

TARIFF DISTRIBUTION

FILE PACKAGE NO.: 1731

DATE: March 10, 2011

STATE: AIT-FCC

EFFECTIVE DATE: 03/10/2011

TYPE OF DISTRIBUTION: Approved

PURPOSE: PF Contract - DS1 and DS3 Offer

<u>TARIFF SECTION</u>	<u>PAGE NUMBER</u>	<u>PAGE REVISION</u>
2000	1	1564
2000	1.24	0016
2000	13.8	0041
2022	22-1562	0000
2022	22-1563	0000
2022	22-1564	0000
2022	22-1565	0000
2022	22-1566	0000
2022	22-1567	0000
2022	22-1568	0000
2022	22-1569	0000
2022	22-1570	0000
2022	22-1571	0000
2022	22-1572	0000
2022	22-1573	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	3rd	7	6th	19.3	8th
Title 2	10th	7.1	3rd	19.4	1st
1	1564th*	8	15th	20	10th
1.1	345th	8.1	5th	20.1	5th
1.2	308th	9	24th	20.2	4th
1.3	288th	9.1	1st	21	4th
1.4	241st	10	27th	22	1st
1.5	225th	10.1	11th	23	3rd
1.6	198th	10.2	9th	24	1st
1.7	132nd	11	4th	25	3rd
1.8	110th	12	10th	25.1	1st
1.9	146th	13	6th	25.2	1st
1.10	49th	13.1	6th	26	3rd
1.11	61st	13.2	10th	27	9th
1.12	33rd	13.3	12th	28	11th
1.13	15th	13.4	21st	28.1	5th
1.14	25th	13.5	37th	29	1st
1.15	54th	13.6	39th	30	Original
1.15.1	3rd	13.7	44th	31	Original
1.16	64th	13.8	41st*	32	Original
1.17	24th	13.9	4th	33	Original
1.18	33rd	14	3rd	34	4th
1.19	45th	15	16th	34.1	1st
1.20	44th	15.1	10th	35	5th
1.21	45th	15.2	1st	35.1	1st
1.22	47th	16	12th	36	8th
1.23	41st	16.1	11th	36.1	6th
1.24	16th*	16.1.1	Original	37	13th
2	6th	16.2	8th	37.1	4th
3	8th	16.3	1st	37.2	6th
3.1	14th	16.4	2nd	37.3	5th
4	17th	16.5	Original	37.4	1st
4.1	10th	16.6	3rd	37.5	2nd
5	18th	16.7	3rd	38	9th
5.1	20th	17	1st	38.1	11th
5.2	5th	18	6th	38.2	6th
6	5th	19	27th	38.2.1	3rd
6.1	5th	19.1	13th	38.3	4th
6.2	6th	19.2	15th	38.4	4th

* New or Revised Page

(This page filed under Transmittal No. 1731)

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
22-1545	Original	24-2	4th	25-17.8	Original	27-12	2nd
22-1546	Original	24-3	4th	25-17.9	Original	27-13	2nd
22-1547	Original	24-4	6th	25-17.10	Original	27-14	2nd
22-1548	Original	24-5	4th	25-17.11	Original	27-15	2nd
22-1549	Original	24-6	4th	25-17.12	Original	27-16	2nd
22-1550	Original	24-7	4th	25-17.13	Original	27-17	2nd
22-1551	Original	24-8	3rd	25-17.14	Original	27-18	2nd
22-1552	Original	24-9	4th	25-18	1st	27-19	2nd
22-1553	Original	24-10	6th	25-19	2nd	27-20	2nd
22-1554	Original	24-11	4th	25-20	1st	27-21	2nd
22-1555	Original	24-12	6th	25-21	1st	27-22	2nd
22-1556	Original	24-13	4th	25-22	2nd	27-23	3rd
22-1557	Original	24-14	6th	26-1	3rd	27-24	2nd
22-1558	Original	24-14.1	2nd	26-2	3rd	27-25	3rd
22-1559	Original	24-15	8th	26-3	3rd	27-26	2nd
22-1560	Original	24-16	7th	26-4	3rd	28-1	2nd
22-1561	Original	24-17	6th	26-5	3rd	28-2	2nd
22-1562	Original*	24-18	2nd	26-6	3rd	28-3	Original
22-1563	Original*	24-19	2nd	26-7	2nd		
22-1564	Original*	24-20	2nd	26-8	2nd		
22-1565	Original*	24-21	4th	26-9	2nd		
22-1566	Original*	24-22	3rd	26-10	2nd		
22-1567	Original*	24-23	3rd	26-11	2nd		
22-1568	Original*	24-23.1	2nd	26-12	2nd		
22-1569	Original*	25-1	4th	26-13	2nd		
22-1570	Original*	25-2	Original	26-14	2nd		
22-1571	Original*	25-3	Original	26-15	2nd		
22-1572	Original*	25-4	Original	26-16	2nd		
22-1573	Original*	25-5	Original	26-17	2nd		
23-1	2nd	25-6	Original	26-18	2nd		
23-2	3rd	25-7	Original	26-19	2nd		
23-3	5th	25-8	Original	26-20	2nd		
23-3.1	2nd	25-9	Original	26-21	2nd		
23-4	3rd	25-10	Original	26-22	2nd		
23-5	3rd	25-11	Original	26-23	3rd		
23-6	2nd	25-12	2nd	26-24	3rd		
23-7	3rd	25-13	2nd	26-25	3rd		
23-8	3rd	25-14	2nd	26-26	3rd		
23-9	3rd	25-14.1	Original	26-27	2nd		
23-10	4th	25-15	1st	27-1	3rd		
23-11	4th	25-15.1	Original	27-2	3rd		
23-12	2nd	25-16	1st	27-3	2nd		
23-13	2nd	25-16.1	Original	27-4	2nd		
23-14	2nd	25-17	3rd	27-5	2nd		
23-15	4th	25-17.1	Original	27-6	2nd		
23-16	3rd	25-17.2	Original	27-6.1	2nd		
23-17	5th	25-17.3	Original	27-7	2nd		
23-18	4th	25-17.4	Original	27-8	2nd		
23-19	3rd	25-17.5	Original	27-9	2nd		
24-1	6th	25-17.6	Original	27-10	2nd		
24-1.1	2nd	25-17.7	Original	27-11	2nd		

(This page filed under Transmittal No. 1731)

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
22.187 Contract Offer No. 187 – Special Access Wireless DS1 Bundle Service Offer	22-1474
22.188 Contract Offer No. 188 – Access Service Offer	22-1489
22.189 Contract Offering No. 189 – Access Advantage Plus Transport Service Extension	22-1495
22.190 Contract Offer No. 190 – Special Access Wireless DS1 and DS3 Service Offer	22-1500
22.191 Contract Offering No. 191 – Access Advantage Plus Transport Service Extension	22-1509
22.192 Contract Offer No. 192 – DS1, DS3 Service Offer	22-1514
22.193 Contract Offer No. 193 – DS1, DS3 Service Offer	22-1524
22.194 Contract Offer No. 194 – Access Service Offer	22-1534
22.195 Contract Offer No. 195 - Subtending DS1/DS3 Service Offer	22-1555
22.196 Contract Offer No. 196–DS1 and DS3 Service Offer	22-1562

(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.

(This page filed under Transmittal No. 1731)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

(N)

22.196 Contract Offer No. 196–DS1 and DS3 Service Offer22.196.1 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

¹OPT-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)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

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	

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(This page filed under Transmittal No. 1731)

ACCESS SERVICE

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)

(This page filed under Transmittal No. 1731)

ACCESS SERVICE

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)

(This page filed under Transmittal No. 1731)

ACCESS SERVICE

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)

(This page filed under Transmittal No. 1731)

ACCESS SERVICE

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)

(This page filed under Transmittal No. 1731)

ACCESS SERVICE

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)

(This page filed under Transmittal No. 1731)

ACCESS SERVICE

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

(This page filed under Transmittal No. 1731)

ACCESS SERVICE

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

(This page filed under Transmittal No. 1731)

ACCESS SERVICE

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	NRMF3	NRMG3
4	NRMF4	NRMG4
5	NRMF5	NRMG5

(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)

(This page filed under Transmittal No. 1731)

ACCESS SERVICE

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)

(This page filed under Transmittal No. 1731)

ACCESS SERVICE

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)

(This page filed under Transmittal No. 1731)