

TARIFF DISTRIBUTION

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DATE: July 8, 2009

STATE: AIT-FCC

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PURPOSE: PF No. 186

<u>TARIFF SECTION</u>	<u>PAGE NUMBER</u>	<u>PAGE REVISION</u>
2000	1	1540
2000	1.23	0031
2000	1.24	0006
2000	13.8	0031
2022	22-1457	0000
2022	22-1458	0000
2022	22-1459	0000
2022	22-1460	0000
2022	22-1461	0000
2022	22-1462	0000
2022	22-1463	0000
2022	22-1464	0000
2022	22-1465	0000
2022	22-1466	0000
2022	22-1467	0000
2022	22-1468	0000
2022	22-1469	0000
2022	22-1470	0000
2022	22-1471	0000
2022	22-1472	0000
2022	22-1473	0000

Title pages 1 and 2 and pages 1 to 846 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement No. 339 contain all changes from the original tariff that are in effect on the date hereof.

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
Title 1	2nd	7	6th	19.2	15th
Title 2	9th	7.1	3rd	19.3	8th
1	1540th*	8	15th	19.4	1st
1.1	339th	8.1	5th	20	10th
1.2	302nd	9	24th	20.1	5th
1.3	286th	9.1	1st	20.2	3rd
1.4	241st	10	27th	21	4th
1.5	221st	10.1	11th	22	1st
1.6	198th	10.2	9th	23	3rd
1.7	128th	11	4th	24	1st
1.8	109th	12	10th	25	3rd
1.9	146th	13	6th	25.1	1st
1.10	49th	13.1	6th	25.2	1st
1.11	61st	13.2	10th	26	3rd
1.12	31st	13.3	12th	27	9th
1.13	15th	13.4	21st	28	11th
1.14	25th	13.5	37th	28.1	5th
1.15	54th	13.6	39th	29	1st
1.15.1	3rd	13.7	44th	30	Original
1.16	63rd	13.8	31st*	31	Original
1.17	24th	13.9	4th	32	Original
1.18	33rd	14	3rd	33	Original
1.19	44th	15	16th	34	4th
1.20	43rd	15.1	10th	34.1	1st
1.21	45th	15.2	1st	35	5th
1.22	47th	16	12th	35.1	1st
1.23	30th*	16.1	11th	36	8th
1.24	6th*	16.1.1	Original	36.1	6th
2	6th	16.2	8th	37	13th
3	8th	16.3	1st	37.1	4th
3.1	13th	16.4	2nd	37.2	6th
4	17th	16.5	Original	37.3	5th
4.1	10th	16.6	3rd	37.4	1st
5	18th	16.7	3rd	37.5	2nd
5.1	20th	17	1st	38	9th
5.2	5th	18	6th	38.1	11th
6	5th	19	27th	38.2	6th
6.1	5th	19.1	13th	38.2.1	3rd
6.2	6th			38.3	4th
				38.4	4th

* New or Revised Page

(This page filed under Transmittal No. 1700)

Effective: July 8, 2009

ACCESS SERVICE
CHECK SHEETS (Cont'd)

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
22-1333	2nd	22-1386	Original	22-1439	Original	23-18	4th
22-1334	2nd	22-1387	Original	22-1440	Original	23-19	3rd
22-1335	2nd	22-1388	Original	22-1441	Original	24-1	6th
22-1336	2nd	22-1389	Original	22-1442	Original	24-1.1	2nd
22-1337	2nd	22-1390	Original	22-1443	Original	24-2	4th
22-1338	2nd	22-1391	Original	22-1444	Original	24-3	4th
22-1339	2nd	22-1392	Original	22-1445	Original	24-4	6th
22-1340	2nd	22-1393	Original	22-1446	Original	24-5	4th
22-1341	2nd	22-1394	Original	22-1447	Original	24-6	4th
22-1342	2nd	22-1395	Original	22-1448	Original	24-7	4th
22-1343	2nd	22-1396	Original	22-1449	Original	24-8	3rd
22-1344	2nd	22-1397	Original	22-1450	Original	24-9	4th
22-1345	2nd	22-1398	Original	22-1451	Original	24-10	6th
22-1346	2nd	22-1399	Original	22-1452	Original	24-11	4th
22-1347	2nd	22-1400	Original	22-1453	Original	24-12	6th
22-1348	2nd	22-1401	Original	22-1454	Original	24-13	4th
22-1349	2nd	22-1402	Original	22-1455	Original	24-14	6th
22-1350	2nd	22-1403	Original	22-1456	Original	24-14.1	2nd
22-1351	2nd	22-1404	Original	22-1457	Original*	24-15	8th
22-1352	2nd	22-1405	Original	22-1458	Original*	24-16	7th
22-1353	2nd	22-1406	Original	22-1459	Original*	24-17	6th
22-1354	Original	22-1407	Original	22-1460	Original*	24-18	2nd
22-1355	2nd	22-1408	Original	22-1461	Original*	24-19	2nd
22-1356	Original	22-1409	Original	22-1462	Original*	24-20	2nd
22-1357	2nd	22-1410	Original	22-1463	Original*	24-21	4th
22-1358	2nd	22-1411	Original	22-1464	Original*	24-22	3rd
22-1359	Original	22-1412	Original	22-1465	Original*	24-23	3rd
22-1360	Original	22-1413	Original	22-1466	Original*	24-23.1	2nd
22-1361	Original	22-1414	Original	22-1467	Original*	25-1	4th
22-1362	Original	22-1415	Original	22-1468	Original*	25-2	Original
22-1363	2nd	22-1416	Original	22-1469	Original*	25-3	Original
22-1364	2nd	22-1417	Original	22-1470	Original*	25-4	Original
22-1365	2nd	22-1418	Original	22-1471	Original*	25-5	Original
22-1366	2nd	22-1419	Original	22-1472	Original*	25-6	Original
22-1367	2nd	22-1420	Original	22-1473	Original*	25-7	Original
22-1368	2nd	22-1421	Original	23-1	2nd	25-8	Original
22-1369	2nd	22-1422	1st	23-2	3rd	25-9	Original
22-1370	2nd	22-1423	Original	23-3	5th	25-10	Original
22-1371	2nd	22-1424	1st	23-3.1	2nd	25-11	Original
22-1372	2nd	22-1425	Original	23-4	3rd	25-12	2nd
22-1373	2nd	22-1426	Original	23-5	3rd	25-13	2nd
22-1374	2nd	22-1427	Original	23-6	2nd	25-14	2nd
22-1375	Original	22-1428	Original	23-7	3rd	25-14.1	Original
22-1376	Original	22-1429	Original	23-8	3rd	25-15	1st
22-1377	Original	22-1430	Original	23-9	3rd	25-15.1	Original
22-1378	Original	22-1431	Original	23-10	4th	25-16	1st
22-1379	Original	22-1432	Original	23-11	4th	25-16.1	Original
22-1380	Original	22-1433	Original	23-12	2nd	25-17	3rd
22-1381	Original	22-1434	Original	23-13	2nd	25-17.1	Original
22-1382	Original	22-1435	Original	23-14	2nd	25-17.2	Original
22-1383	Original	22-1436	Original	23-15	4th	25-17.3	Original
22-1384	Original	22-1437	Original	23-16	3rd	25-17.4	Original
22-1385	Original	22-1438	Original	23-17	5th	25-17.5	Original

(This page filed under Transmittal No. 1700)

Effective: July 8, 2009

ACCESS SERVICE
 CHECK SHEETS (Cont'd)

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
25-17.6	Original	27-11	2nd				
25-17.7	Original	27-12	2nd				
25-17.8	Original	27-13	2nd				
25-17.9	Original	27-14	2nd				
25-17.10	Original	27-15	2nd				
25-17.11	Original	27-16	2nd				
25-17.12	Original	27-17	2nd				
25-17.13	Original	27-18	2nd				
25-17.14	Original	27-19	2nd				
25-18	1st	27-20	2nd				
25-19	2nd	27-21	2nd				
25-20	1st	27-22	2nd				
25-21	1st	27-23	3rd				
25-22	2nd	27-24	2nd				
26-1	3rd	27-25	3rd				
26-2	3rd	27-26	2nd				
26-3	3rd	28-1	2nd				
26-4	3rd	28-2	2nd				
26-5	3rd	28-3	Original				
26-6	3rd						
26-7	2nd						
26-8	2nd						
26-9	2nd						
26-10	2nd						
26-11	2nd						
26-12	2nd						
26-13	2nd						
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26-23	3rd						
26-24	3rd						
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26-27	2nd						
27-1	3rd						
27-2	3rd						
27-3	2nd						
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27-6	2nd						
27-6.1	2nd						
27-7	2nd						
27-8	2nd						
27-9	2nd						
27-10	2nd						

(This page filed under Transmittal No. 1700)

Effective: July 8, 2009

ACCESS SERVICE

	<u>Page</u>	
22. Pricing Flexibility Contract Offerings (Cont'd)	22-1	
22.159 ⁽¹⁾		
22.160 Contract Offer No. 160 – Transport Upgrade Service Offer	22-1265	
22.161 ⁽¹⁾		
22.162 ⁽¹⁾		
22.163 ⁽¹⁾		
22.164 Contract Offer No. 164 – Special Access Bundle Service Offer	22-1291	
22.165 ⁽¹⁾		
22.166 ⁽¹⁾		
22.167 ⁽¹⁾		
22.168 ⁽¹⁾		
22.169 ⁽¹⁾		
22.170 Contract Offer No. 170 – ⁽¹⁾	22-1333	
22.171 Contract Offer No. 171 – ⁽¹⁾	22-1340	
22.172 ⁽¹⁾		
22.173 Contract Offer No. 173 – Special Access Bundle Service Offer	22-1353	
22.174 ⁽¹⁾		
22.175 Contract Offer No. 175 – ⁽¹⁾	22-1369	
22.176 Contract Offer No. 176 – DS3 Transport Service Offer	22-1375	
22.177 Contract Offering No. 177 – Access Advantage Plus Transport Service – One Year Term	22-1382	
22.178 Contract Offering No. 178 – Access Advantage Plus Transport Service – Two Year Term	22-1388	
22.179 Contract Offering No. 179 – Access Advantage Plus Transport Service – Three Year Term	22-1394	
22.180 Contract Offer No. 180 – DS1 and DS3 Service Offer	22-1400	
22.181 Contract Offer No. 181 – Special Access Service Offer	22-1413	
22.182 Contract Offer No. 182 – DS3 Extension Bundle Service Offer	22-1422	
22.183 Contract Offer No. 183 – Special Access Service Offer	22-1429	
22.184 Contract Offer No. 184 – DS3 IOF Transport Bundle Service Offer	22-1442	
22.185 Contract Offer No. 185 – Access Service Offer	22-1447	
22.186 Contract Offer No. 186 – Access Service Offer	22-1457	(N)
23. ⁽¹⁾		

⁽¹⁾ Material in this Section has been de-tariffed as required by the Commission upon use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. 07-180, released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.

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: BellSouth Telecommunications, Inc. (BellSouth) Tariff F.C.C. No. 1, Contract Offer No. 64; 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.”

(N)

(Nx)

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).

(Nx)

(N)

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)

(This page filed under Transmittal No. 1700)

Effective: July 8, 2009

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)

(This page filed under Transmittal No. 1700)

Effective: July 8, 2009

ACCESS SERVICE

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 services¹.

(x) Issued under Authority of Special Permission No. 09-022 of F.C.C. (N)

¹ GigaMAN, DecaMAN,® WaveMAN,SM 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/>.

(This page filed under Transmittal No. 1700)

Effective: July 8, 2009

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

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)

(This page filed under Transmittal No. 1700)

Effective: July 8, 2009

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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

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)

(This page filed under Transmittal No. 1700)

Effective: July 8, 2009

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)(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)

(This page filed under Transmittal No. 1700)

Effective: July 8, 2009

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)

(This page filed under Transmittal No. 1700)

Effective: July 8, 2009

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)

Effective: July 8, 2009

ACCESS SERVICE

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)

(This page filed under Transmittal No. 1700)

Effective: July 8, 2009

Four AT&T Plaza, Dallas, Texas 75202

ACCESS SERVICE

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	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
		WI		\$127.00
Channel Mileage Termination - Per Point of Termination - 1.544Mbps	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

(N)

(This page filed under Transmittal No. 1700)

Effective: July 8, 2009

ACCESS SERVICE

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	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
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, QMVX4 & QMVX5	\$190.00
		IN		\$198.00
		MI		\$194.00
		OH		\$194.00
		WI		\$198.00

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(This page filed under Transmittal No. 1700)

ACCESS SERVICE

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	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, TZUP4 & TZUP5	\$1,004.00
		IN		\$1,049.00
		MI		\$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, CZ4X4 & CZ4X5	\$243.00
		IN		\$261.00
		MI		\$252.00
		OH		\$252.00
		WI		\$261.00

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(This page filed under Transmittal No. 1700)

Effective: July 8, 2009

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)

(This page filed under Transmittal No. 1700)

Effective: July 8, 2009

ACCESS SERVICE

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.

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(This page filed under Transmittal No. 1700)

Effective: July 8, 2009

ACCESS SERVICE

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.

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(This page filed under Transmittal No. 1700)

Effective: July 8, 2009

Four AT&T Plaza, Dallas, Texas 75202

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

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.

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(This page filed under Transmittal No. 1700)

Effective: July 8, 2009

ACCESS SERVICE

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:

$\$ 1,202.50 \times 6 \times 50\% = \$3,607.50$ termination liability charge.

(N)

(This page filed under Transmittal No. 1700)

Effective: July 8, 2009

Four AT&T Plaza, Dallas, Texas 75202