

TARIFF DISTRIBUTION

FILE PACKAGE NO.: 0089

DATE: October 29, 2014

STATE: FCC

EFFECTIVE DATE: 10/29/2014

TYPE OF DISTRIBUTION: Approved

PURPOSE: PF 84 - Access Service Offer

<u>TARIFF SECTION</u>	<u>PAGE NUMBER</u>	<u>PAGE REVISION</u>
1000	1	0074
1000	23	0006
1000	56	0013
1025	25-598	0000
1025	25-599	0000
1025	25-600	0000
1025	25-601	0000
1025	25-602	0000
1025	25-603	0000
1025	25-604	0000
1025	25-605	0000
1025	25-606	0000
1025	25-607	0000
1025	25-608	0000
1025	25-609	0000
1025	25-610	0000
1025	25-611	0000
1025	25-612	0000
1025	25-613	0000
1025	25-614	0000

ISSUED: OCTOBER 28, 2014

EFFECTIVE: OCTOBER 29, 2014

Issuing Officer: Patrick Doherty, Director - Access Regulatory

ACCESS SERVICE
 CHECK SHEET

The Title Page and Pages 1 to 29-48 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement Nos. 1 and 2 contain all changes from the original tariff that are in effect on the date hereof.

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
Title	Original	44	1st	88	1st
1	74th*	45	1st	89	1st
2	16th	46	Original	90	1st
3	35th	47	1st	91	1st
4	5th	48	Original	92	1st
5	9th	49	1st	93	2nd
6	16th	50	2nd	94	1st
7	16th	51	1st	95	1st
8	19th	52	Original	96	1st
9	1st	53	Original	97	1st
10	8th	54	Original	98	1st
11	8th	55	Original	99	1st
12	10th	56	13th*	100	1st
13	13th	57	Original	101	2nd
14	6th	58	2nd	102	Original
15	13th	59	2nd	103	2nd
16	10th	60	1st	104	Original
17	3rd	61	1st	105	Original
18	6th	62	1st	106	2nd
19	Original	63	1st	107	Original
20	Original	64	1st	108	Original
21	Original	65	1st	109	Original
22	8th	66	1st	110	Original
23	6th*	67	1st	111	Original
24	Original	68	1st	112	Original
25	2nd	69	1st	113	Original
26	1st	70	1st	114	Original
27	1st	71	1st	115	Original
28	1st	72	1st	116	Original
29	1st	73	1st	117	Original
30	1st	74	1st	118	Original
31	Original	75	2nd	119	Original
32	2nd	76	2nd	120	Original
33	1st	77	1st	121	Original
34	4th	78	1st	122	Original
35	1st	79	1st	123	Original
36	1st	80	2nd	124	Original
37	1st	81	1st	125	Original
38	3rd	82	1st	126	Original
39	2nd	83	1st	127	Original
40	3rd	84	2nd	128	Original
41	2nd	85	1st	129	Original
42	1st	86	2nd	130	Original
43	1st	87	1st	131	Original

(This page filed under Transmittal No. 0089)

* New or Revised Page

ISSUED: OCTOBER 28, 2014

EFFECTIVE: OCTOBER 29, 2014

ACCESS SERVICE
 CHECK SHEET

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
25-560	Original	25-609	Original*	A-17	Original
25-561	Original	25-610	Original*	A-18	Original
25-562	Original	25-611	Original*	A-19	Original
25-563	Original	25-612	Original*	A-20	Original
25-564	Original	25-613	Original*	A-21	Original
25-565	Original	25-614	Original*	A-22	Original
25-566	Original	26-1	Original	A-23	Original
25-567	Original	26-2	Original	A-24	Original
25-568	Original	26-3	Original	A-25	Original
25-569	Original	26-4	Original	A-26	Original
25-570	Original	26-5	Original	A-27	Original
25-571	Original	26-6	Original	A-28	Original
25-572	Original	26-7	Original	A-29	Original
25-573	Original	26-8	Original	A-30	Original
25-574	Original	26-9	Original	A-31	Original
25-575	Original	26-10	Original	A-32	Original
25-576	Original	26-11	Original	A-33	Original
25-577	Original	26-12	Original	A-34	Original
25-578	Original	26-13	Original	A-35	Original
25-579	Original	26-14	Original	A-36	Original
25-580	Original	26-15	Original	A-37	Original
25-581	Original	26-16	Original	A-38	Original
25-582	Original	26-17	Original	A-39	Original
25-583	Original	26-18	Original	A-40	Original
25-584	Original	26-19	Original	A-41	Original
25-585	Original	26-20	Original	A-42	Original
25-586	Original	26-21	Original	A-43	Original
25-587	Original	26-22	Original	A-44	Original
25-588	Original	26-23	Original	A-45	Original
25-589	Original	26-24	Original	A-46	Original
25-590	Original	26-25	Original	A-47	Original
25-591	Original	28-1	Original	A-48	Original
25-592	Original	29-1	Original	A-49	Original
25-593	Original	A-1	Original	A-50	Original
25-594	Original	A-2	Original	A-51	Original
25-595	Original	A-3	Original	A-52	Original
25-596	Original	A-4	Original	A-53	Original
25-597	Original	A-5	Original	A-54	Original
25-598	Original*	A-6	Original	A-55	Original
25-599	Original*	A-7	Original	A-56	Original
25-600	Original*	A-8	Original	A-57	Original
25-601	Original*	A-9	Original		
25-602	Original*	A-10	Original		
25-603	Original*	A-11	Original		
25-604	Original*	A-12	Original		
25-605	Original*	A-13	Original		
25-606	Original*	A-14	Original		
25-607	Original*	A-15	Original		
25-608	Original*	A-16	Original		

(This page filed under Transmittal No. 0089)

*New or Revised Page

ISSUED: OCTOBER 28, 2014

EFFECTIVE: OCTOBER 29, 2014

ACCESS SERVICE

TABLE OF CONTENTS (CONT'D)

25. Contract Tariffs (Cont'd)

25.59 Contract Tariff – No. 56	25-322
25.60 Contract Tariff – No. 57	25-328
25.61 Contract Tariff – No. 58	25-335
25.62 Contract Tariff – No. 59	25-341
25.63 Contract Tariff – No. 60	25-354
25.64 Contract Tariff – No. 61	25-364
25.65 Contract Tariff – No. 62	25-373
25.66 Contract Tariff – No. 63	25-383
25.67 Contract Tariff – No. 64	25-391
25.68 Contract Tariff – No. 65	25-405
25.69 Contract Tariff – No. 66	25-410
25.70 Contract Tariff – No. 67	25-421
25.71 Contract Tariff – No. 68	25-428
25.72 Contract Tariff – No. 69	25-435
25.73 Contract Tariff – No. 70	25-442
25.74 Contract Tariff – No. 71	25-447
25.75 Contract Tariff – No. 72	25-454
25.76 Contract Tariff – No. 73	25-483
25.77 Contract Tariff – No. 74	25-493
25.78 Contract Tariff – No. 75	25-501
25.79 Contract Tariff – No. 76	25-509
25.80 Contract Tariff – No. 77	25-514
25.81 Contract Tariff – No. 78	25-519
25.82 Contract Tariff – No. 79	25-529
25.83 Contract Tariff – No. 80	25-543
25.84 Contract Tariff – No. 81	25-567
25.85 Contract Tariff – No. 82	25-584
25.86 Contract Tariff – No. 83	25-589
25.87 Contract Tariff – No. 84	25-598

(N)

26. BellSouth SWA Contract Tariffs 26-1

26.1 BellSouth SWA Contract Tariff No. 2002-01	26-1
--	------

(This page filed under Transmittal No. 0089)

All AT&T and BellSouth marks contained herein and as set forth in the trademarks and service marks section of the BellSouth Tariff are owned by AT&T Intellectual Property or AT&T affiliated companies.

ISSUED: OCTOBER 28, 2014

EFFECTIVE: OCTOBER 29, 2014

ACCESS SERVICE

25. Pricing Flexibility Contract Offerings (N)

25.87 Contract Offer No. 84 – Access Service Offer (N)

25.87.1 General Description (N)

The Special Access Service Offer (Contract Offer No. 84) is a Minimum Annual Revenue Commitment attainment plan for which concurrent subscription is required to this Contract Offer and the following Access Tariffs: Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Contract Offer No. 169, Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Contract Offer No. 189; Ameritech Operating Companies(Ameritech) Tariff F.C.C. No. 2, Contract Offer No. 219; and Nevada Bell Telephone Company (NBTC) Tariff F.C.C No. 1, Contract Offer No. 33 (collectively, with this Contract Offer No. 84, referred to as the "Concurrently Subscribed Contract Offers". Ameritech, NBTC, PBTC, and SWBT, together with the Telephone Company, shall be identified herein as the "Qualified Companies." (N)

The Concurrently Subscribed Contract Offers allow the Customer to qualify for certain credits based on its attainment of a "Minimum Annual Revenue Commitment" or "MARC," as described in Section 25.87.5, below. The MARC consists of certain recurring revenue from "Contributory Services," as defined in Section 25.87.2, below, that the Customer purchases from the Qualified Companies. (N)

Contract Offer No. 84 will be available for subscription only from October 29, 2014 through November 29, 2014. This Contract Offer is not renewable.

25.87.2 Subject and Non-Subject Services

"MARC-Eligible Services" under the Concurrently Subscribed Contract Offers are Subject Services, listed in Table A, below, and Non-Subject Services, listed in Table B, below, provided by the Telephone Company and located within the operating territories of the Qualified Companies, as well as "Subject Services" and "Non-Subject Services" as defined in the other Concurrently Subscribed Contract Offers.

x – Issued under the Authority of Special Permission No. 14-021 of the F.C.C. (N)

ISSUED: OCTOBER 28, 2014

EFFECTIVE: OCTOBER 29, 2014

ACCESS SERVICE

25. Pricing Flexibility Contract Offerings (Cont'd)

(N)

25.87 Contract Offer No. 84 – Access Service Offer (Cont'd)

25.87.2 Subject and Non-Subject Services (Cont'd)

(A) Subject Services

- (1) Subject Services are pricing flexibility-qualified access services and associated rate elements, as identified in Table A, below.

Table A – Subject Services

Category	Services Included
Interstate Special Access Located in Pricing Flexibility Metropolitan Statistical Areas (MSAs)	DS3, except for any rate elements not subject to pricing flexibility

- (2) Subject Services must be located in the Pricing Flexibility MSAs where the Telephone Company has been granted Phase II pricing flexibility, as listed in BellSouth Tariff F.C.C. No. 1, Section 23, and those additional MSAs listed below. 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 additional MSAs as eligible for the discounts under this Contract Offer.

Additional MSAs: Birmingham AL, Huntsville AL, Mobile AL, Panama City FL, Augusta GA, Columbus GA, Lexington-Fayette KY, Alexandria LA, New Orleans LA, Asheville NC, Greenville SC, Clarksville-Hopkinsville TN

- (3) Subject Services ordered and purchased by the Customer prior to its subscription to this Contract Offer will be referred to as "Existing Subject Services."

Subject Services that were not being purchased from the Telephone Company prior to its subscription to this Contract Offer will be referred to as "New Subject Services."

(N)

ISSUED: OCTOBER 28, 2014

EFFECTIVE: OCTOBER 29, 2014

ACCESS SERVICE

25. Pricing Flexibility Contract Offerings (Cont'd)

(N)

25.87 Contract Offer No. 84 – Access Service Offer (Cont'd)

25.87.2 Subject and Non-Subject Services (Cont'd)

(B) Non-Subject Services

Non-Subject Services are listed in Table B, below.

TABLE B- Non-Subject Services will be included in calculations related to the "Minimum Annual Revenue Commitment," as defined in Section 25.87.1, but are not otherwise subject to this Contract Offer.

Category	Service
Interstate Special Access Services	BellSouth Metro Ethernet Service, AT&T Switched Ethernet SM Service
Intrastate Special Access and/or Equivalent Non-Switched Exchange Services (Excluding Private Line Services)	DS1, DS3, Optical Ethernet Metropolitan Area Network (OPT-E-MAN®), AT&T Switched Ethernet Service
AT&T Corp.	AT&T OPT-E-WAN® Virtual Private LAN Service (VPLS)

(C) All terms and conditions for those Subject Services and Non-Subject Services that are tariffed are governed by their respective tariff sections, except as noted in this Contract Offer with respect to Subject Services. All terms and conditions for those Non-Subject Services that are not tariffed are governed by the applicable guidebooks, service guides or contracts.

(D) Subject Services and Non-Subject Services shall also include any similar or successor services which are provided by the Qualified Companies and which were not available as of the effective date of this Contract Offer.

(N)

ISSUED: OCTOBER 28, 2014

EFFECTIVE: OCTOBER 29, 2014

ACCESS SERVICE

25. Pricing Flexibility Contract Offerings (Cont'd)

(N)

25.87 Contract Offer No. 84 – Access Service Offer (Cont'd)

25.87.3 Eligibility Criteria

The following Eligibility Criteria apply to this Contract Offer:

- (A) The Customer must have a minimum of 6,773 interstate special access DS1 circuit and 914 interstate special access DS3 circuits in service with the Qualified Companies, as of the effective date of this Contract Offer.
- (B) The Customer must have purchased interstate special access DS1 and DS3 services from the Qualified Companies for which aggregate monthly recurring charges were not less than \$1,748,890 (net of any applicable discounts and credits) for the month immediately prior to the effective date of this Contract Offer.
- (C) The Customer must have been purchasing a minimum of seventy-five percent (75%) of its DS3 interstate special access circuits under either 5-year or 7-year term commitments, in aggregate, including purchases from all of the Qualified Companies, during the last six months prior to the Subscription Date of this Contract Offer (as defined in Section 25.87.4(B), below).

Example: If the Customer purchased more than seventy-five percent (75%) of its DS3 interstate special access circuits subject to 5-year term commitments, in the aggregate from all of the Qualified Companies, the Customer would be eligible to order and purchase DS3 Subject Services under this Contract Offer at five-year rates.

Example: If the Customer purchased more than seventy-five percent (75%) of its DS3 interstate special access circuits subject to 7-year term commitments, in the aggregate from all of the Qualified Companies, the Customer would be eligible to order and purchase DS3 Subject Services under this Contract Offer at seven-year rates.

(N)

ISSUED: OCTOBER 28, 2014

EFFECTIVE: OCTOBER 29, 2014

ACCESS SERVICE

25. Pricing Flexibility Contract Offerings (Cont'd) (N)

25.87 Contract Offer No. 84 – Access Service Offer (Cont'd) (N)

25.87.3 Eligibility Criteria (Cont'd) (N)

(A) The Customer must concurrently subscribe to the following Contract Offers:

- (1) Ameritech Tariff F.C.C No. 2, Contract Offer No. 219; (Nx)
- (2) BellSouth Tariff F.C.C. No. 1, Contract Offer No. 84;
- (3) NBTC Tariff F.C.C. No. 1, Contract Offer No. 33;
- (4) PBTC Tariff F.C.C. No. 1, Contract Offer No. 169; and
- (5) SWBT Tariff F.C.C. No. 73, Contract Offer No. 189; (Nx)

(B) If the Customer purchases DS1 Interstate Special Access Services from the Telephone Company under an Area Commitment Plan (ACP), the Customer must extend all of its current ACP commitments to 72 months, subject to termination as provided in Section 25.87.4(G) of this Contract Offer. The Customer's Commitment Level (CL) for each such ACP commitment shall be equal to the number of rate elements in service at the time of the Customer's subscription to this Contract Offer. (N)

25.87.4 General Terms and Conditions

The following General Terms and Conditions apply to this Contract Offer No. 84:

(A) Subscription

To subscribe to Contract Offer, the Customer must submit Letters of Subscription (LOS) to the Qualified Companies. The Customer must provide, at the time of subscription, all Access Customer Name Abbreviations (ACNAs) that the Customer designates for inclusion in the Concurrently Subscribed Contract Offers for itself and any of its "Affiliates" that may purchase service pursuant to the Concurrently Subscribed Contract Offers (hereafter referred to as "Eligible ACNAs").

Services ordered or purchased under other ACNAs may not be transferred to, or converted for inclusion under, the Concurrently Subscribed Contract Offers, unless otherwise agreed in writing by the parties.

x – Issued under the Authority of Special Permission No. 14-021 of the F.C.C. (N)

ISSUED: OCTOBER 28, 2014

EFFECTIVE: OCTOBER 29, 2014

ACCESS SERVICE

25. Pricing Flexibility Contract Offerings (Cont'd)

(N)

25.87 Contract Offer No. 84 – Access Service Offer (Cont'd)

25.87.4 General Terms and Conditions (Cont'd)

(A) Term Period

The term of this Contract Offer (Term Period) will begin on the first day of the first calendar month following the date the Qualified Companies receive signed Letters of Subscription (LOS) from the Customer (that date to be referred to as the "Subscription Date"), and will continue for sixty (60) months. Each period of twelve (12) consecutive months during the Term Period, beginning from the Subscription Date, shall be referred to as a Term Year. Each period of three (3) consecutive months during the Term Period, beginning from the Subscription Date, shall be referred to as a Quarter. Upon expiration of the Term Period, Subject Services will be provided at the prevailing month-to-month rates as provided in BellSouth Tariff F.C.C. No. 1, Sections 7 or 23, 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 25.87.(B), all Service Terms are subject to termination pursuant to Sections 25.87.4(F) and 25.87.4(G), below.

(C) Service Term

Subject Services must be ordered and purchased subject to the Term Period applicable to DS3 service under this Contract Offer, as provided in Section 25.87.3(C) (Service Term). Customer shall order any New Subject Services under this Contract Offer by submitting an ASR, including the PNUM of this Contract Offer, to the Telephone Company. Customer may convert any Existing Subject Services to this Contract Offer either: (1) by submitting one or more ASRs, including the PNUM of this Contract Offer, to the Telephone Company, or (2) by requesting a bulk conversion project, to be coordinated by the Telephone Company. In either case, Existing Subject Services must begin a new service term upon conversion to this Contract Offer. Termination liability charges will not apply as a result of such conversion.

(N)

ISSUED: OCTOBER 28, 2014

EFFECTIVE: OCTOBER 29, 2014

ACCESS SERVICE

25. Pricing Flexibility Contract Offerings (Cont'd)

(N)

25.87 Contract Offer No. 84 – Access Service Offer (Cont'd)

25.87.4 General Terms and Conditions (Cont'd)

(C) Service Term (Cont'd)

Upon expiration of the Service Term or upon termination of the Term Plan as described in Section 25.87.4(G), below. Subject Services will be provided at the prevailing month-to-month rates as provided in BellSouth Tariff F.C.C. No. 1, Sections 7 or 23, 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 25.87.4(C), all Service Terms are subject to termination pursuant to Section 25.87.4(G), below.

(D) Commingling of Subject Services is defined in BellSouth Tariff F.C.C. No. 1, Section 2.6 During the Term Period, the Customer may not at any time be obtaining from the Qualified Companies a greater number of Subject Services that are commingled with one or more unbundled network elements than the number of such Subject Services in place as of the Subscription Date.

(E) The Customer may not be a party to any agreement for de-tariffed interstate access services provided by any of the Qualified Companies ("Broadband Agreement") or any other pricing flexibility contract tariff, if the Broadband Agreement or pricing flexibility contract tariff contains any revenue or volume commitment or attainment level, as of the effective date of the Contract Offer (Commitment Agreement), unless the Commitment Agreement expressly allows the Customer to participate in both the Commitment Agreement and the Concurrently Subscribed Contract Offers.

(N)

ISSUED: OCTOBER 28, 2014

EFFECTIVE: OCTOBER 29, 2014

ACCESS SERVICE

25. Pricing Flexibility Contract Offerings (Cont'd)

(N)

25.87 Contract Offer No. 84 – Access Service Offer (Cont'd)

25.87.4 General Terms and Conditions (Cont'd)

(F) Grandfathering or Sunsetting of Subject Services

Nothing in this Contract Offer shall prevent the Qualified Companies from terminating the provision of Subject Services entirely, prior to the end of the Term Period, to the extent permitted by applicable law.

- (G) Subject to paragraph G(1) or G(2), if either becomes applicable, 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; provided, however, that such service terms will be subject to termination by the Telephone Company until the earlier of: (i) 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 (ii) January 1, 2019.

- (1) If a Telephone Company tariff filing to withdraw or limit the availability of five (5) or seven (7) year service terms (a Grandfathering Tariff) has not become effective as of January 1, 2018, then upon written notice from the Customer to the Telephone Company, the Customer may continue to purchase or retain Subject Services under five (5) and seven (7) year service terms to the extent such service terms remain available under the terms and conditions of the applicable tariff provisions, subject to any subsequent changes in such terms and conditions, but all other terms and conditions of this Contract Offer will continue to apply.

(N)

ISSUED: OCTOBER 28, 2014

EFFECTIVE: OCTOBER 29, 2014

ACCESS SERVICE

25. Pricing Flexibility Contract Offerings (Cont'd)

(N)

25.87 Contract Offer No. 84 – Access Service Offer (Cont'd)

25.87.4 General Terms and Conditions (Cont'd)

(G) (Cont'd)

(2) If a Grandfathering Tariff becomes effective by January 1, 2018, then upon written notice from the Customer to the Telephone Company, the Customer may purchase or retain Subject Services under five (5) and seven (7) year service terms, according to the same rates, terms and conditions as provided under the Grandfathering Tariff, including, without limitation, any terms and conditions governing termination liability charges and completion of service terms, but all other terms and conditions of this Contract Offer will continue to apply.

(H) If, during the Term Period, any of the Qualified Companies or any portion of any such Qualified Company is no longer under the ownership and control of AT&T Inc. (a "Divested Entity"), then as of the closing date(s) of the relevant transaction(s), any Concurrently Subscribed Contract Offer applicable to a Divested Entity shall be administered and enforced, and any rights or obligations of either party to such Contract Offer shall apply, separately to: (i) the Qualified Companies (and any portions of Qualified Companies) remaining under the ownership and control of AT&T Inc. and (ii) the Divested Entity or Entities. In particular, but without limitation, the MARC (as provided in Section 25.87.5) and the amount of MARC-Eligible Charges required to qualify for Plan Shortfall Charges (as provided in Section 25.87.6(C)) shall be pro-rated between the Qualified Companies (and any portions of Qualified Companies) remaining under the ownership and control of AT&T Inc. and the Divested Entity or Entities in proportion to the amount of MARC-Eligible Charges billed by the Qualified Companies (and any portions of Qualified Companies) remaining under the ownership and control of AT&T Inc. and the Divested Entity or Entities, for the three months immediately prior to the closing date(s) of the relevant transaction(s).

Notwithstanding the foregoing paragraph, nothing in this Section 25.87.4(H) shall prevent the lawful modification or termination of any of the Concurrently Subscribed Contract Offers, as applicable to any Qualified Company or Divested Entity.

(N)

ISSUED: OCTOBER 28, 2014

EFFECTIVE: OCTOBER 29, 2014

ACCESS SERVICE

25. Pricing Flexibility Contract Offerings (Cont'd)

(N)

25.87 Contract Offer No. 84 – Access Service Offer (Cont'd)

25.87.5 Minimum Annual Revenue Commitment

The Customer must satisfy a Minimum Annual Revenue Commitment (MARC) for each Term Year of this Contract Offer. The MARC shall be satisfied by gross billed recurring revenue, after application of any discounts or credits applicable to those recurring revenues (except those issued under the Concurrently Subscribed Contract Offers), as well as adjustments for overbilling, under-billing and billing dispute settlements issued during that Term Year for Subject Services and Non-Subject Services purchased by and billed to Customer under the Eligible ACNAs (collectively, "MARC-Eligible Charges"). The Customer's MARC-Eligible Charges shall specifically exclude non-recurring charges, usage-based charges and temporary service charges. Credits under this Contract Offer are conditioned on the Customer's satisfaction of the MARC in each Term Year. Satisfaction of the MARC shall be determined according to MARC-Eligible Revenue.

The MARC for the first Term Year of the Term Period will be equal to ninety-five percent (95%) of the Customer's MARC-Eligible Revenue for the three (3) months prior to the Subscription Date, times four (4). The MARC for the each subsequent Term Year of the Term Period will be equal to ninety-five percent (95%) of the Customer's MARC-Eligible Revenue for the last three (3) months of the prior Term Year, times four (4).

25.87.6 Billing & Credits

(A) Subject Service Non-Recurring Charges.

- (1) Tables C, below, contain the effective rates for Subject Services under this Contract Offer No. 84. Any rate elements not listed in Table C will be provided at the applicable rates in BellSouth Tariff F.C.C No 1, Section 7. Each circuit element (Channel Termination and Mileage) must be located entirely in the MSAs listed in Section 25.87.2(A) to be eligible for these rates.

(N)

ISSUED: OCTOBER 28, 2014

EFFECTIVE: OCTOBER 29, 2014

ACCESS SERVICE

25. Pricing Flexibility Contract Offerings (Cont'd)

(N)

25.87 Contract Offer No. 84 – Access Service Offer (Cont'd)

25.87.6 Billing & Credits (Cont'd)

(A) Subject Service Non-Recurring Charges (Cont'd)

- (2) The Telephone Company will initially bill the Customer according to the otherwise applicable twelve (12) month Optional Payment Plan Monthly Recurring Charges ("OPP MRCs"). The Customer will then be credited in an amount equal to the difference between the otherwise applicable OPP MRCs and the MRCs for the rate elements listed in Table C, below. Credits will be applied monthly in arrears. Taxes, if applicable, will be charged on the OPP MRC rates, but will not be included in the credits applied to the Customer's bill.

Table C:

Lightgate Rate Elements	USOC	Plan C 61 to 96 Months
LightGate 1 service - Per System - AL/FL/GA/KY/LA/MS/NC/SC/TN - Zone 1/2/3	HFSC7	\$1,290.00
LightGate 1 service - Local Channel - Each additional system one-half mile - AL/FL/GA/KY/LA/MS/NC/SC/TN - Zone 1/2/3	1LPEA	\$150.00
LightGate 1 service - Mileage Band 0 to 8 Fixed - Per System - AL/FL/GA/KY/LA/MS/NC/SC/TN - Zone 1/2/3	1LPS8	\$625.00
LightGate 1 service - Mileage Band 0 to 8 Fixed - Per Mile - AL/FL/GA/KY/LA/MS/NC/SC/TN - Zone 1/2/3	1LPE8	\$50.00
LightGate 1 service - Mileage Band 9 to 25 Fixed - Per System - AL/FL/GA/KY/LA/MS/NC/SC/TN - Zone 1/2/3	1LPS9	\$775.00
LightGate 1 service - Mileage Band 9 to 25 Fixed - Per Mile - AL/FL/GA/KY/LA/MS/NC/SC/TN - Zone 1/2/3	1LPE9	\$50.00
LightGate 1 service - Mileage Band 26+ Fixed - Per System - AL/FL/GA/KY/LA/MS/NC/SC/TN - Zone 1/2/3	1LPS6	\$925.00
LightGate 1 service - Mileage Band 26+ Fixed - Per Mile - AL/FL/GA/KY/LA/MS/NC/SC/TN - Zone 1/2/3	1LPE6	\$50.00
Central Office Channel Interfaces	MQ3C0	\$450.00

ISSUED: OCTOBER 28, 2014

EFFECTIVE: OCTOBER 29, 2014

ACCESS SERVICE

25. Pricing Flexibility Contract Offerings (Cont'd)

(N)

25.87 Contract Offer No. 84 – Access Service Offer (Cont'd)

25.87.6 Billing & Credits (Cont'd)

(B) Service Portability Credits.

The Qualified Companies will issue credits in the amount of any termination liability charges that would otherwise apply as a result of the disconnection of Subject Services during the Term Period, provided that the conditions set forth below have been met. Such charges initially will be billed, and must be paid, as provided in the relevant sections of BellSouth F.C.C. Tariff No. 1, not including this Contract Offer. The Telephone Company will calculate and issue credits for each Quarter, which will be issued no later than sixty (60) days after the end of each Quarter.

- (1) Any disconnected Subject Service(s) must have been in service for a minimum of twelve (12) months.
- (2) The Customer must continue to purchase no less than the number of DS3 Subject Services (to be determined separately) that were in service as of the Subscription Date of this Contract Offer.

(C) Credits for Plan Shortfall Charges.

The Qualified Companies will issue credits in the amount of any termination liability charges or any charges for failure to satisfy a minimum Commitment Level pursuant to a High Capacity Service Portability Commitment, when such charges would otherwise apply as a result of the disconnection of Subject Services during the Term Period, provided that the conditions set forth below have been met. Such charges initially will be billed, and must be paid, as provided in the relevant sections of BellSouth F.C.C. Tariff No. 1, not including this Contract Offer. The Telephone Company will calculate and issue credits for each Term Year, which will be issued no later than sixty (60) days after the end of each Term Year.

- (1) Any disconnected Subject Service(s) must have been in service for a minimum of twelve (12) months.
- (2) MARC-Eligible Charges for the Term Year must have been no less than forty-three million one hundred sixty-seven thousand one hundred eighty-eight dollars (\$43,167,188).

(N)

ISSUED: OCTOBER 28, 2014

EFFECTIVE: OCTOBER 29, 2014

ACCESS SERVICE

25. Pricing Flexibility Contract Offerings (Cont'd)

(N)

25.87 Contract Offer No. 84 – Access Service Offer (Cont'd)

25.87.7 Access Service Ratio

The Customer (including any of its Affiliates included in this Contract Offer) must maintain an Access Service Ratio as further provided in this Section 25.87.7. The Access Service Ratio shall be calculated quarterly, based on data for the most recent single month for which information is available at the time of the calculation. The Qualified Companies will calculate the Customer's Access Service Ratio as of the Subscription Date and for each Quarter thereafter, as follows:

$$\text{Access Service Ratio} = \frac{\text{Access Revenue}}{\text{Access Revenue} + \text{Wholesale Revenue}}$$

During the Term Period, the Access Service Ratio may not decline by more than 3%, as compared to the Access Service Ratio on the Subscription Date, as determined by each quarterly calculation of the Access Service Ratio.

Example: Assume that the Customer's Access Service Ratio, as calculated for the Subscription Date, is 95%. For each subsequent quarterly calculation of the Access Service Ratio, the Customer would be required to achieve an Access Service Ratio of at least 92%.

If during the Term Period, any of the Qualified Companies 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. If, upon the initial review or any quarterly review of the Customer's compliance with the Access Service Ratio, the Qualified Companies determines that the Customer has not complied with the Access Service Ratio, the Qualified Companies 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.

(N)

ISSUED: OCTOBER 28, 2014

EFFECTIVE: OCTOBER 29, 2014

ACCESS SERVICE

25. Pricing Flexibility Contract Offerings (Cont'd)

(N)

25.87 Contract Offer No. 84 – Access Service Offer (Cont'd)

25.87.7 Access Service Ratio (Cont'd)

"Access Revenue" means the Qualified Companies' interstate recurring revenue from the Customer and its "Affiliates" associated with the services defined in Tables D and E, below. An "Affiliate" of a party to this Contract Offer means any entity that controls, is controlled by, or is under common control with, such party.

Table D:

Service Type	Service ¹
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	

¹ Ethernet-based 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 Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook.

(N)

ISSUED: OCTOBER 28, 2014

EFFECTIVE: OCTOBER 29, 2014

ACCESS SERVICE

25. Pricing Flexibility Contract Offerings (Cont'd)

25.87 Contract Offer No. 84 – Access Service Offer (Cont'd)

25.87.7 Access Service Ratio (Cont'd)

"Wholesale Revenue" means the Qualified Companies' recurring revenue from the Customer and its Affiliates for unbundled network elements and associated rate elements, as defined in Table E, below.

Table E

Service Type-- Unbundled Network Elements and Associated Services or Rate Elements	Service or Network Element ¹
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

¹ Ethernet-based 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 Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook.

(N)

(N)

ISSUED: OCTOBER 28, 2014

EFFECTIVE: OCTOBER 29, 2014

ACCESS SERVICE

25. Pricing Flexibility Contract Offerings (Cont'd)

(N)

25.87 Contract Offer No. 84 – Access Service Offer (Cont'd)

25.87.8 Assignment/Transfer/Successors

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to BellSouth F.C.C. Tariff No. 1, Section 2.1.2, the Qualified Companies will acknowledge such transfer or assignment if the criteria in BellSouth 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 percent (50%) of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission; or

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

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

- (1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or
(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 25.87.8 is not available, the Qualified Companies shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

(N)

ISSUED: OCTOBER 28, 2014

EFFECTIVE: OCTOBER 29, 2014

ACCESS SERVICE

25. Pricing Flexibility Contract Offerings (Cont'd)

(N)

25.87 Contract Offer No. 84 – Access Service Offer (Cont'd)

25.87.8 Assignment/Transfer/Successors (Cont'd)

(D) Notwithstanding anything to the contrary in this Section 25.87.8, the Customer may, upon written notice to the Qualified Companies, 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.

25.87.9 Mergers, Acquisitions, Sales or Divestitures Involving Customer

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 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.

(N)