

TARIFF DISTRIBUTION

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PURPOSE: Price Flex Contract 212 - DS3 Special Access Offer

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2022	22-1698	0000
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20TC	13.8.1	0017

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. 341 contain all changes from the original tariff that are in effect on the date hereof.

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26-6	3rd	28-3	1st				
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22. Pricing Flexibility Contract Offerings

22.212 Contract Offer No. 212 – DS3 Special Access Service Offer

22.212.1 General Description

This DS3 Service Offer (Contract Offer No. 212) is an access discount pricing plan that allows the Customers who meet the Eligibility Criteria in Section 22.212.3, and the Terms and Conditions in Section 22.212.4, to obtain credits for the DS3 Subject Services, as described in Section 22.212.2.

Contract Offer No. 212 is available for subscription from December 22, 2012 through January 22, 2013. This Contract Offer is not renewable.

22.212.2 Subject Services

(A) Contract Offer No. 212 applies to the following pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Ameritech Operating Companies (Ameritech) Tariff F.C.C. No 2, Sections 7.2.9 and 21.5.2.7 - DS3 Service.

(B) Subject Services must be located in the following Metropolitan Statistical Area (MSA): Chicago, IL.

(C) The Subject Services must be configured as follows:

(1) The 'A' location for each Subject Service must be cross-connected to an Ameritech Central Office Interconnection (ACOI) Transmission Node, as described in Ameritech Operating Companies Tariff F.C.C. No 2, Section 16.1, which is purchased by the Customer;

(2) Each Subject Service must include an Interconnection – Central Office Multiplexing rate element identified in Table A; and

(3) Channel Mileage for each Subject Service must be not less than one (1) mile and not greater than eighteen (18) miles.

(D) All terms and conditions for the Subject Services listed above are governed by their respective tariff sections, except as noted herein.

22.212.3 Eligibility Criteria

The Customer must meet the following eligibility criteria to subscribe to Contract Offer No. 212:

(A) The Customer must be purchasing ACOI, as provided in Ameritech Tariff F.C.C. No 2, Section 16.1, in at least one Central Office within the Chicago, IL MSA as of the Subscription Date of this Contract Offer (as defined in Section 22.212.4(A)); and

(B) During the month prior to the Subscription Date of this Contract Offer, the Customer must have been purchasing no fewer than fifty (50) DS3 Special Access circuits and no more than sixty-five (65) DS3 Special Access circuits from the Telephone Company, all of which must be located in the Chicago, IL MSA.

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.212 Contract Offer No. 212 – DS3 Special Access Service Offer (Cont'd)22.212.4 Terms and Conditions(A) Term Period

The term of this Contract Offer (Term Period) is three (3) years, commencing on the date the Telephone Company receives a signed Letter of Subscription from the Customer (Subscription Date).

Upon expiration or termination of this Contract Offer, each Subject Service will be subject to the rates, terms and conditions of the otherwise applicable tariff provisions for the remainder of the applicable Service Term as defined in Section 22.212.4.E, below. If any Subject Service is disconnected by the Customer, or by the Telephone Company as a result of any breach of this Contract Offer or any other applicable tariff provision, prior to the completion of the applicable Service Term during the Term Period, the Customer will be liable for termination liability charges as provided in Section 22.212.6.

- (B) To subscribe to this Contract Offer, the Customer must submit a signed Letter of Subscription (LOS) to the Telephone Company. The LOS must identify all Access Customer Name Abbreviations (ACNAs) that the Customer designates for inclusion in this Contract Offer (Eligible ACNAs). Services ordered or purchased under other ACNAs may not be transferred to, or converted for inclusion under, this Contract Offer.
- (C) Subject Services, described in Section 22.212.2, are subject to certain rates, charges and general terms and conditions described in Ameritech Tariff F.C.C. No 2, Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in this Contract Offer.
- (D) Within ninety (90) days following the Subscription Date, the Customer must convert no fewer than fifty (50) and no more than sixty-five (65) existing DS3 Subject Services to this Contract Offer.
- (E) Each Subject Service must be purchased pursuant to a thirty-six (36) month Optional Payment Plan (OPP) (the "Service Term"), as described in Ameritech Tariff F.C.C. No. 2, Section 7.4.10. Any service previously purchased by the Customer and converted to this Contract Offer shall be subject to a new thirty-six (36) month Service Term, which will be effective as of the Subscription Date. For any Subject Service purchased during the Term Period, the Service Term shall begin on its installation date.
- (F) Upon completion of the applicable Service Terms, Subject Services will be provided at the prevailing monthly extension rates applicable to the OPP, as provided in Ameritech Tariff F.C.C. No. 2, Section 7 or 21, or, if there are no monthly extension rates, then at the rates applicable to the shortest available term, unless the Customer disconnects the services or chooses another applicable rate.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.212 Contract Offer No. 212 – DS3 Special Access Service Offer (Cont'd)

22.212.4 Terms and Conditions (Cont'd)

- (G) Subject Services shall not be included in any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement, unless expressly permitted by such other pricing flexibility contract offer or other arrangement.
- (H) Commingling is defined in Ameritech Tariff F.C.C. No. 2, Section 2.6. Commingling of Subject Services provided pursuant to this Contract Offer is prohibited.

22.212.5 Rates and Charges

- (A) The Telephone Company will initially bill the Customer according to the applicable thirty-six (36) month OPP Monthly Recurring Charges ("MRCs"). The Customer will then be credited in an amount equal to the difference between the OPP rate and the rates for the DS3 rate elements listed in Table A, below. Credits will be applied monthly in arrears. Taxes, if applicable, will be charged on the OPP MRC rates, but will not be included in the credits applied to, or otherwise affected by, the credits applied to the Customer's bill.

Table A

Rate Element Applicable	USOC	MRC
Central Office Multiplexing (per arrangement)		
ZONE - 1	QM3X1	\$441.00
ZONE - 2	QM3X2	\$450.00
ZONE - 3	QM3X3	\$466.00
ZONE - 4	QM3X4	\$490.00
ZONE - 5	QM3X5	\$500.00
Channel Mileage Termination (all Zones)		
where Channel Mileage from 1 to 6 miles	CZ4X+	\$212.50
where Channel Mileage from 7 to 12 miles	CZ4X+	\$262.50
where Channel Mileage from 13 to 18 miles	CZ4X+	\$325.00
Channel Mileage (all Zones)		
Per mile 1YZX* \$0.00	1YZX+	\$ -

+ = Zone 1-5

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.212 Contract Offer No. 212 – DS3 Special Access Service Offer (Cont'd)22.212.6 Termination Liability

Termination liability, as defined in this Contract Offer, applies in lieu of the termination liability language in Ameritech Tariff F.C.C. No. 2, Section 7.4.10. Termination charges shall become due as of the effective date of the termination.

- (A) Termination of Contract Offer. If Customer terminates this Contract Offer or fails to comply with the Terms and Conditions of this Contract Offer, this Contract Offer will be terminated, and any termination liability applicable to Subject Services will be governed by the provisions otherwise applicable to the Service Term, as provided in Section 7.4.10.
- (B) Termination of Individual Subject Services or Rate Elements. If the Customer terminates individual Subject Services or rate elements prior to the completion of any applicable Service Term (other than as the result of a material breach by the Telephone Company), but this Contract Offer is not terminated, and Customer continues to purchase other Subject Services hereunder, or if the Telephone Company terminates individual Subject Services or rate elements prior to the end of the applicable Service Term due to Customer's material breach of this Contract Offer, the Customer will be liable for a termination charge which shall be equal to fifty percent (50%) of the MRCs for the disconnected Subject Services or rate elements for the balance of the Service Term (MRC X 50% X (months remaining in the applicable Service Term)).

22.212.7 Assignment/Transfer

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

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

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

- (B) The proposed assignee or transferee or its parent does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated:
 - (1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

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(2) "high risk" in a Paydex score as published by Dun and Bradstreet. (N)

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Four AT&T Plaza, Dallas, Texas 75202

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.212 Contract Offer No. 212 – DS3 Special Access Service Offer (Cont'd)22.212.7 Assignment/Transfer (Cont'd)

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.212.7 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.212.8 Mergers and Acquisitions

All provisions of this Contract Offer shall continue in full force and effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all of its stock or assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company (the foregoing generally referred to herein as a merger or acquisition). Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, and Terms and Conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete, and/or the final date on which the assets of the acquired/merged company have been purchased.

(N)

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