TARIFF DISTRIBUTION

FILE PACKAGE NO.: 1802

DATE: November 4, 2013

STATE: AIT-FCC

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TYPE OF DISTRIBUTION: Approved

PURPOSE: Sprint MW Detroit DS3

TARIFF SECTION	PAGE NUMBER	PAGE REVISION
2000	1	1628
2000	1.25	0017
2022	22-1752	0000
2022	22-1753	0000
2022	22-1754	0000
2022	22-1755	0000
2022	22-1756	0000
20TC	13.8.1	0022

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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Title 1	4th	7	6th	19.3	8th
Title 2	11th	7.1	3rd	19.4	1st
1	1628th*	8	15th	20	10th
1.1	358th	8.1	5th	20.1	5th
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1.10	49th	13.1	6th	26	3rd
1.11	62nd	13.2	10th	27	9th
1.12	36th	13.3	13th	28	11th
1.13	15th	13.4	21st	28.1	5th
1.14	27th	13.5	37th	29	1st
1.15	63rd	13.6	39th	30	Original
1.15.1	5th	13.7	44th	31	Original
1.16	80th	13.8	46th	32	Original
1.17	24th	13.8.1	22nd*	33	Original
1.18	33rd	13.9	5th	34	4th
1.19	45th	14	3rd	34.1	1st
1.20	44th	15	16th	35	5th
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4	17th	16.5	Original	37.5	2nd
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* New or Revised Page

ACCESS SERVICE
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ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings

22.217 Contract Offer No. 217

22.217.1 General Description

DS3 Service Offer (Contract Offer No. 217) is an access discount pricing plan that allows the Customers that meet the Eligibility Criteria in Section 22.217.3 and the Terms and Conditions in Section 22.217.4 to obtain credits for DS3 Subject Services, as described in Section 22.217.2.

Contract Offer No. 217 is available for subscription from October 22, 2013 through November 21, 2013. This Contract Offer is not renewable.

22.217.2 Subject Services

(A) Contract Offer No. 217 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 Tariff F.C.C. No 2, Sections 7.2.9 and 21.5.2.7 - DS3 Service.

(B) All Subject Services must have been in service prior to the effective date of this contract offer.

(C) Subject Services must be located in the following Metropolitan Statistical Area (MSA): Detroit/Ann Arbor, MI.

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

(1) 'A' location must be cross connected to the Customer's Ameritech Central Office Interconnection (ACOI);

(2) 'Z' location must be multiplexed by the Telephone Company (DS3 to DS1); and

(3) Channel Mileage must be at least one (1) mile, but not greater than twenty (20) miles.

22.217.3 Eligibility Criteria

The Customer must have established an ACOI, as provided in Section 16.1, in at least one central office within the Detroit/Ann Arbor, MI MSA. (N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings

22.217 Contract Offer No. 217

22.217.4 Terms and Conditions

(A) Term Period

The Contract Offer (Term Period) is sixty (60) months, commencing on the date the Telephone Company receives a signed Letter of Subscription (LOS) from the Customer (Subscription Date).

Upon expiration of the Term Period or termination of this Contract Offer, the Subject Services shall be converted to the prevailing applicable monthly (extension) rates, described in Section 21.5.2.7, unless the Customer selects an available payment plan, described in Section 7.4.10, or disconnects the Subject Services.

(B) To subscribe to this Contract Offer, the Customer must submit a signed 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 22.217.2, are subject to certain rates, charges and general terms and conditions described in Ameritech Operating Companies 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) Grandfathering or Sunsetting of Subject Services

Notwithstanding anything to the contrary in this Contract Offer, this Contract Offer shall not prevent the Telephone Company from limiting or precluding new purchases or reconfigurations of Subject Services, or from terminating the provision of Subject Services entirely, prior to the end of the Term Period to the extent permitted by applicable law. Any such changes will be implemented by amending the applicable tariff sections.

(E) If, prior to the effective date of this Contract Offer, the Customer purchased "Subject Services" pursuant to Contract Offer No. 128 (as "Subject Services" are defined in that contract offer), the Customer must renew at least ninety (90) percent of such Subject Services under this Contract Offer. Each such Subject Service must be renewed pursuant to a sixty (60) month Optional Payment Plan (OPP) (the "Service Term"), as described in Ameritech Tariff F.C.C. No. 2, Section 7.4.10. (N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings

22.217 Contract Offer No. 217

22.217.4 Terms and Conditions (Cont'd)

(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.

(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.

(J) 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.

22.217.5 Rates and Charges

(A) The Telephone Company will initially bill the Customer according to the applicable sixty (60) 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	USOC	MRC
Central Office MUX		
Zone 1	QM3X1	$450.00
Zone 2	QM3X2	$459.00
Zone 3	QM3X3	$475.00
Zone 4	QM3X4	$500.00
Zone 5	QM3X5	$510.00
Channel Mileage Termination per termination- all zones		
Channel Mileage from 1 to 5 miles	CZ4X*	$180.00
Channel Mileage from 6 to 10 miles	CZ4X*	$192.50
Channel Mileage from 11 to 15 miles	CZ4X*	$205.00
Channel Mileage from 16 to 20 miles	CZ4X*	$217.50
Channel Mileage all zones	1YZX*	$0.00

*Zones 1-5

Any rate elements not described herein will be subject to the applicable tariff rates provided in Sections 21.5.2.7. (N)

(This page filed under Transmittal No. 1802)

22. Pricing Flexibility Contract Offerings

22.217 Contract Offer No. 217

2.217.6 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 (50) percent 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's or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.217.6 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.

22.217.7 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, 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)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings

22.217 Contract Offer No. 217

22.217.8 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 any Subject Service purchased under this Contract Offer before the completion of the Term Period for any reason (other than a material default by the Telephone Company), or if the Telephone Company terminates this Contract Offer due to the Customer's material breach of any provision of this Contract Offer or any other applicable tariff, the Customer must pay the Telephone Company termination liability charges described below.

(A) If the Customer terminates this Contract Offer, or is not in compliance with all provisions of this Contract Offer, the Customer will be liable for a termination charge, which shall be equal to $20,250 per month for the balance of the Term Period, and will be calculated as follows:

$20,250 x (months remaining in Term Period) = Termination Charge

Example: If the Contract Offer is terminated after fifty (50) months and has ten (10) months remaining in the sixty (60) month Term Period, the termination charge would be calculated as:

$20,250 X 10 months = $202,500 Termination Charge

(B) If the Customer terminates rates elements or Subject Services provided under this Contract Offer prior to the completion of their Service Terms, but does not terminate the entire Contract Offer, the Customer will be liable for a termination charge which shall be equal to fifty (50) percent of the MRC for the rate elements or Subject Services that were terminated, for the balances of their Service Terms, and will be calculated as follows:

(MRC) multiplied by (months remaining in Service Term) multiplied by (termination liability percentage of 50%) = Termination Charge

Example: If the rate element or Subject Service has a $450 MRC and is terminated after thirty-six (36) months, and has twenty-four (24) months remaining in a sixty (60) month Service Term, the termination charge would be calculated as:

($450 X 24 months) x 50% = $5,400 Termination Charge (N)