2.0 service agreement for a term period which is equal to or greater than the time remaining on their current agreement<sup>2/2</sup>, and
  - (2) The MARC on the new agreement is the next lower MARC.
  - (3) The waiver of charges as a result of replacing Column A contributory services with the associated Column B contributory service will be allowed only once per customer, per agreement term.
  - (4) The CompleteLink<sup>®</sup> 2.0 \$1,200 MARC service agreements are specifically not eligible<sup>/1/</sup>.

- /1/ CompleteLink® 2.0 \$3,000 MARC term agreements signed prior to October 23, 2006, are also not eligible for this waiver.
- /2/ For agreements established on or after October 3, 2013, the 3 year term agreement will no longer be available.

## AT&T CALIFORNIA OUT OF TERRITORY GUIDEBOOK

# 3. COMPLETELINK<sup>®</sup> 2.0 (Business) (cont'd)

### E. EARLY TERMINATION LIABILITY (cont'd)

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

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

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

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

It is at the Company's sole determination whether a product change satisfies the requirements for waiver of the termination liability under this provision.

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

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

- E. EARLY TERMINATION LIABILITY (cont'd)
- 8. Termination liability charges will not apply if: (cont'd)
  - e. This waiver only applies to the termination charge applicable to the CompleteLink® 2.0 agreement:
    - (1) Termination charges may apply on those services being disconnected, and the application of the termination charges is not affected by this waiver.
    - (2) All applicable recurring and non-recurring charges apply to the installation and removal of services.
    - (3) Products and services are subscribed to separately and not as a part of the CompleteLink<sup>®</sup> 2.0 subscription.
  - f. As a result of selecting a reduced MARC level, discounts provided under the new CompleteLink<sup>®</sup> 2.0 agreement may be less than those received under the higher MARC agreement (discounts for the new agreement will be those applicable to the new MARC level in the CompleteLink<sup>®</sup> 2.0 Guidebook in effect at the time the new contract is executed), and the 90-day cancellation period in 1. preceding, will not apply to the new agreement.
    - EXAMPLE: Customer has a CompleteLink<sup>®</sup> 2.0 \$25,000 MARC, 3-year agreement, with 18 months remaining. MARC attainment in current year is 60%. A customer replaces their Analog Trunks to ISDN PRI, which would result in an annual spending reduction of \$4,000 from what was spent for the Analog Trunks. At the time of the new contract, the CompleteLink<sup>®</sup> 2.0 Guidebook reflects the next lower MARC to be \$18,000, so the customer may terminate its \$25,000 MARC agreement without liability if it enters into a new 2-year (24 month) CompleteLink<sup>®</sup> 2.0 agreement at the \$18,000 MARC. The applicable discount will be that available with the \$18,000 commitment level.
- 9. Business Downturn MARC Downgrade

For purposes of this product offer, the term "Business Downturn" is hereby defined to mean an unplanned, measurable change in business conditions affecting the customer's business that is outside of the customer's control and that materially and negatively affects the customer's need for the level of Company services which contribute to the MARC hereunder. The customer specifically acknowledges that the transfer or substitution of the contributory services to another provider during the term hereof does not qualify as business downturn. This provision may be invoked by the customer no earlier than after the end of the first year for a two or three year agreement or after the end of the second year for a five year agreement. To invoke this provision, the customer must provide in writing to the Company the facts which support its request for Business Downturn consideration, and the Company will solely determine whether the customer's business conditions satisfy the definition of "Business Downturn". Upon the Company's determination that a Business Downturn has occurred, the customer and the Company shall then negotiate in good faith an appropriate and commercially reasonable change to the customer's commitments hereunder. Examples of appropriate and commercially reasonable changes are (but are not limited to) a modification to the term and/or MARC. The Parties shall continue performance under this Agreement while they are in negotiations. If no agreement can be reached regarding a change to the customer's commitments, then the rates, MARC, terms and conditions of this Agreement shall remain in effect for its Term. The customer may invoke this provision only once during the term of this Agreement.

#### F. RATES AND CHARGES

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

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

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

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

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

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

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

## F. RATES AND CHARGES (cont'd)

6. Total Volume Discount Schedule

### CompleteLink<sup>®</sup> 2.0 Total Volume Discount Schedule

#### Term

| MARC      | 1 Year | 2 Year | 3 Year <sup>/3/</sup> | 5 Year <sup>/2/</sup> | Maximum<br>Annual<br>Discount |
|-----------|--------|--------|-----------------------|-----------------------|-------------------------------|
|           |        | 3%     | 1                     |                       |                               |
| \$ 1,200  | 2%     |        | 4%                    | 5%                    | \$ 240                        |
| \$ 3,000  | 2%     | 3%     | 4%                    | 5%                    | \$ 600                        |
| \$ 7,000  | 3%     | 4%     | 5%                    | 6%                    | \$ 1,080                      |
| \$ 12,000 | 4%     | 5%     | 6%                    | 7%                    | \$ 1,750                      |
| \$ 18,000 | 4%     | 5%     | 6%                    | 7%                    | \$ 2,450                      |
| \$ 25,000 | 5%     | 6%     | 7%                    | 8%                    | \$ 4,000                      |
| \$ 35,000 | 5%     | 6%     | 7%                    | 8%                    | \$ 6,000                      |
| \$ 50,000 | 6%     | 7%     | 8%                    | 9%                    | \$ 9,000                      |
| \$ 75,000 | 7%     | 8%     | 9%                    | 10%                   | \$12,500                      |
| \$100,000 | 8%     | 9%     | 10%                   | 11%                   | \$16,500                      |
| \$125,000 | 8%     | 9%     | 10%                   | 11%                   | \$22,000                      |
| \$150,000 | 9%     | 10%    | 11%                   | 12%                   | \$24,000                      |
| \$200,000 | 10%    | 11%    | 12%                   | 13%                   | \$32,500/1/                   |

- /1/ This Maximum Annual Discount applies to agreements established on or after October 1, 2009 only.
- /2/ For agreements established on or after October 10, 2012, the 5 year term agreement will no longer be available.
- /3/ For agreements established on or after October 3, 2013, the 3 year term agreement will no longer be available.