

TARIFF DISTRIBUTION

FILE PACKAGE NO.: 512

DATE: October 20, 2014

STATE: PB-FCC

EFFECTIVE DATE: 10/18/2014

TYPE OF DISTRIBUTION: Approved

PURPOSE: PF 168 - DS1 and DS3 Service Offer - Service Level Agreement

<u>TARIFF SECTION</u>	<u>PAGE NUMBER</u>	<u>PAGE REVISION</u>
1000	1	0469
1000	1.28	0006
1033	33-1588	0000
1033	33-1589	0000
1033	33-1590	0000
1033	33-1591	0000
1033	33-1592	0000
1033	33-1593	0000
1033	33-1594	0000
1033	33-1595	0000
10TC	22.6	0026

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.

<u>Page</u>	Number of Revision Except as <u>Indicated</u>	<u>Page</u>	Number of Revision Except as <u>Indicated</u>	<u>Page</u>	Number of Revision Except as <u>Indicated</u>
Title 1	2nd	8	4th	2-4	2nd
1	469th*	8.1	3rd	2-5	1st
1.1	40th	9	3rd	2-6	6th
1.2	124th	10	1st	2-7	2nd
1.3	12th	11	Original	2-8	1st
1.4	9th	12	Original	2-9	Original
1.5	49th	13	Original	2-10	Original
1.6	50th	14	4th	2-11	Original
1.7	85th	15	Original	2-12	Original
1.8	49th	16	Original	2-13	Original
1.9	23rd	17	Original	2-14	3rd
1.10	37th	17.1	Original	2-14.1	1st
1.11	11th	17.2	Original	2-14.2	1st
1.12	19th	18	1st	2-14.3	1st
1.13	Original	19	Original	2-15	1st
1.14	37th	20	Original	2-16	6th
1.14.1	21st	21	2nd	2-17	5th
1.15	109th	22	8th	2-17.1	4th
1.16	31st	22.1	14th	2-18	1st
1.17	13th	22.1.1	2nd	2-19	5th
1.18	9th	22.2	23rd	2-19.1	Original
1.19	25th	22.3	32nd	2-20	Original
1.20	23rd	22.4	33rd	2-21	Original
1.21	27th	22.5	32nd	2-22	Original
1.22	21st	22.6	26th*	2-23	Original
1.23	20th	23	1st	2-24	Original
1.24	25th	24	Original	2-25	1st
1.25	26th	25	Original	2-26	Original
1.26	17th	26	1st	2-27	Original
1.27	16th	27	Original	2-28	1st
1.28	6th*	28	1st	2-29	Original
2	1st	29	Original	2-30	Original
2.1	2nd	30	Original	2-31	Original
3	4th	31	Original	2-32	Original
3.1	4th	32	Original	2-33	Original
3.2	1st	33	4th	2-34	Original
3.3	1st	34	2nd	2-35	Original
3.4	3rd	35	1st	2-36	Original
3.5	3rd	36	Original	2-37	Original
3.6	1st	37	5th	2-38	Original
4	Original	38	2nd	2-39	1st
4.1	Original	39	2nd	2-40	Original
5	Original	1-1	Original	2-41	Original
6	6th	1-2	2nd	2-42	Original
7	1st	2-1	5th	2-43	Original
7.1	2nd	2-2	3rd	2-43.1	Original
7.2	1st	2-3	1st	2-44	Original

(This page filed under Transmittal No. 512)

ACCESS SERVICE

<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
33-1558	Original	35-7	4th	36-18.8	Original
33-1559	Original	35-8	3rd	36-18.9	Original
33-1560	Original	35-9	4th	36-18.10	Original
33-1561	Original	35-10	6th	36-18.11	Original
33-1562	Original	35-11	4th	36-18.12	Original
33-1563	Original	35-12	4th	36-18.13	Original
33-1564	Original	35-13	7th	36-18.14	Original
33-1565	Original	35-14	6th	36-19	1st
33-1566	Original	35-14.1	2nd	36-20	1st
33-1567	Original	35-15	8th		
33-1568	Original	35-16	7th		
33-1569	Original	35-17	6th		
33-1570	Original	35-18	2nd		
33-1571	Original	35-20	2nd		
33-1572	Original	35-21	4th		
33-1573	Original	35-22	3rd		
33-1574	Original	35-22.1	2nd		
33-1575	Original	35-23	3rd		
33-1576	Original	35-23.1	2nd		
33-1577	Original	36-1	3rd		
33-1578	Original	36-2	Original		
33-1579	Original	36-3	Original		
33-1580	Original	36-4	Original		
33-1581	Original	36-5	Original		
33-1582	Original	36-6	Original		
33-1583	Original	36-7	Original		
33-1584	Original	36-8	Original		
33-1585	Original	36-9	Original		
33-1586	Original	36-10	Original		
33-1587	Original	36-11	Original		
33-1588	Original*	36-12	Original		
33-1589	Original*	36-13	1st		
33-1590	Original*	36-14	Original		
33-1591	Original*	36-15	Original		
33-1592	Original*	36-16	1st		
33-1593	Original*	36-16.1	Original		
33-1594	Original*	36-17	1st		
33-1595	Original*	36-17.1	Original		
35-1	6th	36-18.1	Original		
35-1.1	2nd	36-18.2	Original		
35-2	4th	36-18.3	Original		
35-3	4th	36-18.4	Original		
35-4	6th	36-18.5	Original		
35-5	4th	36-18.6	Original		
35-6	4th	36-18.7	Original		

(This page filed under Transmittal No. 512)

Issued: October 17, 2014

Effective: October 18, 2014

Four AT&T Plaza, Dallas, Texas 75202

ACCESS SERVICE
TABLE OF CONTENTS

	<u>Page</u>
33. Pricing Flexibility Contract Offerings (Cont'd)	
33.145 Contract Offer No. 145 - Special Access Service Offer	33-1268
33.146 Contract Offer No. 146 - Access Service Offer	33-1284
33.147 Contract Offer No. 147 - Special Access Wireless DS1 Bundle Service Offer	33-1310
33.148 Contract Offer No. 148 - DS3 IOF Transport Bundle Service Offer	33-1323
33.149 Contract Offer No. 149 - Access Service Offer	33-1330
33.150 Contract Offer No. 150 - Access Service Offer	33-1340
33.151 Contract Offer No. 151 - Special Access Wireless DS1 Bundle Service Offer	33-1354
33.152 Contract Offering No. 152 - Access Advantage Plus Transport Service Extension	33-1347
33.153 Contract Offering No. 153 - Access Advantage Plus Transport Service Extension	33-1379
33.154 Contract Offer No. 154 - DS1 and DS3 Service Offer	33-1384
33.155 Contract Offer No. 155 - Access Service Offer	33-1393
33.156 Contract Offer No. 156 - Special Access Wireless DS1 and DS3 Service Offer	33-1419
33.157 Contract Offer No. 157 - Special Access	33-1428
33.158 Contract Offer No. 158 - Access Service Offer	33-1438
33.159 Contract Offer No. 159 - Access Service Offer	33-1452
33.160 Contract Offer No. 160 - DS1 Service Offer	33-1478
33.161 Contract Offer No. 161 - Special Access Service Offer	33-1482
33.162 Contract Offer No. 162	33-1490
33.163 Contract Offer No. 163 - DS1/DS3 Special Access Offer	33-1505
33.164 Contract Offer No. 164 - Access Service	33-1518
33.165 Contract Offer No. 165 - Special Access Wireless DS1 Offer	33-1543
33.166 Contract Offer No. 166 - Special Access Service Offer	33-1555
33.167 Contract Offer No. 167 - Access Service Offer	33-1572
33.168 Contract Offer No. 168 - DS1 and DS3 Service Offer	33-1588 (N)
34. Promotional Offerings	34-1
34.1 General Description	34-2
34.2 Term, Conditions, Rates and Charges	34-2
34.2.1 Fiber Advantage DS3, DS3x3 and DS3x12 Services Nonrecurring Charge (NRC) Waiver	34-2
35. ⁽¹⁾	
36. True IP to PSTN (TIPTOP) Service	36-1
36.1 Service Description	36-2
36.2 Rate Regulations	36-16
36.3 Rates and Charges	36-19

⁽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.

(This page filed under Transmittal No. 512)

ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (N)33.168 Contract Offer No. 168 - DS1 and DS3 Service Offer (N)33.168.1 General Description (N)

The Special Access Service Offer (Contract Offer No. 168, or Contract Offer) is a Service Level Agreement offer for which concurrent subscription is required to this Contract Offer and the following Access Tariffs: Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Contract Offer No. 188; BellSouth Telecommunications, LLC (BellSouth) Tariff F.C.C. No. 1, Contract Offer No. 83; Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, Contract Offer No. 32; and Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Contract Offer No. 218 (collectively, with this Contract Offer No. 168, the "Concurrently Subscribed Contract Offers"). Ameritech, BellSouth, NBTC, SWBT and the Telephone Company may be identified as the "Qualified Companies." (Nx)

This Contract Offer permits Customers that meet the Eligibility Criteria in Section 33.168.3 and otherwise comply with the terms and conditions of this Contract Offer to receive credits as provided in Section 33.168.5, below. Subject Services are available under this Contract Offer in the Metropolitan Statistical Areas (MSA) listed in Section 33.168.2(B). (N)

This Contract Offer is available for subscription from October 18, 2014 through November 18, 2014. This Contract Offer is not renewable.

33.168.2 Subject Services

- (A) This Contract Offer applies to pricing flexibility qualified services contained in the following tariff section: Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Sections 7 and 31 - DS1 High Capacity Service and DS3 High Capacity Service (Subject Services).
- (B) Subject Services must be located in the Pricing Flexibility MSAs for which the Telephone Company has been granted pricing flexibility relief, as listed in PBTC Tariff F.C.C. No. 1, Section 31 and in the Pricing Flexibility Phase I MSAs listed in Table A, below. During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 31 at the time of subscription, the Customer may, at its option, include Subject Services eligible for the discounts under this Contract Offer No. 168. Pricing Flexibility Phase I MSAs are listed below:

x - Issued under the Authority of Special Permission No. 14-013 of the F.C.C. (N)

(This page filed under Transmittal No. 512)

Issued: October 17, 2014

Effective: October 18, 2014

Four AT&T Plaza, Dallas, Texas 75202

ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.168 Contract Offer No. 168 - DS1 and DS3 Service Offer (Cont'd)

33.168.2 Subject Services

(B) (Cont'd)

Table A

State	City
CA	Non-MSA

33.168.3 Eligibility Criteria

To subscribe to Contract Offer No. 168, the Customer must meet the following eligibility criteria:

(A) During the twelve (12) months prior to the Customer's subscription to this Contract Offer, the Customer must have purchased Subject Services and other services from the Qualified Companies and any of their affiliates, in the aggregate, for which recurring charges exceeded \$400,000,000.

(B) During the month prior to the Customer's subscription to this Contract Offer, the Customer must have the following Subject Services in service:

(1) No fewer than twenty eight hundred (2,800) and no more than thirty two hundred (3,200) DS3 interstate special access circuits from the Qualified Companies.

(2) No fewer than forty four thousand hundred (44,000) and no more than forty eight thousand (48,000) DS1 special access circuits from the Qualified Companies.

33.168.4 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) shall begin on the date the Customer submits a signed Letter of Subscription (LOS) to the Telephone Company (Subscription Date) and expire on June 20, 2016. Each period of twelve (12) months, beginning from the Subscription Date, is referred to as a "Term Year." As clarification, but not to modify the foregoing sentence, the period from the second anniversary of the Subscription Date through June 20, 2016, shall not be considered a Term Year.

(N)

(This page filed under Transmittal No. 512)

ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.168 Contract Offer No. 168 - DS1 and DS3 Service Offer (Cont'd)33.168.4 Terms and Conditions (Cont'd)(B) General Terms and Conditions

- (1) Subject Services are subject to certain rates, charges and general terms and conditions in other sections of PBTC Tariff F.C.C. No. 1, Sections 2, 5, 7, 13 and 31, as applicable, (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. However, such tariff modifications will not change the Terms and Conditions described in Contract Offer No. 168.
- (2) All terms and conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.
- (3) To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company, which must include a list of eligible Access Customer Name Abbreviations (ACNAs). All Subject Services under this Contract Offer must be purchased under such ACNAs. Subject Services ordered or purchased under other ACNAs may not be transferred to or converted for inclusion under this Contract Offer.
- (4) Commingling (as defined in PBTC Tariff F.C.C. No. 1, Sections 2.6) of Subject Services provided pursuant to this Contract Offer No. 168 is prohibited.

(N)

(This page filed under Transmittal No. 512)

ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.168 Contract Offer No. 168 - DS1 and DS3 Service Offer (Cont'd)33.168.5 Service Level Assurance

(A) Service Level Assurance (SLA). The Customer may be eligible for credits if certain Service Level Assurance (SLA) benchmarks are not achieved by the Qualified Companies, as provided below. SLA benchmark measurements will be calculated in the aggregate, for all DS1, DS3 and SONE¹ interstate special access services provided by the Qualified Companies during each Term Year (SLA Included Services). SLA benchmark measurements will be calculated according to the Qualified Companies generally applicable business rules and criteria associated with each of the SLA benchmark measurements. The SLA benchmarks will apply to SLA Included Services on a combined basis. SLAs will apply to the following service performance measurements:

- (1) Mean Time to Repair (MTTR). "Mean Time to Repair" means the sum of the "Receipt to Restore Durations" of "Total Trouble Reports" divided by the number of Total Trouble Reports. "Total Trouble Reports" means all closed Customer trouble reports. "Receipt to Restore Duration" means the number of minutes (converted to hours) from the date and time each such trouble report is received by the Qualified Companies to the date and time each such trouble report is closed.
- (2) On Time Delivery. "On Time Delivery" means the percentage of "A" (add) orders for which the Firm Order Confirmation (FOC) Committed Due Date (CDD) was met. This measurement excludes any orders for which a due date was not met due to Customer Not Ready (CNR) or other delays not caused by the Telephone Company.
- (3) New Circuit Failure Rate. "New Circuit Failure Rate" means the percentage of total new circuits that are subject to trouble reports within thirty (30) calendar days after the date of installation.

¹ AT&T Interstate Access Guidebook Part 6 - Special Access Services Midwest Section 21.3. Optical Carrier Network (OCN) Point-to-Point, Dedicated SONE¹ Ring Service (DSRS), GigaMAN[®], DecaMAN[®], WaveMANSM, OPT-E-MAN Service and AT&T Switched 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. 07-180 released October 12, 2007, services have been de-tariffed by the

(This page filed under Transmittal No. 512)

(N)

Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook.

(This page filed under Transmittal No. 512)

Issued: October 17, 2014

Effective: October 18, 2014

Four AT&T Plaza, Dallas, Texas 75202

ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.168 Contract Offer No. 168 - DS1 and DS3 Service Offer (Cont'd)

33.168.5 Service Level Assurance (Cont'd)

(A) (Cont'd)

(4) Repeat Reports within 30 Days. "Repeat Reports within 30 Days" means the percentage of closed trouble reports for any circuit that are received within thirty (30) calendar days after the restoral date of a prior closed trouble report for the same circuit.

(A) SLA Measurements and Benchmarks. If the Qualified Companies fail to achieve the benchmarks set forth in Table B, below, the Customer will be eligible for SLA Credits as provided in Section 33.168.5(C), below. These SLA Credits are subject to the same limitations and exclusions that apply to credit allowances for service interruptions, as provided in Section 2.4.4(C) of PBTC Tariff F.C.C. No. 1.

Table B SLA Measurements and Benchmarks

Measurement	Benchmark
MTTR	≤ 4.5 hours
On Time Delivery	95%
New Circuit Failure Rate	4.5%
Repeat Reports within 30 Days	14.5%

(C) SLA Credits. Within ninety (90) days after the end of each Term Year, the Qualified Companies will provide the Customer with a report of performance for the SLA benchmarks set forth in this Contract Offer. If the Qualified Companies fail to achieve the benchmarks, the Qualified Companies will issue SLA Credits to the Customer as set forth in Table C, below (SLA Credits). A single SLA Credit will apply per SLA benchmark, per Term Year, for the Qualified Companies in the aggregate. Any SLA Credits will be issued to the Customer within ninety (90) days after the end of each Term Year.

(N)

(This page filed under Transmittal No. 512)

ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.168 Contract Offer No. 168 - DS1 and DS3 Service Offer (Cont'd)

33.168.5 Service Level Assurance (Cont'd)

(C) (Cont'd)

Table C-SLA Performance Credits

<u>Measurement</u>	<u>Credit if Benchmark Not Achieved Met</u>
MTTR	\$50,000
On Time Delivery	\$50,000
New Circuit Failure Rate	\$50,000
Repeat Reports within 30 Days	\$50,000

For each SLA benchmark the Qualified Companies fail to achieve, the Qualified Companies will issue an SLA Credit of \$50,000. A maximum of \$200,000 in SLA Credits may apply for any Term Year.

33.168.6 Assignment/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 Qualified Companies 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), (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,

(N)

(This page filed under Transmittal No. 512)

ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.168 Contract Offer No. 168 - DS1 and DS3 Service Offer (Cont'd)33.168.6 Assignment/Transfer (Cont'd)

(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 Subsections (A) or (B) of this Section 33.168.6 is not available, the Qualified Companies shall exercise their reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

33.168.7 Mergers and Acquisitions

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

(N)

(This page filed under Transmittal No. 512)

ACCESS SERVICE

33. Pricing Flexibility Contract Offerings (Cont'd)

(N)

33.168 Contract Offer No. 168 - DS1 and DS3 Service Offer (Cont'd)33.168.8 Divestiture of a Qualified Company

If all or substantially all of the stock or assets of any Qualified Company are transferred, directly or indirectly, to any entity that does not control, is not controlled by, or is not under common control with AT&T Inc. (any of which may be generally referred to as a sale), then effective upon the "Divestiture Date" of the transaction (as defined in this paragraph), Section 5 of each of the Concurrently Subscribed Contract Offers shall no longer apply to any Qualified Company subject to such a sale, and services provided by any Qualified Company subject to such a sale shall no longer be included in the determination of SLA measurements and benchmarks. Section 5 of each of the Concurrently Subscribed Contract Offers shall otherwise continue to apply according to its terms and conditions. "Divestiture Date" means the date that the relevant transaction is complete.

(N)

(This page filed under Transmittal No. 512)