

TARIFF DISTRIBUTION

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PURPOSE: PF 203 - Special Access Wireless DS1 and DS3 Service Offer

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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.

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22.203 Contract Offer No. 203 – Special Access Wireless DS1 and DS3 Service Offer

(N)

22.203.1 General Description

Contract Offer No. 203, Special Access DS1 and DS3 Service Offer (Contract Offer No. 203), is a Minimum Volume Commitment plan for special access for which concurrent subscription is required to this Contract Offer and the following Access Tariffs: Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, Contract Offer No. 25; Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Contract Offer No. 156; BellSouth Telecommunications LLC (BellSouth) Tariff F.C.C. No. 1, Contract Offer No. 73, and Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73 Contract Offer No. 175 (collectively, with this Contract Offer No. 203, Concurrently Subscribed Contract Offers). NBTC, PBTC, BellSouth, SWBT and Ameritech Operating Companies (Ameritech) shall be identified herein as the “Qualified Companies.”

(N)

(Nx)

Subject to the Terms and Conditions set forth elsewhere in this Contract Offer No. 203 and the other Concurrently Subscribed Contract Offers, Contract Offer No. 203 requires eligible Customers to make and satisfy Minimum Volumes, as defined in Section 22.203.5. The Minimum Volumes consist of certain Subject Services purchased from the Ameritech Tariff F.C.C. No. 2, and the other Qualified Companies as provided in this Contract Offer.

(Nx)

This Contract Offer is available for subscription from August 25, 2011 through September 25, 2011. This Contract Offer is not renewable.

(N)

22.203.2 Subject Services

- (A) This Contract Offer applies to pricing Subject Services contained in the following tariff sections: Ameritech Tariff F.C.C. No. 2, Sections 6, 7 and 21 – DS1 and DS3 High Capacity Service.
- (B) Subject Services must be located in the Pricing Flexibility MSAs for which the Telephone Company has been granted pricing flexibility relief, as listed in Ameritech Tariff F.C.C. No. 2, Section 21 and in the MSAs in Table A, below. During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 21 at the time of subscription, the Customer may, at its option, include Subject Services eligible for the discounts under this Contract Offer No. 203.

Table A-

MSA	
Fort Wayne	IN
Youngstown-Warren	OH
St. Louis	IL
Davenport/Rock Island/Moline	IL

(N)

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22.203 Contract Offer No. 203 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd) (N)

22.203.3 Eligibility Criteria

The Customer must meet the following Eligibility Criteria as of the date this Contract Offer becomes effective (Effective Date):

- (A) All Subject Services must terminate on Customer’s Wireless Network.
- (B) All Subject Services must subtend a SONET¹ ring service purchased by the Customer from the Telephone Company.
- (C) During the month prior to the Customer’s subscription to this Contract Offer, the Customer must have in service no fewer than sixteen thousand (16,000) and no more than seventeen thousand (17,000) DS1s, and no fewer than one thousand two hundred (1,200) and no more than one thousand three hundred (1,300) DS3 access circuits from the Qualified Companies, each of which terminates at a Qualified Cell Site.

(D) Concurrently Subscribed Contract Offers. The Customer must concurrently subscribe to the following Contract Offers: (Nx)

- NBTC Tariff F.C.C. No. 1, Contract Offer No. 25;
- PBTC Tariff F.C.C. No. 1, Contract Offer No. 156;
- SWBT Tariff F.C.C. No. 73, Contract Offer No. 175; and
- BellSouth Tariff F.C.C. No. 1, Contract Offer No. 73.

22.203.4 Terms and Conditions (N)

(A) Term Period

The term of this Contract Offer (Term Period) shall be sixty (60) months, commencing on the date the Telephone Company receives the signed Letter of Subscription (LOS) from the Customer. Upon expiration of the Term Period, the rates and terms and conditions of this Contract Offer shall no longer apply, and Subject Services shall be provided at the prevailing month-to-month rates in Ameritech Tariff F.C.C. No. 2, Section 7.

¹Dedicated SONET Ring Service (DSRS) services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission’s Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook.

(x) Filed under the authority of Special Permission No. 11-013 of the F.C.C.

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22.203 Contract Offer No. 203 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd) (N)22.203.4 Terms and Conditions (Cont'd)(B) General Terms and Conditions

- (1) Subject Services are subject to certain rates, charges and general terms and conditions described in Ameritech Tariff F.C.C. No. 2, Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the terms and conditions of this Contract Offer. If any provision of this Contract Offer conflicts with any otherwise applicable provisions of Ameritech Tariff F.C.C. No. 2, Section 2, 5 or 13, this Contract Offer shall govern over the conflicting provision.
- (2) All traffic transmitted over Subject Services must originate or terminate at a Mobile Switching Center (MSC) operated by the Customer.
- (3) All terms and conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.
- (4) Subject Services eligible for credits under this Contract Offer shall not be included in any other pricing flexibility contract offer, unless expressly permitted by such other pricing flexibility contract offer or other arrangement.
- (5) Jointly provided access services may be included as Subject Services under this Contract Offer, provided such services meet the terms and conditions herein. Such Subject Services shall be eligible for the credits provided in this Contract Offer, but such credits will be applicable only to the portion of such services provided by the Telephone Company. Jointly Provided Access Services will be counted for purposes of determining the Customer's compliance with the DS1 and DS3 Volume Commitments set forth in Section 22.203.5 of this Contract Offer.
- (6) To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company, which must include a list of eligible Access Customer Name Abbreviations (ACNAs) under which the Subject Services pursuant to this Contract Offer may be purchased. Subject Services ordered or purchased under other ACNAs may not be transferred or converted to this Contract Offer.
- (7) If, as of the Subscription Date of this Contract Offer, the Customer purchases services pursuant to Ameritech Tariff F.C.C. No. 2, Contract Offer No. 164, this Contract Offer shall supersede Contract Offer No. 164. The Customer's subscription to Contract Offer No. 164 shall be terminated and "Subject Services" under Contract Offer No. 164 shall be provided pursuant to this Contract Offer. Customer shall not incur any termination liability under Contract Offers No. 164 as a result of the supersedure of Contract offer No. 164.

(N)

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22.203 Contract Offer No. 203 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd) (N)22.203.4 Terms and Conditions (Cont'd)(B) General Terms and Conditions (Cont'd)

- (8) Commingling shall be as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.
- (9) Credits earned under this Contract Offer No. 203 are in addition to, and do not alter, any discounts, term plans or other rates available in the Telephone Company's tariffs, except for those pricing flexibility contract tariffs superseded by the Concurrently Subscribed Tariffs.
- (10) With the exception of the Concurrently Subscribed Contract Offers, the Customer shall not purchase special access services pursuant to any pricing flexibility contract offer, broadband services agreement, intrastate "ICB" contract or other individually negotiated tariff or agreement that includes any minimum volume or revenue commitment (any such precluded tariffs or agreements hereafter referred to as an "Other Commitment Agreement"), unless the Other Commitment Agreement expressly refers to this Contract Offer and expressly permits the Customer to purchase such services subject to both this Contract Offer and the Other Commitment Agreement. The word "purchase," as used in the foregoing sentence, refers to the Customer obtaining or using any service in exchange for compensation, regardless of when the service was ordered or installed

22.203.5 Minimum Volume Credits

- (A) The Telephone Company will issue credits to the Customer as provided in this Section 22.203.5(B), conditioned on the Customer's purchase of the minimum volumes of Subject Services from the Qualified Companies, as set forth below ("Minimum Volumes").
- (1) During each month of the Term Period, the Customer must be purchasing from the Qualified Companies, in total, a minimum of sixteen thousand seven hundred and nineteen (16,719) DS1 Subject Services.
- (2) During each month of the Term Period, the Customer must be purchasing from the Qualified Companies, in total, a minimum of one thousand two hundred and nine (1209) DS3 Subject Services.
- (B) If the Customer satisfies the minimum volume conditions, the Telephone Company will issue credits to the Customer in the amount of thirty dollars (\$30) for each DS1 in excess of the Minimum Volumes identified in Section 22.203.5.A.1, and one hundred dollars (\$100) for each DS3 in excess of the Minimum Volumes identified in Section 22.203.5.A.2, which shall be distributed among the Qualified Companies as provided herein. Credits shall be applied to "Subject Services" provided pursuant to the Concurrently Subscribed Contract Offers according to the installation date with credits being applied to the most recently installed Subject Services first.

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ACCESS SERVICE

22.203 Contract Offer No. 203 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)

(N)

22.203.6 Replacement of Subject Services with Ethernet-Based Services¹

- (A) The Customer may terminate DS1 Subject Services without termination liability charges, provided that the following conditions have been met.
- (1) The Subject Service must have been in service for at least six (6) months prior to termination.
 - (2) The Subject Service must have been replaced by Ethernet-based service¹ provided to the Customer by the Telephone Company at the same Qualified Cell Site, with Ethernet¹ bandwidth of no less than 5 Mbps per Customer cell site (Replacement Service).
 - (3) No lapse in billing may have occurred between the termination of the Subject Service and the installation of the Replacement Service.
- (B) The Customer may qualify for credits to be applied against termination liability charges billed for terminated DS3 Subjects Services (“DS3 Credits”), provided that the following conditions have been met.
- (1) The Subject Service must have been continuously in service since the Effective Date of this Contract Offer.
 - (2) The Subject Service must have been in service for at least twenty-four (24) months prior to termination.
 - (3) The Subject Service must have been replaced by Ethernet-based service¹ provided to the Customer by the Telephone Company at the same Qualified Cell Site, with Ethernet¹ bandwidth of no less than 5 Mbps per Customer cell site (Replacement Service).
 - (4) No lapse in billing may have occurred between the termination of the Subject Service and the installation of the Replacement Service.

¹Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission’s Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with specifically de-tariffed services are available at www.att.com/guidebook

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22.203 Contract Offer No. 203 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd) (N)22.203.6 Replacement of Subject Services with Ethernet-Based Services¹

(B) (Cont'd)

The Telephone Company will calculate and issue (when applicable) DS3 Credits for each three (3) month period during the Term Period, beginning from the Subscription Date (each such period to be referred to as a "Quarter"). DS3 Credits will be based on the equivalent of one terminated DS3 Subject Service for every twenty-eight (28) DS1 Subject Services that have been terminated without termination liability pursuant to Section 22.203.6(A), above, during the relevant Quarter ("Eligible DS1s"). The Telephone Company will determine the number of Eligible DS1s for the Quarter, divide the number of Eligible DS1s by twenty-eight (28), and round the quotient down to the nearest whole number. The result of this calculation will be referred to as the "DS3 Termination Allowance." The amount of the DS3 Credit will be calculated by multiplying the DS3 Termination Allowance times the average amount of all termination liability charges billed to the Customer per terminated DS3 Subject Service during the Quarter ("Average DS3 TLC").

Formula: $DS3\ Termination\ Allowance \times Average\ DS3\ Termination\ Liability\ Charge = DS3\ Credit$

Example: During Quarter X of the Term Period, the Customer terminates 165 DS1 Subject Services without termination liability, as provided in Section 22.203.6(A). During Quarter X, the Customer also terminates 6 DS3 Subject Services. Total termination liability charges for the terminated DS3 Subject Services are \$24,000. The DS3 Termination Allowance is 5 ($165/28 = 5.89$). The Average DS3 TLC is \$4,000 ($\$24,000/6 = \$4,000$). The DS3 Credit is \$20,000 ($\$4,000 \times 5 = \$20,000$).

22.203.7 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to F.C.C. No. 2, Section 2.1.2, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A), (B) or (C), below, or 2) if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

(N)

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22.203 Contract Offer No. 203 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd) (N)22.203.7 Assignment and Transfer (Cont'd)

- (B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated:
- (i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or
 - (ii) "high risk" in a Paydex score as published by Dun and Bradstreet.
- (C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.203.8 Mergers/Acquisitions

All provisions of this Contract Offer shall continue in full force and effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, and Terms and Conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

(N)

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