

## TARIFF DISTRIBUTION

FILE CODE: 680.3400

FILE PACKAGE NO.: 385

DATE:

February 12, 2008

STATE:

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EFFECTIVE DATE:

02/08/2008

TYPE OF DISTRIBUTION:

Approved

PURPOSE: PB - De-Tariff

<u>TARIFF SECTION</u>	<u>PAGE NUMBER</u>	<u>PAGE REVISION</u>
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10TC	8.1	0003
10TC	9	0003
10TC	22	0007
10TC	22.1	0014
10TC	22.1.1	0002
10TC	22.2	0023
10TC	22.3	0032
10TC	22.4	0033
10TC	22.5	0029
10TC	22.6	0002

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As of Last Complete Printing  
Number of Pages: 19  
Number of Words: 2,586 (approx.)  
Number of Characters: 11,897 (approx.)

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Title Page and Pages 1 to 35-17, inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement No. 9 contains all changes from the original tariff that are in effect on the date hereof.

<u>Page</u>	Number of Revision Except as Indicated	<u>Page</u>	Number of Revision Except as Indicated	<u>Page</u>	Number of Revision Except as Indicated
Title 1	Original	8.1	3rd*	2-3	1st
1	366th*	9	3rd*	2-4	1st
1.1	33rd*	10	Original	2-5	1st
1.2	85th*	11	Original	2-6	4th
1.3	10th	12	Original	2-7	2nd
1.4	5th	13	Original	2-8	1st
1.5	35th	14	4th	2-9	Original
1.6	40th*	15	Original	2-10	Original
1.7	69th*	16	Original	2-11	Original
1.8	41st*	17	Original	2-12	Original
1.9	20th*	17.1	Original	2-13	Original
1.10	31st	17.2	Original	2-14	Original
1.11	10th	18	1st	2-15	1st
1.12	18th*	19	Original	2-16	6th
1.13	Original	20	Original	2-17	5th
1.14	34th*	21	1st	2-17.1	4th
1.14.1	20th*	22	7th*	2-18	1st
1.15	86th*	22.1	14th*	2-19	5th
1.16	31st*	22.1.1	2nd*	2-19.1	Original*
1.17	12th*	22.2	23rd*	2-20	Original
1.18	8th*	22.3	32nd*	2-21	Original
1.19	25th*	22.4	33rd*	2-22	Original
1.20	21st*	22.5	29th*	2-23	Original
1.21	25th*	22.6	2nd*	2-24	Original
1.22	21st*	23	Original	2-25	Original
1.23	20th*	24	Original	2-26	Original
1.24	24th*	25	Original	2-27	Original
1.25	22nd*	26	1st	2-28	Original
1.26	1st	27	Original	2-29	Original
2	Original	28	1st	2-30	Original
2.1	2nd*	29	Original	2-31	Original
3	1st*	30	Original	2-32	Original
3.1	4th	31	Original	2-33	Original
3.2	1st	32	Original	2-34	Original
3.3	1st	33	4th	2-35	Original
3.4	3rd	34	2nd	2-36	Original
3.5	1st	35	1st	2-37	Original
3.6	1st	36	Original	2-38	Original
4	Original	37	5th	2-39	1st
4.1	Original	38	2nd	2-40	Original
5	Original	39	1st	2-41	Original
6	6th*	1-1	Original	2-42	Original
7	Original	1-2	Original	2-43	Original
7.1	2nd	2-1	2nd*	2-43.1	Original
7.2	1st	2-2	3rd	2-44	Original
8	3rd*				

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2-45	Original	2-70	Original	2-103	Original
2-46	Original	2-71	1st	2-104	1st
2-47	5th	2-72	Original	2-105	1st
2-47.1	4th	2-73	Original	2-106	Original
2-47.2	4th	2-74	2nd	2-107	Original
2-47.3	4th	2-75	4th	2-108	1st
2-47.4	1st	2-76	Original	2-109	Original
2-47.5	1st	2-77	1st	2-110	1st
2-48	5th	2-78	Original	2-110.1	Original
2-49	Original	2-79	Original	2-111	1st
2-50	Original	2-80	1st	2-112	Original
2-51	1st	2-81	2nd	2-113	2nd
2-52	1st	2-82	Original	2-114	1st
2-53	1st	2-83	Original	2-115	1st
2-54	1st	2-84	Original	2-116	Original
2-55	1st	2-85	Original	2-117	Original
2-56	Original	2-86	Original	2-118	1st
2-57	3rd	2-87	Original	2-119	Original
2-58	1st	2-88	3rd	2-120	Original
2-59	Original	2-89	1st	2-121	Original
2-60	Original	2-90	Original	2-122	3rd
2-61	Original	2-91	1st	2-123	Original
2-59	Original	2-92	3rd	2-124	3rd
2-60	Original	2-93	5th	2-125	1st
2-61	Original	2-94	Original	2-126	Original
2-62	4th*	2-95	Original	2-127	Original
2-63	Original	2-96	5th	2-128	6th
2-64	3rd*	2-97	Original	2-129	1st
2-65	Original	2-98	Original	2-130	Original
2-66	1st	2-99	Original	2-131	Original
2-67	Original	2-100	Original	2-132	Original
2-68	4th*	2-101	Original	2-133	1st
2-69	1st	2-102	Original	2-134	Original
				3-1	

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3-2	Original	4-10	1st	5-21	6th*
3-3	Original	4-11	Original	5-21.1	5th*
3-4	Original	4-11.1	11th	5-21.2	5th*
3-5	Original	4-11.2	17th	5-21.3	5th*
3-6	Original	4-12	15th	5-21.4	5th*
3-7	Original	4-13	39th	5-21.5	5th*
3-8	Original	5-1	4th	5-21.6	5th*
3-9	Original	5-2	2nd	5-21.7	5th*
3-10	Original	5-3	4th	5-22	Original
3-11	Original	5-3.1	3rd	5-23	7th
3-12	Original	5-3.2	3rd	5-24	5th
3-13	Original	5-4	4th	5-25	5th
3-14	Original	5-4.1	7th*	5-26	Original
3-15	Original	5-5	2nd	5-27	Original
3-16	Original	5-6	Original	5-28	Original
3-17	1st	5-7	Original	5-29	Original
3-18	1st	5-8	Original	5-30	Original
3-19	2nd	5-9	1st	5-31	1st
3-20	2nd	5-10	Original	5-32	1st
3-21	Original	5-11	Original	5-33	1st
3-22	Original	5-12	Original	5-34	Original
3-23	Original	5-12.1	2nd	5-35	2nd
3-24	Original	5-12.2	Original	5-35.1	1st
3-25	Original	5-12.3	Original	5-36	Original
3-26	1st	5-12.4	Original	5-37	Original
4-1	Original	5-13	7th	5-38	Original
4-2	3rd	5-14	Original	5-39	Original
4-3	Original	5-15	4th	5-40	Original
4-4	Original	5-16	6th	6-1	1st
4-5	Original	5-17	9th*	6-2	1st
4-6	3rd	5-17.1	8th*	6-3	2nd
4-7	1st	5-17.1.1	6th*	6-4	1st
4-8	1st	5-18	10th*	6-5	Original
4-9	2nd	5-19	6th*	6-6	Original
		5-20	6th*	6-7	Original
				6-8	Original

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7-28	Original	7-65	1st	7-83	Original
7-29	Original	7-66	1st	7-84	Original
7-30	Original	7-67	Original	7-85	1st
7-31	Original	7-68	2nd	7-86	1st
7-32	Original	7-69	1st	7-87	3rd
7-33	Original	7-70	Original	7-88	3rd
7-34	Original	7-71	Original	7-89	Original
7-35	Original	7-72	Original	7-90	Original
7-36	Original	7-73	Original	7-91	Original
7-37	Original	7-74	Original	7-92	Original
7-38	1st	7-75	Original	7-93	Original
7-39	Original	7-76	Original	7-94	6th
7-40	Original	7-77	2nd	7-95	Original
7-41	Original	7-78	5th	7-95.1	Original
7-42	Original	7-79	2nd	7-96	Original
7-43	Original	7-80	2nd	7-97	1st
7-44	Original	7-81	4th	7-98	2nd*
7-45	Original	7-82	1st	7-99	2nd*
7-46	6th*	7-82.1	5th*	7-100	1st
7-47	6th*	7-82.2	5th*	7-101	Original
7-48	3rd*	7-82.2.1	5th*	7-102	6th
7-49	2nd*	7-82.2.2	5th*	7-102.1	3rd
7-50	Original	7-82.2.3	4th*	7-103	7th
7-51	Original	7-82.2.4	4th*	7-103.1	Original
7-52	Original	7-82.3	2nd*	7-104	6th
7-53	Original	7-82.4	2nd*	7-104.1	1st
7-54	Original	7-82.5	3rd*	7-105	3rd
7-55	Original	7-82.5.1	2nd*	7-106	Original
7-56	Original	7-82.5.2	3rd*	7-107	Original
7-57	1st	7-82.6	4th*	7-108	Original
7-58	1st	7-82.6.1	2nd*	7-109	Original
7-59	Original	7-82.7	4th*	7-110	2nd
7-60	1st	7-82.8	4th*	7-111	Original
7-60.1	Original	7-82.9	2nd*	7-112	3rd
7-60.2	Original	7-82.10	2nd*	7-113	Original
7-61	Original	7-82.11	2nd*	7-114	Original
7-62	4th	7-82.12	2nd*		
7-63	5th	7-82.13	2nd*		
7-64	Original	7-82.14	2nd*		

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7-115	Original	7-140.6	5th	7-173.1	Original
7-116	Original	7-140.7	Original	7-174	7th
7-117	Original	7-141	2nd	7-175	8th
7-118	Original	7-142	1st	7-176	7th
7-119	Original	7-143	12th	7-177	10th
7-120	Original	7-144	8th	7-178	9th
7-121	Original	7-145	Original	7-179	11th
7-122	Original	7-146	Original	7-180	1st
7-123	Original	7-147	Original	7-181	15th
7-124	Original	7-148	1st	7-182	10th
7-125	Original	7-149	Original	7-183	10th
7-126	Original	7-150	1st	7-184	1st
7-127	Original	7-151	1st	7-185	2nd
7-128	Original	7-152	3rd	7-186	2nd
7-129	6th	7-153	2nd	7-187	1st
7-129.1	1st	7-154	1st	7-188	1st
7-130	2nd	7-155	5th*	7-189	2nd
7-131	1st	7-156	5th*	7-190	2nd
7-132	6th	7-157	4th*	7-191	14th
7-133	3rd	7-158	3rd*	7-192	6th
7-134	3rd	7-159	Original	7-192.1	4th
7-134.1	2nd	7-160	Original	7-193	Original
7-134.2	4th	7-161	Original	7-194	6th
7-135	4th	7-162	Original	7-194.1	7th
7-135.1	2nd	7-163	Original	7-195	7th
7-136	Original	7-164	Original	7-196	13th
7-137	1st	7-165	15th	7-197	7th
7-138	1st	7-166	5th	7-198	9th
7-139	Original	7-167	5th	7-199	8th
7-140	Original	7-168	Original	7-200	12th
7-140.1	3rd	7-169	Original	7-200.1	2nd
7-140.2	2nd	7-170	2nd	7-200.2	2nd
7-140.3	3rd	7-171	2nd	7-201	7th
7-140.4	6th	7-171.1	Original		
7-140.5	5th	7-172	19th		
		7-173	10th		

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7-202.1	5th	7-236	Original	9-1	Original
7-203	8th	7-237	Original	9-2	Original
7-204	6th	7-238	Original	9-2	Original
7-205	9th	7-239	Original	9-3	Original
7-206	8th	7-240	Original	9-4	Original
7-207	4th	7-241	Original	9-5	Original
 7-207.1	5th*	7-242	Original	9-6	Original
7-207.1.1	5th*	7-243	Original	9-7	Original
7-207.1.2	3rd*	7-244	Original	9-8	Original
7-208	Original	7-245	Original	9-9	Original
7-209	Original	7-246	Original	9-10	Original
7-210	Original	7-247	Original	9-11	Original
7-211	Original	7-248	Original	9-12	Original
7-212	Original	7-249	Original	9-13	Original
7-213	Original	7-250	Original	9-14	Original
7-214	Original	7-251	Original	9-15	Original
7-215	Original	7-252	Original	9-16	8th
7-216	Original	8-1	3rd*	9-17	Original
7-217	Original	8-2	3rd*	9-18	Original
7-218	Original	8-3	4th*	9-19	Original
7-219	Original	8-3.1	2nd*	9-20	Original
7-220	Original	8-4	3rd*	9-21	Original
7-221	Original	8-5	3rd*	9-22	Original
7-222	Original	8-6	2nd*	9-23	Original
7-223	Original	8-7	3rd*	9-24	Original
7-224	Original	8-8	3rd*	9-25	1st
7-225	Original	8-9	3rd*	9-26	3rd
7-226	Original	8-10	4th*	9-27	2nd
7-227	Original	8-11	4th*	9-28	Original
7-228	Original	8-12	2nd*	9-29	Original
7-229	Original	8-13	2nd*	9-30	Original
7-230	Original	8-14	2nd*	9-31	Original
7-231	Original	8-15	5th*	9-32	Original
7-232	Original	8-16	3rd*	9-33	Original
7-233	Original	8-17	5th*	9-34	Original
7-234	Original	8-18	4th*		

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10-2	Original	10-29	Original	12-14	1st
10-3	Original	10-30	1st	12-15	1st
10-4	Original	10-31	Original	12-16	1st
10-5	Original	10-32	1st	12-17	1st
10-6	Original	10-33	Original	12-18	1st
10-7	Original	10-34	3rd	12-19	1st
10-8	Original	10-34.1	Original	12-20	1st
10-9	Original	10-35	4th	12-21	1st
10-10	Original	10-36	Original	12-22	1st
10-11	Original	10-37	2nd*	12-23	1st
10-12	Original	10-38	3rd*	12-24	1st
10-13	Original	10-39	2nd*	12-25	1st
10-14	1st	10-40	2nd*	12-26	1st
10-15	2nd	10-41	2nd*	12-27	1st
10-16	2nd	10-42	2nd*	12-28	1st
10-17	1st	11-1	Original	12-29	1st
10-18	Original	11-2	1st	12-30	1st
10-19	Original	11-3	Original	12-31	1st
10-20	Original	11-4	1st	12-32	1st
10-21	Original	11-5	Original	12-33	1st
10-22	1st	11-6	Original	12-34	1st
10-22.1	Original	11-7	Original	12-35	1st
10-22.2	Original	11-8	Original	12-36	1st
10-22.3	Original	11-9	Original	12-37	1st
10-22.4	Original	11-10	Original	12-38	1st
10-22.5	Original	11-11	Original	12-39	1st
10-23	1st	12-1	Original	12-40	1st
10-24	2nd	12-2	Original	12-41	1st
10-25	7th	12-3	1st		
10-26	1st	12-4	1st		
10-27	1st	12-5	Original		
10-27.1	3rd*	12-6	Original		
10-27.2	1st	12-7	Original		
10-27.3	Original	12-8	Original		
10-27.4	Original	12-9	1st		
10-27.5	Original	12-10	1st		
10-27.6	Original	12-11	1st		
		12-12	1st		

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16-76	Original	16-105	Original	16-134	Original
16-77	Original	16-106	Original	16-135	Original
16-78	Original	16-107	Original	16-136	Original
16-79	Original	16-108	Original	16-137	Original
16-80	Original	16-109	Original	16-138	Original
16-81	Original	16-110	Original	16-139	Original
16-82	Original	16-111	Original	16-140	Original
16-83	Original	16-112	Original	16-141	Original
16-84	Original	16-113	Original	16-142	Original
16-85	Original	16-114	Original	16-143	Original
16-86	Original	16-115	Original	16-144	Original
16-87	Original	16-116	Original	16-145	Original
16-88	Original	16-117	Original	16-146	Original
16-89	Original	16-118	Original	17-1	1st
16-90	Original	16-119	Original	17-2	1st
16-91	Original	16-120	Original	17-3	2nd
16-92	Original	16-121	Original	17-4	2nd
16-93	Original	16-122	Original	17-5	3rd*
16-94	Original	16-123	Original	17-6	3rd*
16-94.1	Original	16-124	Original	17-7	3rd*
16-95	Original	16-125	Original	17-8	3rd*
16-96	Original	16-126	Original	17-9	1st
16-97	Original	16-127	Original	17-10	Original
16-98	Original	16-128	Original	17-11	Original
16-99	Original	16-129	Original	17-12	Original
16-100	Original	16-130	Original	17-13	Original
16-101	Original	16-131	2nd	17-14	Original
16-102	Original	16-132	11th	17-15	Original
16-103	Original	16-133	Original	17-16	Original
16-104	Original				

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17-104	Original	20-24	1st	22-3	3rd
17-105	Original	20-25	1st	22-4	Original
17-106	Original	20-26	1st	22-5	3rd
18-1	Original	20-27	1st	22-6	4th
18-2	Original	20-28	1st	22-7	5th*
18-3	Original	20-29	1st	22-8	3rd
19-1	2nd	20-30	1st	22-9	3rd
19-2	1st	20-31	1st	22-10	1st
19-3	1st	20-32	1st	22-11	6th
19-4	1st	20-33	2nd	22-11.1	2nd
19-5	2nd	20-33.1	2nd	22-12	3rd
19-6	2nd	20-34	8th	22-13	3rd
20-1	1st	20-35	8th	22-13.1	2nd
20-2	1st	20-36	4th	22-14	4th
20-3	1st	20-37	2nd	22-14.1	1st
20-4	1st	20-38	2nd	22-15	4th
20-5	2nd	20-39	2nd	22-15.1	1st
20-6	2nd	20-40	5th	22-16	4th
20-7	3rd	20-41	5th	22-17	3rd
20-8	2nd	20-42	4th	22-18	4th
20-9	2nd	20-43	2nd	22-19	3rd
20-10	1st	20-44	3rd	22-20	3rd
20-11	1st	20-45	3rd	22-21	2nd
20-12	1st	20-46	2nd	22-21.1	2nd
20-13	1st	20-47	2nd	22-22	5th
20-14	2nd	21-1	Original	22-22.1	1st
20-15	1st	21-2	1st	22-22.2	1st
20-16	1st	21-3	Original	22-22.3	1st
20-17	1st	21-4	1st	22-22.4	1st
20-18	1st	21-5	Original	22-22.5	1st
20-19	1st	21-6	Original	22-22.6	1st
20-20	1st	21-7	1st	22-22.7	1st
20-21	1st	22-1	2nd	22-22.8	Original
20-22	1st	22-2	9th*	22-23	2nd
20-23	1st	22-2.1	Original	22-24	Original
				22-25	Original

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Issued: January 24, 2008

Effective: February 8, 2008

Four AT&amp;T Plaza, Dallas, Texas 75202

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23-1	3rd*	24-11	2nd*	29-13	2nd*
23-2	3rd*	24-12	2nd*	29-14	2nd*
23-3	3rd*	24-13	2nd*	29-15	2nd*
23-4	3rd*	24-14	2nd*	29-16	4th*
23-5	3rd*	24-15	2nd*	29-17	2nd*
23-6	3rd*	24-16	2nd*	29-18	4th*
23-7	2nd*	24-17	2nd*	29-19	4th*
23-8	2nd*	24-18	2nd*	29-19.1	2nd*
23-9	2nd*	24-19	2nd*	29-20	3rd*
23-10	2nd*	24-20	2nd*	29-21	3rd*
23-11	2nd*	24-21	2nd*	29-22	5th*
23-12	2nd*	24-22	2nd*	29-22.1	2nd*
23-13	2nd*	24-23	3rd*	29-23	6th*
23-14	2nd*	24-24	2nd*	29-24	2nd*
23-15	2nd*	24-25	3rd*	29-25	3rd*
23-16	2nd*	24-26	3rd*	29-26	2nd*
23-17	2nd*	25-1	2nd*		
23-18	2nd*	25-2	2nd*		
23-19	2nd*	25-3	Original		
23-20	2nd*	29-1	5th*		
23-21	2nd*	29-2	3rd*		
23-22	2nd*	29-3	2nd*		
23-23	3rd*	29-4	5th*		
23-24	3rd*	29-5	3rd*		
23-25	3rd*	29-5.1	2nd*		
23-26	3rd*	29-5.2	2nd*		
23-27	2nd*	29-5.3	2nd*		
24-1	3rd*	29-6	4th*		
24-2	3rd*	29-6.1	4th*		
24-3	2nd*	29-6.2	2nd*		
24-4	2nd*	29-7	4th*		
24-5	2nd*	29-8	3rd*		
24-6	2nd*	29-9	8th*		
24-6.1	2nd*	29-10	3rd*		
24-7	2nd*	29-11	2nd*		
24-8	2nd*	29-12	4th*		
24-9	2nd*				
24-10	2nd*				

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30-1	7th*	31-42	7th	31-82.3	6th*
30-2	12th*	31-42.1	3rd	31-82.4	5th*
30-3	3rd*	31-43	5th	31-82.5	4th*
30-4	3rd*	31-44	4th	31-82.6	6th*
30-5	10th*	31-45	4th	31-82.7	5th*
30-5.1	2nd*	31-46	4th	31-82.8	4th*
30-5.2	2nd*	31-47	4th	31-82.9	6th*
30-5.3	2nd*	31-48	7th	31-82.10	5th*
30-5.4	2nd*	31-48.1	1st	31-82.11	6th*
30-6	18th*	31-49	6th	31-82.12	4th*
30-6.1	2nd*	31-50	2nd	31-82.13	5th*
30-7	6th*	31-51	2nd	31-82.13.1	5th*
30-8	12th*	31-52	2nd	31-82.13.2	3rd*
30-9	5th*	31-53	1st	31-82.14	2nd*
30-10	4th*	31-54	1st	31-82.15	5th*
30-11	8th*	31-55	2nd	31-82.16	3rd*
30-12	7th*	31-56	2nd	31-82.17	4th*
30-13	5th*	31-57	5th	31-82.18	4th*
30-13.1	11th*	31-57.1	7th	31-82.19	3rd*
30-13.2	5th*	31-57.2	3rd	31-82.20	4th*
30-13.3	2nd*	31-57.3	1st	31-82.21	4th*
30-14	13th*	31-57.4	1st	31-82.22	4th*
30-14.1	2nd*	31-57.5	Original	31-82.23	4th*
30-15	21st*	31-57.6	Original	31-82.24	4th*
30-16	6th*	31-57.7	Original	31-82.25	2nd*
30-17	7th*	31-57.8	Original	31-82.26	2nd*
31-1	Original	31-57.9	Original	31-82.27	2nd*
31-2	7th*	31-57.10	Original	31-82.28	2nd*
31-3	8th	31-57.11	Original	31-82.29	2nd*
31-4	7th*	31-57.12	Original	31-83	Original
31-5	3rd*	31-58	Original	31-83.1	3rd*
31-6	Original	31-59	1st	31-83.2	3rd*
31-7	3rd*	31-60	5th	31-83.3	1st
31-8	3rd*	31-61	6th	31-83.4	1st
31-8.1	3rd	31-62	6th	31-83.5	1st
31-8.1.1	Original	31-63	7th	31-83.6	1st
31-8.2	3rd*	31-64	6th	31-83.7	1st
31-9	3rd	31-65	6th	31-83.8	1st
31-10	3rd	31-66	8th	31-83.9	3rd
31-11	3rd	31-66.1	3rd	31-83.10	3rd
31-12	3rd	31-66.2	3rd	31-83.11	3rd
31-13	3rd	31-67	7th	31-83.12	1st
31-14	3rd	31-68	9th	31-83.13	1st
31-15	3rd	31-69	5th	31-83.14	1st
31-16	3rd	31-70	7th	31-83.15	1st
31-17	3rd	31-71	8th	31-84	3rd
31-18	3rd	31-72	3rd	31-84.1	1st
31-19	Original	31-73	2nd	31-84.2	1st
31-20	1st	31-74	2nd	31-84.3	1st
31-21	Original	31-75	3rd	31-85	2nd
31-22	2nd	31-76	2nd	31-86	Original
31-23	Original	31-77	2nd	31-87	4th
31-24	Original	31-78	2nd	31-87.1	Original
31-25	Original	31-79	2nd	31-88	1st
31-26	Original	31-79.1	5th*	31-88.1	Original
31-27	Original	31-79.2	3rd*	31-88.2	Original
31-28	Original	31-79.3	6th*	31-88.3	Original
31-29	Original	31-79.4	6th*	32-1	4th*
31-30	Original	31-79.5	2nd*	32-2	8th*
31-31	Original	31-79.6	3rd*	32-2.1	3rd*
31-32	Original	31-79.7	2nd*	32-3	5th*
31-33	2nd*	31-80	11th*	32-3.1	2nd*
31-34	2nd*	31-80.1	9th*	32-4	3rd*
31-35	2nd*	31-81	11th*	32-4.1	3rd*
31-36	2nd*	31-81.1	3rd*	32-4.2	4th*
31-37	1st	31-82	5th*	32-5	5th*
31-38	1st	31-82.1	5th*	32-6	4th*
31-39	1st	31-82.2	4th*		
31-40	3rd				
31-40.1	1st				
31-41	7th				

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32-8	3rd*	33-15	1st	33-57	Original
32-9	4th*	33-16	Original	33-58	Original
32-10	7th*	33-17	Original	33-59	Original
32-11	3rd*	33-18	Original	33-60	Original
32-11.1	3rd*	33-19	Original	33-61	Original
32-12	4th*	33-20	Original	33-62	Original
32-12.1	2nd*	33-21	Original	33-63	Original
32-13	5th*	33-22	Original	33-64	Original
32-14	8th*	33-23	Original	33-65	Original
32-15	4th*	33-24	2nd*	33-66	Original
32-16	4th*	33-25	2nd*	33-67	Original
32-16.1	2nd*	33-26	2nd*	33-68	Original
32-17	3rd*	33-27	2nd*	33-69	Original
32-18	2nd*	33-28	2nd*	33-70	Original
32-19	4th*	33-28.1	Original	33-71	Original
32-20	5th*	33-28.2	Original	33-72	Original
32-21	7th*	33-29	1st	33-73	Original
32-22	5th*	33-30	Original	33-74	Original
32-23	4th*	33-31	Original	33-75	Original
32-24	7th*	33-32	Original	33-76	Original
32-25	4th*	33-33	Original	33-77	Original
32-26	4th*	33-34	Original	33-78	Original
32-27	5th*	33-35	Original	33-79	Original
32-28	4th*	33-36	Original	33-80	Original
32-29	5th*	33-37	Original	33-81	Original
32-29.1	4th*	33-38	Original	33-82	Original
32-29.2	8th*	33-39	Original	33-83	Original
32-30	6th*	33-40	Original	33-84	Original
33-1	2nd*	33-41	Original	33-85	Original
33-2	2nd*	33-42	Original	33-86	Original
33-3	2nd*	33-43	Original	33-87	Original
33-4	2nd*	33-44	Original	33-88	Original
33-4.1	Original	33-45	Original	33-89	Original
33-4.2	Original	33-46	Original	33-90	Original
33-5	2nd*	33-47	Original	33-91	Original
33-6	2nd*	33-48	Original	33-92	Original
33-7	2nd*	33-49	Original	33-93	Original
33-8	2nd*	33-50	Original	33-94	Original
33-9	2nd*	33-51	Original	33-95	Original
33-10	2nd*	33-52	Original	33-96	Original
33-11	1st	33-53	Original	33-99	Original
33-12	1st	33-54	Original	33-100	Original
33-13	1st	33-55	Original	33-101	Original

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33-103	Original	33-143	2nd*	33-183	2nd*
33-104	Original	33-144	2nd*	33-184	2nd*
33-105	Original	33-145	2nd*	33-185	2nd*
33-106	Original	33-146	2nd*	33-186	2nd*
33-107	Original	33-147	2nd*	33-187	2nd*
33-108	Original	33-148	2nd*	33-188	2nd*
33-109	Original	33-149	2nd*	33-189	2nd*
33-110	Original	33-150	2nd*	33-190	2nd*
33-111	Original	33-151	2nd*	33-191	2nd*
33-112	Original	33-152	2nd*	33-192	Original
33-113	Original	33-153	2nd*	33-193	Original
33-114	Original	33-154	2nd*	33-194	Original
33-115	Original	33-155	2nd*	33-195	Original
33-116	Original	33-156	2nd*	33-196	Original
33-117	Original	33-157	2nd*	33-197	Original
33-118	Original	33-158	2nd*	33-198	Original
33-119	2nd*	33-159	2nd*	33-199	Original
33-120	2nd*	33-160	Original	33-200	Original
33-121	2nd*	33-161	Original	33-201	Original
33-122	2nd*	33-162	Original	33-202	Original
33-123	2nd*	33-163	Original	33-203	Original
33-124	2nd*	33-164	Original	33-204	Original
33-125	2nd*	33-165	Original	33-205	Original
33-126	2nd*	33-166	Original	33-206	Original
33-127	2nd*	33-167	Original	33-207	Original
33-128	2nd*	33-168	Original	33-208	Original
33-129	2nd*	33-169	Original	33-209	Original
33-130	2nd*	33-170	Original	33-210	Original
33-131	2nd*	33-171	Original	33-211	Original
33-132	2nd*	33-172	Original	33-212	Original
33-133	Original	33-173	Original	33-213	2nd*
33-134	Original	33-174	Original	33-214	Original
33-135	Original	33-175	Original	33-215	Original
33-136	Original	33-176	Original	33-216	Original
33-137	Original	33-177	Original	33-217	2nd*
33-138	Original	33-178	Original	33-218	Original
33-139	Original	33-179	Original	33-219	Original
33-140	Original	33-180	Original	33-220	2nd*
33-141	Original	33-181	2nd*	33-221	2nd*

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33-222	2nd*	33-263	Original	33-303	2nd*
33-223	2nd*	33-264	Original	33-304	Original
33-224	2nd*	33-265	Original	33-305	2nd*
33-225	2nd*	33-266	Original	33-306	2nd*
33-226	Original	33-267	Original	33-307	Original
33-227	Original	33-268	2nd*	33-308	Original
33-228	Original	33-269	Original	33-309	Original
33-229	Original	33-270	Original	33-310	Original
33-230	Original	33-271	Original	33-311	Original
33-231	Original	33-272	2nd*	33-312	Original
33-232	Original	33-273	Original	33-313	Original
33-233	Original	33-274	Original	33-314	Original
33-234	Original	33-275	2nd*	33-315	Original
33-235	Original	33-276	2nd*	33-316	Original
33-236	Original	33-277	2nd*	33-317	2nd*
33-237	Original	33-278	2nd*	33-318	2nd*
33-238	Original	33-279	2nd*	33-319	Original
33-239	Original	33-280	2nd*	33-320	Original
33-240	Original	33-281	Original	33-321	Original
33-241	Original	33-282	Original	33-322	Original
33-242	Original	33-283	Original	33-323	Original
33-243	Original	33-284	Original	33-324	Original
33-244	Original	33-285	Original	33-325	Original
33-245	Original	33-286	Original	33-326	Original
33-246	2nd*	33-287	Original	33-327	Original
33-247	Original	33-288	Original	33-328	Original
33-248	Original	33-289	Original	33-329	Original
33-249	Original	33-290	Original	33-330	Original
33-250	Original	33-291	Original	33-331	2nd*
33-251	Original	33-292	Original	33-332	2nd*
33-252	Original	33-293	Original	33-333	2nd*
33-253	Original	33-294	Original	33-334	Original
33-254	Original	33-296	Original	33-335	2nd*
33-255	Original	33-297	Original	33-336	2nd*
33-256	Original	33-298	Original	33-337	2nd*
33-257	Original	33-299	Original	33-338	2nd*
33-258	Original	33-300	Original	33-339	2nd*
33-259	Original	33-301	2nd*	33-340	2nd*
33-262	Original	33-302	2nd*		

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33-342	2nd*	33-382	2nd*	33-422	Original
33-343	2nd*	33-383	2nd*	33-423	Original
33-344	2nd*	33-384	2nd*	33-424	Original
33-345	2nd*	33-385	2nd*	33-425	Original
33-346	2nd*	33-386	2nd*	33-426	Original
33-347	2nd*	33-387	2nd*	33-427	Original
33-348	2nd*	33-388	Original	33-428	Original
33-349	2nd*	33-389	Original	33-429	Original
33-350	2nd*	33-390	Original	33-430	Original
33-351	Original	33-391	Original	33-431	Original
33-352	Original	33-392	Original	33-432	Original
33-353	Original	33-393	Original	33-433	Original
33-354	Original	33-394	Original	33-434	Original
33-355	Original	33-395	Original	33-435	Original
33-356	Original	33-396	Original	33-436	Original
33-357	Original	33-397	Original	33-437	Original
33-358	2nd*	33-398	Original	33-438	Original
33-359	2nd*	33-399	Original	33-439	Original
33-360	2nd*	33-400	Original	33-440	2nd*
33-361	2nd*	33-401	Original	33-441	2nd*
33-362	Original	33-402	Original	33-442	2nd*
33-363	Original	33-403	Original	33-443	2nd*
33-364	Original	33-404	Original	33-444	2nd*
33-365	2nd*	33-405	Original	33-445	2nd*
33-366	Original	33-406	Original	33-446	2nd*
33-367	Original	33-407	Original	33-447	2nd*
33-368	Original	33-408	Original	33-448	2nd*
33-369	Original	33-409	Original	33-449	2nd*
33-370	Original	33-410	Original	33-450	2nd*
33-371	2nd*	33-411	Original	33-451	2nd*
33-372	2nd*	33-412	2nd*	33-452	2nd*
33-373	2nd*	33-413	2nd*	33-453	2nd*
33-374	2nd*	33-414	2nd*	33-454	2nd*
33-375	2nd*	33-415	2nd*	33-455	2nd*
33-376	2nd*	33-416	2nd*	33-456	2nd*
33-377	2nd*	33-417	2nd*	33-457	2nd*
33-378	2nd*	33-418	2nd*	33-458	2nd*
33-379	2nd*	33-419	2nd*	33-459	2nd*
33-380	2nd*	33-420	2nd*	33-460	2nd*
				33-461	2nd*

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33-463	2nd*	33-508	Original	33-553	Original
33-464	Original	33-509	2nd*	33-554	Original
33-465	Original	33-510	2nd*	33-555	Original
33-466	Original	33-511	Original	33-556	Original
33-467	Original	33-512	Original	33-557	Original
33-468	Original	33-513	Original	33-558	Original
33-469	Original	33-514	Original	33-559	Original
33-470	Original	33-515	Original	33-560	Original
33-471	Original	33-516	Original	33-561	Original
33-472	Original	33-517	Original	33-562	Original
33-473	Original	33-518	Original	33-563	Original
33-474	Original	33-519	2nd*	33-564	Original
33-475	Original	33-520	2nd*	33-565	Original
33-476	2nd*	33-521	2nd*	33-566	Original
33-477	2nd*	33-522	Original	33-567	Original
33-478	2nd*	33-523	Original	33-568	Original
33-479	2nd*	33-524	2nd*	33-569	Original
33-480	2nd*	33-525	2nd*	33-570	Original
33-481	2nd*	33-526	Original	33-571	Original
33-482	2nd*	33-527	Original	33-572	Original
33-483	2nd*	33-528	Original	33-573	2nd*
33-484	2nd*	33-529	Original	33-574	2nd*
33-485	2nd*	33-530	Original	33-575	2nd*
33-486	2nd*	33-531	Original	33-576	2nd*
33-487	2nd*	33-532	Original	33-577	2nd*
33-488	2nd*	33-533	Original	33-578	2nd*
33-489	2nd*	33-534	Original	33-579	2nd*
33-490	2nd*	33-535	Original	33-580	2nd*
33-491	2nd*	33-536	2nd*	33-581	2nd*
33-492	2nd*	33-537	2nd*	33-582	Original
33-493	2nd*	33-538	Original	33-583	Original
33-494	2nd*	33-539	Original	33-584	Original
33-495	2nd*	33-540	Original	33-585	Original
33-496	2nd*	33-541	Original	33-586	Original
33-497	2nd*	33-542	Original	33-587	Original
33-498	Original	33-543	Original	33-588	2nd
33-499	Original	33-544	Original	33-589	2nd
33-500	Original	33-545	Original	33-590	2nd
33-501	Original	33-546	Original	33-591	2nd
33-502	Original	33-547	Original	33-592	2nd
33-503	Original	33-548	Original	33-593	4th*
33-504	2nd*	33-549	Original		
33-505	Original	33-550	Original		
33-506	2nd*	33-551	Original		

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33-595	2nd	33-637	Original	33-679	4th*
33-596	4th*	33-638	Original	33-680	2nd
33-597	2nd	33-639	Original	33-681	2nd
33-598	2nd	33-640	Original	33-682	2nd
33-599	2nd	33-641	Original	33-683	2nd
33-600	2nd	33-642	2nd*	33-684	2nd
33-601	2nd	33-643	2nd*	33-685	2nd
33-602	2nd	33-644	Original	33-686	2nd
33-603	2nd	33-645	2nd*	33-687	2nd
33-604	2nd	33-646	Original	33-688	4th*
33-605	2nd	33-647	Original	33-689	4th*
33-606	2nd	33-648	Original	33-690	2nd
33-607	2nd	33-649	Original	33-691	2nd
33-608	2nd	33-650	Original	33-692	2nd
33-609	2nd	33-651	2nd*	33-693	2nd
33-610	2nd	33-652	2nd*	33-694	2nd
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33-613	Original	33-655	Original	33-697	2nd
33-614	Original	33-656	Original	33-698	2nd
33-615	Original	33-657	2nd*	33-699	2nd
33-616	Original	33-658	2nd*	33-700	2nd
33-617	Original	33-659	2nd*	33-701	2nd
33-618	Original	33-660	Original	33-702	2nd
33-619	Original	33-661	2nd*	33-703	2nd
33-620	Original	33-662	2nd*	33-704	Original
33-621	2nd*	33-663	2nd*	33-705	Original
33-622	2nd*	33-664	2nd*	33-706	Original
33-623	2nd*	33-665	2nd*	33-707	Original
33-624	2nd*	33-666	Original	33-708	Original
33-625	2nd*	33-667	Original	33-709	Original
33-626	2nd*	33-668	Original	33-710	Original
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33-891	Original	33-938	Original	33-985	Original
33-892	Original	33-939	Original	33-986	Original
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33-1157	2nd*	33-1204	2nd*	35-12	4th*
33-1158	2nd*	33-1205	2nd*	35-13	7th*
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33-1160	2nd*	33-1207	2nd*	35-14.1	2nd*
33-1161	2nd*	33-1208	2nd*	35-15	8th*
33-1162	2nd*	33-1209	2nd*	35-16	7th*
33-1163	2nd*	33-1210	2nd*	35-17	6th*
33-1164	2nd*	33-1211	2nd*	35-18	2nd*
33-1165	2nd*	33-1212	2nd*	35-19	2nd*
33-1166	2nd*	33-1213	2nd*	35-20	2nd*
33-1167	2nd*	33-1214	Original	35-21	4th*
33-1168	2nd*	33-1215	Original	35-22	3rd*
33-1169	2nd*	33-1216	Original	35-22.1	2nd*
33-1170	2nd*	33-1217	Original	35-23	3rd*
33-1171	Original	33-1218	Original	35-23.1	2nd*
33-1172	2nd*	33-1219	Original	36-1	3rd
33-1173	Original	33-1220	Original	36-2	Original
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<sup>(1)</sup> 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](http://www.att.com/guidebook).

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2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.14 Broadband Services

Pursuant to the detariffing authority granted by the Commission in Memorandum Opinion and Order, FCC 07-180 (released October 12, 2007), certain broadband services have been withdrawn from this tariff. When offering these services through non-tariffed arrangements, the Telephone Company will abide by all of the special access merger commitments set forth in Memorandum Opinion and Order, FCC 06-189 at Appendix F (released March 26, 2007), including but not limited to commitments that contain references to "tariffs," such as those addressing pricing dispute resolution, and access service ratio terms. The detariffing of these services does not diminish or supersede any of those special access merger commitments.

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions (Cont'd)

## (B) When a Credit Allowance Applies (Cont'd)

- (3) For Special Access, Metallic, Telegraph, Voice Grades, Generic Digital Transport Service (GDTS) and High Capacity and Fiber Advantage<sup>SM</sup> DS1, DS3, DS3x3 DS3x12, Program Audio, Video, Wideband Analog, Wideband Data Services, Broadband Circuit Service\*, <sup>(1)</sup> and for the Switched Transport portion (D) of Switched Access service the customer shall be credited the amount specified below for service interruptions equal to 4 hours or more, as the Maintenance Commitment Program (MCP) credit. The credit allowance described in Section 2.4.4(B)(1) will continue to apply to interruptions that are less than 4 hours.

Only 1 MCP credit allowance will be applied per affected service during a 30 day period. The total credit allowance available to the customer regardless of the number of service interruptions within a 30 day period will not exceed 100% of the combined monthly rates per affected service. Additional service interruptions that occur in the same 30 day period will be calculated as described in 2.4.4(B)(1).

Except for new installations, credit shall be computed using the beginning of the prior month's billing records. For new services, the credit shall be determined using the beginning of the current month's billing records.

To qualify for the MCP credit, the customer will provide to the Telephone Company the name and number of the customer's personnel accepting the closure. The Telephone Company will provide the date and time the trouble was reported to Pacific Bell and the date and time the service was returned to the customer. If this information is not provided, the credit allowance described in Section 2.4.4(B)(1) will apply.

\* This option is limited to existing customers at existing locations as of January 11, 2002.

<sup>(1)</sup>Material in this Section has been de-tariffed as required by the Commission upon the 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](http://www.att.com/guidebook).

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(3) (Cont'd)

Credit Allowance Schedule:

- Per service

Interruption Period	Applicable Credit
30 minutes or more, but less than 4 hoursminute interval	1/1440th per 30

4 hours or more and qualifies for MCP credit	Metallic: \$ 5.00
	Telegraph: 5.00
	Voice Grade: 10.00
	Program Audio:
	Monthly: 10.00
	Daily: 2.50
	Video Service:
	Monthly: 75.00
	Daily: 25.00
	Wideband Data: 10.00
	Wideband Analog: 10.00
	GDTs: 15.00
	DS1: 120.00
	Switched Access Transport
	DS1 120.00
	Fiber Advantage <sup>sm</sup>
	DS1 120.00
	Switched Access Transport
	DS3 380.00
	Fiber Advantage <sup>sm</sup>
	DS3 380.00
	Broadband Circuit Service* 380.00
	(1)
	(1)

(D)  
(D)

or 1/1440 per 30 minute  
interval, whichever is  
greater.

4 hours or more and does not qualify for MCP credit	1/1440th per 30 minute interval
---	------------------------------------

\*This option is limited to existing customers at existing locations as of January 11, 2002.

<sup>(1)</sup>Material in this Section has been de-tariffed as required by the Commission upon the 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](http://www.att.com/guidebook).

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowances for Service Interruptions (Cont'd)(B) When a Credit Allowance Applies (Cont'd)

- (5) For Special Access Fiber Advantage<sup>SM</sup> High Capacity DS1, DS3, DS3x3, and DS3x12 services provided, as described in Section 7.2.9 following. The customer shall be credited 100% of the monthly rates for any associated Fiber Advantage<sup>SM</sup> service for a service interruption. Also, for any rate elements of SONET Ring and Access Services<sup>(1)</sup> provided, as described in Section 7.2.11 following, <sup>(2)</sup> the customer shall be credited 100% of the monthly rate for any service interruption affecting that rate element. In order to qualify for this credit, the outage must be determined by the Telephone Company to be in its network and the failure occurred in that part of the service with 1x1 protection. (D)

The customer shall be credited 100% of the monthly rates for any associated Fiber Advantage<sup>SM</sup> service the rate elements of SONET Services, when the outage is determined by the Telephone Company to be in its network and the failure occurred in that portion of the service with 1xN protection. The interruption must be 2 hours or more and all other requirements for this credit allowance are met. The 1xN protection resides on the sub rate interface service dropping off the SONET ring (eg. DS3). <sup>(2)</sup> (D)

For Node failures on SONET Service, the customer is allowed a credit for the corresponding rate elements if the outage is reported by the customer and the service made available to the telephone company to perform testing. (D)

The credit allowances described elsewhere in this section will continue to apply for service interruptions when the outage is determined by the Telephone Company to be in its network and the failure does not qualify for the credit allowance described above, as long as all requirements for that credit allowance are met.

<sup>(1)</sup> Effective 01/03/06, SONET Ring and Access Service is limited to existing customers at existing locations except where spare capacity exists; customers may add additional locations on existing rings. New SONET ring services will be provided via Dedicated SONET Ring Service.

<sup>(2)</sup> 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](http://www.att.com/guidebook).

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ACCESS SERVICE

5. Ordering Options (Cont'd)

5.1 General (Cont'd)

5.1.1.1 Negotiated Interval

The Telephone Company will negotiate a service date interval with the customer when:

- (A) There is no standard interval for the service, or
- (B) The quantity of Access Services ordered exceeds the quantities specified in Section 5.2.2(C) (1), or
- (C) The customer requests a service date beyond the applicable standard interval service date:



Standard Intervals	
Analog/Voice Grade/DS0	10 days
DS1/Fractional DS1	7 days
DS3	7 days <sup>(1)</sup>
<sup>(2)</sup>	<sup>(2)</sup>

(D)

The Telephone Company will offer a service date based on the type and quantity of Access Services the customer has requested. The negotiated interval may not exceed by more than six months the standard interval service date, or, when there is no standard interval, the Telephone Company offered service date.

5.1.2 Provision of Other Services

- (A) In addition to Switched and Special Access, other services offered under the provisions of this tariff may be ordered with an Access Order or as set forth in (B) following. The rates and charges for these services, as set forth in other sections of this tariff, will apply in addition to the ordering charges set forth in this section and the rates and charges for the Access Service with which they are associated.
- (B) With the agreement of the Telephone Company, other services set forth in (A) preceding may subsequently be added to the order at any time, up to and including the service date for the Access Service. When added subsequently, charges for a design change as set forth in 5.2.2(C) following will apply if an engineering review is required.

<sup>(1)</sup> Interval only applies where facilities and equipment exist. When facilities and equipment do not exist the interval is dependent upon the complete installation of new facilities and equipment.

<sup>(2)</sup> 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](http://www.att.com/guidebook).

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ACCESS SERVICE

5. Ordering Options (Cont'd)

5.2 Access Order (Cont'd)

5.2.2 Access Order Modifications (Cont'd)

(C) Expedite Charges

- (1) Analog (Metallic, Telegraph, Wideband Analog), DS0 (Wideband Data, Generic Digital Transport), Fractional DS1, Entrance Facilities (Voice Grade, DS1, DS3), High Capacity Services (DS1 and Fiber Advantage DS1, DS3, DS3x3 and DS3x12) Access Services<sup>(1)</sup> (D)

If a customer desires that service be provided on a due date earlier than the standard interval, the customer may request that service be provided on an expedited service interval. To qualify for an expedited interval the customer must provide End User premises access, where needed, until 11PM (PT), Monday-Friday.

When the customer requests a 0-2 day expedite interval, on DS3, Analog (Metallic, Telegraph, Direct Analog, Wideband Analog), DS0 (Wideband Data, Base Rate), DS1 128, 256, 384, 512, 768 Kbps, Entrance Facilities (Voice Grade, DS1, DS3) and DS1/DS3 Access Service, the request must be received by the Telephone Company by 8:30AM (PT), Monday-Friday. All 0-2 day expedite interval requests received after 8:30AM (PT) will reflect an application date of the next business day and the due date will also be changed to the next business day. Expedite charges will be determined by the interval between the application date and the expedite due date.

(1)

(D)  
|  
(D)

If, upon reviewing availability of equipment, facilities and scheduled workload, the Telephone Company agrees to provide service on an expedited basis and the customer accepts this proposal, an Expedite Order Charge (in case of Analog, DS0, Fractional DS1, Voice Grade/DS1 Entrance Facilities and High Capacity DS1 Access Services) or Expedite Circuit Charge (in case of DS3 Entrance Facilities, High Capacity DS3, DS3x3 and DS3x12 Access Services, <sup>(1)</sup> will apply. (D)

The maximum number of circuits, which may be expedited, is limited to twelve (12) two-point or six (6) multi-point Analog/DS0 circuits at the same location; a limit of nine (9) DS1 circuits at the same location; a limit of four (4) Fractional DS1 circuits at the same locations; and a limit of two (2) DS3 circuit at the same location. <sup>(1)</sup> (T)  
(D)  
When the number of access circuits exceeds the maximum threshold the interval will be negotiated.

If the Telephone Company determines that service can be provided on an expedited basis, the following charges will apply based upon agreed upon expedited service interval. The Expedited Order Charge (in case of Analog, DS0, Fractional DS1, Voice Grade/DS1 Entrance Facilities and High Capacity DS1 Access Services) applies on a per order basis, regardless of the number of circuits. The Expedited Circuit Charge (in case of DS3 Entrance Facilities, High Capacity DS3, DS3x3 and DS3x12 Access Services) <sup>(1)</sup> applies on a per circuit basis. (D)

<sup>(1)</sup> 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](http://www.att.com/guidebook).

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ACCESS SERVICE

5. Ordering Options (Cont'd)

5.2 Access Order (Cont'd)

5.2.2 Access Order Modifications (Cont'd)

(C) Expedite Charges

(1) Analog (Metallic, Telegraph, Wideband Analog), DS0 (Wideband Data, Generic Digital Transport), Fractional DS1, Entrance Facilities (Voice Grade, DS1, DS3), High Capacity Services (DS1 and Fiber Advantage DS1, DS3, DS3x3 and DS3x12) Access Services, <sup>(1)</sup> (Cont'd)

(D)

USOC	Analog/Voice Grade/DSO Access Services	
	Expedited Service Intervals	Expedited Order Charge
EODXN	9 days	\$375.00
EODXL	8 days	\$425.00
EODXJ	7 days	\$475.00
EODXG	6 days	\$525.00
EODXE	5 days	\$575.00
EODXC	4 days	\$625.00
EODXA	3 days	\$675.00
EODWR	2 days	\$1,500.00
EODWQ	1 day	\$2,000.00
EODWP	0 days	\$2,500.00
USOC	DS1/Fractional DS1 Access Services	
	Expedited Service Intervals	Expedited Order Charge
EODXV	6 days	\$525.00
EODXT	5 days	\$575.00
EODXR	4 days	\$625.00
EODXP	3 days	\$675.00
EODWO	2 days	\$1,500.00
EODWN	1 day	\$2,000.00
EODWM	0 days	\$2,500.00
USOC	Fiber Advantage DS3, DS3x3 and DS3x12 Access Services	
	Expedited Service Intervals	Expedited Circuit Charge
EODWL	6 days	\$1,500.00
EODWK	5 days	\$2,000.00
EODWJ	4 days	\$2,500.00
EODWH	3 days	\$3,000.00
EODWG	2 days	\$3,500.00
EODWF	1 day	\$4,000.00
EODWE	0 days	\$4,500.00

<sup>(1)</sup> 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](http://www.att.com/guidebook).

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ACCESS SERVICE

5. Ordering Options (Cont'd)

5.2 Access Order (Cont'd)

5.2.2 Access Order Modifications (Cont'd)

(C) Expedite Charges (Cont'd)

(1) Analog (Metallic, Telegraph, Wideband Analog), DS0 (Wideband Data, Generic Digital Transport), Fractional DS1, Entrance Facilities (Voice Grade, DS1, DS3), High Capacity Services (DS1 and Fiber Advantage DS1, DS3, DS3x3 and DS3x12) Access Services, <sup>(1)</sup> (Cont'd)

(D)

(1)

(D)

(D)

(1)

(D)

(D)

- (a) In addition to Expedited Order Charges or Expedite Circuit Charges, special construction charges may apply, if the Telephone Company determines that additional cost will be incurred.
- (b) When the request for expediting occurs subsequent to the issuance of the Access Order, a Service Date Change Charge as specified in (A), preceding, also applies.
- (c) If the Telephone Company is subsequently unable to meet an agreed upon expedited service date, no Expedite Order Charge or Expedite Circuit Charge will apply, unless the missed service date was caused by the customer.
- (d) The Telephone Company will adhere to the expedite intervals as specified above, except during circumstances beyond its direct control (i.e., acts of God, governmental requirements, work stoppages and civil commotions).

<sup>(1)</sup> 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](http://www.att.com/guidebook).

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## ACCESS SERVICE

5. Ordering Options (Cont'd)5.2 Access Order (Cont'd)5.2.2 Access Order Modifications (Cont'd)(C) Expedite Charges (Cont'd)

- (2) For all Access Services, excluding Analog (Metallic, Telegraph, Wideband Analog), DS0 (Wideband Data, Generic Digital Transport), Fractional DS1, Entrance Facilities (Voice Grade, DS1, DS3), High Capacity Services (DS1 and Fiber Advantage DS1, DS3, DS3x3 and DS3x12) Access Services <sup>(1)</sup> (Cont'd)

(D)

If the customer desires that service be provided on an earlier date than that which has been established for the access order or the provision of the Access Service, the customer may request that service be provided on an expedited basis. If the Telephone Company determines that service can be provided on the requested date and that additional labor costs or extraordinary costs are required to meet the requested service date, the customer will be notified and will be provided with an estimate of the additional charges involved. The total charge to the customer for the Additional Engineering may not exceed the estimated amount by more than 10%. If the customer instructs the Telephone Company to proceed, such additional charges will be determined and billed to the customer as follows:

To calculate the additional labor charges, the Telephone Company will, upon authorization from the customer to incur the additional labor charges, keep track of the additional labor hours used to meet the request of the customer and will bill the customer at the applicable additional labor charges as set forth in 13.2.6 following.

- (a) Extraordinary Costs: The special construction terms and conditions specified in Tariff F.C.C. No. 2 will be used by the Telephone Company to determine charges to recover the extraordinary costs which may be involved. Authorization to incur the costs and to bill the customer will be in accordance with the terms and conditions of Tariff F.C.C. No. 2.
- (b) When the request for expediting occurs subsequent to the issuance of the access order, a Service Date Change Charge as specified in (A) preceding also applies.
- (c) If the Telephone Company is subsequently unable to meet an agreed upon expedited service date, no Expedite Order Charge or Expedite Circuit Charge will apply, unless the missed service date was caused by the customer.
- (d) The Telephone Company will adhere to customer requested expedites approved by the Telephone Company, except during circumstances beyond its direct control (i.e., acts of God, governmental requirements, work stoppages and civil commotions).

<sup>(1)</sup> 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](http://www.att.com/guidebook).

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## ACCESS SERVICE

5. Ordering Options (Cont'd)5.2 Access Order (Cont'd)5.2.3 Cancellation of an Access Order (excluding the following Special Access Service: SONET Ring and Access Service<sup>(1)</sup> <sup>(2)</sup>(D)  
|  
(D)

(A) A customer may cancel an Access Order for the installation of service. The Access Order must be cancelled at least 1 business day before the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a customer is unable to accept Access Service within 30 calendar days of the original service date, the customer has the choice of the following options:

- The Access Order shall be cancelled and charges set forth in (B) following will apply, or
- Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the customer, shall be the 31st day beyond the original service date of the Access Order.

(B) When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:

- (1) Installation of Expanded Interconnection Service facilities is considered to have started when the Telephone Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.
- (2) Where the customer cancels an Access Order prior to the start of installation of access facilities, no charges shall apply.

<sup>(1)</sup> Effective 01/03/06, SONET Ring and Access Service is limited to existing customers at existing locations except where spare capacity exists; customers may add additional locations on existing rings. New SONET ring services will be provided via Dedicated SONET Ring Service.

<sup>(2)</sup> 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](http://www.att.com/guidebook).

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## ACCESS SERVICE

5. Ordering Options (Cont'd)5.2 Access Order (Cont'd)5.2.3 Cancellation of an Access Order (excluding the following Special Access Service: SONET Ring and Access Service<sup>(1) (2)</sup> (Cont'd)(D)  
|  
(D)

(B) (Cont'd)

(3) Where installation of access facilities has been started prior to the cancellation, the lesser of the charges specified in (a) or (b) following, shall apply except for Switched Access, Special Access Metallic and Telegraph services. For Switched Access and Special Access Metallic and Telegraph services, (b) following will always apply.

(a) The charge for the minimum period of Switched or Special Access service (as applicable in this section) ordered by the customer. (Recurring and Nonrecurring charges)

(b) The Cancellation Charge equals:

- the number of business days from the access order application date through the access order cancellation date (i.e., the service interval)
- multiplied by the average daily charge
- plus the access order charge.

## Notes:

- (i) The service interval is the number of business days from the access order application date through the access order cancellation date with the application date being day one. Service installation costs incurred by the Telephone Company start on the application date.
- (ii) If the customer has requested a service date change beyond the original service date, the number of business days beyond the original service date are included in the service interval.
- (iii) Average daily charge equals installation charges plus rearrangement charges divided by the number of business days in the service interval.

<sup>(1)</sup> Effective 01/03/06, SONET Ring and Access Service is limited to existing customers at existing locations except where spare capacity exists; customers may add additional locations on existing rings. New SONET ring services will be provided via Dedicated SONET Ring Service.

<sup>(2)</sup> 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](http://www.att.com/guidebook).

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ACCESS SERVICE

5. Ordering Options (Cont'd)

5.2 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order (excluding the following Special Access Service: SONET Ring and Access Service<sup>(1) (2)</sup> (Cont'd)

(D)  
 |  
 (D)

(B) (Cont'd)

(3) (Cont'd)

(c) A separate charge will be assessed for Switched Transport (i.e., EF, DTT and TST) and Switched Access lines or trunks.



(C) When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.

(D) If the Telephone Company misses a service date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., acts of God, government requirements, work stoppages and civil commotions), the customer may cancel the Access Order without incurring cancellation charges.

(E) When a customer cancels an Access Order for ADSL, ADSL-TPP or ADSL-VDP, no charges apply for the cancellation.

5.2.3.1 Cancellation of an Access Order (for the following Special Access Service: SONET Ring and Access Service<sup>(1) (2)</sup>

(D)  
 |  
 (D)

Cancellation charges are applied based upon the type of special access service being cancelled which is categorized as either, 1) "point to point" service or 2) "non-point to point" service. However, at no time will cancellation charges apply until costs for installation of facilities have been incurred by the Telephone Company. Service installation costs incurred by the Telephone Company start on the application date, when the Telephone Company confirms the order with the customer.

Cancellation charges for "point to point" services are based upon the date that a customer cancels an Access Order with respect to the Design Layout Report Date (DLRD), of the service being provisioned, as described in Section 5.2.3.1(B) (2) following.

<sup>(1)</sup> Effective 01/03/06, SONET Ring and Access Service is limited to existing customers at existing locations except where spare capacity exists; customers may add additional locations on existing rings. New SONET ring services will be provided via Dedicated SONET Ring Service.

<sup>(2)</sup> 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](http://www.att.com/guidebook).

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ACCESS SERVICE

5. Ordering Options (Cont'd)

5.2 Access Order (Cont'd)

5.2.3.1 Cancellation of an Access Order (for the following Special Access Service: SONET Ring and Access Service<sup>(1) (2)</sup> (Cont'd)

(D)  
 |  
 (D)

The DLRD is the date the Design Layout Report is forwarded to the customer. The DLRD is provided to the customer upon firm order confirmation.

The table below defines the product categories for "point to point" services pertaining to this section:



"Point to Point" Services	
Service	Product Category/Type
(2)	
(2)	
(2)	
(2)	
(2)	

(D)  
 |  
 (D)

Cancellation charges for "non-point to point" services are applied based on actual costs incurred by the Telephone Company as described in Section 5.2.3.1(A) (2) and 5.2.3.1(B) (3) (b) following.

<sup>(1)</sup> Effective 01/03/06, SONET Ring and Access Service is limited to existing customers at existing locations except where spare capacity exists; customers may add additional locations on existing rings. New SONET ring services will be provided via Dedicated SONET Ring Service.  
<sup>(2)</sup> 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](http://www.att.com/guidebook).

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ACCESS SERVICE

5. Ordering Options (Cont'd)

5.2 Access Order (Cont'd)

5.2.3.1 Cancellation of an Access Order (for the following Special Access Service: SONET Ring and Access Service<sup>(1)(2)</sup> (Cont'd)

(D)  
 |  
 (D)

The table below lists the "non-point to point" services pertaining to this section:

"Non-Point to Point" Services
SONET Ring and Access Service <sup>(1)</sup>
<sup>(2)</sup>
<sup>(2)</sup>
<sup>(2)</sup>

(D)  
 |  
 (D)



(A) Cancellation of a letter of agreement

(1) When facilities must be constructed prior to the Telephone Company receipt of an Access Order (e.g., construction of OC-192 Dedicated SONET Ring where facility assignment is not yet available, due to lack of spare capacity), excluding special construction as described in Tariff F.C.C. No. 2, the customer will be required to submit a written letter of agreement to the Telephone Company which includes a maximum estimate as previously provided by the Telephone Company of the cancellation charges as defined at 5.2.3.1(A)(2). A customer may cancel a written letter of agreement. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the letter of agreement is to be cancelled. If verbal notice is given, it must be followed by written confirmation within 10 days or it shall be deemed to be void.

If a customer does not place an Access Order for the services within 30 days of receiving notification that the network is ready for the services ordered, the letter of agreement will be deemed cancelled.

(2) When a customer cancels a letter of agreement, cancellation charges will apply as follows:

(a) Installation of facilities is considered to have started when the Telephone Company incurs any cost in connection therewith or on preparation thereof which would not otherwise have been incurred.

<sup>(1)</sup> Effective 01/03/06, SONET Ring and Access Service is limited to existing customers at existing locations except where spare capacity exists; customers may add additional locations on existing rings. New SONET ring services will be provided via Dedicated SONET Ring Service.

<sup>(2)</sup> 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](http://www.att.com/guidebook).

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## ACCESS SERVICE

5. Ordering Options (Cont'd)5.2 Access Order (Cont'd)5.2.3.1 Cancellation of an Access Order (for the following Special Access Service: SONET Ring and Access Service<sup>(1) (2)</sup> (Cont'd)(D)  
|  
(D)(A) Cancellation of a letter of agreement (Cont'd)

(2) (Cont'd)

(b) Where an Access Order has been issued, cancellation charges shall apply as indicated in Section 5.2.3.1(B) following.

(c) Applicable letter of agreement cancellation charges will be calculated from the costs incurred by the Telephone Company at the time the letter of agreement is cancelled. The cancellation charge equals:

- (i) Non-recoverable cost of equipment and material ordered, provided or used, and
- (ii) Non-recoverable cost of installation and removal including the cost of engineering, labor, supervision, transportation, rights-of-way and other associated costs.
- (iii) Less previously collected special construction charges, if applicable.

(B) Cancellation of Access Order

(1) A customer may cancel an Access Order for installation of service. The Access Order must be cancelled at least one (1) day before the service date.

The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the order is to be cancelled. If verbal notice is given, it must be followed by written confirmation within 10 days or it shall be deemed to be void.

<sup>(1)</sup> Effective 01/03/06, SONET Ring and Access Service is limited to existing customers at existing locations except where spare capacity exists; customers may add additional locations on existing rings. New SONET ring services will be provided via Dedicated SONET Ring Service.

<sup>(2)</sup> 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](http://www.att.com/guidebook).

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## ACCESS SERVICE

5. Ordering Options (Cont'd)5.2 Access Order (Cont'd)5.2.3.1 Cancellation of an Access Order (for the following Special Access Service: SONET Ring and Access Service<sup>(1)(2)</sup> (Cont'd)(D)  
|  
(D)(B) Cancellation of Access Order (Cont'd)

## (1) (Cont'd)

If a customer or customer's end user is unable to accept Access Service and the new service date requested is beyond 30 calendar days of the original service date, the customer has the choice of the following options:

- (a) The Access Order shall be cancelled and charges specified in 5.2.3.1(B) (2) following will apply, or
- (b) Service shall be accepted, and billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the customer, shall be the 31st day beyond the original service date of the Access Order. If the customer does not select one of the options, the Telephone Company will begin billing for the service on the 31st day beyond the original service date of the Access Order.

(2) When Cancellation Charges Apply

When a customer cancels an Access Order (or a part of an order) after it has been issued, but before notification by the Telephone Company that the service is available for use, cancellation charges will apply, even when nonrecurring installation charges would be waived, as follows:

- (a) When a "point to point" special access service is cancelled on or before the Design Layout Report Date (DLRD), a cancellation charge will apply on a per circuit basis as shown in Table A in Section 5.2.3.1(B) (3) (a).

<sup>(1)</sup> Effective 01/03/06, SONET Ring and Access Service is limited to existing customers at existing locations except where spare capacity exists; customers may add additional locations on existing rings. New SONET ring services will be provided via Dedicated SONET Ring Service.

<sup>(2)</sup> 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](http://www.att.com/guidebook).

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ACCESS SERVICE

5. Ordering Options (Cont'd)

5.2 Access Order (Cont'd)

5.2.3.1 Cancellation of an Access Order (for the following Special Access Service: SONET Ring and Access Service<sup>(1)(2)</sup>) (Cont'd)

(D)  
 |  
 (D)

(B) Cancellation of Access Order (Cont'd)

(2) When Cancellation Charges Apply (Cont'd)

(b) When a lower-speed "point to point" service (e.g., OC-3c OCN Point-to-Point Service) with a Connecting Facility Assignment (CFA) of a higher-speed "point to point" or "non-point to point" service (e.g., OC-12 OCN Point-to-Point Service) is cancelled, and a cancelled service has no channel termination or local distribution channel, a cancellation charge will apply on a per circuit basis as shown in Table A in Section 5.2.3.1(B) (3) (a).

(c) When a "point to point" service is cancelled after the Design Layout Report Date (DLRD), a cancellation charge will apply on a per circuit basis as shown in Table B, following.

(3) Cancellation Charges

(a) Point-to-point Services:

TABLE A Cancellation Charge	
Product Category/Type	Cancellation Charge (Per Circuit)
(2)	
(2)	
(2)	
(2)	
(2)	

(D)  
 |  
 (D)

<sup>(1)</sup> Effective 01/03/06, SONET Ring and Access Service is limited to existing customers at existing locations except where spare capacity exists; customers may add additional locations on existing rings. New SONET ring services will be provided via Dedicated SONET Ring Service.

<sup>(2)</sup> 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](http://www.att.com/guidebook).

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ACCESS SERVICE

5. Ordering Options (Cont'd)

5.2 Access Order (Cont'd)

5.2.3.1 Cancellation of an Access Order (for the following Special Access Service: SONET Ring and Access Service<sup>(1)(2)</sup> (Cont'd)

(D)  
 |  
 (D)

(B) Cancellation of Access Order (Cont'd)

(3) Cancellation Charges (Cont'd)

(a) Point-to-point Services: (Cont'd)



TABLE B Cancellation Charge	
Product Category/Type	Cancellation Charge (Per Circuit)
(2)	
(2)	
(2)	
(2)	
(2)	

(D)  
 |  
 (D)

(b) Non-point-to-point services:

Applicable charges will be calculated from the costs incurred by the Telephone Company at the time the Access Order is cancelled. The Cancellation Charge equals:

- (i) Non-recoverable cost of equipment and material ordered, provided or used, and
- (ii) Non-recoverable cost of installation and removal including the cost of engineering, labor, supervision, transportation, rights-of-way and other associated costs.

<sup>(1)</sup> Effective 01/03/06, SONET Ring and Access Service is limited to existing customers at existing locations except where spare capacity exists; customers may add additional locations on existing rings. New SONET ring services will be provided via Dedicated SONET Ring Service.

<sup>(2)</sup> 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](http://www.att.com/guidebook).

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ACCESS SERVICE

5. Ordering Options (Cont'd)

5.2 Access Order (Cont'd)

5.2.3.1 Cancellation of an Access Order (for the following Special Access Service: SONET Ring and Access Service<sup>(1) (2)</sup>, (Cont'd)

(D)  
|  
(D)

(B) Cancellation of Access Order (Cont'd)

(4) When Cancellation Charges Do Not Apply

- (a) When a customer cancels an order for the termination of existing service.
- (b) If the Telephone Company misses a service date by more than 30 days, the customer may cancel the Access Order without incurring cancellation charges.
- (c) Where the customer cancels a letter of agreement prior to the start of installation of access facilities.
- (d) Network reconfiguration order.



<sup>(1)</sup> Effective 01/03/06, SONET Ring and Access Service is limited to existing customers at existing locations except where spare capacity exists; customers may add additional locations on existing rings. New SONET ring services will be provided via Dedicated SONET Ring Service.

<sup>(2)</sup> 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](http://www.att.com/guidebook).

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.5 Video Service (Cont'd)

(A) Basic Service Description (Cont'd)

(2) Advanced Video Service (Cont'd)

(c) <sup>(1)</sup> (D)  
(D)  
(D)  
(D)  
(D)

(B) Technical Specifications

The technical specifications are set forth in Technical Reference GR-338-CORE and L-720026 PB/NB.

(C) Channel Interfaces

Compatible channel interfaces are set forth in Technical Reference GR-338-CORE and L-720026 PB/NB.

(D) Service to Service Through Connect - TV-1<sup>(1)</sup> (D)

The Service to Service Through Connect Arrangement rate element provides for a permanent connection of like services in one of four Telephone Company Video Hubs. These Hubs are all located in California in the following cities: Los Angeles, San Francisco, San Diego and Sacramento. The customer billed for the through connect arrangement will be responsible for all billing associated with the interconnection. The ability to transport DVB-ASI is available on a point-to-point basis, or through a designated Video Service Hub.

(E) Optional Features and Functions

(1) <sup>(1)</sup> (D)  
(D)  
(D)  
(D)  
(D)

<sup>(1)</sup> See footnote (1) on page 7-46

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.5 Video Service (Cont'd)

(E) Optional Features and Functions (Cont'd)

(2) <sup>(1)</sup> (D)

(D)  
(D)  
(D)  
(D)  
(D)  
(D)  
(D)  
(D)  
(D)

(3) Hubbing Arrangement

At the request of the customer, the Full-time and/or Part-time services provided to the Hub may be connected together in the following configurations:

- Full-time to Full-time
- Full-time to Part-time
- Part-time to Part-time

Hubbing arrangements will be provided on an analog-to-analog or digital-to-digital basis only.

The Access Order Charge as described in Section 5.2.1(A) (2), will be waived to all orders associated with hubbing arrangements.

(4) <sup>(1)</sup> (D)

(D)  
(D)  
(D)  
(D)  
(D)  
(D)  
(D)

<sup>(1)</sup> See footnote (1) on page 7-46

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.5 Video Service (Cont'd)

(E) Optional Features and Functions (Cont'd)

(4) <sup>(1)</sup>

(D)

(D)

(D)

(D)

(D)

(D)

(D)

(D)

<sup>(1)</sup> See footnote (1) on page 7-46

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> 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. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at [www.att.com/guidebook](http://www.att.com/guidebook).

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-82.1

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-82.1

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-82.1

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-82.1

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-82.1

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-82.1

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-82.1

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-82.1

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-82.1

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-82.1

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-82.1

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-82.1

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-82.1

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-82.1

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-82.1

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-82.1

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-82.1

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-82.1

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-82.1

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-82.1

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ACCESS SERVICE

7 Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.7 Video Service (Cont'd)

(D) <sup>(1)</sup>

(D)

<sup>(1)</sup> 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. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at [www.att.com/guidebook](http://www.att.com/guidebook).

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.7 Video Service (Cont'd)

(D) <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-98

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.5 Video Service

(A) Channel Termination

- Per point of termination

	<u>USOC</u>	<u>Monthly Rates</u>	<u>Daily Rates</u>
(1) Analog			
- TV-1 or 2	(TMEV1)	\$450.00	\$125.00
- 4TV-5	(TMEV4)	500.00	125.00
- 6TV-5	(TMEV6)	500.00	125.00
- TV-15	(TMEV5)	500.00	125.00
(2) Advanced Broadcast			
- TV1D	(TMEV7)	800.00	225.00
- TVD	(TMEV8)	500.00	125.00
(3) Component Digital			
- TV1E	(TMEV9)	950.00	237.50
(4) <sup>(1)</sup>			(D)
			(D)
			(D)
			(D)

(B) Channel Mileage

(1) Analog, Advanced Broadcast, Component Digital Services

	<u>USOC</u>	<u>Monthly Rates</u>		<u>Daily Rates</u>	
		<u>Fixed</u>	<u>Per Mile</u>	<u>Fixed</u>	<u>Per Mile</u>
0	1L5XX/1L5	\$300.00	None	\$ 75.00	None
Over 0	1L5XX/1L5	500.00	None	137.50	None

<sup>(1)</sup> 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. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at [www.att.com/guidebook](http://www.att.com/guidebook).

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.5 Video Service (Cont'd)

(B) Channel Mileage (Cont'd)

- (2) <sup>(1)</sup> (D)
- (D)
- (D)
- (D)
- (D)
- (D)

	<u>USOC</u>	<u>Nonrecurring Charge</u>	
(C) Service to Service Through Connect			
- TV-1 <sup>(1)</sup>	BCSTC	\$160.00	(D)

(D) Optional Features and Functions

- (1) <sup>(1)</sup> (D)
- (1) (D)
- (2) <sup>(1)</sup> (D)
- (1) (D)

(3) Hubbing Arrangements - Analog, Advanced Broadcast, Component Digital, <sup>(1)</sup>		(D)
	<u>USOC</u>	<u>Nonrecurring Charge</u>
- Full-time to Full-time	B5N6F/BCSWV	\$ 18.00
- Full-time to Part-time	B5N6F/BCSWV	18.00
- Part-time to Part-time	B5N6F/BCSWV	18.00

(4) Video Access 30 Minutes or

- Shared	<u>USOC</u>	<u>Fraction Thereof</u>
	BCSW2	\$20.00

<sup>(1)</sup> See footnote (1) on page 7-155

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.5 Video Service (Cont'd)

(E) Video Pricing Plan (VPP)

(1) <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-155

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.5 Video Service (Cont'd)

(E) Video Pricing Plan (VPP) - Rates Effective: 9/1/98 (Cont'd)

(3) <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-155

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7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.14 <sup>(1)</sup>

(D)



<sup>(1)</sup> 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. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at [www.att.com/guidebook](http://www.att.com/guidebook).

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.14 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-207.1

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.14 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 7-207.1

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ACCESS SERVICES

8. <sup>(1)</sup>

(D)



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ACCESS SERVICES

8. <sup>(1)</sup>

(D)



<sup>(1)</sup> See footnote (1) on page 8-1

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ACCESS SERVICE

8. <sup>(1)</sup>

(D)



<sup>(1)</sup> See footnote (1) on page 8-1

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ACCESS SERVICE

8. <sup>(1)</sup>

(D)



<sup>(1)</sup> See footnote (1) on page 8-1

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ACCESS SERVICES

8. <sup>(1)</sup>

(D)



<sup>(1)</sup> See footnote (1) on page 8-1

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ACCESS SERVICE

8. <sup>(1)</sup>

(D)



<sup>(1)</sup> See footnote (1) on page 8-1

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ACCESS SERVICE

8. (1)

(D)



(1) See footnote (1) on page 8-1

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8.<sup>(1)</sup>

(D)



<sup>(1)</sup> See footnote (1) on page 8-1

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8.<sup>(1)</sup>

(D)



<sup>(1)</sup> See footnote (1) on page 8-1

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8. <sup>(1)</sup>

(D)



<sup>(1)</sup> See footnote (1) on page 8-1

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8. <sup>(1)</sup>

(D)



<sup>(1)</sup> See footnote (1) on page 8-1

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ACCESS SERVICES

8. <sup>(1)</sup>

(D)



<sup>(1)</sup> See footnote (1) on page 8-1

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8. (1)

(D)



(1) See footnote (1) on page 8-1

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8. <sup>(1)</sup>

(D)



<sup>(1)</sup> See footnote (1) on page 8-1

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ACCESS SERVICES

8. <sup>(1)</sup>

(D)



<sup>(1)</sup> See footnote (1) on page 8-1

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ACCESS SERVICES

8. <sup>(1)</sup>

(D)



<sup>(1)</sup> See footnote (1) on page 8-1

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ACCESS SERVICES

8. <sup>(1)</sup>

(D)



<sup>(1)</sup> See footnote (1) on page 8-1

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ACCESS SERVICES

8. <sup>(1)</sup>

(D)



<sup>(1)</sup> See footnote (1) on page 8-1

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ACCESS SERVICES

8. <sup>(1)</sup>

(D)



<sup>(1)</sup> See footnote (1) on page 8-1

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ACCESS SERVICES

8. <sup>(1)</sup>

(D)



<sup>(1)</sup> See footnote (1) on page 8-1

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ACCESS SERVICE

10. Federal Government Specialized Services or Arrangements (Cont'd)

10.8 Service Descriptions (Cont'd)

10.8.1 Types and Descriptions (Cont'd)

(H) SBC Federal Access Solutions Transport (FAST) Program

(1) General Description

This section contains regulations, rates and charges applicable to the provision of SBC FAST Program to any customer awarded a contract to provide telecommunications services for the exclusive use of the Federal Government, Agencies of the Federal Government, or authorized agents of the Federal Governments. The SBC FAST Program will allow each of the Federal Government's authorized contractors providing network services under contract to obtain discounted rates for specified services in return for certain term commitments for dedicated Special Access connections to government locations.

(2) Services Available Under SBC FAST Program

SBC FAST Program is provided as a monthly service arrangements with a 3 year service period for the following Services listed below:

Service	General/Basic Description
High Capacity Service (DS1 and DS3)	7.2.9
(1)	
(1)	
(1)	

(D)  
(D)  
(D)

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ACCESS SERVICE

10. Federal Government Specialized Service Arrangements (Cont'd)

10.8 Service Offerings (Cont'd)

10.8.2 Rates and Charges (Cont'd)

(G) SBC Federal Access Solution Transport (FAST) Program (Cont'd)

(1)

(D)

<sup>(1)</sup> 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](http://www.att.com/guidebook).

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ACCESS SERVICE

10. Federal Government Specialized Services or Arrangements (Cont'd)

10.8 Service Offerings (Cont'd)

10.8.2 Rates and Charges (Cont'd)

(G) SBC Federal Access Solutions Transport (FAST) Program  
(Cont'd)

(1)

(D)

<sup>(1)</sup> 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](http://www.att.com/guidebook).

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ACCESS SERVICE

10. Federal Government Specialized Services or Arrangements (Cont'd)

10.8 Service Offerings (Cont'd)

10.8.2 Rates and Charges (Cont'd)

(G) SBC Federal Access Solutions Transport (FAST) Program  
(Cont'd)

(1)

(D)

<sup>(1)</sup> 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](http://www.att.com/guidebook).

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ACCESS SERVICE

10. Federal Government Specialized Services or Arrangements (Cont'd)

10.8 Service Offerings (Cont'd)

10.8.2 Rates and Charges (Cont'd)

(G) SBC Federal Access Solutions Transport (FAST) Program (Cont'd)

(1)

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10. Federal Government Specialized Services or Arrangements (Cont'd)

10.8 Service Offerings (Cont'd)

10.8.2 Rates and Charges (Cont'd)

(G) SBC Federal Access Solutions Transport (FAST) Program (Cont'd)

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10. Federal Government Specialized Services or Arrangements (Cont'd)

10.8 Service Offerings (Cont'd)

10.8.2 Rates and Charges (Cont'd)

(G) SBC Federal Access Solutions Transport (FAST) Program (Cont'd)

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17. Term Pricing Plan Vintage Rates (Cont'd)

17.1 Rates and Charges (Cont'd)

17.1.2 Vintage Rates (Cont'd)

The following rates apply to Broadband Circuit Services installed between May 14, 2005 and June 30, 2005.

OC-12

-Channel Termination

- per BCS Circuit, per Customer Premises

	<u>USOC</u>	<u>1 year</u>	<u>3 year</u>	<u>5 year</u>
T6XBX/T6XB+		\$8,900	\$6,570	\$4,140

-Mileage

- per BCS Circuit

-Fixed

	<u>USOC</u>	<u>1 year</u>	<u>3 year</u>	<u>5 year</u>
1HYBS/1HYB+		\$7,100	\$5,846	\$5,220

-Per Mile

	<u>USOC</u>	<u>1 year</u>	<u>3 year</u>	<u>5 year</u>
1HBYS/1HYB+		\$330	\$275	\$200

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17. Term Pricing Plan Vintage Rates (Cont'd)

17.1 Rates and Charges (Cont'd)

17.1.2 Vintage Rates (Cont'd)

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17. Term Pricing Plan Vintage Rates (Cont'd)

17.1 Rates and Charges (Cont'd)

17.1.2 Vintage Rates (Cont'd)

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17. Term Pricing Plan Vintage Rates (Cont'd)

17.1 Rates and Charges (Cont'd)

17.1.2 Vintage Rates (Cont'd)

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22. Managed Value Plan (MVP)

22.1 General Description

MVP will no longer be available to new customers. Existing MVP customers will be eligible for the renewal options described in Section 22.3, upon expiration of their current MVP agreement, but will not be able to subscribe to a new MVP plan.

Managed Value Plan (MVP) is a qualified access discount plan that provides customers with billing discounts for a commitment to maintain a predetermined annual recurring billing amount for five years. MVP is available to any customer with at least ten (10) million dollars in annual billing for the qualified access services listed in 22.2, following. Additional MVP discounts are also available if the Telephone Company fails to meet MVP Service Level Assurance levels stated in 22.3(G), following.

When MVP is ordered, the customer must provide all of the Access Customer Name Abbreviations (ACNA) and Other Company Name (OCN) codes included under the MVP Agreement.

22.2 Services Available Under MVP

MVP billing discounts apply to the recurring revenues for the qualified access services contained in the tariff sections listed below:

Service	General/Basic Description	Rates and Charges	Price Flex Rates and Charges
Entrance Facilities	6.7.1(D) (1)	6.8.2(A)	31.5.1(A)
Direct Trunked-Transport	6.7.1(D) (2)	6.8.2(B)	31.5.1(B)
Voice Grade Service	7.2.3	7.5.3	31.5.2.3
Generic Digital Transport Service	7.2.8	7.5.8	31.5.2.6
High Capacity Service	7.2.9	7.5.9	31.5.2.7
Digital Data Over Voice Service	7.2.10	7.5.10	31.5.2.8
SONET Ring and Access Service <sup>(1)</sup> (SRAS)	7.2.11	7.5.9	31.5.2.7
Fiber Advantage Service	7.2.9	7.5.9	31.5.2.7
Broadband Circuit Service (BCS)*	20.1	20.3	31.5.2.11
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\*This option is obsolete and limited to existing customers at existing locations, as of January 11, 2002.

<sup>(1)</sup> Effective 01/03/06, SONET Ring and Access Service is limited to existing customers at existing locations except where spare capacity exists; customers may add additional locations on existing rings. New SONET ring services will be provided via Dedicated SONET Ring Service.

<sup>(2)</sup> Previous material in this Section has been de-tariffed as required by the Commission upon the 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](http://www.att.com/guidebook). There will be no changes to existing terms and conditions for the duration of existing term plans.

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22. Managed Value Plan (MVP) (Cont'd)  
 22.3 MVP Terms and Conditions (Cont'd)

(D) Access Service Ratio (Cont'd)

The customer's and its affiliates' Access Service Ratio must equal or exceed 95% for each month in order for the customer to receive the commitment discount that month. Months where the customer does not receive the commitment discount are subject to true-up as explained in 22.3(H).

The associated rate elements are listed in the table below.

Service Level	Associated Rate Elements Not Included in Interstate Tariff
DS1	4-wire digital loop DS1 Entrance Facilities DS1 Interoffice Transport DS1 Cross Connects DS1 Multiplexing All DS1 non-tariffed Committed Information Rate Broadband Services
DS3	DS3 Loop DS3 Entrance Facilities DS3 Interoffice Transport DS3 Cross Connects DS1/DS3 Multiplexing All DS3 non-tariffed Committed Information Rate Broadband Services
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Other Transport Products	Dark Fiber - Interoffice Dark Fiber - Loop Dark Fiber - Subloop Dark Fiber Cross Connects



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As new associated rate elements are introduced and added to the table in Section 22.2(D) all recurring revenues associated with the new associated rate elements will automatically be added to the customer's Monthly Wholesale Revenue, as defined in Section 22.3(D) preceding for calculation of the Access Service Ratio.

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25. AT&T Volume Discount Plan (AVDP)

25.1 General Description

The AVDP provides volume discounts applicable to the interstate term plans listed below, for Customers who purchase DS1 and DS3 <sup>(1)</sup> at the volume tiers outlined in Section 25.1(B). The AVDP provides a Billing Credit Discount (BCD) annually, in accordance with the terms and conditions set forth below:

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(A) Terms and Conditions

(1) The AT&T Volume Discount Plan is available for DS1 and DS3 <sup>(1)</sup> channel terminations <sup>(1)</sup> purchased for one, three and five-year term periods:

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- (a) DS1 TPP (Sections 7.4.18, 7.5.9(I) and 31.5.2.7(I)); and
- (b) DS3 RSPP (Sections 7.4.11, 7.5.9(A) (3) and 31.5.2(A) (3)).

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(2) To subscribe to the AVDP, the Customer must provide written notification to its Telephone Company account manager or the Business Office.

(3) Circuits ordered on or after March 14, 2007, or circuits which have completed a term period and are subscribed to a new term period on or after March 14, 2007, under one, three and five-year term plans described in 25.1(A)(1), will count toward the volume levels identified in Section 25.1(B) from the day the Customer has notified the Telephone Company of its subscription to AVDP.

(4) AVDP expires on December 31, 2010. The last BCD will be paid in January 2011.

(5) The Customer's BCD is identified by referencing the Billing Credit Discount Table in 25.1(B) using the monthly in-service volumes, aggregated by service type. The Average Monthly In-Service Volume (AMISV) is calculated by totaling the number of channel terminations or connections by service each month, and dividing the total by the number of subscribed months in the plan year. See example of BCD calculation in 25.1(B).

(6) The BCD is applied as a percentage discount to the total monthly recurring billed revenue for channel terminations or connections, by service, for the subscription period of the current year for the services identified in Section 25.1(B). The BCD will be paid as an annual discount credit to the Customer's bill in January of the following year for subscribed services in 2007, 2008, 2009 and 2010.

(7) Services subject to the Customer's Managed Value Plan or a Price Flex Contract Tariff are not eligible for the AVDP offering.

<sup>(1)</sup> 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](http://www.att.com/guidebook).

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25. AT&T Volume Discount Plan (AVDP) (Cont'd)

25.1 General Description (Cont'd)

(B) Volume Tiers and Billing Credit Discounts (BCDs)



<b>Billing Credit Discount (BCD) Table</b>		
<b>Volume Tiers</b>	<b>Average Monthly In-Service Volume (AMISV)</b>	<b>BCD</b>
<b>DS1 channel terminations</b>		
Level 1	100 to 299	2.0%
Level 2	300 to 599	2.5%
Level 3	600 to 899	3.0%
Level 4	900 or more	3.5%
<b>DS3 channel terminations</b>		
Level 1	15 to 29	2.0%
Level 2	30 to 44	2.5%
Level 3	45 to 59	3.0%
Level 4	60 or more	3.5%
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## ACCESS SERVICE

31. Metropolitan Statistical Area Access Services31.1 General Description

- (A) This section of the tariff provides the regulations, rates and terms and conditions that apply to telecommunications services provided by the Telephone Company in the Metropolitan Statistical Areas (MSAs) in which the Telephone Company has received Phase II pricing flexibility pursuant to Subpart H of Part 69 of the Commission's Rules. MSAs are divided into the categories below:

(1) Full Service MSAs

Full Service Relief MSAs are those MSAs which qualified for Phase II pricing flexibility for all elements of service, i.e., local channels (channel terminations) between LEC end offices and customer (end user) premises; entrance facilities; dedicated interoffice facilities; local channels (channel terminations) between an interexchange carrier's point of presence and a serving wire center. The Full Service Relief MSAs are set forth in Section 31.2(A), following.

(2) Limited Service MSAs

Limited Service Relief MSAs are those MSAs that qualified for Phase II pricing flexibility for all elements of service except local channels (channel terminations) between a LEC end office and a customer (end user) premise. The Limited Service Relief MSAs are set forth in Section 31.2(B), following.

- (B) The services provided in MSAs pursuant to this section of the tariff are set forth in Section 31.3, following. These services are comparable to the SWA Dedicated Transport Services in Sections 6.8.2(A), 6.8.2(B), 6.8.2(G) (1), 6.8.2(K), and the Special Access Services in Sections 7 and 20 <sup>(1)</sup>. The general regulations, service descriptions, and rate regulations for the SWA Dedicated Transport Services in Section 6 and the Special Access Services in Sections 7 and 20 <sup>(1)</sup> are also applicable to the services specified in this section, except as provided below. (D)

An exception in 31.4(F) applies for term pricing plans.

- (C) Unless otherwise provided for in this section, regulations set forth in Sections 1, 2, 5, and 13 are also applicable. (D)

<sup>(1)</sup> 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 [ww.att.com/guidebook](http://ww.att.com/guidebook).

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31. Metropolitan Statistical Area Access Services (Cont'd)

31.3 Services Available in an MSA (Cont'd)

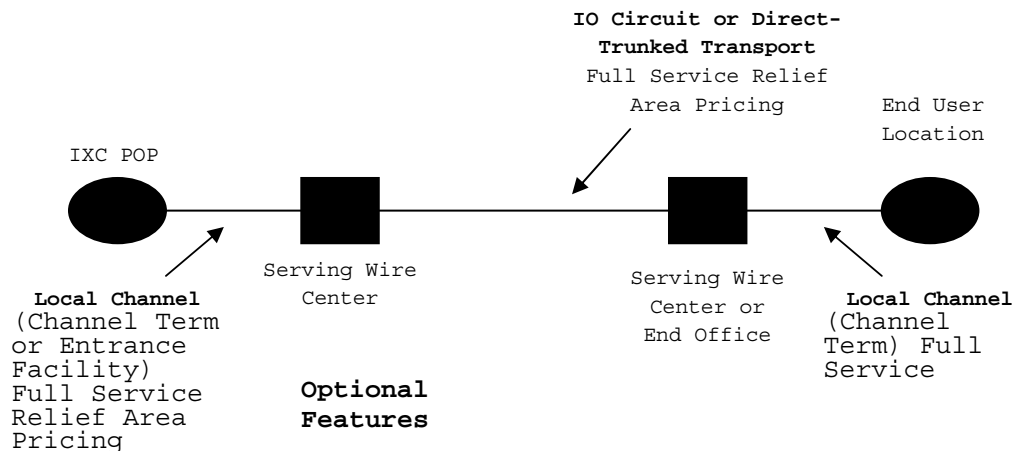
Special Access (Cont'd)	
(1)	(D)
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(1)	(D)
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(1)	(D)
(1)	(D)
(1)	(D)
(1)	(D)

Switched Access/Dedicated Transport
Voice Grade
DS1
DS3 Fiber Advantage
SS7

31.4 Rate Regulations

(A) Figure 1 illustrates services provided within an MSA located in a Full Service Relief Area. The rates and charges for all associated rate elements for services in a Full Service Relief Area are contained in Section 31.5, following.

**Full Service Relief Area**



**Figure 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](http://www.att.com/guidebook).

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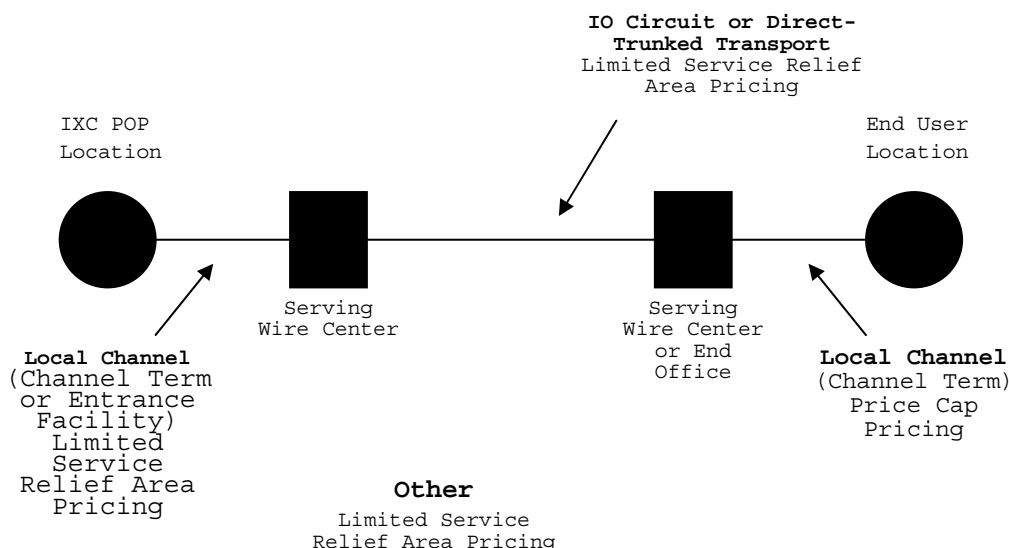
31. Metropolitan Statistical Area Access Services (Cont'd)

31.4 Rate Regulations (Cont'd)

(B) Figure 2 illustrates services provided within an MSA located in a Limited Service Relief Area. The rates and charges for all associated rate elements for services in a Limited Service Relief Area are contained in Section 31.5, except for the local channels (channel terminations) between a LEC end office and a customer (end user) premise, which are referenced in Section 7 and Section 20 <sup>(1)</sup> of this Tariff.

(D)

**Limited Service Relief Area**



**Figure 2**

<sup>(1)</sup> 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 [ww.att.com/guidebook](http://ww.att.com/guidebook).

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ACCESS SERVICE

31. Metropolitan Statistical Area Access Services (Cont'd)

31.4 Rate Regulations (Cont'd)

(D) Figure 4 illustrates a service provided from two MSAs with one MSA located in a Full Service Relief Area and one MSA located in a Non-Relief Area. The rates and charges for local channels and optional features located in the Full Service Relief Area are obtained as stated in 31.4(A) preceding.

Interoffice channels between a Full Service Relief Area and a Non-Relief Area are rated the same as that of an interoffice channel in a Non-Relief Area.

Rates and charges for local channels, interoffice channels and optional features in a Non-Relief Area are obtained in Sections 6.8.2(A), 6.8.2(B), 6.8.2(G) (1), 6.8.2(K), Section 7 and Section 20 <sup>(1)</sup> of this Tariff.

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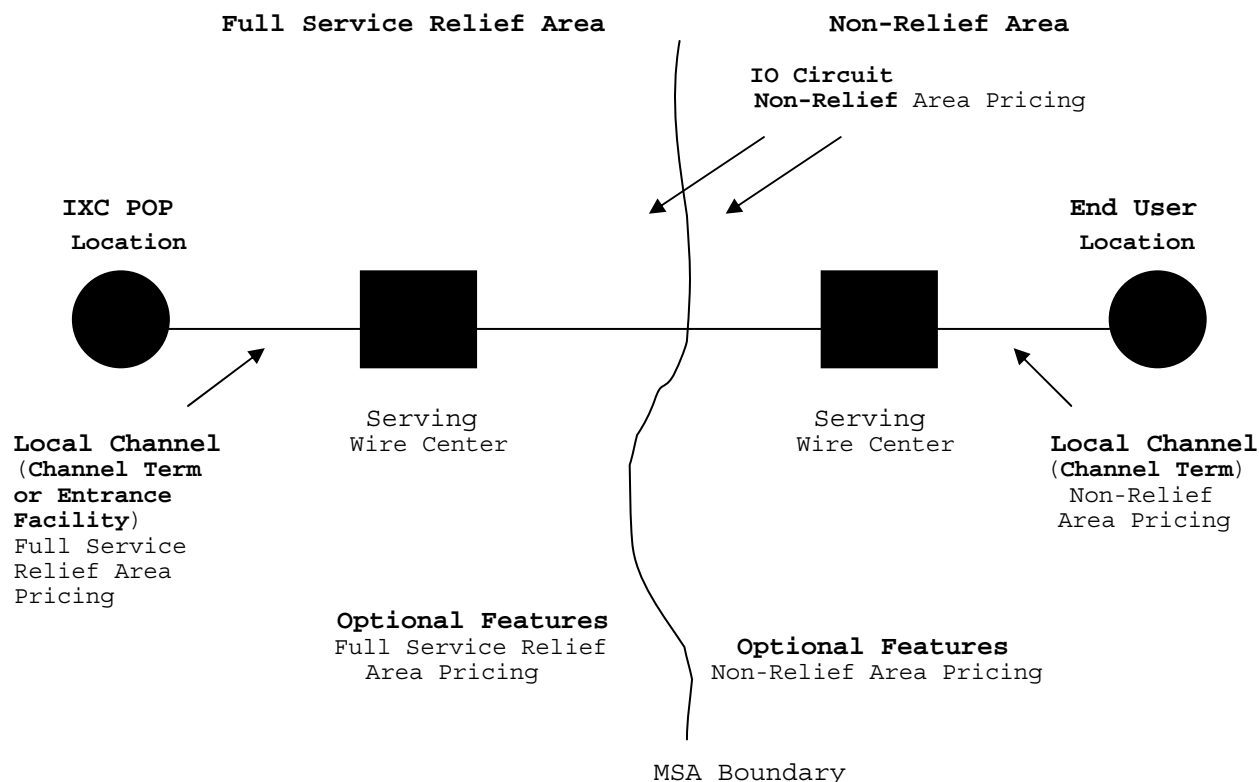


Figure 4

<sup>(1)</sup> 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 [ww.att.com/guidebook](http://ww.att.com/guidebook).

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31. Metropolitan Statistical Area Access Services (Cont'd)

31.4 Rate Regulations (Cont'd)

(E) Figure 5 illustrates service provided from two MSAs with one MSA located in a Limited Service Relief Area and one MSA located in a Non-Relief Area. The rates and charges for local channels and optional features located in the Limited Service Relief Area are obtained as stated in 31.4(B) preceding.

Interoffice channels between a Limited Service Relief Area and a Non-Relief Area are rated the same as that of an interoffice channel in a Non-Relief Area.

Rates and charges for local channels, interoffice channels and optional features in a Non-Relief Area are obtained in Sections 6.8.2(A), 6.8.2(B), 6.8.2(G) (1), 6.8.2(K), Section 7 and Section 20 <sup>(1)</sup> of this Tariff.

(D)

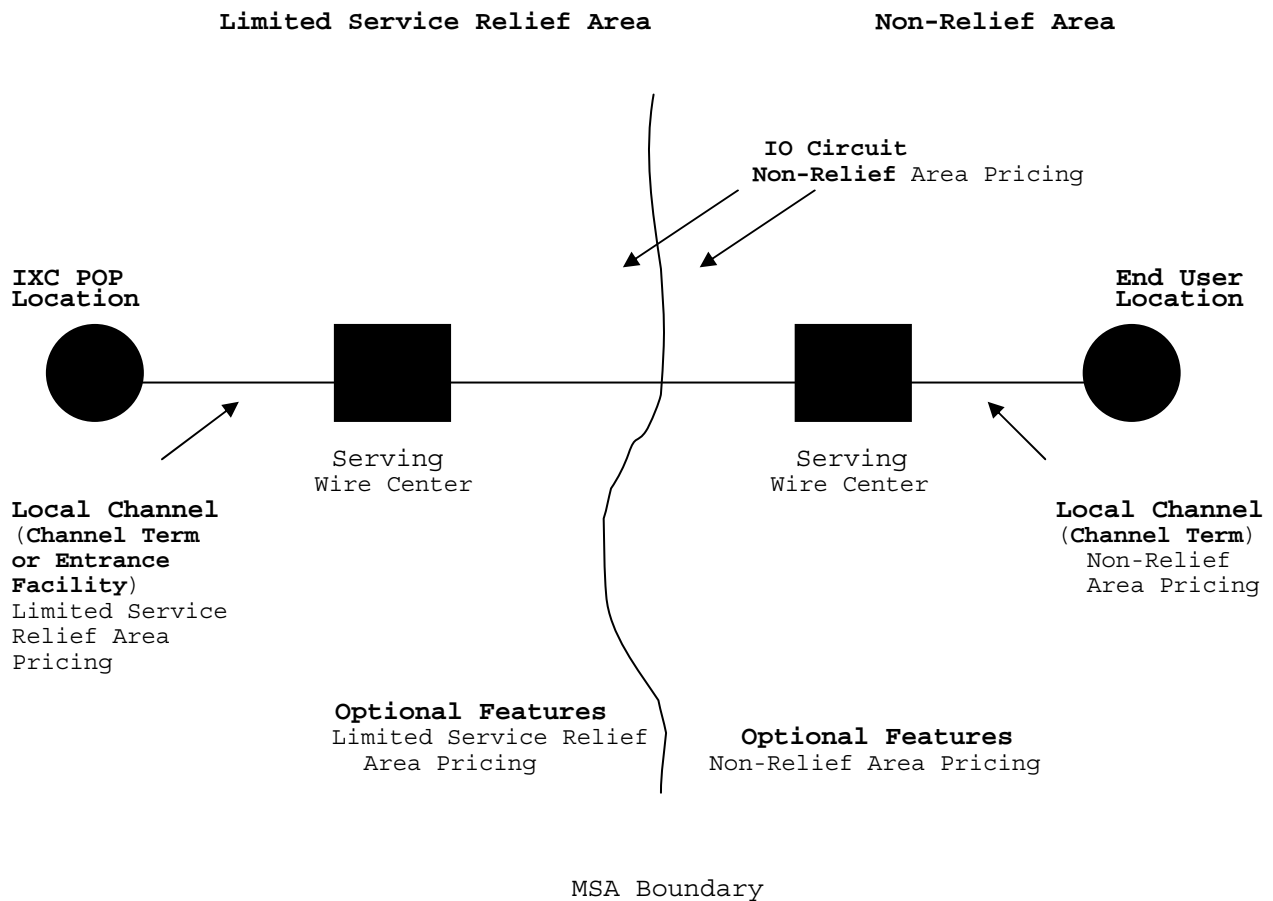


Figure 5

<sup>(1)</sup> 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 [ww.att.com/guidebook](http://ww.att.com/guidebook).

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31. Metropolitan Statistical Area Access Services (Cont'd)

31.4 Rate Regulations (Cont'd)

(F) (Cont'd)

TABLE A (Cont'd)

SW/SP**	ZN Description	Rate	Rates Effective
SP	2 DS3x12 Chan Term - 3 Yr W/Term Eqpt	\$9,240.00	July 3, 2001
SP	2 DS3 Chan Term - 5 Yr W/Term Eqpt	\$970.00	July 3, 2001
SP	2 DS3 Chan Term - 5 Yr W/O Term Eqpt	\$970.00	July 3, 2001
SP	2 DS3x3 Chan Term - 5 Yr W/Term Eqpt	\$2,619.00	July 3, 2001
SP	2 DS3x12 Chan Term - 5 Yr W/Term Eqpt	\$8,148.00	July 3, 2001
SP	3 DS3 Chan Term - 3 Yr W/Term Eqpt	\$1,150.00	July 3, 2001
SP	3 DS3 Chan Term - 3 Yr W/O Term Eqpt	\$1,150.00	July 3, 2001
SP	3 DS3x3 Chan Term - 3 Yr W/Term Eqpt	\$3,105.00	July 3, 2001
SP	3 DS3x12 Chan Term - 3 Yr W/Term. Eqpt	\$9,660.00	July 3, 2001
SP	3 DS3 Chan Term - 5 Yr W/Term Eqpt	\$990.00	July 3, 2001
SP	3 DS3 Chan Term - 5 Yr W/O Term Eqpt	\$990.00	July 3, 2001
SP	3 DS3x3 Chan Term - 5 Yr W/Term Eqpt	\$2,673.00	July 3, 2001
SP	3 DS3x12 Chan Term - 5 Yr W/Term Eqpt	\$8,316.00	July 3, 2001
SP	BCS OC3 MIL fixed-MO-1 Yr	\$1,600.00	July 3, 2001
SP	BCS OC3 MIL fixed-MO-3 Yr	\$1,400.00	July 3, 2001
SP	BCS OC3 MIL fixed-MO-5 Yr	\$1,100.00	July 3, 2001
SP	BCS OC3 Collocation Transport-fixed-1Yr OPP	\$1,600.00	July 3, 2001
SP	BCS OC3 Collocation Transport-fixed-3Yr OPP	\$1,400.00	July 3, 2001
SP	BCS OC3 Collocation Transport-fixed-5Yr OPP	\$1,100.00	July 3, 2001
(1)			
(1)			
SP	SONET R&ACC CO NODE - DED RING 155 MBPS(OC3)5 Yr	\$1,300.00	May 18, 2002
SP	SONET R&ACC CO NODE - DED RING 622 MBPS(OC12)5 Yr	\$1,550.00	May 18, 2002
SP	SONET R&ACC CO NODE - DED RING 2.4 GBPS(OC48)5 Yr	\$3,600.00	May 18, 2002
SP	SONET R&ACC PREM NODE FOR DED RING 155 MBPS(OC3)5 Yr	\$1,400.00	May 18, 2002
SP	SONET R&ACC PREM NODE FOR DED RING 622 MBPS(OC12)5 Yr	\$1,800.00	May 18, 2002
SP	SONET R&ACC PREM NODE FOR DED RING 2.4 GBPS(OC48)5 Yr	\$4,450.00	May 18, 2002
SP	SONET R&ACC PREM ACC PORT 45 MBPS(DS3)5 Yr	\$145.00	May 18, 2002

(D)  
(D)

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\*\*SW=Switched Access Service, SP=Special Access Service.

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ACCESS SERVICE

31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Service (Cont'd)

31.5.2.5 Video Services

(A) Channel Termination

- Per point of termination

	<u>USOC</u>	<u>Monthly Rates</u>	<u>Daily Rates</u>
(1) Analog			
- TV-1 or 2	(TMEV1)	\$500.00	\$125.00
- 4TV-5	(TMEV4)	500.00	125.00
- 6TV-5	(TMEV6)	500.00	125.00
- TV-15	(TMEV5)	500.00	125.00
(2) Advanced Broadcast			
- TV1D	(TMEV7)	900.00	225.00
- TVD	(TMEV8)	500.00	125.00
(3) Component Digital			
- TV1E	(TMEV9)	950.00	237.50

(4) <sup>(1)</sup>

(D)

(B) Channel Mileage

(1) Analog, Advanced Broadcast, Component Digital Services

	<u>USOC</u>	<u>Monthly Rates</u>		<u>Daily Rates</u>	
		<u>Fixed</u>	<u>Per Mile</u>	<u>Fixed</u>	<u>Per Mile</u>
0	1L5XX/1L5	\$300.00	None	\$ 75.00	None
Over 0	1L5XX/1L5	550.00	None	137.50	None

<sup>(1)</sup> 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. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at [www.att.com/guidebook](http://www.att.com/guidebook).

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31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Service (Cont'd)

31.5.2.5 Video Service (Cont'd)

(B) Channel Mileage (Cont'd)

(2) <sup>(1)</sup> (D)

	<u>USOC</u>	<u>Nonrecurring Charge</u>	
(C) Service to Service Through Connect - TV-1 <sup>(1)</sup>	BCSTC	\$160.00	(D)

(D) Optional Features and Functions

	<u>USOC</u>	<u>Monthly Nonrecurring Rate</u>	<u>Daily Nonrecurring Rate Charge</u>	
(1) <sup>(1)</sup>				(D)
(2) <sup>(1)</sup>				(D)
(3) Hubbing Arrangements - Analog, Advanced Broadcast, Component Digital <sup>(1)</sup>				(D)

	<u>USOC</u>	<u>Nonrecurring Charge</u>
- Full-time to Full-time	B5N6F/BCSWV	\$ 18.95
- Full-time to Part-time	B5N6F/BCSWV	18.95
- Part-time to Part-time	B5N6F/BCSWV	18.95

(4) Video Access 30 Minutes or

- Shared	<u>USOC</u> BCSW2	<u>Fraction Thereof</u> \$20.00
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<sup>(1)</sup> See footnote (1) on page 31-33

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ACCESS SERVICE

31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Service (Cont'd)

31.5.2.5 Video Service (Cont'd)

(E) <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 31-33

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31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Service (Cont'd)

31.5.2.5 Video Service (Cont'd)

(E) <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 31-33

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31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Service (Cont'd)

31.5.2.12 <sup>(1)</sup> (D)

<sup>(1)</sup> 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. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at [www.att.com/guidebook](http://www.att.com/guidebook).

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31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Service (Cont'd)

31.5.2.12 <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 31-79.1

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31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Service (Cont'd)

31.5.2.12 <sup>(1)</sup> (D)

<sup>(1)</sup> See footnote (1) on page 31-79.1

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31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Service (Cont'd)

31.5.2.12 <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 31-79.1

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31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Service (Cont'd)

31.5.2.12 <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 31-79.1

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31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Service (Cont'd)

31.5.2.12 <sup>(1)</sup> (D)

<sup>(1)</sup> See footnote (1) on page 31-79.1

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31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Service (Cont'd)

31.5.2.12 <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 31-79.1

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31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Service (Cont'd)

31.5.2.12.1 <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 31-79.1

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ACCESS SERVICE

31. Metropolitan Statistical Area Access Service (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Service (Cont'd)

31.5.2.12.1 <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 31-79.1

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31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Service (Cont'd)

31.5.2.12.1 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 31-79.1

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ACCESS SERVICE

31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Service (Cont'd)

31.5.2.12.1 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 31-79.1

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ACCESS SERVICE

31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Service (Cont'd)

31.5.2.12.1 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 31-79.1

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ACCESS SERVICE

31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.13 <sup>(1)</sup>

(D)

<sup>(1)</sup> 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. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at [www.att.com/guidebook](http://www.att.com/guidebook).

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ACCESS SERVICE

31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.13 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 31-82.1

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ACCESS SERVICE

31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.13 <sup>(1)</sup> (D)

<sup>(1)</sup> See footnote (1) on page 31-82.1

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31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.13 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 31-82.1

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31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.13 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 31-82.1

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31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.13 <sup>(1)</sup> (D)

<sup>(1)</sup> See footnote (1) on page 31-82.1

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31. Metropolitan Statistical Area Access Services (Cont'd)

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31.5.2.13 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 31-82.1

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ACCESS SERVICE

31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.13 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 31-82.1

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31.5.2 Special Access Services (Cont'd)

31.5.2.13 <sup>(1)</sup> (D)

<sup>(1)</sup> See footnote (1) on page 31-82.1

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31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.13 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 31-82.1

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31.5.2.13 <sup>(1)</sup> (D)

<sup>(1)</sup> See footnote (1) on page 31-82.1

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31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.13 <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 31-82.1

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31. Metropolitan Statistical Access Area Services (Cont'd)

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31.5.2 Special Access Services (Cont'd)

31.5.2.14 <sup>(1)</sup>

(D)

<sup>(1)</sup> 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. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at [www.att.com/guidebook](http://www.att.com/guidebook).

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31. Metropolitan Statistical Access Area Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.14 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 31-82.13

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31. Metropolitan Statistical Access Area Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.14 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 31-82.13

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ACCESS SERVICE

31. Metropolitan Statistical Access Area Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.15 <sup>(1)</sup>

(D)

<sup>(1)</sup> 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. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at [www.att.com/guidebook](http://www.att.com/guidebook).

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31. Metropolitan Statistical Access Area Services (Cont'd)

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31.5.2 Special Access Services (Cont'd)

31.5.2.15 <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 31-82.14

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31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.15 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 31-82.14

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31. Metropolitan Statistical Access Area Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.15<sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 31-82.14

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31. Metropolitan Statistical Access Area Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.15 <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 31-82.14

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31.5.2 Special Access Services (Cont'd)

31.5.2.15 <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 31-82.14

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31. Metropolitan Statistical Access Area Services (Cont'd)

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31.5.2 Special Access Services (Cont'd)

31.5.2.16 <sup>(1)</sup> (D)

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31. Metropolitan Statistical Access Area Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.16 <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 31-82.20

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31. Metropolitan Statistical Access Area Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.16 <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 31-82.20

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31. Metropolitan Statistical Access Area Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.16 <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 31-82.20

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31. Metropolitan Statistical Access Area Services (Cont'd)

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31.5.2 Special Access Services (Cont'd)

31.5.2.16 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 31-82.20

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31. Metropolitan Statistical Access Area Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.17 <sup>(1)</sup>

(D)

<sup>(1)</sup> 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. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at [www.att.com/guidebook](http://www.att.com/guidebook).

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31. Metropolitan Statistical Access Area Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.17 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 31-82.25

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31. Metropolitan Statistical Access Area Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.17 <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 31-82.25

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31. Metropolitan Statistical Access Area Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.17 <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 31-82.25

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31. Metropolitan Statistical Access Area Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.2 Special Access Services (Cont'd)

31.5.2.17 <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 31-82.25

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31. Metropolitan Statistical Area Access Services (Cont'd)31.5 Rates and Charges (Cont'd)31.5.4 Vintage Rates(A) General Regulations

Term pricing plan vintage rates are those rates that apply to existing services provided under a term pricing plan in the event that the Telephone Company initiates a rate increase. Vintage rates as set forth following are classified as vintage because the Telephone Company ensures that rates provided under the term pricing plan will not be increased by the Telephone Company above the term pricing plan rate in effect at the beginning of the customer's term pricing plan term.

(B) <sup>(1)</sup>

(D)

<sup>(1)</sup> 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. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at [www.att.com/guidebook](http://www.att.com/guidebook).

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31. Metropolitan Statistical Area Access Services (Cont'd)

31.5 Rates and Charges (Cont'd)

31.5.4 Vintage Rates (Cont'd)

(B) <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 31-83.1

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<sup>(1)</sup> See footnote (1) on page 32-1

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings33.1 Contract Offering No. 1 - <sup>(1)</sup> Win-Back Discount Offer

(D)

33.1.1 General Description

<sup>(1)</sup> Win-Back Discount Offer is an access discount plan that provides Customers with a discount on recurring rates for OC-3, OC-12, OC-48 and <sup>(1)</sup> services that meet the eligibility criteria described in Section 33.1.2 (C), below. Discounts vary based on the schedule below as explained in Section 33.1.4(C). This contract offering is only available in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) as listed in Section 33.1.3(B) (1).

(D)

(D)

33.1.2 Services Available Under <sup>(1)</sup> Win-Back Discount Offer

(A) <sup>(1)</sup> Win-Back Offer applies to pricing-flexibility-qualified access services contained in the following respective tariff sections when they meet the eligibility criteria:

(D)

- Pacific Bell OC-3 SONET Ring and Access Services - Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section 7.5.13 for Phase 1 MSAs, or Section 31.5.2.10 for Phase 2 MSAs
- Pacific Bell OC-12 SONET Ring and Access Services - Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section 7.5.13 for Phase 1 MSAs, or Section 31.5.2.10 for Phase 2 MSAs
- Pacific Bell OC-48 SONET Ring and Access Services - Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section 7.5.13 for Phase 1 MSAs, or Section 31.5.2.10 for Phase 2 MSAs
- <sup>(1)</sup>

(D)

(B) All terms and conditions for the qualified services listed above are governed by the respective tariff sections except as noted herein.

(C) The following eligibility criteria must be met in order to receive the <sup>(1)</sup> Win-Back Offer discount:

(D)

- Service must be a pricing flexibility qualified <sup>(1)</sup> service listed in 33.1.2(A)
- Service must be located in an MSA listed in 33.1.3(B) (1)
- Customer must convert a minimum of 3 DS3s or equivalent capacity service that is provided by a carrier other than Pacific Bell Telephone Company or one of its affiliates (either directly or through resale)
- Customer must present documentation described in 33.1.3(B) (3) to demonstrate that an equivalent capacity service is currently provided by a carrier other than Pacific Bell Telephone Company.

<sup>(1)</sup> Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 1 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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33. Pricing Flexibility Contract Offerings (Cont'd)33.1 Contract Offering No. 1 - <sup>(1)</sup> Win-Back Discount Offer (Cont'd) (D)33.1.2 Services Available Under <sup>(1)</sup> Win-Back Discount Offer (Cont'd) (D)(C) The following eligibility criteria must be met in order to receive the <sup>(1)</sup> Win-Back Offer discount: (Cont'd)

- Customer must fill at least 50% of the capacity on a service provided under this <sup>(1)</sup> Win-Back Discount Offer with eligible Win-Back service. (D)

33.1.3 <sup>(1)</sup> Win-Back Discount Offer Terms and Conditions (D)(A) Term Period (D)

The contract term is either three (3) or five (5) years commencing on the date that Customer service installation is completed by the Telephone Company. Billing commences five (5) days following the Telephone Company's completion of the service order. This offer is not renewable. At the expiration of Customer's contract term and if Customer elects to continue services, the Customer may select a payment option as described in Sections 7.5.13 and <sup>(1)</sup> for services purchased in Phase 1 MSAs or Sections 31.5.2.10 and <sup>(1)</sup> for services purchased in Phase 2 MSAs. (D)

(B) Terms and Conditions (D)

(1) This contract offering is only available for circuits located in the following Metropolitan Statistical Areas:

- Phase 1 Pricing Flexibility MSAs: Los Angeles/Long Beach, California
- Phase 2 Pricing Flexibility MSAs: Sacramento, San Diego, San Francisco/Oakland and San Jose, California

(2) This contract offering is only available January 2, 2002 through April 2, 2002.

(3) Documentation required by the eligibility criteria described in 33.1.2(C) includes (but is not limited to) invoices, circuit detail records, or coordinated orders to move the service.

(4) If customer should discontinue this service during the term of this agreement termination charges will apply in accordance with Section 33.1.5.

(5) Customer agrees to order this service in accordance with the regulations set forth in Section 5.

(6) Customer may not migrate existing SBC provided services for at least six months from the date of the first bill onto services purchased under <sup>(1)</sup> Win-Back discount offer. (D)<sup>(1)</sup> See footnote (1) on page 33-1

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33. Pricing Flexibility Contract Offerings (Cont'd)

33.1 Contract Offering No. 1 - <sup>(1)</sup> Win-Back Discount Offer (Cont'd) (D)

33.1.4 <sup>(1)</sup> Win-Back Discount Offer Billing Discounts (D)

(A) General (D)

There are two types of <sup>(1)</sup> Win-Back Discounts available:

(1) Discounts applied to non-MVP Customers as in Section 33.1.4(C)(1)

(2) Discounts applied to Customers who are MVP Customers as in Section 33.1.4(C)(2)

(B) Application

The discounts provided under this contract tariff commence with the first bill after the service has been installed and are applied as a credit toward the qualifying circuits on the Customer's access service bill. Monthly billing credits will be issued for every month the Customer maintains services purchased under the <sup>(1)</sup> Win-Back discount offer. (D)

(C) Term Discounts

(1) Discounts for Non-MVP Customers

These discounts are applied to the recurring rates for the <sup>(1)</sup> Win-Back services defined in Sections 7.5.13 and <sup>(1)</sup> for Phase 1 MSAs, or Sections 31.5.2.10 and <sup>(1)</sup> for Phase 2 MSAs. Discounts do not apply to the nonrecurring charges found in Sections 7.5.13 and <sup>(1)</sup> for Phase 1 MSAs, or Sections 31.5.2.10 and <sup>(1)</sup> for Phase 2 MSAs. (D)

Service	36 Month Term	60 Month Term
OC-3	3%	5%
OC-12	5%	8%
OC-48	7%	10%
<sup>(1)</sup>	9%	12%

Example: A Customer meets the eligibility criteria for an OC-12 <sup>(1)</sup> located in a Phase 2 MSA and requests a 36 month term. The <sup>(1)</sup> system monthly rate is calculated based on the rates in Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section 31.5.2.10. For illustrative purposes assume the monthly rate is \$10,000. The discount calculation is applied as follows: \$10,000 X .05 = \$500 discount. The Customer's bill would reflect the OC-12 SONET ring discount by charging a rate of \$9,500. (D)

<sup>(1)</sup> See footnote (1) on page 33-1

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offering (Cont'd)33.1 Contract Offering No. 1 - <sup>(1)</sup> Win-Back Discount Offer (Cont'd) (D)33.1.4 <sup>(1)</sup> Win-Back Discount Offer Billing Discounts (Cont'd) (D)(C) Term Discounts (Cont'd)(2) Discounts for MVP Customers

MVP Customers will receive a 50% discount on recurring rates for the first two billing periods services taken under the <sup>(1)</sup> Win-Back Discount offer. In subsequent months, MVP Customers will receive a <sup>(1)</sup> Win-Back Discount Offer discount percentage equivalent to their current MVP discount percentage as defined in the MVP discount schedule contained in Section 22. <sup>(1)</sup> Win-Back Discount Offer discounts do not apply to the nonrecurring charges found in Sections 7.5.13 and <sup>(1)</sup> for Phase 1 MSAs, or Sections 31.5.2.10 and <sup>(1)</sup> for Phase 2 MSAs. Revenues generated from this <sup>(1)</sup> Win-Back Discount Offer do not apply to the Customer's committed monthly MARC contained in Section 22.3(C)1. Further, these revenues are not included in the Monthly Access Revenue as defined in Section 22.3(D). If the Customer elects to include the revenues from services purchased under the <sup>(1)</sup> Win-Back Discount Offer in their MARC re-establishment calculation, no additional discounts will be provided on the Win-Back circuits. If the MVP Customer subscribing to this contract offering at any point during the contract term becomes a non-MVP Customer, the services purchased under the <sup>(1)</sup> Win-Back Discount Offer will begin receiving the Win-Back discounts for non-MVP Customers as stated in Section 33.1.4 (C) (1) for the remaining Win-Back contract term.

Example: The MVP Customer subscribes to the <sup>(1)</sup> Win-Back Discount Offer in April for an OC-3 SONET ring located in a Phase 2 MSA. The Customer is in the second year of the MVP contract receiving a discount of 11%. The OC-3 <sup>(1)</sup> first monthly bill begins in May. The Customer's bill in June will bill 50% of the monthly bill for the OC-3 ring for services provided in May. The Customer's bill in July will bill 50% of the monthly bill for the OC-3 ring for services provided in June. Beginning with the August bill the OC-3 ring would receive an 11% discount. The discount is based on the recurring monthly bill for the OC-3 ring as applied in Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section 31.5.2.10.

<sup>(1)</sup> See footnote (1) on page 33-1

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## ACCESS SERVICE

33.Pricing Flexibility Contract Offering (Cont'd)33.1 Contract Tariff No. 1 - <sup>(1)</sup> Win-Back Discount Offer (Cont'd)

(D)

33.1.5 Termination Liability

The termination language contained below applies in lieu of termination liability language contained in Section 7.4.16. If a Customer terminates services before the completion of the term for any reason whatsoever other than a service interruption, the Customer agrees to pay to the Telephone Company termination liability charges described below. These charges shall become due as of the effective date of the cancellation or termination and are payable as described in Section 7.4.16. Customer's termination liability for cancellation of service shall be equal to:

(A) All nonrecurring charges associated with services purchased under the <sup>(1)</sup> Win-Back Discount Offer that were waived in accordance with Section 7.5.13, Section <sup>(1)</sup>, Section 31.5.2.10 and Section <sup>(1)</sup> must be re-paid, plus;

(D)

(D)

(B) 50% of all recurring charges for the balance of the Customer's term.

The termination charge for all payment plan terms will be calculated as follows:

(monthly recurring rate) multiplied by (months remaining in billing) multiplied by (termination percentage of fifty percent)

Example: A Customer with a \$20,000 monthly rate terminates service after two years and has twelve months remaining in a three-year term payment plan. The termination liability would be calculated as:

$$\$20,000 \times 12 \times 50\% = \$120,000 \text{ termination charge.}$$

<sup>(1)</sup> See footnote (1) on page 33-1

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings33.2 Contract Offering No. 2 - <sup>(1)</sup> Win-Back Discount Offer

(D)

33.2.1 General Description

<sup>(1)</sup> Win-Back Discount Offer is an access discount plan that provides Customers with a discount on recurring rates for OC-3, OC-12, OC-48 and <sup>(1)</sup> services that meet the eligibility criteria described in Section 33.2.2 (C), below. Discounts vary based on the schedule below as explained in Section 33.2.4(C). This contract offering is only available in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) as listed in Section 33.2.3(B)(1).

(D)

33.2.2 Services Available Under <sup>(1)</sup> Win-Back Discount Offer

(D)

(A) <sup>(1)</sup> Win-Back Offer applies to pricing-flexibility-qualified access services contained in the following respective tariff sections when they meet the eligibility criteria:

(D)

(D)

- Pacific Bell OC-3 SONET Ring and Access Services - Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section 7.5.13 for Phase 1 MSAs, or Section 31.5.2.10 for Phase 2 MSAs
- Pacific Bell OC-12 SONET Ring and Access Services - Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section 7.5.13 for Phase 1 MSAs, or Section 31.5.2.10 for Phase 2 MSAs
- Pacific Bell OC-48 SONET Ring and Access Services - Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section 7.5.13 for Phase 1 MSAs, or Section 31.5.2.10 for Phase 2 MSAs
- <sup>(1)</sup>

(D)

(B) All terms and conditions for the qualified services listed above are governed by the respective tariff sections except as noted herein.

(C) The following eligibility criteria must be met in order to receive the <sup>(1)</sup> Win-Back Offer discount:

(D)

- Service must be a pricing flexibility qualified <sup>(1)</sup> service listed in 33.2.2(A)
- Service must be located in an MSA listed in 33.2.3(B)(1)
- Customer must convert a minimum of 3 DS3s or equivalent capacity service that is provided by a carrier other than Pacific Bell Telephone Company or one of its affiliates (either directly or through resale)
- Customer must present documentation described in 33.2.3(B)(3) to demonstrate that an equivalent capacity service is currently provided by a carrier other than Pacific Bell Telephone Company.

<sup>(1)</sup> Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 2 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.2 Contract Offering No. 2 - <sup>(1)</sup> Win-Back Discount Offer (Cont'd) (D)33.2.2 Services Available Under <sup>(1)</sup> Win-Back Discount Offer  
(Cont'd) (D)(C) The following eligibility criteria must be met in order to receive the <sup>(1)</sup> Win-Back Offer discount: (Cont'd) (D)

- Customer must fill at least 50% of the capacity on a service provided under this <sup>(1)</sup> Win-Back Discount Offer with eligible Win-Back service. (D)

33.2.3 <sup>(1)</sup> Win-Back Discount Offer Terms and Conditions(A) Term Period

The contract term is either three (3) or five (5) years commencing on the date that Customer service installation is completed by the Telephone Company. Billing commences five (5) days following the Telephone Company's completion of the service order. This offer is not renewable. At the expiration of Customer's contract term and if Customer elects to continue services, the Customer may select a payment option as described in Sections 7.5.13 and <sup>(1)</sup> for services purchased in Phase 1 MSAs or Sections 31.5.2.10 and <sup>(1)</sup> for services purchased in Phase 2 MSAs. (D)

(B) Terms and Conditions

(1) This contract offering is only available for circuits located in the following Metropolitan Statistical Areas:

- Phase 1 Pricing Flexibility MSAs: Los Angeles/Long Beach, California
- Phase 2 Pricing Flexibility MSAs: Sacramento, San Diego, San Francisco/Oakland and San Jose, California

(2) This contract offering is only available April 30, 2002 through July 28, 2002.

(3) Documentation required by the eligibility criteria described in 33.2.2(C) includes (but is not limited to) invoices, circuit detail records, or coordinated orders to move the service.

(4) If customer should discontinue this service during the term of this agreement termination charges will apply in accordance with Section 33.2.5.

(5) Customer agrees to order this service in accordance with the regulations set forth in Section 5.

(6) Customer may not migrate existing SBC provided services for at least six months from the date of the first bill onto services purchased under <sup>(1)</sup> Win-Back discount offer. (D)<sup>(1)</sup> See footnote (1) on page 33-6

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33. Pricing Flexibility Contract Offerings (Cont'd)

33.2 Contract Offering No. 2 - <sup>(1)</sup> Win-Back Discount Offer (Cont'd) (D)

33.2.4 <sup>(1)</sup> Win-Back Discount Offer Billing Discounts (D)

(A) General

There are two types of <sup>(1)</sup> Win-Back Discounts available: (D)

(1) Discounts applied to non-MVP Customers as in Section 33.2.4(C)(1)

(2) Discounts applied to Customers who are MVP Customers as in Section 33.2.4(C)(2)

(B) Application

The discounts provided under this contract tariff commence with the first bill after the service has been installed and are applied as a credit toward the qualifying circuits on the Customer's access service bill. Monthly billing credits will be issued for every month the Customer maintains services purchased under the <sup>(1)</sup> Win-Back discount offer. (D)

(C) Term Discounts

(1) Discounts for Non-MVP Customers

These discounts are applied to the recurring rates for the <sup>(1)</sup> Win-Back services defined in Sections 7.5.13 and <sup>(1)</sup> for Phase 1 MSAs, or Sections 31.5.2.10 and <sup>(1)</sup> for Phase 2 MSAs. Discounts do not apply to the nonrecurring charges found in Sections 7.5.13 and <sup>(1)</sup> for Phase 1 MSAs, or Sections 31.5.2.10 and <sup>(1)</sup> for Phase 2 MSAs. (D)

Service	36 Month Term	60 Month Term
OC-3	5%	8%
OC-12	7%	11%
OC-48	9%	13%
<sup>(1)</sup>	11%	15%

(D)

Example: A Customer meets the eligibility criteria for an OC-3 <sup>(1)</sup> located in a Phase 2 MSA and requests a 36 month term. The <sup>(1)</sup> system monthly rate is calculated based on the rates in Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section 31.5.2.10. For illustrative purposes assume the monthly rate is \$10,000. The discount calculation is applied as follows: \$10,000 X .05 = \$500 discount. The Customer's bill would reflect the OC-3 <sup>(1)</sup> discount by charging a rate of \$9,500. (D)

<sup>(1)</sup> See footnote (1) on page 33-6

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## ACCESS SERVICE

33.Pricing Flexibility Contract Offering (Cont'd)33.2 Contract Tariff No. 2 - <sup>(1)</sup> Win-Back Discount Offer (Cont'd)

(D)

33.2.5 Termination Liability

The termination language contained below applies in lieu of termination liability language contained in Section 7.4.16. If a Customer terminates services before the completion of the term for any reason, the Customer agrees to pay to the Telephone Company termination liability charges described below. These charges shall become due as of the effective date of the cancellation or termination and are payable as described in Section 7.4.16. Customer's termination liability for cancellation of service shall be equal to:

- (A) All nonrecurring charges associated with services purchased under the <sup>(1)</sup> Win-Back Discount Offer that were waived in accordance with Section 7.5.13, Section <sup>(1)</sup>, Section 31.5.2.10 and Section <sup>(1)</sup> must be re-paid, plus; (D)  
(D)  
(D)
- (B) 50% of all recurring charges for the balance of the Customer's term.

The termination charge for all payment plan terms will be calculated as follows:

(monthly recurring rate) multiplied by (months remaining in billing) multiplied by (termination percentage of fifty percent)

Example: A Customer with a \$20,000 monthly rate terminates service after two years and has twelve months remaining in a three-year term payment plan. The termination liability would be calculated as:

$$\$20,000 \times 12 \times 50\% = \$120,000 \text{ termination charge.}$$

<sup>(1)</sup> See footnote (1) on page 33-6

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## ACCESS SERVICE

33. <sup>(1)</sup>

(D)

(1) Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 4 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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Issued: January 24, 2008

Effective: February 8, 2008

Four AT&T Plaza, Dallas, Texas 75202

ACCESS SERVICE

33. <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 33-24

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Four AT&T Plaza, Dallas, Texas 75202

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 33-24

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 33-24

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 33-24

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.17 Contract Offering No. 17 - <sup>(1)</sup> Capacity Offer (D)33.17.1 General Description

<sup>(1)</sup> Capacity Offer ("Contract Offer No. 17") is an access discount plan that permits Customers located in Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay a flat monthly rate for a package of new and renewed services that include a new <sup>(1)</sup> Service and four (4) existing OC-48 SONET Ring and Access Services (SRAS). As an example, a Customer renews four (4) existing OC-48 SRAS, orders a new <sup>(1)</sup> and pays a flat monthly rate for all five. (D)

The OC-48 SRAS are eligible if those services meet the eligibility criteria listed in Section 33.17.2(C), below. The flat monthly rate is available based on the terms and conditions contained in Section 33.17.3(B). This Contract Offer No. 17 is available in the MSAs listed in Section 33.17.3(B) (1). (D)

33.17.2 Services Available Under <sup>(1)</sup> Capacity Offer

(A) Contract Offer No. 17 applies to pricing-flexibility-qualified access services contained in the following tariff sections: (D)

- <sup>(1)</sup>;
- Pacific Bell OC-48 SONET Ring and Access Services - Tariff F.C.C. No. 1, Section 31.5.2.10.

(B) All terms and conditions for the qualified service listed above are governed by the respective tariff sections except as noted herein.

(C) The following eligibility criteria must be met in order to receive the Contract Offer No. 17 discount:

- Service must be a pricing-flexibility-qualified service listed in Section 33.17.2(A);
- Service must be located in an MSA listed in Section 33.17.3(B) (1);
- Customer must renew four (4) existing OC-48 SRAS and purchase a new <sup>(1)</sup> to qualify for this service offering; (D)
- Customer agrees to a renewal of not greater than fifty (50) <sup>(1)</sup> on the existing four (4) OC-48 SRAS in contiguous MSAs; (D)
- All services placed under the terms of this contract offering must be located within contiguous MSAs.

<sup>(1)</sup> Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 17 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.17 Contract Offering No. 17 - <sup>(1)</sup> Capacity Offer (Cont'd) (D)33.17.3 <sup>(1)</sup> Capacity Offer Terms and Conditions (D)(A) Term Period

The contract term is for ten (10) years commencing on the date the Customer subscribes to this Contract Offer No. 17. This offer is not renewable.

In year nine (9) of this Contract Offer No. 17, the Customer may terminate this contract offering without termination liability, to change services or service pricing into any offering available for the products and services provided for under the current contract.

If at the expiration of Customer's contract term, Customer elects to continue service, Customer shall select from payment options in Section <sup>(1)</sup> for the <sup>(1)</sup> Service and Section 7.4.16 for SONET Ring and Access Service and be subject to the prevailing rates in Sections <sup>(1)</sup> and 31.5.2.10. If the Customer does not elect an option the Telephone Company will convert the Customer to the prevailing monthly extension rates. (D)

Rate stability under this contract term period applies only to the rates specific to Contract Offer No. 17 as listed in Section 33.17.4. Purchase of the services listed above under Contract Offer 17 are also subject to certain rates and charges in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 13-Additional Engineering, Additional Labor & Miscellaneous Services and 32-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 33.17.4), as applicable and such rates and charges may be modified through the filing of tariff changes at any time during the Term Period. (D)

<sup>(1)</sup> See footnote (1) on page 33-119

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.17 Contract Offering No. 17 - <sup>(1)</sup> Capacity Offer (Cont'd) (D)33.17.3 <sup>(1)</sup> Capacity Offer Terms and Conditions (Cont'd) (D)(A) Term Period (Cont'd)

Purchase of the services listed above under Contract Offer No. 17 are subject to the specific terms and conditions of Section 33.17.3(B) below. Purchase of the services listed above under Contract Offer No. 17 are also subject to general terms and conditions of F.C.C.Tariff No. 1 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 6-Switched Access Service, 7-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.

(B) Terms and Conditions

- (1) This Contract Offer No. 17 is only available for facilities located in the following Metropolitan Statistical Areas:
  - Phase 2 Pricing Flexibility MSAs: Bakersfield, Fresno, Los Angeles/Long Beach, Oxnard/Ventura, Sacramento, San Diego, San Francisco/Oakland, and San Jose, Santa Rosa, and Stockton, California
- (2) This Contract Offer No. 17 is only available July 2, 2003 through October 2, 2003.
- (3) If the Customer should discontinue service as defined in Section 33.17.2(C) under this Contract Offer No. 17 during the term of this agreement, termination charges will apply in accordance with Section 33.17.5.
- (4) Customer agrees to subscribe to the services available under this Contract Offer No. 17 in accordance with the regulations set forth in Section 5 - Ordering Options for Switched & Special Access Service.

<sup>(1)</sup> See footnote (1) on page 33-119

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.17 Contract Offering No. 17 - <sup>(1)</sup> Capacity Offer (Cont'd) (D)33.17.3 <sup>(1)</sup> Capacity Offer Terms and Conditions  
(Cont'd) (D)(B) Terms and Conditions (Cont'd)

- (5) Customer agrees to place access service order request for new <sup>(1)</sup> Service at time of subscription to this Contract Offer No. 17. (D)
- (6) Customer agrees to order a new <sup>(1)</sup> Service with a maximum of nine (9) <sup>(1)</sup>, 462 DS3 <sup>(1)</sup>, eight (8) <sup>(1)</sup> and can not exceed 107 airline miles as measured by V&H coordinate. New services added to the <sup>(1)</sup> other than stated above, will be subject to the tariff rates as contained in Section 31.5.2.10 for OC-48 SRAS or Section <sup>(1)</sup> for <sup>(1)</sup> Service. (D)
- (7) If after the Customer has signed the Telephone Company's Letter of Agreement-Firm Order Commitment (LOA-FOC), the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation. (D)
- (8) Customer agrees not to resell any capacity on services covered under this Contract Offer No. 17 to a third party. (D)
- (9) If special construction charges apply on the new<sup>(1)</sup> Service, the Customer agrees to pay those charges prior to the Telephone Company's construction of the facility. (D)
- (10) Customer will not be able to subscribe to any future contract offerings in Section 33 in conjunction with this Contract Offer No. 17 that might be offered by the Telephone Company for services covered under this Contract Offer No. 17. (D)

<sup>(1)</sup> See footnote (1) on page 33-119

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.17 Contract Offering No. 17 - <sup>(1)</sup> Capacity Offer (Cont'd) (D)33.17.3 <sup>(1)</sup> Capacity Offer Terms and Conditions (D)  
(Cont'd)(B) Terms and Conditions (Cont'd)

(11) Notwithstanding Section 10 above, if during the ten (10) year term of this Contract Offer No. 17, the Telephone Company tariff rates found in Section <sup>(1)</sup>, for an assembly of services that when combined together are equivalent to those being purchased under this Contract Offer No. 17, are, as a total charge to a Customer under Section<sup>(1)</sup>, less than the rates which would apply to those equivalent services under Section 33.17.4 of this Contract Offer No. 17, then upon written request of a Customer of this Contract Offer No. 17, the Telephone Company will bill the Customer the combined lower rate for the services being purchased under this Contract Offer No. 17. (D)

(12) Revenues under this Contract Offer No. 17 will not be eligible for inclusion in the Managed Value Plan (MVP) offering in Section 22. (D)

(13) If the Customer requests an upgrade of services covered under this Contract Offer No. 17, e.g. change in technology or increased bandwidth of existing service, those upgrades will be under the following conditions:

(A) The total value of the upgraded service must be equal to or greater than the total value of the remaining term of the existing contract.

(B) If the total value of the upgraded service is less than the total value of the remaining term of the existing contract, the Customer may make a one-time payment equal to the difference of the total contract values. This is payable before the requested upgrade is completed.

<sup>(1)</sup> See footnote (1) on page 33-119

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33. Pricing Flexibility Contract Offering (Cont'd)

33.17 Contract Offering No. 17 - <sup>(1)</sup> Capacity Offer (Cont'd)

(D)

33.17.5 Termination Liability

The termination language contained below applies in lieu of termination liability language contained in Section 7.4.16. If the Customer terminates services before the completion of the term for any reason, Customer agrees to pay to the Telephone Company termination liability charges as described below. These termination liability charges shall become due as of the effective date of the termination and are payable as described in Section 7.4.16. Customer's termination liability charges shall be equal to the following percentages of all recurring charges for the balance of the Customer's ten (10) year term:

YEAR	TL
1	75%
2	70%
3	65%
4	60%
5	55%
6	50%
7	45%
8	40%
9	35%
10	35%

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage %)

Example: A Customer with a \$268,725.00 monthly rate terminates service after eight (8) years and has twenty four (24) months remaining in a ten (10) year term plan. The termination liability charge would be calculated as:

Year	Month		Monthly Recurring		Termination Percentage	Termination Liability Charge
9	12	X	\$268,725	X	35%	\$1,128,645
10	12	X	\$268,725	X	35%	\$1,128,645
					<b>TOTAL</b>	<b>\$2,257,290</b>

<sup>(1)</sup> See footnote (1) on page 33-119

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## ACCESS SERVICE

## 33. Pricing Flexibility Contract Offerings (Cont'd)

33.18 Contract Offering No. 18 - <sup>(1)</sup> Capacity Offer (D)33.18.1 General Description

<sup>(1)</sup> Capacity Offer ("Contract Offer No. 18") is an access discount plan that permits Customers located in Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay a flat monthly rate for a package of new and renewed services that include a new <sup>(1)</sup> Service and sixteen (16) existing OC-48 SONET Ring and Access Services (SRAS). As an example, a Customer renews sixteen (16) existing OC-48 SRAS, orders a new <sup>(1)</sup> and pays a flat monthly rate for all seventeen. (D)

The OC-48 SRAS are eligible if those services meet the eligibility criteria listed in Section 33.18.2(C), below. The flat monthly rate is available based on the terms and conditions contained in Section 33.18.3(B). This Contract Offer No. 18 is available in the MSAs listed in Section 33.18.3(B) (1).

33.18.2 Services Available Under <sup>(1)</sup> Capacity Offer (D)

(A) Contract Offer No. 18 applies to pricing-flexibility-qualified access services contained in the following tariff sections:

- <sup>(1)</sup>;
- Pacific Bell OC-48 SONET Ring and Access Services - Tariff F.C.C. No. 1, Section 31.5.2.10. (D)

(B) All terms and conditions for the qualified service listed above are governed by the respective tariff sections except as noted herein.

(C) The following eligibility criteria must be met in order to receive the Contract Offer No. 18 discount:

- Service must be a pricing-flexibility-qualified service listed in Section 33.18.2(A);
- Service must be located in an MSA listed in Section 33.18.3(B) (1);
- Customer must renew sixteen (16) existing OC-48 SRAS and purchase a new <sup>(1)</sup> Service to qualify for this service offering; (D)
- Customer agrees to a renewal of not greater than one hundred and six (106) node on the existing sixteen (16) OC-48 SRAS in contiguous MSAs;
- All services placed under the terms of this contract offering must be located within contiguous MSAs.

<sup>(1)</sup> Material previously contained in this section has been deleted. DSRs services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 18 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commission's website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.18 Contract Offering No. 18 - <sup>(1)</sup> Capacity Offer (Cont'd) (D)33.18.3 <sup>(1)</sup> Capacity Offer Terms and Conditions (D)(A) Term Period

The contract Term Period is for ten (10) years commencing on the date the Customer subscribes to this Contract Offer No. 18. This offer is not renewable.

In year nine (9) of this Contract Offer No. 18, the Customer may terminate this Contract Offer No. 18 without incurring termination liability charges, to change services or service pricing into any offering available for the products and services provided for under the current contract.

If at the expiration of Customer's contract Term Period, Customer elects to continue service, Customer shall select from payment options in Section <sup>(1)</sup> for the <sup>(1)</sup> Service and Section 7.4.16 for SONENT Ring and Access Service and be subject to the prevailing rates in Sections <sup>(1)</sup> and 31.5.2.10. If the Customer does not elect an option, the Telephone Company will convert the Customer to the prevailing monthly extension rates. (D)

Rate stability under this contract Term Period applies only to the rates specific to Contract Offer No. 18 as listed in Section 33.18.4. Purchase of the services listed above under Contract Offer No. 18 are also subject to certain rates and charges in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 13-Additional Engineering, Additional Labor & Miscellaneous Services and 32-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 33.18.4), as applicable and such rates and charges may be modified through the filing of tariff changes at any time during the Term Period. (D)

<sup>(1)</sup> See footnote (1) on page 33-126

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.18 Contract Offering No. 18 - <sup>(1)</sup> Capacity Offer (Cont'd) (D)33.18.3 <sup>(1)</sup> Capacity Offer Terms and Conditions  
(Cont'd) (D)(A) Term Period (Cont'd)

Purchase of the services listed above under Contract Offer No. 18 are subject to the specific terms and conditions of Section 33.18.3(B) below. Purchase of the services listed above under Contract Offer No. 18 are also subject to general terms and conditions of F.C.C. Tariff No. 1 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 6-Switched Access Service, 7-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.

(B) Terms and Conditions

- (1) This Contract Offer No. 18 is only available for facilities located in the following Metropolitan Statistical Areas:
  - Phase 2 Pricing Flexibility MSAs: Bakersfield, Fresno, Los Angeles/Long Beach, Oxnard/Ventura, Sacramento, San Diego, San Francisco/Oakland, and San Jose, Santa Rosa, and Stockton, California
- (2) This Contract Offer No. 18 is only available July 2, 2003 through October 2, 2003.
- (3) If the Customer should discontinue service as defined in Section 33.18.2(C) under this Contract Offer No. 18 during the Term Period of this agreement, termination liability charges will apply in accordance with Section 33.18.5.
- (4) Customer agrees to subscribe to the services available under this Contract Offer No. 18 in accordance with the regulations set forth in Section 5 - Ordering Options for Switched & Special Access Service.

<sup>(1)</sup> See footnote (1) on page 33-126

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.18 Contract Offering No. 18 - <sup>(1)</sup> Capacity Offer (Cont'd)

(D)

33.18.3 <sup>(1)</sup> Capacity Offer Terms and Conditions  
(Cont'd)

(D)

(B) Terms and Conditions (Cont'd)

(5) Customer agrees to place access service order request for new <sup>(1)</sup> Service at time of subscription to this Contract Offer No. 18.

(D)

(6) Customer agrees to order a new <sup>(1)</sup> Service with a maximum of six (6) <sup>(1)</sup> and 300 DS3 <sup>(1)</sup>, and can not exceed 52 airline miles as measured by V&H coordinate. New services added to the OC-192 (e.g., nodes, ports, miles, etc.) other than stated above, will be subject to the tariff rates as contained in Section 31.5.2.10 for OC-48 SRAS or Section <sup>(1)</sup> for <sup>(1)</sup> Service.

(D)

(D)

(D)

(7) If after the Customer has signed the Telephone Company's Letter of Agreement-Firm Order Commitment (LOA-FOC), the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(8) Customer agrees not to resell any capacity on services covered under this Contract Offer No. 18 to a third party.

(9) If special construction charges apply on the new<sup>(1)</sup> Service, the Customer agrees to pay those charges prior to the Telephone Company's construction of the facility.

(10) Customer will not be able to subscribe to any future contract offerings in Section 33 in conjunction with this Contract Offer No. 18 that might be offered by the Telephone Company for services covered under this Contract Offer No. 18.

<sup>(1)</sup> See footnote (1) on page 33-126

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.18 Contract Offering No. 18 - <sup>(1)</sup> Capacity Offer (Cont'd) (D)33.18.3 <sup>(1)</sup> Capacity Offer Terms and Conditions (D)  
(Cont'd)(B) Terms and Conditions (Cont'd)

(11) Notwithstanding Section 10 above, if during the ten year term of this Contract Offer No. 18 the Telephone Company tariff rates found in Section <sup>(1)</sup>, for an assembly of services that when combined together are equivalent to those being purchased under this Contract Offer No. 18, are, as a total charge to a Customer under Section <sup>(1)</sup>, less than the rates which would apply to those equivalent services under Section 33.18.4 of this Contract Offer No. 18, then upon written request of a Customer of this Contract Offer No. 18, the Telephone Company will bill the Customer the combined lower rate for the services being purchased under this Contract Offer No. 18. (D)

(12) Revenues under this Contract Offer No. 18 will not be eligible for inclusion in the Managed Value Plan (MVP) offering in Section 22. (D)

(13) If the Customer requests an upgrade of services covered under this Contract Offer No. 18, e.g. change in technology or increased bandwidth of existing service, those upgrades will be under the following conditions:

(A) The total value of the upgraded service must be equal to or greater than the total value of the remaining term of the existing contract.

(B) If the total value of the upgraded service is less than the total value of the remaining term of the existing contract, the Customer may make a one-time payment equal to the difference of the total contract values. This is payable before the requested upgrade is completed.

<sup>(1)</sup> See footnote (1) on page 33-126

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## ACCESS SERVICE

33.Pricing Flexibility Contract Offering (Cont'd)33.18 Contract Offering No. 18 - <sup>(1)</sup> Capacity Offer (Cont'd) (D)33.18.3 <sup>(1)</sup> Capacity Offer Terms and Conditions (Cont'd) (D)(B) Terms and Conditions (Cont'd)

(C) If the Customer elects not to make an up-front payment then the Telephone Company will terminate this Contract Offer No. 18 and assess termination liability charges as defined in Section 33.18.5.

(14) Customer is limited to sixteen (16) OC-48 SRAS within a single MSA covered under this Contract Offer No. 18.

(15) If the Customer requests additional <sup>(1)</sup>, <sup>(1)</sup>, miles, or other <sup>(1)</sup> services not in service at the time the Customer subscribes to this Contract Offer No. 18, the Customer will pay the tariff rates for those additions as contained in:

- Section 31.5.2.10 for each additional OC-48 SRAS service, or;
- <sup>(1)</sup>.

(16) If the Customer requests modifications to the OC-48 SRAS or <sup>(1)</sup> covered under this Contract Offer No. 18, the Customer agrees to pay the Telephone Company time and material charges for each modification as described in Section 13. Modification of services include, but are not limited to: rearrangement of existing <sup>(1)</sup>, shelf arrangements, <sup>(1)</sup>, <sup>(1)</sup> provisioning changes, interoffice arrangements, and Customer premises rearrangements.

33.18.4 <sup>(1)</sup> Dedicated Ring Capacity Offer Rate

The monthly rate set for this Contract Offer No. 18 is \$483,183.00. This rate will be in effect for the entire ten (10) year term of this contract with the exception of the term and condition as described in Section 33.18.3(B)(11). Modifications and/or additions made to the initial configuration offered under this Contract Offer No. 18 will be governed by Sections 33.18.3(B)(18)&(16).

<sup>(1)</sup> See footnote (1) on page 33-126

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ACCESS SERVICE

33.Pricing Flexibility Contract Offering (Cont'd)

33.18 Contract Offering No. 18 - <sup>(1)</sup> Capacity Offer (Cont'd)

(D)

33.18.5 Termination Liability

The termination language contained below applies in lieu of termination liability language contained in Section 7.4.16. If the Customer terminates services before the completion of the Term Period for any reason, Customer agrees to pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.4.16. Customer's termination liability charges shall be equal to the following percentages of all recurring charges for the balance of the Customer's ten (10) year term:

Year	TL
1	75%
2	70%
3	65%
4	60%
5	55%
6	50%
7	45%
8	40%
9	35%
10	35%

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage %)

Example: A Customer with a \$483,183.00 monthly rate terminates service after eight (8) years and has twenty four (24) months remaining in a ten (10) year term plan. The termination liability charge would be calculated as:

Year	Month		Monthly Recurring		Termination Percentage	Termination Liability Charge
9	12	X	\$483,183	X	35%	\$2,029,368.60
10	12	X	\$483,183	X	35%	\$2,029,368.60
					<b>TOTAL</b>	<b>\$4,058,737.20</b>

<sup>(1)</sup> See footnote (1) on page 33-126

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ACCESS SERVICE

33. Pricing Flexibility Contract Offerings

33.20 Contract Offer No. 20 - MVP DS1, DS3 and <sup>(1)</sup> Service Offer (D)

33.20.1 General Description

MVP DS1, DS3 and <sup>(1)</sup> Offer ("Contract Offer No. 20") is an access discount pricing plan for MVP Customers where subscription is required in four of the SBC Companies: Ameritech Operating Companies, Southwestern Bell Telephone Company, Southern New England Telephone Company and Pacific Bell Telephone Company. This Offering provides a 50% discount off recurring tariff rates for DS1, DS3, and <sup>(1)</sup> that meet the Eligibility Criteria as described in Section 33.20.3 and are subject to the Terms and Conditions as described in Section 33.20.4. Customers will continue to receive MVP discounts provided that they meet their MVP contract obligations in Section 22 of F.C.C. No. 1 Tariff. (D)

Customers must commit to a Current Annual Revenue Commitment (CARC), as described in Section 33.20.5. To ensure that the customer will meet the CARC by end of year 2004 and 2005, the Telephone Company will review revenue quarterly. In the event the customer is not meeting their CARC, the customer will be required to remit payments, via the quarterly True-Up process described in Section 33.20.6, otherwise termination liabilities will apply.

This Contract Offer No. 20 will only be available between November 18, 2003 through January 18, 2004.

33.20.2 Services Available Under Contract Offer No. 20

This Contract Offer No. 20 offers discounts on the recurring rates for the Price Flex eligible DS1, DS3 and <sup>(1)</sup> Access Services (hereafter referred to as Subject Services) contained in the Tariff Sections listed below, and only in the Metropolitan Statistical Areas (hereafter referred to as MSAs) defined in Section 33.20.4(C). (D)

Service	General / Basic Description	Phase 1 MSAs Rates and Charges	Phase 2 MSAs Rates and Charges
DS1 & DS3 Services	7.2.9	7.5.9	31.5.2.7
<sup>(1)</sup>			

<sup>(1)</sup>Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 20 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.20 Contract Offer No. 20 - MVP DS1, DS3 and <sup>(1)</sup> Service Offer (Cont'd) (D)33.20.3 Eligibility Criteria for Contract Offer No. 20 (Cont'd)

(C) (Cont'd)

(1) Customer must provide documentation to demonstrate that the Subject Services have been converted from another carrier to Telephone Company services. Documentation may include but is not limited to: circuit detail records, invoices, and coordinated orders to move the service. The Telephone Company is willing to review other documents that the Customer may deem appropriate to meet this criteria, however only to the extent that it does not result in breach of any non-disclosure agreements which may govern the distribution of such information.

(2) If Customer fails to reach the 4% requirement as measured at the end of the Term Period, the Customer will be deemed to have terminated Contract Offer No. 20 and termination liabilities will apply as set forth in Section 33.20.7.

33.20.4 Terms and Conditions(A) Term Period

The contract Term Period will commence on the date the Telephone Company receives a completed Letter of Authorization and expires on December 31, 2005 ("Term Period").

This offer is not renewable.

<sup>(1)</sup> See footnote (1) on page 33-143

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.20 Contract Offer No. 20 - MVP DS1, DS3 and <sup>(1)</sup> Service Offer (Cont'd) (D)33.20.4 Terms and Conditions (Cont'd)(B) Application

Subject Services to which the Customer already subscribes as of the commencement of the Term Period will receive discounts effective upon the commencement of the Term Period.

Subject Services purchased after the commencement of the Term Period will receive the discounts only after the service has been provisioned.

Monthly billing credits will be issued for every month in which the Subject Services are purchased in compliance with the eligibility criteria in Section 33.20.3. The Credits will be applied within 30 days after each billing cycle.

(C) This Contract Offer No. 20 is only available for Subject Services located in the following MSAs:

Pricing-Flexibility MSAs: San Francisco/Oakland, and Los Angeles/Long Beach, California.

(D) Contract Offer No. 20 provides a discount of 50% off the monthly recurring tariff rates listed in Section 33.20.2 (A) for existing and new Subject Services.

Example:

Subject Services Monthly Recurring Charge	= \$2000
50% Discount	= \$1000

(E) Customer agrees to maintain a Current Annual Revenue Commitment (as described in Section 33.20.5) for the calendar years of 2004 and 2005.

(F) Customer agrees to a quarterly true-up as described in Section 33.20.6 for the calendar years of 2004 and 2005.

<sup>(1)</sup> See footnote (1) on page 33-143

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ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

33.25 Contract Offer No. 25 - DS1, DS3, <sup>(1)</sup> Service Offer (Cont'd)

(D)

33.25.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(7) As referenced in Section 33.25.2(A)(4), the Customer and its affiliates must maintain an Access Service Ratio of 95% or greater. The ratio, calculated annually is the Annual Access Revenue minus Annual Wholesale Revenue, (the associated rate elements not included in the interstate tariff) divided by the total qualified Annual Access Revenue. To maintain compliance with Contract Offer No. 25, the ratio must be greater than or equal to 95%.

The 95% ratio is calculated as follows:

$$\frac{\text{Annual Access Revenue} - \text{Annual Wholesale Revenue}}{\text{Annual Access Revenue}}$$

(a) Where the Annual Access Revenue is the Customer's and its affiliates' current interstate annual recurring billed revenue associated with the rate elements, as defined in Table A below:

TABLE A:

Service	General/Basic Description
Entrance Facilities	6.7.1 (D)(1)
Direct Transport Services	6.7.1 (D)(2)
Direct Analog	7.2.3
Base Rate, DS1 and DS3 Services	7.2.9
(1)	
(1)	7.2.11 & <sup>(1)</sup>

(D)  
(D)

(b) Annual Wholesale Revenue is the Customer's and its affiliates' annual recurring billed revenue for associated rate elements as defined in Table B below not included in the interstate or intrastate tariff(s).

<sup>(1)</sup> See footnote (1) on page 33-181

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.25 Contract Offer No. 25 - DS1, DS3, <sup>(1)</sup> Service Offer (Cont'd) (D)33.25.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)(A) Determining the Minimum Annual Revenue Commitment  
(Cont'd)

Total of the previous three (3) months recurring revenue for all Subject Services, multiplied by four (4), multiplied by 95%. If the recalculated MARC is greater than the previous year's MARC, the newly recalculated MARC will apply. If the recalculated MARC is less than the previous year's MARC, the previous year's MARC will carryover for the new year.

Example for Year 2 MARC Establishment:

Prior 3 months recurring revenue) x 4 x 95%

If the Value calculated is greater than the YEAR 1 MARC, then the newly calculated MARC will be used as the YEAR 2 MARC.

If the Value is less than the YEAR 1 MARC, then the YEAR 1 MARC will be used for YEAR .

(B) Failure to Achieve the MARC

If the Customer fails to achieve the Annual MARC for any year, it must comply with one of the options below:

- (1) The Customer pays the difference between the Annual MARC for the current plan year and the actual annual recurring revenue for the Subject Services as set forth in the true-up Section 33.25.6; or
- (2) The Customer terminates its Contract Offer No. 25 and pays termination liability charges as set forth in Section 33.25.7, following.

<sup>(1)</sup> See footnote (1) on page 33-181

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.25 Contract Offer No. 25 - DS1, DS3, <sup>(1)</sup> Service Offer (Cont'd)

(D)

33.25.6 Annual True-Up

If the Customer fails to achieve the annual MARC commitment as of the anniversary dates, the Customer will be notified by the Telephone Company and will be required to remit an Annual True-Up payment to reach the MARC commitment. The true-up calculation will be performed as follows:

$$\begin{array}{l} \text{Annual - Actual Annual recurring} \\ \text{MARC for Subject Services} \end{array} = \text{Annual True-Up Amount}$$

If the Telephone Company does not receive the Annual True-Up amount within 30 days of its notification, the Customer is deemed to have terminated its Contract Offer No. 25 and termination liability charges will apply as set forth in Section 33.25.7.

<sup>(1)</sup> See footnote (1) on page 33-181

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.25 Contract Offer No. 25 - DS1, DS3, <sup>(1)</sup> Service Offer (Cont'd)

(D)

33.25.7 Termination Liability Charges

If the Customer terminates service before the completion of the term for any reason whatsoever, the Customer must pay the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 60 days prior to the desired date of termination to the Telephone Company.

If the Customer fails to meet any of the eligibility criteria in Section 33.25.2, or fails to meet any of the Terms and Conditions in Section 33.25.3, the Customer will be deemed to have terminated its participation in Contract Offer No. 25 and termination liability charges will apply as stated below and will be payable pursuant to F.C.C. No. 1, Section 2.4.

Customer's termination liability charge shall be equal to:

100% of all Discounts under Contract Offer No. 25 for the six (6) months immediately prior to the date of termination; plus the following schedule:

- (1) If terminated in Year 1, 10% of the Base MARC for the remaining portion of Year 1, plus 10% of the Base MARC for the remaining years of the agreement.
- (2) If terminated in Year 2, 12.5% of the Year 2 MARC for the remaining portion of Year 2, plus 12.5% of the Year 2 MARC for the remaining years of the agreement.
- (3) If terminated in Year 3, 12.5% of the Year 3 MARC for the remaining portion of Year 3, plus 12.5% of the Year 3 MARC for the remaining years of the agreement.
- (4) If terminated in Year 4, 12.5% of the Year 4 MARC for the remaining portion of Year 4, plus 12.5% of the Year 4 MARC for year 5.
- (5) If terminated in Year 5, 10% of the Year 5 MARC for the remaining portion of Year 5.

<sup>(1)</sup> See footnote (1) on page 33-181

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ACCESS SERVICE

33. Pricing Flexibility Contract Offerings

33.29 Contract Offer No. 29 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer

33.29.1 General Description

Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Contract Offer No. 29) is an access discount plan that provides Customers with Incentive Discounts and Portability Incentives (as defined in Section 33.29.4) in accordance with the terms and conditions as set forth in this Section 33.29.3.

33.29.2 Services Available For WAMS-VIP Offer

(A) Contract Offer No. 29 applies to qualified access services contained in Pacific Bell Telephone Company Tariff F.C.C. No. 1 (Qualified Access Services), listed in Table A below:

**Table A**

Service	General Basic Description	Rates and Charges	
High Capacity Service (1)	7.2.9	7.5.9	31.5.2.7
Broadband Circuit Service (BCS)	20.1	20.3	31.5.2.11
Fiber Advantage Service (1)	7.2.9	7.5.9	31.5.2.7
SONET Ring And Access Service (SRAS) (1)	7.2.11	7.5.13	31.5.2.7
(1)			

(D)  
(D)  
(D)  
(D)

(B) When additional Qualified Access Services are added to the services available under F.C.C. No. 1, all billed, recurring revenues for such additional Qualified Access Services will be added to this Contract Offer No. 29 for the purposes of calculating the Incentive Discounts and Portability Incentives included in this Contract Offer No. 29.

(1) Material previously contained in this section has been deleted. DSRS GigaMAN, MON, and OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 29 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.29 Contract Offer No. 29 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)33.29.4 WAMS-VIP Offer Incentive Discounts (Cont'd)(C) Incentive Discount for <sup>(1)</sup> Services (D)(1) <sup>(1)</sup> Services Renewals: (D)

Upon submission of the LOS, thirteen (13) of Customer's existing OC-48 SRAS are renewed for eighty-four (84) months concurrent with the Term Period.

- (a) The pricing for the thirteen (13) OC-48 SRAS shall be a flat monthly recurring rate of \$372,758 during the Term Period.
- (b) If the Customer requests additional ports, nodes, miles or other OC-48 SRAS services not in service at the time the Customer subscribes to this Contract Offer No. 29, the Customer will pay the tariff rates for those additions as contained in F.C.C. No. 1, Section 33.29.4 (C) (2) Table D.
- (c) If a node is added to the OC-48 SRAS, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the node MRC for a minimum period of twelve (12) months.
- (d) If the Customer requests modifications to the OC-48 SRAS covered under this Contract Offer No. 29, the Customer will pay the Telephone Company time and material charges for each Customer request, as described in F.C.C. No. 1, Section 13. Modification of the existing OC-48 SRAS network design are limited to: rearrangement of existing ports, shelf arrangements, node moves, ring design provisioning changes and customer premise rearrangements.

<sup>(1)</sup> See footnote (1) on page 33-213

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.29 Contract Offer No. 29 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)33.29.4 WAMS-VIP Offer Incentive Discounts (Cont'd)(C) Incentive Discount for <sup>(1)</sup> Services (Cont'd) (D)(1) <sup>(1)</sup> Services Renewals: (Cont'd) (D)

(f) If the Customer terminates any of the thirteen (13) OC-48 SRAS renewal services before completion of the Term Period for any reason, Customer must pay to the Telephone Company termination liability charges equal \$14,335 for the balance of the Customer's eighty-four (84) month Term Period for each terminated OC-48 SRAS.

(g) Termination charges shall become due as of the date of termination and are payable as described in F.C.C. No 1, Section 7.4.16.

Example: Customer terminates two (2) OC-48 SRAS after sixty months (60) months and has twenty-four (24) months remaining in a eight-four (84) month term plan. The termination liability would be calculated as:

$\$14,335 \times 2 \times 24 = \$688,080$  termination liability charge

<sup>(1)</sup> See footnote (1) on page 33-213

(This page filed under Transmittal No. 385 )

ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

33.29 Contract Offer No. 29 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

33.29.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount for <sup>(1)</sup> Services (Cont'd) (D)

(2) <sup>(1)</sup> Services New: (D)

The Customer is eligible for "Incentive DiscountPricing", as set forth in Table C, D and E below, under this Contract Offer No. 29 towards the purchase of new <sup>(1)</sup> Services with a seven (7) year term (<sup>(1)</sup>-Incentive Discounts). All terms and conditions for the new <sup>(1)</sup> Services are governed by their respective tariff sections: (D)  
(D)  
(D)

**Table C**

<sup>(1)</sup>	USOC	MRC
(1)		\$14,120.00
(1)		\$12,560.00
(1)		\$3,200.00
(1)		\$1,600.00
(1)		\$176.00
(1)		\$88.00
(1)		\$108.00
(1)		\$288.00
(1)		\$720.00

(D)  
 |  
 (D)

<sup>(1)</sup> See footnote (1) on page 33-213

(This page filed under Transmittal No. 385 )

## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.29 Contract Offer No. 29 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)33.29.4 WAMS-VIP Offer Incentive Discounts (Cont'd)(D) Incentive Discount for WinBack Services

If the Customer elects to obtain Qualified Access Service(s) located in MSAs where the Telephone Company has been granted pricing flexibility within the Operating Territory, in place of access service(s) that is provided by a carrier other than the Telephone Company or one of its affiliates, the Customer will receive a one-time credit equal to twenty percent (20%) of the first twelve (12) months billed, recurring revenue for that new Qualified Access Service (WinBack Incentive).

This WinBack Incentive credit will be applied in addition to the Incentives described in Sections 33.29.4(B), (C) and (E).

(1) Eligibility Criteria for WinBack Incentive

- (a) The Customer must present reasonable and verifiable information, which includes but is not limited to circuit detail or coordinated move orders, to demonstrate the service being converted is currently being provided by a carrier other than the Telephone Company or its affiliates; and
- (b) The new Qualified Access Service(s) ordered must have a minimum term period of twelve (12) months for DS1 and DS3 orders and thirty-six (36) months for <sup>(1)</sup> services.

(D)

<sup>(1)</sup> See footnote (1) on page 33-213

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ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

33.29 Contract Offer No. 29 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

32.29.8 Termination (Cont'd)

(B) Rate Reductions (Cont'd)

Telephone Company shall also perform a similar exercise within sixty (60) days following each Term Year detailing the Customer's inventory from the Initial Rate Analysis and the end-of-year tariff rates (EOY Rate Analysis). The Customer and Telephone Company will then compare the Initial Rate Analysis to the EOY Rate Analysis to identify the percent change in the total, cumulative rates, if any.

Example: Initial Rate Analysis and EOY Rate Analysis Comparison

Product Category	Units	Initial Tariff Rates	EOY Tariff Rates	% Rate Change
DS1	6600	\$150,000	\$122,000	
DS3	2000	\$ 90,000	\$ 70,000	
<sup>(1)</sup>	N/A	N/A	N/A	
Total	8600	\$240,000	\$192,000	20%

(D)

20% = (1 - (\$192,000/\$240,000))

The quantity of units for each product category used in the Initial Rate Analysis and the EOY Rate Analysis will be calculated from the Qualified Access Service rate elements listed below:

(1) DS1 - Channel Terminations (CT), Channel Mileage (CM) fixed and Channel Mileage (CM) per mile;

(2) DS3 - CT, CM fixed, CM per mile and Multiplexing (MUX); and

(3) <sup>(1)</sup> - Not applicable. Existing rings are covered under flat-rate pricing, per Section 33.29.4.(C).

(D)

<sup>(1)</sup> See footnote (1) on page 33-213

(This page filed under Transmittal No. 385 )

ACCESS SERVICE

33. Pricing Flexibility Contract Offerings

33.33 Contract Offer No. 33 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer

33.33.1 General Description

Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Contract Offer No. 33) is an access discount plan that provides Customers with Incentive Discounts and Portability Incentives (as defined in Section 33.33.4) in accordance with the terms and conditions as set forth in this Section 33.33.

33.33.2 Services Available For WAMS-VIP Offer

(A) Contract Offer No. 33 applies to qualified access services contained in Pacific Bell Telephone Company Tariff F.C.C. No. 1 (Qualified Access Services), listed in Table A below:

Table A

Service	General Basic Description	Rates and Charges	
High Capacity Service (1)	7.2.9	7.5.9	31.5.2.7
Broadband Circuit Service (BCS)	20.1	20.3	31.5.2.11
Fiber Advantage Service (1)	7.2.9	7.5.9	31.5.2.7
SONET Ring And Access Service (SRAS) (1)	7.2.11	7.5.13	31.5.2.7
(1)			

(D)  
(D)  
(D)  
(D)

(B) When additional Qualified Access Services are added to the services available under F.C.C. No. 1, all billed, recurring revenues for such additional Qualified Access Services will be added to this Contract Offer No. 33 for the purposes of calculating the Incentive Discounts and Portability Incentives included in this Contract Offer No. 33.

(1) Material previously contained in this section has been deleted. DSRS GigaMAN, MON, and OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 33 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

33.33 Contract Offer No. 33 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

32.33.8 Termination (Cont'd)

(B) Rate Reductions (Cont'd)

Telephone Company shall also perform a similar exercise within sixty (60) days following each Term Year detailing the Customer's inventory from the Initial Rate Analysis and the end-of-year tariff rates (EOY Rate Analysis). The Customer and Telephone Company will then compare the Initial Rate Analysis to the EOY Rate Analysis to identify the percent change in the total, cumulative rates, if any.

Example: Initial Rate Analysis and EOY Rate Analysis Comparison

Product Category	Units	Initial Tariff Rates	EOY Tariff Rates	% Rate Change
DS1	6600	\$150,000	\$122,000	
DS3	2000	\$ 90,000	\$ 70,000	
<sup>(1)</sup>	N/A	N/A	N/A	
Total	8600	\$240,000	\$192,000	

(D)

20% = (1 - (\$192,000/\$240,000))

The quantity of units for each product category used in the Initial Rate Analysis and the EOY Rate Analysis will be calculated from the Qualified Access Service rate elements listed below:

- (1) DS1 - Channel Terminations (CT), Channel Mileage (CM) fixed and Channel Mileage (CM) per mile;
- (2) DS3 - CT, CM fixed, CM per mile and Multiplexing (MUX); and
- (3) <sup>(1)</sup> - Not applicable. Existing <sup>(1)</sup> Qualified Access Services are covered under flat-rate pricing, per Section 33.33.4.(C).

(D)

<sup>(1)</sup> See footnote (1) on page 33-268

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings33.34 Contract Offer No. 34 - Special Access Service Offer33.34.1 General Description

The Special Access Service Offer (Contract Offer No. 34) is an access discount pricing plan requiring subscription from Customers under the following Access Tariffs: Ameritech Operating Companies Tariff F.C.C. No 2., Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Nevada Bell Telephone Company Tariff F.C.C. No. 1, The Southern New England Telephone Company Tariff F.C.C. No. 39, and Pacific Bell Telephone Company Tariff F.C.C. No. 1. The plan requires Customers to maintain a Minimum Annual Revenue Commitment (MARC) for five (5) years. Contract Offer No. 33 is available to any Customer with at least \$18.5 million in cumulative annual recurring revenue for qualified access services in the SBC Interstate Access Tariffs as identified above. The qualified access services for the Pacific Bell Telephone Company (PBTC) are listed in Section 33.34.3(B). The Customer must meet the Eligibility Criteria as described in Section 33.34.2 and the Terms and Conditions as described in Section 33.34.3.

The Customer must meet a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year term. In the event the Customer does not meet its MARC as of each anniversary date, the Customer will be required to remit a payment, via the Annual True-Up process described in Section 33.34.4(D), otherwise termination liability charges will apply. Contract Offer No. 33 will only be available November 20, 2004 through January 17, 2005.

33.34.2 Eligibility Criteria

The following Eligibility Criteria must be met in order to receive Contract Offer No. 34 discounts:

- (A) Contract Offer No. 34 is only available for services located in the following Metropolitan Statistical Areas (MSAs): Bakersfield, Fresno, Los Angeles/Long Beach, Modesto, Oxnard/Ventura, Sacramento, San Diego, San Francisco/Oakland, San Jose, Santa Rosa, and Stockton, CA;

If the Telephone Company receives pricing flexibility relief in additional MSAs, the Customer will be able to use services and/or revenue from those areas to meet MARC commitments upon adjustment of the MARC for those incremental revenues as defined in Section 33.34.4.

- (B) The Customer cannot subscribe to this Contract Offer concurrently with SBC's MVP offering in Section 22;

(C) The Customer must have a minimum of \$18.5 million in cumulative annual recurring revenue for Voice Grade (VG), Generic Digital Transport (DS0), High Capacity (DS1 & DS3),<sup>(1)</sup> <sup>(1)</sup>, SONET Ring Access and <sup>(1)</sup> Services from this Contract Offer and the Contract Offers listed in Section 33.34.3 (A). (D)

<sup>(1)</sup> Material previously contained in this section has been deleted. DSRS GigaMAN, and OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 34 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings33.35 Contract Offer No. 35 - OC-48 Dedicated Ring Service33.35.1 General Description

OC-48 Dedicated Ring Service (Contract Offer No. 35) is an access discount plan that permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas, (hereafter referred to as MSAs) to receive discounts on an existing OC-48, with existing and new <sup>(1)</sup> and <sup>(1)</sup> circuits, as described in Section 33.35.6. The Customer must meet the eligibility criteria described in Section 33.35.3. The discounts are available based on the terms and conditions contained in Section 33.35.4. This Contract Offer is available in the MSAs listed in Section 33.35.4(B)1. (D)

33.35.2 Services Available Under Contract Offer No. 35

(A) Contract Offer No. 35 applies to pricing flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) <sup>(1)</sup>;

(D)

(2) <sup>(1)</sup>.

(D)

(3) Pacific Bell OC-48 Dedicated Ring - Pacific Bell Telephone Company Tariff F.C.C. No 1, Section 31.5.2.10.

All terms and conditions for the qualified services listed above are governed by the respective tariff sections as noted herein.

<sup>(1)</sup> Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 35 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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ACCESS SERVICE

33. Pricing Flexibility Contract Offerings

33.35 Contract Offer No. 35 - OC-48 Dedicated Ring Service (Cont'd)

33.35.6 Contract Offer No. 35 Term Discounts

(A) The Customer must pay the Monthly Recurring Charges (MRC) for the following Rate Elements.

Table A

Rate Elements	USOC	Monthly Recurring Charge (MRC)
<b>SONET DEDICATED RING OC48</b>		
OC48 (2.4Gbps) Mo-to-Mo/Interoffice Mile	IL8XX	\$389.31
Dedicated Ring - Alt Wire Center - OC48 (2.4 Gbps) 5 yr	FECAx	\$1,362.57
Node-Dedicated Svc, CO Node - OC48 (2.4 Gbps) 5yr	FH5XC	\$2,880.86
Node-Dedicated Svc, Prem Node - OC48 (2.4 Gbps) 5yr	FP5XC	\$3,620.54
Premises Access Port - OC12c (622 Mbps) 5yr.	FP6TX	\$1,167.92
C O Access Port - OC12c (622 Mbps)	FC6TX	\$1,167.92
(1)		
(1)		
(1)		
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(1)		
(1)		

(B) Non- Recurring Charges (NRC) can be referenced in F.C.C. No. 1 Section <sup>(1)</sup>.

<sup>(1)</sup> See footnote (1) on page 33-331

(This page filed under Transmittal No. 385 )

(D)  
 |  
 (D)  
 |  
 (D)

## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings33.35 Contract Offer No. 35 - OC-48 Dedicated Ring Service (Cont'd)33.35.7 Termination Liability

Termination liability, as described below, applies in lieu of the termination liability language contained in section 7.4.16. If Customer terminates Contract Offer No. 35 before the completion of the term period for any reason, the Customer agrees to pay The Telephone Company termination liability charges as described below. If the customer is not in compliance with the Eligibility Criteria in Section 33.35.3 or the Terms and Conditions in Section 33.35.4, termination liability charges will apply. These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described in section 7.4.16. Customer's termination liability charges for termination of service shall be equal to:

- 50% of all recurring charges for the balance of the Customer's seven (7) year Term Period for the Subject Service that the customer has terminated.
- All remaining in-service Subject Services will convert back to the prevailing tariff rates at the end of the Term Period that the Customer signed up for. Prevailing tariff rates are highlighted in Section 7.5.9, 7.5.13, <sup>(1)</sup> for Phase 1 MSAs and Section 31.5.2.10 and <sup>(1)</sup> for Phase 2 MSAs. (D)

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)  
Example: A Customer with a \$20,000 monthly rate on a Subject Service terminates service after four years and has thirty-six months remaining in a seven year billing period. The termination liability charge would be calculated as:

$\$20,000 \times 36 \times 50\% = \$360,000$  termination liability charge.

<sup>(1)</sup> See footnote (1) on page 33-331

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## ACCESS SERVICE

33. <sup>(1)</sup>

(D)

(1) Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 36 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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Issued: January 24, 2008

Effective: February 8, 2008

Four AT&T Plaza, Dallas, Texas 75202



## ACCESS SERVICE

33. <sup>(1)</sup>

(D)

<sup>(1)</sup> Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 37 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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Four AT&T Plaza, Dallas, Texas 75202

## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings33.39 Contract Offering No. 39 - Dedicated Ring Service Offer33.39.1 General Description

Contract Offer No. 39 - Dedicated Ring Service Offer is an access discount pricing plan that provides the Customer with discounted rates on qualified embedded base facilities configured as shown in Section 33.39.3 (A) (2). Discounted new unit rates will also apply on specified facilities configured as described in Section 33.39.4. Qualified Services under Contract Offer No. 39 are only available in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) as described in Section 33.39.3(A). Customer must meet eligibility criteria as described in Section 33.39.3. This Contract Offer is available from January 20, 2005 through February 20, 2005. This Contract Offer is not renewable.

33.39.2 Subject Services

Contract Offer No. 39 applies to pricing-flexibility-qualified services (hereafter referred to as Subject Services) contained in the following tariff sections:

- (1) OC-48 SONET Ring Access Service (SRAS) - Pacific Bell Telephone Company Tariff F.C.C. No 1, Section 31.5.2.10.
- (2) <sup>(1)</sup>.
- (3) DS3 High Capacity Service - Pacific Bell Telephone Company Tariff F.C.C. No 1, Section 31.5.2.7.

(D)

All Terms and Conditions for the Subject Services listed above are governed by their respective tariff sections except as noted herein.

(1) Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 39 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

33.39 Contract Offering No. 39 - Dedicated Ring Service Offer (Cont'd)

33.39.3 Eligibility Criteria

(A) The following eligibility criteria must be met in order to purchase services under Contract Offer No. 39:

(1) Service must be located in the following Pricing Flexibility MSA: San Diego, CA;

(2) The Customer's existing embedded configuration must include:

(a) One (1) OC-48 6 node ring with an additional 7th node added under; and

(b) The following sub-tending facilities: one (1) channelized <sup>(1)</sup> and 16 subtending channelized DS3 Hub extensions;

(D)

(3) Customer must purchase one (1) new OC-48 2 Node Ring billed as described in Section 33.39.4.

<sup>(1)</sup> See footnote (1) on page 33-358

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.39 Contract Offering No. 39 - Dedicated Ring Service Offer (Cont'd)33.39.7 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section <sup>(1)</sup>. If Customer terminates Contract Offer 39 before the completion of the Term Period for any reason, Customer must pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination and are payable as described in Section <sup>(1)</sup>. Customer's termination liability charges for termination of service shall be equal to: (D)

50% of all monthly recurring charges for the balance of the Customer's five (5) year Term Period based on the applicable tariff rate as described in Section 7.5 for Phase 1 MSAs and 31.5.2 for Phase 2 MSAs. (D)

The termination liability charge will be calculated as follows:

(Tariff Monthly Recurring Charges) multiplied by (Month Remaining in billing) multiplied by (Termination liability percentage of 50%).

Example: Customer has \$200,000 in Monthly Recurring Charges. If Customer terminates service after thirty-six (36) months and has twenty-four (24) month remaining in a sixty (60) month term plan. The termination liability would be calculated as:

$\$200,000 \times 24 \text{ months} \times 50\% = \$2,400,000$  Termination Liability

<sup>(1)</sup> See footnote (1) on page 33-358

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ACCESS SERVICE

33. Pricing Flexibility Contract Offerings

33.41 Contract Offer No. 41 - MVP DS1, DS3 and <sup>(1)</sup> Service Offer (D)

33.41.1 General Description

Managed Value Plan (MVP) DS1, DS3 and <sup>(1)</sup> Service Offer (Contract Offer No. 41) is an access discount pricing plan for MVP Customers where subscription is required in four of the SBC Companies: Ameritech Operating Companies, Southwestern Bell Telephone Company, Southern New England Telephone Company and Pacific Bell Telephone Company. This Offering provides a 50% discount off recurring tariff rates for DS1, DS3, and <sup>(1)</sup> Services as described in Section 33.41.2. In order to receive the discount Customers must meet the Eligibility Criteria as described in Section 33.41.3 and are subject to the Terms and Conditions as described in Section 33.41.4. Customers will continue to receive MVP discounts provided that they meet their MVP contract obligations in Section 22 of F.C.C. No. 1 Tariff. (D)

Customers must commit to a Current Annual Revenue Commitment (CARC), as described in Section 33.41.5. To ensure that the customer will meet the CARC by end of years 2005, 2006 and 2007, the Telephone Company will review revenue quarterly. In the event the Customer is not meeting its CARC, the customer will be required to remit payments, via the quarterly True-Up process described in Section 33.41.6, otherwise termination liabilities will apply.

Contract Offer No. 41 will only be available between February 23, 2005, through March 25, 2005.

33.41.2 Services Available Under Contract Offer No. 41

(A) Contract Offer No. 41 offers discounts on the recurring rates for the Price Flex eligible DS1, DS3 and <sup>(1)</sup> Access Services (hereafter referred to as Subject Services) contained in the Tariff Sections listed below, and only in the Metropolitan Statistical Areas (hereafter referred to as MSAs) defined in Section 33.41.4(C). The discounts also apply to the MVP qualified access services, which are Subject Services that are counted toward achievement of the MARC or any temporary MARC pursuant to Section 33.41.8. (D)

Service	General / Basic Description	Phase 1 MSAs Rates and Charges	Phase 2 MSAs Rates and Charges
DS1 and DS3 Services	7.2.9	7.5.9	31.5.2.7
<sup>(1)</sup>			

<sup>(1)</sup> Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 41 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings33.41 Contract Offer No. 41 - MVP DS1, DS3 and <sup>(1)</sup> Service Offer (Cont'd) (D)33.41.2 Services Available Under Contract Offer No. 41 (Cont'd)

(B) Purchase of the Subject Services listed above pursuant to Contract Offer No. 41 are subject to the specific terms and conditions of Section 33.41.4. Additionally, purchase of the services listed above pursuant to Contract Offer No. 41 are also subject to the general terms and conditions of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 6-Switched Access Service, 7-Special Access Service and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such general terms and conditions may be modified through the filing of tariff changes at any time during the Term Period; however, such changes will not change the regulations described in Contract Offer No. 41.

Subject Services continue to be governed by the respective terms and conditions of the MVP provisions in Section 22, F.C.C. Tariff No. 1 except as noted herein.

33.41.3 Eligibility Criteria for Contract Offer No. 41

Customer must meet the following eligibility criteria at the time of subscription and must continue to meet these eligibility criteria throughout the term period of this Contract Offer. Failure to meet the eligibility criteria at any time shall result in termination of this Contract Offer.

(A) Contract Offer No. 41 is only available to Customers who are currently subscribing to MVP, in the following Telephone Companies:

- Ameritech Operating Companies (AIT) F.C.C. No. 2 Section 19;
- Southwestern Bell Telephone Company (SWBT) F.C.C. No. 73 Section 38; and
- Pacific Bell Telephone Company (PBTC) F.C.C. No. 1 Section 22.

<sup>(1)</sup> See footnote (1) on page 33-371

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33. Pricing Flexibility Contract Offerings

33.41 Contract Offer No. 41 - MVP DS1, DS3 and <sup>(1)</sup> Service Offer (Cont'd) (D)

33.41.3 Eligibility Criteria for Contract Offer No. 41  
(Cont'd)

(B) Customer must also concurrently subscribe to the identical contract offers of Contract Offer No. 41 pursuant to the following tariffs:

- SWBT Tariff F.C.C. No. 73, Section 41, Contract Offer No. 35;
- AIT Tariff F.C.C. No. 2, Section 22, Contract Offer No. 47;
- SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 10.

<sup>(1)</sup> See footnote (1) on page 33-371

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33. Pricing Flexibility Contract Offerings (Cont'd)33.41 Contract Offer No. 41 - MVP DS1, DS3 and <sup>(1)</sup> Service Offer (Cont'd) (D)33.41.3 Eligibility Criteria for Contract Offer No. 41 (Cont'd)33.41.4 Terms and Conditions(A) Term Period

The contract Term Period will commence on April 1, 2005 if the Telephone Company has received a completed Letter of Subscription and expires on December 31, 2007 ("Term Period").

This offer is not renewable.

(B) Application

Subject Services to which the Customer already subscribes as of the commencement of the Term Period will receive discounts effective upon the commencement of the Term Period.

Subject Services purchased after the commencement of the Term Period will receive the discounts only after the service has been provisioned.

Monthly billing credits will be issued for every month in which the Subject Services are purchased in compliance with the eligibility criteria in Section 33.41.3. The Credits will be applied within 30 days after each billing cycle.

## (C) This Contract Offer No. 41 is only available for Subject Services located in the following MSAs:

Pricing-Flexibility MSAs: San Francisco/Oakland, and Los Angeles/Long Beach, California.

## (D) Contract Offer No. 41 provides a discount of 50% off the monthly recurring tariff rates listed in Section 33.41.2 (A) for existing and new Subject Services.

Example:

Subject Services Monthly Recurring Charge	= \$2000
50% Discount	= \$1000

## (E) Customer agrees to maintain a Current Annual Revenue Commitment (CARC) (as described in Section 33.41.5) for the calendar years of 2005, 2006 and 2007.

## (F) Customer agrees to a quarterly true-up as described in Section 33.41.6 for the calendar years of 2005, 2006 and 2007.

<sup>(1)</sup> See footnote (1) on page 33-371

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.41 Contract Offer No. 41 - MVP DS1, DS3 and <sup>(1)</sup> Service Offer (Cont'd)

(D)

3.41.4 Terms and Conditions (Cont'd)

(G) When Customer subscribes to this Contract Offer, the Telephone Company will waive any termination liabilities that would otherwise apply pursuant to PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 41 for the Subject Services to be provided pursuant to this Contract Offer. Termination liabilities shall otherwise apply according to the terms of the applicable tariff.

(H) Customer must submit a letter of Subscription to the Telephone Company.

33.41.5 Current Annual Revenue Commitment

Under Contract Offer No.41, Customer will commit to maintain a Current Annual Revenue Commitment (CARC). The CARC will be established using either the Customer's current MVP MARC or an Annual Revenue Commitment calculated as outlined below in Section 33.41.5(A), whichever is greater. The CARC will be established as soon as the Telephone Company receives the Letter of Subscription from Customer. The CARC calculation will be the latest CARC established for Customers who are subscribing to PBTC Tariff F.C.C. No.1, Section 33, Contract Offer No. 41.

(A) Determining the Annual Revenue Commitment

The Customer's Annual Revenue Commitment is calculated based on the total of the previous three (3) months recurring billing for all MVP qualified access services prior to any MVP discounts (as listed in F.C.C. 1, Section 22.2), multiplied by four (4). The Annual Revenue Commitment is calculated as follows:

Previous Three (3) Months Recurring Billing X 4 = Annual Revenue Commitment

(B) If at any time during the contract Term Period of this Contract Offer the Customer's MVP MARC becomes greater than the CARC the Customer will commit to increase and maintain the CARC to be equal to its MVP MARC as it may change during the Term Period.

(C) If the Customer fails to achieve the CARC on either December 31, 2005, December 31, 2006 or December 31, 2007, and fails to remit the annual projected gap payment, the Customer will be deemed to have terminated its subscription in Contract Offer No. 41 and termination liability charges will apply as set forth in Section 33.41.7.

<sup>(1)</sup> See footnote (1) on page 33-371

(This page filed under Transmittal No. 385 )

ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

33.41 Contract Offer No. 41 - MVP DS1, DS3 and <sup>(1)</sup> Service Offer (Cont'd) (D)

33.41.6 Quarterly True-Up

To ensure that the customer will meet the CARC by the end of each year 2005, 2006 and 2007, the Telephone Company will review revenues quarterly. In the event that the Customer has an estimated shortfall, the Customer is required to remit Quarterly Gap Payments as described below. Quarterly is defined as consecutive three (3) month periods from April 1, 2005 through December 31, 2005, from January 1, 2006 through December 31, 2006 and from January 1, 2007 through December 31, 2007. The process of remitting payments to eliminate the Annual Projected Gap is referred to as the True-Up process.

The Telephone Company will calculate the Customer's Annual Projected Gap (if any) on a quarterly basis. The Annual Projected Gap is the CARC, less any annual projected MVP discounts, less actual annualized revenues. Actual annualized revenue is the Customer's actual billed amount to date, annualized to determine end of year estimated revenues. Actual annualized revenues will include any previous quarterly gap payment that the Customer has made. For this calculation, the actual annualized revenues are calculated after discounts from this Contract Offer No. 41, and any other applicable credits or discounts (i.e., MVP) have been applied.

Example A: Annual Projected Gap calculation at end of 1st Quarter 2006

CARC= \$ 12,000,000  
 Less projected MVP discounts= \$ 2,000,000  
 Sub total= \$ 10,000,000  
 Less actual quarterly revenue (\$1.5M) X 4 (annualized)  
 = \$6,000,000  
 Annual Projected Gap = \$ 4,000,000

(A) If there is a positive Annual Projected Gap as measured above for the quarter, the Customer agrees to make Quarterly True-Up payments. Quarterly True-Up payments will be calculated using the percentages in section 33.41.6 (B) and will be applied to the Annual Projected Gap to determine the gap payment. See example B in Section 33.41.6.

(B) Quarterly True-up payments will be calculated utilizing the following percentiles:

Quarter	Percent
1st	0%
2nd	25%
3rd	66%
4th	100%

<sup>(1)</sup> See footnote (1) on page 33-371

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.41 Contract Offer No. 41 - MVP DS1, DS3 and <sup>(1)</sup> Service Offer (Cont'd)

(D)

33.41.6 Quarterly True Up (Cont'd)Example B: Quarterly True-up1st Quarter

Actual revenue 1st Quarter:

January = \$ 400,000

February = \$ 500,000

March = \$ 600,000

Total = \$ 1,500,000

CARC \$12,000,000

Less projected MVP discount = \$ 2,000,000

Sub total = \$10,000,000

Less actual 3 months revenue (\$1.5M) x 4  
(annualized) = \$ 6,000,000

Annual Projected Gap = \$ 4,000,000

\$4,000,000 x 0% = \$0.00 Quarterly True-up payment

2nd Quarter

Actual revenue 1st and 2nd Quarter:

January= \$ 400,000

February = \$ 500,000

March= \$ 600,000

April = \$ 600,000

May = \$ 700,000

June = \$ 700,000

Total= \$ 3,500,000

CARC = \$12,000,000

Less projected MVP discount = \$ 2,000,000

Sub total = \$10,000,000

Less actual 6 months revenue (\$3.5M)  
x 2 (annualized): = \$ 7,000,000

Annual Projected Gap = \$ 3,000,000

\$3,000,000 x 25% = \$750,000 Quarterly True-up payment

<sup>(1)</sup> See footnote (1) on page 33-371

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.41 Contract Offer No. 41 - MVP DS1, DS3 and <sup>(1)</sup> Service Offer (Cont'd)

(D)

33.41.7 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 41 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 2, Section 2.1.2, unless: (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent company 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 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 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 "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

33.41.8 Mergers and Acquisitions

The Terms and Conditions of Contract Offer No. 41 shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or assets constituting an operating business to any other entity, or purchases all stock or substantially all stock or assets constituting an operating business of another company (the foregoing generally referred to herein as a merger or acquisition). During or after the merger or acquisition, if the other company involved in the merger or acquisition also purchases MVP qualified access services from the Telephone Company, either directly or through any affiliates, then billed, recurring revenue for MVP qualified access services of the other company or the assets constituting an operating business involved in the merger or acquisition will not be used in Minimum Annual Revenue Commitment (MARC) as discussed in Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section 22.3 (C), except as permitted by one of the provisions in this subsection.

<sup>(1)</sup> See footnote (1) on page 33-371

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33. <sup>(1)</sup>

(D)

- <sup>(1)</sup> Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 45 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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## ACCESS SERVICE

33. <sup>(1)</sup>

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<sup>(1)</sup> Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 49 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commission's website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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33. <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 33-440

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings33.50 Contract Offer No. 50 - MVP <sup>(1)</sup> Service Offer

(D)

33.50.1 General Description

(D)

Managed Value Plan (MVP) <sup>(1)</sup> Service Offer (Contract Offer No. 50) permits MVP Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 33.50.4 for the purchase of two (2) new <sup>(1)</sup>, two (2) new OC48 SONET Ring and Access Service (SRAS), the renewal of one (1) <sup>(1)</sup> and the renewal of one (1) OC-48 SRAS.

(D)

(D)

33.50.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to purchase Contract Offer No. 50:

- (1) Service must be located in Pricing Flexibility MSA: Los Angeles/Long Beach, San Francisco/Oakland and Sacramento, California;
- (2) Customer must purchase two (2) new <sup>(1)</sup> and two (2) new OC-48 SRAS at the rates listed in Section 33.50.4(A)-(B), as applicable, within sixth (60) days of subscribing to Contract Offer No. 50;
- (3) Customer must renew an existing <sup>(1)</sup> at the rates listed in Section 33.50.4(A) and OC-48 SRAS at the rates listed in Section 33.50.4(C)-(D) within sixty days of subscribing to Contract Offer No. 50; and
- (4) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(B) Contract Offer No. 50 applies to pricing flexibility qualified access services contained in the following tariff sections:

- (1) <sup>(1)</sup> and
- (2) OC-48 SRAS Service - Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section 31.

(D)

(C) Contract Offer No. 50 is only available to Customers who are currently subscribing to MVP, F.C.C. No. 1, Section 22 with a maximum of 12 months remaining on their current MVP agreement term; and

(D) All terms and conditions for the qualified access services listed above are governed by their respective tariff sections except as noted herein.

<sup>(1)</sup> Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 50 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.50 Contract Offer No. 50 - MVP <sup>(1)</sup> Service Offer (Cont'd) (D)33.50.3 Terms and Conditions(A) Term Period

The contract term is three (3) years; (Term Period) commencing on the date billing begins. Billing commences for the two (2) new <sup>(1)</sup>, the two (2) new OC-48 SRAS, the one (1) <sup>(1)</sup> renewal and the one (1) OC-48 renewal no later than 30 days after the Telephone Company's completion of the access service order. This offer is not renewable. (D)

<sup>(1)</sup> Service: If at the expiration of the Term Period for <sup>(1)</sup> Service the Customer may choose from the payment options as described in Section <sup>(1)</sup>. If the Customer does not choose to disconnect or select a payment option from Section <sup>(1)</sup>, the Customer will be converted to the monthly extension rates found in Section <sup>(1)</sup>. (D)

OC-48 SONET Ring and Access Service: At the expiration of the Term Period for OC-48 SRAS the Customer may choose from the payment options as described in Section 7.4.16 and be subject to the prevailing rates in Sections 31.5.2.10. If the Customer does not elect an option, the Telephone Company will convert the Customer to month-to-month payment of the prevailing thirty-six (36) month tariff rates in Section 31.5.2.10. (D)

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 50 as listed in Section 33.50.5. Purchase of the services listed above under Contract Offer No. 50 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 1 as set forth in 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. Such tariff modifications will not change the terms and conditions described in Contract Offer No 50. (D)

<sup>(1)</sup> See footnote (1) on page 33-446

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## ACCESS SERVICE

33. <sup>(1)</sup>

(D)

- <sup>(1)</sup> Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 51 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings33.54 Contract Offer No. 54 - <sup>(1)</sup> Plan - Service Offer

(D)

33.54.1 General Description

Contract Offer No. 54 - the <sup>(1)</sup> Plan is a special access discount pricing plan requiring subscription from the Customer under the following Access Tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No 2, Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, and The Southern New England Telephone Company (SNET) Tariff F.C.C. No. 39. The <sup>(1)</sup> Plan provides discounted rates (Level II as described below) subject to volume commitments as described in Section 33.54.4 (G).

(D)

(D)

Services covered under this Contract Offer will be grouped into Levels:

- (1) Level I - Qualified existing access services that are already in service prior to the commencement of the Term Period are "Level I" circuits. Level I circuits will be counted toward the Customer's Portability Volume Commitment, as provided in Section 33.54.4 (G) of this Contract Offer, but are not eligible for the discounts provided under this Contract Offer.
- (2) Level II - Qualified access services that are installed during the Term Period, or qualified access services that migrate from Level I to Level II as described in section 33.54.5, are "Level II" circuits. Level II circuits will be counted toward the Customer's Portability Volume Commitment and also will be eligible for the discounts provided under this Contract Offer.

Qualified services under this Contract Offer are available only in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSA) as described in Section 33.54.3 (A). Contract Offer No. 54 is available for subscription from June 1, 2005 through August 1, 2005. This Contract Offer is not renewable.

<sup>(1)</sup> Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 54 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.54 Contract Offer No. 54 - <sup>(1)</sup> Plan - Service Offer (Cont'd)

(D)

33.54.2 Subject Services

This Contract Offer applies to access services that qualify for pricing flexibility (hereafter referred to as Subject Services), as provided in the following tariff sections:

(1) High Capacity Service (DS3), PBTC Tariff F.C.C. No. 1, Section 7.5.9 for Phase 1 MSAs and Section 31.5.2.7 for Phase 2 MSAs;

(2) <sup>(1)</sup>;

(D)

(3) SONET Ring and Access Service (SRAS), PBTC Tariff F.C.C. No. 1 Section 7.5.13 for Phase 1 MSAs and Section 31.5.2.10 for Phase 2 MSAs.

All terms and conditions for the Subject Services provided under this Contract Offer are governed by their respective tariff sections, except as noted herein.

33.54.3 Eligibility Criteria

The following eligibility criteria must be met for Subject Services to be provided under this Contract Offer.

(A) Subject Services must be located in the following Pricing Flexibility MSAs:

San Jose, CA; Fresno, CA; Los Angeles/Long Beach, CA; Oxnard, CA; Sacramento, CA; San Diego, CA; San Francisco/Oakland, CA; Santa Rosa, CA and Stockton, CA

If the Telephone Company receives end-user channel termination pricing flexibility relief in additional MSAs, those MSAs will be added the Broadband Plan, as outlined in Section 33.54.4 (E) of this Contract Offer.

<sup>(1)</sup> See footnote (1) on page 33-476

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33. Pricing Flexibility Contract Offerings (Cont'd)

33.54 Contract Offer No. 54 - <sup>(1)</sup> Plan - Service Offer (Cont'd)

(D)

33.54.4 Term and Conditions (Cont'd)

(G) Portability Volume Commitment (PVC) (Cont'd)

(1) PVC Attainment Shortfall Payment

The PVC Attainment Shortfall Payment shall be calculated as follows:

- (a) The PVC Unit Shortfall shall be calculated according to the following equation: (PVC Level x 95%) - PVC Measurement = PVC Unit Shortfall.
- (b) The PVC Attainment Shortfall Payment shall be calculated by multiplying the PVC Unit Shortfall by \$9,600.

<sup>(1)</sup> See footnote (1) on page 33-476

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ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

33.54 Contract Offer No. 54 - <sup>(1)</sup> Plan - Service Offer (Cont'd)

(D)

33.54.5 Migration of Subject Services from Level I to Level II  
 (Cont'd)

(A) Type II Migration

Type II Migration shall be permitted at the Customer's option, as provided in this Section 33.54.5 (D)

(1) The Customer must submit a written request to the Telephone Company meeting the following requirements:

- (a) The Customer's request must be received by the Telephone Company within sixty (60) days after the completion of the last day of the six-month PVC Attainment Review Period; and
- (b) The request must include the specific number of PVC Units to be migrated.

(2) The order of migration shall be determined according to the Rank Ordered Migration List.

(3) TSA<sub>3</sub> pricing will apply to all circuits subject to Type II Migration, effective on the date the Telephone Company receives the Customer's written request.

(4) A one-time migration charge will apply, as provided in Table F:

Table F: One-Time Migration Charge per PVC Unit

Cumulative Net Adds	Migration Charge (per PVC Attainment Review Period)							
	12	18	24	30	36	42	48	54
0 - 75	\$10,595							
76 - 125	\$8,965							
126 - 200	\$7,335							
201 - 300	\$5,705							
301 - 425	\$4,075							
426 - 575	\$2,445							
576 - 725	\$815							
726 +	\$0							
Less than 400	<i>Not Eligible for Type II</i>							
Greater than 400	\$2,445			\$1,630		\$815		

<sup>(1)</sup> See footnote (1) on page 33-476

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33. Pricing Flexibility Contract Offerings (Cont'd)

33.56 Contract Offer No. 56 - Special Access Service Offer (Cont'd)

33.56.2 Eligibility Criteria (Cont'd)

(B) Concurrent Subscription

The Customer must concurrently subscribe to the identical Contract Offer of Contract Offer No. 56 pursuant to the following tariffs:

- (1) The Ameritech Operating Company Tariff  
 F.C.C. No. 2, Section 22, Contract Offer No. 64.
- (2) Southwestern Bell Telephone Company Tariff  
 F.C.C. No. 73, Section 41, Contract Offer No. 48.
- (3) Southern New England Telephone Company  
 Tariff F.C.C. No. 39, Section 25, Contract Offer No. 16

(C) Contributory Subject Services

Contract Offer No. 56 applies to pricing-flexibility-qualified access services (hereafter referred to as Contributory Subject Services) contained in the following tariff sections:

- (1) VG/DS0 Services - Pacific Bell Telephone Company Tariff F.C.C. No. 1, Sections 7.5.3 for Phase I MSAs, and Sections 31.5.2.3 for Phase II MSAs;
- (2) DS1/DS3 Service - Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section 7.5.9, for Phase I MSAs and Section 31.5.2.7 for Phase II MSAs;
- (3) <sup>(1)</sup> - Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section <sup>(1)</sup> for Phase I MSAs and Section <sup>(1)</sup> for Phase II MSAs; (D)
- (4) OC3/OC12/OC48/<sup>(1)</sup> - Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section 7.5.13 and <sup>(1)</sup> for Phase I MSAs, and Section 31.5.2.10 and <sup>(1)</sup> for Phase II MSAs. (D)
- (5) <sup>(1)</sup> - Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section <sup>(1)</sup> for Phase I MSAs and Section <sup>(1)</sup> for Phase II MSAs. (D)
- (6) <sup>(1)</sup> - Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section <sup>(1)</sup> for Phase I MSAs and Section <sup>(1)</sup> for Phase II MSAs. (D)

<sup>(1)</sup> See footnote (1) on page 33-504.

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.56 Contract Offer No. 56 - Special Access Service Offer (Cont'd)33.56.2 Eligibility Criteria (Cont'd)(C) Contributory Subject Services (Cont'd)

All Terms and Conditions for the Contributory Subject Services listed above are governed by their respective tariff sections except as noted herein. Annual recurring revenue generated from these services will be used in the MARC calculations defined in Section 33.56.4. Only the Contributory Subject Services listed above are eligible for the discounts provided under this Contract Offer. If, during the Term Period of this Contract Offer, additional services become eligible for pricing flexibility, those additional services may, at the Customer's option, be included among the Contributory Subject Services eligible under this Contract Offer, beginning with the first year after the additional services become eligible for pricing flexibility, provided that the MARC increases to reflect the recurring annual revenues associated with the additional Contributory Subject Services, as described in Section 33.56.4.

33.56.3 Terms and Conditions(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date the Customer executes a Letter of Subscription (LOS). The Anniversary Date shall be based on the date of the executed LOS. Contract Offer No. 56 is not renewable.

Contributory Subject Services to which the Customer already subscribes as of the commencement of the Term Period, or any additional Contributory Subject Services included in this Contract Offer after commencement of the Term Period in accordance with the terms and conditions set forth herein, must be converted to five (5) year term payment plans (where available), in order to receive discounts pursuant to this Contract Offer. If the five (5) year term payment plan is not available for certain Contributory Subject Services, the Customer must select from the longest term plan available for the Contributory Subject Service. The Customer may select from

(N)

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.56 Contract Offer No. 56 - Special Access Service Offer (Cont'd)33.56.3 Terms and Conditions (Cont'd)(E) Access Service Ratio (Cont'd)

- (4) As new rate elements are introduced to Table B in this section, all recurring revenues associated with the new rate elements will automatically be added to the Customer's Wholesale Revenue, as defined in this section, for calculation of the Access Service Ratio.
- (5) If the Customer fails to meet the Access Service Ratio in any given quarter of the term, upon notification from the Telephone Company, the Customer has ten (10) business days to notify the Telephone Company in writing that it will meet or exceed the 98% Access Services Ratio within 60 days. Failure to achieve compliance in 60 days will constitute a default and the Telephone Company shall have the right to terminate this Contract Offer, unless the Customer has acted in good faith to achieve compliance and the Customer's failure to achieve compliance within sixty days is caused by delay attributable to the Telephone Company. In the event of a termination by the Telephone Company, termination liability charges will apply as set forth in Section 33.56.9.
- (6) Credits will not be issued until the Customer has met the 98% Access Services Ratio.
- (F) The Customer may not subscribe to any future Contract Offerings in Section 33 in conjunction with this Contract Offer or that might be offered by the Telephone Company for Subject Services covered under this Contract Offer unless expressly permitted in the future Contract Offer.
- (G) The Customer must pay billed charges in full throughout the Term Period of this Contract Offer, excluding amounts being disputed. The Telephone Company will exhaust its remedies under Section 2.4 of FCC Tariff No. 1 before exercising any remedy under this section. The Telephone Company will provide Customer written notice (via registered letter to Customer's General Counsel) of non-compliance. The Customer will have thirty (30) days from receipt

(N)

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33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.56 Contract Offer No. 56 - Special Access Service Offer (Cont'd)

33.56.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(D) Failure to Achieve the MARC (Cont'd)

year and the Telephone Company's progress on SLA targets. The Customer and the Telephone Company agree that they will meet in the ninth month of each term year to discuss and address, if necessary, compliance with the Terms and Conditions of the Contract Offer prior to the Anniversary Date.

If the Customer fails to achieve the annual MARC commitment as of the Anniversary Date of each year of the Term Period, the Customer will be notified by the Telephone Company.

The Customer must remit an Annual True-Up payment, the amount of which will be calculated as the difference between the annual MARC for the current term year and the actual recurring annual revenue for the Contributory Services during that term year.

If the Telephone Company does not receive the Annual True-Up amount within 30 days of the Customer's receipt of its notification, the Customer shall be deemed to have terminated this Contract Offer and termination liability charges will apply as set forth in Section 33.56.9.

33.56.5 Discounts and Other Credits

(A) Discount Schedule and Application

(1) Table C contains the level of discounts for this Contract Offer.

TABLE C:

Year	MARC Discount	Discount on Recurring Revenue above the MARC
1	0%	0%
2	5%	5%
3	10%	10%
4	11%	11%
5	12%	12%

(N)

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.56 Contract Offer No. 56 - Special Access Service Offer (Cont'd)33.56.5 Discounts and Other Credits (Cont'd)(C) Non-Recurring Charges (Cont'd)

The Customer must pay all other applicable non-recurring charges, including, but not limited to, rearrangement charges, special construction charges, access order charges, cancellation charges and Access Order Modification charges as described in Pacific Bell Telephone Company F.C.C. No. 1, Section 5.2 for Subject Services pursuant to this Contract Offer.

(D) Portability

The Telephone Company will waive termination liability charges for moves and/or disconnection of Contributory Subject Services. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis. In order to receive credits or a waiver of termination liability charges for such moves and/or disconnects, the following conditions must be met:

- (1) The Customer must be in compliance with all terms and conditions of this Contract Offer.
- (2) The Customer shall be permitted to move and/or disconnect Contributory Subject Services from any of the identical Contract Offers, as described in Section 33.56.2(B).
- (3) DS1 Services must have been in service for a minimum of one (1) month from the original installation date.
- (4) DS3, <sup>(1)</sup> and <sup>(1)</sup> Services must have been in service for a minimum of one (1) year from the original installation date. (D)
- (5) <sup>(1)</sup>, <sup>(1)</sup> and <sup>(1)</sup> Services must have been in service for a minimum of three (3) years from the original installation date. (D)
- (6) If, and to the extent that <sup>(1)</sup> becomes eligible for pricing flexibility, <sup>(1)</sup> may, at the Customer's option, become a (D)  
(D)

<sup>(1)</sup> See footnote (1) on page 33-504

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33. Pricing Flexibility Contract Offerings (Cont'd)

33.56. Contract Offer No. 56 - Special Access Service Offer (Cont'd)

33.56.5 Discounts and Other Credits (Cont'd)

(E) Service Level Assurance (SLA) Performance (Cont'd)

- (2) Mean Time To Repair (MTTR) of DS1 circuits:  
 The average time it takes the Telephone Company to repair all of the Customer's DS1 circuits during the reporting period.
- (3) Mean Time To Repair (MTTR) of DS3 and <sup>(1)</sup> circuits: The average time it takes the Telephone Company to repair all of the Customer's DS3 and <sup>(1)</sup> circuits during the reporting period. (D)
- (4) On Time Delivery - Due Date: Calculated by dividing the number of Customer requests for new service and rearrangements of existing service that were missed for Telephone Company reasons by the total number of new service requests and rearrangements of existing service completed during the reporting period. The date used to determine whether or not the service request was missed is the service confirmation date provided on the Firm Order Confirmation (FOC). This measurement will apply to all of the Customer's DS1, DS3 and <sup>(1)</sup> services. (D)

Table E outlines the SLA performance targets for each measured service in each contract year.

Table E

Measured Service	Year 1 Target	Year 2 Target	Year 3 Target	Year 4 Target	Year 5 Target
% Network Availability (DS1- <sup>(1)</sup> )	99.93%	99.96%	99.96%	99.99%	99.99%
MTTR (DS1 only)	4:45	4:30	4:30	4:15	4:15
MTTR (DS3 & <sup>(1)</sup> )	3:15	3:15	3:00	3:00	3:00
On Time Delivery - Due Date (DS1- <sup>(1)</sup> )	96.00%	96.50%	96.500%	97.00%	97.00%

<sup>(1)</sup> See footnote (1) on page 33-504

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33. Pricing Flexibility Contract Offerings (Cont'd)

33.56 Contract Offer No. 56 - Special Access Service Offer (Cont'd)

33.56.5 Discounts and Other Credits (Cont'd)

(F) SLA Performance Penalties (Cont'd)

(1) (Cont'd)

Table F

<b>Service Quality Measure</b>	<b>Annual Credit if SLA Target not Met</b>
% Network Availability (DS1- <sup>(1)</sup> )	\$100,000
MTTR (DS1 only)	\$100,000
MTTR (DS3 & <sup>(1)</sup> )	\$100,000
On Time Delivery - Due Date (DS1- <sup>(1)</sup> )	\$100,000

(D)

(D)

(D)

The credits in Table F are the total, aggregate amounts that the Customer will be eligible to receive across the five regions identified in Section 33.56.2.B of this Contract Offer.

(2) The Customer will be eligible for the following MARC adjustments in Table G for each measurement that is not achieved by the Telephone Company at each Anniversary Date. However, if the Customer exercises the MARC adjustment option specified in Section 33.56.4, the MARC adjustments in Table G will not apply in the year that the MARC adjustment option is exercised and for the remaining years of the contract.

<sup>(1)</sup> See footnote (1) on page 33-504.

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## ACCESS SERVICE

33. <sup>(1)</sup>

(D)

- <sup>(1)</sup> Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 62 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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33. <sup>(1)</sup>

(D)

- <sup>(1)</sup> Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 63 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 68 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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33. <sup>(1)</sup>

(D)

- <sup>(1)</sup> Material previously contained in this section has been deleted. GigaMAN services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 69 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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33. Pricing Flexibility Contract Offerings (Cont'd)33.70 Contract Offer No. 70 - Special Access Service Offer (Cont'd)33.70.5 Discounts and Other Credits (Cont'd)(A) Discount Schedule and Application (Cont'd)

Example: If the Customer meets the minimum MARC of \$12,000,000 for sum of all Contributory Services and has Subject Services revenue of \$9,584,000. The Customer will be eligible to receive a credit of \$191,681.

$$\$9,854,000 \times 2\% = \$191,680$$

(B) First Year Credit

If at the end of the Year 1 of this Contract Offer, the Customer's MARC for Year 2 is \$15.125M or higher, the Customer will receive an additional credit of 2.78 percent of Subject Services applied to the Customer's bill no later than 90 days after the anniversary date for Year 1.

Example: If the Customer reaches the MARC level of \$15.125M at the end of year 1 for the sum of all Contributory Services and has Subject Services revenue of \$11,230,000. The Customer will be eligible to receive a credit of \$312,194.

$$\$11,230,000 \times 2.78\% = \$312,194$$

33.70.6 Incentives(A) Purchase of New Contributory Subject Services

During the Contract Term period of subscription to this Contract Offer, the Telephone Company will calculate the billed revenue as described in Section 33.70.4 (B), of new eligible Subject Services towards meeting the MARC on the first contract anniversary date, the beginning of the second year of the Contract term period, and such revenue will be will be increased by 15 percent under this Contract Offer.

Example: Assume that the Customer's total monthly billed recurring revenues for new <sup>(1)</sup> services during the first Contract Term Year Period was \$1,000,000 (\$1M). The Telephone Company will calculate the billed revenue for new Contributory Subject Services on the first Contract anniversary date for purchases made during such period and the Customer shall be deemed to have purchased \$1,150,000 (\$1.15M) in Contributory Subject Services. In subsequent years, these <sup>(1)</sup> services would count as \$1,000,000 (\$1M) toward MARC calculations. The calculation to determine if the Customer met the MARC requirements will be:

(New Subject Services purchased during the first contract year multiplied by 1.15) + Existing Contributory Subject Services = Total value of Contributory Subject Services.

(D)

<sup>(1)</sup> See footnote (1) on page 33-635

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.70 Contract Offer No. 70 - Special Access Service Offer (Cont'd)33.70.6 Incentives (Cont'd)(A) Purchase of New Contributory Subject Services (Cont'd)

This total value of Contributory Subject Services will then determine if the Customer meets the MARC as described in Section 33.70.4 and/or has earned any incentive credits as described in Section 33.70. 5.

Purchase of the aforementioned new Subject Services in Year 2, 3, 4 and 5 of this Contract Offer will not receive the increased value towards meeting the MARC.

Example: Assume that the Customer's total monthly billed recurring revenues for new <sup>(1)</sup> services during the second Contract Term Year Period was \$1,000,000 (\$1M). The Telephone Company will calculate the billed revenue for new Contributory Subject Services on the second contract anniversary date, the beginning of the third year of the Contract Term period, for purchases made during the second year and the Customer shall be deemed to have purchased \$1,150,000 (\$1.0M) in Contributory Subject Services toward MARC calculations. The calculation to determine if the Customer met the MARC requirements will be:

(D)

New Subject Services purchased multiplied by 15 percent + Existing Contributory Subject Services (prior year one purchases plus existing subject services) = Total value of Contributory Subject Services.

The increase value of new eligible services shall be used only to determine attainment of the MARC, and not for any other purposes. If the Customer fails to meet the MARC requirements as stated in section 33.70.4 after such calculation as described above, the Customer will be subject to the true-up provision as stated in Section 33. 70.4 (E)

For purposes of this Contract Offer, a new <sup>(1)</sup> service must meet one of the following criteria:

(D)

(1) Newly ordered and provisioned during the first year of the Contract Term period by the customer under this Contract Offer; or

(2) Upgrade of an existing Special Access service during the first year of the Contract Period that was not previously a <sup>(1)</sup> (e.g., upgrade of a DS1 or DS3 to a <sup>(1)</sup> service) under the provisions set forth in other sections of this tariff.

(D)

(D)

<sup>(1)</sup> See footnote (1) on page 33-635

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings33.71 Contract Offer No. 71- Special Access Service Offer33.71.1 General Description

Special Access Service Offer is an access discount plan for DS1, DS3, <sup>(1)</sup>, Dedicated SONET Ring Services (DSRS), and <sup>(1)</sup> Services (Contract Offer No. 71), for which subscription is required in the following SBC Companies: Ameritech Operating Companies (Ameritech); The Southern New England Telephone Company (SNET); Pacific Bell Telephone Company (PBTC); and Southwestern Bell Telephone Company (SWBT). Contract Offer No. 71 is available to any Customer with at least \$ 2,000,000 in cumulative annual revenue for Subject Services as described in Section 33.71.2 for the above mentioned SBC Companies. Customer must meet the eligibility criteria set forth in Section 33.71.3 and also must comply with the terms and conditions as described in Section 33.71.4. This contract offering is available in the MSAs listed in Section 33.71.3. (D)

Contract Offer No. 71 requires that the Customer maintain a Minimum Annual Revenue Commitment (MARC) for each year of the three (3) year Term Period. In the event the Customer does not meet the MARC as of each anniversary date of each term year, the Customer must remit the shortfall payment as set forth in Section 33.71.5. Notwithstanding the obligation to pay such shortfall, if the Customer does not comply with Section 33.71.5, Termination Liability Charges in accordance with Section 33.71.8 shall apply.

Contract Offer No. 71 is only available for subscription September 7, 2005 through October 7, 2005. This offer is not renewable.

(1) Material previously contained in this section has been deleted. GigaMAN and OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 71 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.71 Contract Offer No. 71- Special Access Service Offer (Cont'd)33.71.2 Subject Services Available Under Contract Offer No. 71

Contract Offer No. 71 applies to pricing-flexibility-qualified access services (Hereafter referred to as Subject Services) contained in the following tariff sections:

- (1) High Capacity DS1 and DS3 Special Access Services - Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section 7.2.9 (D)
- (2) <sup>(1)</sup> (D)
- (3) Dedicated SONET Ring and Access Services - Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section 7.2.11 (D)
- (4) <sup>(1)</sup> (D)

All terms and conditions for the Subject Services listed above are governed by their respective tariff sections except where provision of this Contract Offer No. 71 conflict with such respective tariff sections, in which case the provisions provided herein shall prevail.

33.71.3 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive discounts for the purchase of Subject Services pursuant to Contract Offer No. 71:

- (1) Service must be a pricing-flexibility-qualified access service described in Section 33.71.2.
- (2) Services must be located in the following Pricing Flexibility Qualified MSAs:

Bakersfield CA, Fresno CA, Los Angeles/Long Beach CA, Modesto CA, Oxnard/Ventura CA, Sacramento CA, San Diego CA, San Francisco/Oakland CA, San Jose CA, Santa Rosa CA, Stockton CA

<sup>(1)</sup> See footnote (1) on page 33-651

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.71 Contract Offer No. 71- Special Access Service Offer (Cont'd)33.71.6 Rates and Charges (Cont'd)

## (B) Non-Recurring Charges

(1) The Telephone Company shall waive the following Non-Recurring Charges associated with the purchase of qualifying DS1 and DS3 Services subscribed to this Contract Offer:

- (a) Administrative Charge per order
- (b) Design and Central Office Connection Charge per Circuit
- (c) Customer Connection Charge per termination

(2) Non-Recurring Charges and/or Special Construction Charges may apply to new installations of <sup>(1)</sup>, DSRS, (D) and <sup>(1)</sup> Service subscribed to this Contract Offer (D) based on the cost of the Telephone Company to provide the new service.

33.71.7 DS1 and DS3 Portability

## (A) DS1 Portability shall be provided as follows:

The Telephone Company shall credit the Customer any paid early termination liability charges for the disconnection of DS1s throughout the term of Contract Offer No. 71 as long as the DS1 has been in service for a minimum of one (1) year, provided that the eligibility criteria in Section 33.71.3 and terms and conditions in Section 33.71.4 have been met. The in-service period is calculated from the date the circuit is installed, which may be earlier than the date the Term Period of Contract Offer No. 71 begins.

## (B) DS3 Portability shall be provided as follows:

The Telephone Company will credit the Customer paid early termination liability charges for the disconnection or move of DS3s in each year throughout the term of Contract Offer No. 71, provided that the eligibility criteria in Section 33.71.3 and terms and conditions in Section 33.71.4 have been met. The number of DS3 circuits disconnected or moved each year without termination liability charge is not to exceed 10% of DS3 circuits in place at the beginning of each year of the term period. Disconnects or moves in excess of 10% will incur early termination liability charges in accordance with the termination liability described in Section 33.71.8.

<sup>(1)</sup> See footnote (1) on page 33-651

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## ACCESS SERVICE

33. <sup>(1)</sup>

(D)

- <sup>(1)</sup> Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 72 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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## ACCESS SERVICE

33. <sup>(1)</sup>

(D)

<sup>(1)</sup> Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 82 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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## ACCESS SERVICE

33. <sup>(1)</sup>

(D)

- <sup>(1)</sup> Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 83 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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33. <sup>(1)</sup>

(D)

- <sup>(1)</sup> Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 89 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 33-799

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 33-799

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 33-799

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 33-799

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 33-799

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings33.91 Contract Offer No. 91 - <sup>(1)</sup> Service Offer

(D)

33.91.1 General Description

<sup>(1)</sup> Service Offer (Contract Offer No. 91) is an access services discount pricing plan that permits Customers that meet the Eligibility Criteria in Section 33.91.3, and the Terms & Conditions in Section 33.91.4, to purchase Subject Services in Section 33.91.2 at the discounted rates listed in Section 33.91.5. Subject Services provided under Contract Offer No. 91 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) listed in Section 33.91.3(B). Contract Offer No. 91 is available for subscription from May 13, 2006 through June 13, 2006. This Contract Offer is not renewable.

33.91.2 Subject Services

(A) Contract Offer No. 91 applies to the following pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

- (1) <sup>(1)</sup>;
- (2) PBTC Tariff F.C.C. No. 1, Section 7.2.9 - DS3 High Capacity Service;
- (3) PBTC Tariff F.C.C. No. 1, Section 7.2.9 - DS1 High Capacity Service; and
- (4) <sup>(1)</sup>.

(D)

(D)

(B) All Terms and Conditions for the Subject Services listed above are governed by their respective tariff sections, except as noted herein.

33.91.3 Eligibility Criteria

The following eligibility criteria must be met to receive the Contract Offer No. 91 discounted rates:

- (A) Services must be pricing flexibility qualified access services listed in Section 33.91.2(A);
- (B) Services must be located in the San Diego, CA MSA;
- (C) Subject Services ordered pursuant to this Contract Offer must be new; and
- (D) All traffic must originate or terminate at a Mobile Switching Center (MSC).

<sup>(1)</sup> Material previously contained in this section has been deleted. DSRS and OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 91 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.91 Contract Offer No. 91 - <sup>(1)</sup> Service Offer (Cont'd) (D)33.91.4 Terms and Conditions(A) Term Period

The contract term (Term Period) shall be five (5) years commencing on the date billing begins. Billing shall begin no later than thirty (30) days after the Telephone Company's completion of the <sup>(1)</sup> access service request. This offer is not renewable. (D)

At the expiration of the Term Period, the Customer may choose from the payment options described in PBTC Tariff F.C.C. No. 1, Sections <sup>(1)</sup> and 31, for <sup>(1)</sup>. If, at the expiration of the Customer's Contract Term Period, the Customer does not choose to disconnect or to select one of those payment options, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 31. (D)

Rate stability under Contract Offer No. 91 shall apply only to the rates specific to this Contract Offer, as provided in the Rate Table in Section 33.91.5. Subject Services are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options, and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in this Contract Offer. Subject Services are also subject to general terms and conditions of PBTC F.C.C. Tariff No. 1, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

<sup>(1)</sup> See footnote (1) on page 33-809

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.91 Contract Offer No. 91 - <sup>(1)</sup> Service Offer (Cont'd)

(D)

33.91.4 Terms and Conditions (Cont'd)

- (B) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company.
- (C) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges, which are the documented actual costs incurred by the Telephone Company up to the date of cancellation.
- (D) If the Customer discontinues service under Contract Offer No. 91 and/or terminates this Contract Offer in its entirety during the Term Period, termination liability charges will apply in accordance with Section 33.91.10.
- (E) Any additional service features or functions not included in Section 33.91.5 of this Contract Offer must be requested by the Customer, and will be provided by the Telephone Company according to Section 31 - Metropolitan Statistical Area Access Services.
- (F) The Customer must purchase, at minimum, the following services, all of which must be located in the San Diego, CA MSA:
- (i) Two (2) new <sup>(1)</sup> rings to be ordered within thirty (30) days of contract subscription;
  - (ii) Seven Hundred (700) new subtending DS1 services, to be installed within eighteen (18) months of contract subscription; and
  - (iii) Sixty (60) new subtending DS3 services, to be installed within eighteen (18) months of contract subscription.
- (G) All <sup>(1)</sup>, DS3 and DS1 elements listed in Section 33.91.5 must subtend <sup>(1)</sup> Services ordered pursuant to this Contract Offer.
- (H) The Customer may not combine this Contract Offer with any other promotional, contract offering, or discount Plan.

(D)

(D)

(D)

33.91.5 Rates and Charges

- (A) <sup>(1)</sup> Service Rates and Charges:  
The Customer shall receive a twenty-five (25) percent discount off the current sixty (60) month term rate elements provided in Section <sup>(1)</sup> for <sup>(1)</sup> Service, as calculated and reflected in Table A. Prevailing tariff NRCs (NRCs) in Sections <sup>(1)</sup> and 31 for <sup>(1)</sup> service shall apply.

(D)

(D)

(D)

<sup>(1)</sup> See footnote (1) on page 33-809

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ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

33.91 Contract Offer No. 91 - <sup>(1)</sup> Service Offer (Cont'd) (D)

33.91.5 Rates and Charges (Cont'd)

(A) (Cont'd)

New <sup>(1)</sup> that are added after the installation of the initial <sup>(1)</sup>, pursuant to 33.91.5(A), the Term Plan applicable to the new <sup>(1)</sup> Service will be co-terminus with the Term Period provided in section 33.91.4(A) of this Contract Offer, except as otherwise provided below: (D)

If new <sup>(1)</sup> service is ordered during the last twelve (12) months of the Term Period, the Customer will be billed, and must pay, the Monthly Recurring Rates (MRCs) listed above for a minimum period of twelve (12) months to be billed as a lump sum at the end of the Term Period. If the application of this Section 33.91.5 results in a term of less than twelve (12) months applicable to any <sup>(1)</sup> Service, the Customer shall be billed at the above MRCs as a lump sum to be billed at the end of the Term Period. The lump sum would be calculated by multiplying the number of months times the MRCs as outlined in this Section. (D)

(B) Subtending DS3 Service Rates and Charges:

The Customer will receive a twenty-five (25) percent discount off the current sixty (60) month term rates provided in Section 31.5.2 for DS3 High Capacity Service, as calculated and reflected in Table B, below.

**Table B**

DS3		
Element	USOC	Rate
LDC	Z3MA+	\$ 727.50
Transport Mileage-Fixed	1L5XX	\$ 300.00
Transport Mileage-Variable	1L5XX	\$ 13.13
Multiplexing	MQ3/MQ4	\$ 206.25

When a DS3 is added to the <sup>(1)</sup>, the DS3 shall be subject to a sixty (60) month service term. Prevailing tariff NRCs for DS3 service shall apply. (D)

<sup>(1)</sup> See footnote (1) on page 33-809

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ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

33.91 Contract Offer No. 91 - <sup>(1)</sup> Service Offer (Cont'd)

(D)

33.91.5 Rates and Charges (Cont'd)

(B) Subtending DS3 Service Rates and Charges: (Cont'd)

Following the end of the Term Period of this Contract Offer, any DS3 service purchased subject to this Contract Offer shall be provided according to the rates, terms and conditions of the otherwise applicable sixty (60) month term plan found in PBTC Tariff F.C.C. No. 1, Section 31.5.2. Otherwise applicable NRCs for DS3 service shall apply as referenced in Section 31.

(C) Subtending DS1 Service Rates and Charges:

The Customer will receive a fifteen (15) percent discount off the current sixty (60) month term rates provided in Section 31.5.2 for High Capacity DS1 Service, as calculated and reflected in Table C, below.

**Table C**

<b>DS1 Element</b>	<b>USOC</b>	<b>Rate</b>
DS1 CHANNEL TERMINATION - Per Point of Termination	TMECS	\$ 85.00
FIXED Mileage	1L5XX	\$ 29.75
PER MILE Variable	1L5XX	\$ 7.23
CENTRAL OFFICE MULTIPLEXING - DS1 to VOICE/DATA	MQ1	\$136.00

(D)

When a DS1 is added to the <sup>(1)</sup>, the DS1 shall be subject to a sixty (60) month service term. Prevailing tariff NRCs for DS1 service shall apply.

(D)

(D) Subtending <sup>(1)</sup> Service Rates and Charges:

Customer will receive a twenty-five (25) percent discount off the current sixty (60) month term rate elements set forth in Sections 31 or <sup>(1)</sup>, <sup>(1)</sup> Service, for any <sup>(1)</sup> service that subtends <sup>(1)</sup> Services ordered pursuant to this Contract Offer, as calculated and reflected in Table D.

(D)

(D)

<sup>(1)</sup> See footnote (1) on page 33-809

ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

33.91 Contract Offer No. 91 - <sup>(1)</sup> Service Offer (Cont'd)

(D)

33.91.5 Rates and Charges (Cont'd)

(D) Subtending <sup>(1)</sup> Service Rates and Charges: (Cont'd)

(D)

**Table D**

(1)		
<b>Element</b>	<b>USOC</b>	<b>Rate</b>
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
<b>Element</b>	<b>USOC</b>	<b>Rate</b>
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
<b>Element</b>	<b>USOC</b>	<b>Rate</b>
(1)		
(1)		
(1)		
(1)		
(1)		
(1)		
<b>Element</b>	<b>USOC</b>	<b>Rate</b>
(1)		
(1)		
(1)		
(1)		
(1)		

(D)

(D)

<sup>(1)</sup> See footnote (1) on page 33-809

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.91 Contract Offer No. 91 - <sup>(1)</sup> Ring Service Offer (Cont'd) (D)33.91.5 Rates and Charges (Cont'd)(D) Subtending <sup>(1)</sup> Service Rates and Charges:  
(Cont'd) (D)

When an <sup>(1)</sup> is added to the <sup>(1)</sup>, the <sup>(1)</sup> shall be subject to a sixty (60) month service term. Prevailing tariff NRCs for <sup>(1)</sup> service shall apply. (D)

Following the end of the Term Period, any <sup>(1)</sup> service purchased subject to this Contract Offer shall be provided according to the rates, terms and conditions of the otherwise applicable sixty (60) month term plan found in PBTC Tariff F.C.C. No. 1, Section 31.5.2. Otherwise applicable NRCs for <sup>(1)</sup> service shall apply as referenced in Section 31. (D)

33.91.6 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to PBTC Tariff F.C.C. No. 1, Section 2.1.2, the Telephone Company will acknowledge such transfer or assignment if the criteria in PBTC Tariff F.C.C. No. 1, 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) or (B) 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 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 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.

<sup>(1)</sup> See footnote (1) on page 33-809

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.91 Contract Offer No. 91 - <sup>(1)</sup> Service Offer (Cont'd)

(D)

33.91.7 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in 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.

33.91.8 Upgrade Option

(A) If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Services provided under this Contract Offer, and such new offering(s) employ new technology not available from the Telephone Company at the commencement of the Term Period, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Services provided under this Contract offer, without incurring termination liability under this Contract Offer, provided, however, that the contract offer, other contract or tariff governing the new service includes a term period and billing equal to, or greater than, that of this Contract Offer. The Customer may exercise the upgrade option provided the following conditions are met:

- (1) The Customer must meet all eligibility requirements outlined in Section 33.91.3, and Terms and Conditions outlined in Section 33.91.4;
- (2) The Customer must notify the Telephone Company ninety (90) days prior to exercising this option; and
- (3) The Customer will be responsible for all NRCs associated with the upgrade, as well as any Special Construction Charges incurred by the Telephone Company to provision the upgraded service.

<sup>(1)</sup> See footnote (1) on page 33-809

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.91 Contract Offer No. 91 - <sup>(1)</sup> Service Offer (Cont'd)

(D)

33.91.9 Portability

The Telephone Company will waive otherwise applicable termination liability charges for moves of existing DS1 and DS3 Subject Services, provided that the Customer complies with the conditions set forth below. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for those charges on a quarterly basis.

- (A) The Customer must be in compliance with all Terms and Conditions of this Contract Offer;
- (B) DS1 Subject Services must have been in service for a minimum of twelve (12) months to be eligible for portability;
- (C) DS3 Subject Services must have been in service for a minimum of two (2) years to be eligible for portability; and
- (D) <sup>(1)</sup> Subject Services must have been in service for a minimum of two (2) years to be eligible for portability.

(D)

33.91.10 Termination Liability

Termination liability language shall apply as described below in lieu of the termination liability provisions of Tariff F.C.C. No. 1, Sections 7, 20, <sup>(1)</sup>, 31 or <sup>(1)</sup>. If the Customer discontinues services and/or terminates this Contract Offer before the completion of the Term Period for any reason, except as provided under Section 33.91.9, the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 33.91.3, or the Terms and Conditions in Section 33.91.4.

(D)

These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described below.

The Customer's termination liability charges shall be equal to:

50% of all MRCs for the balance of the Customer's five (5) year Term Period for all services under contract (<sup>(1)</sup>, <sup>(1)</sup>, DS3 and DS1 services).

(D)

Upon termination, all Subject Services then remaining in service will be converted to the prevailing month to month extension tariff rates applicable to the Subject Service. Prevailing tariff rates are highlighted in PBTC Tariff F.C.C. No. 1, Section 31 for Phase 2 MSAs.

<sup>(1)</sup> See footnote (1) on page 33-809

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33. Pricing Flexibility Contract Offerings (Cont'd)

33.91 Contract Offer No. 91 - <sup>(1)</sup> Service Offer (Cont'd)

(D)

33.91.10 Termination Liability (Cont'd)

The termination liability charge shall be calculated as follows:

(MRCs) multiplied by (Months remaining in billing)  
multiplied by (Termination percentage of 50%)

Example: A Customer with a \$75,000 Monthly Recurring Charge terminates service after three (3) years, and has twenty-four (24) months remaining on the five (5) year Term Period. The termination liability would be calculated as:

$(\$75,000 \times 24 \text{ months}) \times 50\% = \$900,000$  termination liability charge

<sup>(1)</sup> See footnote (1) on page 33-809

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ACCESS SERVICE

33. <sup>(1)</sup>

(D)

<sup>(1)</sup> Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 92 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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33. <sup>(1)</sup>

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33. <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 33-820

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings33.96 Contract Offer No. 96 - <sup>(1)</sup> Service Offer (D)33.96.1 General Description

Contract Offer No. 96 - <sup>(1)</sup> Service Offer is an access discount pricing plan that permits Customers that meet the Eligibility Criteria in Section 33.96.3 and the Terms & Conditions in Section 33.96.4 to purchase Subject Services in Section 33.96.2 at the discounted rates listed in Section 33.96.5. Subject Services provided under Contract Offer No. 96 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) described in Section 33.96.3(B). Contract Offer No. 96 is available for subscription from June 14, 2006 through July 14, 2006. This Contract Offer is not renewable. (D)

33.96.2 Subject Services

(A) Contract Offer No. 96 applies to the following pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

- (1) <sup>(1)</sup>;
- (2) PBTC Tariff F.C.C. No. 1, Section 7 or 31.5.2.7 - DS3 High Capacity Service;
- (3) PBTC Tariff F.C.C. No. 1, Section 7 or 31.5.2.7 - DS1 High Capacity Service; and
- (4) <sup>(1)</sup>.

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

33.96.3 Eligibility Criteria

The following eligibility criteria must be met to receive the Contract Offer No. 96 discounted rates:

- (A) Subject Services must be pricing flexibility qualified access services listed in Section 33.96.2(A);
- (B) Subject Services must be located in the Los Angeles, CA MSA;
- (C) Subject Services ordered pursuant to this Contract Offer must be new; and
- (D) All traffic must originate or terminate at a Mobile Switching Center (MSC).

<sup>(1)</sup> Material previously contained in this section has been deleted. DSRS and OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 96 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.96 Contract Offer No. 96 - <sup>(1)</sup> Service Offer  
(Cont'd)

(D)

33.96.4 Terms and Conditions(A) Term Period

The contract term (Term Period) shall be five (5) years commencing on the date billing begins. Billing shall begin no later than thirty (30) days after the Telephone Company's completion of the <sup>(1)</sup> Access Service Request. This offer is not renewable.

(D)

At the expiration of the Term Period, the Customer may choose from the payment options described in PBTC Tariff F.C.C. No. 1, Section <sup>(1)</sup> and 31 for <sup>(1)</sup>, <sup>(1)</sup>, DS3 and DS1 Service. If, at the expiration of the Customer's Contract Term Period, the Customer does not choose to disconnect or to select one of those payment options, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 31.

(D)

Rate stability under Contract Offer No. 96 shall apply only to the rates specific to this Contract Offer, as provided in the Rate Tables in Section 33.96.5 of this Contract Offer. Subject Services are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options, and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the Terms and Conditions described in this Contract Offer. Subject Services are also subject to general terms and conditions of PBTC F.C.C. Tariff No. 1, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

Purchase of the Subject Services in 33.96.2 is subject to the specific Terms and Conditions of this Contract Offer. Purchase of the Subject Services in 33.96.2 is also subject to general terms and conditions of F.C.C. Tariff No. 1 and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

(B) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(C) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

<sup>(1)</sup> See footnote (1) on page 33-848

(This page filed under Transmittal No. 385 )

## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.96 Contract Offer No. 96 - <sup>(1)</sup> Service Offer  
(Cont'd) (D)33.96.4 Terms and Conditions (Cont'd)

- (D) If the Customer discontinues service under Contract Offer No. 96 and/or terminates this Contract Offer in its entirety during the Term Period, termination liability charges will apply in accordance with Section 33.96.8.
- (E) Any additional service, features or functions not included in Section 33.96.5 of this Contract Offer must be requested by the Customer, and will be provided by the Telephone Company according to Section 31 - Metropolitan Statistical Area Access Services.
- (F) The Customer must purchase, at minimum, the following new Subject Services, all of which must be located in the Los Angeles, CA MSA:
- (i) Two (2) <sup>(1)</sup> with the configurations outlined in Section 33.96.5, to be ordered within thirty (30) days of contract subscription; (D)
- (ii) Fifty (50) subtending DS3 services, to be installed within 18 months of contract subscription; and
- (iii) Two thousand (2000) subtending DS1 services, to be installed within twenty-four (24) months of contract subscription.
- (G) All <sup>(1)</sup>, DS3 and DS1 elements listed in Section 33.96.5 must subtend <sup>(1)</sup> Services ordered pursuant to this Contract Offer. (D)
- (H) The Customer may not combine this Contract Offer with any other promotional, contract offering, or discount plan. (D)

33.96.5 Rates and Charges(A) <sup>(1)</sup> Service Rates and Charges: (D)

The Customer shall receive discounted rates provided below off the sixty (60) month term rate elements provided in Section <sup>(1)</sup> for <sup>(1)</sup> Service, as outlined in Table A on the following page, provided the first two (2) <sup>(1)</sup> Services ordered pursuant to this Contract have five (5) Central Office <sup>(1)</sup> <sup>(1)</sup> and at least one (1) Customer Premise <sup>(1)</sup> <sup>(1)</sup> on each of the first two (2) <sup>(1)</sup>. Prevailing tariff Non-Recurring Charges (NRCs) in Section <sup>(1)</sup> and 31 for <sup>(1)</sup> service shall apply. (D)

<sup>(1)</sup> See footnote (1) on page 33-848

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ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

33.96 Contract Offer No. 96 - <sup>(1)</sup> Service Offer (D)  
 (Cont'd)

33.96.5 Rates and Charges (Cont'd)

(A) <sup>(1)</sup> Service Rates and Charges: (D)  
 (Cont'd)

If new <sup>(1)</sup> are added after the installation of the (D)  
 initial <sup>(1)</sup> pursuant to 33.96.5(A), the Term Plan (D)  
 applicable to any new <sup>(1)</sup> Service will be co-terminus (D)  
 with the Term Period provided in Section 33.96.4(A) of  
 this Contract Offer, except as otherwise provided  
 below:

If new <sup>(1)</sup> service is ordered during the last twelve (D)  
 (12) months of the Term Period, the Customer will be  
 billed, and must pay, the Monthly Recurring Rates  
 (MRCs) listed in Table A for a minimum service term  
 period of twelve (12) months from the date upon which  
 the Subject Service is placed in service. If the  
 application of this Section 33.96.5 results in a  
 service term period extending beyond the Term Period of  
 this Contract offer, then any charges remaining during  
 the service term period shall be billed and paid as a  
 lump sum at the end of the Term Period. The lump sum  
 shall be calculated by multiplying the number of months  
 times the MRCs as outlined in this Section.

(A) Subtending DS3 Service Rates and Charges:

The Customer shall receive the discounted rates  
 provided below off the sixty (60) month term rates  
 provided in Section 31.5.2.7 for High Capacity DS3  
 Service, as outlined in Table B below.

**Table B**

DS3				
Element	USOC	Zone 1	Zone 2	Zone 3
Channel Termination	Z3MA+	\$727.50	\$743.00	\$757.50
Channel Mileage-Fixed	1L5XX	\$300.00	\$308.00	\$326.25
Channel Mileage-Per Mile	1L5XX	\$ 13.13	\$ 15.00	\$ 16.88
Multiplexing	MQ3/MQ4	\$206.25	\$214.00	\$221.25

When a DS3 is added to the <sup>(1)</sup>, the DS3 shall be subject (D)  
 to a sixty (60) month service term. Prevailing tariff  
 NRCs for DS3 service shall apply.

<sup>(1)</sup> See footnote (1) on page 33-848

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ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

33.96 Contract Offer No. 96 - <sup>(1)</sup> Service Offer (Cont'd)

(D)

33.96.5 Rates and Charges (Cont'd)

(B) Subtending DS3 Service Rates and Charges: (Cont'd)

Following the end of the Term Period of this Contract Offer, any DS3 service purchased subject to this Contract Offer shall be provided according to the rates, terms and conditions of the applicable sixty (60) month term plan found in Section 7 or 31.5.2.7. Otherwise, applicable NRCs for DS3 service shall apply as referenced in Section 31.

(A) Subtending DS1 Service Rates and Charges:

The Customer shall receive the discounted rates provided below off the sixty (60) month term rates provided in Section 31.5.2.7 for High Capacity DS1 Service, as outlined in Table C.

**Table C**

DS1 Element	USOC	Zone 1	Zone 2	Zone 3
Channel Termination	TMECS	\$ 80.00	\$ 88.00	\$ 96.00
Channel Mileage-Fixed	1L5XX	\$ 28.00	\$ 30.00	\$ 32.00
Channel Mileage-Per Mile	1L5XX	\$ 6.80	\$ 7.00	\$ 7.40

(D)

When a DS1 is added to the <sup>(1)</sup>, the DS1 shall be subject to a sixty (60) month service term. Prevailing tariff NRCs for DS1 service shall apply.

Following the end of the Term Period of this Contract Offer, any DS1 service purchased subject to this Contract Offer shall be provided according to the rates, terms and conditions of the applicable sixty (60) month term plan found in Section 7 or <sup>(1)</sup>. Otherwise, applicable NRCs for DS1 service shall apply as referenced in Section 31

(D)

(D) Subtending <sup>(1)</sup> Rates and Charges:

(D)

The Customer shall receive the discounted rates provided in Table D on the following page, off the sixty (60) month term rate elements set forth in Section <sup>(1)</sup>, <sup>(1)</sup> Service for any <sup>(1)</sup> service that subtends <sup>(1)</sup> Services ordered pursuant to this Contract Offer, as outlined in Table D.

(D)  
(D)

<sup>(1)</sup> See footnote (1) on page 33-848

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33. Pricing Flexibility Contract Offerings (Cont'd)

33.96 Contract Offer No. 96 - <sup>(1)</sup> Service Offer  
 (Cont'd)

(D)

33.96.5 Rates and Charges (Cont'd)

(A) (Cont'd)

**Table D**

<sup>(1)</sup> Service		
Element	USOC	RATE
<sup>(1)</sup>		
<sup>(1)</sup>		
<sup>(1)</sup>		
<sup>(1)</sup>		
<sup>(1)</sup>		
<sup>(1)</sup>		
<sup>(1)</sup>		
Element	USOC	RATE
<sup>(1)</sup>		
<sup>(1)</sup>		
<sup>(1)</sup>		
<sup>(1)</sup>		
<sup>(1)</sup>		

(D)

(D)

(D)

When an <sup>(1)</sup> service is added to the <sup>(1)</sup>, the <sup>(1)</sup> service shall be subject to a sixty (60) month service term. Prevailing tariff NRCs for <sup>(1)</sup> service shall apply.

(D)

Following the end of the Term Period of this Contract Offer, any <sup>(1)</sup> service purchased subject to this Contract Offer shall be provided according to the rates, terms and conditions of the applicable sixty (60) month term plan found in Section <sup>(1)</sup> or <sup>(1)</sup>. Otherwise, applicable NRCs for <sup>(1)</sup> service shall apply as referenced in Section 31.

(D)

(D)

(D)

<sup>(1)</sup> See footnote (1) on page 33-848

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33. Pricing Flexibility Contract Offerings (Cont'd)33.96 Contract Offer No. 96 - <sup>(1)</sup> Service Offer  
(Cont'd)

(D)

33.96.6 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to PBTC Tariff F.C.C. No. 1, Section 2.1.2, the Telephone Company will acknowledge such transfer or assignment if the criteria in PBTC Tariff F.C.C. No. 1, 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) or (B) 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 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 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

33.96.7 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in 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.

<sup>(1)</sup> See footnote (1) on page 33-848

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## ACCESS SERVICE

## 33. Pricing Flexibility Contract Offerings (Cont'd)

33.96 Contract Offer No. 96 - <sup>(1)</sup> Service Offer  
(Cont'd)

(D)

## 33.96.8 Termination Liability

Termination liability language shall apply as described below in lieu of the termination liability provisions of PBTC Tariff F.C.C. No. 1, Sections 7, <sup>(1)</sup>, <sup>(1)</sup>, 31 or <sup>(1)</sup>. If the Customer discontinues services and/or terminates this Contract Offer before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination Liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 33.96.3 or the Terms and Conditions in Section 33.96.4.

(D)

These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described below.

The Customer's termination liability charges shall be equal to:

50% of all MRCs for the balance of the Customer's five (5) year Term Period for all services under Contract 96 <sup>(1)</sup>, <sup>(1)</sup>, DS3 and DS1 services).

(D)

(D)

Upon termination, all Subject Services remaining in service will be converted to the prevailing month to month extension tariff rates applicable to the Subject Service. Prevailing tariff rates are highlighted in Section 31 for Phase 2 MSAs.

The termination liability charge shall be calculated as follows:

MRCs multiplied by (Months remaining in billing)  
multiplied by (Termination percentage of 50%)

Example: A Customer with a \$75,000 Monthly Recurring Charge terminates service after three(3) years, and has twenty-four (24) months remaining on the five (5) year Term Period. The termination liability would be calculated as:

(\$75,000 X 24 months) X 50% = \$900,000 termination liability charge

<sup>(1)</sup> See footnote (1) on page 33-848

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 97 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 33-857

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 33-857

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 33-857

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33. <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 33-857

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 33-857

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33. <sup>(1)</sup>

(D)

- <sup>(1)</sup> Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 98 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 33-863

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 33-863

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33. <sup>(1)</sup>

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<sup>(1)</sup> See footnote (1) on page 33-863

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 33-863

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 33-863

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 33-863

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33. Pricing Flexibility Contract Offerings (Cont'd)

33.99 Contract Offer No. 99 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

33.99.2 Services Available For WAMS-VIP Offer

(A) Contract Offer No. 99 applies to billed recurring revenues for the qualified access services contained in PBTC Tariff F.C.C. No. 1 (Qualified Access Services), listed in Table A, below:

**Table A**

Services	General Basic Description	Rates and Charges	
DS1 and DS3 Service	7.2.9	7.5.9	31.5.2.7
Broadband Circuit Service	20.1	20.3	31.5.2.11
(1)			
(1)			
SONET Ring and Access Service	7.2.11	7.5.13	31.5.2.10
(1)			
(1)			
(1)			

(D)  
(D)  
(D)  
(D)  
(D)  
(D)

(B) When additional Qualified Access Services are added to the services available under PBTC Tariff F.C.C. No. 1, all billed, recurring revenues for such additional Qualified Access Services will be added to this Contract Offer No. 99 for the purposes of calculating the credits and incentives included in this Contract Offer No. 99.

(C) All terms and conditions for the Qualified Access Services are governed by the respective tariff sections, except as noted in this Contract Offer No. 99.

<sup>(1)</sup>Material previously contained in this section has been deleted. DSRS, GigaMAN, MON, and OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 99 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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33. Pricing Flexibility Contract Offerings (Cont'd)33.99 Contract Offer No. 99 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)33.99.10 Termination (Cont'd)(B) Excessive Service Outage Termination

An Excessive Service Outage occurs when the Customer's, <sup>(1)</sup>, or any <sup>(1)</sup> based Qualified Access Service experiences simultaneous equipment service interruptions of both the working and protection path of the network, and the service interruptions have not been excepted from treatment for a credit allowance under PBTC Tariff F.C.C. No. 1, Section 2. (D)

(1) An Excessive Service Outage remedy will be available to the Customer if any of the following conditions apply:

(a) If, during any consecutive six (6) month period, there are more than two (2) Excessive Service Outages on an individual <sup>(1)</sup>; (D)

(b) If, during any consecutive twelve (12) month period, there are more than three (3) Excessive Service Outages on an individual <sup>(1)</sup>; and/or (D)

(c) If Excessive Service Outages reach a cumulative total of twelve (12) hours in any period of thirty (30) consecutive calendar days on an individual <sup>(1)</sup>. (D)

<sup>(1)</sup> See footnote (1) on page 33-871

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## ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)33.99 Contract Offer No. 99 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)33.99.10 Termination (Cont'd)(B) Excessive Service Outage Termination (Cont'd)

(2) If an Excessive Service Outage occurs, the Customer shall have one of the following Excessive Service Outage remedies. The Customer shall elect one of these remedies within sixty (60) days after the end of the Excessive Service Outage, as defined in Section 33.99.10(B)(1), by providing written notice to the Telephone Company:

(a) All underlying tariff remedies for the outage will apply for each Excessive Service Outage with no monthly limitations;

(b) Any failed equipment that is responsible for an Excessive Service Outage will be replaced, at no charge to the Customer, and with no change in the Customer's Term Period; or

(c) The Customer may terminate its subscription to the <sup>(1)</sup> service which incurred the outage(s) without incurring termination liability charges, if applicable, by providing written notice to the Telephone Company. Termination will be effective within two hundred and forty (240) calendar days following delivery of written notice to the Telephone Company.

(D)

<sup>(1)</sup> See footnote (1) on page 33-871

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## ACCESS SERVICE

33. <sup>(1)</sup>

(D)

- <sup>(1)</sup> Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 100 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> See footnote (1) on page 33-897

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## ACCESS SERVICE

33. <sup>(1)</sup>

(D)

- <sup>(1)</sup> Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 102 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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## ACCESS SERVICE

33. <sup>(1)</sup>

(D)

- <sup>(1)</sup> Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 103 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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33. <sup>(1)</sup>

(D)

<sup>(1)</sup> Material previously contained in this section has been deleted. WaveMAN<sup>SM</sup> services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 104 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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33. <sup>(1)</sup>

(D)

- <sup>(1)</sup> Material previously contained in this section has been deleted. GigaMAN services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 110 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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## ACCESS SERVICE

33. <sup>(1)</sup>

(D)

- <sup>(1)</sup> Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 114 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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33. <sup>(1)</sup>

(D)

- <sup>(1)</sup> Material previously contained in this section has been deleted. MON services formerly contained in this Contract Offer 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](http://www.att.com/guidebook). Contract Offer No. 120 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contracts (i.e., those in place prior to de-tariffing) on the Commissions' website <http://svartifoss2.fcc.gov/prod/ccb/etfs/>, effective December 31, 2007.

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35.<sup>(1)</sup>

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(D)

<sup>(1)</sup> See footnote (1) on page 35-1

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