

**TARIFF DISTRIBUTION**

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PURPOSE: PF 166 -Special Access Service Offer

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ACCESS SERVICE  
CHECK SHEET

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. 10 contains all changes from the original tariff that are in effect on the date hereof.

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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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33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.166 Contract Offer No. 166-Special Access Service Offer

33.166.1 General Description

This Special Access Service Offer (Contract Offer No. 166) provides for discounted rates and associated terms and conditions for Subject Services, as described in Section 33.166.2, below. To receive discounts under this Contract Offer, the Customer must meet the Eligibility Criteria described in Section 33.166.3, and must comply with all terms and conditions of this Contract Offer and any other applicable provisions of this Tariff No. 1. Contract Offer No. 166 will be available for subscription only from April 2, 2014 through May 2, 2014. This offer is not renewable.

33.166.2 Subject Services

The rates, terms and conditions of this Contract Offer apply to pricing-flexibility-qualified access services or rate elements contained in the following tariff sections:

Special Access Service	General Basic Description	Rates & Charges Phase II
DS1 and DS3 Services	7.2.9	31.5.2.7

Subject Services must be located in the Pricing Flexibility MSAs for which the Telephone Company has been granted pricing flexibility relief, as listed in Pacific Bell Tariff F.C.C. No. 1, Section 31 or the following areas in which the Telephone Company has received pricing flexibility relief: Non-MSA, CA; Modesto, CA; and Bakersfield, CA.

During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs, the Customer may, at its option, include Subject Services in those MSAs in this Contract Offer.

(N)

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33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.166 Contract Offer No. 166-Special Access Service Offer (Cont'd)33.166.3 Eligibility Criteria

The following Eligibility Criteria apply to this Contract Offer No. 166:

- (1) During the six (6) months prior to the Subscription Date of this Contract Offer, at least seventy-five percent (75%) of the interstate DS3 special access services ordered by the Customer from the Telephone Company must have been ordered pursuant to a five (5) year term commitment, and at least seventy-five percent (75%) of the interstate DS1 special access services ordered by the Customer from the Telephone Company must have been ordered pursuant to a seven (7) year term commitment. As used in this subsection, the date upon which a service is "ordered" shall be determined according to the "Service Establish Date" (SED) for each circuit.
- (2) As of the Subscription Date of this Contract Offer, the Customer must have a minimum of 30,000 interstate special access DS1 circuits in service.
- (3) During the twelve (12) months prior to the Subscription Date of this Contract Offer, the Customer must have purchased interstate special access services from the Telephone Company for which aggregate recurring charges over that period were no less than eighty million dollars (\$80,000,000). Such interstate revenue will be measured according to billed recurring revenue, after application of any discounts or credits applicable to that recurring revenue, other than any DS1 Plan Credits that may be issued pursuant to this Contract Offer, plus any adjustments for overbilling, under-billing and billing dispute settlements (Recurring Access Revenue).
- (4) As of the Subscription Date of this Contract Offer, the Customer must be purchasing service pursuant to the DS1 Term Payment Plan (DS1 TPP) with a DS1 High Capacity Service Portability Commitment.
- (5) As of the Subscription Date of this Contract Offer, the Customer must have an Access Service Ratio, as defined in Section 33.166.7, below, of ninety-two percent (92%) or greater.

(N)

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33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.166 Contract Offer No. 166-Special Access Service Offer (Cont'd)33.166.4 Terms and Conditions

The following Terms and Conditions apply to this Contract Offer No. 166:

(A) Subscription

To subscribe to Contract Offer No. 166, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company. The Customer must provide, at the time of subscription, all applicable and qualifying Access Customer Name Abbreviations (ACNAs) that the Customer designates for inclusion in this Contract Offer No. 166 for itself and any of its affiliates that may purchase service pursuant to this Contract Offer (hereafter referred to as "Eligible ACNAs"). Services ordered or purchased under other ACNAs may not be transferred to, or converted for inclusion under, this Contract Offer No. 166.

(B) Term Period

The Contract Offer (Term Period) is thirty-six (36) months, subject to two (2) one (1) year extensions, which may be initiated at the Customer's option. The Term Period will begin on the date the Telephone Company receives a signed Letter of Subscription (LOS) from the Customer (Subscription Date). If the Customer wishes to initiate an extension, the Customer must inform the Telephone Company to that effect, in writing, no later than ninety (90) days prior to the end of the then-effective Term Period. Each twelve (12) month period of the Term Period, beginning from the Subscription Date, shall be referred to as a Term Year. Upon expiration of the Term Period or any extensions, Subject Services will be provided at the prevailing month-to-month rates as provided in PBTC F.C.C. Tariff No. 1, Section 7 or 31, or, if there are no month-to-month rates, then at the rates applicable to the shortest available term, unless the Customer disconnects the services or chooses another applicable rate. Notwithstanding anything to the contrary in this Section 33.166.4(B), all Service Terms are subject to termination pursuant to Section 33.166.4(F), below.

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33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.166 Contract Offer No. 166-Special Access Service Offer (Cont'd)33.166.4 Terms and Conditions (Cont'd)(C) Service Term

New Subject Services must be ordered and purchased subject to either: (i) a five (5) year term for DS3, or (ii) a seven (7) year term for DS1 (Service Term) as described in Section 33.166.5, below. Services existing prior to the Subscription Date under an ACNA submitted pursuant to Section 33.166.4(A) may be converted to this Contract Offer, at Customer's request. The Customer shall order new circuits, or convert existing circuits, by submitting an ASR to the Telephone Company, including the PNUM of this Contract Offer. Upon expiration of the Service Term, or upon termination of the term plan as described in Section 33.166.4(F), below, Subject Services will be provided at the prevailing month-to-month rates as provided in Pacific Bell Tariff F.C.C. No. 1, Section 7 or 31, or, if there are no month-to-month rates, then at the rates applicable to the shortest available term, unless the Customer disconnects the services or chooses another applicable rate. Notwithstanding anything to the contrary in this Section 33.166.4(C), all Service Terms are subject to termination pursuant to Section 33.166.4(F), below.

(D) Except as otherwise provided in this Contract Offer, Subject Services are subject to the applicable rates, charges and general terms and conditions in other sections of PBTC F.C.C. Tariff No. 1 (e.g., 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 Contract Term. However, such tariff modifications will not change the Terms and Conditions described in this Contract Offer No. 166.

(E) Commingling of Subject Services, as commingling is defined in PBTC Tariff F.C.C. No. 1, Section 2.6, is not permitted.

(N)

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33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.166 Contract Offer No. 166-Special Access Service Offer (Cont'd)33.166.4 Terms and Conditions (Cont'd)(F) Termination of Service Terms

During the Term Period, upon no less than three (3) months' notice to the Customer, the Telephone Company may stop accepting orders for, or otherwise placing Subject Services under, five (5) year and seven (7) year Service Terms, including new, renewed, converted, or other Subject Services. The date on which the Telephone Company may stop accepting orders for, or otherwise placing service under, five (5) year and seven (7) year Service Terms will not be sooner than January 1, 2018, and may be implemented on a geographically or otherwise limited basis (e.g., by wire center). For any in-service circuit subject to a Service Term that extends beyond January 1, 2018, the Customer may keep the circuit in place subject to that Service Term until the earliest of: (i) the end of its Service Term, (ii) the time at which the Telephone Company or any of its affiliates can provide a replacement service to the location served by such circuit, or (iii) January 1, 2019.

(G) Grandfathering or Sunsetting of Subject Services  
Nothing in this Contract Offer shall prevent the Telephone Company from limiting or precluding new purchases or reconfigurations of Subject Services, or from terminating the provision of Subject Services entirely, prior to the end of the Term Period, to the extent permitted by applicable law.

(H) If the Customer subscribed to Contract Offers No. 112 and/or 113 prior to the Subscription Date of this Contract Offer, services purchased under Contract Offers 112 and/or 113 may be converted to this Contract Offer without termination liability.

(N)

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33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.166 Contract Offer No. 166-Special Access Service Offer (Cont'd)33.166.4 Terms and Conditions (Cont'd)(I) Conversion to Ethernet<sup>1</sup>

Between the Subscription Date and the third anniversary of the Subscription Date, the Customer and the Telephone Company will cooperate in good faith to achieve the following non-binding objectives: (i) to reduce the number of all DS1 and DS3 special access services (circuits) being purchased by the Customer from the Telephone Company by no less than twenty percent (20%), as compared to the number of such services (circuits) in service on the Subscription Date; and (ii) to replace DS1 and DS3 special access services with AT&T Switched Ethernet Service, such that the Recurring Access Revenue attributable to AT&T Switched Ethernet Service purchased by the Customer from the Telephone Company increases by an amount equal to, or greater than, the amount by which Recurring Access Revenue attributable to DS1 and DS3 special access services purchased from the Telephone Company declined over the same period. For purposes of clause (ii), above, Recurring Access Revenue will be determined based on revenue billed for the most recent month prior to the Subscription Date and the third anniversary of the Subscription Date, respectively. The Customer and the Telephone Company acknowledge that, during the Term Period, AT&T Switched Ethernet Service may not be available at all locations at which DS1 and DS3 services are available, or are being provided to the Customer. The Customer will act and cooperate in good faith to order, and the Telephone Company will act and cooperate in good faith to provide, AT&T Switched Ethernet Service at locations and with desired due dates for service, in a manner consistent with this Section 33.166.4(I).

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

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33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.166 Contract Offer No. 166-Special Access Service Offer (Cont'd)33.166.4 Terms and Conditions (Cont'd)

- (J) Any termination liability charges that would otherwise apply to DS3 Subject Services as a result of their conversion to AT&T Switched Ethernet Service<sup>1</sup> will be waived, or credits will be issued to offset such termination liability charges, if all of the following conditions are met:
- 1) Any disconnected DS3 Subject Service must be replaced by AT&T Switched Ethernet Service<sup>1</sup> (Replacement Service) provided to the same Customer-designated location, which may include Customer collocation;
  - 2) Replacement Service must be ordered within thirty (30) days after the associated DS3 Subject Service is disconnected with a Customer Desired Due Date of no more than one hundred and twenty (120) days after the disconnect order for the DS3 Subject Service has been issued;
  - 3) The total Committed Information Rate of the Customer Port Connection(s) of the Replacement Service must be no less than the total bandwidth of all DS3 Subject Services disconnected at the same Customer location;
  - 4) Any DS3 Subject Services ordered after the Subscription Date of this Contract Offer must be in service for a minimum of twelve (12) months prior to their disconnection; and
  - 5) The Customer must be in material compliance with all terms and conditions of this Contract Offer or any other applicable tariff provisions, including, without limitation, timely payment of all billed amounts other than those properly disputed.

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

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

(N)

## 33.166 Contract Offer No. 166-Special Access Service Offer (Cont'd)

## 33.166.5 Rates and Charges

(A) Monthly Recurring Charges The rates and charges set forth in Tables A and B, below, shall apply to Subject Services. The Telephone Company and the Customer acknowledge that, if AT&T withdraws its five (5) and/or seven (7) year term commitment plans from this PBTC F.C.C. Tariff No. 1, certain billing system changes may require that the Telephone Company initially bill the Customer according to shorter-term or month-to-month rates, then subsequently issue credits to the Customer to adjust such billing to the rates in Tables A and B.

Table A:

DS1 Special Access Services Rate Element	USOC	7-Year Monthly Recurring Charge
Channel termination - Per Point of Termination - Zone 1	TMECS	\$97.50
Channel termination - Per Point of Termination - Zone 2	TMECS	\$107.50
Channel termination - Per Point of Termination - Zone 3	TMECS	\$117.50
Channel Mileage - Fixed - Zone 1	1L5166	\$32.50
Channel Mileage - Fixed - Zone 2	1L5166	\$35.00
Channel Mileage - Fixed - Zone 3	1L5166	\$37.50
Channel Mileage - Per Mile - Zone 1	1L5166	\$8.25
Channel Mileage - Per Mile - Zone 2	1L5166	\$8.75
Channel Mileage - Per Mile - Zone 3	1L5166	\$9.00
Central Office Multiplexing DS1 to DS0 - Per Arrangement - Zone 1	MQ1, MQ2, QMU	\$150.00
Central Office Multiplexing DS1 to DS0 - Per Arrangement - Zone 2	MQ1, MQ2, QMU	\$155.00
Central Office Multiplexing DS1 to DS0 - Per Arrangement - Zone 3	MQ1, MQ2, QMU	\$160.00

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33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.166 Contract Offer No. 166-Special Access Service Offer (Cont'd)

33.166.5 Rates and Charges (Cont'd)

(A) Monthly Recurring Charges (Cont'd)

Table B:

<b>DS3 Rate Elements</b>	<b>USOC</b>	<b>5-Year Monthly Recurring Charge</b>
Channel Termination - Per Point of Termination - Zone 1	Z3MAC/Z3MAP	\$970.00
Channel Termination - Per Point of Termination - Zone 2	Z3MAC/Z3MAP	\$990.00
Channel Termination - Per Point of Termination - Zone 3	Z3MAC/Z3MAP	\$1,010.00
Channel Mileage - Fixed - Zone 1	1L5166	\$368.00
Channel Mileage - Fixed - Zone 2	1L5166	\$377.20
Channel Mileage - Fixed - Zone 3	1L5166	\$400.20
Channel Mileage - Variable - Zone 1	1L5166	\$16.10
Channel Mileage - Variable - Zone 2	1L5166	\$18.40
Channel Mileage - Variable - Zone 3	1L5166	\$20.70
Multiplexing - Zone 1	MQ3	\$253.00
Multiplexing - Zone 2	MQ3	\$262.00
Multiplexing - Zone 3	MQ3	\$271.40

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33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.166 Contract Offer No. 166-Special Access Service Offer (Cont'd)33.166.5 Rates and Charges (Cont'd)(A) DS1 and DS3 Ethernet Conversion Credits

The Customer will be eligible for DS1 Ethernet Conversion Credits and/or DS3 Ethernet Conversion Credits if, by the third anniversary of the Subscription Date: (i) the Customer reduces the number of both DS1 and DS3 interstate special access services (circuits) in service with the Telephone Company by twenty percent (20%) or more, as compared to the number of such DS1 and DS3 services (circuits) in service on the Subscription Date; (ii) the Customer reduces the number of either DS1 or DS3 interstate special access services (circuits), or both, in service with the Telephone Company, by thirty percent (30%) or more, as compared to the number of such DS1 or DS3 services in service on the Subscription Date; and (iii) Recurring Access Revenue attributable to AT&T Switched Ethernet Service<sup>1</sup> purchased by the Customer from the Telephone Company increases by an amount equal to, or greater than, the amount by which Recurring Access Revenue for both DS1 and DS3 services (combined) declines over the same period. For purposes of clause (iii), above, Recurring Access Revenue will be determined based on revenue billed for the most recent month prior to the Subscription Date and the third anniversary of the Subscription Date, respectively.

Credits will be calculated as of the third anniversary of the Subscription Date and will be equal to one percent (1%) of all Recurring Access Revenue attributable to DS1 interstate special access services (with respect to DS1 Ethernet Conversion Credits) or DS3 interstate special access services (with respect to DS3 Ethernet Conversion Credits) for each whole ten percent (10%) increment, in excess of twenty percent (20%), by which the number of such DS1 interstate special access services (circuits) and/or DS3 interstate special access services (circuits) have decreased since the Subscription Date. As clarification, DS1 Ethernet Conversion Credits and DS3 Ethernet Conversion Credits will be determined and calculated separately with respect to DS1 interstate special access services (circuits) and DS3 interstate special access services (circuits), respectively. The Customer acknowledges that, during the Term Period, AT&T Switched Ethernet Service<sup>1</sup> may not be available at all locations at which DS1 and DS3 services are available or are being provided to the Customer. The Customer will act and cooperate in good faith to order, and the Telephone Company will act and cooperate in good faith to provide, AT&T Switched Ethernet Service<sup>1</sup> at locations and with desired due dates for service, in a manner consistent with this Section 33.166.5(B).

<sup>1</sup> Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, such services have been de-tariffed by the Telephone Company.

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Rates, terms and conditions associated with specifically de-tariffed services are available at [www.att.com/guidebook](http://www.att.com/guidebook)

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33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.166 Contract Offer No. 166-Special Access Service Offer (Cont'd)33.166.5 Rates and Charges (Cont'd)(A) DS1 and DS3 Ethernet Conversion Credits (Cont'd)

Example: On the Subscription Date, the Customer is purchasing 35,000 DS1 circuits with Recurring Access Revenue of \$5,600,000 per month, and 5,000 DS3 circuits with Recurring Access Revenue of \$7,500,000 per month. (Total DS1 and DS3 Recurring Access Revenue is \$13,100,000 per month.) On the third anniversary of the Subscription Date, the Customer has reduced the number of DS1 circuits by 21% (to 27,650 circuits, with Recurring Access Revenue of \$4,424,000 per month) and the number of DS3 circuits by 35% (to 3,250 circuits, with Recurring Access Revenue of \$4,875,000 per month). The remaining DS1 and DS3 circuits, combined, produce \$9,299,000 per month in Recurring Access Revenue. During the same period, the Customer has purchased new AT&T Switched Ethernet Service<sup>1</sup> from the Telephone Company for which Recurring Access Revenue is \$5,000,000 per month. The Customer has earned a DS3 Ethernet Conversion Credit (only), the amount of which will be determined as follows:

Condition (i):  $21\% > 20\%$  (DS1)—condition satisfied.

$35\% > 20\%$  (DS3)—condition satisfied.

Condition (ii):  $21\% < 30\%$  (DS1)—condition not satisfied.

$35\% > 30\%$  (DS3)—condition satisfied for 1% credit.

Condition (iii):  $\$13,100,000 - \$9,299,000 = \$3,801,000$ .  $\$5,000,000 > \$3,801,000$ —condition satisfied.

DS3 Ethernet Conversion Credit:  $\$4,875,000 \times .01 = \$48,750$ .

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33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.166 Contract Offer No. 166-Special Access Service Offer (Cont'd)33.166.6 Access Service Ratio

The Customer (including any of its affiliates included in this Contract Offer) must maintain an Access Service Ratio of ninety-two percent (92%) or greater. The Access Service Ratio shall be calculated quarterly, based on data for the most recent month for which information is available at the time of the calculation. The Telephone Company will calculate the Customer's Access Service Ratio as of the Subscription Date and for each Quarter thereafter, as follows:

Access Service Ratio = Access Revenue / (Access Revenue + Wholesale Revenue)

The Access Service Ratio must be greater than, or equal to, 92% as of the Subscription Date of this Agreement and throughout the Term of the Agreement. If during the Term Period, AT&T offers additional ILEC access services or UNEs, such additional ILEC access services or UNEs shall also be included in the calculation of the Access Service Ratio. Recurring revenue, for purposes of calculating the Access Service Ratio, will be measured according to gross billed recurring revenue, after application of any discounts or credits applicable to that recurring revenue, plus any adjustments for overbilling, under-billing and billing dispute settlements. The calculation of recurring revenue will not include any DS1 Plan Credits issued pursuant to this Contract Offer.

If, upon the initial review or any quarterly review of the Customer's compliance with the Access Service Ratio, the Telephone Company determines that the Customer has not complied with the Access Service Ratio, the Telephone Company will so notify the Customer in writing. The Customer will have sixty (60) days after such notice to cure its noncompliance with the Access Service Ratio.

"Access Revenue" means the Telephone Company's interstate recurring revenue from Customer and its affiliates associated with the services defined in Table C, below:

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33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.166 Contract Offer No. 166-Special Access Service Offer (Cont'd)

33.166.6 Access Service Ratio (Cont'd)

Table C:<sup>1</sup>

Service Type	Service
Interstate Special Access	OCN (Optical Carrier Network) PTP
	Dedicated SONET Ring Service (DSRS)
	SONET Ring and Access Service (SRAS)
	GigaMAN (Gigabit Ethernet Metropolitan Area Network)
	Multi-Service Optical Network (MON) Ring Service
	OpteMAN (Optical Ethernet Metropolitan Area Network)
	DecaMAN (10 Gigabit Ethernet Metropolitan Area Network)
	AT&T Switched Ethernet Service (ASE)
	WaveMAN (Wavelength Metropolitan Area Network)
	Serial Component Video Service (SCVS)
	High Definition Video Transport (HDVT)
	AVS 270 Video Service
	Voice Grade
	DS0
	DS1
	DS3
	Switched Access Transport
	Switched Access Transport
	Switched Access Transport
	Switched Access Transport
Switched Access Transport	

"Wholesale Revenue" means the Telephone Company's recurring revenue from Customer and its affiliates for unbundled network elements and associated rate elements, as defined in Table D, below.

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

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33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.166 Contract Offer No. 166-Special Access Service Offer (Cont'd)

33.166.6 Access Service Ratio (Cont'd)

Table D<sup>1</sup>

Service Type-- Unbundled Network Elements and Associated Services or Rate Elements	Service or Network Element
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
OCn	OC-3 Entrance Facilities OC-3 Interoffice Transport OC-3 Cross Connects OC-3 Multiplexing OC-12 Entrance Facility OC-12 Interoffice Transport OC-12 Cross Connects OC-12 Multiplexing OC-48 Entrance Facilities OC-48 Interoffice Transport OC-48 Cross Connects OC-48 Multiplexing All OCN equivalent non-tariffed Committed Information Rate Broadband Service
Other	Dark Fiber - Interoffice Dark Fiber - Loop Dark Fiber - Subloop Dark Fiber Cross Connects Unbundled Dedicated Transport

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

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33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.166 Contract Offer No. 166-Special Access Service Offer (Cont'd)33.166.7 Assignment/Transfer/Successors

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

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

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

(B) The proposed assignee or transferee or its parent does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated:

- (1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or
- (2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 33.166.7 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

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33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.166 Contract Offer No. 166-Special Access Service Offer (Cont'd)33.166.7 Assignment/Transfer/Successors (Cont'd)

(A) Notwithstanding anything to the contrary in this Section 33.166.7, the Customer may, upon written notice to the Telephone Company, assign in whole, or relevant part, its rights and obligations under this Agreement to an affiliate of the Customer, but the Customer will remain financially responsible for the performance of such obligations. For purposes of this Section 33.166.7, "affiliate" will be defined as provided in 47 U.S.C. Section 153(1), or a successor to that provision.

33.166.8 Mergers/Acquisitions and Sales/Divestitures

All provisions of this Contract Offer shall continue in full force and effect if the Customer, in whole, or in part, merges with, acquires, is acquired by, sells all or substantially all of its stock or assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company (the foregoing generally referred to herein as a merger or acquisition). Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be provided 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.

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33. Pricing Flexibility Contract Offerings (Cont'd)

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33.166 Contract Offer No. 166-Special Access Service Offer (Cont'd)33.166.9 Service Term Termination Liability Charge

Termination liability, as described below, applies in lieu of termination liability as described in PBTC F.C.C. Tariff No. 1. Except as provided to the contrary by the DS1 TPP (if applicable), or Section 33.166.4(J), if the Customer terminates Subject Services under this Contract Offer before the completion of the applicable Service Term during the Term Period for any reason other than material breach by the Telephone Company, the Customer must pay the Telephone Company termination charges as described in this Section. These charges shall become due as of the effective date of the termination of service. The Customer must provide written notification to the Telephone Company thirty (30) days prior to the desired date of termination of the Subject Services pursuant to this Contract Offer.

If the Customer terminates a Subject Service before the completion of the Service Term and during the Term Period, the Customer's termination liability charge for termination of service shall be equal to fifty percent (50%) of the applicable monthly charges for the remainder of the Service Term.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (months remaining in term) multiplied by (termination liability percentage of 50%).

If the Telephone Company terminates any Service Terms, as permitted by section 33.166.4(F) (Action), and the Customer has previously incurred termination liability with respect to a Subject Service that (if Service had not been terminated by the Customer) would have been affected by the Action, the Telephone Company shall recalculate the termination liability for each such terminated Subject Service as if the Service Term for that Subject Service had ended on the effective date of the Action, and shall credit the Customer's account for the difference between the termination liability originally paid for the terminated Subject Service and the liability as recalculated.

(N)

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