ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22.1 Contract Offering No. 1 - SONET Win-Back Discount Offer

22.1.1 General Description

SONET Win-Back Discount Offer is an access discount plan that provides Customers with a discount on recurring rates for OC-3**,** OC-12, OC-48 and OC-192 Dedicated Ring services that meet the eligibility criteria described in Section 22.1.2 (C), below. Discounts vary based on the schedule below as explained in Section 22.1.4(C). This contract offering is only available in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) as listed in Section 22.1.3 (B)(1).

22.1.2 Services Available Under SONET Win-Back Discount Offer

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

- OC-3 Dedicated Ring – Ameritech Operating Companies Tariff F.C.C. No. 2, Section 7.5.11 for Phase 1 MSAs, or Section 21.5.2.9 for Phase 2 MSAs (T)
- OC-12 Dedicated Ring – Ameritech Operating Companies Tariff F.C.C. No. 2, Section 7.5.11 for Phase 1 MSAs, or Section 21.5.2.9 for Phase 2 MSAs (T)
- OC-48 Dedicated Ring – Ameritech Operating Companies Tariff F.C.C. No. 2, Section 7.5.11 for Phase 1 MSAs, or Section 21.5.2.9 for Phase 2 MSAs (T)
- OC-192 Dedicated Ring - Ameritech Operating Companies Tariff F.C.C. No. 2, Section 7.5.11 for Phase 1 MSAs, or Section 21.5.2.9 for Phase 2 MSAs (T)

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

(C) The following eligibility criteria must be met in order to receive the SONET Win-Back Offer discount:

- Service must be a pricing flexibility qualified SONET service listed in 22.1.2 (A)
- Service must be located in an MSA listed in 22.1.3(B)(1)
- Customer must convert a minimum of 3 DS3s or equivalent capacity service that is provided by a carrier other than Ameritech or one of its affiliates (either directly or through resale)
- Customer must present documentation described in 22.1.3(B)(3) to demonstrate that an equivalent capacity service is currently provided by a carrier other than Ameritech.

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

22.1 Contract Offering No. 1 - SONET Win-Back Discount Offer (Cont'd)

22.1.2 Services Available Under SONET Win-Back Discount Offer (Cont'd)

(C) The following eligibility criteria must be met in order to receive the SONET Win-Back Offer discount: (Cont'd)

- Customer must fill at least 50% of the capacity on a service provided under this SONET Win-Back Discount Offer with eligible Win-Back service.

22.1.3 SONET Win-Back Discount Offer Terms and Conditions

(A) Term Period

The contract term is either three (3) or five (5) years commencing on the date that Customer service installation is completed by the Telephone Company. Billing commences five (5) days following the Telephone Company's completion of the service order. This offer is not renewable. At the expiration of Customer's contract term and if Customer elects to continue service, the Customer may select a payment option as described in Section 7.5.11 for services purchased in Phase 1 MSAs or Section 21.5.2.9 for services purchased in Phase 2 MSAs.

(B) Terms and Conditions

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

- Phase 1 Pricing Flexibility MSAs: Chicago, Davenport/Rock Island/Moline, Decatur and Peoria/Pekin, Illinois, South Bend and Flint, Michigan, Appleton/Oshkosh/Neenah, Green Bay, Madison, and Racine, Wisconsin
- Phase 2 Pricing Flexibility MSAs: Champaign/Urbana, Rockford and Springfield, Illinois, Evansville/Henderson and Indianapolis, Indiana, Kalamazoo, Michigan, Cleveland/Lorain/Elyria, Columbus, Dayton and Toledo, Ohio, and Milwaukee/Waukesha, Wisconsin

(2) This contract offering is only available January 2, 2002 through April 2, 2002.
(3) Documentation required by the eligibility criteria described in 22.1.2 (C) includes (but is not limited to) invoices, circuit detail records, or coordinated orders to move the service.
(4) If Customer should discontinue this service during the term of this agreement termination charges will apply in accordance with Section 22.1.5.
(5) Customer agrees to order this service in accordance with the regulations set forth in Section 5.
(6) Customer may not migrate existing SBC provided services for at least six months from the date of the first bill onto services purchased under SONET Win-Back discount offer. (N)

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

22.1 Contract Offering No. 1 - SONET Win-Back Discount Offer (Cont'd)

22.1.4 SONET Win-Back Discount Offer Billing Discounts

(A) General

There are two types of SONET Win-Back Discounts available:

(1) Discounts applied to non-MVP Customers as in Section 22.1.4(C)(1)
(2) Discounts applied to Customers who are MVP Customers as in Section 22.1.4(C)(2)

(B) Application

The discounts provided under this contract tariff commence with the first bill after the service has been installed and are applied as a credit toward the qualifying circuits on the Customer's access service bill. Monthly billing credits will be issued for every month the Customer maintains services purchased under the SONET Win-Back Discount Offer.

(C) Term Discounts

(1) Discounts for Non-MVP Customers

These discounts are applied to the recurring rates for the SONET Win-Back services defined in Section 7.5.11 for Phase 1 MSAs, or Section 21.5.2.9 for Phase 2 MSAs. Discounts do not apply to the nonrecurring charges found in Section 7.5.11 for Phase 1 MSAs, or Section 21.5.2.9 for Phase 2 MSAs.

Service	36 Month Term	60 Month Term
OC-3	3%	5%
OC-12	5%	8%
OC-48	7%	10%
OC-192	9%	12%

Example: A Customer meets the eligibility criteria for an OC-12 SONET ring located in a Phase 2 MSA and requests a 36 month term. The SONET system monthly rate is calculated based on the rates in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 21.5.2.9. For illustrative purposes assume the monthly rate is $10,000. The discount calculation is applied as follows: $10,000 X .05 = $500 discount. The Customer's bill would reflect the OC-12 SONET ring discount by charging a rate of $9,500. (N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.1 Contract Offering No. 1 - SONET Win-Back Discount Offer (Cont'd)

22.1.4 SONET Win-Back Discount Offer Billing Discounts (Cont'd)

(C) Term Discounts (Cont'd)

(2) Discounts for MVP Customers

MVP Customers will receive a 50% discount on recurring rates for the first two billing periods services taken under the SONET Win-Back Discount Offer. In subsequent months, MVP Customers will receive a SONET Win-Back Discount Offer discount percentage equivalent to their current MVP discount percentage as defined in the MVP discount schedule contained in Section 19. SONET Win-back Discount Offer discounts do not apply to the nonrecurring charges found in Section 7.5.11 for Phase 1 MSAs, or Section 21.5.2.9 for Phase 2 MSAs. Revenues generated from this SONET Win-Back Discount Offer do not apply to the Customer's committed monthly MARC contained in Section 19.3(C)1. Further these revenues are not included in the Monthly Access Revenue as defined in Section 19.3D. If the Customer elects to include the revenues from services purchased under the SONET Win-Back Discount Offer in their MARC re-establishment calculation, no additional discounts will be provided on the Win-Back circuits. If the MVP Customer subscribing to this contract offering at any point during the contract term becomes a non-MVP Customer the services purchased under the SONET Win-Back Discount Offer will begin receiving the Win-Back discounts for non-MVP Customers as stated in Section 22.1.4 (C)(1) for the remaining Win-Back contract term.

Example: The MVP Customer subscribes to the SONET Win-Back Discount Offer in April for an OC-3 SONET ring located in a Phase 2 MSA . The Customer is in the second year of the MVP contract receiving a discount of 11%. The OC-3 SONET ring first monthly bill begins in May. The Customer’s bill in June will bill 50% of the monthly bill for the OC-3 ring for services provided in May. The Customer's bill in July will bill 50% of the monthly bill for the OC-3 ring for services provided in June. Beginning with the August bill the OC-3 ring would receive an 11% discount. The discount is based on the recurring monthly bill for the OC-3 ring as applied in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 21.5.2.9. (N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.1 Contract Tariff No. 1 - SONET Win-Back Discount Offer (Cont'd)

22.1.5 Termination Liability

The termination language contained below applies in lieu of termination liability language contained in Section 7.2.11. If a Customer terminates services before the completion of the term for any reason whatsoever other than a service interruption, the Customer agrees to pay to the Telephone Company termination liability charges described below. These charges shall become due as of the effective date of the cancellation or termination and are payable as described in Section 7.2.11. Customer's termination liability for cancellation of service shall be equal to:

(A) All nonrecurring charges associated with services purchased under the SONET Win-back Discount Offer that were waived in accordance with Section 7.5.11 and Section 21.5.2.9 must be re-paid, plus;

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

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

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

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

$20,000 X 12 X 50% = $120,000 termination charge. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.2 Contract Offering No. 2 - SONET Win-Back Discount Offer

22.2.1 General Description

SONET Win-Back Discount Offer is an access discount plan that provides Customers with a discount on recurring rates for OC-3**,** OC-12, OC-48 and OC-192 Dedicated Ring services that meet the eligibility criteria described in Section 22.2.2 (C), below. Discounts vary based on the schedule below as explained in Section 22.2.4(C). This contract offering is only available in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) as listed in Section 22.2.3 (B)(1).

22.2.2 Services Available Under SONET Win-Back Discount Offer

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

- OC-3 Dedicated Ring – Ameritech Operating Companies Tariff F.C.C. No. 2, Section 7.5.11 for Phase 1 MSAs, or Section 21.5.2.9 for Phase 2 MSAs (T)
- OC-12 Dedicated Ring – Ameritech Operating Companies Tariff F.C.C. No. 2, Section 7.5.11 for Phase 1 MSAs, or Section 21.5.2.9 for Phase 2 MSAs (T)
- OC-48 Dedicated Ring – Ameritech Operating Companies Tariff F.C.C. No. 2, Section 7.5.11 for Phase 1 MSAs, or Section 21.5.2.9 for Phase 2 MSAs
- OC-192 Dedicated Ring - Ameritech Operating Companies Tariff F.C.C. No. 2, Section 7.5.11 for Phase 1 MSAs, or Section 21.5.2.9 for Phase 2 MSAs (T)

(T)

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

(C) The following eligibility criteria must be met in order to receive the SONET Win-Back Offer discount:

- Service must be a pricing flexibility qualified SONET service listed in 22.2.2 (A)
- Service must be located in an MSA listed in 22.2.3(B)(1)
- Customer must convert a minimum of 3 DS3s or equivalent capacity service that is provided by a carrier other than Ameritech or one of its affiliates (either directly or through resale)
- Customer must present documentation described in 22.2.3(B)(3) to demonstrate that an equivalent capacity service is currently provided by a carrier other than Ameritech.

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.2 Contract Offering No. 2 - SONET Win-Back Discount Offer (Cont'd)

22.2.2 Services Available Under SONET Win-Back Discount Offer (Cont'd)

(C) The following eligibility criteria must be met in order to receive the SONET Win-Back Offer discount: (Cont'd)

- Customer must fill at least 50% of the capacity on a service provided under this SONET Win-Back Discount Offer with eligible Win-Back service.

22.2.3 SONET Win-Back Discount Offer Terms and Conditions

(A) Term Period

The contract term is either three (3) or five (5) years commencing on the date that Customer service installation is completed by the Telephone Company. Billing commences five (5) days following the Telephone Company's completion of the service order. This offer is not renewable. At the expiration of Customer's contract term and if Customer elects to continue service, the Customer may select a payment option as described in Section 7.5.11 for services purchased in Phase 1 MSAs or Section 21.5.2.9 for services purchased in Phase 2 MSAs.

(B) Terms and Conditions

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

- Phase 1 Pricing Flexibility MSAs: Chicago, Davenport/Rock Island/Moline, Decatur and Peoria/Pekin, Illinois, South Bend and Flint, Michigan, Appleton/Oshkosh/Neenah, Green Bay, Madison, and Racine, Wisconsin
- Phase 2 Pricing Flexibility MSAs: Champaign/Urbana, Rockford and Springfield, Illinois, Evansville/Henderson and Indianapolis, Indiana, Kalamazoo, Michigan, Cleveland/Lorain/Elyria, Columbus, Dayton and Toledo, Ohio, and Milwaukee/Waukesha, Wisconsin

(2) This contract offering is only available April 30, 2002 through July 28, 2002.
(3) Documentation required by the eligibility criteria described in 22.2.2 (C) includes (but is not limited to) invoices, circuit detail records, or coordinated orders to move the service.
(4) If Customer should discontinue this service during the term of this agreement termination charges will apply in accordance with Section 22.2.5.
(5) Customer agrees to order this service in accordance with the regulations set forth in Section 5.
(6) Customer may not migrate existing SBC provided services for at least six months from the date of the first bill onto services purchased under SONET Win-Back discount offer.

(N)

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

22.2 Contract Offering No. 2 - SONET Win-Back Discount Offer (Cont'd)

22.2.4 SONET Win-Back Discount Offer Billing Discounts

(A) General

There are two types of SONET Win-Back Discounts available:

(1) Discounts applied to non-MVP Customers as in Section 22.2.4(C)(1)
(2) Discounts applied to Customers who are MVP Customers as in Section 22.2.4(C)(2)

(B) Application

The discounts provided under this contract tariff commence with the first bill after the service has been installed and are applied as a credit toward the qualifying circuits on the Customer's access service bill. Monthly billing credits will be issued for every month the Customer maintains services purchased under the SONET Win-Back Discount Offer.

(C) Term Discounts

(1) Discounts for Non-MVP Customers

These discounts are applied to the recurring rates for the SONET Win-Back services defined in Section 7.5.11 for Phase 1 MSAs, or Section 21.5.2.9 for Phase 2 MSAs. Discounts do not apply to the nonrecurring charges found in Section 7.5.11 for Phase 1 MSAs, or Section 21.5.2.9 for Phase 2 MSAs.

Service	36 Month Term	60 Month Term
OC-3	5%	8%
OC-12	7%	11%
OC-48	9%	13%
OC-192	11%	15%

Example: A Customer meets the eligibility criteria for an OC-3 SONET ring located in a Phase 2 MSA and requests a 36 month term. The SONET system monthly rate is calculated based on the rates in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 21.5.2.9. For illustrative purposes assume the monthly rate is $10,000. The discount calculation is applied as follows: $10,000 X .05 = $500 discount. The Customer's bill would reflect the OC-3 SONET ring discount by charging a rate of $9,500. (N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.2 Contract Offering No. 2 - SONET Win-Back Discount Offer (Cont'd)

22.2.4 SONET Win-Back Discount Offer Billing Discounts (Cont'd)

(C) Term Discounts (Cont'd)

(2) Discounts for MVP Customers

MVP Customers will receive a 50% discount on recurring rates for the first two billing periods services taken under the SONET Win-Back Discount Offer. In subsequent months, MVP Customers will receive a SONET Win-Back Discount Offer discount percentage equivalent to their current MVP discount percentage as defined in the MVP discount schedule contained in Section 19. SONET Win-back Discount Offer discounts do not apply to the nonrecurring charges found in Section 7.5.11 for Phase 1 MSAs, or Section 21.5.2.9 for Phase 2 MSAs. Revenues generated from this SONET Win-Back Discount Offer do not apply to the Customer's committed monthly MARC contained in Section 19.3(C)1. Further these revenues are not included in the Monthly Access Revenue as defined in Section 19.3D. If the Customer elects to include the revenues from services purchased under the SONET Win-Back Discount Offer in their MARC re-establishment calculation, no additional discounts will be provided on the Win-Back circuits. If the MVP Customer subscribing to this contract offering at any point during the contract term becomes a non-MVP Customer the services purchased under the SONET Win-Back Discount Offer will begin receiving the Win-Back discounts for non-MVP Customers as stated in Section 22.2.4 (C)(1) for the remaining Win-Back contract term.

Example: The MVP Customer subscribes to the SONET Win-Back Discount Offer in April for an OC-3 SONET ring located in a Phase 2 MSA . The Customer is in the second year of the MVP contract receiving a discount of 11%. The OC-3 SONET ring first monthly bill begins in May. The Customer’s bill in June will bill 50% of the monthly bill for the OC-3 ring for services provided in May. The Customer's bill in July will bill 50% of the monthly bill for the OC-3 ring for services provided in June. Beginning with the August bill the OC-3 ring would receive an 11% discount. The discount is based on the recurring monthly bill for the OC-3 ring as applied in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 21.5.2.9. (N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.2 Contract Tariff No. 2 - SONET Win-Back Discount Offer (Cont'd)

22.2.5 Termination Liability

The termination language contained below applies in lieu of termination liability language contained in Section 7.2.11. If a Customer terminates services before the completion of the term for any reason, the Customer agrees to pay to the Telephone Company termination liability charges described below. These charges shall become due as of the effective date of the cancellation or termination and are payable as described in Section 7.2.11. Customer's termination liability for cancellation of service shall be equal to:

(A) All nonrecurring charges associated with services purchased under the SONET Win-back Discount Offer that were waived in accordance with Section 7.5.11 and Section 21.5.2.9 must be re-paid, plus;

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

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

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

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

$20,000 X 12 X 50% = $120,000 termination charge. (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.3 Contract Offer No. 3 – OC-192 Dedicated Ring Offer

22.3.1 General Description

OC-192 Dedicated Ring Offer is an access discount plan that permits customers located in Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates listed in Section 22.3.4 for new OC-192 Dedicated Ring Services that meet the eligibility criteria listed in Section 22.3.2 (B), below. This contract offering is available in the MSAs listed in Section 22.3.3 (B).

22.3.2 Services Available Under OC-192 Dedicated Ring Offer

(A) OC-192 Dedicated Ring Offer applies to pricing-flexibility-qualified access services contained in the following tariff section:

- OC-192 Dedicated Ring Service – Tariff F.C.C. No. 2, Section 21.5.2.9. (T)

(B) The following eligibility criteria must be met in order to receive the OC-192 Dedicated Ring Offer discount:

- Service must be a pricing-flexibility-qualified service listed in 22.3.2 (A);
- Service must be located in an MSA listed in 22.3.3 (B)(1);
- Service must be for new installation orders only

22.3.3 OC-192 Dedicated Ring Offer Terms and Conditions

Term Period

(A) This contract term is for three (3) or five (5) years commencing on the date the billing begins. Billing commences no more than five (5) days following the Telephone Company's completion of the service order. This offer is not renewable.

If at the expiration of Customer's contract term Customer elects to continue service, the Customer shall select from payment options in Section 7.4.10, or the Customer will be billed the monthly extension rate as described in Section 22.3.4.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.3 Contract Offer No. 3 – OC-192 Dedicated Ring Offer (Cont'd)

22.3.3 OC-192 Dedicated Ring Offer Terms and Conditions (Cont'd)

(A) Term Period (Cont'd)

Rate stability under this contract term applies only to the rates specific to OC-192 Dedicated Ring Offer. Purchase of the services listed above under OC-192 Dedicated Ring Offer is also subject to certain rates and charges in other sections of this tariff as applicable and as such rates and charges may be modified through the filing of tariff changes at any time during the term of the services. (N)

Purchases of the services listed above under OC-192 Dedicated Ring Offer are subject to the specific terms and conditions of this section 22.3. These specific terms and conditions will not change during the term of the services without Commission authorization. Purchases of the services listed above under OC-192 Dedicated Ring Offer are also subject to general terms and conditions of this FCC Tariff No.2 and such terms and conditions may be modified through the filing of tariff changes at any time during the term of the service. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.3 Contract Offering No. 3 – OC-192 Dedicated Ring Offer (Cont'd)

22.3.3 OC-192 Dedicated Ring Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (N)

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

Phase 2 Pricing Flexibility MSAs

- Champaign/Urbana, Chicago, Decatur, Rockford, and Springfield, Illinois;
- Evansville/Henderson and Indianapolis, Indiana;
- Detroit/Ann Arbor, Flint, Grand Rapids, and Kalamazoo, Michigan;
- Cleveland/Lorain/Elyria, Columbus, Dayton, and Toledo, Ohio;
- Madison, and Milwaukee/Waukesha, Wisconsin;

(2) This contract offering is only available September 20, 2002 through December 31, 2002.

(3) If Customer should discontinue this service during the term of this agreement, termination charges will apply in accordance with Section 22.3.5.

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

(5) Customer shall subscribe to the service listed in Section 22.3.2 (A) for a newly installed OC-192 with a three- year or five-year term in order to be eligible for this contract offering. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.3 Contract Offer No. 3 – OC-192 Dedicated Ring Offer (Cont'd)

22.3.4 OC-192 Dedicated Ring Offer Rates

(N)

Rates and Charges

OC-192 Dedicated Ring Service		MONTHLY			
	USOC	3 Year	5 Year	Monthy Ext.	NRC
Nodes					
-Customer Premises/First	GP5AX	19,800.00	16,000.00	33,000.00	
-Customer Premises/Additional	GP5AA	17,800.00	14,200.00	29,475.00	
-Central Office	GC5AX	17,800.00	14,200.00	29,475.00	
Nonrecurring charges for subsequent installations					
-Customer Premises Per Node	NRBS7				400.00
-Customer Premises Re-Map Per Node	NRBS7				400.00
-Central Office	NRBSV				325.00
Add/Drop Capability per node					
-not to exceed any configurable combination of ports beyond 192 STS-1 equivalents	MXRGX	4,500.00	3,600.00	7,000.00	
Ports Per Node Type					
-OC-3,OC-3c	S9NEX	150.00	135.00	225.00	
-OC-12,OC-12c	S9NGX	375.00	360.00	550.00	
-OC-48,OC-48c	S9NJX	950.00	900.00	1,425.00	
-DS3 at OC-192 Node	S9QGX	120.00	110.00	150.00	
Nonrecurring charges for subsequent installation-Per port type					
OC-48, OC-48c	NRBN9				425.00
OC-12, OC-12c	NRBSZ				400.00
OC3, OC-3c	NRBSW				400.00
DS3	NRBSX				385.00
Mileage					
-Per mile between nodes by ring type	1L5XX	260.00	220.00	330.00	
Optical to Electrical Add/Drop Capability per arrangement per node					
-not to exceed any configurable combination of ports beyond 192 STS-1 equivalents	MXJGX	2,500.00	2,000.00	3,500.00	
Dedicated Ring Regenerator					
-Each (as required)	RGY	9,250.00	7,400.00	13,875.00	
Nonrecurring charge for subsequent installation					
-Each as required	NRBS5				270.00
Shared Network Arrangement Processing Charge per service order	NRBOP				30.00
Administrative Charge per order	ORCMX				60.00
Design and Central Office Connection Charge, per ring	NRBCL				2,250.00

(N)

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.3 Contract Offer No. 3 –OC-192 Dedicated Ring Offer (Cont'd)

22.3.5 Termination Liability

(N)

The termination language contained below applies in lieu of termination liability language contained in Section 7.4.10 (C). If a Customer terminates services before the completion of the term for any reason, the Customer agrees to pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination and are payable as described in Section 7.4.10. Customer's termination liability for cancellation of service shall be equal to:

50% of all recurring charges for the balance of the Customer's three (3) or five (5) year term.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

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

$20,000 X 12 X 50% = $120,000 termination liability charge.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.4 Contract Offering No. 4 – OCN Point-to-Point OC-48 Offer (N)

22.4.1 General Description

OCN Point-to-Point OC-48 Offer is an access discount plan that permits customers located in Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates as described in Section 22.4.4 for new OCN Point-to-Point OC-48 Services that meet the eligibility criteria listed in Section 22.4.2(B), below. This contract offering is available in the MSAs listed in Section 22.4.3(B).

22.4.2 Services Available Under OCN Point-to-Point OC-48 Offer

(A) OCN Point-to-Point OC-48 Offer applies to pricing-flexibility-qualified access services contained in the following tariff section:

- Ameritech Optical Carrier Network (OCN) Point-to-Point OC-48 Ameritech Tariff F.C.C. No. 2, Section 21.5.2.8

(B) The following eligibility criteria must be met in order to receive the OCN Point-to-Point OC-48 Offer discount:

- Service must be a pricing-flexibility-qualified SONET service listed in Section 22.4.2 (A);
- Service must be located in an MSA listed in Section 22.4.3 (B)(1);
- Service must be for new installation orders only.

22.4.3 OCN Point-to-Point OC-48 Offer Terms and Conditions

(A) Term Period

The contract term is either three (3) or five (5) years commencing on the date the billing begins. Billing commences no more than five (5) days following the Telephone Company's completion of the service order. This offer is not renewable.

If at the expiration of Customer's contract term Customer elects to continue service, the Customer shall select from payment options in Section 7.2.10 (F), or Customer will be billed the monthly extension rate as described in Section 22.4.4. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.4 Contract Offering No. 4 – OCN Point-to-Point OC-48 Offer (Cont'd)

22.4.3 OCN Point-to-Point OC-48 Offer Terms and Conditions (Cont'd)

(A) Term Period (Cont'd)

(N)

Rate stability under this contract term applies only to the rates specific to OCN Point-to-Point OC-48 Offer. Purchase of the services listed above under OCN Point-to-Point OC-48 Offer is also subject to certain rates and charges in other sections of this tariff as applicable and as such rates and charges may be modified through the filing of tariff changes at any time during the term of the services.

Purchases of the services listed above under OCN Point-to-Point OC-48 Offer are subject to the specific terms and conditions of this section 22.4. These specific terms and conditions will not change during the term of the services without Commission authorization. Purchases of the services listed above under

OCN Point-to-Point OC-48 Offer are also subject to general terms and conditions of this FCC Tariff No.2 and such terms and conditions may be modified through the filing of tariff changes at any time during the term of the service.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.4 Contract Offer No. 4 – OCN Point-to-Point OC-48 Offer (Cont'd)

22.4.3 OCN Point-to-Point OC-48 Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (N)

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

Phase 2 Pricing Flexibility MSAs

- Champaign/Urbana, Chicago, Decatur, Rockford, and Springfield, Illinois;
- Evansville/Henderson and Indianapolis, Indiana;
- Detroit/Ann Arbor, Flint, Grand Rapids, and Kalamazoo, Michigan;
- Cleveland/Lorain/Elyria, Columbus, Dayton, and Toledo, Ohio;
- Madison, and Milwaukee/Waukesha, Wisconsin.

(2) This contract offering is only available September 20, 2002 through December 31, 2002.

(3) If Customer should discontinue this service during the term of this agreement, termination charges will apply in accordance with Section 22.4.5.

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

(5) Customer shall subscribe to the service listed in Section 22.4.2 (A) for a newly installed OCN Point-to-Point OC-48 with a three-year or five-year term in order to be eligible for this contract offering. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.4 Contract Offering No. 4 – OCN Point-to-Point OC-48 Offer (Cont'd)

22.4.4 Rates and Charges (N)

		MONTHLY			
OC-48/OC-48c Point-to-Point Service	USOC	3 Year	5 Year	Monthly Ext.	NRC
Local Distribution Channel Per Point of Termination					
-Terminating Bit Rate 2488.32 Mbps	TMECS	6,600.00	5,560.00	9,360.00	
Channel Mileage Termination Per Point of Termination					
-Per Point of Mileage Termination 2488.32 Mbps	CM6	1,420.00	1,340.00	1,843.00	
Channel Mileage Per Mile 2488.32 Mbps	1L5XX	400.00	220.00	644.00	
Optional Features and Functions					
-Add/Drop Multiplexing Per Arrangement (not to exceed 12 DS3s or equivalent)	MXRFX	1,170.00	500.00	1,609.00	
			MONTHLY		
-Add/Drop Per OC-12	MXJEX		375.00		
-Add/Drop Per OC-3	MXJCX		150.00		
-Add/Drop Per DS3	MXJBX		120.00		
Cross-Connection of Services Per Circuit	OCCFX		1,100.00		
1+1 Protection					
-Per Local Distribution Channel (LDC)	P8T		1,175.00		
-with Cable Survivability Per LDC	P3S		1,175.00		700.00
-with Route Survivability Per LDC	P8T		Apply rates and charges as described in section 7.5.10 (c)(4)(f)		
-with Route Survivability Per Quarter Route Mile	S2DXY		70.00		
Point-to-Point Regenerator (as required) Each	RGY48		5,280.00		
Shared Network Arrangement Processing Charge Per Service Order	NRBOP				30.00

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.4 Contract Offer No. 4 – OCN Point-to-Point OC-48 Offer (Cont'd)

22.4.5 Termination Liability (N)

The termination language contained below applies in lieu of termination liability language contained in Sections 7.2.10 (G). If Customer terminates services before the completion of the term for any reason, Customer agrees to pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination and are payable as described in Sections 7.2.10. Customer's termination liability for cancellation of service shall be equal to:

50% of all recurring charges for the balance of Customer's three (3) or five (5) year
term.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

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

$20,000 X 12 X 50% = $120,000 termination liability charge. (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22.5 Contract Offer No. 5 – OC-48 Dedicated Ring Offer

22.5.1 General Description

OC-48 Dedicated Ring Offer is an access discount plan that permits customers located in Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates listed in Section 22.5.4 for new OC-48 Dedicated Ring Services that meet the eligibility criteria described in Section 22.5.2(B), below. This contract offer is available in the MSAs listed in Section 22.5.3(B).

22.5.2 Services Available Under OC-48 Dedicated Ring Offer

(A) OC-48 Dedicated Ring Offer applies to pricing-flexibility-qualified access services contained in the following tariff section:

- OC-48 Dedicated Ring Service, Tariff F.C.C. No. 2, Section 21.5.2.9 (T)

(B) The following eligibility criteria must be met in order to receive the OC-48 Dedicated Ring Offer discount:

- Service must be a pricing-flexibility-qualified SONET service listed in Section 22.5.2 (A);
- Service must be located in an MSA listed in 22.5.3 (B)(1);
- Service must be for new installations only.

22.5.3 OC-48 Dedicated Ring Offer Terms and Conditions

(A) Term Period

The contract term is either three (3) or five (5) years commencing on the date billing begins. Billing commences no more than five (5) days following the Telephone Company's completion of the service order. This offer is not renewable.

If at the expiration of Customer's contract term Customer elects to continue service, Customer shall select from payment options in accordance with the regulations as described in Section 7.4.10, or Customer will be billed the monthly extension rates as described in Section 22.5.4.

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22.5 Contract Offer No. 5 – OC-48 Dedicated Ring Offer

22.5.1 General Description

OC-48 Dedicated Ring Offer is an access discount plan that permits customers located in Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates listed in Section 22.5.4 for new OC-48 Dedicated Ring Services that meet the eligibility criteria described in Section 22.5.2(B), below. This contract offer is available in the MSAs listed in Section 22.5.3(B).

22.5.2 Services Available Under OC-48 Dedicated Ring Offer

(A) OC-48 Dedicated Ring Offer applies to pricing-flexibility-qualified access services contained in the following tariff section:

- OC-48 Dedicated Ring Service, Tariff F.C.C. No. 2, Section 21.5.2.9 (T)

(B) The following eligibility criteria must be met in order to receive the OC-48 Dedicated Ring Offer discount:

- Service must be a pricing-flexibility-qualified SONET service listed in Section 22.5.2 (A);
- Service must be located in an MSA listed in 22.5.3 (B)(1);
- Service must be for new installations only.

22.5.3 OC-48 Dedicated Ring Offer Terms and Conditions

(A) Term Period

The contract term is either three (3) or five (5) years commencing on the date billing begins. Billing commences no more than five (5) days following the Telephone Company's completion of the service order. This offer is not renewable.

If at the expiration of Customer's contract term Customer elects to continue service, Customer shall select from payment options in accordance with the regulations as described in Section 7.4.10, or Customer will be billed the monthly extension rates as described in Section 22.5.4.

22. Pricing Flexibility Contract Offerings

22.5 Contract Offer No. 5 – OC-48 Dedicated Ring Offer (Cont'd)

22.5.3 OC-48 Dedicated Ring Offer Terms and Conditions (Cont'd)

(A) Term Period (Cont'd)

(N)

Rate stability under this contract term applies only to the rates specific to OC-48 Dedicated Ring Offer. Purchase of the services listed above under OC-48 Dedicated Ring Offer is also subject to certain rates and charges in other sections of this tariff as applicable and as such rates and charges may be modified through the filing of tariff changes at any time during the term of the services.

Purchases of the services listed above under OC-48 Dedicated Ring Offer are subject to the specific terms and conditions of this section 22.5. These specific terms and conditions will not change during the term of the services without Commission authorization. Purchases of the services listed above under OC-48 Dedicated Ring Offer are also subject to general terms and conditions of this FCC Tariff No.2 and such terms and conditions may be modified through the filing of tariff changes at any time during the term of the service.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.5 Contract Offer No. 5 – OC-48 Dedicated Ring Offer (Cont'd)

22.5.3 OC-48 Dedicated Ring Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (N)

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

Phase 2 Pricing Flexibility MSAs

- Champaign/Urbana, Chicago, Decatur, Rockford, and Springfield, Illinois;
- Evansville/Henderson and Indianapolis, Indiana;
- Detroit/Ann Arbor, Flint, Grand Rapids, and Kalamazoo, Michigan;
- Cleveland/Lorain/Elyria, Columbus, Dayton, and Toledo, Ohio;
- Madison, and Milwaukee/Waukesha, Wisconsin.

(2) This contract offering is only available September 20, 2002 through December 31, 2002.

(3) If Customer should discontinue this service during the term of this agreement, termination charges will apply in accordance with Section 22.5.5.

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

(5) Customer shall subscribe to the service listed in Section 22.5.2 (A) for a newly installed OC-48 Dedicated Ring with a three-year or five-year term in order to be eligible for this contract offering. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.5 Contract Offer No. 5 – OC-48 Dedicated Ring Offer (Cont'd)

22.5.4 Rates and Charges

(N)

		MONTHLY			
OC-48 Dedicated Ring	USOC	3 Year	5 Year	Monthly Ext.	NRC
Nodes					
-Customer Premises First	FP5EX	5,500.00	4,500.00	7,875.00	
-Customer Premises First Re-Map	RN8EX	5,890.00	4,715.00	7,875.00	
-Customer Premises Additional	FP5EA	5,240.00	4,190.00	7,330.00	
-Customer Premises Additional Re-Map	RN8EA	5,240.00	4,190.00	7,330.00	
-Customer Premises Plus	FP5SX	5,240.00	4,000.00	7,000.00	
-Customer Premises Plus Re-Map	RN8SX	5,240.00	4,190.00	7,000.00	
-Central Office	FC5EX	5,000.00	4,000.00	7,000.00	
-Central Office Plus	FC5SX	4,870.00	3,900.00	6,825.00	
Nonrecurring chrges for subsequent installation-Per node					
Customer Premises	NRBS7				400.00
Customer Premises Re-Map	NRBS7				400.00
Central Office	NRBSV				325.00
Add/Drop Capability					
-Per Arrangement (not to exceed 12 DS3s or equivalent)	MPEFX	800.00	600.00	1,050.00	
-Re-Map Per Arrangement (not to exceed 12 DS3s or equivalent)	M8RFX	1,170.00	965.00	1,050.00	
-Plus Per Arrangement (not to exceed 12 DS3s or equivalent)	MPEPX	800.00	600.00	1,050.00	
-Plus Re-Map Per Arrangement (not to exceed 12 DS3s or equivalent)	M8RPX	1,040.00	859.00	1,050.00	
-Nonrecurring charges for subsequent installation per arrangement	NRBS8				490.00
Ports					
-OC-12/OC-12c at OC-48 Node	SPRHX	375.00	360.00	630.00	
-OC-3/OC-3c at OC-48 Node	SPRJX	150.00	135.00	235.00	
-DS3 at OC-48 Node	SPRKX	120.00	110.00	190.00	
-DS1 at OC-48 Node [Optical-to-Elecrical DS1 add/drop capability as described in Section 7.2.11(B)(5) is needed along with an OC-3 port unless the customer has chosen an OC-12 DDN].	SPRLX	30.00	25.00	65.00	
-ReMap Per DS1 ReMap Block	P8RLX	1,400.00	1,260.00	1,820.00	
-ReMap Per DS3 ReMap Block (consists of 3 DS3 ports)	P8RKX	360.00	330.00	450.00	
-ReMap Per OC-3/OC-3c ReMap Port	P8RJX	150.00	135.00	190.00	
-ReMap Per OC-12/OC-12c ReMap Port	P8RHX	375.00	360.00	475.00	

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

22.5 Contract Offer No. 5 – OC-48 Dedicated Ring Offer (Cont'd)

22.5.4 Rates and Charges (Cont'd)

(N)

		MONTHLY			
OC-48 Dedicated Ring	USOC	3 Year	5 Year	Monthly Ext.	NRC
-Nonrecurring charges for subsequent installation per port					
OC-12/OC-12c	NRBSZ				400.00
OC-3/OC-3c	NRBSW				400.00
DS3	NRBSX				385.00
DS1	NRBXY				350.00
Mileage-Per mile between nodes					
Optical to Electrical Add/Drop Capability					
Per OC-3 to DS1 Add/Drop					
Re-Map per OC-3 to DS1 Add/Drop					
Nonrecurring charges for subsequent installation					
Per OC-3 to DS1 Add/Drop					
Dedicated Ring Regenerator Each (as required)	RGY	3,275.00	2,620.00	4,585.00	
-Nonrecurring charges for subsequent installation of regenerator	NRBS5				270.00
Shared Network Arrangement Processing Charge					
-Per Service Order	NRBOP				30.00
Re-Map Service, All States					
Initial Service Script Establishment/Test Charge					
Per OC-3 Ring	NRMR1				2,000.00
Per OC-12 Ring	NRMR1				3,500.00
Per OC-12 DDN Ring	NRMR2				2,000.00
Per OC-48 Ring	NRMR1				4,500.00
Subsequent Script Activity Charge					
Per OC-3 Ring	NRMR3				1,200.00
Per OC-12 Ring	NRMR3				2,100.00
Per OC-12 DDN Ring	NRMR4				1,200.00
Per OC-48 Ring	NRMR3				2,700.00
Scheduled Test Charge					
Per OC-3 Ring	NRMR5				1,600.00
Per OC-12 Ring	NRMR5				2,800.00
Per OC-12 DDN Ring	NRMR6				1,600.00
Per OC-48 Ring	NRMR5				3,600.00
Emergency Re-Map Activation, per request					
Per OC-3 Ring	NRMR7				1,800.00
Per OC-12 Ring	NRMR8				3,150.00
Per OC-12 DDN Ring	NRMR7				1,800.00
Per OC-48 Ring	NRMR1				4,050.00
Administrative charge per order	ORCMX				60.00
Design and Central Office Connection Charge, per ring	NRBCL				600.00

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

22.5 Contract Offering No. 5 – OC-48 Dedicated Ring Offer (Cont'd)

22.5.5 Termination Liability (N)

The termination language contained below applies in lieu of termination liability language contained in Sections 7.4.10 (C). If Customer terminates services before the completion of the term for any reason, Customer agrees to pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination and are payable as described in Sections and 7.4.10. Customer's termination liability for cancellation of service shall be equal to:

50% of all recurring charges for the balance of Customer's (3) three or five (5) year
term.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

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

$20,000 X 12 X 50% = $120,000 termination liability charge. (N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term

22.6.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below. (T) (T)

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.6.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit, MI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Kalamazoo, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Rockford, IL
- Springfield, IL
- Toledo, OH (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.6.2 Contract Terms

(A) Contract Offering No. 6 is available during the purchase period, which begins December 7, 2002 and ends March 6, 2003.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 6.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 6 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with ADTS-E Module 4, as well as other ADTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.6.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.6.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 6 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 6 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 6 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 6 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 6.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 6 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.6.2 (K).

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.6.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 6 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 6 terminated and the termination charges described in 22.6.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 22.6.3 (B).

(K) The customer may elect to discontinue Contract Offering No. 6 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.6.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 6 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 6, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 6.

(L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.6.2 Contract Terms (Cont'd)

(L) (Cont'd)

Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service-Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 6 terminated. If Contract Offering No. 6 is terminated during the initial contract term, the termination charges described in 22.6.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.6.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.6.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.6.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.6.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	NRMF1
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term

22.7.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below. (T) (T)

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.7.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit, MI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Kalamazoo, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Rockford, IL
- Springfield, IL
- Toledo, OH (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.7.2 Contract Terms

(A) Contract Offering No. 7 is available during the purchase period, which begins December 7, 2002 and ends March 6, 2003.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 7.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 7 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with ADTS-E Module 4, as well as other ADTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.7.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.7.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 7 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 7 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 7 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 7 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 7.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 7 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.7.2 (K). (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.7.2 Contract Terms (Cont'd)

(I)(Cont'd)

The termination charge for Contract Offering No. 7 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 7 terminated and the termination charges described in 22.7.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 7 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.7.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 7 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 7, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 7.

(L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service- (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.7.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 7 terminated. If Contract Offering No. 7 is terminated during the initial contract term, the termination charges described in 22.7.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.7.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.7.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.7.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.7.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$310.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	NRMF1
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term

22.8.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below. (T) (T)

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.8.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit, MI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Kalamazoo, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Rockford, IL
- Springfield, IL
- Toledo, OH (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.8.2 Contract Terms

(A) Contract Offering No. 8 is available during the purchase period, which begins December 7, 2002 and ends March 6, 2003.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 8.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 8 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with ADTS-E Module 4, as well as other ADTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.8.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.8.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 8 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 8 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 8 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 8 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 8.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 8 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.8.2 (K). (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.8.2 Contract Terms (Cont'd)

(I)(Cont'd)

The termination charge for Contract Offering No. 8 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 8 terminated and the termination charges described in 22.8.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 8 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.8.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 8 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 8, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 8.

(L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service- (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.8.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 8 terminated. If Contract Offering No. 8 is terminated during the initial contract term, the termination charges described in 22.8.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.8.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.8.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.8.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.8.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$250.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	NRMF1
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – One Year Term

22.9.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below. (T) (T)

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.9.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit, MI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Kalamazoo, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Rockford, IL
- Springfield, IL
- Toledo, OH (N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.9.2 Contract Terms

(A) Contract Offering No. 9 is available during the purchase period, which begins March 7, 2003 and ends June 30, 2003.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 9.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 9 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with ADTS-E Module 4, as well as other ADTS-E switched services associated with Modules 1, 2, and 3. (N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.9.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.9.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 9 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 9 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 9 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 9 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 9.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 9 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.9.2 (K). (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.9.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 9 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 9 terminated and the termination charges described in 22.9.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 22.9.3 (B).

(K) The customer may elect to discontinue Contract Offering No. 9 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.9.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 9 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 9, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 9.

(L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated (N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.9.2 Contract Terms (Cont'd)

(L) (Cont'd)

Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service-Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 9 terminated. If Contract Offering No. 9 is terminated during the initial contract term, the termination charges described in 22.9.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.9.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.9.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.9.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

(This page filed under Transmittal No. 1332)

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22. Pricing Flexibility Contract Offering (Cont'd)

22.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.9.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

(N)

(This page filed under Transmittal No. 1332)

22. Pricing Flexibility Contract Offering (Cont'd)

22.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Two Year Term

22.10.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below. (T) (T)

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 10.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.10.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit, MI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Kalamazoo, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Rockford, IL
- Springfield, IL
- Toledo, OH (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.10.2 Contract Terms

(A) Contract Offering No. 10 is available during the purchase period, which begins March 7, 2003 and ends June 30, 2003.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 10.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 10 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with ADTS-E Module 4, as well as other ADTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.10.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.10.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 10 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 10 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 10 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 10 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 10.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 10 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.10.2 (K). (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.10.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 10 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 10 terminated and the termination charges described in 22.10.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 10 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.10.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 10 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 10, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 10.

(L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service- (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.10.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 10 terminated. If Contract Offering No. 10 is terminated during the initial contract term, the termination charges described in 22.10.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.10.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.10.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.10.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.10.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$310.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.11 Contract Offering No. 11 – Access Advantage Plus Transport Service – Three Year Term

22.11.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below. (T) (T)

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

22. Pricing Flexibility Contract Offering (Cont'd)

22.11 Contract Offering No. 11 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.11.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit, MI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Kalamazoo, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Rockford, IL
- Springfield, IL
- Toledo, OH

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.11 Contract Offering No. 11 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.11.2 Contract Terms

(A) Contract Offering No. 11 is available during the purchase period, which begins March 7, 2003 and ends June 30, 2003.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 11.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 11 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with ADTS-E Module 4, as well as other ADTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.11 Contract Offering No. 11 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.11.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.11.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 11 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 11 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 11 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 11 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 11.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 11 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.11.2 (K). (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.11 Contract Offering No. 11 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.11.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 11 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 11 terminated and the termination charges described in 22.11.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 11 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.11.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 11 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 11, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 11.

(L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service- (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.11 Contract Offering No. 11 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.11.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 11 terminated. If Contract Offering No. 11 is terminated during the initial contract term, the termination charges described in 22.11.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.11.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.11.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.11.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.11 Contract Offering No. 11 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.11.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**	
Initial Contract Term	$250.00	$0.00	DZS1P	1ZZPZ	
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ	
Service Rearrangement	N/A	$100.00	NR9DT	N/A	
Special Access Surcharge	$ 25.00	N/A	S25	S25	(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22.12 Contract Offer No. 12 – OC-12 Dedicated Ring Service Conversion Offer

22.12.1 General Description

OC-12 Dedicated Ring Service Conversion Offer is an access discount plan that permits customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates listed in Section 22.12.4 for the conversion of OC-3 to OC-12 Dedicated Ring Services that meet the eligibility criteria described in Section 22.12.2(B), below. This contract offer is available in the MSAs listed in Section 22.12.3(B).

22.12.2 Services Available Under OC-12 Dedicated Ring Service Conversion Offer

(A) OC-12 Dedicated Ring Service Conversion Offer applies to pricing-flexibility-qualified access services contained in the following tariff section:

- OC-12 Dedicated Ring Service, Ameritech Tariff F.C.C. No. 2, Section 21.5.2.9. (T)

(B) The following eligibility criteria must be met in order to receive the OC-12 Dedicated Ring Service Conversion Offer discount:

- Service must be a pricing-flexibility-qualified SONET service listed in Section 22.12.2 (A);
- Service must be located in an MSA listed in 22.12.3 (B)(1);
- Service must be for conversions of OC-3, 5-year terms to OC-12, 5-year terms.

22.12.3 OC-12 Dedicated Ring Service Conversion Offer Terms and Conditions

(A) Term Period

Customer shall convert to a 5-year, OC-12 Dedicated Ring Service and will begin paying the 5-year, OC-12 Dedicated Ring Service term rate for the remaining period of the converted 5-year, OC-3 Dedicated Ring Service, at the time of the order, as described in Section 22.12.3(B)(5). This offer is not renewable.

If at the expiration of Customer's contract term Customer elects to continue service, Customer shall select from payment options in accordance with the regulations as described in Section 7.4.10, or Customer will be billed the monthly extension rates as described in Section 22.12.4.

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22. Pricing Flexibility Contract Offerings (N)

22.12 Contract Offer No. 12 –OC-12 Dedicated Ring Service Conversion Offer (Cont'd)

22.12.3 OC-12 Dedicated Ring Service Conversion Offer Terms and Conditions (Cont'd)

(A) Term Period (Cont'd)

Rate stability under this contract term applies only to the rates specific to OC-12 Dedicated Ring Service Conversion Offer. Purchase of the services listed above under OC-12 Dedicated Ring Service Conversion Offer is also subject to certain rates and charges in other sections of this tariff as applicable and as such rates and charges may be modified through the filing of tariff changes at any time during the term of the services.

Purchases of the services listed above under OC-12 Dedicated Ring Service Conversion Offer are subject to the specific terms and conditions of this Section 22.12. Purchases of the services listed above under OC-12 Dedicated Ring Service Conversion Offer are also subject to general terms and conditions of this F.C.C. Tariff No. 2 and such terms and conditions may be modified through the filing of tariff changes at any time during the term of the service. (N)

22. Pricing Flexibility Contract Offerings (N)

22.12 Contract Offer No. 12 –OC-12 Dedicated Ring Service Conversion Offer (Cont'd)

22.12.3 OC-12 Dedicated Ring Service Conversion Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions

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

Phase 1 Pricing Flexibility MSAs

- Appleton-Oshkosh-Neenah, Green Bay, Madison, Milwaukee-Waukesha and Racine, Wisconsin.

(2) This contract offering is only available March 11, 2003 through May 10, 2003.

(3) If Customer should discontinue this service during the term of this agreement, termination charges will apply in accordance with Section 22.12.5.

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

(5) Customer shall convert to the service listed in Section 22.12.2(A) with a 5-year term, in order to be eligible for this contract offering.

- Customer with a 5-year, OC-3 Dedicated Ring Service term may at any time convert to a 5-year, OC-12 Dedicated Ring Service and retain the service for the period remaining on the higher speed, without incurring the termination liability charge.

  Example: A customer with an existing 5-year, OC-3 Dedicated Ring Service with 24 months remaining elects to convert to a 5-year, OC-12 Dedicated Ring Service. At the time of the order, the customer will begin paying the 5-year term rate for the remaining period of 3-years (36 months) on the term plan. (N)

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

22.12 Contract Offer No. 12 – OC-12 Dedicated Ring Conversion Offer (Cont'd)

22.12.4 Rates and Charges

		MONTHLY		
OC-12 Dedicated Ring	USOC	5 Year	Monthly Ext.	NRC
Nodes				
-Customer Premises First	FP5DX	3,080.00	4,620.00	
-Customer Premises Additional	FP5DA	2,095.00	3,140.00	
-Central Office	FC5DX	2,095.00	3,140.00	
Nonrecurring charges for subsequent installation-Per node				
Customer Premises	NRBS7			400.00
Central Office	NRBSV			325.00
Ports				
-DS3 at OC-12 Node	SPRCX	110.00	150.00	
-OC-3/OC-3c at OC-12 Node	SPREX	135.00	190.00	
-DS1 at OC-12 Node	SPRGX	25.00	65.00	
Nonrecurring charges for subsequent installation-Per port				
OC-3 or OC-3c	NRBSW			400.00
DS3	NRBSX			385.00
DS1	NRBXY			350.00
Mileage-Per mile between nodes by ring				
OC-12	1L5XX	220.00	330.00	
Regenerator				
OC-12 (each)	RGY	2,095.00	3,140.00	
Nonrecurring charges for subsequent installation of regenerator-Per regenerator				
OC-12 (each)	NRBS5			270.00
Processing Charge per order	NRBOP			30.00

(N)

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

22.12 Contract Offer No. 12 – OC-12 Dedicated Ring Service Conversion Offer (Cont'd)

22.12.5 Termination Liability

The termination language contained below applies in lieu of termination liability language contained in Sections 7.4.10 (C). If Customer terminates services before the completion of the term for any reason, Customer agrees to pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination and are payable as described in Sections and 7.4.10. Customer's termination liability for cancellation of service shall be equal to:

50% of all recurring charges for the balance of Customer's five (5) year term.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

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

$20,000 X 24 X 50% = $240,000 termination liability charge. (N)

22. Pricing Flexibility Contract Offerings

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer

22.13.1 General Description

OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer ("Contract Offer 13") is an access pricing package plan. Contract Offer 13 provides the Customer with an OC-192 dedicated ring based custom network provided for the sole use of the Customer, connecting multiple customer designated locations and specified Telephone Company Central Offices (COs) via self-healing network designs. The scaled flat-rate pricing package includes all transport rate elements and components of the SONET, DS3 and DS1 transport bandwidth that make up the Customer's network as described in Section 22.13.3(B)(5).

OC-192 WAMS Dedicated Ring Service Offer is available to Customers ordering OC-192 Dedicated Ring Service with a maximum of seven (7) dedicated ring nodes. The OC-192 WAMS Dedicated Ring Network may include any of the following services, up to the bandwidth limits as specified in Section 22.13.3(B)(5), for the purpose of building the network architecture design: Special Access Service-Optical Carrier Network (OCN) Point-to-Point Service, DS3 Service, DS1 Service and Switched Access Service-Switched Transport. (T)

OC-192 WAMS Dedicated Ring Service Offer permits Customers located in Phase 1 and Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) that meet the eligibility criteria listed in Section 22.13.2(C), below, to pay the rates listed in Section 22.13.4 for a new OC-192 WAMS Dedicated Ring Service. This contract offering is only available in the MSAs listed in Section 22.13.3(B)(1).

22.13.2 Services Available Under OC-192 WAMS Dedicated Ring Service Offer

(A) OC-192 WAMS Dedicated Ring Service Offer applies to pricing-flexibility-qualified access services contained in the following tariff sections:

- OC-192 Dedicated Ring Service – Ameritech Tariff F.C.C. No. 2, Section 21 for Phase 1 & 2 MSAs; (T)
- Optical Carrier Network (OCN) Point-To-Point Service - Ameritech Tariff F.C.C. No. 2, Section 21 for Phase 1 & 2 MSAs;
- DS1 Service and DS3 Service - Ameritech Tariff F.C.C. No. 2, Section 21 for Phase 1 & 2 MSAs; (T)
- Switched Transport - Ameritech Tariff F.C.C. No. 2, Section 21 for Phase 1 & 2 MSAs.

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

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (Cont'd)

22.13.2 Services Available Under OC-192 WAMS Dedicated Ring Service Offer (Cont'd)

(C) The following eligibility criteria must be met in order to receive the OC-192 WAMS Dedicated Ring Service Offer pricing package offer:

- Maintain transport facilities to Cell Sites equal to or greater than 15% of the total WAMS Network of DS3 and DS1 service;
- All traffic must originate or terminate at a Mobile Switching Center (MSC);
- The Customer will not be able to subscribe to any other contract offerings in Section 22 in conjunction with the OC-192 WAMS Dedicated Ring Service Offer;
- Services under this Contract Offer 13 will not be eligible for benefits under the Managed Value Plan (MVP) offering in Section 19;
- Except as otherwise provided in Contract Offer 13, Customer agrees to subscribe to this service in accordance with the regulations set forth in Section 5.

22.13.3 OC-192 WAMS Dedicated Ring Service Offer Terms and Conditions

(A) Term Period

The contract term is 72 months (6 years), (the "Term Period"), commencing on the date the Telephone Company completes and Customer accepts the OC-192 Dedicated Ring access service order. Billing will commence no later than 30 days after the Term Period commences. This offer is not renewable.

At the expiration of the Term Period, Customer may choose from the payment options in:

- Section 7 for OC-192 Dedicated Ring Service, Optical Carrier Network (OCN) Point-to-Point Service, and DS1 and DS3; (T) (T)
- Section 6 for Switched Access Service - Switched Transport.

If at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections listed above, in the case of Switched Transport and DS1 and DS3, the Customer will automatically be billed the monthly rate found in Section 21; and in the case of OC-192 Dedicated Ring Service and Optical Carrier Network (OCN) Point-to-Point Service, the Customer will automatically be billed the monthly extension rate found in Section 21. (T) (T)

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

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (Cont'd)

22.13.3 OC-192 WAMS Dedicated Ring Service Offer Terms and Conditions (Cont'd)

(A) Term Period (Cont'd)

During the Term Period, monthly rates for service as listed in Section 22.13.4 will not change. Rate stability under this contract term period applies only to the rates specific to Contract Offer 13 as listed in Section 22.13.4. Purchase of the services listed above under Contract Offer 13 are also subject to certain rates and charges in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 13-Additional Engineering, Additional Labor & Miscellaneous Services and 21-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 22.13.3(B)(10)), as applicable and such rates and charges may be modified through the filing of tariff changes at any time during the Term Period.

Purchase of the services listed above under Contract Offer 13 are subject to the specific terms and conditions of Section 22.13.3(B) below. Purchase of the services listed above under Contract Offer 13 are also subject to general terms and conditions of F.C.C.Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 6-Switched Access Service, 7-Special Access Service and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

All terms and conditions specified herein shall supersede and be controlling to the extent of any explicit conflict with any other tariff sections of the Tariff F.C.C. No. 2 now and in the future. Notwithstanding the supersedure process in the preceding sentence, such supersedure shall not apply in the event of any change to this Tariff F.C.C.No. 2 required by order of the Commission or any conflict resulting therefrom.

(B) Terms and Conditions

(1) This Contract Offer 13 is only available for circuits located in the following Metropolitan Statistical Areas (MSAs):

- Phase 1 Pricing-Flexibility MSAs: Davenport/Rock Island/Moline, Peoria/Pekin;
- Phase 2 Pricing-Flexibility MSAs: Champaign/Urbana, Chicago, Decatur, Rockford and Springfield, Illinois.

(2) This Contract Offer 13 is only available June 6, 2003 through September 3, 2003.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (Cont'd)

22.13.3 OC-192 WAMS Dedicated Ring Service Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(3) If Customer should discontinue service under Contract Offer 13 during the Term Period, termination liability charges, if applicable, will be determined in accordance with Section 22.13.6.

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

(5) From time to time during the Term Period, the Customer may issue service orders aggregating up to the capacity bandwidth of the OC-192 WAMS Dedicated Ring Network without incurring any increase in the rates and charges set forth in Section 22.13.4. The capacity limits are:

OC-192 Dedicated Ring	7 Nodes	(T)
Dedicated Ring Mileage	92 Miles	
Dedicated Ring Add/Drop Capability	6	
Dedicated Ring Optical to Electrical Add/Drop Capability	6	
OC-3 Ports	8	
OC-3 OCN-PTP (Optical Carrier Network Point-To-Point)	4	
OCN PTP Average Mileage*	10	
DS3 Ports	360	
DS3 Average Mileage*	10	
Special Access DS3 Service	84	(T)
Switched Access-Switched Transport DS3	96	
Special Access DS1 Service	2184	(T)
DS1 Average Mileage*	10	
Switched Access – Switched Transport DS1	2688	

* Note – Additional mileage charges will apply if a single circuit increases the total average mileage above 5% of the limits set forth above.

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

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (Cont'd)

22.13.3 OC-192 WAMS Dedicated Ring Service Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(6) Customers who subscribe to the Contract Offer 13 may move DS1 and DS3 services as listed in Section 22.13.3(B)(5) without changing the Term Period or incurring termination liability charges. Disconnect orders associated with moves do not have to be coordinated with add orders provided the following conditions are met:

- o New service location is within the same MSA as the original service; and
- o Where facilities do not exist, Customer pays all applicable Special Construction charges.

(7) Customers who subscribe to the Contract Offer 13 may disconnect DS1 and DS3 services as listed in Section 22.13.3(B)(5) without changing the Term Period or incurring termination liability.

(8) If the Customer requests modifications to the Contract Offer 13 network design originally constructed for the Customer under Contract Offer 13, the Customer agrees to pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to: reconfiguration of existing ports, shelf rearrangements, node moves, ring design provisioning changes and customer premises rearrangements.

(9) If the Customer requests additional bandwidth, ring nodes, ring mileage, drop ports or other service feature and functions not included in 22.13.3(B)(5), the Customer will pay the tariff rates for those additions as contained in Section 21-Metropolitan Statistical Area Access Services.

(10) If the Customer requests that the OC-192 WAMS Dedicated Ring Service be converted to a different higher grade service in the same MSA covered under this contract offering, such conversions are subject to the following conditions:

- If the aggregate of the monthly payments with respect to the upgraded service over the term of such service (the "Upgrade Service Revenue Value") is equal to or greater than the aggregate of the monthly payments with respect to Contract Offer 13 over the remainder of the Term Period (the "Existing Service Revenue Value"), the upgrade is allowable;
- If the Upgrade Service Revenue Value is less than the Existing Service Revenue Value, the upgrade is not allowed, unless the Customer makes a one-time payment equal to the difference between the Upgrade Service Revenue and the Existing Service Revenue Value. This payment must be made before the Telephone Company begins work on the requested upgrade.

(N)

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

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (Cont'd)

22.13.3 OC-192 WAMS Dedicated Ring Service Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(10) (Cont'd)

- If the upgrade is not allowable and if the Customer elects not to make an up-front payment, but the Customer notifies the Telephone Company in writing of its desire to convert to the upgraded service, then the Telephone Company will terminate Contract Offer 13 and assess termination liability as determined in accordance with Section 22.13.6.

(11) The Telephone Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Notice will be provided utilizing mutually agreed upon methods. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the Customer to determine reasonable notification requirements including any advance notification as applicable.

(12) If the Customer wishes to assign or transfer its use of services under this Contract Offer 13 pursuant to Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in Section 2.1.2 are fulfilled unless the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

(This page filed under Transmittal No. 1346) (N)

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

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (Cont'd)

22.13.3 OC-192 WAMS Dedicated Ring Service Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(12) (Cont'd)

(b) (Cont'd)

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

22.13.4 Rates and Charges

Months	USOC	Monthly Charge
1 to 12		$508,322.00
13 to 24		$567,283.00
25 to 36		$623,035.00
37 to 48		$675,452.00
49 to 60		$757,381.00
61 to 72		$757,381.00
Administrative Charge per Service Order	ORCMX	$60.00
Design and Central Office Connection Charge, per initial ring	NRMCK	$2,250.00

22.13.5 Credit Allowance for Service Interruptions

(A) When a Credit Allowance Applies

The credit allowance language contained below applies in lieu of credit allowance language contained in Section 2. These credits are exclusive to Contract Offer 13 and no other credits from any other service assurance plans in other sections of the tariff will be applicable.

A service interruption occurs when any circuit becomes unusable to the Customer because of a failure of a facility component used to furnish service under this Contract Offer 13 or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the Customer. An interruption period starts when an unusable circuit is reported to the Telephone Company within 24 hours of the interruption, and ends when the circuit is usable. The Telephone Company may require joint out of service testing and correction of the interruption. In case of a service interruption, allowance for the period of interruption, if not due to the negligence of the Customer shall be as follows: (N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (Cont'd)

22.13.5 Credit Allowance for Service Interruptions (Cont'd)

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

DS3/DS1 Service Circuits and Switched Access Service-Switched Transport DS3: (T)

(1) The Customer shall be credited for an interruption of service of one (1) minute or more at the fixed rate credit shown below per circuit:

- DS3 Service: $925.00
- Switched Access Service-Switched Transport DS3: $558.00 (T)
- DS1 Service: $228.00

(T)

In any monthly billing period, as a result of an interruption of service, the total fixed rate credit per circuit will not exceed the specified amount shown in the following table:

- DS3 Service: $925.00
- Switched Access Service-Switched Transport DS3: $558.00 (T)
- DS1 Service: $228.00

(T)

In any monthly billing period, as a result of an interruption of service, the total credit for all circuits will not exceed the amounts listed below:

- Year 1 $380,218
- Year 2 $439,183
- Year 3 $494,938
- Year 4 $547,358
- Year 5 $629,292
- Year 6 $629,292

These credits are in addition to the credits in (2) and (3) below.

OC-192 WAMS Dedicated Ring

(2) The Customer shall be credited a fixed rate credit per Node when a port-to-port connection experiences a service interruption of one (1) minute or more.

- OC-192 Dedicated Ring Service per Node: $17,700.00 (T)

In any monthly billing period, as a result of an interruption of service, the total fixed rate credit per Node will not exceed the specific amount shown below for that particular node:

(T)

- OC-192 Dedicated Ring Service per Node: $17,700.00

These credits are in addition to the credits in (1) above and (3) below.

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

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (Cont'd)

22.13.5 Credit Allowance for Service Interruptions (Cont'd)

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

Optical Carrier Network-Point-to-Point Service (OCN-PTP)

(3) The Customer shall be credited for an interruption of service of one (1) minute or more at the fixed rate credit shown below per circuit:

- OCN-PTP Service per OC-3 Circuit: $1,070.00
- OCN-PTP Service per OC-1 Circuit: $357.00

In any monthly billing period, as a result of an interruption of service, the total credit per circuit will not exceed the specific amount shown below for that particular circuit:

- OCN-PTP Service per OC-3 Circuit: $1,070.00
- OCN-PTP Service per OC-1 Circuit: $357.00

These credits are in addition to the credits in (1) and (2) above.

Example: When an OC-192 node provisioned with one (1) OC-3 OCN PTP circuit, three (3) Ameritech DS3s and one hundred (100) Special Access DS1s experience a service interruption for all of these elements for one (1) minute or more, the following fixed rate credits will apply:

DESCRIPTION	QTY	CREDIT	AMOUNT
OC-192 Node	1	$ 17,700.00	$ 17,700.00
OC-3 Point-to-Point	1	$ 1,070.00	$ 1,070.00
Special Access DS3	3	$ 925.00	$ 2,775.00
Special Access DS1	100	$ 228.00	$ 22,800.00
Total Credit Allowance			$ 44,345.00

(B) When a Credit Allowance Does Not Apply

(1) Interruptions caused by the negligence of the Customer.

(2) Interruptions of a service caused by the failure of equipment or systems provided by the Customer or others on behalf of the Customer.

(3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated. (N)

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

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (Cont'd)

22.13.5 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Does Not Apply (Cont'd)

(4) Interruptions of a service when the Customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.

(5) For service provided under a Shared Facility Credit/Shared Facility Channel Service arrangement, only those Customers who notify the Telephone Company of a service outage will receive a credit allowance.

(6) Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

(7) Periods of temporary discontinuance as set forth in Section 2.2.1(B) preceding. The Telephone Company shall provide the Customer with prompt written notice specifying the basis of the Telephone Company's determination that temporary discontinuance of the use of a service has been required.

(8) Periods of interruption as set forth in Section 13.3.1.

(9) Interruptions caused by or related to work stoppages, governmental orders, civil commotions, insurrections, riots, and criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control.

(N)

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

22.13 Contract Offer No. 13 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (Cont'd)

22.13.6 Termination Liability

Termination liability as described below applies in lieu of the termination liability described in Section 7.4.10(C). If Customer terminates the Contract Offer 13 before the completion of the term for any reason other than due to "Excessive Service Outages" as defined below or an upgrade as may be allowed under Section 22.13.3(B)(10), Customer agrees to pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination of service. Customer's termination liability for termination of service shall be equal to:

- 50% of all recurring charges for the balance of Customer's 6 years (72 month) term.

The termination liability charge would be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: Customer terminates service after three years and has thirty-six months remaining in a seventy-two month term plan.

The termination liability would be calculated as:

Year	Months		Monthly Recurring Rate		Termination Percentage	Termination Liability Charges
4	12	X	$675,452.00	X	.50	$4,052,712
5	12	X	$757,381.00	X	.50	$4,544,286
6	12	X	$757,381.00	X	.50	$4,544,286
					Total	$13,141,284

An Excessive Service Outage occurs when the OC-192 WAMS Dedicated Ring experiences simultaneous equipment service interruptions of both the working and protection path of the network and the service interruptions have not been excepted from treatment for a credit allowance under Section 22.13.5(B) above. If during any consecutive twelve (12) month period there are more than two (2) Excessive Service Outages, the Customer may terminate its purchase of service under Contract Offer 13 without incurring termination liability charges. Such termination shall be effective two hundred and forty (240) calendar days following delivery of written notice to the Telephone Company and notice of intent to terminate service must be given within thirty (30) calendar days of the third or any subsequent Excessive Service Outage within the same consecutive twelve (12) month period. (N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – One Year Term

22.14.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below. (T) (T)

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.14.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit-Ann Arbor, MI
- Eau Claire, WI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Janesville-Beloit, WI
- Kalamazoo, MI
- Kenosha, WI
- Lansing-East Lansing, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Racine, WI
- Rockford, IL
- Sheboygan, WI
- Springfield, IL
- Toledo, OH (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.14.2 Contract Terms

(A) Contract Offering No. 14 is available during the purchase period, which begins July 1, 2003 and ends January 30, 2004.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 14.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 14 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with ADTS-E Module 4, as well as other ADTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.14.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.14.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 14 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 14 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 14 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 14 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 14.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 14 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.14.2 (K). (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.14.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 14 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 14 terminated and the termination charges described in 22.14.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 22.14.3 (B).

(K) The customer may elect to discontinue Contract Offering No. 14 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.14.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 14 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 14, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 14.

(L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated (N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.14.2 Contract Terms (Cont'd)

(L) (Cont'd)

Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service-Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 14 terminated. If Contract Offering No. 14 is terminated during the initial contract term, the termination charges described in 22.14.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.14.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.14.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.14.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

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22. Pricing Flexibility Contract Offering (Cont'd)

22.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.14.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term

22.15.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below. (T) (T)

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.15.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit-Ann Arbor, MI
- Eau Claire, WI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Janesville-Beloit, WI
- Kalamazoo, MI
- Kenosha, WI
- Lansing-East Lansing, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Racine, WI
- Rockford, IL
- Sheboygan, WI
- Springfield, IL
- Toledo, OH

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.15.2 Contract Terms

(A) Contract Offering No. 15 is available during the purchase period, which begins July 1, 2003 and ends January 30, 2004.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 15.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 15 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with ADTS-E Module 4, as well as other ADTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.15.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.15.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 15 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 15 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 15 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 15 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 15.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 15 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.15.2 (K). (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.15.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 15 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 15 terminated and the termination charges described in 22.15.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 15 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.15.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 15 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 15, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 15.

(L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service- (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.15.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 15 terminated. If Contract Offering No. 15 is terminated during the initial contract term, the termination charges described in 22.15.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.15.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.15.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.15.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.15 Contract Offering No. 15 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.15.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$310.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term

22.16.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below. (T) (T)

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provi ded through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.16.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit-Ann Arbor, MI
- Eau Claire, WI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Janesville-Beloit, WI
- Kalamazoo, MI
- Kenosha, WI
- Lansing-East Lansing, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Racine, WI
- Rockford, IL
- Sheboygan, WI
- Springfield, IL
- Toledo, OH

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.16.2 Contract Terms

(A) Contract Offering No. 16 is available during the purchase period, which begins July 1, 2003 and ends January 30, 2004.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 16.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 16 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with ADTS-E Module 4, as well as other ADTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.16.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.16.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 16 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 16 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 16 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 16 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 16.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 16 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.16.2 (K). (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.16.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 16 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 16 terminated and the termination charges described in 22.16.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 16 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.16.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 16 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 16, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 16.

(L) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Ameritech Digital Transport Service- (N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.16.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (ADTS-E) Module 4 (Access Advantage Plus), as well as other ADTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 16 terminated. If Contract Offering No. 16 is terminated during the initial contract term, the termination charges described in 22.16.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.16.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.16.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.16.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.16.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**	
Initial Contract Term	$250.00	$0.00	DZS1P	1ZZPZ	
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ	
Service Rearrangement	N/A	$100.00	NR9DT	N/A	
Special Access Surcharge	$ 25.00	N/A	S25	S25	(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.17 Contract Offer No. 17 – OC-48 Optical Carrier Network (OCN) Point-to-Point Service Offer

22.17.1 General Description

OC-48 OCN Point-to-Point Service Offer ("Contract Offer No. 17") is an access discount plan that permits Customers located in Phase 1 and 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates as described in Section 22.17.4 for new OC-48 OCN Point-to-Point Services with new DS3, OC-3, OC-3c, OC-12, and OC-12c subtending circuits that meet the eligibility criteria described in Section 22.17.2(C), below. This Contract Offer No. 17 is available in the MSAs listed in Section 22.17.3(B)(1).

22.17.2 Services Available Under OC-48 OCN Point-to-Point Service Offer

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

- Optical Carrier Network (OCN) Point-To-Point Service/Ameritech OC-48/OC-48c Service - Ameritech Tariff F.C.C. No. 2, Section 21 for Phase 1 and 2 MSAs;

Subtending Circuits:

- DS3 Service - Ameritech Tariff F.C.C. No. 2, Section 21 for Phase 1 and 2 MSAs. (T)
- Optical Carrier Network (OCN) Point-To-Point Service/Ameritech OC-3/OC-3c/OC-12/OC-12c Service - Ameritech Tariff F.C.C. No. 2, Section 21 for Phase 1 and 2 MSAs;

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

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

- Service must be a pricing-flexibility-qualified service listed in Section 22.17.2(A);
- Service must be located in an MSA listed in 22.17.3(B)(1);
- Service must be for new OC-48 OCN Point-to-Point Service with new subtending services on each Point-to-Point arrangement.

22.17.3 OC-48 OCN Point-to-Point Service Offer Terms and Conditions

(A) Term Period

The contract term is for 36 months (3 years) or 60 months (5 years), (the "Term Period"), commencing on the date the Telephone Company completes and Customer accepts the OC-48 Point-to-Point access service order. Billing will commence no later than 30 days after the Term Period commences. This Contract Offer No. 17 is not renewable.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.17 Contract Offer No. 17 – OC-48 Optical Carrier Network (OCN) Point-to-Point Service Offer (Cont'd)

22.17.3 OC-48 OCN Point-to-Point Service Offer Terms and Conditions (Cont'd)

(A) Term Period (Cont'd)

If at the expiration of the Term Period, the Customer elects to continue service, the Customer may choose from the payment options in accordance with the regulations as described in the following sections:

- Section 7.2.10 for Ameritech Optical Carrier Network (OCN) Point-to-Point Service and Section 7.4.9 for DS3 Services. (T)

If the Customer does not select a payment option, and does not elect to disconnect service, the Customer will automatically be billed the monthly extension rates as listed in Section 21.5.2.8 for Ameritech Optical Carrier Network (OCN) Point-to-Point Service, and Section 21.5.2.7 for Ameritech DS3 Services.

Rate stability under this Contract Offer No. 17 Term Period applies only to the rates specific to Contract Offer No. 17 as described in Section 22.17.4. Purchase of the services listed above under Contract Offer No. 17 are also subject to certain rates and charges in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 13-Additional Engineering, Additional Labor & Miscellaneous Services and 21-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 22.17.4), as applicable and such rates and charges may be modified through the filing of tariff changes at any time during the Term Period.

Purchase of the services listed above under Contract Offer No. 17 are subject to the specific terms and conditions of Section 22.17.3 (B), below. Purchase of the services listed above under Contract Offer No. 17 are also subject to general terms and conditions of F.C.C Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

(B) Terms and Conditions

(1) This Contract Offer No. 17 is only available for circuits located in the following MSAs:

- Phase 1 Pricing-Flexibility MSAs: South Bend, Indiana;
- Phase 2 Pricing-Flexibility MSAs: Evansville/Henderson and Indianapolis, Indiana.

(2) This Contract Offer No. 17 is only available July 2, 2003 through October 2, 2003.

(This page filed under Transmittal No. 1357)

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

22.17 Contract Offer No. 17 – OC-48 Optical Carrier Network (OCN) Point-to-Point Service Offer (Cont'd)

22.17.3 OC-48 OCN Point-to-Point Service Offer Terms and Conditions (Cont'd)

(B) Term and Conditions (Cont'd)

(3) If Customer should discontinue this service during the Term Period of this Contract Offer No. 17, termination liability charges will apply in accordance with Section 22.17.5.

(4) Customer agrees to subscribe to this Contract Offer No. 17 in accordance with the regulations set forth in Section 5.

(5) Customer shall subscribe to the service listed in Section 22.17.2(A) for a newly installed OC-48 OCN Point-to-Point Service with a three (3) year or five (5) year Term Period in order to be eligible for this Contract Offer No. 17.

(6) Customer agrees to place access service order request for new OC-48 OCN Point-to-Point Service at time of subscription to this Contract Offer No. 17.

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

(8) Customer agrees not to resell any capacity on services covered under this Contract Offer No. 17 to a third party.

(9) If special construction charges apply on the new OC-48 OCN Point-to-Point Service, the Customer agrees to pay those charges prior to the Telephone Company's construction of the facility.

(10) Customer will not be able to subscribe to any future contract offerings in Section 22 in conjunction with this Contract Offer No. 17 that might be offered by the Telephone Company for services covered under this Contract Offer No. 17.

(11) Revenues under this Contract Offer No. 17 will not be eligible for inclusion in the Managed Value Plan (MVP) offering in Section 19. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.17 Contract Offer No. 17 – OC-48 Optical Carrier Network (OCN) Point-to-Point Service Offer (Cont'd)

22.17.4 Rates and Charges

Under this Contract Offer No. 17, the Customer will receive a discount of twelve percent (12%) on the rates for new OC-48 OCN Point-to-Point Services as listed in Section 21.5.2.8, and a discount of five percent (5%) on the rates for all new subtending Ameritech DS3, OC-3, OC-3c, OC-12, and OC-12c Services as listed in Section 21.5.2.7-8 and as listed in Sections 21.5.2.7.

22.17.5 Termination Liability

Termination liability as described below applies in lieu of the termination liability described in Section 7.4.10(C). If Customer terminates the Contract Offer No. 17 before the completion of the Term Period for any reason, the Customer agrees to pay to the Telephone Company termination liability charges as described below. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

- 50% of all recurring charges for the balance of Customer's three (3) or five (5) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

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

$20,000 X 12 X 50% = $120,000 termination liability charge (N)

22. Pricing Flexibility Contract Offerings (N)

22.18 Contract Offer No. 18 – OC-48 Dedicated Ring Service Offer

22.18.1 General Description

OC-48 Dedicated Ring Service Offer ("Contract Offer 18") is an access pricing package plan that permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates as described in Section 22.18.4 for new OC-48 rings. Customers must meet the eligibility criteria described in Section 22.18.2(C), below. This Contract Offer No. 18 is only available in the MSAs listed in Section 22.18.3(B)(1).

OC-48 Dedicated Ring Service Offer is available to Customers ordering OC-48 Dedicated Ring Service with a maximum of four (4) dedicated ring nodes. The OC-48 Dedicated Ring Network may include any combination of the following services, for the purpose of building the network architecture design: Special Access Service-DS3 and DS1 Service.

22.18.2 Services Available Under OC-48 Dedicated Ring Service Offer

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

- OC-3, OC-12 and OC-48 Dedicated Ring Service – Ameritech Tariff F.C.C. No. 2, Section 21 for MSAs.

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

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

22.18 Contract Offer No. 18 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.18.2 Services Available Under OC-48 Dedicated Ring Service Offer (Cont'd)

(C) The following eligibility criteria must be met in order to receive the OC-48 Dedicated Ring Service Offer pricing package offer:

- Service must be a pricing-flexibility-qualified service listed in Section 22.18.2(A);
- Service must be located in an MSA listed in 22.18.3(B)(1);
- Service must be for new OC-48 Dedicated Ring Service;
- Except as otherwise provided in Contract Offer 18, Customer agrees to subscribe to this service in accordance with the regulations set forth in Tariff FCC 2, Section 5.

22.18.3 OC-48 Dedicated Ring Service Offer Terms and Conditions

(A) Term Period

The contract term is 60 months (5 years), (the "Term Period"), commencing on the date the Telephone Company completes and Customer accepts the OC-48 Dedicated Ring access service order. Billing will commence no later than 30 days after the Term Period commences. This offer is not renewable.

If at the expiration of the Term Period, the Customer elects to continue service, the customer may choose from the payment options in accordance with the regulations as described in the following Tariff FCC 2, Section 21.

- Section 21 for OC-3, OC-12 and OC-48 Dedicated Ring Service, and Section 21 for DS1 and DS3 Services.

If the Customer does not elect to disconnect service and does not choose an option described above, the Customer will automatically be billed the monthly rate found in Section 21.5.2.7 for DS1 and DS3, or the monthly extension rate found in Section 21.5.2.9 for OC-48 Dedicated Ring Service. (N)

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

22.18 Contract Offer No. 18 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.18.3 OC-48 Dedicated Ring Service Offer Terms and Conditions (Cont'd)

(A) Term Period (Cont'd)

Rate stability under this Contract Offer No. 18 Term Period applies only to the rates specific to Contract Offer No. 18 as described in Section 22.18.4. Purchase of the services listed above under Contract Offer No. 18 are also subject to certain rates and charges in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 13-Additinoal Engineering, Additional Labor & Miscellaneous Services and 21-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 22.18.4), as applicable and such rates and charges may be modified through the filing of tariff changes at any time during the Term Period.

Purchase of the services listed above under Contract Offer 18 are subject to the specific terms and conditions of Section 22.18.3(B) below. Purchase of the services listed above under Contract Offer 18 are also subject to general terms and conditions of F.C.C.Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

(B) Terms and Conditions

(1) This Contract Offer 18 is only available for circuits located in the following Metropolitan Statistical Areas (MSAs):

- Phase 1 Pricing-Flexibility MSAs: Appleton/Oshkosh/Neenah, Green Bay, Madison, Milwaukee/Waukesha, Eau Care, Janesville, Kenosha, Sheboygan, and Racine, Wisconsin.

(2) This Contract Offer 18 is only available October 11, 2003 through November 11, 2003.

(3) If Customer should discontinue service under Contract Offer 18 during the Term Period, termination liability charges, if applicable, will be determined in accordance with Section 22.18.5.

(4) Customer agrees to subscribe to this Contract Offer No. 18 in accordance with the regulations set forth in Tariff FCC 2, Section 5. (N)

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

22.18 Contract Offer No. 18 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.18.3 OC-48 Dedicated Ring Service Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(5) Customer shall subscribe to the service listed in Section 22.18.2(A) for a newly installed OC-48 Dedicated Ring Service with a five (5) year Term Period in order to be eligible for this Contract Offer No. 18.

(6) Customer agrees to place access service order request for new OC-48 Dedicated Ring Service at time of subscription to this Contract Offer No. 18.

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

(8) From time to time during the Term Period, the Customer may issue service orders aggregating up to the capacity bandwidth of the OC-48 Dedicated Ring Network without incurring any increase in the rates and charges set forth in Section 22.18.4.The capacity limits are:

OC-48 Dedicated Ring	4 Nodes
Dedicated Ring Mileage	8 Miles

Any services exceeding 8 DS3s and 84 DS1s will incur rates specified in section 22.18.4(C) and (D).

(9) If the Customer's capacity remains at 15-STSs or less, the customer will pay the Tier 1 rate in Section 22.18.4(A). The ring in Tier 1 Rate pricing is based on 8 DS3s and 84 DS1s. If the Customer's capacity exceeds an equivalent of 15-STSs, Tier 2 pricing will apply. Tier 2 rate pricing is based on 16 or more DS3s or 421 or more DS1s or a combination thereof.

	Tier 1	Tier 2 *
DS1	84	421 or more
DS3	8	16 or more
		* Tier 2 pricing is based on 16 or more DS3s and 421 or more DS1s or a combination thereof that exceeds 15-STSs

(10) If special construction charges apply on the new OC-48 Dedicated Ring Service, the Customer agrees to pay those charges prior to the Telephone Company's construction of the facility.

(N)

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

22.18 Contract Offer No. 18 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.18.3 OC-48 Dedicated Ring Service Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(11) Customer will not be able to subscribe to any future contract offerings in section 22 in conjunction with this Contract Offer No. 18 that might be offered by the Telephone Company for services covered under this Contract Offer No. 18.

(12) Revenues under this Contract Offer No. 18 will not be eligible for inclusion in the Managed Value Plan (MVP) offering in Tariff FCC 2, Section 19.

(13) Customers who subscribe to the Contract Offer 18 may move DS1 and DS3 (Node to Node on Ring) circuits that are on the ring (as described in Tariff FCC 2, section 7.2.11), will not incur termination liability. Circuits that traverse off the ring convert to the termination liability for the respective service, i.e., DS1, DS3 in Tariff FCC 2, Section 7. Disconnect orders associated with moves do not have to be coordinated with add orders provided the following conditions are met:

- o New service location is within the same MSA as the original service; and
- o Where facilities do not exist, Customer pays all applicable Special Construction charges.

(14) Customers who subscribe to the Contract Offer 18 may disconnect DS1 and DS3 ring port to port services as listed in Section 22.18.3(B)(5) without changing the Term Period or incurring termination liability. If the customer is currently at Tier 2 pricing and wants to revert back to Tier 1 pricing, termination liability would apply.

(15) If the Customer requests modifications to the Contract Offer 18 network design originally constructed for the Customer under Contract Offer 18, the Customer agrees to pay the Telephone Company time and material charges for each modification as described in Tariff FCC 2, Section 13. Modifications of services include, but are not limited to: reconfiguration of existing ports, shelf rearrangements, node moves, ring design provisioning changes and customer premises rearrangements.

(16) If the Customer requests additional bandwidth, ring nodes, ring mileage, drop ports or other service feature and functions not included in 22.18.3(B)(5), the Customer will pay the tariff rates for those additions as contained in Section 21-Metropolitan Statistical Area Access Services.

(17) Services under this Contract Offer 18 will not be eligible for benefits under the Managed Value Plan (MVP) offering in Tariff FCC 2, Section 19. (N)

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

22.18 Contract Offer No. 18 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.18.4 Rates and Charges

(A) Tier 1

Capacity	USOC	Rate	NRC
1-15 STS		$19,520	$660

(B) Tier 2

Capacity	USOC	Rate	NRC
16-48 STS		$22,100	$660

(C) Customer will be billed DS1 and DS3 port rates as described in Tariff FCC 2, Section 7.5.11.

Description	USOC	60 Months
DS3 at OC-48 Node	SPRKX	$110.00
DS1 at OC- 48 Node	SPRLX	$25.00

D) All Other rates and charges for this Contract Offer 18 will be in Tariff FCC 2, Section 21.5.2.9. (N)

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

22.18 Contract Offer No. 18 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.18.5 Termination Liability

Termination liability as described below applies in lieu of the termination liability described in Tariff FCC 2, Section 7.4.10(C). If Customer terminates the Contract Offer No. 18 before the completion of the Term Period for any reason, the Customer agrees to pay to the Telephone Company termination liability charges as described below. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described in Tariff FCC 2, Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

- 50% of all recurring charges for the balance of Customer's five (5) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a $20,000 monthly rate terminates service after two years and has twelve months remaining in a three year billing period. The termination liability charge would be calculated as: (N)

$20,000 X 12 X 50% = $120,000 termination liability charge

(This page filed under Transmittal No. 1361)

22. Pricing Flexibility Contract Offerings (N)

22.19 Contract Offer No. 19 – OC-48 Dedicated Ring Service Offer

22.19.1 General Description

OC-48 Dedicated Ring Service Offer ("Contract Offer 19") permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to continue to pay their existing 60-month TPP rates for an additional 12 months as described in Section 22.19.5 for OC-48 rings. Customers must meet the eligibility criteria described in Section 22.19.3. This Contract Offer No. 19 is only available in the MSA listed in Section 22.19.4(B) (1).

OC48 Dedicated Ring Service Offer is available to customers with an OC-48 DSRS, four (4) node maximum, 60 month TPP which has or will expire between September 1, 2003 and November 30, 2003. The OC-48 Dedicated Ring Network may include additional DS3 and DS1 Services.

This Contract Offer No. 19 is only available between November 14, 2003 and December 14, 2003.

22.19.2 Services Available Under OC-48 Dedicated Ring Service Offer

(A) Contract Offer No. 19 applies to pricing-flexibility-qualified access services contained in the following tariff sections:

- OC-48 Dedicated Ring Service – Ameritech Tariff F.C.C. No. 2, Section 21 for MSAs.
- DS1 Service and DS3 Service - Ameritech Tariff F.C.C. No. 2, Section 21 for MSAs.

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

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

22.19 Contract Offer No. 19 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.19.3 OC-48 Dedicated Ring Service Offer Eligibility Criteria

The following eligibility criteria must be met in order to receive the OC-48 Dedicated Ring Service Offer:

- Service must be a pricing-flexibility-qualified service listed in Section 22.19.2(A);
- Service must be located in the MSA listed in 22.19.4(B)(1);
- Service must be either a 60 month OC48 Term Pricing Plan (TPP) that has or will expire between September 1, 2003 and November 30, 2003 or the promotion in F.C.C. 2, section 17.2 (11) to qualify for Contract Offer No. 19.

22.19.4 OC-48 Dedicated Ring Service Offer Terms and Conditions

(A) Term Period

The Term Period is 12 months (1 year), (the "Term Period"), commencing on the date the Telephone Company completes and Customer accepts the OC-48 Dedicated Ring access service order. Billing will commence no later than 30 days after the Term Period commences. This offer is not renewable.

If at the expiration of the Term Period, the Customer elects to continue service, the customer may choose from payment options in accordance with the regulations as described in the following Tariff F.C.C. 2, Section 21;

- Section 21 for OC-3, OC-12 and OC-48 Dedicated Ring Service, DS1 and DS3 Services.

If the Customer does not choose an option described above and elects not to discontinue service, the customer will automatically be billed the monthly rates found in Section 21.5.2.7 for DS1 and DS3 or the monthly extension rate found in Section 21.5.2.9 for OC-48 Dedicated Ring Service.

(N)

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

22.19 Contract Offer No. 19 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.19.4 OC-48 Dedicated Ring Service Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer 19 is only available for circuits located in the following Metropolitan Statistical Area (MSA):

- Phase 1 Pricing-Flexibility MSA: Chicago, IL

(2) This Contract Offer 19 is only available November 14, 2003 through December 14, 2003.

(3) If Customer should discontinue service under Contract Offer 19 during the Term Period, termination liability charges will be determined in accordance with Section 22.19.6.

(4) Customer agrees to subscribe to this Contract Offer No. 19 in accordance with the regulations set forth in Tariff F.C.C. 2, Section 5.

(5) Rate stability under this Contract Offer No. 19 Term Period applies only to the rates specific to Contract Offer No. 19 as described in Section 22.19.5. Purchase of the services listed above under Contract Offer No. 19 are also subject to certain rates and charges in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 13-Additional Engineering, Additional Labor & Miscellaneous Services and 21-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 22.19.5), as applicable and such rates and charges may be modified through the filing of tariff changes at any time during the Term Period.

(6) Purchase of the services listed above under Contract Offer 19 are also subject to general terms and conditions of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 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 regulations described in Contract Offer No. 19.

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

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.19 Contract Offer No. 19 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.19.4 OC-48 Dedicated Ring Service Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(8) During the Term Period, the Customer may issue service orders increasing capacity bandwidth of the OC-48 Dedicated Ring Network without incurring any increase in the rates and charges set forth in Section 22.19.5, up to the capacity limits listed below:

OC-48 Dedicated Ring	4 Nodes
Dedicated Ring Mileage	22 Miles

(9) Customer will not be able to subscribe to any future contract offerings in section 22 in conjunction with this Contract Offer No. 19.

(10) Revenues under this Contract Offer No. 19 will not be eligible for inclusion in the Managed Value Plan (MVP) offering in Tariff F.C.C. 2, Section 19.

(11) Customers who subscribe to the Contract Offer 19 may move DS1 and DS3 (Node to Node on Ring) circuits that are on the ring (as described in Tariff F.C.C. 2, section 7.2.11) and will not incur termination liability. Circuits that traverse off the ring incur termination liability for the respective service, i.e., DS1, DS3 in Tariff F.C.C. 2, Section 7. Disconnect orders associated with node to node moves do not have to be coordinated with add orders provided the following conditions are met:

- new service location is within the same MSA as the original service; and
- where facilities do not exist, Customer pays all applicable Special Construction charges.

(12) Customers who subscribe to the Contract Offer 19 may disconnect DS1 and DS3 ring port to port services as listed in Section 21 without changing the Term Period or incurring termination liability.

(13) If the Customer requests modifications to the Contract Offer 19 network design originally constructed for the Customer under Contract Offer 19, the Customer agrees to pay the Telephone Company time and material charges for each modification as described in Tariff F.C.C. 2, Section 13. Modifications of services include, but are not limited to: reconfiguration of existing ports, shelf rearrangements, node moves, ring design provisioning changes and customer premises rearrangements.

(14) If the Customer requests additional bandwidth, ring nodes, ring mileage, drop ports or other service feature and functions, the Customer will pay the tariff rates for those additions as contained in Section 21-Metropolitan Statistical Area Access Services.

(N)

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

22.19 Contract Offer No. 19 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.19.5 Rates and Charges

All rates and charges will be found in F.C.C. 2, section 21.5.2.9.

22.19 .6 Termination Liability

Termination liability as described below applies in lieu of the termination liability described in Tariff F.C.C. 2, Section 7.4.10(C). If Customer terminates the Contract Offer No. 19 before the completion of the Term Period for any reason, the Customer agrees to pay to the Telephone Company termination liability charges as described below. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described in Tariff F.C.C. 2, Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

- 50% of all recurring charges for the balance of Customer's one (1) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a $20,000 monthly rate terminates service after two months and has ten months remaining in a one year billing period. The termination liability charge would be calculated as:

$20,000 X 10 X 50% = $100,000 termination liability charge.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (N)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and OCN Service Offer

22.20.1 General Description

MVP DS1, DS3 and OCN Service Offer ("Contract Offer No. 20") is an access discount pricing plan for MVP Customers where subscription is required in four of the SBC Companies: Ameritech Operating Companies, Southwestern Bell Telephone Company, Southern New England Telephone Company and Pacific Bell Telephone Company. This Offering provides a 50% discount off recurring tariff rates for DS1, DS3, and OCN Services that meet the Eligibility Criteria as described in Section 22.20.3 and are subject to the Terms and Conditions as described in Section 22.20.4. Customers will continue to receive MVP discounts provided that they meet their MVP contract obligations in Section 20 of F.C.C. No. 2 Tariff.

Customers must commit to a Current Annual Revenue Commitment (CARC), as described in Section 22.20.5. To ensure that the customer will meet the CARC by end of year 2004 and 2005, the Telephone Company will review revenue quarterly. In the event the customer is not meeting their CARC, the customer will be required to remit payments, via the quarterly True-Up process described in Section 22.20.6, otherwise termination liabilities will apply.

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

22.20.2 Services Available Under Contract Offer No. 20

(A) This Contract Offer No. 20 offers discounts on the recurring rates for the Price Flex eligible DS1, DS3 and OCN Access Services (hereafter referred to as Subject Services) contained in the Tariff Sections listed below, and only in the Metropolitan Statistical Areas (hereafter referred to as MSAs) defined in Section 22.20.4(C).

Service	General / Basic Description	Phase 1 MSAs Rates and Charges	Phase 2 MSAs Rates and Charges
DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7
Optical Carrier Network (OCN) Point-to-Point Service	7.2.10	7.5.10	21.5.2.7

(N)

(This page filed under Transmittal No. 1369)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (N)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.20.2 Services Available Under Contract Offer No. 20 (Cont'd)

(B) Purchase of the Subject Services listed above pursuant to Contract Offer No. 20 are subject to the specific terms and conditions of Section 22.20.4. Additionally purchase of the services listed above pursuant to Contract Offer No. 20 are also subject to the general terms and conditions of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 6- Switched Access Service, 7-Special Access Service and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such general terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, however, such changes will not change the regulations described in Contract Offer No. 20.

Subject Services continue to be governed by the respective terms and conditions of the MVP provisions in section 20, F.C.C. Tariff No. 2 except as noted herein.

22.20.3 Eligibility Criteria for Contract Offer No. 20

(A) Contract Offer No. 20 is only available to Customers who are currently subscribing to MVP, in the following Telephone Companies:

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

(B) Customer must also concurrently subscribe to the identical contract offers of Contract Offer No. 20 pursuant to the following tariffs:

- SWBT Tariff F.C.C. No. 73, Section 41, Contract Offer No. 15;
- PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 20; and
- SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 1. (Nx)

(N)

(C) A minimum of 4% of the Customer's Current Annual Revenue Commitment, as described in Section 22.20.5, must come from services previously provided by a carrier other than the Ameritech Operating Companies and it's affiliates. This 4% level will be measured at the end of the Term Period, however, the 4% requirement may be demonstrated at any time during the contract period. Customer must adhere to the following Sections (1) and (2). (N)

(xx) Issued under authority of Special Permission No. 03-100 of F.C.C

22. Pricing Flexibility Contract Offerings (Cont'd)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.20.3 Eligibility Criteria for Contract Offer No. 20 (Cont'd)

(C) (Cont'd)

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

(2) If Customer fails to reach the 4% requirement as measured at the end of the Term Period, the Customer will be deemed to have terminated Contract Offer No. 20 and termination liabilities will apply as set forth in Section 22.20.7.

22.20.4 Terms and Conditions

(A) Term Period

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

This offer is not renewable.

(N)

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.20.4 Terms and Conditions (Cont'd)

(B) Application

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

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

Monthly billing credits will be issued for every month in which the Subject Services are purchased in compliance with the eligibility criteria in Section 22.20.3. The Credits will be applied within 30 days after each billing cycle.

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

Pricing-Flexibility MSAs: Chicago, Illinois; Detroit/Ann Arbor, Michigan; Cleveland/Lorain/Elyria, Dayton, and Columbus, Ohio.

(D) Contract Offer No. 20 provides a discount of 50% off the monthly recurring tariff rates listed in Section 22.20.2 (A) for existing and new Subject Services.

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

(E) Customer agrees to maintain a Current Annual Revenue Commitment (as described in Section 22.20.5) for the calendar years of 2004 and 2005.

(F) Customer agrees to a quarterly true-up as described in Section 22.20.6 for the calendar years of 2004 and 2005.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.20 Contract Offer No. 20 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

(N)

22.20.5 Current Annual Revenue Commitment

Under Contract Offer No.20, Customer will commit to maintain a Current Annual Revenue Commitment (CARC). The CARC will be established using either the Customer's current MVP MARC or an Annual Revenue Commitment calculated as outlined below in Section 22.20.5(A), whichever is greater. The CARC will be established as soon as the Telephone Company receives the Letter Of Authorization from the customer.

(A) Determining the Annual Revenue Commitment

The Customer's Annual Revenue Commitment is calculated based on the total of the previous three (3) months recurring billing for all MVP qualified access services prior to any MVP discounts (as listed in F.C.C. 2, Section 19.2), multiplied by four (4). The Annual Revenue Commitment is calculated as follows:

Previous Three (3) Months Recurring Billing X 4 = Annual Revenue Commitment

(B) The CARC will not change during the contract Term Period.

(C) If the Customer fails to achieve the CARC on either of the contract anniversary dates (December 31, 2004 or December 31, 2005), and fails to remit the annual projected gap payment, the Customer will be deemed to have terminated its participation in Contract Offer No. 20 and termination liability charges will apply as set forth in Section 22.20.7.

(N)

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

22.20 Contract Offer No. 20 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.20.6 Quarterly True-Up

To ensure that the customer will meet the CARC by the end of year 2004 and 2005, the Telephone Company will review revenues quarterly. In the event that the Customer has an estimated shortfall, the Customer is required to remit Quarterly Gap Payments as described below. Quarterly is defined as consecutive three (3) month periods commencing January 1, 2004. The process of remitting payments to eliminate the Annual Projected Gap is referred to as the True-Up process.

The Telephone Company will calculate the Customer's Annual Projected Gap (if any) on a quarterly basis. The Annual Projected Gap is the CARC, less any annual projected MVP discounts, less actual annualized revenues. Actual annualized revenue is the Customer's actual billed amount to date, annualized to determine end of year estimated revenues. Actual annualized revenues will include any previous quarterly gap payment that the Customer has made. For this calculation, the actual annualized revenues are calculated after discounts from this Contract Offer No. 20, and any other applicable credits or discounts (i.e., MVP) have been applied.

Example A: Annual Projected Gap calculation at end of 1st quarter

CARC	= $12,000,000
Less projected MVP discounts	= $ 2,000,000
Sub total	= $10,000,000
Less actual quarterly revenue ($1.5M) X 4 (annualized)	= $ 6,000,000
Annual Projected Gap	= $ 4,000,000

(A) If there is a positive Annual Projected Gap as measured above for the quarter, the Customer agrees to make Quarterly True-Up payments. Quarterly True-Up payments will be calculated using the percentages in section 22.20.6 (B) and will be applied to the Annual Projected Gap to determine the gap payment. See example B in Section 22.20.6.

(B) Quarterly True-up payments will be calculated utilizing the following percentiles:

Quarter	Percent
1st	0%
2nd	25%
3rd	66%
4th	100%

(N)

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

22.20 Contract Offer No. 20 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.20.6 Quarterly True Up (Cont'd)

(B) (Cont'd)

Example B: Quarterly True-up

1st Quarter
Actual revenue 1st Quarter:

January	= $ 400,000
February	= $ 500,000
March	= $ 600,000
Total	= $1,500,000

CARC	= $12,000,000
Less projected MVP discount	= $ 2,000,000
Sub total	= $10,000,000
Less actual 3 months revenue ($1.5M) x 4 (annualized):	= $ 6,000,000
Annual Projected Gap	= $ 4,000,000

$4,000,000 x 0% = $0.00 Quarterly True-up payment

2nd Quarter
Actual revenue 1st and 2nd Quarter:

January	= $ 400,000
February	= $ 500,000
March	= $ 600,000
April	= $ 600,000
May	= $ 700,000
June	= $ 700,000
Total	= $3,500,000

CARC	= $12,000,000
Less projected MVP discount	= $ 2,000,000
Sub total	= $10,000,000
Less actual 6 months revenue ($3.5M) x 2 (annualized):	= $ 7,000,000
Annual Projected Gap	= $ 3,000,000

$3,000,000 x 25% = $750,000 Quarterly True-up payment

(N)

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

22.20 Contract Offer No. 20 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.20.6 Quarterly True Up (Cont'd)

(B) (Cont'd)

Example B: Quarterly True-up (Cont'd)

3rd Quarter

Actual revenue 1st, 2nd and 3rd Quarter

January	= $ 400,000
February	= $ 500,000
March	= $ 600,000
April	= $ 600,000
May	= $ 700,000
June	= $ 700,000
July	= $ 500,000
August	= $ 600,000
September	= $ 665,038
Total	= $5,265,038

CARC	= $12,000,000
Less projected MVP discounts	= $2,000,000
Sub total	= $10,000,000
Less (9 months actual revenue + 2nd Quarter Gap payment) x 1.33:	
($5,265,038 + $750,000) x 1.33	= $8,000,000
Annual projected Gap	= $2,000,000

$2,000,000 x 66% = $1,320,000 Quarterly True-up payment (N)

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

22.20 Contract Offer No. 20 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.20.6 Quarterly True Up (Cont'd)

(B) (Cont'd)

Example B: Quarterly True-up (Cont'd)

Quarter 4

Actual revenue 1st, 2nd, 3rd and 4th Quarter

January	= $ 400,000
February	= $ 500,000
March	= $ 600,000
April	= $ 600,000
May	= $ 700,000
June	= $ 700,000
July	= $ 500,000
August	= $ 600,000
September	= $ 665,038
October	= $ 500,000
November	= $ 550,000
December	= $ 614,962
Total	= $6,930,000

CARC	= $12,000,000
Less projected MVP discounts	= $2,000,000
Sub total	= $10,000,000
Less (12 months actual revenue + 2nd & 3rd Quarter Gap payment):	
$6,930,000 + $750,000 + $1,320,000	= $9,000,000
Annual Projected Gap	= $1,000,000

$1,000,000 x 100% = $1,000,000 Quarterly True-up payment

In the example above at the end of the 4th Quarter the Customer's actual revenue plus the Customer's Quarterly Gap payments, plus projected MVP discounts will equal the CARC.

$6,930,000 + $750,000 + $1,320,000 + $1,000,000 + $2,000,000 = $12,000,000

(C) SBC will provide customer a quarterly gap payment bill (if applicable) within 30 days after the end of the quarter.

(D) If at the end of either contract anniversary date (December 31, 2004 or December 31, 2005) the customer has exceeded their CARC (actual revenue + gap payments) and have made Quarterly Gap Payments, SBC will credit the customers account the amount exceeding the CARC, but not greater than the total gap payments the customer has made. (N)

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

22.20 Contract Offer No. 20 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.20.7 Termination Liability Charges

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

If the Customer fails to meet any of the eligibility criteria in section 22.20.3 or fails to maintain any of the Terms and Conditions in section 22.20.4, the Customer will be deemed to have terminated its participation in Contract Offer No. 20 and termination liability charges will apply as stated below and will be payable pursuant to F.C.C. No. 2 , Section 2.4.

Customers termination liability shall be equal to:

(A) 100% of all Discounts received under this Contract Offer No. 20 during the six (6) months immediately prior to the date of termination, plus;

(B) 25% of the CARC for each year in the remaining portion of the Term Period.

Any previous gap payments paid by the customer will be forfeited.

Example C:

The Customer signs up for Contract Offer No. 20 on November 1, 2003. The Customer terminates its participation in Contract Offer No. 20 effective September 15, 2004. The termination liability charge that would apply is calculated as follows:

Annual CARC = $12M
Monthly CARC = $12M / 12 months = $1M
Number of months remaining in contract = 15.5
Remaining value of CARC = 15.5 x $1M = $15.5M
25 % of remaining value of CARC = .25 x $15.5M = $3.875M
March 2004 - August 2004 discounts = $500K

Total Termination Liability Charge = $3.875M + $500K = $4.375M

(N)

22. Pricing Flexibility Contract Offerings (N)

22.21 Contract Offer No. 21 – OC-48 and OC-192 Capacity Offer

22.21.1 General Description

OC-48 and OC-192 Capacity offer (Contract Offer No. 21) is an access discount plan that permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas, (hereafter referred to as MSAs) to receive the discounts described in Section 22.21.5 for two new OC192 and/or OC48 Dedicated SONET Ring Services or Point-to-Point Services in any combination. The contract will also provide the Customer a discount on new DS3, OC3, OC3c, OC12, and OC-12c, subtending circuits. The Customer must meet the eligibility criteria described in section 22.21.3 below. The discounts are also available based on the terms and conditions contained in section 22.21.4. This Contract Offer No. 21 is available in the MSAs listed in section 22.21.4 (B) 1.

22.21.2 Services Available Under Contract Offer No. 21

(A) Contract Offer No. 21 applies to pricing flexibility-qualified access services contained in the following respective tariff sections:

- Optical Carrier Network (OCN) Point-To-Point Service/Ameritech OC48/OC48c/OC192 Service – Ameritech Tariff F.C.C. No 2, Section 21.5.2.8;
- Dedicated Ring Service OC48/OC192 – Ameritech Tariff F.C.C. No 2, Section 21.5.2.9.

Subtending Circuits:

- Ameritech DS1/DS3 Service - Ameritech Tariff F.C.C. No 2, Section 21.5.2.7;
- Ameritech Optical Carrier Network (OCN) Point-To-Point Service (OC-3/OC-3c/OC-12/OC-12c) - Ameritech Tariff F.C.C. No 2, Section 21.5.2.8.

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

22.21.3 Contract Offer No. 21 - Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the Contract Offer No. 21 discount:

(1) Service must be a pricing – flexibility-qualified service listed in section 22.21.2 (A);
(2) Service must be located in an MSA listed in Section 22.21.4(B)1;
(3) Customer must purchase two new OC-192 and/or OC48 dedicated ring services or Point-To-Point Services in any combination to qualify for this offering. (N)

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

22.21 Contract Offer No. 21 – OC-48 and OC-192 Capacity Offer

22.21.4 Terms and Conditions

(A) Term Period

The contract term period is five (5) years on the OC192/OC48 Dedicated Ring and/or Point-To-Point services commencing on the date billing begins. Contract term periods are one (1), two (2), or three (3) years on any DS1 subtending services commencing on the date billing begins. Contract term periods are one (1), or three (3) years on DS3 or OCN subtending services commencing on the date billing begins. Billing commences no more than five (5) days following the Telephone Company's completion of the service order. This offer is not renewable.

If at the expiration of the Customer's contract Term Period, Customer elects to continue service , Customer shall select from rates and terms in Sections 7.5.9, 7.5.10 and 7.5.11 for Phase 1 MSAs and Section 21.5.2.7, 21.5.2.8 and 21.5.2.9, for Phase 2 MSAs. If the Customer does not elect an option, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 7.5.9, 7.5.10 and 7.5.11 for Phase 1 MSAs and Section 21.5.2.7, 21.5.2.8 and 21.5.2.9, for Phase 2 MSAs.

Rate stability under this contract Term Period applies only to the rates specific to Contract Offer No. 21 as listed in Section 22.21.5. Purchase of the services listed above under Contract Offer No. 21 are also subject to certain rates and charges in sections 2- General regulations, 5-Ordering Options for Switched and Special Access Service, 13-Additional Engineering, Additional Labor & Miscellaneous Services and 21-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 21.5.2), as applicable and such rates and charges may be modified through the filing of tariff changes at any time during the Term Period. (N)

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

22.21 Contract Offer No. 21 – OC-48 and OC-192 Capacity Offer (Cont'd)

22.21.4 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer No. 21 is only available for facilities located in the following Metropolitan Statistical Areas:

- Champaign/Urbana, Chicago, IL; Detroit, MI; Cleveland, Columbus, OH and Milwaukee, WI.

(2) This Contract Offer No. 21 is only available December 11, 2003 through January 11, 2004.

(3) If the Customer should discontinue service as defined in Section 22.21.5 under this Contract Offer No. 21 during the term period of this agreement, termination liability charges will apply in accordance with Section 22.21.6.

(4) Customer agrees to subscribe to the services available under this Contract Offer No. 21 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched & Special Access Service. Customer agrees to pay special construction charges as referenced in F.C.C. 3.

(5) Customer agrees to place access service order request for one new OC-192/OC48 Service at time of subscription to this Contract Offer No. 21. Customer must place the additional access service order request for the second new OC192/OC48 Service by December 31, 2004.

(6) Customer can purchase subtending circuits anytime during the five year term period of the OC192/OC48 service.

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

(8) Revenues under this Contract Offer No. 21 will not be eligible for inclusion in the Managed Value Plan (MVP) and Sunrise offerings.

(9) Customer agrees not to resell any capacity on services covered under this Contract Offer No. 21 to a third party.

(10) Customer will not be able to subscribe to any future contract offerings in Section 22 in conjunction with this Contract Offer No. 21 that might be offered by the Telephone Company for services covered under this Contract Offer No. 21. (N)

(11) Customer commits to a 50% fill rate on the new Subject Services, by the end of the second year in the customer's 5 year Term.

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

22.21 Contract Offer No. 21 – OC-48 and OC-192 Capacity Offer (Cont'd)

22.21.5 Contract Offer No. 21 Term Discounts

Under this Contract Offer No. 21, the Customer will receive discounts on the following rates in Tariff sections below:

- Optical Carrier Network (OCN) Point-To-Point Service/Ameritech OC48/OC48c/OC192 Service – Ameritech Tariff F.C.C. No 2, Section 7.5.10 for Phase 1 MSAs, or Section 21.5.2.8 for Phase 2 MSAs;
- Dedicated Ring Service OC48/OC192 – Ameritech Tariff F.C.C. No 2, Section 7.5.11 for Phase 1 MSAs, or Section 21.5.2.9 for Phase 2 MSAs.

Subtending Circuits:

- Ameritech DS1/DS3 Service - Ameritech Tariff F.C.C. No 2, Section 7.5.9 for Phase 1 MSAs, or Section 21.5.2.7 for Phase 2 MSAs;
- Ameritech Optical Carrier Network (OCN) Point-To-Point Service (OC-3/OC-3c/OC-12/OC-12c) - Ameritech Tariff F.C.C. No 1, Section 7.5.10 for Phase 1 MSAs, or Section 21.5.2.8 for Phase 2 MSAs.

The discount percentages are noted in the following Term Pricing Plan (TPP) table below:

Service	1 year TPP discount	2 year TPP discount	3 year TPP discount	5 year TPP discount
OC192/OC48 Dedicated Ring	0%	0%	0%	45%
OC48/OC192 Point-to- Point	0%	0%	0%	45%
DS1 subtending	15%	25%	35%	35%
DS3 subtending	17%	Not available	35%	35%
OCN subtending	17%	Not available	35%	35%

(N)

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

22.21 Contract Offer No. 21 – OC-48 and OC-192 Capacity Offer (Cont'd)

22.21.6 Termination Liability

Termination liability as described below applies in lieu of the termination liability language contained in section 7.4.10(C). If Customer terminates Contract Offer No. 21 before the completion of the term period for any reason, the Customer agrees to pay the telephone company termination liability charges as described below. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described in section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

- 50% of all recurring charges for the balance of the Customer's three (3) or five (5) year Term Period for the services that are terminated.

- All remaining services that have not been terminated will convert to the prevailing tariff rates applicable. Prevailing tariff rates are noted in Section 7.5.9, 7.5.10 and 7.5.11 for Phase 1 MSAs and Section 21.5.2.7, 21.5.2.8 and 21.5.2.9, for Phase 2 MSAs.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)
Example: A Customer with two OC192 Dedicated Rings terminates one of the OC192's. The terminated service will incur termination liability charges as follows: $20,000 monthly rate terminates service after two years and has thirty-six months remaining in a five year billing period. The termination liability charge would be calculated as:

$20,000 X 36 X 50% = $360,000 termination liability charge (N)

22. Pricing Flexibility Contract Offerings

22.22 Contract Offer No. 22 – OC-48 Dedicated Ring Offer (N)

22.22.1 General Description

OC-48 Dedicated Ring Offer (Contract Offer 22) offers Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.22.5 for new OC-48 Dedicated Ring Service, and associated new DS3 and DS1 special access transport bandwidth, that together make up an OC48 Dedicated Ring network.

22.22.2 Services Available Under Contract Offer 22

(A) Contract Offer 22 applies to pricing-flexibility-qualified access services contained in the following tariff sections:

(1) OC-48 Dedicated Ring Service - Ameritech Tariff F.C.C. No. 2, Section 21 and
(2) DS1 Service and DS3 Service – Ameritech Tariff F.C.C. No. 2, Section 21

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

22.22.3 Eligibility Criteria - Contract Offer 22

(A) The following eligibility criteria must be met in order to receive the Contract Offer 22 discount:

1. Service must be a pricing-flexibility-qualified service listed in Section 22.22.2 (A);
2. Service must be located in an MSA listed in 22.22.4 (B)(1);
3. Service must be for new installations only;
4. All traffic must originate or terminate at a Mobile Switching Center (MSC). (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.22 Contract Offer No. 22 – OC-48 Dedicated Ring Offer (Cont'd) (N)

22.22.4 Contract Offer No. 22 Terms and Conditions

(A) Term Period

The contract term is five (5) years, (the "Term Period") commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's completion of the OC48 Dedicated Ring access service order. This offer is not renewable.

At the expiration of the Term Period, Customer may choose from the payment options in:

- Section 7 for OC-48 Dedicated Ring Service,
- Section 7 for DS3 and DS1 Service.

If at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections above, in the case of DS1 and DS3 service, the Customer will automatically be billed the monthly rates found in Section 21.5.2; and in the case of OC-48 Dedicated Ring Service, the Customer will automatically be billed the monthly extension rates found in Section 21.5.2.

Rate stability under this contract term applies only to the rates specific to Contract Offer 22 as listed in Section 22.22.5. Purchase of the services listed above under Contract Offer 22 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, however such tariff modifications will not change the regulations described in Contract Offer No 22.

Purchase of the services listed above under Contract Offer 22 are subject to the specific terms and conditions of section 22.22.4. Purchases of the services listed above under Contract Offer 22 are also subject to general terms and conditions of F.C.C. Tariff No. 2 and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.22 Contract Offer No. 22 – OC-48 Dedicated Ring Offer (Cont'd) (N)

22.22.4 Contract Offer No. 22 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer 22 is only available for circuits located in the following MSAs:

Pricing Flexibility MSAs
- Detroit/Ann Arbor, Flint, Grand Rapids, Kalamazoo, and Lansing Michigan.

(2) This Contract Offer 22 is only available January 14, 2004 through March 14, 2004.

(3) In order to subscribe to Contract Offer 22, a Customer must submit a completed copy of the Letter of Authorization / Firm Order Commitment (LOA-FOC), for Contract Offer 22.

(4) If the Customer should discontinue service under Contract Offer 22 during the Term Period, termination liability charges will apply in accordance with Section 22.22.6.

(5) If, after the Customer has submitted the Letter of Authorization / Firm Order Commitment (LOA-FOC) and prior to commencement of the Term Period, the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

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

(7) If the Customer requests modifications to the Contract Offer 22 network design originally constructed for the Customer under Contract Offer 22, the Customer agrees to pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to: reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements.

(8) Services under this Contract Offer 22 will not be eligible for benefits under the Managed Value Plan (MVP) offering in Section 19. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.22 Contract Offer No. 22 – OC-48 Dedicated Ring Offer (Cont'd) (N)

22.22.4 Contract Offer No. 22 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(9) If the Customer requests that the OC-48 Dedicated Ring Service that it purchased under this Contract Offer 22 be upgraded to a higher speed service in the same MSA covered under this Contract Offer 22, such conversions are subject to the following conditions:

(a) The aggregate of the monthly payments with respect to the upgraded service over the term of such service (the "Upgrade Service Revenue Value") must be equal to or greater than the aggregate of the monthly payments with respect to Contract Offer 22 over the remainder of the Term Period (the "Existing Service Revenue Value").

(b) If the Upgrade Service Revenue is less than the Existing Service Revenue Value, the Customer may make a one-time payment equal to the difference between the Upgrade Service Revenue and the Existing Service Revenue Value. This payment must be made before the Telephone Company begins work on the requested upgrade.

Otherwise the Customer must notify the Telephone Company in writing of its desire to convert to the upgraded service. The Telephone Company will terminate Contract Offer 22 and termination liability charges as determined in accordance with Section 22.22.6. will apply. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.22 Contract Offer No. 22 – OC-48 Dedicated Ring Offer (Cont'd) (N)

22.22.4 Contract Offer No. 22 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(10) If the Customer wishes to assign or transfer its use of services under this Contract Offer 22 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled unless the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

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

22. Pricing Flexibility Contract Offerings (Cont'd)

22.22 Contract Offer No. 22 – OC-48 Dedicated Ring Offer (Cont'd) (N)

22.22.5 Rates and Charges

(A) OC-48 Dedicated Ring Service Rates and Charges:
Customer shall pay the following Nonrecurring Charge (NRC) and Monthly Recurring Charge (MRC) for the new OC-48 Dedicated Ring Service:

Nonrecurring Charges (NRC):

Administrative Charge-OC-48 (ORCMX)	$ 50.00
Design and Central Office Connection Charge-OC-48 (NRBCL)	$ 600.00

Monthly Recurring Charge (MRC):

OC-48 Dedicated Ring Service	$ 28,323.00

The OC-48 Dedicated Ring Service MRC includes the following components:

OC-48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	1
Central Office Node	FC5EX	2
Add/Drop Capability	MPEFX	4
Ports-DS3 at OC-48 Node	SPRKX	34
Mileage	IL5XX	42
Dedicated Ring Regenerator	RGY	1

(B) OC-48 Dedicated Ring Additional Services Rates and Charges:
Customer may subscribe to the following additional OC-48 Dedicated Ring services at the MRC rates below:

OC-48 Dedicated Ring	USOC	MRC
Additional OC-48 Node	FP5EA FC5EX	$ 3,645.00
Additional Add/Drop Capability, Per Arrangement	MPEFX	$ 840.00
Additional Ports - DS3 at OC-48 Node	SPRKX	$ 96.00
Additional OC-48 Dedicated Ring Regenerator	RGY	$ 2279.00
Mileage, Per Mile OC-48	IL5XX	$ 191.00

If a node is added after the initial installation of the OC-48 Dedicated Ring, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last 12 (twelve) months or less of the Term Period, the customer will be billed the node MRC for a minimum period of 12 (twelve) months. (N)

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

22.22 Contract Offer No. 22 – OC-48 Dedicated Ring Offer (Cont'd)

22.22.5 Rates and Charges (Cont'd)

(C) During the Term Period, the Customer may subscribe to the following DS1 subtending services, up to the capacity of the OC-48 Dedicated Ring, at the MRC rates below:

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service LDC - Zone	USOC	MRC
Zone 1	TZ4X1	$85.00
Zone 2	TZ4X2	$92.00
Zone 3	TZ4X3	$100.00
Zone 4	TZ4X4	$109.00
Zone 5	TZ4X5	$115.00

(2) Channel Mileage Termination (CMT) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$22.00
Zone 2	CZ4X2	$22.00
Zone 3	CZ4X3	$27.00
Zone 4	CZ4X4	$43.00
Zone 5	CZ4X5	$45.00

(3) Channel Mileage (CM) – Per Mile - Bit Rate 1.544 Mbps:

DS1 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$17.00
Zone 2	1YZX2	$17.50
Zone 3	1YZX3	$18.00
Zone 4	1YZX4	$18.00
Zone 5	1YZX5	$19.50

When a DS1 is added to the OC-48 Dedicated Ring, the DS1 will be co-terminus with the initial Term Period of Contract Offer 22. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.22 Contract Offer No. 22 – OC-48 Dedicated Ring Offer (Cont'd)

22.22.5 Rates and Charges (Cont'd)

(D) During the Term Period, the Customer may subscribe to the following DS3 subtending services, up to the capacity of the OC-48 Dedicated Ring, at the MRC rates below:

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 44.736 Mbps:

DS3 Service LDC - Zone	USOC	MRC
Zone 1	TZUP1	$852.00
Zone 2	TZUP2	$861.00
Zone 3	TZUP3	$905.00
Zone 4	TZUP4	$922.00
Zone 5	TZUP5	$931.00

(2) Channel Mileage Termination (CMT) – Per Point of Termination:

DS3 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$213.00
Zone 2	CZ4X2	$218.00
Zone 3	CZ4X3	$239.00
Zone 4	CZ4X4	$285.00
Zone 5	CZ4X5	$289.00

(3) Channel Mileage (CM) – Per Mile:

DS3 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$30.00
Zone 2	1YZX2	$31.00
Zone 3	1YZX3	$34.00
Zone 4	1YZX4	$43.00
Zone 5	1YZX5	$44.00

(4) Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1:

DS3 Service 3/1 MUX - Zone	USOC	MRC
Zone 1	QM3X1	$392.00
Zone 2	QM3X2	$399.00
Zone 3	QM3X3	$413.00
Zone 4	QM3X4	$435.00
Zone 5	QM3X5	$444.00

When a DS3 is added to the OC-48 Dedicated Ring, the DS3 will be co-terminus with the initial Term Period of Contract Offer 22. However, if a DS3 is added during the last 12 months or less of the Term Period, the customer will be billed the DS3 MRC for a minimum period of 12 (twelve) months.

(N)

(This page is filed under Transmittal No. 1379)

22. Pricing Flexibility Contract Offering (Cont'd)

22.22 Contract Offer No. 22 – OC-48 Dedicated Ring Offer (Cont'd) (N)

22.22.6 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates Contract Offer 22 before the completion of the Term Period for any reason, Customer agrees to pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

50% of all monthly recurring charges (OC-48, DS1 and DS3 services) for the balance of the Customer's five (5) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: Customer with a $35,000 monthly recurring charge terminates service after three (3) years and has twenty-four (24) months remaining in a five (5) year term plan. The termination liability would be calculated as:

$35,000 X 24 X 50% = $420,000 termination liability charge. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service – One Year Term

22.23.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.23.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit-Ann Arbor, MI
- Eau Claire, WI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Janesville-Beloit, WI
- Kalamazoo, MI
- Kenosha, WI
- Lansing-East Lansing, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Racine, WI
- Rockford, IL
- Sheboygan, WI
- Springfield, IL
- Toledo, OH (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.23.2 Contract Terms

(A) Contract Offering No. 23 is available during the purchase period, which begins January 31, 2004 and ends July 31, 2004.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 23.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 23 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.23.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.23.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 23 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 23 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 23 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 23 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 23.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 23 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.23.2 (K). (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.23.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 23 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 23 terminated and the termination charges described in 22.23.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 22.23.3 (B).

(K) The customer may elect to discontinue Contract Offering No. 23 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.23.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 23 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 23, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 23.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.23.2 Contract Terms (Cont'd)

(L) (Cont'd)

Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 23 terminated. If Contract Offering No. 23 is terminated during the initial contract term, the termination charges described in 22.23.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.23.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.23.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.23.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.23 Contract Offering No. 23 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.23.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term

22.24.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.24.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit-Ann Arbor, MI
- Eau Claire, WI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Janesville-Beloit, WI
- Kalamazoo, MI
- Kenosha, WI
- Lansing-East Lansing, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Racine, WI
- Rockford, IL
- Sheboygan, WI
- Springfield, IL
- Toledo, OH

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.24.2 Contract Terms

(A) Contract Offering No. 24 is available during the purchase period, which begins January 31, 2004 and ends July 31, 2004.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 24.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 24 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.24.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.24.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 24 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 24 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 24 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 24 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 24.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 24 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.24.2 (K). (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.24.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 24 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 24 terminated and the termination charges described in 22.24.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 24 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.24.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 24 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 24, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 24.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service- (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.24.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 24 terminated. If Contract Offering No. 24 is terminated during the initial contract term, the termination charges described in 22.24.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.24.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.24.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.24.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.24.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$310.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25 (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term

22.25.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.25.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, IL
- Chicago, IL
- Cleveland-Lorain-Elyria, OH
- Columbus, OH
- Decatur, IL
- Detroit-Ann Arbor, MI
- Eau Claire, WI
- Evansville-Henderson, IN-KY
- Flint, MI
- Grand Rapids, MI
- Indianapolis, IN
- Janesville-Beloit, WI
- Kalamazoo, MI
- Kenosha, WI
- Lansing-East Lansing, MI
- Madison, WI
- Milwaukee-Waukesha, WI
- Racine, WI
- Rockford, IL
- Sheboygan, WI
- Springfield, IL
- Toledo, OH

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.25.2 Contract Terms

(A) Contract Offering No. 25 is available during the purchase period, which begins January 31, 2004 and ends July 31, 2004.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 25.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 25 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.25.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.25.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 25 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 25 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 25 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 25 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 25.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 25 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.25.2 (K). (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.25.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 25 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 25 terminated and the termination charges described in 22.25.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 25 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.25.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 25 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 25, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 25.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service- (N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.25.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 25 terminated. If Contract Offering No. 25 is terminated during the initial contract term, the termination charges described in 22.25.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.25.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.25.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.25.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.25.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**	
Initial Contract Term	$250.00	$0.00	DZS1P	1ZZPZ	
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ	
Service Rearrangement	N/A	$100.00	NR9DT	N/A	
Special Access Surcharge	$ 25.00	N/A	S25	S25	(N)

(N)

22. Pricing Flexibility Contract Offerings

22.26 Contract Offer No. 26 – OC-12 Dedicated Ring Service Offer

22.26.1 General Description

OC-12 Dedicated Ring Service Offer (Contract Offer No. 26) permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSA) to purchase OC-12 dedicated rings. Customers must meet the eligibility criteria described in Section 22.26.2.

Contract Offer No. 26 is only available between February 7, 2004 and March 7, 2004.

22.26.2 OC-12 Dedicated Ring Service Offer - Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the OC12 Dedicated Ring Service Offer:

1. Contract Offer No. 26 is only available for circuits located in the following Metropolitan Statistical Area (MSA):
Phase 1 Pricing-Flexibility MSA: Milwaukee, Wisconsin

(B) Contract Offer No. 26 applies to pricing flexibility qualified access services contained in the following tariff sections:

1. OC-12 Dedicated Ring Service - Ameritech Tariff F.C.C. No. 2, Section 21;
2. DS1 Service and DS3 Service – Ameritech Tariff F.C.C. No. 2, Section 21.

(C) Customer must have an existing OC-12 Dedicated Ring with a 60 month (5 Year) TPP contract.

(N)

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

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

22.26 Contract Offer No. 26 – OC-12 Dedicated Ring Service Offer (Cont'd)

22.26.3 OC-12 Dedicated Ring Service Offer - Terms and Conditions

(A) Term Period

The Term Period is 60 months (5 years), (Term Period), commencing on the date the Telephone Company completes and Customer accepts the OC-12 Dedicated Ring access service order. Billing will commence no later than 30 days after the Term Period commences. This offer is not renewable.

If at the expiration of the Term Period, the Customer elects to continue service, the customer may choose from payment options in accordance with the regulations as described in the following Tariff FCC. 2, Section 21.

If the Customer does not choose an option described above and elects not to discontinue service, the customer will automatically be billed the monthly rates found in Section 21.5.2.7 for DS1 and DS3 or the monthly extension rate found in Section 21.5.2.8 for OC-12 Dedicated Ring Service.

(B) Terms and Conditions

(1) Contract Offer No. 26 is only available between February 7, 2004 and March 7, 2004.

(2) If Customer should discontinue service under Contract Offer No. 26 during the Term Period, termination liability charges will be determined in accordance with Section 22.26.5.

(2) Customer agrees to subscribe to this Contract Offer No. 26 in accordance with the regulations set forth in Tariff FCC. 2, Section 7.

(3) Rate stability under this Contract Offer No. 26 Term Period applies only to the rates specific to Contract Offer No. 26 as described in Section 22.26.4.

(4) Purchase of the services listed above under Contract Offer No. 26 are also subject to general terms and conditions of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in Contract Offer No. 26. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.26 Contract Offer No. 26 – OC-12 Dedicated Ring Service Offer (Cont'd)

22.26.3 OC-12 Dedicated Ring Service Offer - Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

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

(6) During the Term Period, the Customer may issue service orders increasing capacity bandwidth of the OC-12 Dedicated Ring Network in accordance with the FCC 2, Section 22.

(7) Customer must purchase an OC-12 Dedicated Ring with the following capacity requirements.

Dedicated Ring Nodes	4 to 5
Dedicated Ring Mileage	15 to 21

(8) Customer will not be able to subscribe to any future contract offerings in section 22 in conjunction with this Contract Offer No. 26.

(9) Customers who subscribe to Contract Offer No. 26 may move DS1 and DS3 (Node to Node on Ring) circuits that are on the ring (as described in Tariff FCC. 2, section 7.2.11) and will not incur termination liability. Circuits that traverse off the ring will incur termination liability for the respective service, i.e., DS1, DS3 in Tariff FCC. 2, Section 7.2.11. Disconnect orders associated with node to node moves do not have to be coordinated with add orders provided the following conditions are met:

- new service location is within the same MSA as the original service.

(10) Customers who subscribe to the Contract Offer 26 may disconnect DS1 and DS3 ring port to port services as listed in Section 21 without changing the term period of the offer.

(11) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer 26, the Customer agrees to pay the Telephone Company time and material charges for each modification as described in Tariff FCC. 2, Section 21. Modifications of services include, but are not limited to: reconfiguration of existing ports, shelf rearrangements, node moves, ring design provisioning changes and customer premises rearrangements.

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.26 Contract Offer No. 26 – Dedicated Ring Service Offer (Cont'd)

22.26.3 Dedicated Ring Service Offer - Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(12) If the Customer requests additional bandwidth, ring nodes, ring mileage, drop ports or other service feature and functions, the Customer will pay the tariff rates for those additions as contained in Section 21-Metropolitan Statistical Area Access Services.

(13) Customer agrees not to resell any capacity on services covered under this Contract Offer No. 26 to a third party.

(14) If the Customer wishes to assign or transfer its use of services under this Contract Offer 26 pursuant to F.C.C. No. 2, Section 2.1 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1 are fulfilled unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

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

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.26 Contract Offer No. 26 – OC-12 Dedicated Ring Service Offer (Cont'd)

22.26.4 Rates and Charges

(A)

Capacity	USOC	MRC	NRC
0-4 DS3 and 0-53 DS1		$20,595	$660

(B) Additional DS1, DS3, OC3, capacities can be purchased on this OC-12 Dedicated Ring utilizing rates found in section 21.

22.26.5 Termination Liability

Termination liability as described below applies in lieu of the termination liability described in Tariff FCC. 2, Section 7.4.10. If Customer terminates the Contract Offer No. 26 before the completion of the Term Period for any reason, the Customer agrees to pay to the Telephone Company termination liability charges as described below. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described in Tariff FCC. 2, Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

- 50% of all recurring charges for the balance of Customer's 60 month (5 year) Term Period.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: A Customer with a $20,000 monthly rate terminates service after two months and has ten months remaining in a one year billing period. The termination liability charge would be calculated as:

$20,000 X 10 X 50% = $100,000 termination liability charge.

(N)

(This page filed under Transmittal No. 1385)

22. Pricing Flexibility Contract Offerings (N)

22.27 Contract Offer No. 27 - DS1, DS3, SONET Service Offer

22.27.1 General Description

DS1, DS3, SONET Service Offer (Contract Offer No. 27) is an access discount pricing plan where subscription is required in three of the SBC Companies: Ameritech Operating Companies, Southwestern Bell Telephone Company, and Pacific Bell Telephone Company. The plan requires Customers to maintain a Minimum Annual Revenue Commitment (MARC) for five (5) years. Contract Offer No. 27 is available to any Customer with at least twenty-five (25) million dollars in cumulative annual revenue for qualified access services in three of the SBC Companies: Ameritech Operating Companies, Southwestern Bell Telephone Company and Pacific Bell Telephone Company. The qualified access services for the Ameritech Operating Companies is listed in Section 22.27.2(C) following. Customer must meet the eligibility criteria as described in Section 22.27.2 and the terms and conditions as described in Section 22.27.3.

Customer must meet a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year term. In the event the Customer does not meet its MARC as of each anniversary date, the Customer will be required to remit a payment, via the Annual True-Up process described in Section 22.27.6, otherwise termination liability charges will apply.

Contract Offer No. 27 will only be available March 6, 2004 through April 6, 2004.

22.27.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive Contract Offer No. 27 discounts:

(1) Contract Offer No. 27 is only available for circuits located in the following Metropolitan Statistical Areas:

(a) Champaign/Urbana, Chicago, Decatur, Rockford, and Springfield, IL.,
(b) Evansville/Henderson, and Indianapolis, IN.,
(c) Detroit/Ann Arbor, Flint, Grand Rapids, Kalamazoo, and Lansing, MI.,
(d) Cleveland/Lorain/Elyria, Columbus, and Toledo, OH.,
(e) Eau Claire, Janesville, Kenosha, Madison, Milwaukee/Waukesha, Racine, and Sheboygan, WI.

(2) Customer cannot subscribe concurrently with SBC's MVP offering in Section 19;

(3) Customer must have a minimum of $25 million dollars in cumulative annual recurring revenue for DS1, DS3, Optical Carrier Network (OCN) Point-to-Point, and Dedicated Ring Services in three of the SBC Companies: Ameritech Operating Companies, Southwestern Bell Telephone Company, and Pacific Bell Telephone Company; (N)

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

22.27 Contract Offer No. 27 - DS1, DS3, SONET Service Offer (Cont'd)

22.27.2 Eligibility Criteria (Cont'd)

(A) The following eligibility criteria must be met in order to receive Contract Offer No. 27 discounts: (Cont'd)

(4) The Customer and its affiliates must maintain an Access Service Ratio, equal to or greater than 95%. The Access Service Ratio is defined in Section 22.27.3 (B) (7) and will be measured on each anniversary of the Contract Offer No. 27 effective date. (N)

(B) Customer must concurrently subscribe to the identical contract offers of Contract Offer No. 27 pursuant to the following tariffs: (Nx)

(1) SWBT Tariff F.C.C No. 73, Section 41, Contract Offer No. 20 and
(2) PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 25. (Nx)

(C) Contract Offer No. 27 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections: (N)

(1) DS1/DS3 Service - Ameritech Tariff F.C.C. No. 2, Section 21.5.2.7 and Section 7.5.9;
(2) Optical Carrier Network (OCN) Point-To-Point Service/OC48/OC48c/OC192 Service – Ameritech Tariff F.C.C. No. 2, Section 21.5.2.8, and Section 7.5.10;
(3) Dedicated Ring Service – Ameritech Tariff F.C.C. No. 2, Section 21.5.2.9, and Section 7.5.11.

All terms and conditions for the Subject Services listed above are governed by their respective tariff sections except as noted herein. (N)

(x) Issued under authority of Special Permission No. 04-015 of F.C.C.

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

22.27 Contract Offer No. 27 - DS1, DS3, SONET Service Offer (Cont'd)

22.27.3 Terms and Conditions

(A) Term Period

The contract term is five (5) years, (Term Period) commencing on the date the Telephone Company receives a completed Letter of Authorization (LOA) from the Customer. Contract Offer No. 27 is not renewable.

Purchase of the Subject Services are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. However such tariff modifications will not change the terms and conditions described in Contract Offer No. 27.

(B) Terms and Conditions

(1) Subject Services to which the Customer already subscribes as of the commencement of the Term Period will receive discounts effective upon the commencement of the Term Period. The discount will be in the form of Annual Billing Credits applied 45 days after the contract anniversary date.

(2) Subject Services purchased after the commencement of the Term Period will receive the discounts only after the Telephone Company issues a completed service order. The discount will be in the form of Annual Billing Credits applied 45 days after the contract anniversary date.

(3) Annual billing credits will be issued for every year in which the Subject Services that have been either converted or are purchased in compliance with the eligibility criteria in Section 22.27.2.

(4) If the Customer should discontinue service under Contract Offer No. 27 during the Term Period, termination liability charges will apply in accordance with Section 22.27.7.

(5) Customer must maintain a MARC (as described in Section 22.27.4) for each year in the Customer's Term Period.

(6) Customer must pay an annual true-up amount if they fail to meet their MARC commitment as described in Section 22.27.6. (N)

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

22.27 Contract Offer No. 27 - DS1, DS3, SONET Service Offer (Cont'd)

22.27.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(7) As referenced in Section 22.27.2 (A)(4), the Customer and its affiliates must maintain an Access Service Ratio of 95% or greater. The ratio, calculated annually is the Annual Access Revenue minus Annual Wholesale Revenue, (the associated rate elements not included in the interstate tariff) divided by the total qualified Annual Access Revenue. To maintain compliance with Contract Offer No. 27, the ratio must be greater than or equal to 95%.

The 95% ratio is calculated as follows:

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

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

TABLE A:

Service	General/Basic Description
Entrance Facilities	6.1.3 (A)(1)(a)
Direct Transport Services	6.1.3 (A)(1)(b)
Direct Analog	7.2.3
Base Rate, DS1 and DS3 Services	7.2.9
Optical Carrier Network (OCN)	7.2.10
Dedicated SONET Ring Service	7.2.11

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

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.27 Contract Offer No. 27 - DS1, DS3, SONET Service Offer (Cont'd)

22.27.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(7) (Cont'd)

TABLE B:

Service Level	Associated Rate Elements Not Included in Interstate Tariff
DS1/LT1	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/LT3	DS3 Loop DS3 Entrance Facilities DS3 Interoffice Transport DS3 Cross Connects DS1/DS3 Multiplexing All DS3 non-tariffed Committed Information Rate Broadband Services
OC-3 OC-12 OC-48	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 Transport Products	Dark Fiber – Interoffice Dark Fiber – Loop Dark Fiber – Subloop Dark Fiber Cross Connects

(N)

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

22.27 Contract Offer No. 27 - DS1, DS3, SONET Service Offer (Cont'd)

22.27.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(7) (c) As new rate elements are introduced and are added to table B in Section 22.27.3 (B)(7), all recurring revenues associated with the new associated rate elements will automatically be added to the Customer's Annual Wholesale Revenue as defined in Section 22.27.3 (7) preceding, for calculation of the Access Service Ratio.

(d) If the Customer fails to meet the Access Service Ratio in any given year of the term, upon notification from the Telephone Company, the Customer has five (5) business days to notify the Telephone Company in writing that it will meet or exceed the 95% Access ratio within 60 days. Failure to notify in five (5) days and/or failure to rectify in 60 days will cause termination of Contract Offer No. 27 and termination liability charges will apply as set forth in Section 22.27.7.

(8) Customer will not be able to subscribe to any future contract offerings in Section 22 in conjunction with Contract Offer No. 27 that might be offered by the Telephone Company for Subject Services covered under Contract Offer No. 27.

(9) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 27 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled unless: (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or (2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(a) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly, more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission or Iif any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(b) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.27 Contract Offer No. 27 Offer No. 27 - DS1, DS3, SONET Service Offer (Cont'd)

22.27.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(10) Any disputed billing amounts that have been resolved in favor of the Telephone Company and are due and payable as described in Section 2.4.

If Customer has not remitted payment on undisputed billing for a period of 60 days, the Customer is deemed to have terminated Contract Offer No. 27 and termination liability charges will apply as stated in Section 22.27.7.

22.27.4 Minimum Annual Revenue Commitment (MARC)

Under Contract Offer No. 27, Customer must maintain a MARC. The MARC will be calculated as outlined below in Section 22.27.4 (A). The MARC for the first year will be established as soon as the Telephone Company receives the Letter Of Authorization from the Customer.

(A) Determining the Minimum Annual Revenue Commitment

The Customer's MARC for Year 1 is calculated based on the total of the previous three (3) months recurring revenue for all Subject Services in three of the SBC Companies: (Ameritech Operating Companies, Southwestern Bell Telephone Company, and Pacific Bell Telephone Company), multiplied by four (4):

(Prior 3 months recurring revenue) x 4 = YEAR 1 MARC

The MARC for years 2 through 5 will be recalculated at each annual contract anniversary date.The MARC for years 2 through 5 will be calculated as follows:

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

Example for Year 2 MARC Establishment:

(Prior 3 months recurring revenue) x 4 x 95%

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

If the Value is less than the YEAR 1 MARC, then the YEAR 1 MARC will be used for YEAR 2.

(N)

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

22.27 Contract Offer No. 27 - DS1, DS3, SONET Service Offer (Cont'd)

22.27.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Failure to Achieve the MARC

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

(1) The Customer pays the difference between the Annual MARC for the current plan year and the actual annual recurring revenue for the Subject Services as set forth in the true-up Section 22.27.6; or

(2) The Customer terminates its Contract Offer No. 27 and pays termination liability charges as set forth in Section 22.27.7, following. (N)

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

22.27 Contract Offer No. 27 - DS1, DS3, SONET Service Offer (Cont'd)

22.27.5 Discounts

Table C below contains the proposed level of discounts for Contract Offer No. 27.

TABLE C:

Year	MARC Discount	Discount on Recurring Revenue above the MARC
1	7%	20%
2	7%	20%
3	7%	20%
4	9%	20%
5	9%	20%

The Customer will receive the MARC Discount on recurring revenues meeting the MARC. The Customer will receive a 20% Discount on Recurring Revenues above the MARC. The discount will be in the form of a credit applied annually 45 days after the contract anniversary date.

Example for Year 1:

Customers MARC = $25M
Customers actual annual recurring revenues for Subject Services = $30M
Customer will receive a 7% discount on $25M and a 20% discount on $5M

(1) The Telephone Company will waive the following Non-Recurring charges, Design and Central Office Connection Charge per Circuit; Section 21.5.2.11, 7.5 and Customer Connection Charge per termination; Section 21.5.2.11, 7.5 associated with the purchase of DS1, DS3, OCN Point to Point, and Dedicated Ring Services.

(2) The Telephone Company will credit the Customer any paid early termination liability charges for the disconnection of DS1s throughout the term of Contract Offer No. 27, provided that the eligibility criteria in Section 22.27.2, and terms and conditions in Section 22.27.3 have been met.

(3) The Telephone Company will credit the Customer any paid early termination liability charges for the disconnection of DS3s throughout the term of Contract Offer No. 27 as long as the DS3 has been in service for a minimum of one (1) year, provided that the eligibility criteria in Section 22.27.2 and terms and conditions in Section 22.27.3 have been met. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.27 Contract Offer No. 27 – DS1, DS3, SONET Service Offer (Cont'd)

22.27.6 Annual True-Up

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

Annual MARC - Actual Annual recurring revenues for Subject Services = Annual True-Up Amount

If the Telephone Company does not receive the Annual True-Up amount within 30-days of its notification, the Customer is deemed to have terminated its Contract Offer No. 27 and termination liability charges will apply as set forth in Section 22.27.7.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.27 Contract Offer No. 27 – DS1, DS3, SONET Service Offer (Cont'd) (N)

22.27.7 Termination Liability Charges

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

If the Customer fails to meet any of the eligibility criteria in Section 22.27.2, or fails to meet any of the Terms and Conditions in Section 22.27.3, the Customer will be deemed to have terminated its participation in Contract Offer No. 27 and termination liability charges will apply as stated below and will be payable pursuant to F.C.C. No. 2, Section 2.4.

Customer's termination liability charge shall be equal to:

100% of all Discounts under Contract Offer No. 27 for the six (6) months immediately prior to the date of termination; plus the following schedule:

(1) If terminated in Year 1, 10% of the Base MARC for the remaining portion of Year 1, plus 10% of the Base MARC for the remaining years of the agreement.

(2) If terminated in Year 2 , 12.5% of the Year 2 MARC for the remaining portion of Year 2, plus 12.5% of the Year 2 MARC for the remaining years of the agreement.

(3) If terminated in Year 3, 12.5% of the Year 3 MARC for the remaining portion of Year 3, plus 12.5% of the Year 3 MARC for the remaining years of the agreement.

(4) If terminated in Year 4, 12.5% of the Year 4 MARC for the remaining portion of Year 4, plus 12.5% of the Year 4 MARC for year 5.

(5) If terminated in Year 5, 10% of the Year 5 MARC for the remaining portion of Year 5. (N)

(N)

22. Pricing Flexibility Contract Offerings

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer

22.28.1 General Description

Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Contract Offer No. 28) is an access discount plan that provides Customers with Incentive Discounts and Portability Incentives (as defined in Section 22.28.4) in accordance with the terms and conditions as set forth in this Section 22.28.

22.28.2 Services Available For WAMS-VIP Offer

(A) Contract Offer No. 28 applies to qualified access services contained in Ameritech Operating Companies Tariff F.C.C. No. 2 (Qualified Access Services), listed in Table A below:

Table A

Service	General Basic Description	Rates and Charges	
DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7
Optical Carrier Network (OCN) Point-to-Point Service	7.2.10	7.5.10	21.5.2.8
OC-3, OC-12, OC-48 and OC-192 Dedicated Ring Service	7.2.11	7.5.11	21.5.2.9
SONET Xpress Service	7.2.12	7.5.12	21.5.2.10
Gigabit Ethernet Metropolitan Area Network (GigaMAN)	7.2.13	7.5.13	21.5.2.16
Multi-service Optical Network (MON) Ring Service	23.1	23.4	21.5.2.17

(B) When additional Qualified Access Services are added to the services available under F.C.C. No. 2, all billed, recurring revenues for such additional Qualified Access Services will be added to this Contract Offer No. 28 for the purposes of calculating the Incentive Discounts and Portability Incentives included in this Contract Offer No. 28. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS VIP) Offer (Cont'd)

22.28.2 Services Available Under WAMS-VIP Offer (Cont'd)

(C) All terms and conditions for the Qualified Access Services are governed by the respective tariff sections, except as noted in this Contract Offer No. 28.

22.28.3 WAMS-VIP Offer Terms and Conditions

The following terms and conditions apply to this Contract Offer No. 28:

(A) Eligibility Criteria

(1) The Qualified Access Services must be located within the "Operating Territory" of the Telephone Company, as described in F.C.C. No. 2, Section 14 (Operating Territory);

(2) Incentive Discounts earned by the Customer under this Contract Offer No. 28 shall be applied in the form of a credit to the Customer's bill(s) for Qualified Access Services, located in the following MSAs where Telephone Company has been granted pricing flexibility:

Champaign/Urbana, Chicago, Davenport/Rock Island/Moline, Decatur, Peoria/Pekin, Rockford, Springfield and St. Louis, Illinois; Evansville/Henderson, Indianapolis and South Bend, Indiana; Detroit/Ann Arbor, Flint, Grand Rapids, Kalamazoo and Lansing, Michigan; Akron, Cleveland/Lorain/Elyria, Columbus, Dayton and Toledo, Ohio; Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee/Waukesha, Racine and Sheboygan, Wisconsin.

(3) All traffic on the Qualified Access Service(s) must originate or terminate on wireless carrier's network;

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.3 WAMS-VIP Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Revenue commitments are based on billed, recurring charges for the Qualified Access Services and specifically exclude any non-recurring charges and Incentives Discounts earned under this Contract Offer No. 28;

(2) Customer must maintain a Baseline Minimum Annual Revenue Commitment of $31,968,000 (Baseline MARC) for Qualified Access Services, which includes a Baseline SONET Minimum Annual Revenue Commitment of $3,430,000 for SONET Services (Baseline SONET MARC);

(3) Contract Offer No. 28 Incentive Discounts and Portability Incentives are in addition to, and do not alter, any of the existing service discount/term plans available in the Telephone Company's respective tariffs; except that billed, recurring revenues that are discounted under this Contract Offer No. 28 are not eligible under the Managed Value Plan (MVP) offered in F.C.C. No. 2, Section 19, nor are billed, recurring revenues under MVP eligible for discounts under this Contract Offer No. 28;

(4) The Telephone Company reserves the right to change rates for Qualified Access Services included under Contract Offer No. 28, but in the event of such rate modifications no change will be made to the Baseline MARC or the Baseline SONET MARC;

(5) Qualified Access Services are subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 (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. 28;

(6) This Contract Offer No. 28 is available May 29, 2004 through July 29, 2004;

(N)

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

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.3 WAMS-VIP Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(7) The Customer must meet the criteria described for Incentive Discounts and Portability Incentives, as provided in Section 22.28.4; and

(8) To subscribe to Contract Offer No. 28, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company. The LOS shall contain the effective date ("Effective Date") and the Access Customer's Name Abbreviation (s) (ACNA) and must be signed by the Customer and the Telephone Company's representative.

(C) Term Period

The contract term (Term Period) is eighty-four (84) months commencing on the Effective Date. Each twelve (12) month period beginning with the Effective Date shall be a Term Year. At the end of the Term Period, the Incentive Discounts and Portability Incentives provided in this Contract Offer No. 28 shall be discontinued. This offer is not renewable. (N)

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

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.4 WAMS-VIP Offer Incentive Discounts

Customer will be eligible for the following Incentive Discounts and/or Portability Incentives (collectively "Incentives") under this Contract Offer No. 28 during each of the Term Years:

Incentive Discount Commitment Credit (IDCC),
Incentive Discount Achievement Credit (IDAC),
Incentive Discount for SONET Services (SONET-ID),
Incentive Discount for WinBack Services (WinBack Incentive), and
Portability Incentive for DS1s and DS3s (Portability Incentive).

(A) Incentive Discount Commitment

In order to qualify for the IDCC, IDAC, SONET-ID and Portability Incentives, Customer must maintain the "Incentive Discount Commitment" (IDC):

(1) Establishment of the IDC

(a) For Term Year one (1) the Customer's IDC will equal the Baseline MARC.

(b) For Term Years two (2) through seven (7) the Customer's IDC will be the greater of:

(i) The Achieved Revenue Amount, as defined in Section 22.28.5, from the previous Term Year;

(ii) The IDC, from the previous Term Year; or

(iii) The sum of the Achieved Revenue Amount from the previous Term Year plus the Shortfall IDAC Payment, when the Customer makes a Shortfall IDAC Payment, as defined in Section 22.28.4 (C)(1)(e).

(2) Application of Incentive Discount Commitment

If during the Annual True-Up, as defined in Section 22.28.5(A), the Customer's Achieved Revenue Amount meets or exceeds the IDC, the Telephone Company will apply the IDCC, IDAC, SONET-ID and Portability Incentives for the following Term Year, provided the criteria in Sections 22.28.4 (B), (C), (D) and (F) respectively are met. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

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

(A) Incentive Discount Commitment (Cont'd)

(2) Application of Incentive Discount Commitment (Cont'd)

Example: In Term Year one (1), the Customer's Achieved Revenue Amount, determined by the Annual True-Up, equals $34,000,000 and the IDC is $31,968,000. Since the Achieved Revenue Amount exceeds the IDC, the Telephone Company would apply the IDCC, IDAC, SONET-ID and Portability Incentives in Term Year two (2), based on the Customer's IDC for Term Year two (2) of $34,000,000.

(3) Notwithstanding the above, Incentives shall not be applied unless and until Customer is current in paying (or properly disputing) all invoices submitted for Services in accordance with F.C.C. No. 2, Section 2.

(B) Incentive Discount Commitment Credit for Qualified Access Services

For each Term Year, the Customer will be eligible for an "Incentive Discount Commitment Credit" (IDCC) according to Table B, as per sub-section (1) below.

Table B

IDC-Level	IDC Range			IDCC
1	$31,968,000	up to	$33,565,999	$ 335,000
2	$33,566,000	up to	$35,164,999	$ 527,000
3	$35,165,000	up to	$36,922,999	$ 738,000
4	$36,923,000	up to	$38,680,999	$ 967,000
5	$38,681,000	up to	$40,614,999	$1,218,000
6	$40,615,000	up to	$42,548,999	$1,489,000
7	$42,549,000	up to	$43,612,999	$1,744,000
8	$43,613,000	up to	$44,676,999	$2,010,000
9	$44,677,000	up to	$45,793,999	$2,289,000
10	$45,794,000	up to	$46,910,999	$2,580,000
11	$46,911,000	up to	$48,082,999	$2,855,000
12	$48,083,000	up to	$49,255,999	$3,201,000
13	$49,256,000	or Greater		$3,620,000

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

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

(B) Incentive Discount Commitment Credit for Qualified Access Services (Cont'd)

(1) Application of Incentive Discount Commitment Credit

(a) The Telephone Company will apply the IDCC to the Customer's bill(s) for Qualified Access Services in those Term Years for which the Customer qualifies for the IDCC per Section 22.28.4 (A),as follows:

(i) One-quarter of the IDCC will be applied thirty (30) days in arrears from the end of the first, second and third quarters of the Term Year based on the IDCC determined under Section 22.28.4(B)(1)(b) and 22.28.4(B)(1)(c) below; and

(ii) One-quarter of the IDCC will be applied sixty (60) days in arrears from the end of the fourth quarter of the Term Year, as per the Annual True-Up described in Section 22.28.5.

(b) The IDCC applied during the first three (3) quarters of Term Year one (1) shall be based upon IDC-Level 1.

(c) The IDCC applied during the first three (3) quarters for Term Years two (2) through seven (7) will be based upon the IDC-Level attained using the IDC established in Section 22.28.4.(A).

(C) Incentive Discount Achievement Credit for Qualified Access Service

For each Term Year, the Customer will be eligible for an Incentive Discount Achievement Credit (IDAC) according to Table C, as per sub-section 1 below.

Table C

IDAC - Level	IDAC Range			IDAC
1	$31,968,000	up to	$35,164,999	$4,028,000
2	$35,165,000	up to	$38,680,999	$4,431,000
3	$38,681,000	up to	$42,548,999	$4,874,000
4	$42,549,000	up to	$44,676,999	$5,670,000
5	$44,677,000	up to	$46,910,999	$5,953,000
6	$46,911,000	up to	$49,255,999	$6,732,000
7	$49,256,000	or Greater		$6,895,000

(N)

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

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

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

(C) Incentive Discount Achievement Credit for Qualified Access Service (Cont'd)

(1) Application of Incentive Discount Achievement Credit

(a) The Telephone Company will apply the IDAC to the Customer's bill(s) for Qualified Access Services in those Term Years for which the Customer qualifies for the IDAC per Section 22.28.4(A), as follows:

(i) Half of the IDAC will be applied thirty (30) days in arrears from the end of the first quarter of the Term Year, and the remaining half of the IDAC will be applied thirty (30) days in arrears from the end of the second quarter of the Term Year.

(b) The IDAC applied during the first and second quarters of Term Year one (1) shall be based upon IDAC-Level 1.

(c) The IDAC applied during the first and second quarters for Term Years two (2) through seven (7) will be based upon the IDAC-Level attained using the IDC as established in Section 22.28.4(A).

(d) The IDAC corresponding to each IDAC-Level will be credited to the Customer as provided below:

(i) The IDAC corresponding to IDAC-Level 1 will be available to the Customer only once during the Term Period;

(ii) The IDAC corresponding to IDAC-Levels two (2) through seven (7) will each be credited to the Customer only once during the Term Period except when:

(1) The Customer skips an IDAC-Level from one Term Year to the next Term Year; or

(2) The Customer skips IDAC-Level 1 at the end of Term Year one (1).

(iii) If the Customer has skipped one (1) or more IDAC-Levels from one (1) Term Year to the next Term Year, the Customer will be eligible to receive the IDAC corresponding to the higher IDAC-Level more than once, provided that the Achieved Revenue Amount in the following Term Year remains within the IDAC Range of the higher IDAC-Level; (N)

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

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMSVIP) Offer (Cont'd)

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

(C) Incentive Discount Achievement Credit for Qualified Access Service (Cont'd)

(1) Application of Incentive Discount Achievement Credit (Cont'd)

(d) (Cont'd)

(iv) The number of times the Customer will be eligible for an IDAC corresponding to a given IDAC-Level shall be equal to the initial application of the IDAC plus the number of skipped IDAC-Levels;

(v) The Customer will not be eligible for the IDAC corresponding to a skipped IDAC-Level;

(vi) If the Customer achieves IDAC-Level 7 in any given Term Year, the IDAC corresponding to IDAC-Level 7 will be credited to Customer in any subsequent Term Year in which the Customer qualifies for IDAC-Level 7.

For example, if at the end of Term Year 1, the Customer's Achieved Revenue Amount equaled $43,000,000, the Customer would be eligible for an IDAC commensurate with IDAC-Level 4, skipping IDAC-Levels 1,2 and 3.

If at the end of Term Years 2, 3 and 4, the Customer's Achieved Revenue Amount is between $43,000,000 and $44,676,999, the Customer would be eligible for the IDAC corresponding to IDAC-Level 4 for each of those three Term Years. The Customer would not be eligible for the IDAC corresponding to IDAC-Level 4 in Term Years, 5, 6 or 7.

(e) If the Customer's Achieved Revenue Amount from one Term Year is not sufficient for the Customer to qualify for an IDAC in the following Term Year, the Customer may make a shortfall payment (Shortfall IDAC Payment). The Shortfall IDAC Payment amount would equal the difference between the Achieved Revenue Amount and the minimum value of the IDAC Range for the next IDAC-Level that is still available to the Customer.

(i) The Telephone Company shall notify the Customer within thirty (30) days of the end of the Term Year of any Shortfall IDAC Payment amount for the subsequent Term Year.

(N)

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

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

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

(C) Incentive Discount Achievement Credit for Qualified Access Service (Cont'd)

(1) Application of Incentive Discount Achievement Credit (Cont'd)

(e) (Cont'd)

(ii) Customer shall make the Shortfall IDAC Payment within thirty (30) days after receiving said notification from the Telephone Company.

(iii) Upon receipt of the Shortfall IDAC Payment, the Telephone Company will apply the IDAC for the first quarter of the subsequent Term Year per Section 22.28.4 (C)(1).

(iv) If the Customer does not make the Shortfall IDAC Payment, no IDAC will be applied for the subsequent Term Year.

(D) Incentive Discount for SONET Services

The Customer is eligible for additional Incentive Discounts for SONET Services, "SONET-Incentive Discounts" (SONET-ID), at the end of each Term Year if the Customer's incremental billed, recurring revenues for SONET Services fall within one of the SONET-ID Levels set forth in Table D below. The SONET-ID Level is the amount of SONET billed, recurring revenues in a Term Year above the Baseline SONET MARC ($3,430,000).

Table D

SONET-ID Level	SONET-ID
$0 - $239,999	0%
$240,000 - $479,999	10%
$480,000 - $719-999	11%
$720,000 - $959,999	12%
$960,000 - $1,199,999	13%
$1,200,000 - $1,439,999	14%
$1,440,000 - $1,679,999	15%
$1,680,000 or above	16%

The Telephone Company will apply the SONET-ID in the form of a credit to the Customer's bill(s) for Qualified Access Services sixty (60) days in arrears from the end of the fourth quarter of the Term Year. (N)

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

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

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

(D) Incentive Discount for SONET Services (Cont'd)

Example:
Customer has ended a given Term Year of Contract Offer No. 28, and the billed, recurring revenue for SONET Service equals $4,395,000. The SONET-ID for the Term Year is 13%, or $125,450.

$4,395,000 - $3,430,000 = $965,000 (incremental SONET-ID revenue)
$965,000 X 13% = $125,450 (SONET-ID)

(E) Incentive Discount for WinBack Services

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

This WinBack Incentive credit will be applied in addition to the Incentives described in Sections 22.28.4(B), (C), (D) and (F).

(1) Eligibility Criteria for WinBack Incentive

(a) The Customer must present reasonable and verifiable information, which includes but is not limited to circuit detail or coordinated move orders, to demonstrate the service being converted is currently being provided by a carrier other than the Telephone Company or its affiliates; and

(b) The new Qualified Access Service(s) ordered must have a minimum term period of twelve (12) months for DS1 and DS3 orders and thirty-six (36) months for SONET services.

(N)

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

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

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

(E) Incentive Discount for WinBack Services (Cont'd)

(2) Application of WinBack Incentive

(a) The Telephone Company will apply the credit to the Customer's bill(s) for Qualified Access Services that follows the end of the initial twelve (12) month period, thirty (30) days in arrears, as follows:

(i) When the Telephone Company and Customer have identified the start date for the term period of the WinBack Qualified Access Service in a authorization letter, the initial twelve 12-month period will be the twelve (12) month period commencing on that start date; or,

(ii) When the start date for the term period of the WinBack Qualified Access Service is established by the completion of an access service order, the initial twelve (12) month period will be the twelve (12) month period commencing on the day the access service order is completed. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

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

(F) DS1/DS3 Portability Incentive

The Portability Incentive waives termination liability charges that would otherwise be assessed to the Customer for moves of DS1 and DS3 Qualified Access Services.

This Portability Incentive is in addition to the Incentives described in Sections 22.28.4 (B),(C),(D) and (E).

(1) Eligibility Criteria for DS1/DS3 Portability Incentive

The following criteria must be met in order to receive the Portability Incentive:

(a) Customer's DS1s and DS3s must meet the Minimum Period requirements, as established under F.C.C. No. 2., Section 2.4.2, at the previous location;

(b) The term period of the new circuit must be equal to, or greater than, the remaining term of the disconnected circuit; and

(c) The disconnect and new service is within the Operating Territory.

(2) Quarterly Review of Disconnect Access Service Orders

If Customer qualified for the Portability Incentive as set forth in Section 22.28.4(A) but cumulative "disconnect" access service orders exceeded "add" access service orders during the Term Year, as measured on a quarterly basis, the Customer will be assessed termination liability charges on the sum difference between the cumulative disconnect and add access service orders.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.5 WAMS-VIP Annual True-Up

(A) An annual true-up calculation is performed after each Term Year ("Annual True-Up") to establish any fourth quarter Incentive credits, adjustments or other payments that apply for the preceding twelve (12) month period, as determined by whether:

(1) Customer maintained its Baseline MARC and Baseline SONET MARC during that Term Year; and,

(2) Customer earned the IDCC and IDAC received during the 1st, 2nd and 3rd quarters of the Term Year ("Applied IDCC" and "Applied IDAC", respectively).

For the purposes of the Annual True-Up calculations, the Customer's billed, recurring revenue for Qualified Access Services during the Term Year will constitute the Customer's "Achieved Revenue Amount". The IDCC and/or IDAC earned using the Achieved Revenue Amount compared to Table B and Table C will constitute the "Earned IDCC" and "Earned IDAC".

(B) Annual True-Up Calculations

(1) Baseline MARC Annual True-Up:

The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the Baseline MARC.

(a) If Customer's Achieved Revenue Amount falls below the Baseline MARC, the Customer may pay the difference between the Baseline MARC and the Achieved Revenue Amount (Shortfall Payment).

(i) The Telephone Company will notify the Customer within thirty (30) days of the end of the Term Year of any Shortfall Payment.

(ii) Customer may make the Shortfall Payment and return the difference between the Applied IDCC and the Earned IDCC, associated with the Baseline MARC, within thirty (30) days after receiving notification from the Telephone Company.

(iii) The following Term Year's IDC and IDCC will be determined as set forth in Section 22.28.4(A) and (B).

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(1) Baseline MARC Annual True-Up: (Cont'd)

Example of Baseline MARC Annual True-Up:

If Customer's Achieved Revenue Amount in Term Year 5 is $30,000,000, the Baseline MARC of $31,968,000 has not been met. Customer may choose to pay the difference of $1,968,000 (31,968,000 - $30,000,000) and repay the difference between the Applied IDCC and the Earned IDCC.

(b) If Customer's Achieved Revenue Amount falls below the Baseline MARC for any given Term Year, and the Customer does not make the Shortfall Payment, this Contract Offer Subscription shall terminate and termination liability charges will apply as described in Section 22.28.8(A).

(2) Baseline SONET MARC Annual True-Up:

The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the Baseline SONET MARC.

(a) If the Customer's Achieved Revenue Amount meets or exceeds the IDC, but the Baseline SONET MARC is not maintained, the Earned IDCC will be reduced ("IDCC Reduction"), as explained in subparagraph (i) through (iii) below.

(i) The IDCC Reduction will be calculated by taking the Baseline SONET MARC less the billed, recurring revenues for SONET Services for the Term Year, and multiplying that amount by ninety-five percent (95%) or (.95).

(ii) The Telephone Company will reduce the amount of the Earned IDCC, to be applied in the fourth quarter, by the IDCC Reduction. If the IDCC Reduction exceeds the value of the fourth quarter IDCC, the Telephone Company will reduce the Applied IDCC in the subsequent Term Year by the remaining amount of the IDCC Reduction.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(2) Baseline SONET MARC Annual True-Up: (Cont'd)

(a) (Cont'd)

(iii) The following Term Year's IDCC will be determined as set forth in Section 22.28.4(B).

Example of Baseline SONET MARC Annual True-Up:

If billed, recurring revenue for SONET Service equals $3,153,000 and the Achieved Revenue Amount equals $42,000,000, the IDCC Reduction would equal (($3,430,000 - $3,153,000)*.95) or $263,150, and the Earned IDCC would be adjusted to $1,225,850 ($1,489,000 - $263,150).

The amount of the fourth quarter IDCC would equal $109,100 ($372,250 – $263,150).

(b) If the Baseline SONET MARC is not maintained by Customer, as a result of SONET rate reductions and/or rate restructures that are directly attributed to actions of the Telephone Company and not attributed to Customer, the IDCC Reduction will be zero (0).

(3) IDCC Annual True-Up:

The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the IDC.

(a) If the Customer's Achieved Revenue Amount meets or exceeds the IDC, the Telephone Company will determine the Earned IDCC and the fourth quarter credit amount. The fourth quarter credit amount will be the difference between the Earned IDCC and the Applied IDCC. The Customer would receive its fourth (4th) quarter payment, as set forth in Section 22.28.4(B)(1)(a)(ii).

(N)

(N)

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

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.5 WAMS-VIP Annual True-Up (Cont'd)

(B) The Annual True-Up Calculation (Cont'd)

(3) IDCC Annual True-Up: (Cont'd)

(b) If the Customer's Achieved Revenue Amount falls below the IDC, the Customer may pay the difference between the Achieved Revenue Amount and the IDC ("Make-Up Payment") or Customer will refund the Applied IDCC to Telephone Company, as detailed below.

(i) The Telephone Company shall notify the Customer within thirty (30) days of the end of the Term Year of any Make-Up Payment.

(ii) Customer shall pay the Make-Up Payment within thirty (30) days after receiving said notification from the Telephone Company.

(iii) The Telephone Company will apply the appropriate IDCC for the fourth quarter of the Term Year within thirty (30) days of receiving the Make-Up Payment. The fourth quarter credit amount will be the difference between the Earned IDCC and the Applied IDCC. The following Term Year's IDCC will be determined as set forth in Section 22.28.4(B).

(iv) If the Customer chooses not to make the Make-Up Payment, the Customer will repay the Applied IDCC. Repayment is due thirty (30) days after notification from the Telephone Company identified in subparagraph (i) above.

Example of IDCC Annual True-Up:

If the Achieved Revenue Amount for Term Year 3 is $43,000,000 and the IDC is $40,000,000 the Earned IDCC would be $1,744,000. The IDCC applied for the 4th quarter would be equal to $1,744,000 less the Applied IDCC received by the Customer for the Term Year or $830,500. (N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.5 WAMS-VIP Annual True-Up (Cont'd)

(B) The Annual True-Up Calculation (Cont'd)

(4) IDAC Annual True-Up:

(a) For Term Year one (1), if the Customer's Achieved Revenue Amount is within the IDAC Range associated with the Applied IDAC, no fourth (4th) quarter credit will be applied by the Telephone Company.

(b) For Term Year one (1), if the Customer's Achieved Revenue Amount exceeds the IDAC Range associated with the Applied IDAC, Telephone Company will issue an additional credit due to Customer equating to the difference between the Earned IDAC and the Applied IDAC. The credit will be applied sixty (60) days in arrears from the end of the fourth quarter of the Term Year.

(c) For Term Years two (2) through seven (7), no Annual True-Up will be performed on the IDAC.

Example of Term Year 1 IDAC Annual True-Up:

If the Achieved Revenue Amount for Term Year one (1) is $36,000,000, the Earned IDAC would be $4,431,000. The IDAC applied for the 4th quarter would be equal to $403,000 ($4,431,000 – $4,028,000).

(N)

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

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Merger/Acquisitions

(A) Assignment/Successors

(1) If the Customer wishes to assign or transfer its rights and obligations under this Contract Offer 28 ("Contract Offer Subscription"), the Telephone Company will permit such transfer or assignment if the following conditions are met:

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee; and

the assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee of transferee for any obligations existing at the time of the assignment or transfer, unless the proposed assignee or transferee demonstrates a lack of credit worthiness under any of the criteria in (a), (b) or (c) below, or if the assignee or transferee or its parent, has commenced or had initiated against it a voluntary receivership or bankruptcy proceeding.

(a) Any debt of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade as defined by the securities and exchange commission or;

(b) 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 a rating organization for a possible downgrade or;

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

(i) Fair or below in a composite credit appraisal published by Dun and Bradstreet, or;

(ii) High risk in a Paydex score as published by Dun and Bradstreet.

(N)

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

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Merger/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) The terms and conditions of the Contract Offer No. 28 shall continue in full force and effect if the Customer merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity (Transfer). After a Transfer, if the other entity also purchases Qualified Access Service(s) from the Telephone Company, either directly or through any affiliates, the Customer shall not include under the Contract Offer Subscription any of the billed recurring revenue for the Qualified Access Services of the other entity in place as of the date the Transfer is finalized (Transfer Date), except as may be provided below.

Notwithstanding the foregoing, the Customer may choose, at its discretion, one of the options set forth in subsections (i)-(iii) below (Options), within the time period that is between twelve (12) months and twenty-four (24) months after the Transfer Date.

To exercise an Option, the Customer shall send written notice to the Telephone Company within the time period described above stating which Option the Customer selects. The date that the Customer sends that written notice shall be the "Option Exercise Date". None of the Options shall alter in any way the terms or conditions of any contract or tariff pursuant to which the other entity obtains Qualified Access Services from the Telephone Company, including but not limited to any terms or conditions related to termination.

Option (i): The Customer and Telephone Company shall recalculate the Baseline MARC, Baseline SONET MARC, IDC, IDC Ranges, IDCCs, IDACs and IDAC Ranges (Key Numbers) for the period from the Option Exercise Date to the end of the Term Period, to allow for the combined billed, recurring revenues for Qualified Access Services of the Customer and the merged or acquiring company to be covered under the Contract Offer Subscription, provided the following conditions are met:

(1) One Hundred percent (100%) of the total combined billed recurring revenues for Qualified Access Services of Customer and the other entity must be included in the Contract Offer Subscription; (N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(2) The Baseline MARC and Baseline SONET MARC will be adjusted according to the following formula:

(a) The Baseline MARC will be equal to one hundred percent (100%) of the other entity's billed, recurring revenues for Qualified Access Services for the three months immediately preceding the Option Exercise Date multiplied by four (4) plus $31,968,000. This shall be the "Combined Baseline MARC"; and,

(b) The Baseline SONET MARC will be equal to one hundred percent (100%) of the other entity's billed, recurring revenues for Qualified Access Services that are SONET services for the three (3) months immediately preceding the Option Exercise Date multiplied by four (4) plus $3,430,000. This shall be the "Combined Baseline SONET MARC."

(3) The IDC for the remainder of the then-current Term Year will be adjusted according to the following formula:

The IDC will be equal to one hundred percent (100%) of the other entity's actual billed recurring Qualified Access Services revenues for the three months immediately preceding the Option Exercise Date multiplied by four (4) plus the Customer's current IDC. This shall be the "Combined IDC".

(N)

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

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(4) The IDC and IDAC Ranges will be adjusted according to the following formula:

The Option 1 multiplier ("Option 1 Multiplier"), which equals the ratio of the Combined IDC to the Customer's current IDC, will be applied to the minimum and maximum values of the IDC and IDAC Ranges associated with the IDC and IDAC Levels that are still available to the Customer, as defined in Section 22.28.4.

Example:
IDC = $39,900,000
Current IDAC Level = 3
IDAC Range Minimum = $38,681,000
IDAC Range Maximum = $42,548,999

New Entity Revenue = $25,000,000
Combined IDC = $64,900,000 ($39,900,000 plus $25,000,000)
Option 1 Multiplier = 1.63
($64,900,000 / $39,900,000)
Combined IDAC Range Minimum = $63,050,030
(38,681,000 multiplied by 1.63)
Combined IDAC Range Maximum = $69,354,868
($42,548,999 multiplied by 1.63)

(5) The IDCCs and IDACs amounts will be adjusted according to the following formula:

The Option 1 Multiplier will be applied to the IDCC and the IDAC Associated with the IDCC and IDAC-Levels which remain available to the Customer in order to determine the Combined IDCC and IDAC Ranges.

Example:
IDC = $39,900,000
Current IDAC-Level = 3
IDAC = $4,874,000

New Entity Revenue = $25,000,000
Combined IDC = $64,900,000 ($39,900,000 plus $25,000,000)
Option 1 Multiplier = 1.63
($64,900,000 / $39,900,000) (N)
Combined IDAC = $7,944,620 ($4,874,000 multiplied by 1.63)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(6) The Customer must have at least forty-eight (48) months remaining in the Term Period under the Contract Offer Subscription or, if less than forty-eight (48) months are remaining in the Term Period under the Contract Offer Subscription, the Term Period shall be automatically extended so that the terms and conditions of the Contract Offer No. 28 remain in effect for forty-eight (48) months after the Option Exercise Date; and

(7) The Telephone Company will recalculate the Key Numbers within sixty (60) days of the Option Exercise Date with no credits being applied to the Customer's bill(s) during this sixty (60) day period. Starting with the remaining quarters of the Term Year as of Option Exercise Date, the combined Key Numbers will be used to determine applicable IDCC and IDAC credit amounts.

(a) If the Option Exercise Date falls within the 1st, 2nd or 3rd quarter of the respective Term Year, the initial credit application of any eligible Combined IDCC and/or Combined IDAC will occur thirty (30) days after the Key Numbers are determined or thirty (30) days in arrears of the end of the quarter, whichever is later; or,

(b) If the Option Exercise Date falls within the fourth quarter of the respective Term Year, the initial credit application of any eligible Combined IDCC and/or Combined IDAC will occur thirty (30) days after the Key Number are determined or sixty (60) days in arrears of the end of the quarter, whichever is later.

Option (ii): The Customer and Telephone Company shall endeavor to negotiate new Key Numbers for the period from the Option Exercise Date to the end of the Term Period, to allow for the combination of the billed, recurring revenues for Qualified Access Services of the Customer and the merged or acquiring company to be covered under this Contract Offer Subscription provided the following conditions are met:

(N)

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

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (ii): (Cont'd)

(1) The Customer and Telephone Company shall each identify a team (composed of business and network subject matter experts) which shall negotiate new Key Numbers in good faith;

(2) If these discussions do not result in mutual agreement on new Key Numbers within sixty (60) days of the date of the Option Exercise Date, either Customer or Telephone Company may provide written notice to the other requesting that each party appoint a knowledgeable, responsible representative(s) to meet and negotiate in good faith to agree upon new Key Numbers. The Customer and Telephone Company intend that these negotiations be conducted by non-lawyer, business representatives. The location, form, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives;

(3) The Customer and Telephone Company shall endeavor to reach agreement upon the new Key Numbers within one hundred twenty (120) days of the Option Exercise Date; and

(4) If the Customer and Telephone Company cannot mutually agree upon new Key Numbers within the timelines outlined above, and the Customer does not wish to continue according to the rates, terms and conditions of this Contract Offer Subscription, the Customer may terminate the Contract Offer Subscription by giving thirty (30) days written notice to the Telephone Company. Upon such termination, the Telephone Company shall bill the Customer, and the Customer shall pay to the Telephone Company, termination liability charges as described below:

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (ii): (Cont'd)

(4) (Cont'd)

(a) For termination that occurs between twelve (12) and twenty-four (24) months after the Effective Date, eighty percent (80%) of all IDCC and IDAC provided to the Customer pursuant to this Contract Offer No. 28; or

(b) For termination that occurs after the first twenty-four (24) months after the Effective Date, fifty percent (50%) of all IDCC and IDAC provided to the Customer pursuant to this Contract Offer No. 28.

Option (iii): The Contract Offer Subscription shall be terminated as set forth within Section 22.28.8(A).

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets

If Customer is required by a regulatory agency to divest any markets, market spectrum or customers ("Divested Market"), in connection with a Transfer, the Customer can request that Key Numbers be recalculated by the Telephone Company. The Customer send the written notice to the Telephone within sixty (60) days of completing a market divestiture. The date the Customer sends that written notice shall be the "Divestiture Notice Date". The Telephone Company will recalculate the Key Numbers as described below:

(1) The Baseline MARC, IDC, IDCC Ranges and IDAC Ranges will be reduced, by either of the following methods, at the Customer's discretion ("Divested Revenue"):

(a) One hundred percent (100%) of the Divested Market's billed, recurring for Qualified Access Services for the three (3) months immediately preceding the notification multiplied by four (4); or

(b) A revenue amount that is less than the amount determined under subparagraph (a) above.

(2) The Baseline SONET MARC will be reduced, by either of the following methods, at the Customer's discretion ("Divested SONET Revenue"):

(a) One hundred percent (100%) of the Divested Market's billed, recurring revenues for Qualified Access Services that are SONET revenues for the three (3) months immediately preceding the notification multiplied by four (4); or

(b) A revenue amount that is less than the amount determined under subparagraph (a) above.

(N)

(N)

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

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) The IDCCs and IDACs will be reduced according to the following steps:

Step 1.

Determine the impact on total revenue by calculating the "Divestiture Percentage". The Divestiture Percentage is the percent change between the Pre-Divest and Post-Divest revenues. The "Pre-Divest Revenue" equals one hundred percent (100%) of the Customer's billed, recurring revenues for Qualified Access Services for the three (3) months immediately preceding the notification multiplied by four (4) or the Baseline MARC, whichever is greater. The "Post-Divest Revenue" equals Pre-Divest Revenue minus the Divested Revenue from (B) (1).

Example:

Pre-Divest Revenue = $40,000,000
Divested Revenue = $2,900,000
Post-Divest Revenue = $37,100,000
($40,000,000 - $2,900,000)

Divestiture Percentage = 7%
(1-($37,100,000/$40,000,000))

Step 2.

Determine the SONET multiplier that results from the divested SONET revenue by the following:

(a) Determine the "Post-Divest SONET Revenue" amount by subtracting the Divested SONET Revenue, as identified in (B) (2) above, from the Pre-Divested Market SONET revenue. The "Pre-Divest SONET Revenue" equals 100% of the Customer's billed, recurring revenues for Qualified Access Services that are SONET services for the three (3) months immediately preceding the notification multiplied by four (4) or the Baseline SONET MARC, whichever is greater. (N)

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

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) (Cont'd)

Step 2. (Cont'd)

(a) (Cont'd)

If the Post-Divest SONET Revenue amount meets or exceeds the Baseline SONET MARC ($3,430,000) the SONET multiplier equals 1.0.

Example:
Pre-Divest SONET Revenue =$4,000,000
Divested SONET Revenue = $500,000
Post-Divest SONET Revenue=$3,500,000

(b) If the Post-Divest SONET Revenue amount is less than the Baseline SONET MARC, the ratio of Post-Divest SONET Revenue to Post-Divest Revenue ("Post Divest Ratio"), as identified in Step 1, will be determined.

Example:
Post-Divest Revenue = $37,100,000
Post-Divest SONET Revenue= $3,000,000
Post-Divest Ratio = 8%
($3,000,000 / $37,100,000)

(c) If the Post-Divest Ratio is equal to or greater than 11%, the SONET multiplier equals 1.0.

(d) If the Post-Divest Ratio is below 11%, the ratio of Pre-Divest SONET Revenue, as identified in Step 2 (a), to total Pre-Divest Revenue ("Pre-Divest Ratio"), as identified in Step 1, will be determined.

Example:
Pre-Divest Revenue = $40,000,000
Pre-Divest SONET Revenue= $4,000,000
Pre-Divest Ratio = 10%
($4,000,000/$40,000,000) (N)

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

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) (Cont'd)

Step 2. (Cont'd)

(e) A SONET equalizer will be calculated by subtracting the Pre-Divest Ratio from 11% ("SONET Equalizer"). The SONET Equalizer will be added to the Post-Divest Ratio, resulting in a revised Post-Divest Ratio.

Example:
Pre-Divest Ratio = 10%
SONET Equalizer = 1% (11% - 10%)

Post-Divest SONET Ratio = 8%
SONET Equalizer = 1%
Revised Post-Divest Ratio = 9%

(f) The following SONET multipliers will be applied based upon the revised Post-Divest Ratio(s):

(i) 11% or greater, a SONET multiplier of 1.0 will be used;

(ii) Less than 11%, but equal to or greater than 8%, a SONET multiplier of 1.25 will be used;

(iii) Less than 8%, but equal to or greater than 5%, a SONET multiplier of 1.50 will be used; or

(iv) Less than 5%, a SONET multiplier of 2.0 will be used.

(N)

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

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) (Cont'd)

(f) (Cont'd)

Step 3.

The Divestiture Percentage multiplied by the SONET multiplier will equal the percent reduction in the IDCCs and IDACs which remain available to the customer.

Example:

IDCC-Level equals 6
IDAC-Level equals 3
Divestiture % = 7%
SONET multiplier = 1.25
(assuming a revised Post-Divest Ratio of 9%)

Reduced IDCC = $1,358,713
(1,489,000 – (1,489,000 X (.07 X 1.25)))

Reduced IDAC = $4,447,525
(4,874,000 – (4,874,000 X (.07 X 1.25)))

(4) The Telephone Company will recalculate the Key Numbers within sixty (60) days of the Divestiture Notice Date. The recalculated Key Numbers will become effective once the Divested Market's billed, recurring revenues for Qualified Access Services are no longer being billed to the Customer ("Divestiture Effective Date"). Starting with the remaining quarters of the Term Year as of the Divestiture Effective Date, the recalculated Key Numbers will be used to determine the applicable IDCC and IDAC amounts.

(a) If the Divestiture Effective Date falls within the 1st, 2nd or 3rd quarter of the respective Term Year, the initial credit application of any eligible Reduced IDCC and/or Reduced IDAC will occur thirty (30) days after the Key Numbers are effective or thirty (30) days in arrears of the end of the quarter, whichever is later; or, (N)

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

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(4) (Cont'd)

(b) If the Divestiture Effective Date falls within the fourth quarter of the respective Term Year, the initial credit application of any eligible Reduced IDCC and/or Reduced IDAC will occur thirty (30) days after the Key Numbers are determined or sixty (60) days in arrears of the end of the quarter, whichever is later.

22.28.7 WAMS-VIP Cell-Site Performance – Credits

(A) Description

Cell-Site Performance Improvement Credits are available to the Customer based upon the quality of service delivered during the Term Period, as set forth in subparagraph (2) below. The credits will be granted in the event that the Telephone Company's Contract Offer No. 28 service performance level objectives for cell-site DS1 Qualified Access Services are not met.

(1) The DS1 Qualified Access Services cell-site performance level parameters will be based on DS1 Percentage of Network Availability. The DS1 Percent of Network Availability will be calculated by determining the actual hours that the cell-site DS1 circuits are in service during a given month compared to the total expected availability, and then aggregating those total hours over the course of a Term Year.

Example:

If a Customer had 100 circuits in service at the end of January and 110 at the end of February, their total hours of expected availability would be (31 days times 100 circuits, times 24 hours) plus (28 days, times 110 circuits, times 24 hours) or 148,320. This would be the denominator of the network availability equation. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.7 WAMS-VIP Cell-Site Performance – Credits (Cont'd)

(A) Description (Cont'd)

(1) Example: (Cont'd)

The numerator would be the total hours of outage based upon measured tickets reported to the Telephone Company subtracted from the 148,320. If there were 8 reported failures averaging 3.5 hours per outage, the total hours of outage would be equal to twenty-eight (28). The resulting availability equation for those two (2) months will be ((148,320-28)/148,320) or 99.981%. A twelve (12) month aggregation using the same process as noted for two (2) months will be used to determine annual percent availability for a Customer.

(2) Table E below provides cell-site service performance targets, based on DS-1 Percentage of Network Availability, for each Term Year.

Table E

Term Year	% Network Availability
1	99.9588%
2	99.9666%
3	99.9744%
4	99.9822%
5	99.9900%
6	99.9900%
7	99.9900%

(B) At the Annual True-Up, if the Telephone Company annual results fail to meet the performance target, as specified in Table E above, and the Customer has met the Baseline MARC, the Telephone Company will provide credits and services as follows:

(1) The Telephone Company will apply one hundred dollars ($100) in special construction credits for each measured trouble ticket reported to the Telephone Company during the Term Year for cell-site improvements. The special construction credits will be used to improve performance at mutually agreed upon Customer's cell sites that are performing below the DS-1 Percentage of Network Availability as specified in Table E above.

For example: special construction credits can be used to offset the cost of replacing copper with fiber at non-performing cell-sites; and,

(N)

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

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.7 WAMS-VIP Cell-Site Performance – Credits (Cont'd)

(B) (Cont'd)

(2) The Telephone Company will provide Customer the ability to purchase Automatic Loop Transfer service at 25% discount off the monthly recurring rates described in F.C.C. No. 2, Section 21.5.2 for those cell sites that fail to meet the performance target, as specified in Table E above.

22.28.8 Termination

The Customer's subscription to this Contract Offer No. 28 shall terminate if Customer gives notice to Telephone Company, as set forth in the following paragraph, and as set forth elsewhere in this Contract Offer No. 28.

The termination liability charges described below shall apply if termination occurs because the Customer does not make a Shortfall Payment as described in Section 22.28.5(B)(1) and/or the Customer elects to terminate its subscription to Contract Offer No. 28 for reasons other than described in Section 22.28.6 (A)(6)(Option (ii) and/or Section 22.28.8(B).

If the Customer elects to terminate its Contract Offer Subscription during the Term Period, written notification must be provided to the Telephone Company indicating the Customer's intention to terminate its Contract Offer Subscription. This notification must include the date upon which the Customer wishes to terminate its Contract Offer Subscription.

(A) Termination Liability

Termination liability charges will consist of the sum of the following:

(1) Ten percent (10%) of the Baseline MARC divided by twelve (12) then multiplied by the number of months remaining in the Term Period; plus

(2) Repayment of the IDCC, IDAC and SONET-ID given under Contract Offer No. 28 during the three (3) quarters preceding the termination date. (N)

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

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

22.28.8 Termination (Cont'd)

(A) Termination Liability (Cont'd)

Example:

Customer with a Baseline MARC of $31,968,000 and an IDC of $36,000,000 terminates its Contract Offer Subscription after forty-eight (48) months and with thirty-six (36) months remaining in the eighty-four (84) month Term Period, and the Customer received IDCC and IDAC of $553,500 and $2,215,500, respectively, for the previous three quarters before termination. The termination liability charges would be:

(($31,968,000/12) X 10% X 36) + ($553,500 + $2,215,500) = $12,359,400 termination liability charge.

(B) Rate Reductions

If the tariffed rates for the Qualified Access Services are reduced by a cumulative total of twenty percent (20%) from the tariffed rates in effect as of the Effective Date (Initial Tariff Rates), either party may terminate the LOS by providing a sixty (60) day written notice to the other party. Termination liability charges will not apply.

To determine whether the 20% rate reduction has been met or exceeded, the Telephone Company shall perform an analysis within sixty (60) days following the Effective Date that details the Customer's inventory of Qualified Access Services and the Initial Tariff Rates (Initial Rate Analysis.)

Example: DS1-Initial Rate Analysis

Product Category/ Description	State	Zone	Term	Rate	Units	Total Cost
DS1 – Local Distribution Channel (LDC)	IL	2	36	$25.00	4,000	$100,000
DS1 - Channel Mileage Termination (CMT)				$21.00	1,600	$33,600
DS1 - Channel Mileage (CM-Per Mile)				$16.40	1,000	$16,400
DS1 Total					6,600	$150,000

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.28 Contract Offer No. 28 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

21.28.8 Termination (Cont'd)

(B) Rate Reductions (Cont'd)

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

Example: Initial Rate Analysis and EOY Rate Analysis Comparison

Product Category	Units	Initial Tariff Rate	EOY Tariff Rate	% Rate Change
DS1	6600	$150,000	$122,000	
DS3	2000	$ 90,000	$ 70,000	
SONET	1000	$300,000	$200,000	
Total	9600	$540,000	$392,000	27%

27% = (1-($392,000/$540,000))

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

1. DS1 – Local Distribution Channel (LDC), Channel Mileage Termination (CMT) and Channel Mileage (CM) per mile,

2. DS3 – LDC, CMT and CM per mile and Multiplexing (MUX),

3. SONET – All SONET rate elements for Dedicated Ring Service (DRS), Optical Carrier Network Point-to-Point (OCN PTP), SONET Xpress, Gigabit Ethernet Metropolitan Area Network (GigaMAN) and Multi-service Optical Network (MON) Ring services.

(N)

(N)

22. Pricing Flexibility Contract Offerings

22.29 Contract Offer No. 29 – OC12 / OC-12c Point to Point Offer

22.29.1 General Description

OC12 / OC-12c Point to Point Offer (Contract Offer No. 29) is an access discount offer that permits Customers located in the Chicago Metropolitan Statistical Area, to purchase one OC12 / OC-12c Point to Point Service at the rates listed in Section 22.29.4.

Contract Offer No. 29 is only available July 7, 2004 through August 7, 2004.

22.29.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the OC-12 / OC-12c Point to Point Offer rates:

(1) Contract Offer No. 29 is only available for circuits located in the following Metropolitan Statistical Area:
Pricing Flexibility MSA: Chicago, IL

(2) Customer must be a current MVP Customer as described in F.C.C 2, Section 19.

(B) OC-12/OC-12c Point to Point Offer applies to pricing-flexibility-qualified access services contained in the following tariff section:

(1) Optical Carrier Network (OCN) Point-To-Point Service (OC-12 / OC12c)– Ameritech Operating Companies Tariff F.C.C. No 2, Section 21.5.2.8 (B).

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

(N)

22. Pricing Flexibility Contract Offerings Cont'd

22.29 Contract Offer No. 29 – OC-12 / OC-12c Point to Point Offer Cont'd

22.29.3 Terms and Conditions

(A) Term Period

The contract term is two (2) years (Term Period) commencing on the date billing begins. Billing commences no later than 29 days after the Telephone Company's completion of the access service order. This offer is not renewable.

If at the expiration of the Customer's contract Term Period, Customer elects to continue service, Customer shall select from payment options in Sections 21.5.2.8 (B) for Contract Offer No. 29 and any other OC-12/OC-12c services. If the Customer does not elect an option, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 7.

Rate stability under contract term applies only to the rates specific to Contract Offer No. 29 as listed in Section 22.29.4. Purchase of the services listed above under Contract Offer No. 29 are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period, however such tariff modifications will not change the terms and conditions described in Contract Offer No 29.

(N)

(N)

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

22.29 Contract Offer No. 29 – OC12 / OC-12c Point to Point Offer Cont'd

22.29.3 Terms and Conditions Cont'd

(B) Contract Offer No. 29 is only available July 7, 2004 through August 7, 2004.

(C) In order to subscribe to Contract Offer No. 29 a Customer must submit a Letter of Authorization / Firm Order Commitment (LOA-FOC).

(D) If the Customer should discontinue service under Contract Offer No. 29 during the Term Period, termination liability charges will apply in accordance with Section 22.29.5.

(E) If, after the Telephone Company receives the Letter of Authorization / Firm Order Commitment (LOA-FOC) and prior to commencement of the Term Period, the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(F) If the Customer requests additional service features and functions not included in 22.29.4, the Customer will pay the tariff rates for those additions as contained in Section 21-Metropolitian Statistical Area Access Services.

(G) Customer may not resell any capacity on services covered under this Contract Offer No. 29 to a third party.

(H) Service must be a new installation.

(I) Customer is limited to purchasing one OC-12 / OC-12c Point to Point Service.

(J) Mileage on the OC-12 / OC12c PTP service is limited to 0-4 miles.

(N)

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

22.29 Contract Offer No. 29 – OC12 / OC-12c Point to Point Offer Cont'd

22.29.3 Terms and Conditions Cont'd

(K) Customer will not be able to subscribe to any future contract offerings in Section 22 in conjunction with services offered in Contract Offer No. 29.

(L) If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 29 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

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

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

22.29 Contract Offer No. 29 – OC12 / OC-12c Point to Point Offer Cont'd

22.29.4 Rates and Charges

OC-12/OC-12c Point to Point Service Rates and Charges:
Customer shall pay the following Nonrecurring Charge (NRC) and Monthly Recurring Charge (MRC) for the OC-12/OC-12c Point to Point Service

Nonrecurring Charges(NRC):

Administrative Charge Per Order	$60.00
Design and Central Office Connection Charge per circuit	$375.00
Customer Connection Charge per Termination	$450.00

Monthly Recurring Charges (MRC):

OC-12/OC-12c Point to Point Service	$10,000.00

The OC-12/OC-12c Point to Point Service MRC includes the following components:

OC-12c Point to Point	**Quantity**
Local Distribution Channel (LDC)	2
Channel Mileage Termination	2
Channel Mileage per mile	0-4

(N)

(N)

22. Pricing Flexibility Contract Offerings Cont'd

22.29 Contract Offer No. 29 – OC12 / OC-12c Point to Point Offer Cont'd

22.29.5 Termination Liability

If Customer terminates Contract Offer No. 29 before the completion of the term period for any reason, Customer will pay The Telephone Company termination liability charges as described below. Termination Liability charges will also apply if the customer is not in compliance with the Eligibility Criteria in Section 22.29.2 or the Terms and Conditions in Section 22.29.3. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below. Customer's termination liability charges for termination of service shall be equal to:

75% of all recurring charges for the balance of the Customer's two (2) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 75%)

Example: Customer with a $23,323 monthly recurring rate terminates service after one (1) year and has twelve (12) months remaining in a two (2) year term plan. The termination liability would be calculated as:

$23,323 X 12 X 75% = $209,907 termination liability charge. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service – One Year Term

22.30.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

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22. Pricing Flexibility Contract Offering (Cont'd)

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.30.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

(1) Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.30.2 Contract Terms

(A) Contract Offering No. 30 is available during the purchase period, which begins July 31, 2004 and ends October 31, 2004.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 30.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 30 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.30.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.30.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 30 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 30 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 30 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 30 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 30.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 30 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.30.2 (K). (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.30.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 30 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 30 terminated and the termination charges described in 22.30.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 22.30.3 (B).

(K) The customer may elect to discontinue Contract Offering No. 30 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.30.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 30 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 30, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 30.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated (N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.30.2 Contract Terms (Cont'd)

(L) (Cont'd)

Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 30 terminated. If Contract Offering No. 30 is terminated during the initial contract term, the termination charges described in 22.30.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.30.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.30.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.30.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

(This page filed under Transmittal No. 1402)

22. Pricing Flexibility Contract Offering (Cont'd)

22.30 Contract Offering No. 30 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.30.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term

22.31.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.31.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

(1) Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH

(N)

ACCESS SERVICE

1. Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH
2. Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH

3. Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH
4. Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH

5. Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH
6. Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH

7. Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH
8. Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH

9. Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH
10. Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH

ACCESS SERVICE

11. Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH
12. Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH

ACCESS SERVICE

13. Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH
14. Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH

ACCESS SERVICE

15. Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.31.2 Contract Terms

(A) Contract Offering No. 31 is available during the purchase period, which begins July 31, 2004 and ends October 31, 2004.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 31.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 31 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.31.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.31.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 31 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 31 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 31 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 31 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 31.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 31 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.31.2 (K). (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.31.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 31 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 31 terminated and the termination charges described in 22.31.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 31 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.31.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 31 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 31, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 31.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service- (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.31.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 31 terminated. If Contract Offering No. 31 is terminated during the initial contract term, the termination charges described in 22.31.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.31.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.31.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.31.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.31 Contract Offering No. 31 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.31.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$310.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25 (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term

22.32.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 326 Kbps of capacity.

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.32.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

(1) Champaign-Urbana, IL
(2) Chicago, IL
(3) Cleveland-Lorain-Elyria, OH
(4) Columbus, OH
(5) Decatur, IL
(6) Detroit-Ann Arbor, MI
(7) Eau Claire, WI
(8) Evansville-Henderson, IN-KY
(9) Flint, MI
(10) Grand Rapids, MI
(11) Indianapolis, IN
(12) Janesville-Beloit, WI
(13) Kalamazoo, MI
(14) Kenosha, WI
(15) Lansing-East Lansing, MI
(16) Madison, WI
(17) Milwaukee-Waukesha, WI
(18) Racine, WI
(19) Rockford, IL
(20) Sheboygan, WI
(21) Springfield, IL
(22) Toledo, OH (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.32.2 Contract Terms

(A) Contract Offering No. 32 is available during the purchase period, which begins July 31, 2004 and ends October 31, 2004.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 32.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 32 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.32.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.32.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 32 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 32 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 32 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 32 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 32.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 32 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.32.2 (K). (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.32.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 32 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 32 terminated and the termination charges described in 22.32.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 32 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.32.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 32 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 32, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 32.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service- (N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.32.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 32 terminated. If Contract Offering No. 32 is terminated during the initial contract term, the termination charges described in 22.32.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.32.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.32.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.32.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.32 Contract Offering No. 32 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.32.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**	
Initial Contract Term	$250.00	$0.00	DZS1P	1ZZPZ	
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ	
Service Rearrangement	N/A	$100.00	NR9DT	N/A	
Special Access Surcharge	$ 25.00	N/A	S25	S25	(N)

22. Pricing Flexibility Contract Offerings

22.33 Contract Offer No. 33 – OC-48 Dedicated Ring Offer (N)

22.33.1 General Description

OC-48 Dedicated Ring Offer (Contract Offer No. 33) permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.33.5 for new OC-48 Dedicated Ring Service, and associated DS3 and DS1 special access transport bandwidth, that together make up an OC48 Dedicated Ring network.

22.33.2 Services Available Under Contract Offer No. 33

(A) Contract Offer No. 33 applies to pricing-flexibility-qualified access services contained in the following tariff sections:

(1) OC-48 Dedicated Ring Service - Ameritech Tariff F.C.C. No. 2, Section 21; and
(2) DS1 Service and DS3 Service – Ameritech Tariff F.C.C. No. 2, Section 21

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

22.33.3 Contract Offer No. 33 - Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the Contract Offer 33 discount:

(1) Service must be a pricing-flexibility-qualified service listed in Section 22.33.2 (A);

(2) Service must be located in an MSA listed in 22.33.4 (B)(1);

(3) Customer must purchase one new OC-48 Dedicated Ring in each of the three (3) respective MSAs as described in Section 22.33.4 (B) (1).

(4) All traffic must originate or terminate at a Mobile Switching Center (MSC);

(5) The Customer and its affiliates must maintain an Access Service Ratio, equal to or greater than 95%. The Access Service Ratio is defined in Section 22.33.3 (B) (14) and will be measured on each Term Year of the Contract Offer No. 33 effective date. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.33 Contract Offer No. 33 – OC-48 Dedicated Ring Offer (Cont'd)

22.33.4 Contract Offer No. 33 - Terms and Conditions

(A) Term Period

The contract term is five (5) years, (the "Term Period") commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's completion of the OC48 Dedicated Ring access service order. This offer is not renewable.

At the expiration of the Term Period, Customer may choose from the payment options in:

(1) Section 7 for OC-48 Dedicated Ring Service,
(2) Section 7 for DS3 and DS1 Service.

If at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections above, in the case of DS1 and DS3 service, the Customer will automatically be billed the monthly rates found in Section 21.5.2; and in the case of OC-48 Dedicated Ring Service, the Customer will automatically be billed the monthly extension rates found in Section 21.5.2.

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 33 as listed in Section 22.33.5. Purchase of the services listed above under Contract Offer No. 33 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, however such tariff modifications will not change the regulations described in Contract Offer No. 33.

Purchase of the services listed above under Contract Offer No. 33 are subject to the specific terms and conditions of section 22.33.4. Purchases of the services listed above under Contract Offer No. 33 are also subject to general terms and conditions of F.C.C. Tariff No. 2 and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

(N)

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.33 Contract Offer No. 33 – OC-48 Dedicated Ring Offer (Cont'd) (N)

22.33.4 Contract Offer No. 33 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer No. 33 is only available for circuits located in the following MSAs:

Pricing Flexibility MSAs
Grand Rapids, Michigan; Akron and Cleveland, Ohio.

(2) This Contract Offer No. 33 is only available September 18, 2004 through October 18, 2004.

(3) Customer must submit a Letter of Authorization / Firm Order Commitment.

(4) If the Customer should discontinue service under Contract Offer No. 33 during the Term Period, termination liability charges will apply in accordance with Section 22.33.6.

(5) If, after the Customer has submitted the Letter of Authorization / Firm Order Commitment (LOA-FOC) and prior to commencement of the Term Period, the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(6) Customer must subscribe to Contract Offer No. 33 in accordance with the regulations set forth in Section 5.

(7) If the Customer requests modifications to the Contract Offer No. 33 network design originally constructed for the Customer under Contract Offer No. 33, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to: reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements.

(8) Services under this Contract Offer No. 33 will not be eligible for discounts under the Managed Value Plan (MVP) offering in Section 19.

(9) Customer will not be able to subscribe to any future contract offerings in section 22 in conjunction with this Contract Offer No. 33. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.33 Contract Offer No. 33 – OC-48 Dedicated Ring Offer (Cont'd)

22.33.4 Contract Offer No. 33 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(10) Contract Offer No. 33 is not renewable.

(11) For the OC-48 Dedicated Rings subject to this Contract Offer in the Grand Rapids, Michigan and Cleveland, Ohio MSAs, Customer shall, by the end of the third year of the five-year term period, purchase DS1 and DS3 circuits riding the ring equivalent to 50 % or more of the capacity of each OC-48. For the OC-48 Dedicated Ring subject to this Contract Offer in the Akron, Ohio MSA, Customer shall, by the end of the third year of the five-year term period, purchase DS1 and DS3 circuits riding the ring equivalent to 30 % or more of the capacity of the OC-48.

(12) If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 33 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled unless the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(a) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly, more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission or; If any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

(13) The terms and conditions of the Contract Offer No. 33 shall continue in full force and effect if the Customer merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity (Transfer). After a Transfer, if the other entity also purchases Qualified Access Service(s) from the Telephone Company, either directly or through any affiliates, the Customer shall not include under this Contract Offer Subscription any of the billed recurring revenue for the Qualified Access Services of the other entity in place as of the date the Transfer is finalized (Transfer Date).

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.33 Contract Offer No. 33 – OC-48 Dedicated Ring Offer (Cont'd) (N)

22.33.4 Contract Offer No. 33 - Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(14) As referenced in Section 22.33.3 (A) (5), the Customer and its affiliates must maintain an Access Service Ratio of 95% or greater. The ratio, calculated annually is the Annual Access Revenue minus Annual Wholesale Revenue, (the associated rate elements not included in the interstate tariff) divided by the total qualified Annual Access Revenue. To maintain compliance with Contract Offer No. 33, the ratio must be greater than or equal to 95%.

The 95% ratio is calculated as follows:

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

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

TABLE A:

Service	General/Basic Description
Entrance Facilities	6.1.3(A)(1)(a)
Direct Transport Services	6.1.3(A)(1)(b)
Direct Analog Services	7.2.3
Base Rate, DS1 and DS3 Services	7.2.9
Optical Carrier Network (OCN)	7.2.10
Dedicated SONET Ring Service	7.2.11
Gigabit Ethernet Metropolitan Area Network (GigaMAN)	7.2.13
Multi-service Optical Network (MON) Ring Service	23.1
Optical Ethernet Metropolitan Area Network (OPT-E-MAN)	24.1

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.33 Contract Offer No. 33 – OC-48 Dedicated Ring Offer (Cont'd)

22.33.4 Contract Offer No. 33 - Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(14) (Cont'd)

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

TABLE B:

Service Level	Associated Rate Elements Not Included in Interstate Tariff
DS1/LT1	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/LT3	DS3 Loop DS3 Entrance Facilities DS3 Interoffice Transport DS3 Cross Connects DS1/DS3 Multiplexing All DS3 non-tariffed Committed Information Rate Broadband Services
OC-3 OC-12 OC-48	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 Transport Products	Dark Fiber – Interoffice Dark Fiber – Loop Dark Fiber – Subloop Dark Fiber Cross Connects

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.33 Contract Offer No. 33 – OC-48 Dedicated Ring Offer (Cont'd)

22.33.4 Contract Offer No. 33 - Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(14) (Cont'd)

(c) As new rate elements are introduced and are added to Table B above, all recurring revenues associated with the new associated rate elements will automatically be added to the Customer's Annual Wholesale Revenue as defined in Section 22.33.3 (14) (B) preceding, for calculation of the Access Service Ratio.

(d) If the Customer fails to meet the Access Service Ratio in any given year of the term, upon notification from the Telephone Company, the Customer has five (5) business days to notify the Telephone Company in writing that it will meet or exceed the 95% Access ratio within 60 days. Failure to notify in five (5) days and/or failure to rectify in 60 days will cause termination of Contract Offer No. 33 and termination liability charges will apply as set forth in Section 22.33.6.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.33 Contract Offer No. 33 OC-48 Dedicated Ring Offer (Cont'd)

22.33.5 Contract Offer No. 33 - Rates and Charges

(A) OC-48 Dedicated Ring Service Rates and Charges:
Customer shall pay the following Nonrecurring Charge (NRC) and Monthly Recurring Charge (MRC) for each new OC-48 Dedicated Ring Service:

(1) Nonrecurring Charges (NRC):

Administrative Charge-OC-48 (ORCMX)	$ 50.00
Design and Central Office Connection Charge-OC-48 (NRBCL)	$ 600.00

Monthly Recurring Charge (MRC):

OC-48 Dedicated Ring Service in Grand Rapids, MI	$ 14,508.00

The OC-48 Dedicated Ring Service MRC includes the following components:

OC-48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	1
Central Office Node	FC5EX	1
Add/Drop Capability	MPEFX	4
Ports-DS3 at OC-48 Node	SPRKX	30
Mileage	IL5XX	12

(2) Nonrecurring Charges (NRC):

Administrative Charge-OC-48 (ORCMX)	$ 50.00
Design and Central Office Connection Charge-OC-48 (NRBCL)	$ 600.00

Monthly Recurring Charge (MRC):

OC-48 Dedicated Ring Service in Akron, OH	$ 12,618.00

The OC-48 Dedicated Ring Service MRC includes the following components:

OC-48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	1
Central Office Node	FC5EX	1
Add/Drop Capability	MPEFX	4
Ports-DS3 at OC-48 Node	SPRKX	30
Mileage	IL5XX	2

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.33 Contract Offer No. 33 OC-48 Dedicated Ring Offer (Cont'd)

22.33.5 Contract Offer No. 33 - Rates and Charges (Cont'd)

(A) (Cont'd)

(3) Nonrecurring Charges (NRC):

Administrative Charge-OC-48 (ORCMX)	$ 50.00
Design and Central Office Connection Charge-OC-48 (NRBCL)	$ 600.00

Monthly Recurring Charge (MRC):

OC-48 Dedicated Ring Service in Cleveland, OH	$ 13,806.00

The OC-48 Dedicated Ring Service MRC includes the following components:

OC-48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	1
Central Office Node	FC5EX	1
Add/Drop Capability	MPEFX	4
Ports-DS3 at OC-48 Node	SPRKX	42
Mileage	IL5XX	2

(B) OC-48 Dedicated Ring Additional Services Rates and Charges:
Customer may subscribe to the following additional OC-48 Dedicated Ring services at the MRC rates below:

OC-48 Dedicated Ring	USOC	MRC
Additional Customer Premise Node	FP5EX	$ 3,870.00
Additional Central Office Node	FC5EX	$ 3,600.00
Additional Add/Drop Capability, Per Arrangement	MPEFX	$ 450.00
Additional Ports - DS3 at OC-48 Node	SPRKX	$ 99.00
Mileage, Per Mile OC-48	IL5XX	$ 189.00

If a node is added after the initial installation of the OC-48 Dedicated Ring, the new node will be co-terminus with the initial Term Period.

(N)

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

22.33 Contract Offer No. 33 – OC-48 Dedicated Ring Offer (Cont'd)

22.33.5 Contract Offer No. 33 - Rates and Charges (Cont'd)

(C) During the Term Period, the Customer may subscribe to the following DS1 subtending services, up to the capacity of the OC-48 Dedicated Ring, at the MRC rates below:

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service LDC - Zone	USOC	MRC
Zone 1	TZ4X1	$93.00
Zone 2	TZ4X2	$101.00
Zone 3	TZ4X3	$110.00
Zone 4	TZ4X4	$112.00
Zone 5	TZ4X5	$115.00

(2) Channel Mileage Termination (CMT) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$21.00
Zone 2	CZ4X2	$21.00
Zone 3	CZ4X3	$23.00
Zone 4	CZ4X4	$24.00
Zone 5	CZ4X5	$26.00

(3) Channel Mileage (CM) – Per Mile - Bit Rate 1.544 Mbps:

DS1 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$10.50
Zone 2	1YZX2	$10.75
Zone 3	1YZX3	$11.00
Zone 4	1YZX4	$11.00
Zone 5	1YZX5	$11.00

When a DS1 is added to the OC-48 Dedicated Ring, the DS1 will carry a sixty (60) month Term Period. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.33 Contract Offer No. 33 – OC-48 Dedicated Ring Offer (Cont'd)

22.33.5 Contract Offer No. 33 - Rates and Charges (Cont'd)

(D) During the Term Period, the Customer may subscribe to the following DS3 subtending services, up to the capacity of the OC-48 Dedicated Ring, at the MRC rates below:

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 44.736 Mbps:

DS3 Service LDC - Zone	USOC	MRC
Zone 1	TZUP1	$817.00
Zone 2	TZUP2	$827.00
Zone 3	TZUP3	$874.00
Zone 4	TZUP4	$893.00
Zone 5	TZUP5	$903.00

(2) Channel Mileage Termination (CMT) – Per Point of Termination:

DS3 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$200.00
Zone 2	CZ4X2	$209.00
Zone 3	CZ4X3	$219.00
Zone 4	CZ4X4	$228.00
Zone 5	CZ4X5	$238.00

(3) Channel Mileage (CM) – Per Mile:

DS3 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$28.00
Zone 2	1YZX2	$30.00
Zone 3	1YZX3	$31.00
Zone 4	1YZX4	$35.00
Zone 5	1YZX5	$37.00

(4) Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1:

DS3 Service 3/1 MUX - Zone	USOC	MRC
Zone 1	QM3X1	$404.00
Zone 2	QM3X2	$413.00
Zone 3	QM3X3	$428.00
Zone 4	QM3X4	$442.00
Zone 5	QM3X5	$456.00

When a DS3 is added to the OC-48 Dedicated Ring, the DS3 will carry a sixty (60) month Term Period.

(N)

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22. Pricing Flexibility Contract Offerings (N)

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer

22.34.1 General Description

Dedicated Ring Service Offer (Contract Offer No. 34) permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.34.5 for the purchase of one (1) new OC-12 Dedicated Ring Service, one (1) new OC-192 Dedicated Ring Service and associated new DS3 and DS1 special access transport bandwidth, that together make up an OC-12 and OC-192 Dedicated Ring network.

22.34.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to purchase Contract Offer No. 34:

(1) Service must be located in Pricing Flexibility MSA: Chicago, Illinois;
(2) Customer must purchase one (1) new OC-12 and one (1) new OC-192 Dedicated Ring Service within three (3) months of subscribing to Contract Offer No. 34; and
(3) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(B) Contract Offer No. 34 applies to pricing flexibility qualified access services contained in the following tariff sections:

(1) OC-12 and OC-192 Dedicated Ring Service - Ameritech Tariff F.C.C. No. 2, Section 21 and
(2) DS1 Service and DS3 Service – Ameritech Tariff F.C.C. No. 2, Section 21

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

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer (Cont'd)

22.34.3 Terms and Conditions

(A) Term Period

The contract term is three (3) years, (Term Period) commencing on the date billing begins. Billing commences for the new OC-12 and OC-192 Dedicated Ring Service no later than 30 days after the Telephone Company's completion of access service order. This offer is not renewable.

At the expiration of the Term Period, Customer may choose from the payment options as described in:

(1) Section 7 for OC-12 and OC-192 Dedicated Ring Service;
(2) Section 7 for DS3 and DS1 Service.

If at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections above, for DS1 and DS3, the services will be converted to the monthly rates found in Section 21.5.2 or Section 7; and for OC-12 and OC-192 Dedicated Ring, the services will be converted to the monthly extension rates found in Section 21.5.2 or Section 7, as applicable.

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 34 as listed in Section 22.34.5. Purchase of the services listed above under Contract Offer No. 34 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, however such tariff modifications will not change the terms and conditions described in Contract Offer No 34.

(N)

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

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer (Cont'd)

22.34.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer No. 34 is only available September 18, 2004 through November 18, 2004;

(2) OC-12, OC-192 Dedicated Rings, DS1 and DS3 discounted rates, as described in Section 22.34.5 must be for new installations only;

(3) The rates to be paid by the customer pursuant to this Contract Offer 34, shall include twenty-two (22) existing Automatic Protection Switching (APS) circuits for the Term Period of this contract;

(4) Customer must submit a Letter of Authorization / Firm Order Commitment (LOA-FOC);

(5) If the Customer should discontinue service under Contract Offer No. 34 during the Term Period, termination liability charges will apply in accordance with Section 22.34.6;

(6) Customer must subscribe to the services available under this Contract Offer No. 34 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(7) If, after the Telephone Company receives the Letter of Authorization / Firm Order Commitment (LOA-FOC) and prior to commencement of the Term Period, the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(8) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 34, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include but are not limited to reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(9) The Customer will not be able to subscribe to any other contract offering in Section 22 in conjunction with Contract Offer No. 34 that might be offered by the Telephone Company for services covered under this Contract Offer 34; and

(10) Services under Contract Offer No. 34 will be eligible for discounts under the Managed Value Plan (MVP) offer in Section 19. (N)

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

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer (Cont'd)

22.34.3 Terms and Conditions (Cont'd)

(B) (Cont'd)

(11) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 34 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet. (N)

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

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer (Cont'd)

22.34.4 Upgrade Option

(A) If the Customer requests that the new OC-12 and/or OC-192 Dedicated Ring Service be converted to a different higher grade service in the same MSA as covered under this contract offering, such conversions are subject to the following conditions:

(1) The aggregate of the monthly payments of the upgraded service over the term of such service (the "Upgrade Service Revenue Value") must be equal to or greater than the aggregate of the monthly payments of the remaining Term Period (the "Existing Service Revenue Value").

(2) If the Upgrade Service Revenue is less than the Existing Service Revenue Value, the Customer may make a one-time payment equal to the difference between the Upgrade Service Revenue and the Existing Service Revenue Value. This payment must be made before the Telephone Company begins work on the requested upgrade.

(3) Otherwise the Customer must notify the Telephone Company in writing of its desire to convert to the upgraded service. The Telephone Company will terminate Contract Offer No. 34 and termination liability charges as determined in accordance with Section 22.34.6. will apply. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer (Cont'd)

22.34.5 Rates and Charges

(A) OC-12 Dedicated Ring Service Rates and Charges:

Customer shall pay the following Nonrecurring Charges (NRC) and Monthly Recurring Charge (MRC) for the new OC-12 Dedicated Ring Service:

Nonrecurring Charges (NRC):

Administrative Charge-OC-12 (ORCMX)	$ 60.00
Design and Central Office Connection Charge-OC-12 (NRBCL)	$ 600.00

Monthly Recurring Charge (MRC):

OC-12 Dedicated Ring Service	$15,778.00

The OC-12 Dedicated Ring Service MRC includes the following components:

OC-12 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5DX	1
Central Office Node	FC5DX	2
Mileage	IL5XX	31

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer (Cont'd)

22.34.5 Rates and Charges (Cont'd)

(B) OC-12 Dedicated Ring Additional Services Rates and Charges:
Customer may subscribe to the following additional OC-12 Dedicated Ring services at the MRC rates below:

OC-12 Dedicated Ring	USOC	MRC
OC-12 Node (Per Node)	FP5DX	$ 3,542.00
	FP5DA	$ 2,410.00
	FC5DX	
OC3 Ports @ OC12 Node	SPREX	$ 138.00
DS3 Ports @ OC-12	SPRCX	$ 110.40
Mileage	IL5XX	$ 239.20

If a node is added after the initial installation of the OC-12 Dedicated Ring, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last 12 (twelve) months or less of the Term Period, the customer will be billed the node MRC for a minimum period of 12 (twelve) months.

(C) OC-192 Dedicated Ring Service Rates and Charges:
Customer shall pay the following Nonrecurring Charges (NRC) and Monthly Recurring Charge (MRC) for the new OC-192 Dedicated Ring Service:

Nonrecurring Charges (NRC):
Administrative Charge-OC-192 (ORCMX) $ 60.00
Design and Central Office Connection Charge-OC-192 (NRBCL) $2,250.00

Monthly Recurring Charge (MRC):
OC-192 Dedicated Ring Service $183,172.00

The OC-192 Dedicated Ring Service MRC includes the following components:

OC-192 Dedicated Ring	USOC	Quantity
Customer Premise Node	GP5AX	3
Central Office Node	GC5AX	4
Add/Drop Capability	MXRGX	7
Mileage	IL5XX	75

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer (Cont'd)

22.34.5 Rates and Charges (Cont'd)

(D) OC-192 Dedicated Ring Additional Services Rates and Charges:
Customer may subscribe to the following additional OC-192 Dedicated Ring services at the MRC rates below:

OC-192 Dedicated Ring	USOC	MRC
OC-192 Node (Per Node)	GP5AX	$ 20,240.00
	GP5AA	$ 18,078.00
	GC5AX	
Additional Add/Drop Capability, Per Arrangement	MXRGX	$ 4,600.00
Optical to Electrical	MXJGX	$ 1,840.00
Mileage, Per Mile OC-192	IL5XX	$ 239.20
Ports - DS3 at OC-192 Node	S9QGX	$ 93.50
Ports - OC12 at OC192 Node	S9NGX	$ 345.00

If a node is added after the initial installation of the OC-192 Dedicated Ring, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last 12 (twelve) months or less of the Term Period, the customer will be billed the node MRC for a minimum period of 12 (twelve) months.

(N)

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

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer (Cont'd)

22.34.5 Rates and Charges (Cont'd)

(E) During the Term Period, the Customer may subscribe to the following DS1 subtending services, up to the capacity of the OC-12 and/or OC-192 Dedicated Ring, at the MRC rates below:

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service LDC - Zone	USOC	MRC
Zone 1	TZ4X1	$ 94.76
Zone 2	TZ4X2	$ 102.12
Zone 3	TZ4X3	$ 112.24
Zone 4	TZ4X4	$ 120.52
Zone 5	TZ4X5	$ 127.88

(2) Channel Mileage Termination (CMT) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$ 34.87
Zone 2	CZ4X2	$ 35.51
Zone 3	CZ4X3	$ 42.69
Zone 4	CZ4X4	$ 51.29
Zone 5	CZ4X5	$ 53.13

(3) Channel Mileage (CM) – Per Mile - Bit Rate 1.544 Mbps:

DS1 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$ 14.03
Zone 2	1YZX2	$ 14.49
Zone 3	1YZX3	$ 14.77
Zone 4	1YZX4	$ 15.23
Zone 5	1YZX5	$ 16.24

When a DS1 is added to the OC-12 or OC-192 Dedicated Ring, the DS1 will be co-terminus with the initial Term Period.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer (Cont'd)

22.34.5 Rates and Charges (Cont'd)

(F) During the Term Period, the Customer may subscribe to the following DS3 subtending services, up to the capacity of the OC-12 and/or OC-192 Dedicated Ring, at the MRC rates below:

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 44.736 Mbps:

DS3 Service LDC - Zone	USOC	MRC
Zone 1	TZUP1	$ 1,104.00
Zone 2	TZUP2	$ 1,113.20
Zone 3	TZUP3	$ 1,168.40
Zone 4	TZUP4	$ 1,196.00
Zone 5	TZUP5	$ 1,205.20

(2) Channel Mileage Termination (CMT) – Per Point of Termination:

DS3 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$ 242.88
Zone 2	CZ4X2	$ 248.40
Zone 3	CZ4X3	$ 270.48
Zone 4	CZ4X4	$ 318.32
Zone 5	CZ4X5	$ 322.00

(3) Channel Mileage (CM) – Per Mile:

DS3 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$ 54.05
Zone 2	1YZX2	$ 56.35
Zone 3	1YZX3	$ 58.65
Zone 4	1YZX4	$ 67.62
Zone 5	1YZX5	$ 69.00

(4) Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1:

DS3 Service 3/1 MUX - Zone	USOC	MRC
Zone 1	QM3X1	$ 428.72
Zone 2	QM3X2	$ 437.00
Zone 3	QM3X3	$ 450.80
Zone 4	QM3X4	$ 473.80
Zone 5	QM3X5	$ 483.00

When a DS3 is added to the OC-12 or OC-192 Dedicated Ring, the DS3 will be co-terminus with the initial Term Period. However, if a DS3 is added during the last 12 months or less of the Term Period, the customer will be billed the DS3 MRC for a minimum period of 12 (twelve) months. (N)

(N)

(This page is filed under Transmittal No. 1407)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.34 Contract Offer No. 34 – Dedicated Ring Service Offer (Cont'd)

22.34.6 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates Contract Offer 34 before the completion of the Term Period for any reason, Customer must pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's three (3) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: Customer with a $200,000 monthly recurring charge terminates service after one (1) year and has twenty-four (24) months remaining in a three (3) year term plan. The termination liability would be calculated as:

$200,000 X 24 X 50% = $2,400,000 termination liability charge.

(N)

(N)

22. Pricing Flexibility Contract Offerings

22.35 Contract Offer No. 35 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack)

22.35.1 General Description

Wireless Advantage Managed Services - WinBack (WAMS - WinBack) Offer (Contract Offer No. 35) is an access discount plan that provides Customers with a discount on the recurring rates for a new OC-192 Dedicated Ring Service and a one (1) time billing credit of $1,552,000. This offer is only available to Customers who meet the terms and conditions as described in Section 22.35.3 below.

22.35.2 Services Available Under Contract Offer 35

(A) Contract Offer No. 35 applies to qualified access services contained in Ameritech Operating Companies Tariff F.C.C. No. 2 ("Qualified Access Services"), listed in Table A below:

Table A

Service	General Basic Description	Rates and Charges	
DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7
OC-192 Dedicated Ring Service	7.2.11	22.35.4(B)	

(B) All terms and conditions for the Qualified Access Services listed above are governed by the respective tariff sections, except as noted in this Contract Offer No. 35.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.35 Contract Offer No. 35 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack) (Cont'd)

22.35.3 WAMS-WinBack Terms and Conditions

The following terms and conditions apply to this Contract Offer No. 35:

(A) Eligibility Criteria

(1) The OC-192 Dedicated Ring Service must be located within the following MSAs where the Telephone Company has been granted pricing flexibility:

Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee/Waukesha, Racine and Sheboygan, Wisconsin; and

(2) All traffic on the Qualified Access Service(s) must originate or terminate on a wireless carrier's network.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.35 Contract Offer No. 35 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack) (Cont'd)

22.35.3 WAMS–WinBack Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Customer must order a new OC-192 Dedicated Ring Service with four (4) nodes and convert a minimum of five-hundred and forty-five (545) DS1's and twenty-three (23) DS3's ("Dedicated Ring Network");

(2) Customer must present reasonable and verifiable information, which includes but is not limited to circuit detail or coordinated move orders, to demonstrate the DS1 and DS3 services being converted under this Contract Offer No. 35 are currently being provided by a carrier other than the Telephone Company or its affiliates;

(3) Customer must subscribe to the Qualified Access Services in accordance with the regulations set forth in F.C.C. No 2, Section 5;

(4) Rate stability under this Contract Offer No. 35 applies to the rates listed in Section 22.35.4. The Telephone Company reserves the right to change rates for Qualified Access Services included under this Contract Offer No. 35. In the event of such rate modifications rates for services as listed in Section 22.35.4 will not change;

(5) Qualified Access Services are subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 (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 filing tariff changes at any time during the Term Period. However such tariff modifications will not change the terms and conditions described in this Contract Offer No. 35;

(6) The Customer shall not be permitted to combine discounts available under this Contract Offer No. 36, or to apply revenues subject to this Contract Offer No. 36, with other contract offers pursuant to Section 22; except that the Customer shall be permitted to combine discounts available under this Contract Offer No. 36 with, or to apply revenues subject to this Contract Offer No. 36 to, the discounts, incentives and revenues subject to the WAMS-VIP contract offer set forth in Section 22.28;

(7) Services under this Contract Offer No. 35 will not be eligible for benefits under the Managed Value Plan (MVP) offering in F.C.C. No. 2, Section 19;

(8) This Contract Offer No. 35 is available October 2, 2004 through November 2, 2004;

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.35 Contract Offer No. 35 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack) (Cont'd)

22.35.3 WAMS-WinBack Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(9) To subscribe to this Contract Offer No. 35, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company. The LOS shall contain the effective date ("Effective Date") and the Access Customer's Name Abbreviation(s) (ACNA) and must be signed by the Customer and the Telephone Company's representative;

(10) Cancellation charges will apply if the Customer cancels the LOS after the Customer has signed the LOS and prior to commencement of the Term Period. The Telephone Company will invoice the Customer and the Customer will be liable for cancellation charges that equal the actual costs incurred by the Telephone Company up to the date of cancellation;

(11) If the Customer requests modifications to the network design after the construction has been completed for the Customer under Contract Offer No. 35, the Customer will pay the Telephone Company time and material charges for each Customer request, as described in F.C.C. No. 2, Section 13. Modifications of the network design are limited to: reconfiguration of existing ports, shelf rearrangements, node moves, ring design provisioning changes and customer premise rearrangements; and

(12) If the Customer discontinues the OC-192 Dedicated Ring Service during the Term Period, termination liability charges will apply in accordance with Section 22.35.6.

(C) Term Period

(1) The contract term for this OC-192 Dedicated Ring Service (Term Period) is eighty-four (84) months commencing on the "In-Service Date." The In-Service Date is the date the Telephone Company turns over and Customer accepts the OC-192 Dedicated Ring, the DS3s and at least four hundred-ninety (490) DS1s that comprise the Dedicated Ring Network, as defined in Section 22.35.3(B)(1). Each twelve (12) month period beginning with the In-Service Date shall be a Term Year. This offer is not renewable;

(2) At the expiration of the Term Period, the Customer may choose from the payment options in F.C.C. No. 2, Section 7 for Ameritech OC-192 Dedicated Ring Service and

(3) If at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from F.C.C. No. 2, Section 7, the Customer's billing will convert to the monthly extension rates found in F.C.C. No. 2, Section 21.

(N)

(This page filed under Transmittal No. 1411)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.35 Contract Offer No. 35 – Wireless Advantage Managed Services – WinBack (WAMS – WinBack) Offer (Cont'd)

22.35.4 Credits, Rates and Charges

(A) The one (1) time billing credit of $1,552,000 will be credited to the Customer's bill sixty (60) days following the Effective Date;

(B) OC-192 Dedicated Ring Service Rates and Charges:

(1) Any applicable Nonrecurring Charges (NRC) will be charged at the rates listed in F.C.C. No 2 , Section 21;

(2) Customer shall pay the Monthly Recurring Charge (MRC) of $91,175 for the new OC-192 Dedicated Ring Service effective on the In-Service Date. The OC-192 Dedicated Ring Service MRC includes the components listed in Table B, below:

Table B:

OC-192 Dedicated Ring	USOC	Quantity
Customer Premise Node	GP5AX	1
Central Office Node	GC5AX	3
Add/Drop Capability	MXRGX	4
DS3 Ports @ OC-192	S9QGX	384
Mileage	IL5XX	33

(N)

(N)

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

22.35 Contract Offer No. 35 – Wireless Advantage Managed Services – WinBack (WAMS – WinBack) Offer (Cont'd)

22.35.4 Credits, Rates and Charges (Cont'd)

(3) Customer may purchase additional OC-192 Dedicated Ring Services at the MRC listed in Table C below:

Table C:

Description		USOC	MRC
OC-192 Node (Per Node)	Customer Premise - First	GP5AX	$ 12,355.00
	Customer Premise - Additional	GP5AA	$ 10,990.00
	Central Office	GC5AX	
OC-192 Add/Drop	Per Node	MXRGX	$ 2,800.00
Ports	OC-3/OC-3c @ OC-192 Node	S9NEX	$ 94.50
	OC-12/OC-12c @ OC-192 Node	S9NgX	$ 252.00
	OC-48/OC-48c @ OC-192 Node	S9NJX	$ 630.00
	DS3 @ OC-192 Node	S9QGX	$ 77.00
	100 Mbps Ethernet (STS-1) @ OC-192 Node	S9TNX	$ 91.00
	100 Mbps Ethernet (STS-3c) @ OC-192 Node	S9TOX	$ 112.00
	100 Gbps Ethernet (STS-1) @ OC-192 Node	S9TPX	$ 140.00
	100 Gbps Ethernet (STS-3c) @ OC-192 Node	S9TQX	$ 140.00
	100 Gbps Ethernet (STS-12c) @ OC-192 Node	S9TRX	$ 350.00
	100 Gbps Ethernet (STS-24c) @ OC-192 Node	S9TSX	$ 595.00
Optical to Electrical	Per OC-192 Node	MXJGX	$ 1,400.00
Mileage - OC-192	Per Mile between Nodes	IL5XX	$ 154.00
Dedicated Ring Regenerator	Each (as required)	RGY	$ 5,180.00

If a node is added after the initial installation of the OC-192 Dedicated Ring, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the node MRC for a minimum period of twelve (12) months.

(C) Customer shall pay the rates and charges listed in F.C.C. No. 2, Sections 7 and/or 21, as applicable, for all DS1 and DS3 service capacity of the Dedicated Ring Network. (N)

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

22.35 Contract Offer No. 35 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack) (Cont'd)

22.35.5 WAMS-Winback Merger/Acquisitions

(A) Assignment/Successors

(1) The terms and conditions of the Contract Offer No. 35 shall continue in full force and effect if the Customer merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity.

(2) If the Customer wishes to assign or transfer its rights and obligations under this Contract Offer No. 35 ("Contract Offer Subscription"), the Telephone Company will permit such transfer or assignment upon receipt of written notice from the Customer and if none of the following conditions are met:

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

(b) 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 a rating organization for a possible downgrade or;

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

(i) Fair or below in a composite credit appraisal published by Dun and Bradstreet, or;

(ii) High risk in a Paydex score as published by Dun and Bradstreet. (N)

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

22.35 Contract Offer No. 35 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack) (Cont'd)

22.35.6 Termination

The termination liability language contained below applies in lieu of termination liability language contained in F.C.C. No. 2, Section 7. If the Customer elects to terminate its Contract Offer Subscription during the Term Period, written notification must be provided to the Telephone Company indicating the Customer's intention to terminate its Contract Offer Subscription. This notification must include the date upon which the Customer wishes to terminate its Contract Offer Subscription.

If Customer terminates Contract Offer No. 35 before the completion of the Term Period , Customer will pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.2.11. Customer's termination liability charges for termination of service shall be equal to:

(A) For termination of the OC-192 Dedicated Ring Service:

(1) For termination that occurs between one (1) and twelve (12) months after the In-Service Date, one-hundred percent (100%) of the one (1) time billing credit plus 50% of all monthly recurring charges for the OC-192 Dedicated Ring Service for the balance of the Customers eighty-four (84) month Term Period;

(2) For termination that occurs after twelve (12) months 50% of all monthly recurring charges for the OC-192 Dedicated Ring Service for the balance of the Customers eighty-four (84) month Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: Customer with a $91,175 monthly recurring charge terminates service after sixty (60) months and has twenty-four (24) months remaining in a eighty-four (84) month term plan. The termination liability would be calculated as:

$91,175 X 24 X 50% = $1,094,100 termination liability charge

(B) Termination of any DS1 and DS3 services ordered under this Contract Offer No. 35 will be governed by F.C.C. No 2, Section 7. (N)

(N)

22. Pricing Flexibility Contract Offerings

22.36 Contract Offer No. 36 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack)

22.36.1 General Description

Wireless Advantage Managed Services - WinBack (WAMS - WinBack) Offer (Contract Offer No. 36) is an access discount plan that provides Customers with a discount on the recurring rates for a new OC-48 Dedicated Ring Service and a one (1) time billing credit of $299,600. This offer is only available to Customers who meet the terms and conditions as described in Section 22.36.3 below.

22.36.2 Services Available Under Contract Offer 36

(A) Contract Offer No. 36 applies to qualified access services contained in Ameritech Operating Companies Tariff F.C.C. No. 2 ("Qualified Access Services"), listed in Table A below:

Table A

Service	General Basic Description	Rates and Charges	
DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7
OC-48 Dedicated Ring Service	7.2.11	22.36.4(B)	

(B) All terms and conditions for the Qualified Access Services listed above are governed by the respective tariff sections, except as noted in this Contract Offer No. 36.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.36 Contract Offer No. 36 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack) (Cont'd)

22.36.3 WAMS-WinBack Terms and Conditions

The following terms and conditions apply to this Contract Offer No. 36:

(A) Eligibility Criteria

(1) The OC-48 Dedicated Ring Service must be located within the following MSAs where the Telephone Company has been granted pricing flexibility:

Akron, Cleveland/Lorain/Elyria, Columbus, Dayton and Toledo, Ohio; and

(2) All traffic on the Qualified Access Service(s) must originate or terminate on a wireless carrier's network.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.36 Contract Offer No. 36 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack) (Cont'd)

22.36.3 WAMS–WinBack Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Customer must order a new OC-48 Dedicated Ring Service with three (3) nodes and convert a minimum of two hundred-six (206) DS1's and eleven (11) DS3's ("Dedicated Ring Network");

(2) Customer must present reasonable and verifiable information, which includes but is not limited to circuit detail or coordinated move orders, to demonstrate the DS1 and DS3 services being converted under this Contract Offer No. 36 are currently being provided by a carrier other than the Telephone Company or its affiliates;

(3) Customer must subscribe to the Qualified Access Services in accordance with the regulations set forth in F.C.C. No 2, Section 5;

(4) Rate stability under this Contract Offer No. 36 applies to the rates listed in Section 22.36.4. The Telephone Company reserves the right to change rates for Qualified Access Services included under this Contract Offer No. 36. In the event of such rate modifications rates for services as listed in Section 22.36.4 will not change;

(5) Qualified Access Services are subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 (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 filing tariff changes at any time during the Term Period. However such tariff modifications will not change the terms and conditions described in this Contract Offer No. 36;

(6) The Customer shall not be permitted to combine discounts available under this Contract Offer No. 36, or to apply revenues subject to this Contract Offer No. 36, with other contract offers pursuant to Section 22; except that the Customer shall be permitted to combine discounts available under this Contract Offer No. 36 with, or to apply revenues subject to this Contract Offer No. 36 to, the discounts, incentives and revenues subject to the WAMS-VIP contract offer set forth in Section 22.28;

(7) Services under this Contract Offer No. 36 will not be eligible for benefits under the Managed Value Plan (MVP) offering in F.C.C. No. 2, Section 19;

(8) This Contract Offer No. 36 is available October 2, 2004 through November 2, 2004;

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.36 Contract Offer No. 36 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack) (Cont'd)

22.36.3 WAMS-WinBack Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(9) To subscribe to this Contract Offer No. 36, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company. The LOS shall contain the effective date ("Effective Date") and the Access Customer's Name Abbreviation(s) (ACNA) and must be signed by the Customer and the Telephone Company's representative;

(10) Cancellation charges will apply if the Customer cancels the LOS, after the Customer has signed the LOS and prior to commencement of the Term Period. The Telephone Company will invoice the Customer and the Customer will be liable for cancellation charges that equal, the actual costs incurred by the Telephone Company up to the date of cancellation;

(11) If the Customer requests modifications to the network design after the construction has been completed for the Customer under Contract Offer No. 36, the Customer will pay the Telephone Company time and material charges for each Customer request, as described in F.C.C. No. 2, Section 13. Modifications of the network design are limited to: reconfiguration of existing ports, shelf rearrangements, node moves, ring design provisioning changes and customer premise rearrangements; and

(12) If the Customer discontinues the OC-48 Dedicated Ring Service during the Term Period, termination liability charges will apply in accordance with Section 22.36.6.

(C) Term Period

(1) The contract term for this OC-48 Dedicated Ring Service (Term Period) is eighty-four (84) months commencing on the "In-Service Date". The In-Service Date is the date the Telephone Company turns over and Customer accepts the OC-48 Dedicated Ring, the DS3s and at least one hundred-eight five (185) DS1s that comprise the Dedicated Ring Network, as defined in Section 22.36.3(B)(1). Each twelve (12) month period beginning with the In-Service Date shall be a Term Year. This offer is not renewable;

(2) At the expiration of the Term Period, the Customer may choose from the payment options in F.C.C. No. 2, Section 7 for Ameritech OC-48 Dedicated Ring Service and

(3) If at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from F.C.C. No. 2, Section 7, the Customer's billing will convert to the monthly extension rates found in F.C.C. No. 2, Section 21.

(N)

(This page filed under Transmittal No. 1412)

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

22.36 Contract Offer No. 36 – Wireless Advantage Managed Services – WinBack (WAMS – WinBack) Offer (Cont'd)

22.36.4 Credits, Rates and Charges

(A) The one (1) time billing credit of $299,600 will be credited to the Customer's bill sixty (60) days following the Effective Date;

(B) OC-48 Dedicated Ring Service Rates and Charges:

(1) Any applicable Nonrecurring Charges (NRC) will be charged at the rates listed in F.C.C. No 2 , Section 21;

(2) Customer shall pay the Monthly Recurring Charge (MRC) of $27,708 for the new OC-48 Dedicated Ring Service effective on the In-Service Date. The OC-48 Dedicated Ring Service MRC includes the components listed in Table B, below:

Table B:

OC- 48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	1
Central Office Node	FC5EX	2
Add/Drop Capability	MPEFX	8
DS3 Ports	SPRKX	48
OC-3 Ports	SPRJX	16
Mileage	IL5XX	29

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.36 Contract Offer No. 36 – Wireless Advantage Managed Services – WinBack (WAMS – WinBack) Offer (Cont'd)

22.36.4 Credits, Rates and Charges (Cont'd)

(3) Customer may purchase additional OC-48 Dedicated Ring Services at the MRC listed in Table C below:

Table C:

OC- 48 Dedicated Ring		USOC	MRC
OC-48 Node (Per Node)	Customer Premise -First	FP5EX	$ 3,772.00
	Customer Premise-Additional	FC5EX	$ 3,352.00
	Central Office Node	FC5EX	
Add/Drop Capability	Per Node	MPEFX	$ 772.00
Ports	DS1 Ports	SPRLX	$ 36.00
	DS3 Ports	SPRKX	$ 88.00
	OC-3/OC-3c Ports	SPRJX	$ 108.00
	OC-12/OC-12c Ports	SPRHX	$ 288.00
	100Mbps Ethernet (STS-1)	S9TGX	$ 104.00
	100Mbps Ethernet (STS-3c)	S9TKX	$ 160.00
	1 Gbps Ethernet (STS-1)	S9TJX	$ 160.00
	1 Gbps Ethernet (STS-3c)	S9TKX	$ 160.00
	1 Gbps Ethernet (STS-12c)	S9TLX	$ 400.00
	1 Gbps Ethernet (STS-24c)	S9TMX	$ 680.00
Mileage	Per Mile between Nodes	IL5XX	$ 176.00
Dedicated Ring Regenerator	Each (As Required)	RGY	$ 2,096.00

If a node is added after the initial installation of the OC-48 Dedicated Ring, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the node MRC for a minimum period of twelve (12) months.

(C) Customer shall pay the rates and charges listed in F.C.C. No. 2, Sections 7 and/or 21, as applicable, for all DS1 and DS3 service capacity of the Dedicated Ring Network. (N)

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

22.36 Contract Offer No. 36 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack) (Cont'd)

22.36.5 WAMS-Winback Merger/Acquisitions

(A) Assignment/Successors

(1) The terms and conditions of the Contract Offer No. 36 shall continue in full force and effect if the Customer merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity.

(2) If the Customer wishes to assign or transfer its rights and obligations under this Contract Offer No. 36 ("Contract Offer Subscription"), the Telephone Company will permit such transfer or assignment upon receipt of written notice from the Customer and if none of the following conditions are met:

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

(b) 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 a rating organization for a possible downgrade or;

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

(i) Fair or below in a composite credit appraisal published by Dun and Bradstreet or;

(ii) High risk in a Paydex score as published by Dun and Bradstreet. (N)

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

22.36 Contract Offer No. 36 – Wireless Advantage Managed Services - WinBack (WAMS–WinBack) (Cont'd)

22.36.6 Termination

The termination liability language contained below applies in lieu of termination liability language contained in F.C.C. No. 2, Section 7. If the Customer elects to terminate its Contract Offer Subscription during the Term Period, written notification must be provided to the Telephone Company indicating the Customer's intention to terminate its Contract Offer Subscription. This notification must include the date upon which the Customer wishes to terminate its Contract Offer Subscription.

If Customer terminates Contract Offer No. 36 before the completion of the Term Period , Customer will pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.2.11. Customer's termination liability charges for termination of service shall be equal to:

(A) For termination of the OC-48 Dedicated Ring Service:

(1) For termination that occurs between one (1) and twelve (12) months after the In-Service Date, one-hundred percent (100%) of the one (1) time billing credit plus 50% of all monthly recurring charges for the OC-48 Dedicated Ring Service for the balance of the Customers eighty-four (84) month Term Period;

(2) For termination that occurs after twelve (12) months 50% of all monthly recurring charges for the OC-48 Dedicated Ring Service for the balance of the Customers eighty-four (84) month Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: Customer with a $27,708 monthly recurring charge terminates service after sixty (60) months and has twenty-four (24) months remaining in a eighty-four (84) term plan. The termination liability would be calculated as:

$27,708 X 24 X 50% = $332,496 termination liability charge

(B) Termination of any DS1 and DS3 services ordered under this Contract Offer No. 36 will be governed by F.C.C. No 2, Section 7. (N)

22. Pricing Flexibility Contract Offerings (N)

22.37 Contract Offer No. 37 – Dedicated Ring Service Renewal Offer

22.37.1 General Description

Dedicated Ring Service Renewal Offer (Contract Offer No. 37) permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.37.5 for the renewal of a existing OC-48 Dedicated Ring Service and associated renewal of existing DS1 and DS3 special access transport bandwidth, that together make up an OC-48 Dedicated Ring Network.

22.37.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the Contract Offer No. 37 discount:

(1) Service must be located in the following Pricing Flexibility MSA: Columbus, Ohio;
(2) Customer must renew an existing OC-48 Dedicated Ring Service and DS1 and DS3 services subtending the OC-48 Dedicated Ring Service at the rates listed in Section 22.37.5(A);
(3) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(B) Contract Offer No. 37 applies to pricing flexibility qualified access services contained in tariff sections:
(1) OC-48 Dedicated Ring Service - Ameritech Tariff F.C.C. No. 2, Section 21; and
(2) DS1 Service and DS3 Service – Ameritech Tariff F.C.C. No. 2, Section 21.

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

22. Pricing Flexibility Contract Offerings (Cont'd)

22.37 Contract Offer No. 37 – Dedicated Ring Service Renewal Offer (Cont'd)

22.37.3 Terms and Conditions

(A) Term Period

The contract term is three (3) years, (Term Period) commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's completion of the access service order. This offer is not renewable.

At the expiration of the Term Period, Customer may choose from the payment options as described in:

(1) F.C.C. No. 2, Section 7 for OC-48 Dedicated Ring Service; and
(2) F.C.C. No. 2, Section 7 for DS3 and DS1 Service.

If at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections above, for DS1 and DS3, the services will be converted to the monthly rates found in Section 21.5.2 or Section 7; and for the OC-48 Dedicated Ring Service, the services will be converted to the monthly extension rates found in Section 21.5.2 or Section 7, as applicable.

Rate stability under the Term Period applies only to the rates specific to Contract Offer No. 37 as listed in Section 22.37.5. Purchase of the services listed above under Contract Offer No. 37 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, and such tariff modifications will not change the terms and conditions described in Contract Offer No 37.

(N)

(N)

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

22.37 Contract Offer No. 37 – Dedicated Ring Service Renewal Offer (Cont'd)

22.37.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer No. 37 is only available October 2, 2004 through November 2, 2004;

(2) Customer must submit a Letter of Authorization / Firm Order Commitment (LOA-FOC);

(3) If the Customer should discontinue service under Contract Offer No. 37 during the Term Period, termination liability charges will apply in accordance with Section 22.37.6;

(4) If the Customer requests additional ports, nodes, miles, or other SONET services not in service at the time the Customer subscribes to this Contract Offer 37, the Customer will pay the rates for those additions as contained in Section 22.37.5 (B);

(5) If the Customer requests modifications to the network design currently existing for the Customer under Contract Offer No. 37, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include but are not limited to reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(6) Customer must subscribe to the services available under this Contract Offer No. 37 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(7) The Customer will not be able to subscribe to any other contract offering in Section 22 in conjunction with Contract Offer No. 37 that might be offered by the Telephone Company for services covered under this Contract Offer 37; and

(8) Services under Contract Offer No. 37 will be eligible for discounts under the Managed Value Plan (MVP) offer in Section 19.

(N)

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

22.37 Contract Offer No. 37 – Dedicated Ring Service Renewal Offer (Cont'd)

22.37.3 Terms and Conditions (Cont'd)

(B) (Cont'd)

(9) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 37 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet or;

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

(N)

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

22.37 Contract Offer No. 37 – Dedicated Ring Service Renewal Offer (Cont'd)

22.37.4 Upgrade Option

(A) If the Customer requests that the renewed OC-48 Dedicated Ring Service be converted to a different higher grade service in the same MSA covered under this Contract Offer No. 37, such conversions are subject to the following conditions:

(1) The aggregate of the monthly payments with respect to the upgraded service over the term of such service ("Upgrade Service Revenue Value") must be equal to or greater than the aggregate of the monthly payments with respect to Contract Offer No. 37 over the remainder of the Term Period ("Existing Service Revenue Value");

(2) If the Upgrade Service Revenue is less than the Existing Service Revenue Value, the Customer may make a one-time payment equal to the difference between the Upgrade Service Revenue and the Existing Service Revenue Value. This payment must be made before the Telephone Company begins work on the requested upgrade; or

(3) The Customer must notify the Telephone Company in writing of its desire to convert to the upgraded service. The Telephone Company will terminate Contract Offer No. 37 and termination liability charges as determined in accordance with Section 22.37.6. will apply. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.37 Contract Offer No. 37 – Dedicated Ring Service Renewal Offer (Cont'd)

22.37.5 Rates and Charges

(A) OC-48 Dedicated Ring Service Renewal Rate is a flat Monthly Recurring Charge (MRC) of $34,205.60 with the capacity limits listed below:

OC- 48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	1
Central Office Node	FC5EX	2
Add/Drop Capability	MPEFX	9
DS3 Ports @ OC-48	SPRKX	94
Mileage	IL5XX	23

(B) OC- 48 Dedicated Ring Renewal Additional Services Rates and Charges: Customer may subscribe to the following additional OC-48 Dedicated Ring services at the MRC rates below:

OC- 48 Dedicated Ring	USOC	MRC
Customer Premise Node	FP5EX	$ 5,418.80
Central Office Node	FC5EX	$ 4,820.80
Add/Drop Capability	MPEFX	$ 1,076.40
DS3 Ports @ OC-48	SPRKX	$ 110.40
Regenerator	RGY	$ 2,410.40
Mileage	IL5XX	$ 239.20

If a node is added to the OC-48 Dedicated Ring, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last 12 (twelve) months or less of the Term Period, the customer will be billed the node MRC for a minimum period of 12 (twelve) months.

(N)

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

22.37 Contract Offer No. 37 – Dedicated Ring Service Renewal Offer (Cont'd)

22.37.5 Rates and Charges (Cont'd)

(C) All existing DS1 Services will be renewed at the rates listed below:

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service LDC Zone	USOC	MRC
Zone 1	TZ4X1	$ 90.16
Zone 2	TZ4X2	$ 97.52
Zone 3	TZ4X3	$ 105.80
Zone 4	TZ4X4	$ 108.56
Zone 5	TZ4X5	$ 111.32

(2) Channel Mileage Termination (CMT) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$ 20.01
Zone 2	CZ4X2	$ 20.47
Zone 3	CZ4X3	$ 21.85
Zone 4	CZ4X4	$ 23.69
Zone 5	CZ4X5	$ 25.53

(3) Channel Mileage (CM) – Per Mile - Bit Rate 1.544 Mbps:

DS1 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$ 10.30
Zone 2	1YZX2	$ 10.40
Zone 3	1YZX3	$ 10.49
Zone 4	1YZX4	$ 10.58
Zone 5	1YZX5	$ 10.67

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.37 Contract Offer No. 37 – Dedicated Ring Service Renewal Offer (Cont'd)

22.37.5 Rates and Charges (Cont'd)

(D) All existing DS3 services will be renewed at the rates listed below:

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 44.736 Mbps:

DS3 Service LDC - Zone	USOC	MRC
Zone 1	TZUP1	$ 791.20
Zone 2	TZUP2	$ 800.40
Zone 3	TZUP3	$ 846.40
Zone 4	TZUP4	$ 864.80
Zone 5	TZUP5	$ 874.00

(2) Channel Mileage Termination (CMT) – Per Point of Termination:

DS3 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$ 193.20
Zone 2	CZ4X2	$ 202.40
Zone 3	CZ4X3	$ 211.60
Zone 4	CZ4X4	$ 220.80
Zone 5	CZ4X5	$ 230.00

(3) Channel Mileage (CM) – Per Mile:

DS3 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$ 26.68
Zone 2	1YZX2	$ 28.52
Zone 3	1YZX3	$ 30.36
Zone 4	1YZX4	$ 34.04
Zone 5	1YZX5	$ 35.88

(4) Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1:

DS3 Service 3/1 MUX - Zone	USOC	MRC
Zone 1	QM3X1	$ 391.00
Zone 2	QM3X2	$ 400.20
Zone 3	QM3X3	$ 414.00
Zone 4	QM3X4	$ 427.80
Zone 5	QM3X5	$ 441.60

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.37 Contract Offer No. 37 – Dedicated Ring Service Renewal Offer (Cont'd)

22.37.6 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates Contract Offer No. 37 before the completion of the Term Period for any reason, Customer must pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of Contract Offer No. 37shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's three (3) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: Customer with a $45,000 monthly recurring charge terminates service after three (1) year and has twenty-four (24) months remaining in a three (3) year term plan. The termination liability would be calculated as:

$45,000 X 24 X 50% = $540,000 termination liability charge.

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service – One Year Term

22.38.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.38.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Champaign-Urbana, Chicago, Decatur, Peroria/Pekin, Rockford, Springfield, IL; Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Muncie, South Bends, IN; Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing MI; Akron, Cleveland-Lorain-Elyria, Columbus, Toledo, OH; Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.38.2 Contract Terms

(A) Contract Offering No. 38 is available during the purchase period, which begins October 29, 2004 and ends April 29, 2005.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 38.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 38 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.38.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.38.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 38 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 38 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 38 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 38 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 38.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 38 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.38.2 (K). (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.38.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 38 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 38 terminated and the termination charges described in 22.38.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 22.38.3 (B).

(K) The customer may elect to discontinue Contract Offering No. 38 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.38.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 38 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 38, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 38.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated (N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.38.2 Contract Terms (Cont'd)

(L) (Cont'd)

Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 38 terminated. If Contract Offering No. 38 is terminated during the initial contract term, the termination charges described in 22.38.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.38.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.38.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.38.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

(This page filed under Transmittal No. 1416)

22. Pricing Flexibility Contract Offering (Cont'd)

22.38 Contract Offering No. 38 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.38.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term

22.39.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.39.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Champaign-Urbana, Chicago, Decatur, Peroria/Pekin, Rockford, Springfield, IL; Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Muncie, South Bends, IN; Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing MI; Akron, Cleveland-Lorain-Elyria, Columbus, Toledo, OH; Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.39.2 Contract Terms

(A) Contract Offering No. 39 is available during the purchase period, which begins October 29, 2004 and ends April 29, 2005.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 39.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 39 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.39.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.39.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 39 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 39 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 39 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 39 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 39.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 39 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.39.2 (K). (N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.39.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 39 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 39 terminated and the termination charges described in 22.39.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 39 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.39.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 39 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 39, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 39.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service- (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.39.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 39 terminated. If Contract Offering No. 39 is terminated during the initial contract term, the termination charges described in 22.39.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.39.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.39.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.39.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.39 Contract Offering No. 39 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.39.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$310.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term

22.40.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 326 Kbps of capacity.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.40.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Champaign-Urbana, Chicago, Decatur, Peroria/Pekin, Rockford, Springfield, IL; Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Muncie, South Bends, IN; Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing MI; Akron, Cleveland-Lorain-Elyria, Columbus, Toledo, OH; Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.40.2 Contract Terms

(A) Contract Offering No. 40 is available during the purchase period, which begins October 29, 2004 and ends April 29, 2005.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 40.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 40 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.40.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.40.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 40 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 40 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 40 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 40 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 40.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 40 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.40.2 (K). (N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.40.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 40 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 40 terminated and the termination charges described in 22.40.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 40 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.40.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 40 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 40, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 40.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service- (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.40.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 40 terminated. If Contract Offering No. 40 is terminated during the initial contract term, the termination charges described in 22.40.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.40.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.40.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.40.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.40 Contract Offering No. 40 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.40.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**	
Initial Contract Term	$200.00	$0.00	DZS1P	1ZZPZ	
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ	
Service Rearrangement	N/A	$100.00	NR9DT	N/A	
Special Access Surcharge	$ 25.00	N/A	S25	S25	(N)

(N)

22. Pricing Flexibility Contract Offerings

22.41 Contract Offer No. 41 – Optical Carrier Network (OCN) Point-to-Point OC-48 Offer

22.41.1 General Description

Optical Carrier Network (OCN) Point-to-Point OC-48 Offer is an access discount plan that permits customers located in Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates as described in Section 22.41.4, herein for new OCN Point-to-Point OC-48 Services. Customers must meet the Terms and Conditions listed in Section 22.41.3, below. This Contract Offer is available in the MSA listed in Section 22.41.3 (B) and is only available November 11, 2004 through , December 11, 2004.

22.41.2 Services Available Under OCN Point-to-Point OC-48 Offer

(A) OCN Point-to-Point OC-48 Offer applies to pricing-flexibility-qualified access services contained in the following tariff section:

(1) Optical Carrier Network (OCN) Point-to-Point OC-48 Ameritech Tariff F.C.C. No. 2, Section 21.5.2.8

22.41.3 OCN Point-to-Point OC-48 Offer Terms and Conditions

(A) Term Period

The Contract Term (Term Period) is four (4) years commencing on the date the billing begins. Billing commences no more than five (5) days following the Telephone Company's completion of the service order. This offer is not renewable.

If at the expiration of Customer's contract term period, the Customer elects to continue service, the Customer shall select from payment options in Ameritech Tariff F.C.C. No. 2, Section 21.5.2.8; otherwise, the Customer will be billed the monthly extension rate as described in Section 21.5.2.8 (C).

(N)

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

22.41 Contract Offer No. 41 – Optical Carrier Network (OCN) Point-to-Point OC-48 Offer (Cont'd)

22.41.3 OCN Point-to-Point OC-48 Offer Terms and Conditions (Cont'd)

(A) Term Period (Cont'd)

Monthly Recurring (MRC) and Non-Recurring (NRC) Rates in Sections 22.41.4 (A) and (B), herein will not change during the Term Period. Modifications as listed on 22.41.3 (B) for the services purchased pursuant to this Contract Offer are subject to certain rates and charges in other sections of this tariff, as applicable, and those rates and charges may be modified through the filing of tariff revisions at any time during the term period. Such tariff modifications will not change the terms and conditions described in this Contract Offer.

Purchase of the services listed above are also subject to general terms and conditions of Ameritech Tariff F.C.C. No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff revisions at any time during the term period. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.41 Contract Offer No. 41 – Optical Carrier Network (OCN) Point-to-Point OC-48 Offer (Cont'd)

22.41.3 OCN Point-to-Point OC-48 Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer is only available for circuits located in the following Metropolitan Statistical Area:

Phase 2 Pricing Flexibility MSA
(a) Racine, Wisconsin

(2) Contract Offer No. 41 is only available November 11, 2004 through December 11, 2004.

(3) Customer must purchase all of the rate elements listed in Section 22.41.4 (A) Table A, herein.

(4) Service must be for new installation orders only.

(5) If Customer should discontinue this service during the term period, termination charges will apply in accordance with Section 22.41.5, herein.

(6) Customer must subscribe to this service in accordance with the regulations set forth in Ameritech Tariff F.C.C. No.2, Section 5.

(7) Customer must submit a Letter of Authorization / Firm Order Commitment (LOA-FOC).

(8) If, after the Telephone Company receives the Letter of Authorization-Firm Order Commitment (LOA-FOC), but before service begins, the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.41 Contract Offer No. 41 – Optical Carrier Network (OCN) Point-to-Point OC-48 Offer (Cont'd)

22.41.3 OCN Point-to-Point OC-48 Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(9) The Customer may request modifications to any of the services covered under this Contract Offer. If the requested modifications comply with the following conditions, then Termination Liabilities, as outlined in Section 22.41.5, herein, will not apply.

(a) Upgrades to the configuration of any services covered under this Contract Offer will be allowed any time during the Term Period. The total revenue for the entire term of the upgraded service must be equal to or greater than the total revenue of the remaining term of the existing contract.

Upgrades are defined as any one of the following:

(i) In aggregate, Capacity of Service is the same or higher than existing capacity;
(ii) Term period is equal to or greater than existing contract term;
(iii) Monthly revenue for the upgraded service is equal to or greater than Monthly Recurring Charges (MRC) of Contract Offer No. 41.

(b) Customer will be allowed to modify the circuit arrangement on subtending services.

(c) This Contract Offer will permit OC-48 system moves subsequent to the contract initiation for one-end moves within the same wire center. Other types of moves will not be permitted.

(d) The Telephone Company will terminate Contract Offer No. 41 for other modifications made that are not listed above.

(e) If the total term period revenue of the upgraded service is less than the total revenue for the remaining term of the existing contract, the customer can make a one-time payment equal to the difference of the total revenue of the remaining term minus the total revenue of the upgraded service. The one-time payment is payable before the requested modifications are completed.

(f) If the customer elects not to make a one-time payment, then the Telephone Company will terminate this Contract Offer and termination liability charges will apply as defined in Section 22.41.5, herein. In the event a termination liability is incurred, Customer will be notified prior to a bill being rendered.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.41 Contract Offer No. 41 – Optical Carrier Network (OCN) Point-to-Point OC-48 Offer (Cont'd)

22.41.3 OCN Point-to-Point OC-48 Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(10) For services covered under this Contract Offer, the Customer will not be permitted to combine any future discount that might be offered by the Telephone Company.

(a) The Customer may purchase other Special Services in addition to this offer from Ameritech Tariff F.C.C. No. 2, Section 7 or 21. For such other new services not covered under Contract Offer No. 41, the Customer will be permitted to take advantage of any available contract, discount or promotional plan that might be offered by the Telephone Company for which the Customer must meet all terms and conditions.

(11) If the Customer wishes to assign or transfer its use of services under this Contract Offer 41, pursuant to Ameritech Tariff F.C.C. No. 2, Section 2.1 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in Ameritech Tariff F.C.C. No. 2, Section 2.1 are met, unless 1) the proposed assignee, transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

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

(N)

(This page is filed under Transmittal No. 1419)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.41 Contract Offer No. 41 – Optical Carrier Network (OCN) Point-to-Point OC-48 Offer (Cont'd)

22.41.4 Rates and Charges

(A) Table A - Monthly Recurring Charges (MRC)

OC-48/OC-48c Point-to-Point Service	USOC	Quantity	MRC
Local Distribution Channel Per Point of Termination			
- Terminating Bit Rate 2488.32 Mbps	TMECS	1	
Features and Functions			
- Add/Drop Multiplexing Per Arrangement (not to exceed 12 DS3s or equivalent)	MXRFX	4	
1+1 Protection			
- Per Local Distribution Channel (LDC)	P8T	1	
- with Route Survivability Per Quarter Route Mile	S2DXY	98	
Total Monthly Recurring Rate for all Elements			**$18,535**

(B) The Non-Recurring Charges (NRC) are in Ameritech Tariff F.C.C. No. 2 , Section 21.5.2.11 (Installation and Rearrangement Charges).

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.41 Contract Offer No. 41 – Optical Carrier Network (OCN) Point-to-Point OC-48 Offer (Cont'd)

22.41.5 Termination Liability

The termination liability language below applies in lieu of the termination liability language contained in Ameritech Tariff F.C.C. No. 2. If the Customer terminates services before the completion of the Term Period, the Customer must pay to the Telephone Company termination liability charges as described below. The Customer shall become liable for these charges as of the effective date of the service cancellation or termination. Customer's termination liability for cancellation of service shall be equal to:

60% of all recurring charges for the balance of Customer's four (4) year term.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in Term Period) multiplied by (Termination percentage of 60%)

Example: Customer with a $18,535 monthly rate terminates service after three years and has 12 months remaining in the four-year term period. The termination liability would be calculated as:

$18,535 X 12 X 60% = $ 133,452 termination liability charge.

(N)

22. Pricing Flexibility Contract Offerings (N)

22.42 Contract Offer No. 42 – OC-48 Dedicated Ring Service Offer

22.42.1 General Description

OC-48 Dedicated Ring Service (Contract Offer No. 42) permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to renew an existing 60-month Term Pricing Plan (TPP) for an additional 12 months with an option to renew annually for three (3) consecutive years at the rates described in Section 22.42.42 for OC-48 rings. Customers must meet the eligibility criteria described in Section 22.42.3. Contract Offer No. 42 is only available in the MSA listed in Section 22.42.4(B) (1).

Contract Offer No. 42 is available to Customers with an OC-48 Dedicated Ring Service with four (4) nodes and an existing 60-month TPP which has or will expire by November 30, 2004. The OC-48 Dedicated Ring Service may include additional DS3 and DS1 Services.

Contract Offer No. 42 is only available between November 13, 2004, and December 13, 2004 and is not renewable.

22.42.2 Services Available Under OC-48 Dedicated Ring Service Offer

(A) Contract Offer No. 42 applies to pricing-flexibility-qualified access services contained in the following tariff sections:

(1) OC-48 Dedicated Ring Service – Ameritech Tariff F.C.C. No. 2, Section 7 and 21 for MSAs.
(2) DS1 Service and DS3 Service - Ameritech Tariff F.C.C. No. 2, Section 7 and 21 for MSAs.

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

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

22.42 Contract Offer No. 42 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.42.3 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the OC-48 Dedicated Ring Service Offer:

(1) Service must be a pricing-flexibility-qualified service as described in Section 22.42.2(A);

(2) Service must be located in the MSA listed in 22.42.4(B)(1); and

(3) Contract Offer No. 42 is available to Customers with an OC-48 Dedicated Ring Service with four (4) nodes, and an existing 60-month TPP which has or will expire by November 30, 2004 or the promotion in Ameritech Tariff F.C.C. No. 2, Section 17.2 (11) to qualify for Contract Offer No. 42.

22.42.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is 12 months (1 year), commencing on the date the Telephone Company completes the access service order. Billing will commence no later than 30 days after the Term Period commences. This offer is renewable annually for three (3) consecutive years.

At the expiration of the Term or Renewal Period, the Customer may choose from payment options in accordance with the regulations as described in:

(1) Ameritech Tariff F.C.C. No. 2, Section 21 for OC-3, OC-12 and OC-48 Dedicated Ring Service, DS1 and DS3 Services.

If, at expiration, the Customer does not choose a payment option described above, or does not choose to disconnect service, the services will be converted to monthly extension rates found in Section 21.5.2.7 for DS1 and DS3 or the monthly extension rates found in Section 21.5.2.9 for OC-48 Dedicated Ring Service. (N)

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

22.42 Contract Offer No. 42 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.42.4 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer 42 is only available for circuits located in the following Metropolitan Statistical Area (MSA):

(a) Phase 1 Pricing-Flexibility MSA: Chicago, IL

(2) Contract Offer 42 is only available November 13, 2004 through December 13, 2004.

(3) Customer must submit a Letter of Authorization / Firm Order Commitment (LOA-FOC).

(4) If the Customer should discontinue service under Contract Offer 42 during the Term Period, termination liability charges will be determined in accordance with Section 22.42.6.

(5) Customer must subscribe to this Contract Offer in accordance with the regulations set forth in Ameritech Tariff F.C.C. No. 2, Section 5.

(6) Rate stability under this Contract Offer applies only to the rates specific to Contract Offer No. 42, as described in Section 22.42.5.

(7) Purchase of the services listed above under Contract Offer 42 are also subject to general terms and conditions of F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period. Such tariff modifications will not change the regulations described in Contract Offer No. 42.

(8) If, after the Telephone Company received the Letter of Authorization-Firm Order Commitment (LOA-FOC), but before service begins, the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer must pay the cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation. (N)

ACCESS SERVICE

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.42 Contract Offer No. 42 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.42.4 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(9) During the Term Period, the Customer may issue service orders increasing nodes or mileage of the OC-48 Dedicated Ring Network, not to exceed the limits listed below. Appropriate rates will apply for the additions as set forth in Section 22.42.5.

OC-48 Dedicated Ring	4 Nodes
Dedicated Ring Mileage	22 Miles

(10) Customer will not be able to subscribe to any future contract offerings in Section 22 in conjunction with Contract Offer No. 42.

(11) Revenues under this Contract Offer will not be eligible for inclusion in the Managed Value Plan (MVP) offering in Ameritech Tariff F.C.C. No. 2, Section 19.

(12) Customers who subscribe to Contract Offer 42 may move DS1 and DS3 (Node to Node on Ring) circuits that are on the ring (as described in Tariff F.C.C. 2, section 7.2.11), and will not incur termination liability. Circuits that traverse off the ring incur termination liability for the respective service, i.e., DS1, DS3 in Tariff F.C.C. 2, Section 7 and 21. Disconnect orders associated with node to node moves do not have to be coordinated with add orders provided the following condition is met:

(a) New service location is within the Chicago MSA.

(13) Customers who subscribe to Contract Offer 42 may disconnect DS1 and DS3 ring port to port services as listed in Ameritech Tariff F.C.C. No. 2, Sections 7 and 21 without changing the Term Period or incurring termination liability.

(14) If the Customer requests modifications to Contract Offer 42 network design originally constructed for the Customer under Contract Offer 42, the Customer must pay the Telephone Company time and material charges for each modification, as described in Ameritech Tariff F.C.C. No. 2, Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangements, node moves, ring design provisioning changes and customer premises rearrangements.

(15) If the Customer requests additional bandwidth, ring nodes, ring mileage, drop ports or other service feature and functions, the Customer must pay the tariff rates for those additions, as contained in Ameritech Tariff F.C.C. No. 2, Section 7-Special Access and 21-Metropolitan Statistical Area Access Services.

(N)

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

22.42 Contract Offer No. 42 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.42.5 Rates and Charges

All rates and charges for renewal Term Periods are found in Ameritech Tariff F.C.C. 2, Section 21.5.2.9.

22.42 .6 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 7.4.10(C). If the Customer terminates Contract Offer No. 42 before the completion of the Term or Renewal Period for any reason, the Customer must pay to the Telephone Company termination liability charges, as described in this section. The termination liability charges shall become due as of the effective date of the cancellation or termination of service, and are payable as described in Ameritech Tariff F.C.C. No. 2, Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

- 50% of all recurring charges for the balance of Customer's one (1) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a $20,000 monthly rate terminates service after two months and has ten months remaining in a one year billing period. The termination liability charge would be calculated as:

$20,000 X 10 X 50% = $100,000 termination liability charge. (N)

22. Pricing Flexibility Contract Offerings

(N)

22.43 Contract Offer No. 43 – Special Access Service Offer

22.43.1 General Description

(Nx)

The Special Access Service Offer (Contract Offer No. 43) is an access discount pricing plan requiring subscription from Customers under the following Access Tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No 2, Nevada Bell Telephone Company Tariff F.C.C. No. 1, Pacific Bell Telephone Company Tariff F.C.C. No. 1, Southwestern Bell Telephone Company Tariff F.C.C. No. 73, and The Southern New England Telephone Company Tariff F.C.C. No. 39. The plan requires Customers to maintain a Minimum Annual Revenue Commitment (MARC) for five (5) years. Contract Offer No. 43 is available to any Customer with at least $18.5 million in cumulative annual recurring revenue for qualified access services in the SBC Interstate Access Tariffs as identified above. The qualified access services for the : Ameritech Operating Companies (Ameritech) are listed in Section 22.43.3 (B). The Customer must meet the Eligibility Criteria as described in Section 22.43.2 and the Terms and Conditions as described in Section 22.43.3.

(Nx)

The Customer must meet a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year term. In the event the Customer does not meet its MARC as of each anniversary date, the Customer will be required to remit a payment, via the Annual True-Up process described in Section 22.43.4(D), otherwise termination liability charges will apply. Contract Offer No. 43 will only be available November 17, 2004 through January 17, 2005.

22.43.2 Eligibility Criteria

The following Eligibility Criteria must be met in order to receive Contract Offer No. 43 discounts:

(A) Contract Offer No. 43 is only available for services located in the following Metropolitan Statistical Areas (MSAs): Champaign-Urbana, Chicago, Davenport/Rock Island/Moline, Decatur, Peroria/Pekin, Rockford, Springfield, St Louis, IL; Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Louisville, Muncie, South Bends, IN; Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing, Saginaw-Bay City-Midland, MI; Akron, Cleveland-Lorain-Elyria, Columbus, Dayton, Toledo, OH; Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

If the Telephone Company receives pricing flexibility relief in additional MSAs, the Customer will be able to use services and/or revenue from those areas to meet MARC commitments upon adjustment of the MARC for those incremental revenues as defined in Section 22.43.4.

(B) The Customer cannot subscribe to this Contract Offer No. 43 concurrently with SBC's MVP offering in Section 19;

(C) The Customer must have a minimum of $18.5 million in cumulative annual recurring revenue for Voice Grade (VG), Base Rate (DS0), DS1, DS3, Optical Carrier Network (OCN) Point-to-Point (PTP), Gigabit Ethernet Metropolitan Area Network (GigaMAN), and Dedicated Ring Services from this Contract Offer and the Contract Offers listed in Section 22.43. 3 (A).

(x) Issued under Authority of Special Permission No. 04-075 of F.C.C.

(N)

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

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.2 Eligibility Criteria (Cont'd)

(D) The Customer must maintain an Access Service Ratio, equal to or greater than 98%. The Access Service Ratio is defined in Section 22.43.3(H) and will be measured monthly.

22.43.3 Terms and Conditions (Nx)

(A) Concurrent Subscription

The Customer must concurrently subscribe to the parallel Contract Offers of Contract Offer No. 43 pursuant to the following tariffs:

(1) SWBT Tariff F.C.C No. 73, Section 41, Contract Offer No. 31.
(2) Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section 33, Contract Offer No. 34.
(3) Nevada Tariff F.C.C. No. 1, Section 23, Contract Offer No. 2.
(4) The Southern New England Telephone Company Tariff F.C.C. No. 39, Section 25, Contract Offer No. 6. (Nx)

(B) Subject Services

Contract Offer No. 43 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) VG/DS0 Services – Ameritech Tariff F.C.C. No. 2, Sections 7.5.3, 7.5.9 (A) for Phase I MSAs, and Sections 21.5.2.3, 21.5.2.7 (A) for Phase II MSAs;
(2) DS1/DS3 Service - Ameritech Tariff F.C.C. No. 2, Sections 7.5.9 (B), 7.5.9(C) for Phase I MSAs and Section 21.5.2.7 (B), 21.5.2.7 (C) for Phase II MSAs;
(3) OCN PTP Service/OC48/OC48c/OC192 Service – Ameritech Tariff F.C.C. No. 2, Section 7.5.10 for Phase I MSAs and Section 21.5.2.8 for Phase II MSAs;
(4) Dedicated Ring Service – Ameritech Tariff F.C.C. No. 2, Sections 7.5.11 for Phase I MSAs, and Sections 21.5.2.9 for Phase II MSAs.
(5) Gigabit Ethernet Metropolitan Area Network (GigaMAN) Service – Ameritech Tariff F.C.C. No. 2, Section 7.5.13 for Phase I MSAs and Section 21.5.2.16 for Phase II MSAs.

All Terms and Conditions for the Subject Services listed above are governed by their respective tariff sections except as noted herein. Annual recurring revenue generated from these services will be used in the MARC calculations defined in Section 22.43.4. (N)

(x) Issued under Authority of Special Permission No. 04-075 of F.C.C.

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.3 Terms and Conditions (Cont'd)

(C) Term Period

The contract term (Term Period) is five (5) years commencing on the date the Telephone Company receives a completed Letter of Authorization (LOA) from the Customer. Contract Offer No. 43 is not renewable.

Subject Services to which the Customer already subscribes as of the commencement of the Term Period, or any Subsequently Added Services to which Customer subscribes after commencement of the Term Period in accordance with the terms set forth herein, must be on five (5) year term payment plans or converted to five (5) year term payment plans (where available) in order to receive discounts pursuant to this Contract Offer. If five (5) year term is not available, the Customer must select from the longest term plan available for the service. The Customer may select from any term plan available for purchases of new Subject Services.

(D) Discounts

Discounts will be applied 60 days after the close of each quarter beginning with the first three months after contract commencement. Discounts will be applied each quarter that the Customer complies with MARC requirements, all Eligibility Criteria, and all Terms and Conditions. MARC calculations are discussed in Section 22.43.4 and the application of discounts is detailed in Section 22.43.5.

(E) General

Services are subject to certain rates, charges, and general Terms and Conditions in other sections of F.C.C. Tariff No. 1, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such Terms and Conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the Terms and Conditions described in this Contract Offer. (N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 - DS1, DS3, SONET Service Offer (Cont'd)

22.43.3 Terms and Conditions (Cont'd)

(F) Contract Termination

If the Customer should terminate this Contract Offer during the Term Period, termination liability charges will apply in accordance with Section 22.43.8.

If the Customer fails to maintain any of the Terms and Conditions detailed in Section 22.43.3, the Telephone Company will notify the Customer in writing. The Customer will have 60 days to return to compliance. Failure to comply within 60 days will constitute a default and the Telephone Company shall have the right to terminate this contract. In the event of termination by Telephone Company, termination liability charges will apply as set forth in Section 22.43.8.

(G) Minimum Annual Revenue Commitment (MARC)

Customer must maintain a MARC (as described in Section 22.43.4) for each year in the Term Period of this Contract Offer.

(H) Access Service Ratio

As referenced in Section 22.43.2(D), the Customer and its affiliates must maintain an Access Service Ratio of 98% or greater. The ratio, calculated monthly, is the Access Revenue divided by Access Revenue plus Wholesale Revenue. To maintain compliance with this Contract Offer, the ratio must be greater than or equal to 98%. The 98% ratio is calculated as follows:

$$\frac{\text{Access Revenue}}{\text{Access Revenue + Wholesale Revenue}}$$

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

TABLE A:

Service	General/Basic Description
Voice Grade	7.2.3
Base Rate (DS0), DS1 and DS3 Services	7.2.9
OCN PTP	7.2.10
GigaMAN	7.2.13
Dedicated Ring Service	7.2.11

(2) Wholesale Revenue is the Customer's and its affiliates recurring billed revenue for associated rate elements, as defined in Table B, not included in the interstate tariff(s).

(N)

(This page filed under Transmittal No. 1423)

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

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.3 Terms and Conditions (Cont'd)

(H) Access Service Ratio (Cont'd)

TABLE B:

Service Level	Associated Rate Elements Not Included in Interstate Tariff
DS1/LT1	**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/LT3	**DS3 Loop** **DS3 Entrance Facilities** **DS3 Interoffice Transport** **DS3 Cross Connects** **DS1/DS3 Multiplexing** **All DS3 non-tariffed Committed Information Rate Broadband Services**
OC-3 **OC-12** **OC-48**	**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 Transport Products	**Dark Fiber – Interoffice** **Dark Fiber – Loop** **Dark Fiber – Subloop** **Dark Fiber Cross Connects** **Unbundled Dedicated Transport**

(N)

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

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.3 Terms and Conditions (Cont'd)

(H) Access Service Ratio (Cont'd)

(3) As new rate elements are introduced to Table A in this section, all recurring revenues associated with the new rate elements will automatically be added to the Customer's Access Revenue, as defined in this section, for calculation of the Access Service Ratio.

(4) As new rate elements are introduced to Table B in this section, all recurring revenues associated with the new rate elements will automatically be added to the Customer's Wholesale Revenue, as defined in this section, for calculation of the Access Service Ratio.

(5) If the Customer fails to meet the Access Service Ratio in any given month of the term, upon notification from the Telephone Company, the Customer has ten (10) business days to notify the Telephone Company in writing that it will meet or exceed the 98% Access Services Ratio within 60 days. Failure to achieve compliance in 60 days will constitute a default and the Telephone Company shall have the right to terminate this Contract Offer. In the event of a termination by the Telephone Company, termination liability charges will apply as set forth in Section 22.43.8.

(6) Credits will not be issued until the Customer has met the 98% Access Services Ratio.

(I) The Customer will not be able to subscribe to any future Contract Offerings in Section 22 in conjunction with this Contract Offer or that might be offered by the Telephone Company for Subject Services covered under this Contract Offer.

(J) The Customer must pay billed charges in full for the Term Period of the contract, excluding amounts being disputed. The Telephone Company will provide Customer written notice of a non-compliance situation. Customer will have ten (10) business days from receipt of the written notice to comply. If the Customer does not comply, the Telephone Company shall have the right to terminate this Contract Offer. In the event of termination by the Telephone Company, termination liability charges as set forth in Section 22.43.8 will apply. Credits will not be issued until the Customer has paid all billed charges (excluding disputes). (N)

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

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.3 Terms and Conditions (Cont'd)

(K) Any disputed billing amounts that have been resolved in favor of the Telephone Company are due and payable as described in Section 2.4 and Section 22.43.3 (J) above.

(L) The Customer must provide, at the time of subscription, all of the Access Customer Name Abbreviation (ACNA), Other Company Name (OCN) and/or Tiecodes (collectively " Company Code(s)") that the Customer designates for inclusion in this Contract Offer. Company Code(s) may be added by the Customer after initial subscription but are subject to revenue and calculation requirements discussed in Section 22.43.4 (B). Customer shall not incur any termination liability under the relevant tariffs as a result of adding any such Company Code(s).

22.43.4 Minimum Annual Revenue Commitment (MARC)

(A) Calculation of the MARC

Under Contract Offer No. 43, the Customer must establish and maintain a MARC. The MARC will be calculated as outlined in this section. The MARC for the first year will be established when the Telephone Company receives the Letter Of Authorization (LOA) from the Customer and the Customer identifies the Company Code(s) that will be included in this Contract Offer pursuant to Section 22.43.3 (L).

The Customer's MARC for Year 1 is calculated based on the total of the previous three (3) months recurring revenue (recalculated to five-year term rates where applicable pursuant to Section 22.43.3 (C) for all Subject Services identified in Section 22.43.3 (B) from the SBC Tariffs identified in Section 22.43.3 (A) in eligible pricing flexibility MSAs, multiplied by four (4):

(Prior 3 months recurring revenue) x 4 = Year 1 MARC. The MARC for years 2 through 5 will be recalculated at each annual contract anniversary date.

Example for Year 1 MARC Establishment:

The Customer's prior 3 months recurring revenue re-rated to 5 year term rates is $5M. The Customer's Year 1 MARC would be $20M. ($5M X 4).

The MARC for years 2 through 5 will be recalculated at each annual contract anniversary date as follows:

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

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

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(A) Calculation of the MARC (Cont'd)

Example for Year 2 MARC Establishment:

The Customer's prior 3 months recurring revenue is $4M. The Customer's Year 2 MARC is $20M. ($4M X 4 = $16M < $20M). In this example the Customer's prior 3 months recurring revenue multiplied by 4 is less than the Year 1 MARC.

If the Value is less than the Year 1 MARC, then the Year 1 MARC will be used for Year 2.

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

If the Telephone Company receives additional pricing flexibility relief for MSAs that are not listed in Section 22.43.2, the Telephone Company will recalculate the MARC to incorporate recurring revenues from those areas and will include those revenues in the calculations discussed in Section 22.43.4 (B).

(B) Calculations to Achieve the MARC

Recurring revenue will be counted to determine whether the Customer achieves its MARC based on the following criteria:

(1) Revenue from Existing Services

Recurring revenue from Subject Services to which the Customer subscribes as of the commencement of the Term Period and which are billed under the specific Company Code(s) provided by the Customer pursuant to Section 22.43.3 (L) will be included in the calculation used to achieve the MARC effective upon the commencement of the Term Period. (N)

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

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Calculations to Achieve the MARC (Cont'd)

(2) Revenue from Subsequently Added Services

Recurring revenue from Subject Services to which the Customer does not subscribe as of the commencement of the Contract Term Period will not be included in the calculations used to achieve the MARC except as specifically allowed in this subsection. Subject Services ordered prior to, and/or purchased after subscription to this Contract Offer and not subscribed to by the Customer as of the commencement of the Contract Term Period will be considered Subsequently Added Services.

Subsequently Added Services will be recalculated to five (5) year term payment plans in accordance with Section 22.43.3(C). Recurring revenue generated from these Subsequently Added Services may only be used in the calculations used to achieve the MARC after (1) the Telephone Company issues a completed service order, (2) the Customer has been billed for the Subsequently Added Services, and (3) the Subsequently Added Services are qualified under one of the following provisions:

(a) First Six (6) Months After Contract Subscription

Within the first six (6) months of subscribing to this Contract Offer, the Customer can add one or more of its existing Company Code(s) (with its corresponding recurring revenue) not previously included by the Customer on the LOA at the time of subscription pursuant to this provision. The Customer must notify the Telephone Company in writing of its desire to include additional Company Code(s) and specify the Company Code(s) to be added. The recurring revenue from Subject Services of these Company Code(s) (recalculated to five (5) year term payment plans where applicable pursuant to Section 22.43.3(C)) may be eligible for the MARC discounts as detailed in Section 22.43.5 (A)(1). The recurring revenues from Subject Services of these added Company Code(s) are not eligible for above the MARC discounts detailed in Section 22.43.5 (A)(2) or win-back credits detailed in Section 22.43.5 (E) (N)

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

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Calculations to Achieve the MARC (Cont'd)

(2) Revenue from Subsequently Added Services (Cont'd)

(b) After the first six (6) Months of Contract Subscription

After the first six (6) months of subscribing to this Contract Offer, the Customer can add one or more of its existing Company Code(s) (with its corresponding recurring revenue) not previously included by the Customer on the LOA at the time of subscription pursuant to this provision.

If the Customer chooses to include any of its additional existing Company Code(s) after the first six (6) months of subscription to this contract, the Customer must notify the Telephone Company in writing of its desire to include additional Company Code (s) and specify the Company Code(s) added at which time the MARC developed pursuant to Section 22.43.4 (A) will be re-calculated and increased to reflect the additional Company Codes (recalculated to five (5) year term payment plans where applicable pursuant to Section 22.43.3(C)). The recurring revenue from Subject Services of these Company Codes may be eligible for the MARC discounts detailed in Section 22.43.5 (A),the above the MARC discounts detailed in Section 22.43.5 (A)(2) and the win-back credits detailed in Section 22.43.5 (E). (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43– Special Access Service Offer (Cont'd)

22.43.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Calculations to Achieve the MARC (Cont'd)

(3) Mergers and Acquisitions

If, after subscribing to this Contract Offer, the Customer merges with, acquires, is acquired by, sells all or substantially all its stock or assets to any other entity, or purchases all stock or substantially all stock or assets of another company (the foregoing generally referred to herein as a merger or acquisition) or establishes joint marketing arrangements with another company for Subject Services (including services currently or previously provided through the Telephone Company's network under any Company Code(s)), the Mergers and Acquisition provisions discussed in Section 22.43.7 will apply.

(C) MARC Adjustments

The Customer shall have the right to adjust the MARC downward by 10% or 20%. This adjustment can only be made one time during the life of the Contract Term Period anytime after the first 12 months of the Contract Term Period. If Customer exercises this option, reduced discounts (as specified in Table E Section 22.43.5 (B)) will apply for the remainder of the Contract Term Period, discounts previously provided during that contract year will be re-rated retroactively to reflect the reduced discount level, and certain provisions will no longer apply as detailed in Section 22.43.5 (B). If the Customer uses the MARC adjustment option in conjunction with any of the Merger and Acquisition options outlined in Section 22.43.7, reduced discounts will remain for the life of the Contract Term Period, and discounts previously received during that contract year will not be re-rated provided the Eligibility Criteria in Section 22.43.2, Terms and Conditions in Section 22.43.3 and the quarterly MARC schedule in Table D Section 22.43.5 have been met prior to the MARC adjustment, and certain provisions will no longer apply as detailed in Section 22.43.5.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(D) Failure to Achieve the MARC

If the Customer fails to achieve the annual MARC commitment as of the anniversary dates, the Customer will be notified by the Telephone Company.

The Customer must remit an Annual True-Up amount calculated as the difference between the annual MARC for the current plan year and the actual annual recurring revenue for the Subject Services.

If the Telephone Company does not receive the Annual True-Up amount within 30 days of the Customer's receipt of its notification, the Customer is deemed to have terminated this Contract Offer and termination liability charges will apply as set forth in Section 22.43.8.

(N)

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

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.5 Discounts and Other Credits

(A) Discount Schedule and Application

Table C below contains the level of discounts for this Contract Offer.

TABLE C:

Year	MARC Discount	Discount on Recurring Revenue above the MARC
1	7%	20%
2	9%	20%
3	10%	20%
4	11%	20%
5	12%	20%

Example for Year 1:

Customer's MARC = $20M
Customer's actual annual recurring revenues for Subject Services = $25M
Customer will receive a 7% discount on $20M (issued quarterly in accordance with subsection (1) below) and a 20% discount on $5M (issued annually in accordance with subsection (2))

(1) The Customer will receive MARC discounts quarterly on recurring revenues for all Subject Services up to the MARC. The discount will be applied 60 days after the close of the quarter. Recurring revenue above the MARC is subject to discounts discussed in Section 22.43.5 (A)(2) below. Recurring revenue from Company Codes added pursuant to Section 22.43.3 (L) will receive quarterly discounts described below at the time the codes are added.

The Customer will receive the quarterly discounts as long as the following percentages of the MARC have been achieved by the close of the quarter per Table D. Discounts will be withheld if the Customer does not meet the percentage requirements in any given quarter and discounts will not be issued until the Customer is in compliance with the MARC percentage schedule as outlined below.

Table D:

Quarter	% of MARC
1st	25%
2nd	50%
3rd	75%
4th	100%

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.5 Discounts and Other Credits (Cont'd)

(A) Discount Schedule and Application (Cont'd)

(1) (Cont'd)

For example, if the Customer has achieved 25% of the MARC by the close of the 1st quarter and is in compliance with all Terms and Conditions, discounts will be issued. If in the second quarter the Customer only achieves 40% of the MARC and all Terms and Conditions are met, discounts will be withheld. If by the 3rd quarter the Customer has achieved 75% of the MARC and is in compliance with all Terms and Conditions, discounts previously withheld in the 2nd quarter will be issued as well as discounts due for the 3rd quarter.

(2) The Customer will receive the 20% discount on recurring revenues above the MARC annually. The discount will be applied 60 days after each contract anniversary. Recurring revenue generated from services of Company Code(s) not identified at the time of subscription are not eligible for above the MARC discounts unless added pursuant to Section 22.43.3 (L) or Section 22.43.7.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.5 Discounts and Other Credits (Cont'd)

(B) MARC adjustments Discount Schedule and Application

Table E outlines discounts that the Customer will be eligible to receive depending on the MARC adjustment percentage chosen pursuant to Section 22.43.4 (C)

TABLE E:

MARC Adjustment	10%	20%
Discounts	Year 2 – 3% Year 3 – 4% Year 4 – 5% Year 5 – 6%	Year 2 – 2% Year 3 – 2% Year 4 – 3% Year 5 – 3%
Above MARC discount	Will only apply to revenue above the MARC used as the basis of the adjustment or the recurring revenue from the previous 3 months multiplied by 4, whichever is lower.	Will only apply to revenue above the MARC used as the basis of the adjustment or the recurring revenue from the previous 3 months multiplied by 4, whichever is lower.

For example, the Customer's year 1 MARC is $17M. The Customer's year 2 MARC is $18M (calculated as revenue from the last quarter in year 1 x 4). On the anniversary date at the end of year 2, the Customer's year 2 recurring revenue is $15M. The Customer elects to invoke the MARC adjustment option and adjust the MARC downward by 20%. The Customer's year 3 recalculated MARC is therefore $14.4M = ($18M x 80%).

The Customer's discounts (including any previously withheld) for year 2 will be recalculated to reflect levels as set forth in Table E and would total $300K ($15M * 2%). Any discounts that have been applied to the Customer's bill during year 2 in excess of $300K will be back-billed. The discount amount for year 3 is also 2% as set forth in Table E.

Discounts, on a going forward basis, will be based on the re-calculated MARC and will be subject to percentages as detailed in Table E.

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.5 Discounts and Other Credits (Cont'd)

(C) Non-Recurring Charges

The Telephone Company will waive Non-recurring charges associated with the purchase of VG, DS0, DS1, DS3, OCN PTP, GigaMan, and Dedicated Ring Services. In the event that these non-recurring charges are billed, The Telephone Company will credit these charges quarterly. Access Order and Special Construction charges will apply where applicable. Non-recurring charges will be credited quarterly as long as the Customer is in compliance with the Eligibility Criteria in Section 22.43.2 and the Terms and Conditions of this Contract Offer as specified in Section 22.43.3. If the Customer fails to meet the MARC on a contract anniversary date pursuant to Section 22.43.4 (A) and fails to pay the Annual True-Up as defined in Section 22.43.4 (D), the Customer will be back-billed the previous 12-months non-recurring charges previously waived or credited.

(D) Portability

The Telephone Company will waive termination liability charges for moves and/or disconnection of DS1, DS3, and OCN PTP Services. In the event that termination liability charges for these moves and/or disconnections are assessed, the Telephone Company will credit these charges quarterly provided the following criteria are met, and provided the Eligibility Criteria in Section 22.43.2, and Terms and Conditions in Section 22.43.3 have been met. If the Customer fails to meet the MARC on each contract anniversary date pursuant to Section 22.43.4 (A) and fails to pay the Annual True-Up as defined in Section 22.43.4 (D), the Customer will be back-billed the previous 12-months charges that were waived or credited for termination liability charges.

(1) The move, disconnect, and/or new service may be from any SBC Tariff as described in Section 22.43.1.

(2) DS1 Services
The Telephone Company will credit the Customer, quarterly, any termination liability charges assessed and not disputed for the move and/or disconnection of DS1s throughout the term of this Contract Offer No. 43, provided that the Eligibility Criteria in Section 22.43.2, and Terms and Conditions in Section 22.43.3 have been met.

(3) DS3, OC3 and OC12 Point to Point Services
The Telephone Company will credit the Customer, quarterly, for any termination liability charges assessed and not disputed for the move and/or disconnection of DS3s, OC3 PTP, and OC12 PTP throughout the Contract Term Period as long as the DS3, OC3 PTP or OC12 PTP has been in service for a minimum of one (1) year from the original installation date, and provided that the Eligibility Criteria in Section 43.43.2 and Terms and Conditions in Section 22.43.3 have been met.

(N)

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

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.5 Discounts and Other Credits (Cont'd)

(D) Portability (Cont'd)

(4) OC48 and OC192 Point to Point Services

The Telephone Company will credit the Customer, quarterly, for any termination liability charges assessed and not disputed for the move and/or disconnection of OC48 or OC192 PTP throughout the term of the Contract Term Period, as long as the OC48 PTP or OC192 PTP has been in service for a minimum of three (3) years from the original installation date, and provided that the Eligibility Criteria in Section 22.43.2 and Terms and Conditions in Section 22.43.3 have been met.

(E) Winback

Winback credits will be calculated and applied on each contract anniversary date, and shall be in addition to all other discounts and credits set forth in this Contract Offer. Recurring revenue generated from services of Company Code(s) not identified at the time of subscription are not eligible for win-back credits described below.

(1) The Customer will receive a 20% discount for the first 12 months of service for any DS1 or DS3 services moved to the Telephone Company's network that were previously provided by another company as long as the service is on the Telephone company's network for at least one year.

(2) The Customer will receive a 30% discount for the first 12 months of service for any OC3, OC12, OC48, and/or OC192 PTP or Dedicated Ring Service moved to the Telephone Company's network that were previously provided by another company as long as the service is on the Telephone Company's network for at least one year.

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

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd) (N)

22.43.6 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 43pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 2, Section 2.1.2, unless: (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent company has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly, more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.43.7 Mergers and Acquisitions

The Terms and Conditions of Contract Offer No. 43 shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain 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). During or after the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, either directly or through any affiliates, then billed, recurring revenue for Subject Services of the other company involved in the merger or acquisition will not be used in Calculations of the MARC as discussed in Section 22.43.4 (A) or Calculations to Achieve the MARC discussed in Section 22.43.4 (B), except as permitted by one of the provisions in this subsection. (N)

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

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.7 Mergers and Acquisitions (Cont'd)

The Customer must be meeting MARC commitments and all Eligibility Criteria and Terms and Conditions outlined in Sections 22.43.2 and 22.43.3 in order to exercise the provisions under this subsection.

Recurring revenue from Subject Services from the other entity involved in the merger or acquisition can not be used for any incentives or discounts contained in this Contract Offer except as permitted by one of the provisions outlined in this subsection.

The Customer shall have four one-time choices (per merger or acquisition) to incorporate revenue from the other company or companies involved in the merger or acquisition. If the Customer does not exercise any of the provisions in this subsection by the times specified in relation to the Transaction Close Date, the Customer will not be permitted to use existing or future Special Access revenues from the other company or companies involved in the merger or acquisition in the Calculation of the MARC or Calculations to Achieve the MARC discussed in Section 22.43.4 (A) & (B).

The acquisition and/or merger Transaction Close Date will be used to measure the length of time the following provisions are available. 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.

If the Customer has selected but not yet fully implemented one of the provisions in this subsection, the MARC adjustment calculation as detailed in Section 22.43.4 will only apply to the Customer's original (pre-merger or acquisition) MARC and will not include revenue from the other company involved in the merger or acquisition.

The Customer cannot combine any of the Merger and Acquisition provisions in this subsection. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd) (N)

22.43.7 Mergers and Acquisitions (Cont'd)

The Telephone Company will calculate Annual Total Special Access revenue of the other company involved in the merger or acquisition on the date the Customer selects one of the provisions in this subsection. The Annual Total Special Access revenue will be determined by calculating the prior three (3) months recurring revenue for Subject Services of the other company involved in the merger or acquisition multiplied by four (4). Until the Customer has fully implemented one of the provisions in this subsection, the Customer will not be eligible to earn above the MARC discounts discussed in Section 22.43.5 (A) (2) for revenue from the other company involved in the merger or acquisition until after it exceeds the Annual Total Special Access revenue. After the Customer has fully implemented one of the provisions in this subsection, the Customer will be eligible for above the MARC discounts discussed in Section 22.43.5 (A) (2) for revenue above the new combined MARC. (N)

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22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd) (N)

22.43.7 Mergers and Acquisitions (Cont'd)

22.43.7.1 Merger and Acquisition Provisions

(A) Mergers and Acquisitions – Access Services Ratio Impacting

If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company and inclusion of the recurring revenue from Subject Services from the other company or companies involved in the merger or acquisition into this Contract Offer will cause the Customer to fall below Access Services Ratio Terms and Conditions as defined in Section 22.43.3 (H), the Customer must select from Option 1 or 2 below in order to receive incentives and discounts for the other company involved in the merger or acquisition under this Contract Offer.

The Customer must fully comply with the Access Services Ratio Terms and Conditions within 18 months of the Transaction Close Date and must comply with the Access Conversion Schedule outlined in Table F below. As long as the Customer is in compliance with the Access Conversion Schedule and the Customer's existing revenue complies with the Access Services Ratio in Section 22.43.4 (H), the MARC discounts will continue to apply and the Customer shall not be considered out of compliance with the Access Services Ratio Terms and Conditions as defined in Section 22.43.3 (H).

If at any time the Customer does not comply with the Access Conversion Schedule outlined in Table F below, MARC discounts will be withheld and the Telephone Company will notify the Customer of non-compliance. The Customer will have 30 days to comply with the Access Conversion Schedule. If the Customer does not comply within 30 days, this Contract Offer will be considered in default, and the Telephone Company shall have the right to terminate this Contract Offer and termination liability charges will apply as detailed in Section 22.43.8. Notwithstanding the foregoing, if Telephone Company is primarily responsible for a delay in the Access Conversion Schedule, then the MARC discounts will continue to apply and the Customer shall not be considered out of compliance with the Access Services Ratio Terms and Conditions as defined in Section 22.43.3 (H) and the contract will not be considered in default, however, each party shall take all reasonable steps to comply as soon as possible. (N)

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(N)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.7 Mergers and Acquisitions (Cont'd)

22.43.7.1 Merger and Acquisition Provisions (Cont'd)

(A) Mergers and Acquisitions – Access Services Ratio Impacting (Cont'd)

Table F outlines the Unbundled Network Element (UNE) to Access conversion schedule that will be used to migrate the services.

Table F: Access Conversion Schedule

90 Day Period	Required Conversion Level
1st	10%
2nd	20%
3rd	50%
4th	75%
5th	85%
6th	100%

(N)

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

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.7 Mergers and Acquisitions (Cont'd)

22.43.7.1 Merger and Acquisition Provisions (Cont'd)

(A) Mergers and Acquisitions – Access Services Ratio Impacting (Cont'd)

(1) Option 1

(a) The Customer may establish a temporary MARC by adding 85% but not more than 100% (depending on the Customer's selection) of Special Access Services recurring revenue from the other company involved in the merger or acquisition for Subject Services billed by the Telephone Company to the Customer's existing MARC as outlined below for a period not to exceed 18 months from the Transaction Close Date.

(b) The Customer must exercise this option within 60 days following the Transaction Close Date.

(c) This option is not available in the 5th year of the Contract Term Period.

(d) The temporary MARC will be calculated by taking the last 3 months of applicable monthly recurring Special Access revenue for the other company involved in the merger or acquisition (from the date this option is selected) for Subject Services multiplied by four (4) multiplied by 85% to 100% (depending on the Customer's selection) and adding to that the Customer's existing MARC.

(e) A combined permanent MARC will be established no later than 18 months following the Transaction Close Date using the following calculation.

(i) The last 3 months (at the time of the calculation) of monthly recurring Special Access revenue for the other company involved in the merger or acquisition for Subject Services multiplied by four (4) and adding to that the Customer's existing MARC.

(ii) The permanent MARC must be at least 85% of temporary MARC as defined in Section 22.43.7.1 (A) (1) (d). (N)

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

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.7 Mergers and Acquisitions (Cont'd)

22.43.7.1 Merger and Acquisition Provisions (Cont'd)

(A) Mergers and Acquisitions – Access Services Ratio Impacting (Cont'd)

(2) Option 2

(a) The Customer must add at least 85% but no more than 100% (depending on the Customer's selection) of Special Access recurring revenue from the other company involved in the merger or acquisition for Subject Services billed by the Telephone Company to the Customer's existing MARC as outlined below for a period not to exceed 18 months from the Transaction Close Date.

(b) The Customer must exercise this option within 12 months following the Transaction Close Date

(c) This option is not available during the 5th year of the Contract Term Period.

(d) The MARC will be set by taking the last 3 months of applicable monthly recurring Special Access revenue from the other company involved in the merger or acquisition (on the date this option is selected) for Subject Services multiplied by four (4) and multiplied by 85% to 100% (depending on the Customer's selection) and adding to that the Customer's existing MARC.

(B) Mergers and Acquisitions – Access Services Ratio Not Impacting

If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company and inclusion of recurring revenue from Subject Services from the other company or companies involved in the merger or acquisition into this Contract Offer will not cause the Customer to fall below Access Services Ratio Terms and Conditions as defined in Section 22.43.3 (H), the Customer must select from option 3 or 4 below in order to receive incentives and discounts for the other company involved in the merger or acquisition under this Contract Offer. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43– Special Access Service Offer (Cont'd)

22.43.7 Mergers and Acquisitions (Cont'd)

22.43.7.1 Merger and Acquisition Provisions (Cont'd)

(B) Mergers and Acquisitions – Access Services Ratio Not Impacting (Cont'd)

(1) Option 3

(a) The Customer may establish a temporary MARC by adding 90% to 100% (depending on the Customer's selection) of Special Access recurring revenue from the other company involved in the merger or acquisition for Subject Services used to calculate the MARC to the extent outlined below for a period not to exceed 12 months from the Transaction Close Date.

(b) The Customer must exercise this option within 60 days following the acquisition Transaction Close Date.

(c) This option is not available during the 5th year of the Contract Term Period.

(d) The temporary MARC will be established by taking the last 3 months of applicable monthly recurring Special Access revenue, for the other company involved in the merger or acquisition (from the date this option is selected) for Subject Services multiplied by four (4) and multiplied by 90% to 100% (depending on the Customer's selection). This amount will be added to the Customer's existing MARC.

(e) A combined permanent MARC will be established no later than 12 months following the Transaction Close Date using the following calculation:

(i) The last three (3) months (at the time of the calculation) of monthly recurring Special Access revenues from the other company involved in the merger or acquisition for Subject Services multiplied by four (4) and adding to that the Customer's existing MARC.

(ii) The permanent MARC must be at least 85% of the temporary MARC as defined Section 22.43.7.1 (A) (4).

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43– Special Access Service Offer (Cont'd)

22.43.7 Mergers and Acquisitions (Cont'd)

22.43.7.1 Merger and Acquisition Provisions (Cont'd)

(B) Mergers and Acquisitions – Access Services Ratio Not Impacting (Cont'd)

(2) Option 4

(a) The Customer must add at least 90% but no more than 100% (depending on the Customer's selection) of Special Access recurring revenue from the other company involved in the merger or acquisition for Subject Services billed by the Telephone Company to the Customer's existing MARC to the extent outlined below for a period not to exceed 12 months from the Transaction Close Date.

(b) The Customer must exercise this option within 12 months of the Transaction Close Date.

(c) This option is not available during the 5th year of the Contract Term Period.

(d) The MARC will be set by taking the last 3 months of applicable monthly recurring Special Access revenue from the other company involved in the merger or acquisition (on the date this provision is selected) for Subject Services multiplied by four (4) and multiplied by 90% to 100% (depending on the Customer's selection) and adding to that the Customer's existing MARC.

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.8 Termination Liability

(A) Termination Liability Charges

If the Customer terminates Contract Offer No. 43 before the completion of the term for any reason whatsoever (other than a material default by the Telephone Company), the Customer must pay the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 90 days prior to the desired date of termination to the Telephone Company. This notification must include the date upon which the Customer will terminate the Contract Offer.

If the Customer fails to meet any of the eligibility criteria in Section 22.43.2, or fails to meet any of the Terms and Conditions in Section 22.43.3, then the Telephone Company shall provide the Customer with written notification of such non-compliance and the Customer will have sixty (60) days to comply. If the Customer does not comply within such time period, the Customer will be deemed to have terminated its participation in Contract Offer No. 43 and termination liability charges will apply as stated below and will be payable pursuant to F.C.C. No. 2, Section 2.4.

The Customer's termination liability charge shall be equal to:

100% of all Discounts under Contract Offer No. 43 for the six (6) months immediately prior to the date of termination; plus the following schedule:

(1) If terminated in Year 1, 10.0% of the Base MARC for the remaining portion of Year 1, plus 10% of the Base MARC for the remaining years of the Contract Offer.

(2) If terminated in Year 2 , 12.5% of the Year 2 MARC for the remaining portion of Year 2, plus 12.5% of the Year 2 MARC for the remaining years of the Contract Offer.

(3) If terminated in Year 3, 12.5% of the Year 3 MARC for the remaining portion of Year 3, plus 12.5% of the Year 3 MARC for the remaining years of the Contract Offer.

(N)

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

22.43 Contract Offer No. 43 – Special Access Service Offer (Cont'd)

22.43.8 Termination Liability (Cont'd)

(A) Termination Liability Charges (Cont'd)

(4) If terminated in Year 4, 12.5% of the Year 4 MARC for the remaining portion of Year 4, plus 12.5% of the Year 4 MARC for year 5.

(5) If terminated in Year 5, 10.0% of the Year 5 MARC for the remaining portion of Year 5.

(B) New Technology Termination

If the Customer wishes to move its services to new alternative technology (such as Broadband over power lines, Wi-MAX, DWDM, or optical switching technologies), the Customer shall qualify to reduce the MARC termination liability charges as detailed above by 50% in year 4 and/or 5 of this Contract Offer as long as the conditions in this subsection are met. The Customer shall have the right to move its services to new alternative technology and receive reduced termination liability as long as Eligibility Criteria in Section 22.43. 2 and all Terms and Conditions in Section 22.43.3 are met. The Customer must provide documentation that reasonably demonstrates that the new technology is an alternative to existing Subject Services.

For example, if the Customer wishes to terminate this Contract Offer due to a new technology in year 4 of the Contract Offer, the termination liability charge would be equal to 100% of discounts applied during the previous six-months as well as 6.25% of the Year 4 MARC for the remaining portion of year 4, plus 6.25% of the Year 4 MARC for year 5.

The Customer must notify SBC in writing at least 90 days prior to the start of year 4 if they wish to terminate in year 4 and invoke this provision or at least 90 days prior to the start of year 5 if they wish to terminate in year 5 and invoke this provision. This notification must include the date upon which the Customer will terminate the Contract Offer. Additionally, this provision is only available to the Customer if it has not exercised the 20% MARC adjustment option as detailed in Section 22.43.4 (C).

(C) This Section 22.43.8 sets forth the sole and exclusive remedies for termination of this Contract Offer No. 22, except for charges due and payable for Subject Services rendered prior to the date of termination and any non-recurring charges and/or termination liability charges that may become due and payable in accordance with Sections 22.43.5 (C) and (D). (N)

22. Pricing Flexibility Contract Offerings (N)

22.44 Contract Offer No. 44 – OC-12 Dedicated SONET Ring Service

22.44.1 General Description

OC-12 Dedicated SONET Ring Service (DSRS)(Contract Offer No. 44) is an access discount plan that permits Customers located in Phase 1 and 2 Pricing Flexibility Metropolitan Statistical Areas, (hereafter referred to as MSAs) to receive the discounts on a new OC-12 DSRS and subtending DS3s, as described in Section 22.44.6. The Customer must meet the eligibility criteria described in Section 22.44.3. Customer will receive discounts based on the terms and conditions contained in Section 22.44.4. This Contract Offer is available in the MSAs listed in Section 22.44.4(B)1. This Contract Offer No. 44 is only available December 9, 2004, through January 9, 2005.

22.44.2 Services Available Under Contract Offer No. 44

(A) Contract Offer No. 44 applies to pricing flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) OC-12 Dedicated SONET Ring – Ameritech Operating Company Tariff F.C.C. No 2, Section 21.5.2.9.
(2) DS1 and DS3 High Capacity Service - Ameritech Operating Company Tariff F.C.C. No 2, Section 21.5.2.7.

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

(N)

22. Pricing Flexibility Contract Offerings (N)

22.44 Contract Offer No. 44 – OC-12 Dedicated SONET Ring Service (Cont'd)

22.44.3 Contract Offer No. 44 - Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive Contract Offer No. 44 discounts:

(1) Service must be a pricing –flexibility-qualified service listed in Section 22.44.2(A);
(2) Service must be located in an MSA listed in Section 22.44.4 (B)(1);
(3) Customer must purchase a new OC-12 DSRS; and
(4) Customer must purchase seven (7) subtending DS3 circuits.

22.44.4 Contract Offer No. 44 - Terms and Conditions

(A) Term Period

The contract term (Term Period) is three (3) years commencing on the date billing begins. Billing commences no more than 30 days following the Telephone Company's completion of the service order. This offer is not renewable.

If the Customer elects to continue service at the expiration of the Term Period, the Customer must select from payment options outlined in Section 7.5.10 for Phase 1 MSAs and Section 21.5.2.9, for Phase 2 MSAs. If the Customer does not elect an option, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 7.5.10 for Phase 1 MSAs and Section 21.5.2.9 for Phase 2 MSAs.

Rate stability under Contract Offer No. 44 applies only to the rates specific to this Contract Offer as outlined in Table A in Section 22.44.5. Purchase of the Subject Services listed above are also subject to certain rates and charges in Sections 2-General Regulations, 5-Ordering Options for Switched and Special Access Service, 13-Additional Engineering, Additional Labor & Miscellaneous Services and 21-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 21.5), as applicable. Such rates and charges may be modified through the filing of tariff changes at any time during the Term Period. (N)

(N)

22. Pricing Flexibility Contract Offerings

22.44 Contract Offer No. 44 – OC-12 Dedicated SONET Ring Service (Cont'd)

22.44.4 Contract Offer No. 44 - Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer No. 44 is only available for facilities located in the following Metropolitan Statistical Areas: Chicago, Illinois.

(2) Contract Offer No. 44 is only available December 9, 2004, through January 9, 2005.

(3) If the Customer should discontinue service under this Contract Offer during the Term Period, termination liability charges will apply in accordance with Section 22.44.7.

(4) Customer must subscribe to the services available under Contract Offer No. 44 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched & Special Access Service.

(5) Customer must order a new OC-12 Dedicated SONET Ring Service and seven (7) DS3 circuits.

(6) Customer must submit a Letter of Authorization / Firm Order Commitment (LOA-FOC);

(7) If, after the Customer submits the LOA-FOC, the Customer cancels the service order, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(8) Customer will not be able to subscribe to any future contract offerings in Section 22 in conjunction with this Contract Offer No. 44 that might be offered by the Telephone Company for services covered under this Contract Offer No. 44.

(N)

22. Pricing Flexibility Contract Offerings (N)

22.44 Contract Offer No. 44 – OC-12 Dedicated SONET Ring Service (Cont'd)

22.44.4 Contract Offer No. 44 - Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

If the Customer wishes to assign or transfer its use of services under Contract Offer No. 44 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;
(ii) "high risk" in a Paydex score as published by Dun and Bradstreet. (N)

22. Pricing Flexibility Contract Offerings (N)

22.44 Contract Offer No. 44 – OC-12 Dedicated Ring Service (Cont'd)

22.44.5 Contract Offer No. 44 Rates

(A) The customer must pay Nonrecurring Charges (NRC) and Monthly Recurring Charges (MRC) for the following Rate Elements.

Table A

Rate Element	Description	Quantity	MRC per each Element	Total MRC	NRC
OC-12	Customer Prem Node	1	$2,600.00	$2,600.00	$0
OC-12	Central Office Node	2	$1,775.00	$3,550.00	$0
OC-12	Mileage	11	$115.00	$1,265.00	$0
CO Mux	DS3 to DS1 (Zone 2)	2	$320.00	$640.00	$0
Port	DS3 at OC-12	14	$81.00	$1,134.00	$0
OC-12	Admin, Design, CO Conn	1	$0	$0	$0
Total				**$ 9,189.00**	$0

(N)

22. Pricing Flexibility Contract Offerings

(N)

22.44 Contract Offer No. 44 – OC-12 Dedicated SONET Ring Service (Cont'd)

22.44.8 Termination Liability

Termination liability, as described below, applies in lieu of the termination liability language contained in section 7.4.16. If Customer terminates Contract Offer No. 44 before the completion of the term period for any reason, the Customer agrees to pay The Telephone Company termination liability charges as described below. If the customer is not in compliance with the Eligibility Criteria in Section 22.44.3 or the Terms and Conditions in Section 22.44.4, termination liability charges will apply. These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described in section 7.4.16. Customer's termination liability charges for termination of service shall be equal to:

- 50% of all recurring charges for the balance of the Customers three (3) year Term Period for the Subject Service that the customer has terminated.

- All remaining in-service Subject Services will convert back to the prevailing tariff rates at the term that the customer signed up for. Prevailing tariff rates are highlighted in Section 7.5.13 for Phase 1 MSAs and Section 31.5.2.13 for Phase 2 MSAs.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a $20,000 monthly rate on a Subject Service terminates service after two years and has 12 months remaining in a three year billing period. The termination liability charge would be calculated as:

$20,000 X 12 X 50% = $12,000 termination liability charge

(N)

22. Pricing Flexibility Contract Offerings (N)

22.45 Contract Offer No. 45 – Dedicated Ring Service Renewal Offer

22.45.1 General Description

Dedicated Ring Service Renewal Offer (Contract Offer No. 45) permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.45.5 for the renewal of three (3) existing OC-48 Dedicated Ring Services and associated renewal of existing DS1 and DS3 special access transport bandwidth, that together make up the OC-48 Dedicated Ring Network.

22.45.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the Contract Offer No. 45 discount:

(1) Service must be located in the following Pricing Flexibility MSA: Chicago, IL;
(2) Customer must renew three (3) existing OC-48 Dedicated Ring Services and DS1 and DS3 services subtending the OC-48 Dedicated Ring Services at the rates listed in Section 22.45.5(A);
(3) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(B) Contract Offer No. 45 applies to pricing flexibility qualified access services contained in tariff sections:

(1) OC-48 Dedicated Ring Service - Ameritech Tariff F.C.C. No. 2, Section 21; and
(2) DS1 Service and DS3 Service – Ameritech Tariff F.C.C. No. 2, Section 21.

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

(N)

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

22.45 Contract Offer No. 45 – Dedicated Ring Service Renewal Offer (Cont'd)

22.45.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is three (3) years, commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's completion of the access service order. This offer is not renewable.

At the expiration of the Term Period, Customer may choose from the payment options as described in:

(1) F.C.C. No. 2, Section 7 for OC-48 Dedicated Ring Service; and
(2) F.C.C. No. 2, Section 7 for DS3 and DS1 Service.

If, at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections above for DS1 and DS3, the services will be converted to the monthly rates found in Section 21.5.2 or Section 7; and for the OC-48 Dedicated Ring Service, the services will be converted to the monthly extension rates found in Section 21.5.2 or Section 7, as applicable.

Rate stability under the Term Period applies only to the rates specific to Contract Offer No. 45, as listed in Section 22.45.5. Purchase of the services listed above under Contract Offer No. 45 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, and such tariff modifications will not change the terms and conditions described in Contract Offer No 45. (N)

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

22.45 Contract Offer No. 45 – Dedicated Ring Service Renewal Offer (Cont'd)

22.45.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer No. 45 is only available December 11, 2004 through January 11, 2005;

(2) Customer must submit a Letter of Authorization / Firm Order Commitment (LOA-FOC);

(3) If the Customer should discontinue service under Contract Offer No. 45 during the Term Period, termination liability charges will apply in accordance with Section 22.45.6;

(4) If the Customer requests additional ports, nodes, miles, or other SONET services not in service at the time the Customer subscribes to this Contract Offer 45, the Customer will pay the rates for those additions as contained in Section 22.45.5 (B);

(5) If the Customer requests modifications to the network design currently existing for the Customer under Contract Offer No. 45, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include but are not limited to reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(6) Customer must subscribe to the services available under this Contract Offer No. 45 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(7) The Customer will not be able to subscribe to any other contract offering in Section 22 in conjunction with Contract Offer No. 45 that might be offered by the Telephone Company for services covered under this Contract Offer 45; and;

(8) Services under Contract Offer No. 45 will be eligible for discounts under the Managed Value Plan (MVP) offer in Section 19.

(N)

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

22.45 Contract Offer No. 45 – Dedicated Ring Service Renewal Offer (Cont'd)

22.45.3 Terms and Conditions (Cont'd)

(B) (Cont'd)

(9) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 45 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet or;

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

(N)

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

22.45 Contract Offer No. 45 – Dedicated Ring Service Renewal Offer (Cont'd)

22.45.4 Upgrade Option

(A) If the Customer requests that the renewed OC-48 Dedicated Ring Service(s) be converted to a different higher grade service in the same MSA covered under this Contract Offer No. 45, such conversions are subject to the following conditions:

(1) The aggregate of the monthly payments, with respect to the upgraded service over the term of such service ("Upgrade Service Revenue Value"), must be equal to or greater than the aggregate of the monthly Payments, with respect to Contract Offer No. 45, over the remainder of the Term Period ("Existing Service Revenue Value");

(2) If the Upgrade Service Revenue is less than the Existing Service Revenue Value, the Customer must make a one-time payment equal to the difference between the Upgrade Service Revenue and the Existing Service Revenue Value. This payment must be made before the Telephone Company begins work on the requested upgrade; and

(3) The Customer must notify the Telephone Company in writing of its desire to convert to the upgraded service. The Telephone Company will terminate Contract Offer No. 45, and termination liability charges, as determined in accordance with Section 22.45.6., will apply. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.45 Contract Offer No. 45 – Dedicated Ring Service Renewal Offer (Cont'd)

22.45.5 Rates and Charges

(A) OC-48 Dedicated Ring Service Renewal Rate is a flat Monthly Recurring Charge (MRC) for each OC-48 Dedicated Ring with the capacity limits listed below:

MRC = $42,834

OC- 48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	2
Central Office Node	FC5EX	4
Add/Drop Capability	MPEFX	11
Mileage	IL5XX	44
Dedicated Ring Regenerator	RGY	2

MRC = $42,375

OC- 48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	2
Central Office Node	FC5EX	3
Add/Drop Capability	MPEFX	10
Mileage	IL5XX	53
Dedicated Ring Regenerator	RGY	3

MRC = $19,242

OC- 48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	1
Central Office Node	FC5EX	2
Add/Drop Capability	MPEFX	8
Mileage	IL5XX	11

(B) OC- 48 Dedicated Ring Renewal Additional Services Rates and Charges: Customer may subscribe to the following additional OC-48 Dedicated Ring services at the MRC rates below:

OC- 48 Dedicated Ring	USOC	MRC
Customer Premise Node	FP5EX	$ 3,903.56
Central Office Node	FC5EX	$ 3,469.32
Add/Drop Capability	MPEFX	$ 799.48
DS3 Ports	SPRKX	$ 91.08
Mileage	IL5XX	$ 182.16
Dedicated Ring Regenerator	RGY	$ 2,170.28

If a node is added to the OC-48 Dedicated Ring Service(s), the new node will be co-terminus with the initial Term Period. However, if a node is added during the last 12 (twelve) months or less of the Term Period, the Customer will be billed for that node at the MRC for a minimum period of 12 (twelve) months.

(N)

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

22.45 Contract Offer No. 45 – Dedicated Ring Service Renewal Offer (Cont'd)

22.45.5 Rates and Charges (Cont'd)

(C) All existing DS1 Services subtending the three (3) renewed OC-48 DRS will be renewed at the rates listed below:

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service LDC - Zone	USOC	MRC
Zone 1	TZ4X1	$ 93.15
Zone 2	TZ4X2	$ 93.15
Zone 3	TZ4X3	$ 93.15
Zone 4	TZ4X4	$ 93.15
Zone 5	TZ4X5	$ 93.15

(2) Channel Mileage Termination (CMT) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$ 20.53
Zone 2	CZ4X2	$ 20.53
Zone 3	CZ4X3	$ 20.53
Zone 4	CZ4X4	$ 20.53
Zone 5	CZ4X5	$ 20.53

(3) Channel Mileage (CM) – Per Mile - Bit Rate 1.544 Mbps:

DS1 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$ 11.46
Zone 2	1YZX2	$ 11.46
Zone 3	1YZX3	$ 11.46
Zone 4	1YZX4	$ 11.46
Zone 5	1YZX5	$ 11.46

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.45 Contract Offer No. 45 – Dedicated Ring Service Renewal Offer (Cont'd)

22.45.5 Rates and Charges (Cont'd)

(D) All existing DS3 services will be renewed at the rates listed below:

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 44.736 Mbps:

DS3 Service LDC - Zone	USOC	MRC
Zone 1	TZUP1	$ 993.60
Zone 2	TZUP2	$ 993.60
Zone 3	TZUP3	$ 993.60
Zone 4	TZUP4	$ 993.60
Zone 5	TZUP5	$ 993.60

(2) Channel Mileage Termination (CMT) – Per Point of Termination:

DS3 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$ 233.35
Zone 2	CZ4X2	$ 233.35
Zone 3	CZ4X3	$ 233.35
Zone 4	CZ4X4	$ 233.35
Zone 5	CZ4X5	$ 233.35

(3) Channel Mileage (CM) – Per Mile:

DS3 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$ 33.53
Zone 2	1YZX2	$ 33.53
Zone 3	1YZX3	$ 33.53
Zone 4	1YZX4	$ 33.53
Zone 5	1YZX5	$ 33.53

(4) Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1:

DS3 Service 3/1 MUX - Zone	USOC	MRC
Zone 1	QM3X1	$ 421.29
Zone 2	QM3X2	$ 421.29
Zone 3	QM3X3	$ 421.29
Zone 4	QM3X4	$ 421.29
Zone 5	QM3X5	$ 421.29

(N)

(This page is filed under Transmittal No. 1427)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.45 Contract Offer No. 45 – Dedicated Ring Service Renewal Offer (Cont'd)

22.45.6 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates Contract Offer No. 45 before the completion of the Term Period for any reason, Customer must pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of Contract Offer No. 45 shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's three (3) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: Customer with a $45,000 monthly recurring charge terminates service after one (1) year and has twenty-four (24) months remaining in a three (3) year term plan. The termination liability would be calculated as:

$45,000 X 24 X 50% = $540,000 termination liability charge.

(N)

22. Pricing Flexibility Contract Offerings (N)

22.46 Contract Offer No. 46 – OC-48 Dedicated Ring Offer

22.46.1 General Description

OC-48 Dedicated Ring Offer (Contract Offer No. 46) permits Customers located in Phase 1 and Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.46.5 for new OC-48 Dedicated Ring Service, and associated DS3 and DS1 special access transport bandwidth, that together make up an OC48 Dedicated Ring network. This Contract Offer is available December 14, 2004, through January,14, 2005, and is not renewable.

22.46.2 Services Available Under Contract Offer No. 46

(A) Contract Offer No. 46 applies to pricing-flexibility-qualified access services contained in the following tariff sections:

(1) OC-48 Dedicated Ring Service - Ameritech Tariff F.C.C. No. 2, Section 21; and
(2) DS1 Service and DS3 Service – Ameritech Tariff F.C.C. No. 2, Section 21

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

22.46.3 Contract Offer No. 46 - Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the Contract Offer 46 discount:

(1) Service must be a pricing-flexibility-qualified service listed in Section 22.46.2 (A);

(2) Service must be located in an MSA listed in 22.46.4 (B)(1);

(3) Service must be for one (1) new OC-48 Dedicated Ring installations only;

(4) All traffic must originate or terminate at a Mobile Switching Center (MSC);

(5) The Customer and its affiliates must maintain an Access Service Ratio, equal to or greater than 95%. The Access Service Ratio is defined in Section 22.46.4 (B) (14) and will be measured on each Term Year of the Contract Offer No. 46 effective date. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.46 Contract Offer No. 46 – OC-48 Dedicated Ring Offer (Cont'd) (N)

22.46.4 Contract Offer No. 46 - Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's completion of the OC-48 Dedicated Ring access service order. This offer is not renewable.

At the expiration of the Term Period, Customer may choose from the payment options in:

- Ameritech Tariff F.C.C. No.2, Section 7 for OC-48 Dedicated Ring Service,
- Ameritech Tariff F.C.C. No. 2, Section 7 for DS3 and DS1 Service.

If, at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections above, in the case of DS1 and DS3 service, the Customer will automatically be billed the monthly rates found in Section 21.5.2; and in the case of OC-48 Dedicated Ring Service, the Customer will automatically be billed the monthly extension rates found in Section 21.5.2.

Rate stability under this contract Term Period applies only to the rates specific to Contract Offer No. 46, as listed in Section 22.46.5. Purchase of the services listed above under Contract Offer No. 46 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the regulations described in Contract Offer No. 46. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.46 Contract Offer No. 46 – OC-48 Dedicated Ring Offer (Cont'd) (N)

22.46.4 Contract Offer No. 46 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer No. 46 is only available for circuits located in the following MSAs: Appleton, Wisconsin

(2) This Contract Offer No. 46 is only available December 14, 2004, through January 14, 2005, and is not renewable.

(3) Customer must submit a Letter of Authorization / Firm Order Commitment (LOA-FOC).

(4) If the Customer should discontinue service under Contract Offer No. 46 during the Term Period, termination liability charges will apply in accordance with Section 22.46.6.

(5) If, after the Customer has submitted the Letter of Authorization / Firm Order Commitment (LOA-FOC) and prior to commencement of the Term Period, the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(6) Customer must subscribe to this service in accordance with the regulations set forth in Section 5.

(7) If the Customer requests modifications to the Contract Offer No. 46 network design originally constructed for the Customer under Contract Offer No. 46, the Customer agrees to pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to: reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements.

(8) Services under this Contract Offer No. 46 will not be eligible for benefits under the Managed Value Plan (MVP) offering in Section 19.

(9) Customer will not be able to subscribe to any future contract offerings in Section 22 in conjunction with this Contract Offer No. 46. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.46 Contract Offer No. 46 – OC-48 Dedicated Ring Offer (Cont'd) (N)

22.46.4 Contract Offer No. 46 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(10) Customer must, by the end of the third year of the five-year term period, purchase DS1 and DS3 circuits riding the OC-48 Dedicated Ring subject to this Contract Offer equivalent to 30 % or more of the capacity of the OC-48 Dedicated Ring.

(11) If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 46 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled unless the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

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

(12) The terms and conditions of the Contract Offer No. 46 shall continue in full force and effect if the Customer merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity (Transfer). After a Transfer, if the other entity also purchases Qualified Access Service(s) from the Telephone Company, either directly or through any affiliates, the Customer shall not include under this Contract Offer any of the billed recurring revenue for the Qualified Access Services of the other entity in place as of the date the Transfer is finalized (Transfer Date). (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.46 Contract Offer No. 46 – OC-48 Dedicated Ring Offer (Cont'd) (N)

22.46.4 Contract Offer No. 46 - Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(13) Calculating the Access Service Ratio

The Customer and its affiliates must maintain an Access Service Ratio of 95% or greater. The ratio, calculated annually, is the Annual Access Revenue minus Annual Wholesale Revenue (the associated rate elements not included in the interstate tariff) divided by the total qualified Annual Access Revenue. To maintain compliance with Contract Offer No. 46, the ratio must be greater than or equal to 95%. The 95% ratio is calculated as follows:

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

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

TABLE A:

Service	General/Basic Description
Entrance Facilities	6.1.3(A)(1)(a)
Direct Transport Services	6.1.3(A)(1)(b)
Direct Analog Services	7.2.3
Base Rate, DS1 and DS3 Services	7.2.9
Optical Carrier Network (OCN)	7.2.10
Dedicated SONET Ring Service	7.2.11
Gigabit Ethernet Metropolitan Area Network (GigaMAN)	7.2.13
Multi-service Optical Network (MON) Ring Service	23.1
Optical Ethernet Metropolitan Area Network (OPT-E-MAN)	24.1

(N)

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

22.46 Contract Offer No. 46 – OC-48 Dedicated Ring Offer (Cont'd)

22.46.4 Contract Offer No. 46 - Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(13) (Cont'd)

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

TABLE B:

Service Level	Associated Rate Elements Not Included in Interstate Tariff
DS1/LT1	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/LT3	DS3 Loop DS3 Entrance Facilities DS3 Interoffice Transport DS3 Cross Connects DS1/DS3 Multiplexing All DS3 non-tariffed Committed Information Rate Broadband Services
OC-3 OC-12 OC-48	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 Transport Products	Dark Fiber – Interoffice Dark Fiber – Loop Dark Fiber – Subloop Dark Fiber Cross Connects

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.46 Contract Offer No. 46 – OC-48 Dedicated Ring Offer (Cont'd)

22.46.4 Contract Offer No. 46 - Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(13) (Cont'd)

(c) As new rate elements are introduced and are added to Table B above, all recurring revenues associated with the new associated rate elements will automatically be added to the Customer's Annual Wholesale Revenue, as defined in Section 22.46.4 (14) (B) preceding, for calculation of the Access Service Ratio.

(d) If the Customer fails to meet the Access Service Ratio in any given year of the Term Period, upon notification from the Telephone Company, the Customer has five (5) business days to notify the Telephone Company in writing that it will meet or exceed the 95% Access ratio within 60 days. Failure to notify in five (5) days and/or failure to rectify in 60 days will cause termination of Contract Offer No. 46 and termination liability charges will apply, as set forth in Section 22.46.6.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.46 Contract Offer No. 46 OC-48 Dedicated Ring Offer (Cont'd)

(N)

22.46.5 Contract Offer No. 46 - Rates and Charges

(A) Customer must pay the following Nonrecurring Charge (NRC) and Monthly Recurring Charge (MRC) for each new OC-48 Dedicated Ring Service:

(1) Nonrecurring Charges (NRC):

Administrative Charge-OC-48 (ORCMX)	$ 60.00
Design and Central Office Connection Charge-OC-48 (NRBCL)	$ 600.00

Monthly Recurring Charge (MRC):

OC-48 Dedicated Ring Service	$ 14,260.50

The OC-48 Dedicated Ring Service MRC includes the following components:

OC-48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	1
Central Office Node	FC5EX	1
Add/Drop Capability	MPEFX	4
Ports-DS3 at OC-48 Node	SPRKX	24
Mileage	IL5XX	2

(2) Customer may subscribe to the following additional OC-48 Dedicated Ring services at the MRC rates below:

OC-48 Dedicated Ring	USOC	MRC
Additional Customer Premise Node	FP5EX	$ 4,244.00
Additional Central Office Node	FC5EX	$ 3,771.00
Additional Add/Drop Capability, Per Arrangement	MPEFX	$ 869.00
Additional Ports - DS3 at OC-48 Node	SPRKX	$ 99.00
Mileage, Per Mile OC-48	IL5XX	$ 198.00

If a node is added after the initial installation of the OC-48 Dedicated Ring, the new node will be co-terminus with the initial Term Period.

(N)

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

22.46 Contract Offer No. 46 – OC-48 Dedicated Ring Offer (Cont'd)

22.46.5 Contract Offer No. 46 - Rates and Charges (Cont'd)

(B) During the Term Period, the Customer must subscribe to the following DS1 subtending services, up to the capacity of the OC-48 Dedicated Ring, at the MRC rates below:

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service LDC - Zone	USOC	MRC
Zone 1	TZ4X1	$97.00
Zone 2	TZ4X2	$106.00
Zone 3	TZ4X3	$114.00
Zone 4	TZ4X4	$124.00
Zone 5	TZ4X5	$130.00

(2) Channel Mileage Termination (CMT) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$24.50
Zone 2	CZ4X2	$25.00
Zone 3	CZ4X3	$30.00
Zone 4	CZ4X4	$48.20
Zone 5	CZ4X5	$49.85

(3) Channel Mileage (CM) – Per Mile - Bit Rate 1.544 Mbps:

DS1 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$12.95
Zone 2	1YZX2	$13.10
Zone 3	1YZX3	$13.20
Zone 4	1YZX4	$13.35
Zone 5	1YZX5	$13.50

When a DS1 is added to the OC-48 Dedicated Ring, the DS1 will carry a sixty (60) month Term Period. (N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.46 Contract Offer No. 46 – OC-48 Dedicated Ring Offer (Cont'd)

22.46.5 Contract Offer No. 46 - Rates and Charges (Cont'd)

(C) During the Term Period, the Customer must subscribe to the following DS3 subtending services, up to the capacity of the OC-48 Dedicated Ring, at the MRC rates below:

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 44.736 Mbps:

DS3 Service LDC - Zone	USOC	MRC
Zone 1	TZUP1	$940.50
Zone 2	TZUP2	$950.00
Zone 3	TZUP3	$997.50
Zone 4	TZUP4	$1016.50
Zone 5	TZUP5	$1026.00

(2) Channel Mileage Termination (CMT) – Per Point of Termination:

DS3 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$237.50
Zone 2	CZ4X2	$242.25
Zone 3	CZ4X3	$267.00
Zone 4	CZ4X4	$318.00
Zone 5	CZ4X5	$321.00

(3) Channel Mileage (CM) – Per Mile:

DS3 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$33.00
Zone 2	1YZX2	$34.60
Zone 3	1YZX3	$38.00
Zone 4	1YZX4	$47.50
Zone 5	1YZX5	$48.50

(4) Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1:

DS3 Service 3/1 MUX - Zone	USOC	MRC
Zone 1	QM3X1	$431.00
Zone 2	QM3X2	$440.00
Zone 3	QM3X3	$455.00
Zone 4	QM3X4	$480.00
Zone 5	QM3X5	$489.00

When a DS3 is added to the OC-48 Dedicated Ring, the DS3 will carry a sixty (60) month Term Period.

(N)

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(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.46 Contract Offer No. 46 – OC-48 Dedicated Ring Offer (Cont'd)

22.46.6 Contract Offer No. 46 - Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates Contract Offer No. 46 before the completion of the Term Period for any reason, Customer agrees to pay to the Telephone Company termination liability charges as described below. If the customer is not in compliance with the Eligibility Criteria in Section 22.46.3 or the Terms and Conditions in Section 22.46.4, termination liability charges will apply. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

50% of all monthly recurring charges (OC-48, DS1 and DS3 services) for the balance of the Customer's five (5) year Term Period.

All remaining in-service Subject Services will convert back to the prevailing tariff rates at the term that the customer signed up for. Prevailing tariff rates are highlighted in Section 7.5.9 and 7.5.10 for Phase 1 MSAs and Section 21.5.2 for Phase 2 MSAs.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: Customer with a $35,000 monthly recurring charge terminates service after three (3) years and has twenty-four (24) months remaining in a five (5) year term plan. The termination liability would be calculated as:

(N)

$35,000 X 24 X 50% = $420,000 termination liability charge.

22. Pricing Flexibility Contract Offerings (N)

22.47 Contract Offer No. 47 – MVP DS1, DS3 and OCN Service Offer

22.47.1 General Description (N) (Nx)

Managed Value Plan (MVP) DS1, DS3 and OCN Service Offer ("Contract Offer No. 47") is an access discount pricing plan for MVP Customers where subscription is required in four of the SBC Companies: Ameritech Operating Companies, Southwestern Bell Telephone Company, Southern New England Telephone Company and Pacific Bell Telephone Company. This Offering provides a 50% discount off recurring tariff rates for DS1, DS3, and OCN Services as described in Section 22.47.2. In order to receive the discount Customers must meet the Eligibility Criteria as described in Section 22.47.3 and are subject to the Terms and Conditions as described in Section 22.47.4. Customers will continue to receive MVP discounts provided that they meet their MVP contract obligations in Section 19 of F.C.C. No. 2 Tariff. (Nx)

Customers must commit to a Current Annual Revenue Commitment (CARC), as described in Section 22.47.5. To ensure that the Customer will meet the CARC by end of years 2005, 2006 and 2007, the Telephone Company will review revenue quarterly. In the event the Customer is not meeting its CARC, the Customer will be required to remit payments, via the quarterly True-Up process described in Section 22.47.6, otherwise termination liabilities will apply. (N)

This Contract Offer No. 47 will only be available between February 23, 2005 through March 25, 2005.

22.47.2 Services Available Under Contract Offer No. 47

(A) Contract Offer No. 47 offers discounts on the recurring rates for the Price Flex eligible DS1, DS3 and OCN Access Services (hereafter referred to as Subject Services) contained in the Tariff Sections listed below, and only in the Metropolitan Statistical Areas (hereafter referred to as MSAs) defined in Section 22.47.4(C). The discounts also apply to the MVP qualified access services that are Subject Services that are counted toward achievement of the MARC or any temporary MARC pursuant to Section 22.47.8.

Service	General / Basic Description	Phase 1 MSAs Rates and Charges	Phase 2 MSAs Rates and Charges
DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7
Optical Carrier Network (OCN) Point-to-Point Service	7.2.10	7.5.10	21.5.2.7

(N)

(x) Issued under authority of Special Permission No. 05-010 of F.C.C.

22. Pricing Flexibility Contract Offerings

22. 47 Contract Offer No. 47 – MVP DS1, DS3 and OCN Service Offer (Cont'd) (N)

22. 47.2 Services Available Under Contract Offer No. 47 (Cont'd)

(B) Purchase of the Subject Services listed above pursuant to Contract Offer No. 47 are subject to the specific terms and conditions of Section 22.47.4. Additionally purchase of the services listed above pursuant to Contract Offer No. 47 are also subject to the general terms and conditions of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 6- Switched Access Service, 7-Special Access Service and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such general terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, however, such changes will not change the regulations described in Contract Offer No. 47.

Subject Services continue to be governed by the respective terms and conditions of the MVP provisions in Section 19, F.C.C. Tariff No. 2 except as noted herein.

22.47.3 Eligibility Criteria for Contract Offer No. 47 (N)

(A) Contract Offer No. 47 is only available to Customers who are currently subscribing to MVP, in the following Telephone Companies: (Nx)

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

(B) Customer must also concurrently subscribe to the identical contract offers of Contract Offer No. 47 pursuant to the following tariffs:

- SWBT Tariff F.C.C. No. 73, Section 41, Contract Offer No. 35;
- PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 41; and
- SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 10. (Nx)

(x) Issued under authority of Special Permission No. 05-010 of F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.47 Contract Offer No. 47 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.47.4 Terms and Conditions

(A) Term Period

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

This offer is not renewable.

(B) Application

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

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

Monthly billing credits will be issued for every month in which the Subject Services are purchased in compliance with the eligibility criteria in Section 22.47.3. The Credits will be applied within 30 days after each billing cycle.

(C) This Contract Offer No. 47 is only available for Subject Services located in the following MSAs:

Pricing-Flexibility MSAs: Chicago, Illinois; Detroit/Ann Arbor, Michigan; Cleveland/Lorain/Elyria, Dayton, and Columbus, Ohio.

(D) Contract Offer No. 47 provides a discount of 50% off the monthly recurring tariff rates listed in Section 22.47.2 (A) for existing and new Subject Services.

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

(E) Customer agrees to maintain a Current Annual Revenue Commitment (CARC) (as described in Section 22.47.5) for the calendar years of 2005, 2006 and 2007.

(F) Customer agrees to a quarterly true-up as described in Section 22.47.6 for the calendar years of 2005, 2006 and 2007.

(G) When Customer subscribes to this Contract Offer, the Telephone Company will waive any termination liabilities that would otherwise apply pursuant to Ameritech Tariff F.C.C. No. 2, Section 22, Contract Offer No. 20 for the Subject Services to be provided pursuant to this Contract Offer. Termination liabilities shall otherwise apply according to the terms of the applicable tariff.

(H) Customer must submit a Letter of Subscription to the Telephone Company.

(N)

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

22.47 Contract Offer No. 47 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.47.5 Current Annual Revenue Commitment

Under Contract Offer No.47, Customer must maintain a Current Annual Revenue Commitment (CARC). The CARC will be established using either the Customer's current MVP MARC or an Annual Revenue Commitment calculated as outlined below in Section 22.47.5(A), whichever is greater. The CARC will be established as soon as the Telephone Company receives the Letter of Subscription from Customer. The CARC calculation will be the latest CARC established for Customers who are subscribing to AIT Tariff F.C.C. No.2, Section 22, Contract Offer No.20.

(A) Determining the Annual Revenue Commitment

The Customer's Annual Revenue Commitment is calculated based on the total of the previous three (3) months recurring billing for all MVP qualified access services prior to any MVP discounts (as listed in F.C.C. 2, Section 19.2), multiplied by four (4). The Annual Revenue Commitment is calculated as follows:

Previous Three (3) Months Recurring Billing X 4 = Annual Revenue Commitment

(B) If at any time during the contract Term Period of this Contract Offer the Customer's MVP MARC becomes greater than the CARC the Customer will commit to increase and maintain the CARC to be equal to its MVP MARC as it may change during the Term Period.

(C) If the Customer fails to achieve the CARC on either December 31, 2005, December 31, 2006 or December 31, 2007, and fails to remit the annual projected gap payment, the Customer will be deemed to have terminated its subscription in Contract Offer No. 47 and termination liability charges will apply as set forth in Section 22.47.9.

(N)

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

22.47 Contract Offer No. 47 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.47.6 Quarterly True-Up

To ensure that the customer will meet the CARC by the end of each year 2005, 2006 and 2007, the Telephone Company will review revenues quarterly. In the event that the Customer has an estimated shortfall, the Customer is required to remit Quarterly Gap Payments as described below. Quarterly is defined as consecutive three (3) month periods from April 1, 2005 through December 31, 2005; from January 1, 2006 through December 31, 2006; and from January 1, 2007 through December 31, 2007. The process of remitting payments to eliminate the Annual Projected Gap is referred to as the True-Up process.

The Telephone Company will calculate the Customer's Annual Projected Gap (if any) on a quarterly basis. The Annual Projected Gap is the CARC, less any annual projected MVP discounts, less actual annualized revenues. Actual annualized revenue is the Customer's actual billed amount to date, annualized to determine end of year estimated revenues. Actual annualized revenues will include any previous quarterly gap payment that the Customer has made. For this calculation, the actual annualized revenues are calculated after discounts from this Contract Offer No. 47, and any other applicable credits or discounts (i.e., MVP) have been applied.

Example A: Annual Projected Gap calculation at end of 1st quarter 2006

CARC	= $12,000,000
Less projected MVP discounts	= $ 2,000,000
Sub total	= $10,000,000
Less actual quarterly revenue ($1.5M) X 4 (annualized)	= $ 6,000,000
Annual Projected Gap	= $ 4,000,000

(A) If there is a positive Annual Projected Gap as measured above for the quarter, the Customer must make Quarterly True-Up payments. Quarterly True-Up payments will be calculated using the percentages in section 22.47.6 (B) and will be applied to the Annual Projected Gap to determine the gap payment. See example B in Section 22.47.6.

(B) Quarterly True-up payments will be calculated utilizing the following percentiles:

Quarter	Percent
1st	0%
2nd	25%
3rd	66%
4th	100%

(N)

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

22.47 Contract Offer No. 47 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.47.6 Quarterly True Up (Cont'd)

(B) (Cont'd)

Example B: Quarterly True-up

1st Quarter, 2006
Actual revenue 1st Quarter:

January	= $ 400,000
February	= $ 500,000
March	= $ 600,000
Total	= $1,500,000

CARC	= $12,000,000
Less projected MVP discount	= $ 2,000,000
Sub total	= $10,000,000
Less actual 3 months revenue ($1.5M) x 4 (annualized):	= $ 6,000,000
Annual Projected Gap	= $ 4,000,000

$4,000,000 x 0% = $0.00 Quarterly True-up payment

2nd Quarter, 2006
Actual revenue 1st and 2nd Quarter 2006:

January	= $ 400,000
February	= $ 500,000
March	= $ 600,000
April	= $ 600,000
May	= $ 700,000
June	= $ 700,000
Total	= $3,500,000

CARC	= $12,000,000
Less projected MVP discount	= $ 2,000,000
Sub total	= $10,000,000
Less actual 6 months revenue ($3.5M) x 2 (annualized):	= $ 7,000,000
Annual Projected Gap	= $ 3,000,000

$3,000,000 x 25% = $750,000 Quarterly True-up payment (N)

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

22.47 Contract Offer No. 47 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.47.6 Quarterly True Up (Cont'd)

(B) (Cont'd)

Example B: Quarterly True-Up (Cont'd)

3rd Quarter, 2006

Actual revenue 1st, 2nd and 3rd Quarter

January	= $ 400,000
February	= $ 500,000
March	= $ 600,000
April	= $ 600,000
May	= $ 700,000
June	= $ 700,000
July	= $ 500,000
August	= $ 600,000
September	= $ 665,038
Total	= $5,265,038

CARC	= $12,000,000
Less projected MVP discounts	= $2,000,000
Sub total	= $10,000,000
Less (9 months actual revenue + 2nd Quarter Gap payment) x 1.33:	
($5,265,038 + $750,000) x 1.33	= $8,000,000
Annual projected Gap	= $2,000,000

$2,000,000 x 66% = $1,320,000 Quarterly True-up payment (N)

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

22.47 Contract Offer No. 47 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.47.6 Quarterly True Up (Cont'd)

(B) (Cont'd)

Example B: Quarterly True-up (Cont'd)

4th Quarter 2006

Actual revenue 1st, 2nd, 3rd and 4th Quarter

January	= $ 400,000
February	= $ 500,000
March	= $ 600,000
April	= $ 600,000
May	= $ 700,000
June	= $ 700,000
July	= $ 500,000
August	= $ 600,000
September	= $ 665,038
October	= $ 500,000
November	= $ 550,000
December	= $ 614,962
Total	= $6,930,000

CARC	= $12,000,000
Less projected MVP discounts	= $2,000,000
Sub total	= $10,000,000
Less (12 months actual revenue + 2nd & 3rd Quarter Gap payment):	
$6,930,000 + $750,000 + $1,320,000	= $9,000,000
Annual Projected Gap	= $1,000,000

$1,000,000 x 100% = $1,000,000 Quarterly True-up payment

In the example above at the end of the 4th Quarter the Customer's actual revenue plus the Customer's Quarterly Gap payments, plus projected MVP discounts will equal the CARC.

$6,930,000 (end of year actual revenue) + $750,000 (2nd Quarter Gap Payment) + $1,320,000 (3rd Quarter Gap Payment) + $1,000,000 (4th Quarter Gap Payment) + $2,000,000 (projected MVP discount) = $12,000,000

(C) The Telephone Company will provide Customer a quarterly gap payment bill (if applicable) within 30 days after the end of the quarter.

(D) If at the end of December 31, 2005, December 31, 2006 or December 31, 2007 the Customer has exceeded their CARC (actual revenue + gap payments) and have made Quarterly Gap Payments, the Telephone Company will credit the Customers account the amount exceeding the CARC, but not greater than the total gap payments the Customer has made. (N)

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

22.47 Contract Offer No. 47 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.47.7 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 47 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 2, Section 2.1.2, unless: (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent company has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly, more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.47.8 Mergers and Acquisitions

The Terms and Conditions of Contract Offer No. 47 shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or assets constituting an operating business to any other entity, or purchases all stock or substantially all stock or assets constituting an operating business of another company (the foregoing generally referred to herein as a merger or acquisition). During or after the merger or acquisition, if the other company involved in the merger or acquisition also purchases MVP qualified access services from the Telephone Company, either directly or through any affiliates, then billed, recurring revenue for MVP qualified access services of the other company or the assets constituting an operating business involved in the merger or acquisition will not be used in Minimum Annual Revenue Commitment (MARC) as discussed in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (C), except as permitted by one of the provisions in this subsection. (N)

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

22.47 Contract Offer No. 47 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.47.8 Mergers and Acquisitions (Cont'd)

The Customer must be meeting its current MVP MARC commitments (or be current in paying any shortfall between the Annual MARC and actual Annual Billing) and all Eligibility Criteria and Terms and Conditions outlined in Sections 22.47.3 and 22.47.4 in order to exercise the provisions under this subsection.

Recurring revenue from MVP qualified access services from the other entity involved in the merger or acquisition can not be used for any incentives or discounts contained in this Contract Offer except as permitted by one of the provisions outlined in this subsection.

The Customer shall have four one-time choices (per merger or acquisition) to incorporate revenue from the other company or companies involved in the merger or acquisition. If the Customer does not exercise any of the provisions in this subsection by the times specified in relation to the Transaction Close Date, the Customer will not be permitted to use existing or future MVP qualified access services revenues from the other company or companies or operating business or businesses involved in the merger or acquisition in the Minimum Annual Revenue Commitment in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (C)

The acquisition and/or merger Transaction Close Date will be used to measure the length of time the following provisions are available. 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 or operating business have been purchased.

If the Customer has selected one of the provisions in this subsection, the MARC adjustment calculation as detailed in the Minimum Annual Revenue Commitment in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (C) will be calculated as provided in the provision of the subsection that Customer has selected.

The Customer cannot combine any of the Merger and Acquisition provisions in this subsection. (N)

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

22.47 Contract Offer No. 47 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.47.8 Mergers and Acquisitions (Cont'd)

The Telephone Company will calculate MVP qualified access services revenue of the other company or operating business involved in the merger or acquisition on the date the Customer selects one of the provisions in this subsection. The MVP qualified access services revenue will be determined by calculating the prior three (3) months recurring revenue for all of the other company or operating business involved in the merger or acquisition multiplied by four (4).

22.47.8.1 Merger and Acquisition Provisions

(A) Mergers and Acquisitions – Access Services Ratio Impacting

If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or assets constituting an operating business to any other entity, or purchases all stock or substantially all stock or assets constituting an operating business of another company and inclusion of the recurring revenue from MVP qualified access services from the other company or companies or operating business or businesses involved in the merger or acquisition into this Contract Offer will cause the Customer to fall below Customer Obligations as defined in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (B) and Access Service Ratio in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (D), the Customer must select from Option 1 or 2 below in order to receive incentives and discounts for the other company or operating business involved in the merger or acquisition under this Contract Offer. (N)

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

22.47 Contract Offer No. 47 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.47.8 Mergers and Acquisitions (Cont'd)

22.47.8.1 Merger and Acquisition Provisions (Cont'd)

(A) Mergers and Acquisitions – Access Services Ratio Impacting (Cont'd)

The Customer must fully comply with the Access Services Ratio Terms and Conditions within 18 months of the Transaction Close Date and must comply with the Access Conversion Schedule outlined in Table A below. As long as the Customer is in compliance with the Access Conversion Schedule and the Customer's existing revenue complies with the Customer Obligations as defined in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (B) (in the case of any shortfall in meeting the MARC, be in compliance with requirements to pay any shortfall between the Annual MARC and actual Annual Billing) and Access Service Ratio in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (D), the MARC discounts will continue to apply and the Customer shall not be considered out of compliance with the Customer Obligations as defined in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (B) and Access Service Ratio in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (D).

If at any time the Customer does not comply with the Access Conversion Schedule outlined in Table F below, MVP Commitment Discounts will be withheld and the Telephone Company will notify the Customer of non-compliance. The Customer will have 30 days to comply with the Access Conversion Schedule. If the Customer does not comply within 30 days, this Contract Offer will be considered in default, and the Telephone Company shall have the right to terminate this Contract Offer and termination liability charges will apply as detailed in Section 22.47.9. Notwithstanding the foregoing, if Telephone Company is primarily responsible for a delay in the Access Conversion Schedule, then the MVP Commitment Discounts will continue to apply and the Customer shall not be considered out of compliance with the Customer Obligations as defined in Ameritech Operating Companies Tariff F. C. C. No. 2, Section 19.3 (B) and Access Service Ratio in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (D) and the contract will not be considered in default, however, each party shall take all reasonable steps to comply as soon as possible. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.47 Contract Offer No. 47 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.47.8 Mergers and Acquisitions (Cont'd)

22.47.8.1 Merger and Acquisition Provisions (Cont'd)

(A) Mergers and Acquisitions – Access Services Ratio Impacting (Cont'd)

Table A outlines the Unbundled Network Element (UNE) to Access conversion schedule that will be used to migrate the services.

Table A: Access Conversion Schedule

90 Day Period	Required Conversion Level
1st	10%
2nd	20%
3rd	50%
4th	75%
5th	85%
6th	100%

(N)

(N)

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

22.47 Contract Offer No. 47 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.47.8 Mergers and Acquisitions (Cont'd)

22.47.8.1 Merger and Acquisition Provisions (Cont'd)

(A) Mergers and Acquisitions – Access Services Ratio Impacting (Cont'd)

(1) Option 1

(a) The Customer establishes a temporary MARC by adding 85% but not more than 100% (depending on the Customer's selection) of MVP qualified access services recurring revenue from the other company or operating business involved in the merger or acquisition billed by the Telephone Company to the Customer's existing MARC as outlined below for a period not to exceed 18 months from the Transaction Close Date.

(b) The Customer must exercise this option within 60 days following the Transaction Close Date.

(c) This option is not available in the final year of the Contract Term Period of this Contract Offer.

(d) The temporary MARC will be calculated by taking the last 3 months of applicable monthly recurring MVP qualified access services revenue for the other company or operating business involved in the merger or acquisition (from the date this option is selected) multiplied by four (4) multiplied by 85% to 100% (depending on the Customer's selection) and adding to that the Customer's existing MARC.

(e) A combined permanent MARC will be established no later than 18 months following the Transaction Close Date using the following calculation.

(i) The last 3 months (at the time of the calculation) of monthly recurring MVP qualified access services revenue for the other company involved in the merger or acquisition multiplied by four (4) and adding to that the Customer's existing MARC.

(ii) The permanent MARC must be at least 85% of temporary MARC as defined in Section 22.47.8.1 (B) (1) (d). (N)

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

22.47 Contract Offer No. 47 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.47.8 Mergers and Acquisitions (Cont'd)

22.47.8.1 Merger and Acquisition Provisions (Cont'd)

(A) Mergers and Acquisitions – Access Service Ratio Impacting (Cont'd)

(2) Option 2

(a) The Customer must add at least 85% but no more than 100% (depending on the Customer's selection) of MVP qualified access services recurring revenue from the other company or operating business involved in the merger or acquisition billed by the Telephone Company to the Customer's existing MARC as outlined below for a period not to exceed 18 months from the Transaction Close Date.

(b) The Customer must exercise this option within 12 months following the Transaction Close Date

(c) This option is not available during the final year of the Contract Term Period of this Contract Offer.

(d) The MARC will be set by taking the last 3 months of applicable monthly recurring MVP qualified access services revenue from the other company or operating business involved in the merger or acquisition (on the date this option is selected) multiplied by four (4) and multiplied by 85% to 100% (depending on the Customer's selection) and adding to that the Customer's existing MARC.

(B) Mergers and Acquisitions – Access Services Ratio Not Impacting

If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or assets constituting an operating business to any other entity, or purchases all stock or substantially all stock or assets constituting an operating business of another company and inclusion of recurring revenue from MVP qualified access services from the other company or companies involved in the merger or acquisition into this Contract Offer will not cause the Customer to fall below the Customer Obligations as defined in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (B) (in the case of any shortfall in meeting the MARC, be in compliance with any requirements to pay any shortfall between the Annual MARC and actual Annual Billing) and Access Service Ratio in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 19.3 (D), the Customer must select from option 3 or 4 below in order to receive incentives and discounts for the other company involved in the merger or acquisition under this Contract Offer. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.47 Contract Offer No. 47 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.47.8 Mergers and Acquisitions (Cont'd)

22.47.8.1 Merger and Acquisition Provisions (Cont'd)

(B) Mergers and Acquisitions – Access Services Ratio Not Impacting (Cont'd)

(1) Option 3

(a) The Customer establishes a temporary MARC by adding 90% to 100% (depending on the Customer's selection) of MVP qualified access services revenue from the other company or operating business involved in the merger or acquisition used to calculate the MARC to the extent outlined below for a period not to exceed 12 months from the Transaction Close Date.

(b) The Customer must exercise this option within 60 days following the acquisition Transaction Close Date.

(c) This option is not available during the final year of the Contract Term Period.

(d) The temporary MARC will be established by taking the last three (3) months of applicable monthly recurring MVP qualified access services revenue for the other company or operating business involved in the merger or acquisition (from the date this option is selected) multiplied by four (4) and multiplied by 90% to 100% (depending on the Customer's selection). This amount will be added to the Customer's existing MARC.

(e) A combined permanent MARC will be established no later than 12 months following the Transaction Close Date using the following calculation:

(i) The last three (3) months (at the time of the calculation) of monthly recurring MVP qualified access services revenues from the other company or operating business involved in the merger or acquisition multiplied by four (4) and adding to that the Customer's existing MARC.

(ii) The permanent MARC must be at least 90% of the temporary MARC as defined Section 22.47.8.1 (C) (4).

(N)

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

22.47 Contract Offer No. 47 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.47.8 Mergers and Acquisitions (Cont'd)

22.47.8.1 Merger and Acquisition Provisions (Cont'd)

(B) Mergers and Acquisitions – Access Services Ratio Not Impacting (Cont'd)

(2) Option 4

(a) The Customer must add at least 90% but no more than 100% (depending on the Customer's selection) of MVP qualified access services recurring revenue from the other company or operating business involved in the merger or acquisition billed by the Telephone Company to the Customer's existing MARC to the extent outlined below for a period not to exceed 12 months from the Transaction Close Date.

(b) The Customer must exercise this option within 12 months of the Transaction Close Date.

(c) This option is not available during the final year of the Contract Term Period of this Contract Offer.

(d) The MARC will be set by taking the last 3 months of applicable monthly recurring MVP qualified access services revenue from the other company or operating business involved in the merger or acquisition (on the date this provision is selected) multiplied by four (4) and multiplied by 90% to 100% (depending on the Customer's selection) and adding to that the Customer's existing MARC. (N)

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

22.47 Contract Offer No. 47 – MVP DS1, DS3 and OCN Service Offer (Cont'd)

22.47.9 Termination Liability Charges

Termination liability language described below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 7.4.10. If the Customer terminates service under this Contract Offer before the completion of the Term Period for any reason whatsoever the Customer agrees to pay the Telephone Company termination liability charges described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 60 days prior to the desired date of termination to the Telephone Company.

If the Customer fails to meet any of the eligibility criteria in section 22.47.3 or fails to maintain any of the Terms and Conditions in section 22.47.4, the Customer will be deemed to have terminated its participation in Contract Offer No. 47 and termination liability charges will apply as stated below and will be payable pursuant to F.C.C. No. 2, Section 2.4.

Customers termination liability shall be equal to:

(A) 100% of all Discounts received under this Contract Offer No. 47 during the six (6) months immediately prior to the date of termination, plus;

(B) 25% of the CARC for each year in the remaining portion of the Term Period.

Any previous gap payments paid by the Customer will be forfeited.

Example C:

The Customer signs up for Contract Offer No. 47 and it begins April 1, 2005. The Customer terminates its participation in Contract Offer No. 47 effective August 15, 2006. The termination liability charge that would apply is calculated as follows:

Annual CARC = $12M
Monthly CARC = $12M / 12 months = $1M
Number of months remaining in contract = 15.5
Remaining value of CARC = 15.5 x $1M = $15.5M
25 % of remaining value of CARC = .25 x $15.5M = $3.875M
February 2006 - July 2006 discounts = $500K

Total Termination Liability Charge = $3.875M + $500K = $4.375M (N)

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

22.48 Contract Offer No. 48– DS1, DS3 Service Offer (N) (Nx)

22.48.1 General Description

DS1, DS3 Service Offer (Contract Offer No. 48) is an access discount pricing plan, for which subscription is required in the following SBC Companies: Ameritech Operating Companies, and Southern New England Telephone Company. Contract Offer No. 48 is available to any Customer with at least $500,000 in cumulative annual revenue for qualified access services as described in Section 22.48.2(C) herein. Customer must meet the eligibility criteria set forth in Section 22.48.2 and also must comply with the terms and conditions as described in Section 22.48.3. (Nx) (N)

Contract Offer No. 48 requires that the Customer maintain a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year Term Period. In the event the Customer does not meet its MARC as of each anniversary date of each term year, Customer must remit the shortfall payment via the Annual True-Up process set forth in Section 22.48.6. Notwithstanding the obligation to pay such shortfall payment, if the Customer does not comply with Section 22.48.6, termination liability charges, in accordance with Section 22.48.9 shall apply.

Contract Offer No. 48 will only be available February 26, 2005 through April 26, 2005.

22.48.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive discounts under Contract Offer No. 48:

(1) Contract Offer No. 48 is only available for rate elements located in the following Metropolitan Statistical Areas (MSAs): Chicago, IL.

(2) Customer cannot subscribe concurrently to Contract Offer No. 48 and to SBC's MVP offering in Section 19.

(3) The Customer and its affiliates must maintain an Access Service Ratio, equal to or greater than 95% The Access Service Ratio is defined in Section 22.48.3 (B) (8) and is measured on the anniversary of the effective date of Contract Offer No. 48. (N) (Nx)

(4) Customer must have a minimum of $500,000 in cumulative annual recurring revenue for DS1 and DS3 Services in the following SBC Companies: Ameritech, and SNET.

(B) Customer must concurrently subscribe to the identical Contract Offer of Contract Offer No. 48 pursuant to the following tariffs:

(1) SNET Tariff F.C.C. No. 39 Section 25, Contract Offer No. 11.

(x) Issued under authority of Special Permission No. 05-012 of F.C.C. (Nx) (N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.48 Contract Offer No. 48– DS1, DS3 Service Offer (Cont'd)

22.48.2 Eligibility Criteria (Cont'd)

(C) Contract Offer No. 48 applies only to pricing-flexibility-qualified access services (hereafter referred to as (Qualified Access Services) contained in the following tariff sections:

(1) DS1/DS3 Service – Ameritech Tariff F.C.C. No. 2., Section 7.5.9 for Phase 1 MSAs and Section 21.5.2.7 for Phase 2 MSAs;
(2) Optical Carrier Network (OCN) Point-To-Point Service/OC48/OC48c/OC192 Service – Ameritech Tariff F.C.C. No. 2, Section 7.5.11 for Phase 1 MSAs, and Section 21.5.2.8 for Phase 2 MSAs;
(3) Dedicated Ring Service – Ameritech Tariff F.C.C. No. 2, Section 7.5.10 for Phase 1 MSAs, and Section 21.5.2.9 for Phase 2 MSAs.

All terms and conditions for the Qualified Access Services listed above are governed by their respective tariff sections except as noted herein.

22.48.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date the Telephone Company receives the completed Letter of Intent. Contract Offer No. 48 is not renewable.

Purchases of the Qualified Access Services are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through filing tariff changes at any time during the Term Period. Any such modifications will not change the terms and conditions of Contract Offer No. 48.

(B) Terms and Conditions

(1) Contract Offer No. 48 is only available February 26, 2005 through April 26, 2005.

(2) Customer must submit a Letter of Intent to the Telephone Company.

(3) Customer must subscribe to this Contract Offer in accordance with the regulations set forth in Ameritech Tariff F.C.C. No. 2, Section 5 – Ordering Options for Switched Access and Special Access Services.

(4) Qualified Access Services (defined in Section 22.48.2 (C) to which the Customer already subscribes as of the commencement of the Term Period shall receive discounts effective upon the commencement of the Term Period of this Contract Offer.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.48 Contract Offer No. 48– DS1, DS3 Service Offer (Cont'd)

22.48.3 Terms and Conditions (Cont'd)

(5) Qualified Access Services (defined in Section 22.48.2 (C) purchased after the commencement of the Term Period shall receive the rate described in Section 22.48.5 Table C only after the Telephone Company completes the access service order.

(6) If the Customer terminates any Qualified Access Services, during the Term Period, termination liability charges shall apply in accordance with Section 22.48.9 shall apply.

(7) Customer must maintain a Minimum Annual Revenue Commitment (MARC), as described in Section 22.48.4, in each year of Contract Offer No. 48's Term Period. Customer must pay an Annual True-Up Amount if they fail to meet their MARC commitment as described in Section 22.48.4 (A), herein.

(8) As required in Section 22.48.2 (A) (3), the Customer and its affiliates must maintain an Access Service Ratio of 95% or greater. The ratio shall be calculated annually as follows: Customer's Annual Access Revenue minus Customer's Annual Wholesale Revenue (defined as the sum of the revenues derived from Customer's purchase of the rate elements listed below in Table B), divided by the Customer's total qualifying Annual Access Revenue. To maintain compliance with Contract Offer No. 48, the ratio each year of the Term Period must be greater than or equal to 95%. The 95% ratio is calculated as follows:

(Annual Access Revenue – Annual Wholesale Revenue) / Annual Access Revenue

(a) The associated rate elements, as defined below, apply when the Customer (and its affiliates') Annual Access Revenue equals the Customer (and its affiliates') current interstate annual recurring billed revenue:

TABLE A:

Service	General/Basic Description
Entrance Facilities	6.1.3 (A)(1)(a)
Direct Transport Services	6.1.3 (A)(1)(b)
Direct Analog	7.2.3
Base Rate, DS1 and DS3 Services	7.2.9
Optical Carrier Network (OCN)	7.2.10
Dedicated SONET Ring Service	7.2.11

(N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.48 Contract Offer No. 48– DS1, DS3 Service Offer (Cont'd)

22.48.3 Terms and Conditions (Cont'd)

(8) (Cont'd)

(b) The associated rate elements apply, as described in table B below, when the Customer's (and its affiliates') Annual Wholesale Revenue equals the Customer's (and its affiliates') annual recurring billed revenue not included in the interstate and intrastate tariff(s).

TABLE B:

Service Level	Associated Rate Elements Not Included in Interstate/Intrastate Tariff
DS1/LT1	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/LT3	DS3 Loop DS3 Entrance Facilities DS3 Interoffice Transport DS3 Cross Connects DS1/DS3 Multiplexing All DS3 non-tariffed Committed Information Rate Broadband Services
Other Transport Products	Dark Fiber – Interoffice Dark Fiber – Loop Dark Fiber – Subloop Dark Fiber Cross Connects

(c) As new associated rate element are introduced and are added to Table B above, all annual recurring revenues associated with Customer's purchase of the new associated rate elements on and after that date shall automatically be added to the Customer's Annual Wholesale Revenue as defined in Section 22.48.3 (8) preceding, for calculation of the Access Service Ratio.

(d) If the Customer fails to meet the Access Service Ratio in any given year of the Term Period of this Contract Offer, after notification by the Telephone Company of such failure, Customer must notify the Telephone Company in writing within five (5) business days that it will meet or exceed a 95% Access ratio within 60 days. Failure to notify in five (5) days and/or failure to rectify in 60 days will cause termination of Contract Offer No. 48 and termination liability charges will apply as set forth in Section 22.48.9.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.48 Contract Offer No. 48– DS1, DS3 Service Offer (Cont'd)

22.48.3 Terms and Conditions (Cont'd)

(9) The Customer shall not be permitted to combine discounts under this Contract Offer, or to apply revenues subject to this Contract Offer, with any other discounts available pursuant to Section 22 for Subject Services under this Contract Offer.

(10) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 48 pursuant to F.C.C. No. 2, Section 2.1.2 the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled unless: (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or (2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(a) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly, more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(b) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.48 Contract Offer No. 48– DS1, DS3 Service Offer (Cont'd)

22.48.4 Minimum Annual Revenue Commitment (MARC)

This Contract Offer requires the Customer to maintain a Minimum Annual Revenue Commitment (MARC) for the duration of the Term Period. The MARC will be calculated as outlined below in Section 22.48.4 (A).

(A) Determining the Minimum Annual Revenue Commitment

The Customer's MARC for Year 1 is at least $500,000 in cumulative annual revenue for Qualified Access Services.

The MARC for Years 2, 3, 4 and 5 will be reviewed annually on the anniversary date of the Term Period of this Contract Offer. The MARC for Years 2, 3, 4 and 5 will be calculated as follows:

Sum of the recurring revenue for all Qualified Access Services of the pervious three (3) months of the contract year, multiplied by four (4), multiplied by 95%.

If the recalculated MARC is greater than the previous year's MARC, the newly recalculated MARC will apply. If the recalculated MARC is less than the previous year's MARC, the previous year's MARC will carryover for the new year.

Example of Year 2 MARC Establishment: Customer's Year 1 MARC is established at $500,000. End of Year 1 the total recurring revenue of the previous 3 months totaled $150,000. Multiply that number by 4 and by 95% the Customer's Year 2 MARC is set at $570,000.

$150,000 X 4 X .95 = $570,000

(B) Failure to Achieve the MARC

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

(1) The Customer pays the difference between the Annual MARC for the current term year and the actual annual recurring revenue for the Subject Services as set forth in the true-up process as described in Section 22.48.6 within 60 days ; or

(2) The Customer terminates its Contract Offer No. 48 and pays termination liability charges as set forth in Section 22.48.9, following. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.48 Contract Offer No. 48– DS1, DS3 Service Offer (Cont'd)

22.48.5 Rates

Table C below contains the discounted rates for Contract Offer No. 48. Each new circuit (Channel Termination / LDC and Mileage) must be located entirely in the MSAs listed in Section 22.48.2 (A) (1). to be eligible for these rates.

TABLE C:

The Telephone Company shall waive the following Non-Recurring charges(NRCs) associated with the purchase of qualifying DS1, DS3, OCN Point to Point and Dedicated Ring Services for Customers subscribed to Contract Offer No. 48:

Circuit Mileage	DS1 Monthly Rate Per Circuit:
0	$113.00
1-10	$185.00
11-20	$225.00
Rate Element	DS3 Monthly Rate Per Element
LDC	$807.50
CMT	$232.75
CM	$33.15
CO Mux	$427.50

(1) Design and Central Office Connection Charge per Circuit; Section 7.4.2; and
(2) Customer Connection Charge per termination; Section 7.4.2

22.48.6 Portability

DS1 Portability shall be provided as follows: The Telephone Company will credit the Customer any paid early termination liability charges for the disconnection of DS1s throughout the term of Contract Offer No. 48, provided that the eligibility criteria in Section 22.48.2, and terms and conditions in Section 22.48.3 have been met.

DS3 Portability shall be provided as follows: The Telephone Company will credit the Customer any paid early termination liability charges for the disconnection of DS3s throughout the term of Contract Offer No. 48 as long as the DS3 has been in service for a minimum of one (1) year, provided that the eligibility criteria in Section 22.48.2 and terms and conditions in Section 22.48.3 have been met. (N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.48 Contract Offer No. 48– DS1, DS3 Service Offer (Cont'd)

22.48.7 Annual True-Up

The Telephone Company shall conduct an Annual True-Up on the anniversary date of each term year of this Contract Offer based on the Customer's MARC commitment. If the Customer fails to achieve the annual MARC commitment as of the anniversary date, the Customer will be notified by the Telephone Company SBC and will be required to remit an Annual True-Up payment to reach the MARC commitment. The true-up calculation will be performed as follows:

Annual MARC – Actual Annual recurring revenues for Qualified Access Services =Annual True-Up Amount

If the Customer fails to submit its Annual True-Up payment to the Telephone Company amount within 60 days upon notification from the Telephone Company, the Customer is deemed to have terminated its Contract Offer No. 48 and termination charges will apply as set forth in Section 22.48.9

22.48.8 Technology Upgrade

As long as the Customer meets the eligibility criteria in Section 22.48.2 and the Terms and Conditions in Section 22.48.3, the Customer may purchase Services which offer features based on upgraded technology from the Telephone Company to replace one or more services listed in Section 22.48.3(B)(8) Table A. Once eligibility is determined, the Telephone Company shall waive termination penalties provided that the desired upgraded technology:

(a) Is comparable to existing Subject Services;
(b) provides substantially the same functionality as the existing Qualified Access Services;
(c) Customer agrees to purchase the upgraded technology for at least the remainder of the Term Period of this Contract Offer.

(N)

ACCESS SERVICE

(N)

22.48.9 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in Tariff No. 48, Section 7.4.10 (C). If the Customer terminates service under this Contract Offer before the completion of the term period for any reason, 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 60 days prior to the desired date of termination of the Qualified Access Services pursuant to this Contract Offer.

If the Customer fails to meet any of the eligibility criteria as described in Section 22.48.2, or fails to meet any of the Terms and Conditions in Section 22.48.3, the Customer will be deemed to have terminated services under this Contract Offer and are payable pursuant to F.C.C. No. 2, Section 7.

If the Customer terminates this Contract Offer before the completion of the term period, the Customer's termination liability charges for termination of the contract shall be equal to:

50% of the difference between the Actual Current Annual Recurring Revenue for Qualified Access Services and the annual MARC at the time of termination, plus 50% of the annual MARC at the time of termination for each subsequent year remaining in the term period.

50% (Annual MARC - Annual Current Recurring Revenue) + 50% (Annual MARC x years remaining) = termination liability

For example, the Customer terminates the contract in Year 2 and Customer has 3 years remaining in a 5 year term period. Customer's current MARC at time of termination is $500,000 and actual recurring revenue is $ 400,000. The Termination liability charge will be as follows:

50% ($500,000 - 400,000) + 50% ($500,000 x 3) = $800,000 termination liability charge (N)

22. Pricing Flexibility Contract Offerings (N)

22.49 Contract Offer No. 49 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer

22.49.1 General Description

OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer ("Contract Offer No. 49") is an access pricing package plan. Contract Offer No. 49 provides the Customer with an OC-192 dedicated ring based custom network provided for the sole use of the Customer, connecting multiple customer designated locations and specified Telephone Company Central Offices (COs) via self-healing network designs. The scaled flat-rate pricing package includes all transport rate elements and components of the SONET, DS3 and DS1 transport bandwidth that make up the Customer's network as described in Section 22.49.3 (B) (10).

OC-192 WAMS Dedicated Ring Service Offer is available to Customers ordering OC-192 Dedicated Ring Service with a maximum of six (6) dedicated ring nodes. The OC-192 WAMS Dedicated Ring Network may include any of the following services, up to the bandwidth limits as specified in Section 22.49.3 (B) (10), for the purpose of building the network architecture design: Special Access Service-Optical Carrier Network (OCN) Point-to-Point Service, DS3 Service, DS1 Service and Switched Access Service-Switched Transport.

OC-192 WAMS Dedicated Ring Service Offer permits Customers located in Phase 1 and Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) that meet Contract Offer No. 49 Terms and Conditions listed in Section 22.49.3, to pay the rates listed in Section 22.49.4 for a new OC-192 WAMS Dedicated Ring Service. This contract offering is only available in the MSAs listed in Section 22.49.3 (B) (1).

22.49.2 Services Available Under OC-192 WAMS Dedicated Ring Service Offer

(A) OC-192 WAMS Dedicated Ring Service Offer applies to pricing-flexibility-qualified access services contained in the following tariff sections:

(1) Ameritech OC-192 Dedicated Ring Service – Ameritech Tariff F.C.C. No. 2, Section 7.5.11 for Phase 1 & Section 21.5.2.9 for Phase 2 MSAs;
(2) Optical Carrier Network (OCN) Point-To-Point Service - Ameritech Tariff F.C.C. No. 2, Section 7.5.10 for Phase 1 & Section 21.5.2.8 for Phase 2 MSAs;
(3) Ameritech DS1 Service and Ameritech DS3 Service - Ameritech Tariff F.C.C. No. 2, Section 7.5.19 for Phase 1 & Section 21.5.2.7 for Phase 2 MSAs;
(4) Switched Transport - Ameritech Tariff F.C.C. No. 2, Section 6 for Phase 1 & Section 21 for Phase 2 MSAs;

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

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

22.49 Contract Offer No. 49 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (Cont'd)

22.49.3 OC-192 WAMS Dedicated Ring Service Offer Terms and Conditions

(A) Term Period

The contract term is 72 months (6 years), (the "Term Period"), commencing on the date the Telephone Company completes and Customer accepts the OC-192 Dedicated Ring access service order. Billing will commence no later than 30 days after the Term Period commences. This offer is not renewable.

At the expiration of the Term Period, Customer may choose from the payment options in:

(1) Section 7 for OC-192 Dedicated Ring Service, Optical Carrier Network (OCN) Point-to-Point Service, and DS1 and DS3;
(2) Section 6 for Switched Access Service - Switched Transport.

If at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections listed above, in the case of Switched Transport and DS1 and DS3, the Customer will automatically be billed the prevailing monthly rate found in Section 7 or 21, as applicable; and in the case of OC-192 Dedicated Ring Service and Optical Carrier Network (OCN) Point-to-Point Service, the Customer will automatically be billed the prevailing monthly extension rate found in Section 7 or 21, as applicable.

During the Term Period, monthly rates for service as listed in Section 22.49.4 will not change. Rate stability under this contract term period applies only to the rates specific to Contract Offer No. 49 as listed in Section 22.49.4. Purchase of the services listed above under Contract Offer No. 49 are also subject to certain rates and charges in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 13-Additional Engineering, Additional Labor & Miscellaneous Services and 21-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 22.49.4, as applicable and such rates and charges may be modified through the filing of tariff changes at any time during the Term Period. (N)

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

22.49 Contract Offer No. 49 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (Cont'd)

22.49.3 OC-192 WAMS Dedicated Ring Service Offer Terms and Conditions (Cont'd)

(A) Term Period (Cont'd)

Purchase of the services listed above under Contract Offer No. 49 are subject to the specific terms and conditions of Section 22.49.3(B) below. Purchase of the services listed above under Contract Offer No. 49 are also subject to general terms and conditions of F.C.C.Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 6-Switched Access Service, 7-Special Access Service and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

All terms and conditions specified herein shall supersede and be controlling to the extent of any explicit conflict with any other tariff sections of the Tariff F.C.C. No. 2 now and in the future. Notwithstanding the supersedure process in the preceding sentence, such supersedure shall not apply in the event of any change to this Tariff F.C.C.No. 2 required by order of the Commission or any conflict resulting therefrom.

(B) Terms and Conditions

(1) This Contract Offer No. 49 is only available for circuits located in the following Metropolitan Statistical Areas (MSAs):

(a) Phase 1 Pricing-Flexibility MSAs: Davenport/Rock Island/Moline, Peoria/Pekin;
(b) Phase 2 Pricing-Flexibility MSAs: Champaign/Urbana, Chicago, Decatur, Rockford and Springfield, Illinois.

(2) This Contract Offer No. 49 is only available March 3, 2005 through April 3, 2005.

(3) Maintain transport facilities to Cell Sites equal to or greater than 15% of the total WAMS Network of DS3 and DS1 service;

(4) All traffic must originate or terminate at a Mobile Switching Center (MSC);

(5) The Customer will not be able to subscribe to any other contract offerings in Section 22 in conjunction with the OC-192 WAMS Dedicated Ring Service Offer;

(N)

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

22.49 Contract Offer No. 49 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (Cont'd)

22.49.3 OC-192 WAMS Dedicated Ring Service Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(6) Services under this Contract Offer No. 49 will not be eligible for benefits under the Managed Value Plan (MVP) offering in Section 19;

(7) Except as otherwise provided in Contract Offer No. 49, Customer agrees to subscribe to this service in accordance with the regulations set forth in Section 5;

(8) If Customer should discontinue service under Contract Offer No. 49 during the Term Period, termination liability charges, if applicable, will be determined in accordance with Section 22.49.6;

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

(10) During the Term Period, the Customer may issue service orders aggregating up to the capacity bandwidth of the OC-192 WAMS Dedicated Ring Network without incurring any increase in the rates and charges set forth in Section 22.49.4. The capacity limits are:

Rate Elements	Quantity
Ameritech OC-192 Dedicated Ring	6 Nodes
Dedicated Ring Mileage	102 Miles
Dedicated Ring Add/Drop Capability	6
OC- 3 Ports	80
OC-3 OCN-PTP (Optical Carrier Network Point-to-Point)	16
OC-3 OCN-PTP Average Mileage*	10 Miles
1+1 OC-3 Protection	16
DS3 Ports	144
DS3 Average Mileage*	10 Miles
Special Access DS3 Service	72
Switched Access-Switched Transport DS3	72
Special Access DS1 Service	2016
DS1 Average Mileage*	10 Miles
Switched Access-Switched Transport DS1	2016

* Note – Additional mileage charges will apply if a single circuit increases the total average mileage above 5% of the limits set forth above. Additional mileage charges will be the prevailing monthly tariff rates as listed in Section 7 or 21, as applicable, per mile above the average of 10.

Example: The Customer has 50 DS3 circuits, total actual mileage equals 450 miles with average mileage of 9 miles (450/50). The Customer provisions a DS3 circuit on the WAMS Network with actual mileage of 50 miles. The total actual mileage equals 500 with average mileage of 9.8 miles (450+50/50+1). No additional mileage charges apply. (N)

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

22.49 Contract Offer No. 49 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (Cont'd)

22.49.3 OC-192 WAMS Dedicated Ring Service Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(11) Customers who subscribe to the Contract Offer No. 49 may move DS1 and DS3 services as listed in Section 22.49.3 (B) (10) without changing the Term Period or incurring termination liability charges. Disconnect orders associated with moves do not have to be coordinated with add orders provided the following conditions are met:

(a) New service location is within the same MSA as the original service; and
(b) Where facilities do not exist, Customer pays all applicable Special Construction charges.

(12) Customers who subscribe to Contract Offer No. 49 may disconnect DS1 and DS3 services as listed in Section 22.49.3 (B) (10) without changing the Term Period or incurring termination liability charges, nor will the rates and charges be changed as a result of the disconnect;

(13) If the Customer requests modifications to the Contract Offer No. 49 network design originally constructed for the Customer under Contract Offer No. 49, the Customer agrees to pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to: reconfiguration of existing ports, shelf rearrangements, node moves, ring design provisioning changes and customer premises rearrangements;

(14) If the Customer requests additional bandwidth, ring nodes, ring mileage, drop ports or other service feature and functions not included in 22.49.3 (B) (10), the Customer will pay the prevailing tariff rates for those additions as contained in Section 21-Metropolitan Statistical Area Access Services;

(15) If the Customer requests that the OC-192 WAMS Dedicated Ring Service be converted to a different higher grade service in the same MSA covered under this contract offering, such conversions are subject to the following conditions:

(a) If the aggregate of the monthly payments with respect to the upgraded service over the term of such service (the "Upgrade Service Revenue Value") is equal to or greater than the aggregate of the monthly payments with respect to Contract Offer No. 49 over the remainder of the Term Period (the "Existing Service Revenue Value"), the upgrade is allowable;

(b) If the Upgrade Service Revenue Value is less than the Existing Service Revenue Value, the upgrade is not allowed, unless the Customer makes a one-time payment equal to the difference between the Upgrade Service Revenue and the Existing Service Revenue Value. This payment must be made before the Telephone Company begins work on the requested upgrade.

(N)

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

22.49 Contract Offer No. 49 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (Cont'd)

22.49.3 OC-192 WAMS Dedicated Ring Service Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(15) (Cont'd)

(c) If the upgrade is not allowable and if the Customer elects not to make an up-front payment, but the Customer notifies the Telephone Company in writing of its desire to convert to the upgraded service, then the Telephone Company will terminate Contract Offer No. 49 and assess termination liability as determined in accordance with Section 22.49.6.

(16) The Telephone Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of the Telephone Company's business. Notice will be provided utilizing mutually agreed upon methods. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the Customer to determine reasonable notification requirements including any advance notification as applicable.

(17) If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 49 pursuant to Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in Section 2.1.2 are fulfilled unless the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

(N)

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

22.49 Contract Offer No. 49 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (Cont'd)

22.49.3 OC-192 WAMS Dedicated Ring Service Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(17) (Cont'd)

(b) (Cont'd)

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

22.49.4 Rates and Charges:

Non-Recurring Charges (NRC):

Charge	USOC	NRC
Administrative Charge per Service Order	ORCMX	$60
Dedicated Ring Design and Central Office Connection Charge	NRMCK	$2,250

Monthly Recurring Charges (MRC):

Months	MRC
1 to 12	$237,684
13 to 24	$332,867
25 to 36	$432,081
37 to 48	$555,957
49 to 60	$598,533
61 to 72	$598,533

22.49.5 Credit Allowance for Service Interruptions

(A) When a Credit Allowance Applies

The credit allowance language contained below applies in lieu of credit allowance language contained in Section 2. These credits are exclusive to Contract Offer No. 49 and no other credits from any other service assurance plans in other sections of the tariff will be applicable.

A service interruption occurs when any circuit becomes unusable to the Customer because of a failure of a facility component used to furnish service under this Contract Offer No. 49 or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the Customer. An interruption period starts when an unusable circuit is reported to the Telephone Company within 24 hours of the interruption, and ends when the circuit is usable. The Telephone Company may require joint out of service testing and correction of the interruption. In case of a service interruption, allowance for the period of interruption, if not due to the negligence of the Customer shall be as follows: (N)

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

22.49 Contract Offer No. 49 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (Cont'd)

22.49.5 Credit Allowance for Service Interruptions (Cont'd)

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

DS3/DS1 Service Circuits and Switched Access Service-Switched Transport DS3:

(1) The Customer shall be credited for an interruption of service of one (1) minute or more at the fixed rate credit shown below per circuit:

(a) DS3 Service:	$831
(b) Switched Access Service-Switched Transport DS3:	$377
(c) DS1 Service:	$185

In any monthly billing period, as a result of an interruption of service, the total fixed rate credit per circuit will not exceed the specified amount shown in the following table:

(a) DS3 Service:	$831
(b) Switched Access Service-Switched Transport DS3:	$377
(c) DS1 Service:	$185

In any monthly billing period, as a result of an interruption of service, the total credit for all circuits will not exceed the amounts listed below:

(a)Year 1	$112,493
(b)Year 2	$207,676
(c)Year 3	$306,890
(d)Year 4	$430,766
(e)Year 5	$473,342
(f) Year 6	$473,342

These credits are in addition to the credits in (2) and (3) below.

OC-192 WAMS Dedicated Ring

(2) The Customer shall be credited a fixed rate credit per Node when a port-to-port connection experiences a service interruption of one (1) minute or more.

(a) Ameritech OC-192 Dedicated Ring Service per Node: $18,083

In any monthly billing period, as a result of an interruption of service, the total fixed rate credit per Node will not exceed the specific amount shown below for that particular node:

(b) Ameritech OC-192 Dedicated Ring Service per Node: $18,083

These credits are in addition to the credits in (1) above and (3) below.

(N)

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

22.49 Contract Offer No. 49 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (Cont'd)

22.49.5 Credit Allowance for Service Interruptions (Cont'd)

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

Optical Carrier Network-Point-to-Point Service (OCN-PTP)

(3) The Customer shall be credited for an interruption of service of one (1) minute or more at the fixed rate credit shown below per circuit:

(a)OCN-PTP Service per OC-3 Circuit:	$1,043
(b)OCN-PTP Service per OC-1 Circuit:	$348

In any monthly billing period, as a result of an interruption of service, the total credit per circuit will not exceed the specific amount shown below for that particular circuit:

(c)OCN-PTP Service per OC-3 Circuit:	$1,043
(d)OCN-PTP Service per OC-1 Circuit:	$348

These credits are in addition to the credits in (1) and (2) above.

Example: When an OC-192 node provisioned with one (1) OC-3 OCN PTP circuit, three (3) Ameritech DS3s and one hundred (100) Special Access DS1s experience a service interruption for all of these elements for one (1) minute or more, the following fixed rate credits will apply:

DESCRIPTION	QTY	CREDIT	AMOUNT
OC-192 Node	1	$ 18,083	$ 18,083
OC-3 Point-to-Point	1	$ 1,043	$ 1,043
Special Access DS3	3	$831	$ 2,493
Special Access DS1	100	$185	$ 18,500
Total Credit Allowance			$ 40,119

(B) When a Credit Allowance Does Not Apply

(1) Interruptions caused by the negligence of the Customer.

(2) Interruptions of a service caused by the failure of equipment or systems provided by the Customer or others on behalf of the Customer.

(3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated. (N)

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

22.49 Contract Offer No. 49 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (Cont'd)

22.49.5 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Does Not Apply (Cont'd)

(4) Interruptions of a service when the Customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.

(5) For service provided under a Shared Facility Credit/Shared Facility Channel Service arrangement, only those Customers who notify the Telephone Company of a service outage will receive a credit allowance.

(6) Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

(7) Periods of temporary discontinuance as set forth in Section 2.2.1(B) preceding. The Telephone Company shall provide the Customer with prompt written notice specifying the basis of the Telephone Company's determination that temporary discontinuance of the use of a service has been required.

(8) Periods of interruption as set forth in Section 13.3.1.

(9) Interruptions caused by or related to work stoppages, governmental orders, civil commotions, insurrections, riots, and criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control.

(N)

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

22.49 Contract Offer No. 49 – OC-192 Wireless Advantage Managed Services (WAMS) Dedicated Ring Service Offer (Cont'd)

22.49.6 Termination Liability

Termination liability as described below applies in lieu of the termination liability described in Section 7.4.10(C). If Customer terminates the Contract Offer No. 49 before the completion of the term for any reason other than due to "Excessive Service Outages" as defined below or an upgrade as may be allowed under Section 22.49.3 (B) (15), Customer agrees to pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination of service. Customer's termination liability for termination of service shall be equal to:

- 50% of all recurring charges for the balance of Customer's 6 years (72 month) term.

The termination liability charge would be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: Customer terminates service after three years and has thirty-six months remaining in a seventy-two month term plan.

The termination liability would be calculated as:

Year	Months		Monthly Recurring Rate		Termination Percentage	Termination Liability Charges
4	12	X	$555,957.00	X	.50	$3,335,742
5	12	X	$598,533.00	X	.50	$3,591,198
6	12	X	$598,533.00	X	.50	$3,591,198
					Total	$10,518,138

An Excessive Service Outage occurs when the OC-192 WAMS Dedicated Ring experiences simultaneous equipment service interruptions of both the working and protection path of the network and the service interruptions have not been excepted from treatment for a credit allowance under Section 22.49.5(B) above. If during any consecutive twelve (12) month period there are more than two (2) Excessive Service Outages, the Customer may terminate its purchase of service under Contract Offer No. 49 without incurring termination liability charges. Such termination shall be effective two hundred and forty (240) calendar days following delivery of written notice to the Telephone Company and notice of intent to terminate service must be given within thirty (30) calendar days of the third or any subsequent Excessive Service Outage within the same consecutive twelve (12) month period. (N)

22. Pricing Flexibility Contract Offerings

(N)

22.50 Contract Offer No. 50 –Dedicated SONET Ring Offer

22.50.1 General Description

Dedicated SONET Ring Offer (Contract Offer No. 50) is an access discount plan that permits Customers located in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs), as described in Section 21, to pay the discounted rates listed in Section 22.50.4 for one (1) OC-12, one (1) OC-48, and one (1) OC-192 Dedicated Ring Service. Customers must meet the eligibility criteria, as set forth in Section 22.50.2, and the Terms and Conditions, as set forth in Section 22.50.3, to receive discounts under this Contract Offer.

This Contract Offer is available March 4, 2005 through April 4, 2005 and this offer is not renewable.

22.50.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the Contract Offer No. 50 discount:

(1) Service must be located in the pricing flexibility eligible MSA listed in 22.50.3 (B) (1);

(2) Customer must have ordered one (1) OC-12, one (1) OC-48 and one (1) OC-192 Dedicated Ring Service between May 15, 2004 and October 31, 2004; and

(3) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(B) Contract Offer No. 50 applies to pricing-flexibility-qualified access services contained in the following tariff section:

Ameritech Tariff F.C.C. No. 2, Section 21.3 for OC-12, OC-48 and OC-192 Dedicated Ring services (referred to as “Qualifying Services”).

(C) All terms and conditions for the Qualifying Services listed above are governed by their respective tariff sections except as noted herein.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.50 Contract Offer No. 50 – Dedicated SONET Ring Offer (Cont'd)

22.50.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) for OC-192 and OC-48 Dedicated SONET Ring services is five (5) years commencing on the installation date for the OC-48 and OC-192 Dedicated Ring Service. The contract term (Term Period) for OC-12 Dedicated Ring service is three (3) years from the installation date for the OC-12 Dedicated Ring Service. The rates and charges, as described in Section 22.50.4, herein, for each existing qualifying service listed above will commence on the date the Customer submits its Letter of Subscription (LOS).

At the expiration of Term Period for OC-12, OC-48 and OC-192 Dedicated Ring services, the Customer may choose from the payment options in Section 7 for OC-12, OC-48 and OC-192 Dedicated Ring Service.

If, at the expiration of the Term Period for OC-12, OC-48 and OC-192 Dedicated Ring services, the Customer does not choose to disconnect or to select a payment option from Section 7, the Customer will automatically be billed the current monthly extension rates found in Section 21.5.2.

Rate stability under the Term Period applies only to the rates specific to Contract Offer No. 50 as listed in Section 22.50.4. Purchase of the Qualifying Services listed above under Contract Offer No. 50 are subject to the specific terms and conditions of Section 22.50.3. Purchases of the services listed above under Contract Offer No. 50 are also subject to general terms and conditions of F.C.C. Tariff No. 2, and the terms and conditions in F.C.C. Tariff No. 2 may be modified through the filing of tariff changes at any time during the Term Period. In no event, however, shall changes to F.C.C. Tariff No. 2 result in a rate increase to the Qualifying Services Customer has ordered pursuant to this Contract Offer No. 50.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.50 Contract Offer No. 50 – Dedicated SONET Ring Offer (Cont'd) (N)

22.50.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer No. 50 is only available for circuits located in the following MSAs: Chicago, IL; Columbus, OH and Milwaukee, WI.

(2) This Contract Offer No. 50 is only available between March 4, 2005 through April 4, 2005;

(3) Customer must submit a Letter of Subscription (LOS) to the Telephone Company;

(4) If the Customer should discontinue a Qualifying Service under Contract Offer No. 50 at any time during the Term Period, termination liability charges will apply in accordance with Section 22.50.5;

(5) Customer must subscribe to Contract Offer No. 50 in accordance with Section 22.50.3 above and, as applicable, in accordance with the regulations set forth in Section 5;

(6) If the Customer requests modifications to the Contract Offer No. 50 network design originally constructed for the Customer under Contract Offer No. 50, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to: reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and Customer premise rearrangements;

(7) Services under this Contract Offer No. 50 will not be eligible for additional discounts under the Managed Value Plan (MVP) offering in Section 19;

(8) Customer will not be able to subscribe to any other contract offerings in Section 22 in conjunction with this Contract Offer No. 50;

(9) Provided that Customer meets the Eligibility Criteria in Section 22.50.2 and the Terms and Conditions in Section 22.50.3, Customer will be allowed to terminate this Contract Offer without incurring Termination Liabilities as set forth in Section 22.50.5, herein, if the Customer subsequently obtains the same Qualifying Services provided under this Contract Offer pursuant to a new effective contract offer, provided that the Customer meets the following criteria for subscription to the new contract offer.

(a) The Customer submits an LOS for purposes of subscribing to the Qualifying Services pursuant to the new contract offer;

(b) The Customer obtains, pursuant to the new contract offer, Qualifying Services with a capacity equal to or greater than the capacity of the Qualifying Service provided pursuant to this Contract Offer;

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.50 Contract Offer No. 50 – Dedicated SONET Ring Offer (Cont'd)

22.50.3 Terms and Conditions (Cont'd)

(B) (Cont'd)

(9) (Cont'd)

(c) The monthly revenues of the new contract offer are equal to, or greater than, those of this Contract Offer ; and

(d) The Term Period of the new contract offer is at least three (3) years.

(10) If the Customer wishes to assign or transfer its use of Qualifying Services under this Contract Offer No. 50 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled unless the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(a) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly, more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or If any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

(N)

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

22.50 Contract Offer No. 50 Dedicated SONET Ring Offer (Cont'd)

22.50.4 Rates and Charges

(A) OC-12 Dedicated Ring Service Rates and Charges:

Customer shall pay the following Nonrecurring Charge (NRC) and Monthly Recurring Charge (MRC) for the OC-12 Dedicated Ring Service:

Nonrecurring Charges (NRC):
Administrative Charge-OC-12 (ORCMX) $ 60.00
Design and Central Office Connection Charge-OC-12 (NRBCL) $ 600.00

Monthly Recurring Charge (MRC):
OC-12 Dedicated Ring Service in Columbus, OH $ 7,587.00

The OC-12 Dedicated Ring Service MRC includes the following components:

OC-12 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5DX	1
Central Office Node	FC5DX	1
Ports-DS3 at OC-12Node	SPRCX	12
Mileage	IL5XX	2

(B) OC-12 Dedicated Ring Additional Services Rates and Charges:

Customer may subscribe to the following additional OC-12 Dedicated Ring services at the MRC rates below:

OC-12 Dedicated Ring	USOC	MRC
Additional Customer Premise Node	FP5DX	$ 3,465.00
Additional Central Office Node	FC5DX	$ 2,358.00
Additional Ports - DS3 at OC-12 Node	SPRCX	$ 108.00
Mileage	IL5XX	$ 234.00

If a node is added after the initial installation of the OC-12 Dedicated Ring, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the node MRC for a minimum period of twelve (12) months, and if the Term Period for the node is less than twelve (12) months, Customer shall be billed at the above MRC with any lump-sum to be billed at the end of the Term Period. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.50 Contract Offer No. 50 Dedicated SONET Ring Offer (Cont'd) (N)

22.50.4 Rates and Charges (Cont'd)

(C) OC-48 Dedicated Ring Service Rates and Charges:

Customer shall pay the following Nonrecurring Charge (NRC) and Monthly Recurring Charge (MRC) for the OC-48 Dedicated Ring Service:

Nonrecurring Charges (NRC):
Administrative Charge-OC-48 (ORCMX) $ 60.00
Design and Central Office Connection Charge-OC-48 (NRBCL) $ 600.00

Monthly Recurring Charge (MRC):
OC-48 Dedicated Ring Service in Milwaukee, WI $ 32,296.00

The OC-48 Dedicated Ring Service MRC includes the following components:

OC-48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	1
Central Office Node	FC5EX	3
Add/Drop Capability	MPEFX	10
Ports-DS3 at OC-48 Node	SPRKX	96
Mileage	IL5XX	22

(D) OC-48 Dedicated Ring Additional Services Rates and Charges:

Customer may subscribe to the following additional OC-48 Dedicated Ring services at the MRC rates below:

OC-48 Dedicated Ring	USOC	MRC
Additional Customer Premise Node	FP5EX	$ 3,784.00
Additional Central Office Node	FC5EX	$ 3,520.00
Additional Add/Drop Capability, Per Arrangement	MPEFX	$ 440.00
Additional Ports - DS3 at OC-48 Node	SPRKX	$ 96.80
Mileage, Per Mile OC-48	IL5XX	$ 193.60

If a node is added after the initial installation of the OC-48 Dedicated Ring, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the node MRC for a minimum period of twelve (12) months, and if the Term Period for the node is less than twelve (12) months, Customer shall be billed at the above MRC with any lump-sum to be billed at the end of the Term Period. (N)

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

22.50 Contract Offer No. 50 Dedicated SONET Ring Offer (Cont'd)

22.50.4 Rates and Charges (Cont'd)

(E) OC-192 Dedicated Ring Service Rates and Charges:

Customer shall pay the following Nonrecurring Charge (NRC) and Monthly Recurring Charge (MRC) for the OC-192 Dedicated Ring Service:

Nonrecurring Charges (NRC):
Administrative Charge-OC-192 (ORCMX) $ 60.00
Design and Central Office Connection Charge-OC-192 (NRBCL) $ 2,250.00

Monthly Recurring Charge (MRC):
OC-192 Dedicated Ring Service in Chicago, IL $ 342,625.60

The OC-192 Dedicated Ring Service MRC includes the following components:

OC-192 Dedicated Ring	USOC	Quantity
Customer Premise Node	GP5AX	6
Central Office Node	GC5AX	8
Add/Drop Capability Per Node	MXRGX	14
Optical/Electrical Add/Drop Per Node	MXJGX	12
Ports- DS3 at OC-192 Node	S9QGX	674
Ports- OC-12 at OC-192 Node	S9NGX	14
Mileage	IL5XX	119

(F) OC-192 Dedicated Ring Additional Services Rates and Charges:

Customer may subscribe to the following additional OC-192 Dedicated Ring services at the MRC rates below:

OC-192 Dedicated Ring	USOC	MRC
Additional Customer Premise Node	GP5AX	$ 14,080.00
Additional Central Office Node	GC5AX	$ 12,496.00
Additional Add/Drop Capability Per Node	MXRGX	$ 3,168.00
Additional Optical/Electrical Add/Drop Per Node	MXJGX	$ 1,760.00
Additional Ports- DS3 at OC-192 Node	S9QGX	$ 96.80
Additional Ports- OC-12 at OC-192 Node	S9NGX	$ 316.00
Additional Mileage	IL5XX	$ 193.60

If a node is added after the initial installation of the OC-192 Dedicated Ring, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the node MRC for a minimum period of twelve (12) months, and if the Term Period for the node is less than twelve (12) months, Customer shall be billed at the above MRC with any lump-sum to be billed at the end of the Term Period. (N)

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(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.50 Contract Offer No. 50 – Dedicated SONET Ring Offer (Cont'd)

22.50.5 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates any Qualifying Service under Contract Offer No. 50 before the completion of the Term Period for OC-12, OC-48 and OC-192 Dedicated Ring services for any reason, other than a service interruption caused by Telephone Company, Customer must pay to the Telephone Company termination liability charges as described below. If the Customer is not in compliance with the Eligibility Criteria in Section 22.50.2 or the Terms and Conditions in Section 22.50.3, termination liability charges will also apply. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.2.11.

Customer's termination liability charges for termination of a Qualifying Service shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's Term Period(s), as applicable.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: Customer with a $300,000 monthly recurring charge terminates service after three (3) years and has twenty-four (24) months remaining in a five-year (5) Term Period. The termination liability would be calculated as:

$300,000 X 24 X 50% = $3,600,000 termination liability charge.

If Customer terminates any Qualifying Service under Contract Offer No. 50 before the completion of the Term Period for reason of a service interruption, Customer must notify the Telephone Company in writing within thirty (30) days of the interruption. (N)

(N)

22. Pricing Flexibility Contract Offerings

22.51 Contract Offer No. 51 – Optical Carrier Network (OCN) Point-To-Point (PTP) Discount Offer

22.51.1 General Description

Optical Carrier Network (OCN) Point-To-Point (PTP) Discount Offer is an access discount pricing plan that permits Customers located in certain Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates listed in Section 22.51.5 for new OCN PTP services that meet the eligibility criteria described in Section 22.51.3. This Contract Offer No. 51 is available in the MSAs listed in Section 22.51.4.

22.51.2 Services Available Under OCN PTP Discount Offer

(A) The OCN PTP Discount Offer applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) OC-192 OCN Point-to-Point Service, Tariff F.C.C. No.2 Section 7.5.10 for Phase 1 MSAs and Section 21.5.2.8 for Phase 2 MSAs

(2) OC-48/OC-48c OCN Point-to-Point Service, Tariff F.C.C. No.2 Section 7.5.10 for Phase 1 MSAs Section 21.5.2.8 for Phase 2 MSAs

(3) OC-12/OC-12c OCN Point-to-Point Service, Tariff F.C.C. No.2 Section 7.5.10 for Phase 1 MSAs Section 21.5.2.8 for Phase 2 MSAs

(4) OC-3/OC-3c OCN Point-to-Point Service, Tariff F.C.C. No.2 Section 7.5.10 for Phase 1 MSAs Section 21.5.2.8 for Phase 2 MSAs

22.51.3 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the OCN PTP Discount Offer:

(1) Subject Service must be a pricing-flexibility-qualified SONET service listed in Section 22.51.2 (A);

(2) Subject Service must be located in a Pricing Flexibility MSA as listed in 22.51.4 (B) herein;

(3) The OCN PTP service must be configured having one (1) or two (2) Local Distribution Channels, two (2) Channel Mileage Terminations, and Channel Mileage up to 15 miles. OCN PTP services that have less than one (1) Channel Mile or greater than 15 Channel Miles are not eligible for this Contract Offer.

(N)

(N)

22. Pricing Flexibility Contract Offerings

22.51 Contract Offer No. 51 – Optical Carrier Network (OCN) Point-To-Point (PTP) Discount Offer (Cont'd)

22.51.4 OCN PTP Discount Offer Terms and Conditions

(A) Term Period

The contract term (Term Period) is either thirty-six (36) or sixty (60) months commencing on the date billing begins. Billing commences no more than five (5) days following the Telephone Company's completion of the access service order. This offer is not renewable.

If the Customer elects to continue service at the expiration of the Term Period, Customer must select from payment options in accordance with the regulations as described in Section 7.4.10. If the Customer does not elect a payment option as described above, the Customer will be billed the prevailing monthly extension rates for Subject Services under this Contract Offer as described in Section 7.5.10 for Services located in Phase 1 MSAs or Section 21.5.2.8 for Services located in Phase 2 MSAs.

Rate stability under this contract term applies only to the rates specific to the OCN PTP Discount Offer. Purchase of the services listed above under the OCN PTP Discount Offer is also subject to certain rates and charges in other sections of this tariff as applicable and as such rates and charges may be modified through the filing of tariff changes at any time during the term of the services.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.51 Contract Offer No. 51 – Optical Carrier Network (OCN) Point-To-Point (PTP) Discount Offer (Cont'd)

22.51.4 OCN PTP Discount Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer No. 51 is available for Subject Services located in the following Pricing Flexibility Metropolitan Statistical Areas:
- Chicago, IL
- Detroit/Ann Arbor, MI
- Cleveland/Lorain/Elyria, OH
- Columbus, OH
- Kenosha, WI
- Milwaukee/Waukesha, WI
- Racine, WI
- Indianapolis, IN

(2) Contract Offer No. 51 is only available March 22, 2005 through June 20, 2005.

(3) If Customer should discontinue service under Contract Offer No. 51 during the Term Period, termination liability charges will apply in accordance with Section 22.51.6.

(4) Customer must subscribe to this service in accordance with the regulations set forth in Section 5.

(5) Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(6) Contract Offer No. 51 applies to new installations only. Customer must purchase a new OCN PTP Service at time of subscription. Existing Interstate and non-Interstate OCN PTP Special Access services will not be eligible for the Terms and Conditions, and rates provided under this Contract Offer.

(7) If, after the Customer has submitted the Letter of Subscription (LOS) and prior to the commencement of the Term Period, the Customer cancels the LOS cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.51 Contract Offer No. 51 – Optical Carrier Network (OCN) Point-To-Point (PTP) Discount Offer (Cont'd)

22.51.4 OCN PTP Discount Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(8) Services subscribed to under this Contract Offer No. 51 cannot be combined with any other Tariff Offering or Pricing Flexibility Contract Offer unless explicitly stated in that Tariff or Pricing Flexibility contract.

(9) Monthly recurring charges under this Contract Offer No. 51 will be eligible for inclusion in the Managed Value Plan (MVP) offering in Section 19. Initial Nonrecurring installation charges associated with the purchase of services under this Contract Offer No. 51 are eligible for MVP NRC waivers pursuant to Section 19.3 (E)(5).

(10) To be eligible to subscribe to Contract Offer No. 51, Subject Services must have an installation completion date on or before July 31, 2005. However, Subject Services that have an installation completion date later than July 31, 2005, as a result of a construction issue encountered by the Telephone Company, are eligible to subscribe to Contract Offer No. 51, if the Telephone Company requires an extension to the service installation completion date.

(C) Upgrade Option for DS3 Special Access Services Available Under Contract Offer No. 51

Customer may choose to upgrade its existing DS3 Special Access Service to Subject Services offered in this Contract Offer. To be eligible for upgrading existing DS3 Special Access services, the following criteria must be met:

(1) Existing contract tariff from which the Customer purchased its DS3 Special Access service must allow for an upgrade option to a higher speed of service.
(2) Customer must meet the terms and conditions and eligibility criteria of this Contract Offer.
(3) Customer must make its request to the Telephone Company of its desire to upgrade in writing.
(4) The Term Period for the upgraded service will be co-terminus with the services under this Contract Offer.

Upgrades of existing DS3 Special Access service will be governed by its respective tariff or contract terms and conditions, including any applicable termination liability, from which the Customer purchased the DS3 special access services.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.51 Contract Offer No. 51 – Optical Carrier Network (OCN) Point-To-Point (PTP) Discount Offer (Cont'd)

22.51.5 Rates and Charges

22.51.5.1 OC-3/OC-3c Point-to-Point (PTP)

(A) The discounts offered under Contract Offer No. 51 will be provided as described in the tables below. Table A lists the rate elements offered under this Contract Offer. All other rate elements associated with the OCN PTP service must be purchased from Section 7.5.10 or 21.5.8 respectively. Nonrecurring Installation Charges shown in Section 7.5.15 or 21.5.2.11 will apply.

Table A

OC-3/OC-3c Point-To-Point All States	USOC
Local Distribution Channel Per Point of Termination 155.52 Mbps	TMECS
Channel Mileage Termination Per Point of Termination	CM6
Channel Mileage Per Mile	1L5XX

(B) The Monthly Recurring rates (MRCs) shown in Table B below are available for OC-3/OC-3c PTP services that have 1 or 2 Local Distribution Channels, 2 Channel Mileage Terminations, and Channel Mileage up to 15 miles. OC-3/OC-3c PTP services that have less than 1 Channel Mile or greater than 15 Channel Miles are not eligible for this Contract Offer No. 51.

Table B

Service Configuration	OC-3/OC-3c
36M 1 LDC; 1-5 Miles	$2,750
36M 1 LDC; 6-10 Miles	$3,400
36M 1 LDC; 11-15 Miles	$4,250
36M 2 LDCs; 1-5 Miles	$3,750
36M 2 LDCs; 6-10 Miles	$4,500
36M 2 LDCs; 11-15 Miles	$5,250
60M 1 LDC; 1-5 Miles	$2,300
60M 1 LDC; 6-10 Miles	$3,100
60M 1 LDC; 11-15 Miles	$4,000
60M 2 LDCs; 1-5 Miles	$3,250
60M 2 LDCs; 6-10 Miles	$4,000
60M 2 LDCs; 11-15 Miles	$4,850

(N)

(N)

22. Pricing Flexibility Contract Offerings

22.51 Contract Offer No. 51 – Optical Carrier Network (OCN) Point-To-Point (PTP) Discount Offer (Cont'd)

22.51.5 Rates and Charges (Cont'd)

22.51.5.2 OC-12/OC-12c Point-to-Point (PTP)

(A) The discounts offered under Contract Offer No. 51 will be provided as described in the tables below. Table A lists the rate elements offered under this Contract Offer. All other rate elements associated with the OCN PTP service must be purchased from Section 7.5.10 or 21.5.8 respectively. Nonrecurring Installation Charges shown in Section 7.5.15 or 21.5.2.11 will apply.

Table A

OC-12/OC-12c Point-To-Point All States	**USOC**
Local Distribution Channel Per Point of Termination 155.52 Mbps	TMECS
Channel Mileage Termination Per Point of Termination	CM6
Channel Mileage - Per Mile	1L5XX

(B) The Monthly Recurring rates (MRCs) shown in Table B below are available for OC-12/OC-12c PTP services that have 1 or 2 Local Distribution Channels, 2 Channel Mileage Terminations, and Channel Mileage up to 15 miles. OC-12/OC-12c PTP services that have less than 1 Channel Mile or greater than 15 Channel Miles are not eligible for this Contract Offer No. 51.

Table B

Service Configuration	**OC-12/OC-12c**
36M 1 LDC; 1-5 Miles	$5,250
36M 1 LDC; 6-10 Miles	$7,000
36M 1 LDC; 11-15 Miles	$9,250
36M 2 LDCs; 1-5 Miles	$8,250
36M 2 LDCs; 6-10 Miles	$9,850
36M 2 LDCs; 11-15 Miles	$11,500
60M 1 LDC; 1-5 Miles	$4,750
60M 1 LDC; 6-10 Miles	$6,250
60M 1 LDC; 11-15 Miles	$7,750
60M 2 LDCs; 1-5 Miles	$6,500
60M 2 LDCs; 6-10 Miles	$8,000
60M 2 LDCs; 11-15 Miles	$9,500

(N)

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

22.51 Contract Offer No. 51 – Optical Carrier Network (OCN) Point-To-Point (PTP) Discount Offer (Cont'd)

22.51.5 Rates and Charges (Cont'd)

22.51.5.3 OC-48/OC-48c Point-to-Point (PTP)

(A) The discounts offered under Contract Offer No. 51 will be provided as described in the tables below. Table A lists the rate elements offered under this Contract Offer. All other rate elements associated with the OCN PTP service must be purchased from Section 7.5.10 or 21.5.8 respectively. Nonrecurring Installation Charges shown in Section 7.5.15 or 21.5.2.11 will apply.

Table A

OC-48/OC-48c Point-To-Point All States	**USOC**
Local Distribution Channel Per Point of Termination 155.52 Mbps	TMECS
Channel Mileage Termination Per Point of Termination	CM6
Channel Mileage - Per Mile	1L5XX

(B) The Monthly Recurring rates (MRCs) shown in Table B below are available for OC-48/OC-48c PTP services that have 1 or 2 Local Distribution Channels, 2 Channel Mileage Terminations, and Channel Mileage up to 15 miles. OC-48/OC-48c PTP services that have less than 1 Channel Mile or greater than 15 Channel Miles are not eligible for this Contract Offer No. 51.

Table B

Service Configuration	**OC-48/OC-48c**
36M 1 LDC; 1-5 Miles	$9,750
36M 1 LDC; 6-10 Miles	$10,750
36M 1 LDC; 11-15 Miles	$12,500
36M 2 LDCs; 1-5 Miles	$15,000
36M 2 LDCs; 6-10 Miles	$16,000
36M 2 LDCs; 11-15 Miles	$17,250
60M 1 LDC; 1-5 Miles	$ 8,000
60M 1 LDC; 6-10 Miles	$10,800
60M 1 LDC; 11-15 Miles	$11,800
60M 2 LDCs; 1-5 Miles	$12,250
60M 2 LDCs; 6-10 Miles	$15,000
60M 2 LDCs; 11-15 Miles	$16,000

(N)

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

22.51 Contract Offer No. 51 – Optical Carrier Network (OCN) Point-To-Point (PTP) Discount Offer (Cont'd)

22.51.5 Rates and Charges (Cont'd)

22.51.5.4 OC-192 Point-to-Point (PTP)

(A) The discounts offered under Contract Offer No. 51 will be provided as described in the tables below. Table A lists the rate elements offered under this Contract Offer. All other rate elements associated with the OCN PTP service must be purchased from Section 7.5.10 or 21.5.8 respectively. Nonrecurring Installation Charges shown in Section 7.5.15 or 21.5.2.11 will apply.

Table A

OC-192 Point-To-Point All States	**USOC**
Local Distribution Channel Per Point of Termination 155.52 Mbps	TMECS
Channel Mileage Termination Per Point of Termination	CM6
Channel Mileage - Per Mile	1L5XX

(B) The Monthly Recurring rates (MRCs) shown in Table B below are available for OC-192 PTP service that have 1 or 2 Local Distribution Channels, 2 Channel Mileage Terminations, and Channel Mileage up to 15 miles. OC-192 PTP service that have less than 1 Channel Mile or greater than 15 Channel Miles are not eligible for this Contract Offer No. 51.

Table B

Service Configuration	**OC-192**
36M 1 LDC; 1-5 Miles	$26,500
36M 1 LDC; 6-10 Miles	$29,500
36M 1 LDC; 11-15 Miles	$32,000
36M 2 LDCs; 1-5 Miles	$44,750
36M 2 LDCs; 6-10 Miles	$47,500
36M 2 LDCs; 11-15 Miles	$48,750
60M 1 LDC; 1-5 Miles	$24,000
60M 1 LDC; 6-10 Miles	$26,000
60M 1 LDC; 11-15 Miles	$28,500
60M 2 LDCs; 1-5 Miles	$38,000
60M 2 LDCs; 6-10 Miles	$39,500
60M 2 LDCs; 11-15 Miles	$43,000

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.51 Contract Offer No. 51 – Optical Carrier Network (OCN) Point-To-Point (PTP) Discount Offer (Cont'd)

22.51.6 Termination Liability

The termination language contained below applies in lieu of termination liability language contained in Section 7.4.10 (C). If Customer terminates services before the completion of the term for any reason, Customer must pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination and are payable as described in Section 7.4.10. Customer's termination liability for cancellation of service shall be equal to:

50% of all recurring charges for the balance of Customer's thirty-six (36) or sixty (60) month term.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: Customer with a $20,000 monthly rate terminates service after two years and has twelve months remaining in a thirty-six (36) month term plan. The termination liability would be calculated as:

$20,000 X 12 X 50% = $120,000 termination liability charge.

(N)

(N)

22. Pricing Flexibility Contract Offerings

22.52 Contract Offer No. 52 – OC-3/OC-3c Point to Point Offer

22.52.1 General Description

Contract Offer No. 52 - OC-3/OC-3c Point to Point Offer is an access discount pricing plan that provides the Customer with discounted rates for new facilities configured as described in Section 22.52.4 (B) (2). Qualified services under Contract Offer No. 52 are only available in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA), as described in Section 22.52.3. Contract Offer No. 52 is available for subscription March 25, 2005 through April 25, 2005. This Contract Offer is not renewable.

22.52.2 Subject Services Available under Contract Offer No. 52

Contract Offer No. 52 applies to pricing-flexibility-qualified services (hereafter referred to as Subject Services) contained in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 21.5.2.8 for Optical Carrier Network (OCN) Point-to-Point Service (OC-3/OC3c Service).

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

22.52.3 Eligibility Criteria

The following eligibility criteria must be met in order to purchase Subject Services pursuant to Contract Offer No. 52:

(1) Service must be located in the following Pricing Flexibility MSA: Rockford, IL

(2) Customer must purchase one (1) new route survivable OC-3/OC-3c Point-to-Point service.

22.52.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is for five (5) years commencing on the date the Telephone Company completes the Access Service Request for Subject Services.

If the Customer elects to continue services at the expiration of the Term Period, the Customer may choose from the payment options as described in Section 21.5.2.8.

If, at the expiration of the Term Period, the Customer does not elect an option as described above, the Subject Services will be converted to the prevailing applicable monthly extension rates found in Section 21.5.2.8.

Rate stability under the Term Period applies only to the rates specific to Contract Offer No. 52 as listed in Section 22.52.7.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.52 Contract Offer No. 52 – OC-3/OC-3c Point to Point Offer (Cont'd)

22.52.4 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer No. 52 is only available March 25, 2005 through April 25, 2005.

(2) Customer must purchase a new (1) route survivable OC-3/OC-3c Point-to-Point service. Configuration must include:

(a) Two (2) Local Distribution Channels (LDC); and
(b) Zero (0) Channel Mileage Termination; and
(c) Zero (0) Channel Mileage; and
(d) Optional Features and Functions:

(i) 1+1 Protection with Route Survivability per LDC; plus
(ii) Thirty Five (35) Quarter Route Miles

(3) Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(4) Customer must subscribe to the services available under Contract Offer No. 52 in accordance with the regulations set forth in Section 5-Ordering Options for Switched & Special Access Services.

(5) Purchase of the services listed above under Contract Offer No. 52 are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in Contract Offer No 52.

(6) If the Customer should discontinue service under Contract Offer No. 52 during the Term Period, termination liability charges will apply in accordance with Section 22.52.8.

(7) Customer must pay all Special Construction Charges associated with provisioning of Subject Services.

(8) Customer will not be able to subscribe to or include Subject Services in any future promotional, contract offering, or discount plan in conjunction with this Contract Offer.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.52 Contract Offer No. 52 – OC-3/OC-3c Point to Point Offer (Cont'd)

22.52.5 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 52 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.52.6 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all 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 of acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services as provided for in this Contract Offer will continue to be maintained at the same volume, rates, terms, and conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.52 Contract Offer No. 52 – OC-3/OC-3c Point to Point Offer (Cont'd)

22.52.7 Rates and Charges

Customer must pay the following Monthly Recurring Charge (MRC) for the route survivable OC-3/OC-3c Point-to-Point Service.

Monthly Recurring Charges (MRC): $2,880.00

Rate Elements Included in MRC	Applicable USOC	Included Qty
Local Distribution Channel	TMECS	2
1+1 Protection with Route Survivability (per LDC)	P8T	2
Per Quarter Mile Route	S2DXY	35

Any rate elements not described herein will continue to be billed at tariff rates as described in Section 21.5.2.8.

Non-recurring charges (NRC) will apply as described in Section 21.5.2.8.

22.52.8 Termination Liability

The termination liability language contained below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 21. If Customer terminates Contract Offer No. 52 before the completion of the term period for any reason, Customer must pay to the Telephone Company termination liability charges as described below. Termination Liability charges will also apply if the customer is not in compliance with Terms and Conditions in Section 22.52.4. These charges shall become due as of the effective date of the termination and are payable as described below. Customer's termination liability charges for termination of service shall be equal to:

50% of all recurring charges for the balance of the Customer's five (5) year Term Period.

The termination liability charge will be calculated as follows:

(Tariff Monthly Recurring Charges) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 50%)

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

$200,000 X 24 months X 50% = $2,400,000 Termination Liability

(N)

(N)

22. Pricing Flexibility Contract Offerings

22.53 Contract Offer No. 53 – DS3 Transport Service Offer

22.53.1 General Description

Contract Offer No. 53 - DS3 Transport Service Offer is an access discount pricing plan that provides the Customer with discounted rates for new facilities configured as described in Section 22.53.4 (B). Qualified services under Contract Offer No. 53 are only available in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSA), as described in Section 22.53.3 (1). Contract Offer No. 53 is available for subscription April 16, 2005 through May 16, 2005. This Contract Offer is not renewable.

22.53.2 Subject Services Available under Contract Offer No. 53

Contract Offer No. 53 applies to pricing-flexibility-qualified services (hereafter referred to as Subject Services) contained in the following tariff section:

(1) DS3 Service - Ameritech Operating Companies Tariff F.C.C. No. 2, Section 21.5.2.7.

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

22.53.3 Eligibility Criteria

The following eligibility criteria must be met in order to purchase Subject Services pursuant to Contract Offer No. 53:

(1) Service must be located in the following Pricing Flexibility MSA: Columbus, OH; Cleveland/Loraine/Elyria, OH;

(2) Customer must purchase thirteen (13) new DS3 facilities as described in Section 22.53.4 (B) herein.

(N)

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

22.53 Contract Offer No. 53 – DS3 Transport Service Offer (Cont'd)

22.53.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is for five (5) years commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's completion the first Access Service Request submitted by the Customer for Subject Services pursuant to this Contract Offer.

If the Customer elects to continue services at the expiration of the Term Period, the Customer may; by written notification to the Telephone Company within 60 days prior to the expiration of the Term Period:

(1) Extend rates, terms and conditions of this Contract Offer for only one additional one (1) year term; or
(2) Select from the payment options as described in Section 21.5.2.7.

If, at the expiration of the Term Period, the Customer does not elect an option as described above, the Subject Services will be converted to the prevailing applicable monthly extension rates found in Section 21.5.2.7.

(B) Terms and Conditions

(1) Contract Offer No. 53 is only available April 16, 2005 through May 16, 2005.

(2) Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(3) Customer must purchase thirteen (13) new DS3 facilities as follows:
(a) Ten (10) new DS3 facilities within 30 days from the date the Telephone Company receives the completed LOS ordered as follows:

(i) Eight (8) within the Columbus MSA; and
(ii) Two (2) within the Cleveland MSA;

(b) Three (3) new DS3 facilities by January 1, 2006 within the Columbus MSA.

(4) Each DS3 facility must be configured as follows:
(a) Channel mileage must be at least one (1), but not greater than fifteen (15) miles;
(b) 'A' location must be cross connected to Customer designated facilities; and
(c) 'Z' location must be multiplexed (DS3 to DS1).

(5) Total channel mileage for all thirteen (13) DS3 facilities can not exceed ninety (90) miles. (N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.53 Contract Offer No. 53 – DS3 Transport Service Offer (Cont'd)

22.53.4 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(6) Rate stability under the Term Period applies only to the rates specific to Contract Offer No. 53 as listed in Section 22.53.7.

(7) Customer must subscribe to the services available under Contract Offer No. 53 in accordance with the regulations set forth in Section 5-Ordering Options for Switched & Special Access Services.

(8) Purchase of the services listed above under Contract Offer No. 53 are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in Contract Offer No 53.

(9) Customer must pay all Special Construction associated with provisioning of Subject Services.

(10) Customer will not be able to subscribe to or include Subject Services in any future promotional contract offering, or discount plan in conjunction with this Contract Offer.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.53 Contract Offer No. 53 – DS3 Transport Service Offer (Cont'd)

22.53.5 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 53 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.53.6 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all 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 or the merger of acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services as provided for in this Contract Offer will continue to be maintained at the same volume, rates, terms, and conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

(N)

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

22.53 Contract Offer No. 53 – DS3 Transport Service Offer (Cont'd)

22.53.7 Rates and Charges

Customer must pay the following Monthly Recurring Charge (MRC) for each DS3 facility.

Monthly Recurring Charge (MRC): $569.00

Rate Elements Included in MRC	Applicable USOC	Included Qty
Channel Mileage Termination	CZ4X*	2
Channel Mileage (up to 15 miles)	1YZX*	1
(where * = Zone 1,2,3,4 or 5)		

Any rate elements not described herein will continue to be billed at tariff rates as described in Section 21.5.2.7.

Non-recurring charges (NRC) will apply as described in Section 21.5.2.7.

22.53.8 Termination Liability

If Customer terminates Contract Offer No. 53 or individual Subject Services included under this Contract Offer, the termination liability language contained below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 21. Customer must pay to the Telephone Company termination liability charges as described below if Customer terminates this Contract Offer before the completion of the term period for any reason, or if Customer is not in compliance with Terms and Conditions in Section 22.53.4. These charges shall become due as of the effective date of the termination and are payable within 30 days of the billing invoice date.

Customer's termination liability charges for termination of service shall be equal to 50% of all recurring charges for the balance of the Customer's five (5) year Term Period, and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 50%)

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

$200,000 X 24 months X 50% = $2,400,000 Termination Liability (N)

22. Pricing Flexibility Contract Offerings (N)

22.54 Contract Offer No. 54 – MVP OC-192 Dedicated Ring Service Offer

22.54.1 General Description

Managed Value Plan (MVP) OC-192 Dedicated Ring Service Offer (Contract Offer No. 54) permits MVP Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.54.4 for the purchase of one (1) new OC-192 Dedicated Ring Service and subtending DS3 and DS1 Special Access Service transport bandwidth.

22.54.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to purchase Contract Offer No. 54:

(1) Service must be located in Pricing Flexibility MSA: Detroit/Ann Arbor, Michigan;
(2) Customer must purchase one (1) new OC-192 Dedicated Ring Service within thirty (30) days of subscribing to Contract Offer No. 54; and
(3) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(B) Contract Offer No. 54 applies to pricing flexibility qualified access services contained in the following tariff sections:

(1) OC-192 Dedicated Ring Service - Ameritech Tariff F.C.C. No. 2, Section 21; and
(2) DS1 Service and DS3 Service – Ameritech Tariff F.C.C. No. 2, Section 21

(C) Contract Offer No. 54 is only available to Customers who are currently subscribing to MVP, F.C.C. No. 2, Section 19 with a maximum of 12 months remaining on their current MVP agreement term; and

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

(N)

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

22.54 Contract Offer No. 54 – MVP Dedicated Ring Service Offer (Cont'd)

22.54.3 Terms and Conditions

(A) Term Period

The contract term is three (3) years (Term Period), commencing on the date billing begins. Billing commences for the new OC-192 Dedicated Ring Service no later than 30 days after the Telephone Company's completion of the access service order. This offer is not renewable.

At the expiration of the Term Period the Customer must:

(1) Submit a one (1) time request in writing to the Telephone Company sixty (60) days before Contract Offer No. 54 expiration, to extend Contract Offer No. 54 for twelve (12) months; or

(2) Choose from the payment options as described in:

(a) Section 7 for OC-192 Dedicated Ring Service; and
(b) Section 7 for DS3 and DS1 Service.

If at the expiration of the Term Period or the expiration of the twelve (12) month Contract Offer No. 54 extension , the Customer does not choose to disconnect or select a payment option from the sections above, for DS1 and DS3 service, the Customer will be converted to the monthly rates found in Section 21.5.2 or Section 7; and for OC-192 Dedicated Ring Service, the Customer will be converted to the monthly extension rates found in Section 21.5.2 or Section 7, as applicable.

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 54 as listed in Section 22.54.5. Purchase of the services listed above under Contract Offer No. 54 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in Contract Offer No 54. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.54 Contract Offer No. 54 – MVP Dedicated Ring Service Offer (Cont'd)

22.54.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer No. 54 is only available April 23, 2005 through May 23, 2005;

(2) Customers will receive the discounted rates, as described in Section 22.54.4 (A) - (D), for OC-192 Dedicated Ring, DS1 and DS3 services for new installations only;

(3) Customer must submit a Letter of Subscription (LOS) to the Telephone Company;

(4) If the Customer should discontinue service under Contract Offer No. 54 during the Term Period, termination liability charges will apply in accordance with Section 22.54.7;

(5) Customer must subscribe to the services available under this Contract Offer No. 54 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(6) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS and /or Access Service Request (ASR), cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(7) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 54, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include but are not limited to reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(8) The Customer will not be able to subscribe to any other contract offering in Section 22 in conjunction with Contract Offer No. 54 that might be offered by the Telephone Company for services covered under this Contract Offer 54;

(9) Services under Contract Offer No. 54 will be eligible for discounts under the Managed Value Plan (MVP) offer in Section 19; and

(N)

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

22.54 Contract Offer No. 54 – MVP Dedicated Ring Service Offer (Cont'd)

22.54.3 Terms and Conditions (Cont'd)

(B) (Cont'd)

(10) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 54 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.54 Contract Offer No. 54 – MVP Dedicated Ring Service Offer (Cont'd)

22.54.4 Rates and Charges

(A) OC-192 Dedicated Ring Service Rates and Charges:
Customer must pay the following Nonrecurring Charges (NRC) and Monthly Recurring Charge (MRC) for the new OC-192 Dedicated Ring Service:

Nonrecurring Charges (NRC):
Customer must pay the Nonrecurring Charges as listed in Section 7 or Section 21, if applicable; and

Monthly Recurring Charge (MRC):
OC-192 Dedicated Ring Service $177,453.00

The OC-192 Dedicated Ring Service MRC includes the following components:

RATE ELEMENTS	USOC	Quantity
C O NODE/Add'l NODE	GC5AX	**5**
CUSTOMER NODES	GP5AX	**1**
OC12 PORTS	S9NGX	**10**
DS3 PORTS	SPRCX	**110**
ADD/DROP CAPABILITY	MXRGX	**6**
O-E ADD/DROP CAPABILITY	MXJGX	**1**
MILEAGE	1L5XX	**72**
Regenerator	RGY	**1**

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.54 Contract Offer No. 54 – MVP Dedicated Ring Service Offer (Cont'd)

22.54.4 Rates and Charges (Cont'd)

(B) OC-192 Dedicated Ring Additional Services Rates and Charges:
Customer must subscribe to the following additional OC-192 Dedicated Ring services at the MRC rates below:

RATE ELEMENTS	USOC	RATES
OC-192 Node (Per Node)	GP5AX	$ 19,800.00
	GP5AA	$ 17,685.00
	GC5AX	
Per OC48 PORTS @ OC-192 Node	SYNJX	$ 742.50
Per OC12 PORT @ OC-192 Node	S9NGX	$ 292.50
Per OC3 PORT @ OC-192 Node	S9NEX	$ 135.00
Per DS3 PORT @ OC-192 Node	SPRCX	$ 108.00
ADD/DROP CAPABILITY (Per Arrangement)	MXRGX	$ 4,500.00
O-E ADD/DROP CAPABILITY (Per Arrangement)	MXJGX	$ 2,250.00
MILEAGE (Per OC-192 Ring Mile)	1L5XX	$ 234.00
Per Regenerator	RGY	$ 8,325.00

If a node is added after the initial installation of the OC-192 Dedicated Ring, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last 12 (twelve) months or less of the Term Period, the customer will be billed the node MRC for a minimum period of 12 (twelve) months.

(N)

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

22.54 Contract Offer No. 54 – MVP Dedicated Ring Service Offer (Cont'd)

22.54.4 Rates and Charges (Cont'd)

(C) During the Term Period, the Customer must subscribe to the following DS1 subtending services, up to the capacity of the OC-192 Dedicated Ring, at the MRC rates below:

(1) Local Distribution Channel (LDC) – Per Point of Termination - Terminating Bit Rate 1.544 Mbps:

DS1 Service LDC - Zone	USOC	MRC
Zone 1	TZ4X1	$ 99.36
Zone 2	TZ4X2	$ 107.64
Zone 3	TZ4X3	$ 118.68
Zone 4	TZ4X4	$ 126.96
Zone 5	TZ4X5	$ 134.32

(2) Channel Mileage Termination (CMT) – Per Point of Termination - Terminating Bit Rate 1.544 Mbps:

DS1 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$ 35.51
Zone 2	CZ4X2	$ 36.25
Zone 3	CZ4X3	$ 43.61
Zone 4	CZ4X4	$ 52.44
Zone 5	CZ4X5	$ 54.28

(3) Channel Mileage (CM) – Per Mile - Bit Rate 1.544 Mbps:

DS1 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$ 14.12
Zone 2	1YZX2	$ 14.54
Zone 3	1YZX3	$ 14.86
Zone 4	1YZX4	$ 15.27
Zone 5	1YZX5	$ 16.28

(4) Central Office Multiplexing – Per Arrangement - DS1 to Voice/Base Rate:

DS1 Service MUX - Zone	USOC	MRC
Zone 1	QMVX1	$ 179.40
Zone 2	QMVX2	$ 181.24
Zone 3	QMVX3	$ 187.68
Zone 4	QMVX4	$ 196.88
Zone 5	QMVX5	$ 202.40

When a DS1 is added to the OC-192 Dedicated Ring, the DS1 will be co-terminus with the initial Term Period. (N)

(This page is filed under Transmittal No. 1461)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.54 Contract Offer No. 54 – MVP Dedicated Ring Service Offer (Cont'd)

22.54.4 Rates and Charges (Cont'd)

(D) During the Term Period, the Customer must subscribe to the following DS3 subtending services, up to the capacity of the OC-192 Dedicated Ring, at the MRC rates below:

(1) Local Distribution Channel (LDC) – Per Point of Termination - Terminating Bit Rate 44.736 Mbps:

DS3 Service LDC - Zone	USOC	MRC
Zone 1	TZUP1	$ 1,131.60
Zone 2	TZUP2	$ 1,140.80
Zone 3	TZUP3	$ 1,196.00
Zone 4	TZUP4	$ 1,214.40
Zone 5	TZUP5	$ 1,232.80

(2) Channel Mileage Termination (CMT) – Per Point of Termination:

DS3 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$ 248.40
Zone 2	CZ4X2	$ 253.00
Zone 3	CZ4X3	$ 276.00
Zone 4	CZ4X4	$ 325.68
Zone 5	CZ4X5	$ 328.44

(3) Channel Mileage (CM) – Per Mile:

DS3 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$ 55.20
Zone 2	1YZX2	$ 57.50
Zone 3	1YZX3	$ 59.80
Zone 4	1YZX4	$ 69.00
Zone 5	1YZX5	$ 70.38

(4) Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1:

DS3 Service 3/1 MUX - Zone	USOC	MRC
Zone 1	QM3X1	$ 437.00
Zone 2	QM3X2	$ 446.20
Zone 3	QM3X3	$ 460.00
Zone 4	QM3X4	$ 483.00
Zone 5	QM3X5	$ 492.20

When a DS3 is added to the OC-192 Dedicated Ring, the DS3 will be co-terminus with the initial Term Period. However, if a DS3 is added during the last 12 months or less of the Term Period, the customer will be billed the DS3 MRC for a minimum period of 12 (twelve) months.

(N)

(This page is filed under Transmittal No. 1461)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.54 Contract Offer No. 54 – MVP Dedicated Ring Service Offer (Cont'd)

22.54.5 Discounts for MVP Customers Re-establishing their MARC

Current MVP Customers may re-establish their MARC, in accordance with the regulations defined in Section 19.3(C)(2) to include billed recurring revenue under this Contract Offer. If the Customer elects to re-establish their MARC, without requesting renewal of its current MVP agreement, the Customer will pay the discounted rates for services under Contract Offer No. 54 as described below for the next billing period following the expiration of the existing MVP Term Period. The rates listed below will remain in effect until the expiration of the Term Period of this Contract Offer:

(A) OC-192 Dedicated Ring Service Rates and Charges:
Nonrecurring Charges (NRC):
Customer must pay the Nonrecurring Charges as listed in Section 7 or Section 21, if applicable; and

Monthly Recurring Charge (MRC):
OC-192 Dedicated Ring Service $163,257.00

The OC-192 Dedicated Ring Service MRC includes the following components:

RATE ELEMENTS	USOC	Quantity
C O NODE/Add'l NODE	GC5AX	**5**
CUSTOMER NODES	GP5AX	**1**
OC12 PORTS	S9NGX	**10**
DS3 PORTS	SPRCX	**110**
ADD/DROP CAPABILITY	MXRGX	**6**
O-E ADD/DROP CAPABILITY	MXJGX	**1**
MILEAGE	1L5XX	**72**
Regenerator	RGY	**1**

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.54 Contract Offer No. 54 – MVP Dedicated Ring Service Offer (Cont'd)

22.54.5 Rates and Charges (Cont'd)

(B) OC-192 Dedicated Ring Additional Services Rates and Charges:
Customer must subscribe to the following additional OC-192 Dedicated Ring services at the MRC rates below:

RATE ELEMENTS	USOC	RATES
OC-192 Node (Per Node)	GP5AX	$ 18,216.00
	GP5AA	$ 16,270.20
	GC5AX	
Per OC48 PORTS @ OC-192 Node	SYNJX	$ 683.10
Per OC12 PORT @ OC-192 Node	S9NGX	$ 269.10
Per OC3 PORT @ OC-192 Node	S9NEX	$ 124.20
Per DS3 PORT @ OC-192 Node	SPRCX	$ 99.36
ADD/DROP CAPABILITY (Per Arrangement)	MXRGX	$ 4,140.00
O-E ADD/DROP CAPABILITY (Per Arrangement)	MXJGX	$ 2,070.00
MILEAGE (Per OC-192 Ring Mile)	1L5XX	$ 215.28
Per Regenerator	RGY	$ 7,659.00

If a node is added after the initial installation of the OC-192 Dedicated Ring, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last 12 (twelve) months or less of the Term Period, the customer will be billed the node MRC for a minimum period of 12 (twelve) months.

(N)

ACCESS SERVICE

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.54 Contract Offer No. 54 – MVP Dedicated Ring Service Offer (Cont'd)

22.54.5 Rates and Charges (Cont'd)

(C) During the Term Period, the Customer must subscribe to the following DS1 subtending services, up to the capacity of the OC-192 Dedicated Ring, at the MRC rates below:

(1) Local Distribution Channel (LDC) – Per Point of Termination - Terminating Bit Rate 1.544 Mbps:

DS1 Service LDC - Zone	USOC	MRC
Zone 1	TZ4X1	$ 91.41
Zone 2	TZ4X2	$ 99.03
Zone 3	TZ4X3	$ 109.19
Zone 4	TZ4X4	$ 116.80
Zone 5	TZ4X5	$ 123.57

(2) Channel Mileage Termination (CMT) – Per Point of Termination - Terminating Bit Rate 1.544 Mbps:

DS1 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$ 32.67
Zone 2	CZ4X2	$ 33.35
Zone 3	CZ4X3	$ 40.12
Zone 4	CZ4X4	$ 48.24
Zone 5	CZ4X5	$ 49.94

(3) Channel Mileage (CM) – Per Mile - Bit Rate 1.544 Mbps:

DS1 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$ 12.99
Zone 2	1YZX2	$ 13.37
Zone 3	1YZX3	$ 13.67
Zone 4	1YZX4	$ 14.05
Zone 5	1YZX5	$ 14.98

(4) Central Office Multiplexing – Per Arrangement - DS1 to Voice/Base Rate:

DS1 Service MUX - Zone	USOC	MRC
Zone 1	QMVX1	$ 165.05
Zone 2	QMVX2	$ 166.74
Zone 3	QMVX3	$ 172.67
Zone 4	QMVX4	$ 181.13
Zone 5	QMVX5	$ 186.21

When a DS1 is added to the OC-192 Dedicated Ring, the DS1 will be co-terminus with the initial Term Period.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.54 Contract Offer No. 54 – MVP Dedicated Ring Service Offer (Cont'd)

22.54.5 Rates and Charges (Cont'd)

(D) During the Term Period, the Customer must subscribe to the following DS3 subtending services, up to the capacity of the OC-192 Dedicated Ring, at the MRC rates below:

(1) Local Distribution Channel (LDC) – Per Point of Termination - Terminating Bit Rate 44.736 Mbps:

DS3 Service LDC - Zone	USOC	MRC
Zone 1	TZUP1	$ 1,041.07
Zone 2	TZUP2	$ 1,049.54
Zone 3	TZUP3	$ 1,100.32
Zone 4	TZUP4	$ 1,117.25
Zone 5	TZUP5	$ 1,134.18

(2) Channel Mileage Termination (CMT) – Per Point of Termination:

DS3 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$ 228.53
Zone 2	CZ4X2	$ 232.76
Zone 3	CZ4X3	$ 253.92
Zone 4	CZ4X4	$ 299.63
Zone 5	CZ4X5	$ 302.16

(3) Channel Mileage (CM) – Per Mile:

DS3 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$ 50.78
Zone 2	1YZX2	$ 52.90
Zone 3	1YZX3	$ 55.02
Zone 4	1YZX4	$ 63.48
Zone 5	1YZX5	$ 64.75

(4) Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1:

DS3 Service 3/1 MUX - Zone	USOC	MRC
Zone 1	QM3X1	$ 402.04
Zone 2	QM3X2	$ 410.50
Zone 3	QM3X3	$ 423.20
Zone 4	QM3X4	$ 444.36
Zone 5	QM3X5	$ 452.82

When a DS3 is added to the OC-192 Dedicated Ring, the DS3 will be co-terminus with the initial Term Period. However, if a DS3 is added during the last 12 months or less of the Term Period, the customer will be billed the DS3 MRC for a minimum period of 12 (twelve) months.

(N)

(This page is filed under Transmittal No. 1461)

22. Pricing Flexibility Contract Offering (Cont'd)

22.54 Contract Offer No. 54 – MVP Dedicated Ring Service Offer (Cont'd) (N)

22.54.6 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates Contract Offer 54 before the completion of the Term Period for any reason, Customer must pay to the Telephone Company termination liability charges as described below. These charges will become due as of the effective date of the termination and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of service will be equal to:

(a) 50% of all monthly recurring charges for the balance of the Customer's three (3) year Term Period; or

(b) 50% of all monthly recurring charges for the balance of the Customer's one (1) year Term Period extension, if the Customer terminates service after the three (3) year Term Period and before the end of the one (1) year Term Period extension, if applicable.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: Customer with a $200,000 monthly recurring charge terminates service after one (1) year and has twenty-four (24) months remaining in a three (3) year term plan. The termination liability would be calculated as:

$200,000 X 24 X 50% = $2,400,000 termination liability charge. (N)

(N)

22. Pricing Flexibility Contract Offerings

22. 55 Contract Offer No. 55 – OC-48 Ring Renewal Offer

22.55.1 General Description

Contract Offer No. 55 – OC-48 Ring Renewal Offer is an access discount pricing plan that provides the Customer with discounted rates for renewal of existing OC-48 Dedicated Ring facilities. Qualified services under Contract Offer No. 55 are only available in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA), as described in Section 22.55.3. Contract Offer No. 55 is available for subscription May 18, 2005 through June 18, 2005. This Contract Offer is not renewable.

22.55.2 Subject Services Available under Contract Offer No. 55

This Contract Offer applies to access services that qualify for pricing flexibility (hereafter referred to as Subject Services), as provided in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Section 21.5.2.9.

All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by their respective tariff sections except as noted herein.

22.55.3 Eligibility Criteria

The following eligibility criteria must be met in order that Subject Services be provided under this Contract Offer:

(A) Subject Service must be located in the following Pricing Flexibility MSA: Detroit/Ann Arbor, MI.

(B) The Customer's existing Subject Services must include three (3), two (2) node OC-48 Dedicated Rings.

(C) Subject Services must have been subscribed to a five (5) year Optional Payment Plan and have completed at least three (3) years of the term associated with the payment plans.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.55 Contract Offer No. 55 – OC-48 Ring Renewal Offer (Cont'd)

22.55.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is for three (3) years. The Effective Date of the Term period will be the date the Telephone Company receives the completed Letter of Subscription from the Customer.

If the Customer elects to continue services at the expiration of the Term Period, the Customer may choose from the applicable payment options in Ameritech Tariff F.C.C. No. 2.

If, at the expiration of the Term Period, the Customer does not elect an option as described above, the Subject Services provided under this Contract Offer will be subsequently provided under the prevailing applicable monthly extension rates found in Ameritech Tariff F.C.C No. 2, Section 21.5.2.9.

Rate stability under the Term Period applies only to the rates specific to Contract Offer No. 55 as listed in Section 22.55.7.

(B) Contract Subscription

(1) Contract Offer No. 55 is only available May 18, 2005 through June 18, 2005.

(2) Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(C) General

(1) The Customer must subscribe to the services available under this Contract Offer in according to the regulations set forth in Ameritech Tariff F.C.C. No. 2, Section 5-Ordering Options for Switched and Special Access Service.

(2) Subject Services provided under this Contract Offer shall also be subject to certain rates, charges and general terms and conditions as set forth in Ameritech Tariff F.C.C. No. 2, Sections: 2-General Regulations, 5-Ordering Options for Switched and Special Access Service, and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period, however such tariff modifications will not change the terms and conditions described in this Contract Offer.

(3) If the Customer should discontinue service under this Contract Offer during the Term Period, termination liability charges will apply in accordance with Section 22.55.8.

(4) Customer will not be able to subscribe to or include Subject Services in any other promotional tariff, contract offer, or other discount plan of any kind.

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.55 Contract Offer No. 55 – OC-48 Ring Renewal Offer (Cont'd)

22.55.5 Assignment and Transfer

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

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly, more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, (e.g. Standard and Poor's) but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.55.6 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all 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 of acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services as provided for in this Contract Offer will continue to be maintained at the same volume, rates, terms, and conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.55 Contract Offer No. 55 – OC-48 Ring Renewal Offer (Cont'd)

22.55.7 Rates and Charges

Customer must pay the following Monthly Recurring Charge (MRC) for each rate element that comprise the Subject Services on the Effective Date of the Term Period.

OC-48 Rate Elements	Applicable USOC	MRC
Customer Premise Node	FP5EX	$4,535.30
Central Office Node	FC5EX	$4,034.80
Mileage – per mile between nodes	1L5XX	$200.20
Add/Drop Capability	MPEFX	$900.90
OC-12 Port	SPRHX	$288.75
OC-3 Port	SPRJX	$115.50
DS3 Port	SPRKX	$92.40

Any rate elements not described herein or any rate elements added to Subject Services after the Effective Date of the Term Period will continue to be billed at tariff rates as described in Ameritech Tariff F.C.C. No. 2, Section 21.5.2.9.

Non-recurring charges (NRC) will apply as described in Ameritech Tariff F.C.C. No. 2, Section 21.5.2.9.

22.55.8 Termination Liability

If Customer terminates this Contract Offer, or individual Subject Services provided under this Contract Offer, the termination liability language contained below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2. Customer must pay to the Telephone Company termination liability charges as described below if Customer terminates this Contract Offer before the completion of the term period for any reason, or if Customer is not in compliance with Terms and Conditions in Section 22.55.4. These charges shall become due as of the effective date of the termination and are payable within 30 days of the billing invoice date.

Customer's termination liability charges for termination of service shall be equal to:

50% of all recurring charges for the balance of the Customer's three (3) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 50%)

Example: Customer has $200,000 in Monthly Recurring Charges. If Customer terminates service after twelve (12) months and has twenty-four (24) months remaining in a thirty-six (36) month Term Period, then the termination liability would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Liability

(N)

22. Pricing Flexibility Contract Offerings (N)

22.56 Contract Offer No. 56 – DS1, DS3 and OCN PTP Service Offer

22.56.1 General Description

DS1, DS3 and OCN PTP Service Offer (Contract Offer No. 56) is an access discount plan that offers Customers located in Phase 1 and Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) listed in Section 22.56.2 (A) (2), to pay the rates described in Section 22.56.8, for existing and new DS1 and DS3 special access services upon subscription to this Contract Offer. Contract Offer No. 56 is available to any Customer with at least $3,600,000 in cumulative annual revenue for subject services as described in Section 22.56.2 (B). The Customer must meet the eligibility criteria as set forth in Section 22.56.2 and also must comply with the terms and conditions set forth in Section 22.56.3.

Contract Offer No. 56 requires that the Customer maintain a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year Term Period. In the event the Customer does not meet its MARC as of each anniversary date of each term year, Customer must remit a shortfall payment through the Annual True-up Process set forth in Section 22.56.5 (E). Notwithstanding the obligation to pay such shortfall, if the Customer does not comply with Section 22.56.5 (E), termination liability charges, in accordance with Section 22.56.9 shall apply.

Contract Offer No. 56 is only available only from May 24, 2005 through June 24, 2005.

22.56.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive discounts under Contract Offer No. 56:

(1) Service must be a pricing-flexibility-qualified access service, described in Section 22.56.2(B);

(2) Service must be in one of the following Pricing Flexibility MSAs: Columbus, OH; Akron, OH; Cleveland, OH; Dayton, OH; and Toledo, OH;

(3) Customer must have a minimum of $3,600,000 in cumulative annual recurring revenue for DS1, DS3 and Optical Carrier Network (OCN) Point-to-Point Services in the following SBC Company: Ameritech. (N)

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

22.56 Contract Offer No. 56 – DS1, DS3 and OCN PTP Service Offer (Cont'd)

22.56.2 Eligibility Criteria (Cont'd)

(B) Contract Offer No. 56 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Ameritech DS1/DS3 Service - Ameritech Tariff F.C.C. No 2, Section 7.5.9 for Phase 1 and Section 21.5.2.7 for Phase 2 MSA's

(2) Ameritech Optical Carrier Network (OCN) Point-To-Point Service (OC-3 / OC-3c / OC-12 / OC-12c / OC48 / OC48c / OC192) - Ameritech Tariff F.C.C. No 2, Section 7.5.10 for Phase 1 and Sections 21.5.2.9 and 21.5.2.8 for Phase 2 MSAs.

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

22.56.3 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) is five (5) years, commencing on the date the Telephone Company receives the completed Letter of Subscription (LOS) from the Customer. This offer is not renewable.

If the Customer elects to continue services at the expiration of the Term Period, the Customer may select from payment options in Sections 7.5.9, 7.5.10 for Phase 1 MSAs and Section 21.5.7, 21.5.2.8 and 21.5.2.9 for Phase 2 MSAs.

If, at the expiration of the Term Period, the Customer does not elect a payment option as described above, the Subject Services under this Contract Offer will be converted to the prevailing monthly extension rates found in Section 21.5.2.7 (C), 21.5.2.8 and 21.5.2.9 for Phase 2 MSAs.

Rate stability under this Contract offer applies only to the rates specific to Contract Offer No. 56. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.56 Contract Offer No. 56 – DS1, DS3 and OCN PTP Service Offer (Cont'd)

22.56.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer No. 56 is available only from May 24, 2005 through June 24, 2005;

(2) To subscribe to Contract Offer No. 56, the Customer must submit a Letter of Subscription to the Telephone Company;

(3) If the Customer should discontinue service under Contract Offer No. 56 during the Term Period, termination liability charges will apply in accordance with Section 22.56.9;

(4) If the Customer requests modifications to the Contract Offer No. 56 network design originally constructed for the Customer under Contract Offer No.56, the Customer must pay the Telephone Company time and material charges for each modification, as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(5) If the Customer requests additional service features and functions not included in 22.56.2.(B), the Customer must pay the applicable tariff rates for those additions as contained in Section 21-Metropolitian Statistical Area Access Services;

(6) The Customer cannot subscribe to or include Subject Services subscribed to under this Contract Offer in any other contract offering;

(7) Subject Services under this Contract Offer will not be eligible for additional discounts under the Managed Value Plan (MVP) offering in Section 19;

(8) Purchase of the Subject Services listed above under this Contract Offer are also subject to general terms and conditions of FCC Tariff No.2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the term of the service;

(9) The Customer must be current on billing for existing services within 60 days after subscribing to this Contract Offer, and must remain current throughout the Term Period.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.56 Contract Offer No. 56 – DS1, DS3 and OCN PTP Service Offer (Cont'd)

22.56.4 Portability of Existing Subject Services

The Telephone Company will waive otherwise applicable termination liability charges for moves and/or disconnection of existing Subject Services, provided that the Customer complies with the terms and conditions of this Contract Offer, including but not limited to Sections 22.56.3 and 22.56.5. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for those charges on a quarterly basis. To receive the credits or a waiver of termination liability charges for such moves and/or disconnects, the following conditions must be met:

(A) The Customer must be in compliance with all terms and conditions of this Contract Offer;

(B) DS3, OC-3 and OC-12 Point-to-Point services must have been in service for a minimum of one (1) year from the original installation date;

(C) OC-48 and OC-192 Point-to-Point services must have been in service for a minimum of three (3) years from the original installation date; and

(D) If the Customer fails to meet the MARC on a contract anniversary date pursuant to Section 22.56.5, fails to pay the Annual True Up as defined in Section 22.56.5 (E), or otherwise terminates this Contract Offer prior to the end of the Term Period, the Customer must pay the previous 12 months termination liability charges previously waived or credited by the Telephone Company.

22.56.5 Minimum Annual Revenue Commitment (MARC)

(A) Establishment of the MARC

The Customer must establish and maintain a MARC as provided in this Contract Offer. The MARC for the first year of the Term Period (Year 1) will be established when the Telephone Company receives the Letter of Subscription (LOS) from the Customer. For purposes of calculating the MARC for Year 1, recurring annual revenue for all existing and new Subject Services pursuant to this Contract Offer shall be included in the calculation of the Year 1 MARC.

(B) Determining the Minimum Annual Revenue Commitment

(1) The MARC shall be calculated as the sum of the recurring revenue for all Subject Special Access Services of the previous three (3) months of the contract year, multiplied by four(4).

(2) Example: Customer achieves $1,000,000 in previous three months of the contract year. The $1,000,000 is multiplied by 4 for a new MARC of $4,000,000.

(N)

$1,000,000 X 4 = $4,000,000

(This page filed under Transmittal No. 1468)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.56 Contract Offer No. 56 – DS1, DS3 and OCN PTP Service Offer (Cont'd)

22.56.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Determining the Minimum Annual Revenue Commitment (Cont'd)

(3) The Customer's MARC for Year 1 shall be $3,600,000, or the MARC as calculated for the year prior (previous 3 months times 4) to the effective date of this contract offer, whichever is greater.

(4) The MARC for Years 2, 3, 4, and 5 will be reviewed and re-established on an annual basis, effective on the Contract anniversary dates.

If, for any year the recalculated MARC is greater than the previous years MARC, the newly recalculated MARC will apply. If the recalculated MARC is less than the previous years MARC, the previous year's MARC will carry over for the new year.

Example of Year 2 MARC Establishment: Customer's Year 1 MARC is established at $3,600,000. At the end of Year 1, the total recurring revenue of the previous three (3) months totaled $1,000,000. Multiply that number by 4, and the Customer's Year 2 MARC equals $4,000,000.

$1,000,000 X 4 = $4,000,000

(C) Failure to Achieve the MARC

If the Customer fails to achieve the Annual MARC for any year of the Term Period, the Customer must pay the difference between the Annual MARC for the current term year and the actual recurring annual revenue for the Qualifying services as set forth in the True-up process as described in Section 22.56.5 (E) within thirty (30) days of notification by the Telephone Company.

(D) Discounts and Other Credits

If the Customer exceeds the MARC by ten (10) percent upon the Term Period annual anniversary date, then the Customer will be eligible for a two (2)percent credit of recurring annual revenue. If the Customer exceeds MARC by fifteen (15) percent, then the Customer will be eligible for a three (3) percent credit of said annual revenue. If Customer exceeds the MARC by twenty (20) percent, then the Customer will be eligible for a five (5) percent credit of recurring annual revenue. If the Customer exceeds the MARC by twenty-five (25) percent, then the Customer will be eligible for a 7 percent credit of recurring annual revenue. Said annual credits will be applied to Customers bill within sixty (60) days after determination of MARC.

Exceed MARC upon annual anniversary date – Percentage	Eligible Credit
0	0%
10%	2%
15%	3%
20%	5%
25%	7%

(N)

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

22.56 Contract Offer No. 56 – DS1, DS3 and OCN PTP Service Offer (Cont'd)

22.56.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(E) Annual True-up

The Telephone Company shall conduct an Annual True-up upon the anniversary date of each term year of this Contract Offer based on the Customer's MARC commitment. If the Customer fails to achieve the annual MARC Commitment as of the anniversary date, the Customer will be notified by the Telephone Company and will be required to remit an Annual True-up payment to reach the MARC commitment. The true-up calculation will be performed as follows:

Annual MARC – Actual Annual recurring revenues for Subject Services = Annual True-up Amount

If the Customer fails to submit its Annual True-Up payment to the Telephone Company within thirty (30) days after notification from the Telephone Company, the Customer shall be deemed to have terminated its Contract Offer No. 56 and termination Charges will apply as set forth in Section 22.56.9.

22.56.6 Assignment and Transfer

(A) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 56 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

(a) "fair" or below in a composite credit appraisal published by Dun and Bradstreet or
(b) "high risk" in a Paydex score as published by Dun and Bradstreet. (N)

(This page filed under Transmittal No. 1468)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.56 Contract Offer No. 56 – DS1, DS3 and OCN PTP Service Offer (Cont'd)

22.56.7 Mergers and Acquisitions

In the event that the Telephone Company, or the corporate parent of the Telephone Company, or any affiliate of the Telephone Company or its corporate parent, in whole or in part, merges with, acquires, 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), and the Customer purchases special access services from the other company, then the following terms and conditions will apply:

(A) If the Customer purchases any interstate special access services from the merged or acquired company, and such special access services are or become eligible for pricing flexibility, the Customer may include those special access services in this Contract Offer, subject to any terms or conditions of any contracts or tariffs pursuant to which the Customer is purchasing such special access services prior to the merger or acquisition, including any terms or conditions regarding termination liability. If the Customer chooses to include the services subject to the merger or acquisition in this Contract Offer, they shall become Contributory Subject Services within the meaning of this Contract Offer at the time they are included in this Contract Offer. At the time such Contributory Subject Services are included in this Contract Offer, the MARC shall be recalculated, including both the recurring annual revenues of the Contributory Services provided to the Customer prior to the merger or acquisition and the recurring annual revenues of the additional Contributory Subject Services previously provided by the merged or acquired Company.

(N)

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

22.56 Contract Offer No. 56 – DS1, DS3 and OCN PTP Service Offer (Cont'd)

22.56.8 Rates and Charges

(A) DS1 and DS3 Rates :

The tables below contain the discounted rates for Contract Tariff No. 56. The Customer must pay the following Monthly Recurring Charge (MRC) for the Subject Services as described above. Unless noted otherwise rates are inclusive for all zones.

DS1 Rate per Circuit	Circuit Miles	60 month term
Channel Termination/LDC and applicable Mileage	0 Miles	$113
	1-10 Miles	$180
	11-20 Miles	$225

DS3 Interoffice Transport Rate Elements	60 month term
CMT/LDC – Zone 1	$375
CMT/LDC– Zone 2	$400
CMT/LDC – Zone 3 - 5	$425
CM – Variable (per mile) All zones	$33.15
Muxing (DS3 to DS1)	$427.50

All Expanded Interconnection Services Cross Connects (EISCC) or other cross connects are billed at existing Tariff rates.

The Telephone Company shall waive the following Non-Recurring charges NRCs) associated with the conversion of qualifying DS1, DS3 and OCN Point to Point Services for Customers subscribed to Contract Offer No. 56:

(1) Design and Central Office Connection Charge per circuit, Section 7.4.2; and

(2) Customer Connection Charge per termination, Section 7.4.2

Non-Recurring charges apply for purchases of qualifying DS1, DS3, and OCN Point to Point services for Customers subscribed to Contract Offer No. 56.

(B) Any rate elements not described herein will continue to be billed at tariff rates as described in Metropolitan Statistical Area (MSA) Section 21 or Section 7. (N)

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

22.56 Contract Offer No. 56 – DS1, DS3 and OCN PTP Service Offer (Cont'd)

22.56.9 Termination Liability

(A) If the Customer terminates Contract Offer No. 56, the termination liability language contained below applies in lieu of the termination liability language described in Section 7. The Customer must pay to the Telephone Company termination liability charges as described below if the Customer terminates this Contract Offer before the completion of the Term Period for any reason, or if the Customer is not in compliance with Terms and Conditions in Section 22.56.3. These charges shall become due as of the effective date of the termination and are payable within 30 days of the invoice date. In addition, the Customer shall be liable for waived termination charges as described in Section 22.56.4.

The Customer's termination liability charges for termination of service shall be equal to 50% of all monthly recurring charges for the balance of the Customer's five (5) year Term Period, and will be calculated as follows:

Monthly Recurring Charges x Months remaining in Term Period x Termination liability percentage of 50% = Termination Liability

In addition, if any termination liability has been waived subject to the portability provision set forth in Section 22.56.4 of this Contract Offer within 12 months prior to the termination of the Contract Offer, such previously waived termination Liability charges will also apply.

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

$200,000 X 24 months X 50% = $2,400,000 Termination Liability

If the Telephone Company previously waived Termination Liability pursuant to the portability provision in Section 22.56.4 of this Contract Offer, in the amount of $320,000, then the additional termination liability would be calculated as:

$2,400,000 + $320,000 = $2,720,000 Total Termination Liability

(N)

(N)

22. Pricing Flexibility Contract Offerings

22.57 Contract Offer No. 57 – DS1/DS3 High Capacity Service Offer

22.57.1 General Description

DS1/DS3 High Capacity Service Offer (Contract Offer No. 57) is an access services discount pricing offer that permits Customers, who meet the eligibility criteria described in section 22.57.2, to purchase new DS1 and DS3 High Capacity Services at the rates listed in Section 22.57.5 with minimum service purchase requirements.

Contract Offer No. 57 is only available for subscription May 24, 2005 through June 24, 2005. This offer is not renewable.

22.57.2 Eligibility Criteria

The following eligibility criteria must be met in order to subscribe to Contract Offer No. 57:

(A) Services purchased under Contract Offer No. 57 must be located in the following pricing flexibility Metropolitan Statistical Area(s):

Chicago, Rockford,IL; Anderson, Bloomington, Indianapolis, Kokomo, , Muncie, South Bend, IN; Battle Creek, Detroit/Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing, MI; Madison, Milwaukee, WI and Columbus, Toledo OH.

(B) Contract Offer No. 57 applies to pricing- flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff section:

DS1 and DS3 Services – Ameritech Operating Companies F.C.C. No. 2, Section 7.5.9 for Phase 1 MSAs and Section 21.5.2.7 for Phase 2 MSAs.

22.57.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date the Telephone Company receives the Letter of Subscription.

The DS1 and DS3 service term period (Service Term) for each new DS1 or DS3 purchased is five (5) years commencing on the date the access service order is completed.

At the expiration of the Service Term for DS1 and DS3 services, the Customer may select payment options in Section 7.5.9 for Phase 1 MSAs and Section 21.5.2.7 for Phase 2 MSAs for DS1 and DS3 services.

(N)

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

22.57 Contract Offer No. 57 – DS1/DS3 High Capacity Service Offer (Cont'd)

22.57.3 Terms and Conditions (Cont'd)

(A) Term Period (Cont'd)

If, at expiration of the Service Term, the Customer does not elect an option from the sections noted above or disconnect service, the Subject Services will be converted to the prevailing monthly extension rates in Section 7.5.9 for Phase 1 MSAs and Section 21.5.2.7 for Phase 2 MSAs.

(B) Other Terms and Conditions

(1) Contract Offer No. 57 is only available for subscription May 24, 2005 through June 24, 2005;

(2) Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(3) If the Customer should discontinue service under Contract Offer No. 57 during the Term Period, termination liability charges will apply in accordance with Section 22.57.7.

(4) If, after the Customer has submitted the Letter of Subscription and prior to the commencement of the Term Period, the Customer cancels the Letter of Subscription, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(5) If the Customer requests additional service features and functions not included in Section 22.57.4, the Customer must pay the tariff rates for those additions as contained in Section 7-Special Access Service or Section 21-Metropolitan Statistical Area Access Services depending on the service type.

(6) Customer must meet minimum purchase requirements at the rates, terms and configurations specified in Section 22.57.5, as follows:

(a) Within 90 days of subscription to this Contract Offer, Customer must purchase eight (8) new DS3s and 95 new DS1s, and
(b) Within 12 months of subscription to this Contract Offer, Customer must purchase 20 additional new DS3s and 60 additional new DS1s,
(c) Within 24 months of subscription to this Contract Offer, Customer must purchase 12 additional new DS3s and 60 additional new DS1s.

(7) Minimum purchase requirements in Section 22.57.3 (B) (6) must be achieved through new installations and the in-service levels must be maintained throughout the five (5) year Contract Term Period. If the Customer fails to meet the in-service level requirements at the end of each contract year during the Contract Term Period, Shortfall charges will apply pursuant to Section 22.57.5.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.57 Contract Offer No. 57 – DS1/DS3 High Capacity Service Offer (Cont'd)

22.57.3 Terms and Conditions (Cont'd)

(8) Customer may purchase additional DS1 and DS3 services, over the purchase requirements as specified in 22.57.3 (B) (6) above, at the rates, terms and configurations specified in Section 22.57.5 at anytime during the Term Period provided they are within the service requirements specified in Section 22.57.6.

(9) If Shortfall charges are not paid within the timeframes specified in Section 22.57.6, termination liability charges will apply pursuant to Section 22.57.7.

(10) All DS1 and DS3 services ordered at a time when the Customer is above the service requirements specified in Section 22.57.6 will be charged prevailing tariff rates available in Sections 7.5.9 or 21.5.2.7 depending on the MSA relief level in effect at the time the service is ordered.

(11) The Customer may move or disconnect DS1 or DS3 services within the MSAs listed in Section 22.57.2 under this Contract Offer pursuant to Section 22.57.4 (B).

(12) This Contract Offer can not be combined with any other promotional, contract or discount offer.

22.57.4 Service Requirements

(A) Service Levels

The Customer must meet and maintain the minimum service levels by the end of each contract year specified in Table 1 as a result of the new DS1 and DS3 services purchased under this Contract Offer. Services purchased prior to the effective date of this Contract Offer do not count toward the in-service level requirements listed in Table 1.

Table 1 – In-Service Levels

Year	DS1 Minimum	DS1 Maximum	DS3 Minimum	DS3 Maximum
1	155	350	28	60
2	215	350	40	60
3	215	350	40	60
4	215	350	40	60
5	215	350	40	60

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.57 Contract Offer No. 57 – DS1/DS3 High Capacity Service Offer (Cont'd)

22.57.4 Service Requirements (Cont'd)

(B) Portability

Customer may move or disconnect DS1s or DS3s purchased under this Contract Offer without incurring termination liability charges provided the Customer achieved and maintained the minimum in-service levels outlined in Table 1 above, per a quarterly review process.

Total in-service levels of DS1 and DS3 circuits ordered under this Contract Offer will be reviewed on a quarterly basis. The Telephone Company's quarterly review process will commence at the start of the Customer's second Contract year.

This quarterly review will be for the purpose of determining eligibility for credits of termination liability associated with moves and disconnections. Verification will be done 30 days after the close of each quarter. Total in-service levels will be based on services purchased under this Contract Offer.

Portability Credits

(1) If the current quarter's in-service levels are equal to or exceed the in-service levels listed in Table 1 from the end of the previous contract year, the Telephone Company will credit termination liability charges.

(2) If the current quarter's in-service levels are equal to or below the in-service levels listed in Table 1 from the end of the previous contract year, the Telephone Company will not credit termination liability charges for any moves or disconnects ordered during that quarter.

(C) Shortfall Payments

Customer must meet in-service level requirements for DS1 and DS3 services purchased under this Contract Offer pursuant to Section 22.57.4.(A). Total in-service levels of DS1 and DS3 circuits will be reviewed annually (at the end of each contract year) for the purpose of determining shortfall payment requirements. If at the end of a contract year, the in-service levels are less than the in-service level requirements listed in Table 1, the Customer will be assessed a shortfall charge. The shortfall charge is calculated as follows:

$180 per DS1 short of in-service level requirement x 12 months
$800 per DS3 short of in-service level requirement x 12 months

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.57 Contract Offer No. 57 – DS1/DS3 High Capacity Service Offer (Cont'd)

22.57.4 Service Requirements (Cont'd)

(C) Shortfall Payments (Cont'd)

Example:
If in-service DS1 level at end of year 1 = 140 and in-service DS3 level = 23, then:

DS1 shortfall = (155 – 140) x ($180) x (12 months) = $32,400
DS3 shortfall = (28-23) x ($800) x (12 months) = $48,000

Total shortfall charge Year 1 = $32,400 + $48,000 = $80,400

22.57.5 Rates and Charges

The following rates will apply for all DS1 and DS3 services purchased. All new DS1 and DS3 services purchased under this Contract Offer must be ordered with a Service Term Period of five (5) years.

(A) DS1s with configuration of 1 Local Distribution Channels (LDCs), 2 Channel Mileage Terminations (CMTs) and Channel Mileage (CM):

Product	Configuration	Transport Mileage	Rate
DS1	1 LDC	0	$95
DS1	1 LDC, 2 CMTs, CM	1-10	$160
DS1	1 LDC, 2 CMTs, CM	11-20	$180
DS1	1 LDC, 2 CMTs, CM	21-30	$230
DS1	1 LDC, 2 CMTs, CM	31-40	$280
DS1	1 LDC, 2 CMTs, CM	41-50	$330
DS1	1 LDC, 2 CMTs, CM	51-60	$380

(B) DS1s with configuration of 2 Local Distribution Channels (LDCs), 2 Channel Mileage Terminations (CMTs) and Channel Mileage (CM):

Product	Configuration	Transport Mileage	Rate
DS1	2 LDC	0	$190
DS1	2 LDC, 2 CMTs, CM	1-10	$255
DS1	2 LDC, 2 CMTs, CM	11-20	$275
DS1	2 LDC, 2 CMTs, CM	21-30	$325
DS1	2 LDC, 2 CMTs, CM	31-40	$375
DS1	2 LDC, 2 CMTs, CM	41-50	$425
DS1	2 LDC, 2 CMTs, CM	51-60	$475

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.57 Contract Offer No. 57 – DS1/DS3 High Capacity Service Offer (Cont'd)

22.57.5 Rates and Charges (Cont'd)

(C) DS3 Elements:

Product	Rate Element	USOC	Rate
DS3	Local Distribution Channel	TZUP1 TZUP2 TZUP3 TZUP4 TZUP5	$800
DS3	Channel Mileage Termination	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	$240
DS3	Channel Mileage (per mile)	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	$33.60
DS3	3/1 Central Office Multiplexer	QM3X1 QM3X2 QM3X3 QM3X4 QM3X5	$400
DS3	1/0 Central Office Multiplexer	QMVX1 QMVX2 QMVX3 QMVX4 QMVX5	$205

A Local Distribution Channel must be ordered to be considered toward the in-service level requirements specified in section 22.57.4.

22.57.6 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 57 pursuant to F.C.C. No. 1, Section 2.1.2, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 1, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2)if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.57 Contract Offer No. 57 – DS1/DS3 High Capacity Service Offer (Cont'd)

22.57.6 Assignment and Transfer (Cont'd)

(a) (Cont'd)

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

22.57.7 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in Ameritech Operating Companies, F.C.C. No. 2, Section 7. If the Customer terminates this Contract Offer before the completion of the term period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination Liability charges will also apply if the customer is not in compliance with the Eligibility Criteria in Section 22.57.2 or the Terms and Conditions in Section 22.57.3. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below.

Customer's termination liability charges for termination of service shall be equal to 50% of all recurring charges for the balance of the Customer's five (5) year Term Period, and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 50%)

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

$200,000 X 24 months X 50% = $2,400,000 Termination Liability

(N)

(N)

22. Pricing Flexibility Contract Offerings

22.58 Contract Offer No. 58– OC-192 Dedicated SONET Ring Service Offer

22.58.1 General Description

OC-192 Dedicated SONET Ring Service Offer is an access discount plan that permits customers located in Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates listed in Section 22.58.5 for new OC-192 Dedicated Ring Services that meet the eligibility criteria listed in Section 22.58.3 below. This contract offering is available in the MSAs listed in Section 22.58.3 (A) (1).

Contract Offer No. 58 is only available for subscription May 27, 2005 through July 27, 2005. This offer is not renewable.

22.58.2 Subject Services Available Under Contract Offer No. 58

Contract Offer No. 58 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff section:

- Ameritech OC-192 Dedicated SONET Ring Service – Ameritech Tariff F.C.C. No. 2, Section 21.5.2.9.

22.58.3 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive discounts for the purchase of Subject Services pursuant to Contract Offer No. 58:

(1) Service must be located in Pricing Flexibility Qualified MSAs: Chicago, Illinois.

(2) Customer must purchase one (1) new OC-192 Dedicated SONET Ring Service.

(3) Mileage for the new OC-192 Dedicated SONET Ring Service must be, at a minimum, seventy-five (75) miles.

(4) Service must be for new installation orders only.

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

22.58.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years, commencing on the date the service order is completed. Billing for Contract Offer No. 58 commences no later than 30 days after the Telephone Company's completion of the access service order, with the billing begin date to be the same as the service order completion date. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options as described in Ameritech Tariff F.C.C. No. 2 Section 7.5.11 for OC-192 Dedicated SONET Ring Service.

(N)

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

22.58 Contract Offer No. 58 – OC-192 Dedicated SONET Ring Service Offer (Cont'd)

22.58.4 Terms and Conditions (Cont'd)

(A) Term Period (Cont'd)

If, at the expiration of the Term Period, the Customer elects to continue service and does not select a payment option as described in the Ameritech Tariff F.C.C. No. 2, Section 7.5.11, Subject Services will be converted to the prevailing applicable monthly rates.

Rate stability under Contract Offer No. 58 applies only to the rates specific to this Contract Offer as outlined in Section 22.58.5. Purchase of the Subject Services listed above are also subject to certain rates, charges and general terms and conditions in other sections of Ameritech F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in this Contract Offer.

(B) Contract Offer No. 58 is only available May 27, 2005, through July 27, 2005;

(C) Contract Offer No. 58 discounted rates, as described in Section 22.58.5, must be for new installations only;

(D) In order to subscribe to Contract Offer No. 58, Customer must submit a Letter of Subscription (LOS) to the Telephone Company.;

(E) If the Customer should discontinue service under Contract Offer No. 58 during the Term Period, termination liability charges will apply in accordance with Section 22.58.6;

(F) Customer must subscribe to the services available under this Contract Offer No. 58 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(G) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(H) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 58, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements; (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.58 Contract Offer No. 58 – OC-192 Dedicated SONET Ring Service Offer (Cont'd)

22.58.4 Terms and Conditions (Cont'd)

(I) The Customer will not be able to subscribe to any other Contract Offering in Section 22 in conjunction with Contract Offer No. 58 that might be offered by the Telephone Company now or in the future for services covered under this Contract Offer 58.

(J) Customers who subscribe to this Contract Offer may move DS1 and DS3, OC-3, OC-12 and OC-48 (Node to Node on Ring) circuits that are on the new OC-192 Dedicated SONET Ring (as described in Tariff F.C.C. No. 2, Section 7.2.11) without incurring termination liability. Circuits that traverse off the ring incur termination liability, if applicable, for the respective service, i.e., DS1, DS3, OC-3, OC-12, OC-48 in Tariff F.C.C. 2, Section 7 and 21. Disconnect orders associated with node to node moves do not have to be coordinated with add orders provided the following condition is met:

(a) New service location is within the Chicago, Illinois MSA.

(K) Customers who subscribe to Contract Offer 58 may disconnect DS1 DS3, OC-3, OC-12 and OC-48 ring port to port services as listed in Ameritech Tariff F.C.C. No. 2, Sections 7 and 21 without changing the Term Period or incurring termination liability.

(L) Customer's subscribed to this Contract Offer will receive a credit equal to one month's bill for the individual port-to-port connection involved in a service interruption, as defined in F.C.C. No. 2 Section 2.4.4. This credit includes a pro-rated portion of all impacted rate elements affected by the service interruption. As described in F.C.C. No. 2, Section 2.4.4., an interruption of service starts when an inoperative service is reported to the Telephone Company and ends when the service is operative. In any month, as a result of an interruption of service, the total credit per rate element of the interrupted service may not exceed 100 Percent of the monthly charge for that particular rate element.

22.58.5 Rates and Charges

Customer must pay the following Monthly Recurring Charge (MRC) in Table A for the new OC-192 Dedicated SONET Ring Service:

(N)

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

22.58 Contract Offer No. 58– OC-192 Dedicated SONET Ring Service Offer (Cont'd)

22.58.5 Rates and Charges (Cont'd)

Table A

OC192 Dedicated SONET Ring Service	**USOC**	**QTY**	**5 year Term**	
			Unit Price	*MRC*
Mileage per mile – OC192	1L5XX	75	$ 136.40	$ 10,230.00
OC 192 Add/Drop Capability, per arrangement	MXJGX	4	$ 2,480.00	$ 9,920.00
OC 192 C.O. Node	GC5AA	1	$ 9,734.00	$ 9,734.00
OC 192 Customer Premises Node – Initial	GP5AX	3	$10,943.00	$ 32,829.00
Port – OC-12 at OC-192 Node	S9NGX	28	$ 223.20	$ 6,249.60
Port – OC-3 at OC-192 Node	S9NEX	4	$ 83.70	$ 334.80
				$ 69,297.40

The following OC-192 Dedicated SONET Ring Service Non-recurring charges in Table B will be waived.

Table B

Administrative Charge	$ 60.00
Design and C.O. Connection Charge	$ 2,250.00

Customer must pay all other applicable Non-recurring charges.

Customer may add additional ports as specified in the Table C.

Table C

Additional Features	**USOC**	**Unit Price**	**NRC**
OC-48/OC-48c at OC-192 node	S9NJX	$ 760.00	$ 0.00
OC-12 /OC-12c at OC-192 node	S9NGX	$ 223.20	$ 0.00
OC-3/OC-3c at OC-192 node	S9NEX	$ 83.70	$0.00
DS3, at OC-192 Node	S9QGX	$ 110.00	$ 0.00

(N)

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

22.58 Contract Offer No. 58– OC-192 Dedicated SONET Ring Service Offer (Cont'd)

22.58.6 Termination Liability

The termination language contained below applies in lieu of termination liability language contained in Section 7.4.10 (C). If the Customer terminates subject services before the completion of the Term Period for any reason, except as noted herein **,** the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the terms and conditions of this Contract Offer. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below.

The Customer's termination liability charges shall be equal to:

50% of all recurring charges for the balance of Customer's five (5) year term.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

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

$20,000 X 12 X 50% = $120,000 termination liability charge.

An Excessive Service Interruption occurs when the OC-192 Dedicated SONET Ring Service experiences simultaneous equipment service interruptions that exceed two (2) hours in either (a) in any three (3) consecutive months; or (b) in any three (3) of four (4) consecutive months. In the event of an Excessive Service Interruption the Customer shall have the right to terminate services under this Contract Offer for an unresolved excessive service interruption condition without incurring termination liability charges, as described above. Customer must submit a written notification to Telephone Company identifying the excessive service interruption condition within 30 days of the excessive service interruption condition. Upon notification, the Telephone Company shall have 30 days to remedy the condition. If the reported excessive service interruption condition is not remedied after thirty (30) days of notification to the Telephone Company, the Customer may terminate this Contract Offer without incurring termination liability, provided, however, that condition did not occur within the first three (3) months of subscription to this Contract Offer.

(N)

22. Pricing Flexibility Contract Offerings (N)

22.59 Contract Offer No. 59 – Special Access OC3/DS1 Package Offer

22.59.1 General Description

Special Access OC3/DS1 Package Offer is an access discount pricing plan that permits Customers located in Phase 1 and Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates listed in Section 22.59.6 for the purchase of DS1 special access transport bandwidth subtending a two (2) node OC-3 Dedicated Ring Service. Upon subscription, Customer must purchase one of the Special Access OC-3/DS1 Package options, as described in Section 22.59.3(B)(3), herein. Contract Offer is available for subscription May 28, 2005 through August 31, 2005. This Contract Offer is not renewable.

22.59.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to purchase Contract Offer No. 59:

(1) Service must be located in the following Pricing Flexibility MSAs:

Champaign-Urbana, Chicago, Davenport/Rock Island/Moline, Decatur, Peoria/Pekin, Rockford, Springfield, St Louis, IL;

Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Louisville, Muncie, South Bend, IN;

Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing, Saginaw-Bay City-Midland, MI;

Akron, Cleveland-Lorain-Elyria, Columbus, Dayton, Toledo, OH;

Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

(2) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(3) DS1 Special Access services purchased under this Contract Offer must have interoffice mileage between zero (0) and ten (10) Miles.

(B) Contract Offer No. 59 applies to pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) OC-3 Dedicated Ring Service - Ameritech Tariff F.C.C. No. 2, Section 7 for Phase 1 MSAs and Section 21 for Phase 2 MSAs;

(2) DS1 Service – Ameritech Tariff F.C.C. No. 2, Section 7 for Phase 1 MSAs and Section 21 for Phase 2 MSAs

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

(N)

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

22.59 Contract Offer No. 59 – Special Access OC-3/DS1 Package Offer (Cont'd)

22.59.3 Terms and Conditions

(A) Term Period

The contract term is five (5) years (hereafter referred to as Term Period), commencing on the date billing begins. Billing commences for the new Special Access OC-3/DS1 Package no later than 30 days after the Telephone Company's completion of access service order for Subject Services. This offer is not renewable.

At the expiration of the Term Period, the Customer may select payment options from Section 7 or Section 21. If, at the expiration of the Term Period, the Customer does not select a payment option, the DS1 services will be converted to the month-to-month rates found in Section 7.5.9 or Section 21.5.2.7, and the OC-3 Dedicated Ring services will be converted to the monthly extension rates found in Section 7.5.11 or Section 21.5.2.9.

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 59 as listed in Section 22.59.6. Purchase of Subject Services listed above under Contract Offer No. 59 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, however, such tariff modifications will not change the terms and conditions described in Contract Offer No 59.

(B) Terms and Conditions

(1) Contract Offer No. 59 is only available May 28, 2005 through August 31, 2005;

(2) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company;

(3) Upon subscription, the customer must chose one of the following Special Access OC-3/DS1 Package options:

(a) 2 Node OC-3 Dedicated Ring Service with Seven (7) DS1s;
(b) 2 Node OC-3 Dedicated Ring Service with Fourteen (14) DS1s; or
(c) 2 Node OC-3 Dedicated Ring Service with Twenty-eight (28) DS1s

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.59 Contract Offer No. 59 – Special Access OC3/DS1 Package Offer (Cont'd)

22.59.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(4) The total capacity of the two (2) node OC-3 Dedicated Ring Service must be eighty-four (84) DS1 special access services. The total capacity must not exceed eighty-four (84) DS1 special access services at any time during the Term Period;

(5) If the Customer should discontinue service under Contract Offer No. 59 prior to the end of the Term Period, termination liability charges will apply in accordance with Section 22.59.7;

(6) The Customer must subscribe to Subject Service available under this Contract Offer No. 59 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(7) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS and /or Access Service Request (ASR), cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(8) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 59, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(9) Subject Services provided pursuant to this Contract Offer No. 59 shall not be eligible for any other discount, promotion, or contract offer; and

(10) Subject Services must have an installation completion date on or before November 30, 2005. Subject Services that have completion dates after November 30, 2005 are not eligible for this Contract. However, services that are assigned completion dates beyond November 30, 2005 as a result of Telephone Company reasons will be eligible for the Contract.

(C) Conversion of Existing Service

Existing DS1 Service as of the effective date of this Contract Offer may be eligible for conversion to this Contract Offer No. 59. The existing DS1 Service must not be currently provisioned over a Dedicated Ring Service. Nonrecurring Rearrangement fees and any applicable Termination Liability associated with converting the existing DS1 Service to this Contract Offer No. 59 will be waived. The Eligibility Criteria described in Section 22.59.2 will continue to apply for existing DS1 Services converted to this Contract Offer No. 59.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.59 Contract Offer No. 59 – Special Access OC3/DS1 Package Offer (Cont'd)

22.59.3 Terms and Conditions (Cont'd)

(C) Conversion of Existing Service (Cont'd)

Existing DS1 Service, as of the effective date of this Contract Offer that is currently provisioned over a Dedicated Ring Service, is not eligible for conversion to this Contract Offer No. 59. Existing OC-3 Dedicated Ring Service, as of the effective date of this Contract Offer is not eligible for conversion to Contract Offer No. 59.

22.59.4 Assignment and Transfer

(A) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 59 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(1) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

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

(a) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or

(b) "high risk" in a Paydex score as published by Dun and Bradstreet.

22.59.5 Upgrade Option

During the Term Period, Customer may upgrade the DS1s of the Special Access OC-3/DS1 Package subscribed to under this Contract Offer to a higher package offering as shown in Table A below. Termination Liability associated with the termination of original package of DS1s will be waived.

Table A

Package Subscription	Upgrade Package Available
7 DS1s	14 DS1s or 28 DS1s
14 DS1s	28 DS1s
28 DS1s or greater	7 DS1s as described in 22.59.6

All nonrecurring ordering and installation charges, as described in 22.59.6 following, are applicable. The Term Period will remain unchanged.

(N)

(This page filed under Transmittal No. 1471)

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

22.59 Contract Offer No. 59 – Special Access OC3/DS1 Package Offer (Cont'd)

22.59.6 Rates and Charges

(A) The Customer must pay the following Monthly Recurring Charge (MRC) in Table B.

(B) The MRC in Table B includes the 2 node OC-3 Dedicated Ring Service and Special Access DS1 rate elements and quantities in Table C and Table D.

Monthly Recurring Charge (MRC):
Table B:

OC3/DS1 Package	**Rate (Includes DS1s with 0 Miles up to and including 10 Miles)**
2 Node OC3 DSRS and 7 DS1s	$2850.00
2 Node OC3 DSRS and 14 DS1s	$3500.00
2 Node OC3 DSRS and 28 DS1s	$4500.00
Each Additional 7 DS1s above 28	$1000.00 per 7 DS1s

Table C:

OC-3 Dedicated Ring	**USOC**	**Quantity**
OC-3 Customer Premise Node	FP5CX	1 Node
OC-3 Central Office Node	FC5CX	1 Node
OC-3 DS1 Ports (7 DS1s)	SPRAX	14 Ports
OC-3 DS1 Ports (14 DS1s)	SPRAX	28 Ports
OC-3 DS1 Ports (28 DS1s)	SPRAX	56 Ports
OC-3 DS1 Ports (Each Additional 7 DS1s)	SPRAX	14 Additional Ports per 7 DS1s
OC-3 Ring Mileage	IL5XX	2 Miles

Table D:

DS1 Special Access	**USOC**	**Quantity**
DS1 Channel Mileage Termination	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	2 per DS1 circuit with Interoffice Channel Mileage
DS1 Channel Mileage (CM)	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	DS1 circuits with Interoffice Channel Mileage may have a maximum of 10 Interoffice Channel Miles

(C) The Customer must pay the Non-Recurring charges as listed in Section 7 or Section 21. (N)

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

22.59 Contract Offer No. 59 – Special Access OC3/DS1 Package Offer (Cont'd)

22.59.7 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates Contract Offer No. 59 Special Access OC3/DS1 Package before the completion of the Term Period for any reason, Customer must pay to the Telephone Company termination liability charges as described below. Customer's termination liability charges for termination of service shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's five (5) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example:
Customer with a $3,500 monthly recurring charge terminates service after one (1) year and has forty eight (48) months remaining in a five (5) year term plan. The termination liability would be calculated as:

$3,500 X 48 X 50% = $84,000 termination liability charge.

(N)

22. Pricing Flexibility Contract Offerings

22.60 Contract Offer No. 60 – OC-48 Dedicated SONET Ring Service Offer (N)

22.60.1 General Description

Dedicated SONET Ring Service Offer (Contract Offer No. 60) is an access discount pricing plan that permits Customers located in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as "MSAs") to pay the discounted rates listed in Section 22.60.4 for one (1) OC-48 Dedicated SONET Ring Service. Customers must meet the eligibility criteria, as set forth in Section 22.60.2, and the Terms and Conditions, as set forth in Section 22.60.3, to receive discounts under this Contract Offer.

This Contract Offer is available May 28, 2005 through June 28, 2005 and this offer is not renewable.

22.60.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the Contract Offer 60 discount:

(1) The qualified access service (hereto referred to as "Qualifying Service") must be located in the pricing flexibility eligible MSA listed in 22.60.3 (B) (1);

(2) The Qualifying Service must be for one (1) new OC-48 Dedicated SONET Ring Service installation only;

(3) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(B) Contract Offer No. 60 applies to pricing-flexibility-qualified access services contained in the following tariff section:

Ameritech Tariff F.C.C. No. 2, Section 21.3 for OC-48 Dedicated Ring services.

(C) All terms and conditions for the Qualifying Service listed above are governed by their respective tariff sections except as noted herein. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.60 Contract Offer No. 60 – OC-48 Dedicated SONET Ring Service Offer (Cont'd)

22.60.3 Terms and Conditions

(A) Term Period

The contract term ("Term Period") for is five (5) years commencing on the date billing begins. Billing commences no later than thirty (30) days after the Telephone Company's completion of the OC-48 Dedicated SONET Ring access service order.

At the expiration of Term Period the Customer may choose from the payment options in Section 7 for OC-48 Dedicated Ring Service.

If, at the expiration of the Term Period for the Qualifying Service, the Customer does not choose to disconnect or to select a payment option from Section 7, the Customer will automatically be billed the prevailing applicable monthly extension rates found in Section 21.5.2.

Rate stability under the Term Period applies only to the rates specific to Contract Offer No. 60 as listed in Section 22.60.4. Purchase of the Qualifying Service listed above under Contract Offer No. 60 are subject to the specific terms and conditions of Section 22.60.3. Purchases of the services listed above under Contract Offer No. 60 are also subject to general terms and conditions of F.C.C. Tariff No. 2, and the terms and conditions in F.C.C. Tariff No. 2 may be modified through the filing of tariff changes at any time during the Term Period. In no event, however, shall changes to F.C.C. Tariff No. 2 result in a rate increase to the Qualifying Service the Customer ordered pursuant to this Contract Offer No. 60.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.60 Contract Offer No. 60 – OC-48 Dedicated SONET Ring Service Offer (Cont'd) (N)

22.60.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer No. 60 is only available for circuits located in the following MSA: Peoria, IL;

(2) Contract Offer No. 60 is only available between May 28, 2005 through June 28, 2005;

(3) Customer must submit a Letter of Subscription ("LOS") to the Telephone Company;

(4) If the Customer should discontinue the Qualifying Service under Contract Offer No. 60 at any time during the Term Period, termination liability charges will apply in accordance with Section 22.60.5;

(5) Customer must subscribe to Contract Offer No. 60 in accordance with Section 22.60.3 above and, as applicable, in accordance with the regulations set forth in Section 5;

(6) If the Customer requests modifications to the Contract Offer No. 60 network design originally constructed for the Customer under Contract Offer No. 60, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and Customer premise rearrangements;

(7) Except as provided for in Section 22.60.3 (B) (8) below, Customer will not be able to subscribe to or include the Qualifying Service in any future promotional, contract offering, or discount plan in conjunction with this Contract Offer;

(8) Provided that Customer meets the Eligibility Criteria in Section 22.60.2 and the Terms and Conditions in Section 22.60.3, Customer will be allowed to terminate this Contract Offer without incurring Termination Liabilities as set forth in Section 22.60.5, herein, if the Customer subsequently obtains the same Qualifying Service available under this Contract Offer pursuant to a new effective contract tariff offered by the Telephone Company, provided that the Customer meets the following criteria for subscription to the new contract offer:

(a) the Customer submits an LOS for purposes of subscribing to the Qualifying Service pursuant to the new contract offer;

(b) the Customer obtains, pursuant to the new contract offer, Qualifying Service with a capacity equal to or greater than the capacity of the Qualifying Service provided pursuant to this Contract Offer;

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.60 Contract Offer No. 60 – OC-48 Dedicated SONET Ring Service Offer (Cont'd)

22.60.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(8) (Cont'd)

(c) the monthly revenues of the new contract offer are equal to, or greater than, those of this Contract Offer; and

(d) the Term Period of the new contract offer is at least three (3) years.

(9) If the Customer wishes to assign or transfer its use of Qualifying Service under this Contract Offer No. 60 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled unless the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(a) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

(N)

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

22.60 Contract Offer No. 60 OC-48 Dedicated SONET Ring Service Offer (Cont'd)

22.60.4 Rates and Charges

(A) OC-48 Dedicated SONET Ring Service Rates and Charges:

Customer must pay the following Nonrecurring Charge (NRC) and Monthly Recurring Charge (MRC) for the OC-48 Dedicated SONET Ring Service:

Nonrecurring Charges (NRC):
Administrative Charge-OC-48 (ORCMX) $ 60.00
Design and Central Office Connection Charge-OC-48 (NRBCL) $ 600.00

Monthly Recurring Charge (MRC):
OC-48 Dedicated SONET Ring Service in Peoria, IL $ 13,886.40

The OC-48 Dedicated SONET Ring Service MRC includes the following components:

OC-48 Dedicated SONET Ring	USOC	Quantity
Customer Premise Node	FP5EX	1
Central Office Node	FC5EX	1
Ports-DS3 at OC-48 Node	SPRKX	48
Mileage	IL5XX	10

(B) OC-48 Dedicated SONET Ring Additional Services Rates and Charges:

Customer may subscribe to the following additional OC-48 Dedicated SONET Ring services at the MRC rates below:

OC-48 Dedicated SONET Ring	USOC	MRC
Additional Customer Premise Node	FP5EX	$ 3,784.00
Additional Central Office Node	FC5EX	$ 3,520.00
Additional Add/Drop Capability, Per Arrangement	MPEFX	$ 440.00
Additional Ports – OC-3 at OC-48 Node	SPRJX	$ 118.80
Additional Ports – OC-12 at OC-48 Node	SPRHX	$ 316.80
Additional Ports - DS3 at OC-48 Node	SPRKX	$ 96.80
Mileage, Per Mile OC-48	IL5XX	$ 193.60

If a node is added after the initial installation of the Qualifying Service, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the node MRC for a minimum period of twelve (12) months, and if the Term Period for the node is less than twelve (12) months, Customer shall be billed at the above MRC with any lump-sum to be billed at the end of the Term Period. (N)

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(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.60 Contract Offer No. 60 – OC-48 Dedicated SONET Ring Service Offer (Cont'd)

22.60.5 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates the Qualifying Service under Contract Offer No. 60 before the completion of the Term Period for any reason, other than a service interruption caused by Telephone Company, Customer must pay to the Telephone Company termination liability charges as described below. If the Customer is not in compliance with the Eligibility Criteria in Section 22.60.2 or the Terms and Conditions in Section 22.60.3, termination liability charges will also apply. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.2.11.

Customer's termination liability charges for termination of the Qualifying Service shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's Term Period(s), as applicable.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (months remaining in billing) multiplied by (termination percentage of 50%)

Example: Customer with a $10,000 monthly recurring charge terminates service after three (3) years and has twenty-four (24) months remaining in a five-year (5) Term Period. The termination liability would be calculated as:

$10,000 X 24 X 50% = $120,000 termination liability charge.

If Customer terminates the Qualifying Service under Contract Offer No. 60 before the completion of the Term Period for reason of a service interruption, Customer must notify the Telephone Company in writing within thirty (30) days of the interruption. (N)

22. Pricing Flexibility Contract Offerings

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer

22.61.1 General Description

Contract Offer No. 61 – the Broadband Plan is a special access discount pricing plan requiring subscription from the Customer under the following Access Tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No 2, Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, and The Southern New England Telephone Company (SNET) Tariff F.C.C. No. 39. The Broadband Plan provides discounted rates (Level II as described below) subject to volume commitments as described in Section 22.61.4 (G).

Services covered under this Contract Offer will be grouped into Levels:

(1) Level I – Qualified existing access services that are already in service prior to the commencement the Term Period are "Level I" circuits. Level I circuits will be counted toward the Customer's Portability Volume Commitment, as provided in Section 22.61.4 (G) of this Contract Offer, but are not eligible for the discounts provided under this Contract Offer.
(2) Level II – Qualified access services that are installed during the Term Period, or qualified access services that migrate from Level I to Level II as described in section 22.61.5, are "Level II" circuits. Level II circuits will be counted toward the Customer's Portability Volume Commitment and also will be eligible for the discounts provided under this Contract Offer.

Qualified services under this Contract Offer are available only in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSA) as described in Section 22.61.3 (A). Contract Offer No. 61 is available for subscription from July 1, 2005 through August 1, 2005. This Contract Offer is not renewable.

(N)
(N)
(Nx)
(Nx)
(N)
(N)

(x) Issued under Authority of Special Permission No. 05-024 of F.C.C.

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.2 Subject Services

This Contract Offer applies to access services that qualify for pricing flexibility (hereafter referred to as Subject Services), as provided in the following tariff sections:

(1) DS3 Service (DS3), Ameritech Tariff F.C.C. No. 2, Section 7.5.9 for Phase 1 MSAs and Section 21.5.2.7 for Phase 2 MSAs;
(2) OCN Point to Point (OC-3, OC-12), Ameritech Tariff F.C.C. No. 2, Section 7.5.10 for Phase 1 MSAs and Section 21.5.2.8 for Phase 2 MSAs;
(3) Sonet Xpress, Ameritech Tariff F.C.C. No. 2, Section 7.5.12 for Phase 1 MSAs and Section 21.5.2.10 for Phase 2 MSAs.

All terms and conditions for the Subject Services provided under this Contract Offer are governed by their respective tariff sections, except as noted herein.

22.61.3 Eligibility Criteria

The following eligibility criteria must be met for Subject Services to be provided under this Contract Offer.

(A) Subject Services must be located in the following Pricing Flexibility MSAs:

Chicago, IL; Bloomington, IL; Champaign/Urbana, IL; Decatur, IL; Rockford, IL; Springfield, IL; Anderson, IN; Appleton/Oshkosh/Neenah, IN; Evansville/Henderson, IN; Indianapolis, IN; Muncie, IN; South Bend-Mishawaka, IN; Kokomo, IN; Battle Creek, MI; Detroit/Ann Arbor, MI; Grand Rapids, MI; Lansing, MI; Columbus, OH; Cleveland/Lorain/Elyria, OH; Toledo, OH; Eau Claire, WI; Flint, MI; Green Bay, WI; Janesville, WI; Kalamazoo, MI; Kenosha, WI; Madison, WI; Milwaukee/Waukesha, WI; Racine, WI; Sheboygan, WI

If the Telephone Company receives end-user channel termination pricing flexibility relief in additional MSAs, those MSAs will be added the Broadband Plan, as outlined in Section 22.61.4 (E) of this Contract Offer.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd) (N)

22.61.3 Eligibility Criteria (Cont'd)

(B) Subject Services must be configured as follows:

(1) Subject Services must be a non-channelized point-to-point service; and
(2) Both end points of the circuit must be served by the Telephone Company and be located in an MSA listed in Section 22.61.3 (A) of this Contract Offer; and
(3) Subject Services must be at capacity levels of DS3, OC-3 or OC-12; and
(4) The 'Z' location for each circuit must be an end-user premise that is not a wireless cell site.

(C) The Customer must have a minimum of 1,200 existing Subject Service circuits meeting the configuration requirements described in Section 22.61.3 (B) of this Contract Offer.

(D) With respect to Subject Services provided pursuant to this Contract Offer, the Customer may not subscribe those Subject Services simultaneously to this Contract Offer and the Managed Value Plan (MVP) tariff, as set forth in Ameritech Tariff F.C.C. No. 2, Section 19. (N)

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

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.4 Term and Conditions

(A) Term Period

The Term Period for this Contract Offer shall be five (5) years commencing on the first day of the month after the Telephone Company receives a completed Letter of Subscription (LOS).

If the Customer elects to continue service upon the expiration of the Term Period, the Customer may; by written notification to the Telephone Company sixty (60) days prior to the expiration of the Term Period:

(1) Extend rates, terms and conditions of this Contract Offer for one (1) additional two (2) year term; or
(2) Select from the applicable payment options in Ameritech Tariff F.C.C. No. 2.

If, at the expiration of the Term Period, the Customer does not elect an option as described above, the Subject Services provided under this Contract Offer will be subsequently be provided under the prevailing applicable monthly extension rates found in Ameritech Tariff F.C.C. No. 2.

(B) Subscription

(1) Contract Offer No. 61 is available only from June 1, 2005 through August 1, 2005.

(2) To subscribe to this Contact Offer the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(3) To subscribe to this Contract Offer the Customer must meet all eligibility criteria as outlined in 22.61.3.

(4) The Customer must also concurrently subscribe to the following contract offers pursuant to the following tariffs: (N) (Nx)

(a) SWBT Tariff F.C.C. No. 73, Section 41, Contract Offer No. 47;
(b) PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 54;
(c) SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 15;
(d) NBTC Tariff F.C.C. No. 1, Section 23, Contract Offer No. 3. (Nx) (N)

(x) Issued under Authority of Special Permission No. 05-024 of F.C.C.

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

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.4 Term and Conditions (Cont'd)

(C) General

(1) The Customer must subscribe to the services available under this Contract Offer according to the regulations set forth in Ameritech Tariff F.C.C. No. 2, Section 5-Ordering Options for Switched and Special Access Services.

(2) Subject Services provided under this Contract Offer shall also be subject to certain rates, charges and general terms and conditions set forth in Ameritech Tariff F.C.C. No. 2, Sections: 2-General Regulations, 5-Ordering Options for Switched and Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period, however such tariff modifications will not change the terms and conditions described in this Contract Offer.

(3) If the Customer discontinues service under this Contract Offer during the Term Period, termination liability charges will apply in accordance with Section 22.61.10 of this Contract Offer.

(N)

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

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.4 Term and Conditions (Cont'd)

(D) New Subject Services

(1) All of the Customer's new Subject Services that are purchased from the Telephone Company and are eligible for inclusion in this Contract Offer must be provided under this Contract Offer.

(2) The Customer may not include new Subject Services that are provided under this Contract Offer in any other promotional tariff, contract offer, or other discount plan concurrently with this Contract Offer.

(3) The Customer must subscribe to all new Subject Services according to the otherwise applicable one (1) year term payment plan.

(4) The Customer must pay all Special Construction charges associated with the provisioning of new Subject Services.

(5) New Subject Services must remain in service under this Contract Offer for at least one (1) year.

(6) New Subject Services installed in the final year of the Term Period of this Contract Offer must remain in service for at least one (1) year. Such Subject Services will continue to be subject to the Rates and Charges outlined in this Contract Offer for the remainder of the one (1) year minimum period. If any such Subject Services do not remain in service for at least one (1) year, they will be subject to Termination Liability as described in Section 22.61.10 of this Contract Offer. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.4 Term and Conditions (Cont'd)

(E) Additional MSA Relief

(1) Upon FCC approval of additional MSAs for pricing flexibility relief for end-user channel terminations, those MSAs will be added to the Broadband Plan in TSA_3.

(2) Subject Services that were installed in such additional MSAs prior to the commencement of the Term Period will be included in this Contract Offer as Level I services; subject to existing terms for Migration to Level II as provided in Section 22.61.5.

(3) Subject Services installed, in such additional MSAs, during the Term Period will be included in this Contract Offer as Level II services.

(4) As Subject Services in such additional MSAs are provided under this Contract Offer, the then-current Portability Volume Commitment will be increased to reflect the added Subject Services, based on the in service volumes for qualified Subject Services that are reflected in the recurring billing records from the Telephone Company during the month prior to the MSA being granted pricing flexibility relief.

(F) Access Service Ratio

The Customer and its affiliates must maintain an Access Service Ratio of 95 percent or greater. The ratio will be based cumulative billing for DS1 and DS3 services in the MSAs described in Section 22.61.3 (A) of this Contract Offer for the prior six-month period. The Access Service Ratio will be calculated upon the completion of each six-month period beginning upon the commencement of the Term Period as follows:

$$\frac{\text{Access Billing} - \text{Wholesale Billing}}{\text{Access Billing}}$$

Where:

(1) Access Billing consists of the Customer's and its affiliates' interstate recurring billing for DS1 and DS3 rate elements, as defined in Ameritech Tariff F.C.C. No. 2, Sections 7.5.9, 7.5.12, 21.5.2.7 and 21.5.2.10; and

(2) Wholesale Billing consists of the Customer's and its affiliates' recurring billing for DS1 and DS3 bandwidth equivalent rate elements, as provided in Table A, not included in the interstate tariff(s).

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.4 Term and Conditions (Cont'd)

(F) Access Service Ratio (Cont'd)

Table A:

Service Level	Associated Rate Elements Not Included in Interstate Tariff
DS1/LT1	4-wire Digital Loop DS1 Entrance Facilities DS1 Interoffice Transport DS1 Cross Connects DS1 Multiplexing All DS1 Non-tariffed Committed Information Rate Broadband Services Unbundled Dedicated Transport
DS3/LT3	DS3 Loop DS3 Entrance Facilities DS3 Interoffice Transport DS3 Cross Connects DS1/DS3 Multiplexing All DS3 Non-tariffed Committed Information Rate Broadband Services Unbundled Dedicated Transport

(3) If new wholesale rate elements are introduced which are comparable to those set forth in Table A, all recurring billing associated with those new rate elements will also be included in the Customer's Wholesale Billing, as defined in this Section 22.61.4 (F), for purposes of calculating the Customer's Access Service Ratio.

(4) If the Customer does not meet the Access Service Ratio, then the Customer must pay the Telephone Company an amount sufficient to result in the Customer's resulting total Access Billing being equivalent to the amount that would have been billed, had the Customer maintained an Access Service Ratio of 95 percent. If the Customer fails to pay that amount, the Customer shall be deemed to have terminated this Contract Offer.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.4 Term and Conditions (Cont'd)

(G) Portability Volume Commitment (PVC)

Portability is provided under this Contract Offer through the Portability Volume Commitment (PVC). For purposes of determining the Customer's PVC, the Telephone Company shall aggregate volumes for the various Subject Services included in this Contract Offer by converting counts of Telephone Company assigned unique Circuit ID's, by Circuit Type, into PVC Units, as shown below in Table B.

Table B:

Qty	Circuit Type		PVC Units
1	DS3	=	1
1	OC-3	=	2.5
1	OC-12	=	5

(1) PVC Level

(a) The initial PVC Level shall be established at the commencement of the Term Period and is based on the in service volumes for Level I Subject Services that are reflected in the recurring billing records of the Telephone Company during the month prior to the commencement of the Term Period.
(b) The PVC Level will be reset after each PVC Attainment Review, as described below in Section 22.61.4 (G) (2) (c).
(c) The PVC Level can not be reduced, except as provided by the PVC Reduction Option described in Section 22.61.4 (G) (5) of this Contract Offer.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.4 Term and Conditions (Cont'd)

(G) Portability Volume Commitment (PVC) (Cont'd)

(2) PVC Attainment Review

Upon the completion of each six-month period, beginning upon the commencement of the Term Period, the Telephone Company will perform a review (the PVC Attainment Review), to compare the Customer's then-current PVC Measurement to the PVC Floor.

(a) The Telephone Company shall calculate the Customer's PVC Level and PVC Floor as follows:

(i) The PVC Measurement shall be the sum of all Level I and Level II PVC Units that are reflected in the recurring billing records of the Telephone Company for the last month of the period under review.
(ii) The PVC Floor shall be equal to the Customer's then-current PVC Level, multiplied by the PVC Attainment Factor, as provided in Table C:

Table C:

Current PVC Level	PVC Attainment Factor
1,200 – 1,800	95%
1,801 – 2,100	92%
2,101 +	90%

(b) The Customer's PVC Measurement, at the time of each six-month review, must equal or exceed the current PVC Floor.

(i) If the PVC Measurement is greater than or equal to the PVC Floor, the Customer shall be deemed to have met the PVC requirement for the six-month period under review.
(ii) If PVC Measurement is lower than the PVC Floor, then the Customer must pay the PVC Attainment Shortfall as described in Section 22.61.4 (G) (3).

(c) Upon completion of the PVC Attainment Review, the PVC Level shall be reset to the PVC Measurement calculated for the period under review, or the existing PVC Level, whichever is greater.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.4 Term and Conditions (Cont'd)

(3) PVC Attainment Shortfall Payment

The PVC Attainment Shortfall Payment shall be calculated as follows:

(a) The PVC Unit Shortfall shall be calculated according to the following equation: (PVC Level x 95%) - PVC Measurement = PVC Unit Shortfall.

(b) The PVC Attainment Shortfall Payment shall be calculated by multiplying the PVC Unit Shortfall by $9,600.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.4 Term and Conditions (Cont'd)

(G) Portability Volume Commitment (PVC) (Cont'd)

(4) PVC Attainment Review Example

At month 6:
PVC Level = 1,500. PVC Measurement = 1,800. PVC Measurement exceeds PVC Floor of 1,425, thus commitment is met and new PVC Level is reset to 1,800.

At month 12:
PVC Level = 1,800. PVC Measurement = 1,750. PVC Measurement exceeds PVC Floor of 1,710, thus commitment is met and PVC Level remains 1,800.

At month 18:
PVC Level = 1,800. PVC Measurement 18 = 1,700. PVC Measurement is below PVC Floor of 1,710, thus commitment is not met. Customer must pay PVC Attainment Shortfall and PVC Level remains = 1,800.

Month 18 PVC Attainment Shortfall calculation:
Step 1 – (PVC Level x 95%) - PVC Measurement = PVC Unit Shortfall
[(1,800 x 95%) – 1,700] = 10
Step 2 - PVC Unit Shortfall x $9,600 = PVC Attainment Shortfall Payment
10 x $9,600 = $96,000

Table D: PVC Attainment Review Example

Completed Contract Month	PVC Level	PVC Floor	PVC Measure-ment	PVC Attainment Review	PVC Unit Shortfall	PVC Attainment Shortfall
6	1,500	1,425	1,800	met	0	n/a
12	1,800	1,710	1,750	met	0	n/a
18	1,800	1,710	1,700		10	$96,000

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.4 Term and Conditions (Cont'd)

(G) Portability Volume Commitment (PVC) (Cont'd)

(5) PVC Reduction Option

Annually, upon each anniversary of the commencement of the Term Period, the Customer shall be permitted to reduce its PVC Level, as outlined herein:

(a) The PVC Reduction Option is available only if the Customer has met the PVC requirements of this Contract Offer during the previous six-month period, as provided in Section 22.61.4 (G) (2) (b) of this Contract Offer, either by meeting the PVC Attainment Review criteria or by making the PVC Attainment Shortfall Payment.
(b) The PVC Reduction Option lowers Customer's PVC Level; however, the Customer's PVC Level remains subject to increase through the PVC Attainment Review process as provided in Section 22.61.4 (G) (2) of this Contract Offer.
(c) The Customer must notify the Telephone Company, in writing, within sixty (60) days following the anniversary of the commencement of the Term Period, of its decision to reduce the PVC Level, to be effective during the year of the Term Period in which notice is provided. The Customer shall include in its notice a PVC Reduction Amount, which shall be the amount of the reduction the customer has chosen, expressed in PVC Units.
(d) A PVC Reduction Charge shall be calculated by multiplying the PVC Reduction Amount by $1,600, then multiplying that amount by the PVC Term Factor, as provided in Table E:

Table E:

	PVC Term Factor
Completion of Year 1	24
Completion of Year 2	18
Completion of Year 3	12
Completion of Year 4	6

Example: PVC Reduction
Customer requests a PVC Reduction of 10 PVC Units upon the completion of Year 2. PVC Reduction Charge is calculated as follows:

Requested PVC Reduction x $1,600 x PVC Term Factor = PVC Reduction Charge
10 x $1,600 x 18 = $288,000

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.5 Migration of Subject Services from Level I to Level II

Eligible Level I circuits may migrate to Level II of this Contract Offer. Migration from Level I to Level II may occur either automatically under defined circumstances (Type I Migration) or at the option of the Customer (Type II Migration), as further provided below. Upon migration, migrated circuits shall be subject to TSA_3 Rates and Charges, as provided in Section 22.61.7 of this Contract Offer.

(A) Migration Eligibility

Level I circuits must meet the following qualifications to deemed eligible to migrate to Level II.

(1) Level I circuits eligible for migration cannot be included in a promotional tariff or contract offering of any kind.

(2) Level I circuits shall continue to be subject to the rates, terms and conditions of the otherwise applicable tariffs, including any otherwise applicable term payment plans. Upon expiration of existing term payment plans for Level I circuits the Customer must select one of the following options for the circuits to remain eligible for Level II status:

(a) Circuits may be provided according to Monthly Extension Rates; or
(b) Circuits may be renewed for terms equal to the existing terms; or
(c) Circuits may be renewed for terms shorter than the existing terms.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.5 Migration of Subject Services from Level I to Level II (Cont'd)

(B) Rank Ordered Migration List

(1) Upon completion of each PVC Attainment Review, the Telephone Company will provide the Customer a Rank Ordered Migration List of eligible Level I circuits. Type I and Type II Migration to Level II will be based on this list. To be included on the Rank Ordered Migration List, circuits must remain eligible for migration, as provided Section 22.61.5 (A) of this Contract Offer.

(2) Level I circuits eligible for migration will be included in the Rank Ordered Migration List. The first criterion for the rank ordering shall be the service term applicable to each circuit (Expired Plans, 1 yr, 2 yr, 4 yr and 5 yr respectively). The second criterion for the rank ordering shall be oldest Service Establishment Date. Both the service term and Service Establishment Date shall be determined according to the end-user termination rate element in the Telephone Company's billing records.

(C) Type I Migration

Type I Migration shall occur automatically if, upon any PVC Attainment Review, the PVC Measurement exceeds the PVC Level. For each PVC Unit by which the PVC Measurement exceeds the PVC Level, one PVC Unit shall be migrated from Level I to Level II. The order of migration shall be determined according to the Rank Ordered Migration List. TSA_3 pricing shall apply to all circuits subject to Type I Migration, effective on the first day of the subsequent PVC Attainment Review Period.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.5 Migration of Subject Services from Level I to Level II (Cont'd)

(D) Type II Migration

Type II Migration shall be permitted at the Customer's option, as provided in this Section 22.61.5 (D)

(1) The Customer must submit a written request to the Telephone Company meeting the following requirements:

(a) The Customer's request must be received by the Telephone Company within sixty (60) days after the completion of the last day of the six-month PVC Attainment Review Period; and
(b) The request must include the specific number of PVC Units to be migrated.

(2) The order of migration shall be determined according to the Rank Ordered Migration List.

(3) TSA_3 pricing will apply to all circuits subject to Type II Migration, effective on the date the Telephone Company receives the Customer's written request.

(4) A one-time migration charge will apply, as provided in Table F:

Table F: One-Time Migration Charge per PVC Unit

	Migration Charge *(per PVC Attainment Review Period)*							
Cumulative Net Adds	12	18	24	30	36	42	48	54
0 - 75	$10,595							
76 - 125	$8,965							
126 - 200	$7,335							
201 - 300	$5,705							
301 - 425	$4,075							
426 - 575	$2,445							
576 - 725	$815							
726 +	$0							
Less than 400			*Not Eligible for Type II*					
Greater than 400			$2,445		$1,630		$815	

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.6 Termination Liability Credits for Renewed Level I Circuits

If the customer renews a Level I circuit as provided in Section 22.61.5 (A) (2) and that circuit is subsequently disconnected before the completion of its renewal term, the Telephone Company will credit the Customer 50% of the otherwise applicable Termination Liability charges billed to the Customer if the following requirements are met:

(A) The original term plan for the disconnected circuit must expire after the commencement of the Term Period of this Contract Offer; and
(B) The Customer must renew the Level I circuit as provided in Section 22.61.5 (A); and
(C) The renewed Level I circuit must be disconnected before the completion of the first year of the Term Period of this Contract Offer; and
(D) The Customer must pay all billed Termination Liability charges by their applicable due date.

Upon validation of compliance with the eligibility criteria, the Telephone Company will process a billing credit each quarter to the Customer.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.7 Rates and Charges

(A) Target Service Areas (TSA)

Eligible MSAs have been grouped into TSA_1, TSA_2 or TSA_3 for purpose of applying the Rates and Charges as described in this section of the Contract Offer.

TSA_1	**TSA_2**
Chicago, IL Detroit/Ann Arbor, MI	Cleveland/Lorain/Elyria, OH Columbus, OH Indianapolis, IN
TSA_3	**TSA_3 (Cont'd)**
Anderson, IN Appleton/Oshkosh/Neenah, IN Battle Creek, MI Bloomington, IL Champaign/Urbana, IL Decatur, IL Eau Claire, WI Evansville/Henderson, IN Flint, MI Grand Rapids, MI Green Bay, WI Janesville, WI Kalamazoo, MI Kenosha, WI Kokomo, IN	Lansing, MI Madison, WI Milwaukee/Waukesha, WI Muncie, IN Racine, WI Rockford, IL Sheboygan, WI South Bend-Mishawaka, IN Springfield, IL Toledo, OH

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.7 Rates and Charges (Cont'd)

(B) Monthly Recurring Charge (MRC)

The Customer must pay the applicable MRC for each rate element listed below. Any rate elements not described below will continue to be billed at the applicable tariff rates as described in Ameritech Tariff F.C.C. No. 2.

Rate Element	Applicable USOC	TSA_1	TSA_2	TSA_3
DS3 Service				
Local Distribution Channel	TZUP1	$921.60	$940.80	$960.00
Local Distribution Channel	TZUP2	$931.20	$950.60	$970.00
Local Distribution Channel	TZUP3	$979.20	$999.60	$1,020.00
Local Distribution Channel	TZUP4	$998.40	$1,019.20	$1,040.00
Local Distribution Channel	TZUP5	$1,008.00	$1,029.00	$1,050.00
Channel Mileage Termination	CZ4X1	$220.80	$230.40	$240.00
Channel Mileage Termination	CZ4X2	$225.40	$235.20	$245.00
Channel Mileage Termination	CZ4X3	$248.40	$259.20	$270.00
Channel Mileage Termination	CZ4X4	$296.25	$309.15	$322.00
Channel Mileage Termination	CZ4X5	$299.00	$312.00	$325.00
Channel Mileage – per mile	1YZX1	$30.90	$32.25	$33.60
Channel Mileage – per mile	1YZX2	$32.10	$33.50	$34.90
Channel Mileage – per mile	1YZX3	$35.35	$36.90	$38.40
Channel Mileage – per mile	1YZX4	$44.20	$46.10	$48.00
Channel Mileage – per mile	1YZX5	$45.10	$47.05	$49.00
OCN (OC-3/OC-3c)				
Local Distribution Channel	TMECS	$1,046.25	$1,085.65	$1,125.00
Channel Mileage Termination	CM6	$322.50	$348.75	$375.00
Channel Mileage – per mile	1L5XX	$172.00	$186.00	$200.00
OCN (OC-12/OC-12c)				
Local Distribution Channel	TMECS	$2,716.00	$2,758.00	$2,800.00
Channel Mileage Termination	CM6	$526.40	$543.20	$560.00
Channel Mileage – per mile	1L5XX	$376.00	$388.00	$400.00
SONET Xpress Service				
Premise Termination (DS3)	NYA3X	$1,140.80	$1,190.40	$1,240.00
CO Connection (DS3)	NYO3X	$46.20	$50.60	$55.00

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.7 Rates and Charges (Cont'd)

(C) Nonrecurring Charges (NRC)

The Customer must pay the applicable NRC for installation and rearrangement as listed below. Any NRC not listed below will continue to be billed at the applicable tariff rates as described in Ameritech Tariff F.C.C. No. 2.

Description	Zone	Applicable USOC	NRC
DS3 Service			
Customer Connection Charge, per termination	1	NRMG1	$0.00
Customer Connection Charge, per termination	2	NRMG2	$0.00
Customer Connection Charge, per termination	3	NRMG3	$0.00
Customer Connection Charge, per termination	4	NRMG4	$420.00
Customer Connection Charge, per termination	5	NRMG5	$505.00
Design and Central Office Connection Charge, per circuit	All	NRMF*	$0.00

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.8 Assignment/Transfer/Successors

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

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly, more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.61.9 Mergers/Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all 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 of acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services as provided for in this Contract Offer will continue to be maintained at the same volume, rates, terms, and conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.61 Contract Offer No. 61 – Broadband Plan - Service Offer (Cont'd)

22.61.10 Termination Liability

If Customer terminates this Contract Offer the termination liability language contained below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2. Customer must pay to the Telephone Company termination liability charges as described below if Customer terminates this Contract Offer before the completion of the term period for any reason, or if Customer is not in compliance with Terms and Conditions in Section 22.61.4. These charges shall become due as of the effective date of the termination and are payable within 30 days of the billing invoice date.

Customer's termination liability charges for termination of this Contract Offer shall be equal to a complete reduction of the Portability Volume Commitment as outlined in 22.61.4 (G) (5). The PVC Term Factor shall be based on the longest fully completed year under this Contract Offer at termination.

Upon termination of this Contract Offer, all Subject Services provided under this Contract Offer will subsequently be provided under the prevailing applicable monthly extension rates found in Ameritech Tariff F.C.C. No. 2.

If the Customer disconnects a Subject Service provided under this Contract Offer prior to the completion of the one (1) year minimum in service requirement, then the following termination liability charges will apply:

75% of all recurring charges for the balance of the one (1) year term period plus the current applicable NRC charge for a service installed under a one (1) year term payment plan less the NRC charge paid at installation of Subject Service.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in order to achieve one (1) year in service) multiplied by (Termination liability percentage of 75%) plus current applicable NRC minus NRC charges already paid.

Example: Customer has $20,000 in Monthly Recurring Charges for a Subject Service provided under this Contract Offer. The customer paid an NRC of $550 at installation and the current applicable NRC equals $750. If Customer terminates service after six (6) months and has six (6) months remaining in order to meet the one (1) year minimum time in service, the termination liability would be calculated as:

($20,000 X 6 months X 75%) + ($750 - $550) = $90,250

(N)

22. Pricing Flexibility Contract Offerings (N)

22.62 Contract Offer No. 62 – OC-48 Ring Renewal Offer

22.62.1 General Description

Contract Offer No. 62 – OC-48 Ring Renewal Offer is an access discount pricing plan that provides the Customer with discounted rates for renewal of one (1) existing OC-48 Dedicated Ring. Qualified services under Contract Offer No. 62 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA), as described in Section 22.62.3. Contract Offer No. 62 is available for subscription June 1, 2005 through July 1, 2005. This Contract Offer is not renewable.

22.62.2 Subject Services Available under Contract Offer No. 62

This Contract Offer applies to access services that qualify for pricing flexibility (hereafter referred to as Subject Services), as provided in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Section 21.5.2.9.

All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by their respective tariff sections except as noted herein.

22.62.3 Eligibility Criteria

The following eligibility criteria must be met in order that Subject Services be provided under this Contract Offer:

(A) Subject Service must be located in the following Pricing Flexibility MSA: Chicago, IL.

(B) The Customer's existing Subject Service must be configured as described below:

(1) Three (3) Customer Premise Nodes; and
(2) Three (3) Central Office Nodes; and
(3) Eighty-Seven (87) miles between Nodes; and
(4) Five (5) Dedicated Ring Regenerators; and
(5) Nine (9) OC-48 Add/Drop Arrangements; and
(6) Forty-one (41) DS3 Access Ports; and
(7) Eighteen (18) OC-3 Access Ports.

(C) The existing Subject Service must have completed a five (5) year term agreement with the Telephone Company.

(N)

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

22.62 Contract Offer No. 62 – OC-48 Ring Renewal Offer (Cont'd)

22.62.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is for three (3) years commencing on the date the Telephone Company receives the completed the Letter of Subscription from the Customer.

If the Customer elects to continue services at the expiration of the Term Period, the Customer may choose from the applicable payment options in Ameritech Tariff F.C.C. No. 2.

If, at the expiration of the Term Period, the Customer does not elect an option as described above, the Subject Service provided under this Contract Offer will be subsequently provided under the prevailing applicable monthly extension rates found in Ameritech Tariff F.C.C No. 2.

Rate stability under the Term Period applies only to the rates specific to Contract Offer No. 62 as listed in Section 22.62.7.

(B) Contract Subscription

(1) Contract Offer No. 62 is only available June 1, 2005 through July 1, 2005.

(2) To subscribe to this Contract Offer the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(3) To subscribe to this Contract Offer the Customer must meet all eligibility criteria as outlined in 22.62.3. (N)

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

22.62 Contract Offer No. 62 – OC-48 Ring Renewal Offer (Cont'd)

22.62.4 Terms and Conditions

(C) General

(1) The Customer must subscribe to the services available under this Contract Offer in accordance to the regulations set forth in Ameritech Tariff F.C.C. No. 2, Section 5-Ordering Options for Switched and Special Access Service.

(2) The Subject Services provided under this Contract Offer shall also be subject to certain rates, charges and general terms and conditions as set forth in Ameritech Tariff F.C.C. No. 2, Sections: 2-General Regulations, 5-Ordering Options for Switched and Special Access Service, and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period, however such tariff modifications will not change the terms and conditions described in this Contract Offer.

(3) If the Customer should discontinue service under this Contract Offer during the Term Period, termination liability charges will apply in accordance with Section 22.62.8.

(4) The Customer will not be able to include Subject Services provided under this Contract offer in any other promotional tariff, contract offer, or other discount plan concurrently with this Contract Offer. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.62 Contract Offer No. 62 – OC-48 Ring Renewal Offer (Cont'd)

22.62.5 Assignment and Transfer

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

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly, more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, (e.g. Standard and Poor's) but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.62.6 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all 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 of acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services as provided for in this Contract Offer will continue to be maintained at the same volume, rates, terms, and conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.62 Contract Offer No. 62 – OC-48 Ring Renewal Offer (Cont'd)

22.62.7 Rates and Charges

Customer must pay the following Monthly Recurring Charge (MRC) for each Rate Element that comprises the Subject Service provided under this Contract Offer.

Rate Elements	Applicable USOC	MRC
Customer Premise Node	FP5EX	$ 4,715.00
Central Office Node	FC5EX	$ 4,190.00
Mileage – per mile between nodes	1L5XX	$ 157.50
Dedicated Ring Regenerators	MPEFX	$ 2,096.00
Add/Drop Capability	MPEFX	$ 772.00
DS3 Port	SPRKX	$ 100.00
OC-3 Port	SPRJX	$ 122.00

Any rate elements not described herein or any rate elements added to Subject Service after the effective date of the Term Period will continue to be billed at tariff rates as described in Ameritech Tariff F.C.C. No. 2, Section 21.5.2.9.

22.62.8 Termination Liability

If Customer terminates this Contract Offer, or individual Subject Services provided under this Contract Offer, the termination liability language contained below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2. Customer must pay to the Telephone Company termination liability charges as described below if Customer terminates this Contract Offer before the completion of the term period for any reason, or if Customer is not in compliance with Terms and Conditions in Section 22.62.4. These charges shall become due as of the effective date of the termination and are payable within 30 days of the billing invoice date.

Customer's termination liability charges for termination of service shall be equal to:

50% of all recurring charges for the balance of the Customer's three (3) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 50%)

Example: Customer has $200,000 in Monthly Recurring Charges. If Customer terminates service after twelve (12) months and has twenty-four (24) months remaining in a thirty-six (36) month Term Period, then the termination liability would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Liability (N)

(N)

22. Pricing Flexibility Contract Offerings

22.63 Contract Offer No. 63 – OCN, GigaMAN, DS3 and DS1 Service Offer

22.63.1 General Description

Optical Carrier Network (OCN), GigaMAN, DS3 and DS1 Service Offer (Contract Offer No. 63) is an access services discount pricing plan that permits customers who meet the eligibility criteria described in Section 22.63.2 and the Terms and Conditions in Section 22.63.3 to purchase the OCN and GigaMAN services at the rates listed in Section 22.63.5 and DS3/DS1 services at the rates listed in Section 22.63.5 with minimum purchase and in-service requirements.

Contract Offer No. 63 is only available for subscription June 1, 2005 through July 1, 2005.

22.63.2 Eligibility Criteria

The following eligibility criteria must be met in order to receive Contract Offer No. 63 discounts:

(A) Services purchased under Contract Offer No. 63 must be located in the Chicago, IL Metropolitan Statistical Area (MSA).

(B) Contract Offer 63 applies to the following pricing-flexibility-qualified access services (Subject Services):

(1) OCN Point-to-Point Service - Ameritech Tariff F.C.C. No. 2, Section 21.

(2) GigaMAN Service - Ameritech Tariff F.C.C. No. 2, Section 7 for Phase 1 MSAs and Section 21 for Phase 2 MSAs..

(3) DS3/DS1 Service - Ameritech Tariff F.C.C. No. 2, Section 7 for Phase 1 MSAs and Section 21 for Phase 2 MSAs.

22.63.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date the Telephone Company receives a completed Letter of Subscription (LOS) from the Customer.

The service term period (Service Term) for each new DS1, DS3, OCN Point-to-Point, and GigaMAN service purchased is five (5) years commencing on the date the access service order is completed. Billing commences no later than five (5) days after the Telephone Company's completion of the access service order.

At the expiration of the Service Term for each service, the Customer may select payment options in Section 7-Special Access Services or Section 21-Metropolitan Statistical Area Access Services depending on the service type. Contract Offer No. 63 is not renewable.

(N)

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

22.63 Contract Offer No. 63 – OCN, GigaMAN, DS3 and DS1 Service Offer (Cont'd)

22.63.3 Terms and Conditions (Cont'd)

(B) Other Terms and Conditions

(1) Contract Offer No. 63 is available for subscription only from June 1, 2005 through July 1, 2005.

(2) Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(3) If the Customer discontinues service under Contract Offer No. 63 during the Term Period, termination liability charges will apply in accordance with Section 22.63.8;

(4) If after the Telephone Company has submitted the Letter of Subscription and prior to the commencement of the Term Period, the Customer cancels the Letter of Subscription, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(5) If the Customer requests additional service features and functions not included in Section 22.63.5, the Customer must pay the tariff rates for those additions as contained in Section 7-Special Access Service or Section 21-Metropolitan Statistical Area Access Services depending on the service type, unless such service is made subject to another tariff, including any applicable pricing flexibility tariff, in which case such other tariff shall apply.

(6) Customer must meet minimum purchase requirements at the rates, terms and configurations specified Section 22.63.5. Minimum purchase requirements must be achieved through new installations, as follows:

(a) Within six (6) months of subscription to this Contract Offer, Customer must purchase one (1) OC-48 Point-to-Point (PTP), three (3) OC-12 PTP, two (2) DS3 to OC3 PTP upgrades, one (1) GigaMAN, sixteen (16) DS3 and seventy (70) DS1 services.
(b) Within 12 months of subscription to this Contract Offer, Customer must purchase an additional 20 DS3 and 100 DS1 services

(7) Customer must meet and maintain minimum in-service level requirements, as described in Section 22.63.4(A), to include the existing services, as described in Section 22.63.3(B)(8), and the minimum purchase requirements as described in Section 22.63.3(B)(6). If the Customer fails to meet the minimum in-service levels described in Section 22.63.4(A) at any time during the Term Period, Shortfall charges will apply pursuant to Section 22.63.4 (C).

(N)

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

22.63 Contract Offer No. 63 – OCN, GigaMAN, DS3 and DS1 Service Offer (Cont'd)

22.63.3 Terms and Conditions (Cont'd)

(B) Other Terms and Conditions (Cont'd)

(8) Upon subscription to this Contract Offer, the Customer may convert existing DS1 and DS3 services, not to exceed thirty (30) DS1s and four (4) DS3s, to be included in the in-service level requirements , as described in Section 22.63.4(A). Existing DS1 and DS3 services converted must have been purchased after January 1, 2005. All applicable rates, terms and conditions pursuant to this Contract Offer will apply to these converted DS1 and DS3 services.

(9) During the Term Period, the Customer will have the option to purchase, in addition to the DS1 and DS3 service outlined in 22.63.3(B)(6), an additional 80 DS3 and 550 DS1 services at the rates, terms and configurations specified in Section 22.63.5, provided they are within the in-service requirements as outlined in Section 22.63.4(A).

(10) All services covered under this Contract Offer must be ordered with a Service Term of five (5) years, pursuant to Section 7-Special Access Service or Section 21-Metropolitan Statistical Area Access Services depending on the service type. Services will be subject to the terms and conditions of the underlying service term plans, including without limitation and termination liability provisions therein.

(11) If Shortfall charges are not paid within the timeframes specified in Section 22.63.4, termination liability charges will apply pursuant to Section 22.63.8.

(12) All DS1 and DS3 services ordered at a time when the Customer is above the service requirements specified in Section 22.63.4(A) will be charged prevailing tariff rates available in Section 7.5.9 or 21.5.2.7 depending on the MSA relief level in effect at the time the service is ordered, unless such service is made subject to another tariff, including any applicable pricing flexibility tariff, in which case such other tariff shall apply.

(13) The Customer may move or disconnect DS3 or DS1 services throughout the term period within the MSA listed in Section 22.63.2 of this Contract Offer pursuant to Section 22.63.4.

(14) The Customer may purchase up to 4 additional GigaMAN circuits under this Contract Offer pursuant to the rates listed in Section 22.63.5.

(N)

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

22.63 Contract Offer No. 63 – OCN, GigaMAN, DS3 and DS1 Service Offer (Cont'd)

22.63.3 Terms and Conditions (Cont'd)

(B) Other Terms and Conditions (Cont'd)

(15) Customer must pay their bill in full throughout the Term Period (not including outstanding disputes). Failure to do so will place this Contract Offer into default and termination charges described in Section 22.63.8 will apply.

(16) Subject Services provided under this Contract Offer shall be afforded credit allowances for service interruptions subject to the terms and conditions outlined in F.C.C. No. 2, Section 2.4.4.

22.63.4 Service Requirements

(A) In-Service Levels:

The Customer must meet and maintain the following minimum in-service levels throughout the Term Period as a result of the new DS1 and DS3 services purchased under this Contract Offer (combined with the existing services converted to this Contract Offer, as referenced in Section 22.63.3.8). With the exception of the existing services referenced in Section 22.63.3.8, no services purchased and in service prior to the date of subscription of this Contract Offer will count toward satisfying the in-service level requirements below:

(1) 100 DS1s and 20 DS3s within 6 months of contract subscription
(2) 200 DS1s and 40 DS3s within 12 months of contract subscription

In-service levels cannot exceed 750 DS1s and 120 DS3s during the Term Period of this Contract Offer. A Local Distribution Channel must be ordered to be considered toward the in-service level requirements specified in this section.

(B) Portability

The Customer may move or disconnect DS1s or DS3s purchased under this Contract Offer without incurring termination liability charges provided the Customer has achieved and maintains the minimum in-service levels outlined above in Section 22.63.4(A) during contract years 2 through 5, per a quarterly review process.

Total in-service levels of DS1 and DS3 circuits ordered under this Contract Offer will be reviewed on a quarterly basis.

This quarterly review will be for the purpose of determining eligibility for credits of termination liability associated with moves and disconnections. Verification will be done 30 days after the close of each quarter. Total in-service levels will be based on services purchased under this Contract Offer.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.63 Contract Offer No. 63 – OCN, GigaMAN, DS3 and DS1 Service Offer (Cont'd)

22.63.4 Service Requirements (Cont'd)

Portability Credits

(1) If the current quarter's in-service levels are equal to or exceed the minimum in-service levels required in Section 22.63.4(A), the Telephone Company will credit termination liability charges.

(2) If the current quarter's in service levels are below the minimum in-service levels required in Section 22.63.4(A), the Telephone Company will not credit termination liability charges for any moves or disconnects ordered during that quarter.

(C) Shortfall Payments

Customer must meet in-service level requirements for DS1 and DS3 services purchased under this Contract Offer pursuant to Section 22.63.4(A). Total in-service levels of DS1 and DS3 circuits ordered under this Contract Offer will be reviewed annually (at the end of each contract year) for the purpose of determining shortfall payment requirements. If at the end of a contract year, the in-service levels are less than the in-service level requirements required in Section 22.63.4(A), the Customer will be assessed a shortfall charge. The shortfall charge is calculated as follows:

$165 per DS1 short of in-service level requirement x 12 months $800 per DS3 short of in-service level requirement x 12 months

Example:

If in-service DS1 volumes at end of year 1 = 90 and in service DS3 volumes = 30, then shortfall charge =

DS1 shortfall = (100 – 90) x ($165) x (12 months) = $19,800
DS3 shortfall = (40-30) x ($800) x (12 months) = $96,000

Total shortfall charge Year 1 = $19,800 + $96,000 = $115,800

(N)

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

22.63 Contract Offer No. 63 – OCN, GigaMAN, DS3 and DS1 Service Offer (Cont'd)

22.63.5 Rates and Charges

(A) The Monthly Recurring Charge (MRC) for the OC-48, OC12 and OC3 services will be $27,218. The elements and quantities included in this MRC are the following:

Product Element	USOC	Quantity
OC-48 Local Distribution Channel	TMECS	1
OC-48 Multiplexor	MXRFX	1
OC-12 Port	MXJEX	3
OC-12 Channel Mileage Termination	CM6	2
OC-12 Channel Mileage	1L5XX	24
OC-12 Cross-connect	OCCDX	2
OC-12 Channel Mileage Termination	CM6	2
OC-12 Channel Mileage	1L5XX	28
OC-12 Cross-connect	OCCDX	2
OC-12 Channel Mileage Termination	CM6	2
OC-12 Channel Mileage	1L5XX	12
OC-12 Cross-connect	OCCDX	2
OC-3 Channel Mileage Termination	CM6	2
OC-3 Channel Mileage	1L5XX	33
OC-3 Cross-connect	OCCCX	2
OC-3 Multiplexor	MPECX	1
DS3 Port	MXJBX	3
OC-3 Channel Mileage Termination	CM6	2
OC-3 Channel Mileage	1L5XX	19
OC-3 Cross-connect	OCCCX	2
OC-3 Multiplexor	MPECX	1
DS3 Port	MXJBX	3

(B) The Customer will receive a 30% discount on up to five (5) GigaMAN circuits purchased pursuant to this Contract Offer.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.63 Contract Offer No. 63 – OCN, GigaMAN, DS3 and DS1 Service Offer (Cont'd)

22.63.5 Rates and Charges (Cont'd)

(C) The following MRCs will apply for all DS3s purchased pursuant to this Contract Offer:

Product Element	USOC	Quantity
Local Distribution Channel	TZUP1 TZUP2 TZUP3 TZUP4 TZUP5	$800
Channel Mileage Termination	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	$240
Channel Mileage – Per Mile	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	$33
3/1 Central Office Multiplexor	QM3X1 QM3X2 QM3X3 QM3X4 QM3X5	$400

(D) The following MRCs will apply for DS1 circuits with a configuration of one (1) Local Distribution Channel (LDC), two (2) Channel Mileage Terminations (CMT), and the Channel Mileage (CM) specified in the below table:

Configuration	Channel Mileage	MRC
1 LDC	0	$95
1 LDC, 2 CMTs, CM	1-10	$165
1 LDC, 2 CMTs, CM	11-20	$205
1 LDC, 2 CMTs, CM	21-30	$255

(E) The following MRCs will apply for DS1 circuits with a configuration of one (2) LDCs, two (2) CMTs, and the Channel Mileage (CM) specified in the below table:

Configuration	Channel Mileage	MRC
2 LDCs	0	$190
2 LDC, 2 CMTs, CM	1-10	$260
2 LDC, 2 CMTs, CM	11-20	$300
2 LDC, 2 CMTs, CM	21-30	$350

A Local Distribution Channel must be ordered in order to count toward the DS1 and DS3 in-service requirements specified in Section 22.63.3 and 22.63.4.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.63 Contract Offer No. 63 – OCN, GigaMAN, DS3 and DS1 Service Offer (Cont'd)

22.63.6 Assignment and Transfer

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

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

22.63.7 New Special Access Service Offerings

If the Telephone Company makes available one or more new special access service offerings, or other offerings capable of substituting for the Subject Services provided under this Contract Offer, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Services provided under this Contract offer, without incurring termination liability under this Contract Offer, provided, however, that the Customer's Contract Offer or other contract or tariff governing the new service offerings must include a term period and revenue commitment that are the same as, or greater than, this Contract Offer.

(N)

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

22.63 Contract Offer No. 63 – OCN, GigaMAN, DS3 and DS1 Service Offer (Cont'd)

22.63.8 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in Ameritech Operating Companies, F.C.C. No. 2, Section 7. If the Customer terminates this Contract Offer before the completion of the term period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination Liability charges will also apply if the customer is not in compliance with the Eligibility Criteria in Section 22.63.2 or the Terms and Conditions in Section 22.63.3. In the event of an annual shortfall as defined in Section 22.63.4(C), termination and liability charges as defined in this section shall not apply provided the Customer pays the shortfall payments pursuant to Section 22.63.4(C) within 30 days of the contract year end date.

These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below.

The Customer's termination liability charges shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's Service Term Period for all services under contract.

(N)

22. Pricing Flexibility Contract Offerings (N)

22.64 Contract Offer No. 64 – Special Access Service Offer

22.64.1 General Description (N)

(Nx)

Special Access Service Offer (Contract Offer No. 64) is an access discount pricing plan for which subscription is required in the following Access Tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Pacific Bell Telephone Company Tariff F.C.C. No. 1, Southwestern Bell Telephone Company Tariff F.C.C. No. 73, and The Southern New England Telephone Company Tariff F.C.C. No. 39. Contract Offer No. 64 is available to any Customer with at least $26.5 million in cumulative annual recurring revenue for Contributory Services as defined herein. The Customer must meet the Eligibility Criteria set forth in Section 22.64.2 and also must comply with all Terms and Conditions of this Contract Offer.

Contract Offer No. 64 requires the Customer to maintain a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year Term Period as defined in Section 22.64.4(A). The MARC shall include all Contributory Services purchased from the Telephone Company or its affiliates available under this Contract Offer. Contributory Services include Contributory Subject Services, as described in Section 22.64.2(C), herein, in addition to the following Contributory Non-Subject Services (that are not Contributory Subject Services): OPT-E-MAN, ATM, Frame Relay and the following InterLATA services: DS0, DS1, DS3, OC3, OC12, OC48, and OC192. Contributory Services that are Non-Subject Services shall not be eligible for discounts or other incentives provided under this Contract Offer. All Contributory Services described above must be purchased through the SBC wholesale sales channel (SBC Industry Markets). Any ATM, Frame Relay or InterLATA Contributory services shall be provided pursuant to agreements and/or contracts. Such agreements and/or contracts shall be available for review at the website established to make public any agreements for these services. Customers may reference https://www.sbcprimeaccess.com/shell.cfm?section=2501.

(Nx)

In the event the Customer does not meet its MARC as of each Anniversary Date of the Term Period, the Customer must remit the shortfall payment via the Annual True-Up process set forth in Section 22.64.4(D). Notwithstanding the obligation to pay such shortfall payment, if the Customer does not comply with all terms and conditions of this Contract Offer (exclusive of terms and conditions of non-tariffed agreements referenced herein), termination liability charges, in accordance with Section 22.64.9, shall apply. Contract Offer No. 64 will only be available June 2, 2005 through July 2, 2005. (N)

22.64.2 Eligibility Criteria

(A) The Customer must meet the following Eligibility Criteria in order to subscribe to Contract Offer No. 64, and must continue to meet the Eligibility Criteria as described below throughout the Term Period of this Contract Offer:

(1) Contract Offer No. 64 is available for services located in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Champaign-Urbana, Chicago, IL;
- Davenport/Rock Island/Moline, Decatur, Peroria/Pekin, Rockford, Springfield, St Louis, IL;
- Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Louisville, Muncie, South Bends, IN;
- Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing, Saginaw-Bay City-Midland, MI;
- Akron, Cleveland-Lorain-Elyria, Columbus, Dayton, Toledo, OH;
- Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI. (N)

(x) Issued under Authority of Special Permission No. 05-026 F.C.C.

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64. 2 Eligibility Criteria (Cont'd)

(A) (Cont'd)

If the Telephone Company receives pricing flexibility relief in additional MSAs, any eligible Subject Services that the Telephone Company provides to the Customer pursuant to this Contract Offer available in those additional MSAs may, at the Customer's option, be included in this Contract Offer, beginning with the first year after the Telephone Company receives pricing flexibility in those additional MSAs; provided that the MARC increases to reflect the recurring annual revenues associated with the additional Contributory Subject Services, as described in Section 22.64.4;

(2) The Customer's first and second year MARC shall be $26.5 million in cumulative annual recurring revenue for Contributory Services in the following SBC Companies: Ameritech Operating Companies (Ameritech), Pacific Bell Telephone Company, Southwestern Bell Telephone Company, and The Southern New England Telephone Company. Other Contributory Services may be provided by other SBC companies;

(3) Customer cannot subscribe to Contract Offer No. 64 concurrently with SBC's MVP Offering in Section 19; and

(4) The Customer must maintain an Access Service Ratio, equal to or greater than 98%. The Access Service Ratio is defined in Section 22.64.3(E) and will be measured quarterly.

(B) Concurrent Subscription

The Customer must concurrently subscribe to the identical Contract Offer of Contract Offer No. 64 pursuant to the following tariffs:
(1) Southwestern Bell Telephone Company Tariff F.C.C No. 73, Section 41, Contract Offer No. 48;
(2) Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section 33, Contract Offer No .56. and
(3) The Southern New England Telephone Company Tariff F.C.C. No. 39, Section 25, Contract Offer No. 16.

(C) Contributory Subject Services
Contract Offer No. 64 applies to pricing-flexibility-qualified access services (hereafter referred to as Contributory Subject Services) contained in the following tariff sections:

(1) VG/DS0 Services – Ameritech Tariff F.C.C. No. 2, Sections 7.5.15, 7.5.9 (A) for Phase I MSAs, and Sections 21.5.2.3, 21.5.2.7 (A) for Phase II MSAs;
(2) DS1/DS3 Service - Ameritech Tariff F.C.C. No. 2, Sections 7.5.9 (B), 7.5.9(C) for Phase I MSAs and Section 21.5.2.7 (B), 21.5.2.7 (C) for Phase II MSAs;
(3) OC3/OC3c; OC12/OC12C/OC48/OC48c/OC192 Service – Ameritech Tariff F.C.C. No. 2, Sections 7.5.10(A), 7.5.10(B), 7.5.10(C) and 7.5.10(D) for Phase I MSAs and Sections 21.5.2.8(A), 21.5.2.8(B), 21.5.2.8(C) and 21.5.2.8(D) for Phase II MSAs;

(N)
(N)
(Nx)
(Nx)
(N)
(N)
(Nx)
(Nx)
(N)
(N)

(x) Issued under Authority of Special Permission No. 05-026 of F.C.C.

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

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.2 Eligibility Criteria (Cont'd)

(C) Contributory Subject Services (Cont'd)

(4) OC3/OC12/OC48/OC192 Dedicated Ring Service – Ameritech Tariff F.C.C. No. 2, Sections 7.5.10 for Phase I MSAs, and Sections 21.5.2.9 for Phase II MSAs;
(5) SONET Xpress Service – Ameritech Tariff FCC No. 2, Section 7.5.12 for Phase IMSAs and Section 21.5.2.10 for Phase II MSAs;
(6) Gigabit Ethernet Metropolitan Area Network (GigaMAN) Service – Ameritech Tariff F.C.C. No. 2, Section 7.5.13 for Phase I MSAs and Section 21.5.2.16 for Phase II MSAs; and
(7) Multi-service Optical Network (MON) Ring Service – Ameritech Tariff F.C.C. No. 2, Section 23 for Phase I MSAs and Section 21.5.2.17 for Phase II MSAs.

All Terms and Conditions for the Contributory Subject Services listed above are governed by their respective tariff sections except as noted herein. Annual recurring revenue generated from these services will be used in the MARC calculations defined in Section 22.64.4. Only the Contributory Subject Services listed above are eligible for the discounts provided under this Contract Offer. If, during the Term Period of this Contract Offer, additional services become eligible for pricing flexibility, those additional services may, at the Customer's option, be included among the Contributory Subject Services eligible under this Contract Offer, beginning with the first year after the additional services become eligible for pricing flexibility, provided that the MARC increases to reflect the recurring annual revenues associated with the additional Contributory Subject Services, as described in Section 22.64.4.

22.64.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date the Customer executes a Letter of Subscription (LOS). The Anniversary Date shall be based on the date of the executed LOS. Contract Offer No. 64 is not renewable.

Contributory Subject Services to which the Customer already subscribes as of the commencement of the Term Period, or any additional Contributory Subject Services included in this Contract Offer after commencement of the Term Period in accordance with the terms and conditions set forth herein, must be converted to five (5) year term payment plans (where available), in order to receive discounts pursuant to this Contract Offer. If the five (5) year term payment plan is not available for certain Contributory Subject Services, the Customer must select from the longest term plan available for the Contributory Subject Service. The Customer may select from any year term payment plan for purchases of new Contributory Subject Services after the commencement of the Term Period of this Contract Offer. Services are subject to certain rates, charges, and general Terms and Conditions in other sections of F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such Terms and Conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the Terms and Conditions described in this Contract Offer. (N)

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

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.3 Terms and Conditions (Cont'd)

(B) Contract Offer No. 64 is only available for subscription June 2, 2005 through July 2, 2005

(C) The Customer must submit a completed LOS to the Telephone Company

(D) The Customer must subscribe to this Contract Offer in accordance with the regulations set forth in Ameritech Tariff F.C.C. No. 2, Section 5 – Ordering Options for Switched Access and Special Access Services.

(E) Access Service Ratio

As referenced in Section 22.64.2(A)(4), the Customer and its subsidiaries must maintain an Access Service Ratio of 98% or greater. The Customer shall not migrate any Contributory Services to or from any affiliates in a manner that would affect its obligations under this provision. The ratio, calculated quarterly, is the Access Revenue divided by Access Revenue plus Wholesale Revenue. To maintain compliance with this Contract Offer, the ratio must be greater than or equal to 98%. The 98% ratio is calculated as follows:

$$\frac{\text{Access Revenue}}{\text{Access Revenue + Wholesale Revenue}}$$

(1) Access Revenue is the Customer's and its affiliates' interstate recurring billed revenue associated with the rate elements, as defined in table A:

TABLE A:

Service	General/Basic Description
Voice Grade	7.2.3
Base Rate (DS0), DS1 and DS3 Services	7.2.9
OCN PTP	7.2.10
GigaMAN	7.2.13
Dedicated Ring Service	7.2.11
MON Ring	23

(2) Wholesale Revenue is the Customer's and its subsidiaries' recurring billed revenue for associated rate elements, as defined in Table B, not included in the interstate tariff(s).

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.3 Terms and Conditions (Cont'd)

TABLE B:

Service Level	Associated Rate Elements Not Included in Interstate Tariff
DS1/LT1	**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/LT3	**DS3 Loop** **DS3 Entrance Facilities** **DS3 Interoffice Transport** **DS3 Cross Connects** **DS1/DS3 Multiplexing** **All DS3 non-tariffed Committed Information Rate Broadband Services**
OC-3 **OC-12** **OC-48**	**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 Transport Products	**Dark Fiber – Interoffice** **Dark Fiber – Loop** **Dark Fiber – Subloop** **Dark Fiber Cross Connects** **Unbundled Dedicated Transport**

(3) As new rate elements are introduced to Table A in this section, all recurring revenues associated with the new rate elements will automatically be added to the Customer's Access Revenue, as defined in this section, for calculation of the Access Service Ratio.

(4) As new rate elements are introduced to Table B in this section, all recurring revenues associated with the new rate elements will automatically be added to the Customer's Wholesale Revenue, as defined in this section, for calculation of the Access Service Ratio.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.3 Terms and Conditions (Cont'd)

(5) If the Customer fails to meet the Access Service Ratio in any given quarter of the term, upon notification from the Telephone Company, the Customer has ten (10) business days to notify the Telephone Company in writing that it will meet or exceed the 98% Access Services Ratio within 60 days. Failure to achieve compliance in 60 days will constitute a default and the Telephone Company shall have the right to terminate this Contract Offer, unless the Customer has acted in good faith to achieve compliance and the Customer's failure to achieve compliance within 60 days is caused by delay attributable to the Telephone Company. In the event of a termination by the Telephone Company, termination liability charges will apply as set forth in Section 22.64.9.

(6) Credits will not be issued until the Customer has met the 98% Access Services Ratio.

(F) The Customer may not subscribe to any future Contract Offerings in Section 22 in conjunction with this Contract Offer or that might be offered by the Telephone Company for Subject Services covered under this Contract Offer unless expressly permitted in the future Contract Offer.

(G) The Customer must pay billed charges in full throughout the Term Period of this Contract Offer, excluding amounts being disputed. The Telephone Company will exhaust its remedies under Section 2.4.1 of F.C.C. Tariff No. 2 before exercising any remedy under this section. The Telephone Company will provide Customer written notice (via registered letter to Customer's General Counsel) of non-compliance. Customer will have thirty (30) days from receipt of the written notice to comply, which may be extended by mutual agreement of the parties to allow the Parties to attempt to resolve any disputes. During this thirty (30) day period or a period to be mutually agreed upon by the Parties, the Parties will cooperate in good faith to attempt to resolve any pending disputes. If, after the Parties have exhausted attempts to resolve any pending disputes or have resolved disputes and the Customer does not comply with the written notice of non-compliance, the Telephone Company shall have the right to terminate this Contract Offer. In the event of termination by the Telephone Company, termination liability charges as set forth in Section 22.64.9 will apply. Credits will not be issued until the Customer has paid all billed charges (excluding disputes). Any disputed billing amounts that have been resolved in favor of the Telephone Company are due and payable as described in Section 2.4.

(H) The Customer will continue to receive the benefit of rate stability for any Contributory Subject Services currently under a term plan with the Telephone Company that provides for rate stability.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.4 Minimum Annual Revenue Commitment (MARC)

(A) Calculation of the MARC

The Customer must establish and maintain a MARC as provided in this Contract Offer. The MARC for the first and second year of the Term Period (Years 1 and 2) will be established when the Telephone Company receives the LOS from the Customer. For purposes of calculating the MARC for Year 1, recurring annual revenue for all Contributory Services shall be included in the calculation based on the rates that would apply to the Contributory Subject Services for a five-year minimum term, regardless of whether the Subject Services were actually purchased pursuant to a five-year term at the time of the Customer's subscription to this Contract Offer. Recurring annual revenue for Contributory Services that are not Contributory Subject Services shall be included in the calculation based on the actual rates applicable to those Contributory Services at the time of calculation.

The Customer's MARC for Year 1 shall be $26.5 Million, or four times the Customer's monthly recurring revenue for Contributory Services during the three months immediately preceding the receipt of the signed LOS, whichever is greater. The Customer's Year 2 MARC will be equal to the Year 1 MARC.

The MARC will be re-established, effective on the Anniversary Dates, beginning on the second anniversary (the beginning of Year 3). The MARC for Year 3 and subsequent years will be based on the Customer's actual monthly recurring revenue for all Contributory Services during the previous 3 months multiplied by 4, or the then-current MARC, whichever is greater.

Example 1:
The Contract Tariff date is May 1, 2005. The MARC for Year 2 is $26.5M. The Customer's actual revenue to Telephone Company from February 1, 2007 to April 30, 2007 is $8M. The new Year 3 MARC, effective May 1, 2007, is $32M ($8M multiplied by 4 equals $32M.)

Example 2:
The Contract Tariff date is May 1, 2005. The MARC for Year 2 is $26.5M. The Customer's actual revenue to Telephone Company from February 1, 2007 to April 30, 2007 is $6M. The new Year 3 MARC, effective May 1, 2007, is $26.5M. (The $26.5M MARC is due to the fact that the MARC recalculation cannot result in a MARC lower than the current MARC.)

If the Telephone Company receives additional pricing flexibility relief for MSAs that are not listed in Section 22.64.2, or if additional Contributory Subject Services that are not listed in Section 22.64.2 become eligible for pricing flexibility, the additional MSAs or Contributory Subject Services may be included, at the Customer's option, in this Contract Offer, beginning with the first year after the additional MSAs or Contributory Subject Services became eligible for pricing flexibility. Upon Customer's written notification to the Telephone Company of their intent to exercise this option, the Telephone Company will recalculate the MARC to incorporate the recurring annual revenues from those MSAs or Subject Services and will include those revenues in the calculations described herein.

(N)

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

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Inclusion of Additional Contributory Services (N)

Not withstanding anything to the contrary herein, the Customer may, at its option, include in this Contract Offer any Contributory Services being provided to the Customer by the Telephone Company, but which are being provided to the Customer according to a tariff or contract other than this Contract Offer, provided, however, that the MARC must be increased to reflect the recurring annual revenues associated with the additional Contributory Services, as provided in Section 22.64.4. If any additional Contributory Services are ATM, Frame Relay or InterLATA services, those additional Contributory Services shall be provided pursuant to an agreement and/or contract which shall be available for review at the following web site: https://www.sbcprimeaccess.com/shell.cfm?section=2501. (Nx)

Example (N)
Year 1 MARC = $26.5M
If during Year 1, Customer wishes to include $2M of annual spend currently purchased from the Telephone Company under another tariff or contract and if those services qualify as Contributory Services, the new Year 1 MARC is $28.5M.

(C) MARC Adjustments

(1) The Customer shall have the right to adjust the MARC downward by up to 10%. This adjustment can only be made one time during the Term Period at anytime after the first 24 months of the Term Period (beginning with the establishment of the Year 3 MARC). To exercise this option, the Customer must notify the Telephone Company, in writing, at least 60 days prior to the Anniversary Date.

(2) The MARC adjustment shall apply prospectively only. If Customer exercises this option, reduced discounts (as specified in Table D Section 22.64.5 (B)) will apply for the remainder of the Term Period and certain provisions of the Contract Offer will no longer apply as provided in Section 22.64.5 (B). Also, if the Customer exercises this option, any MARC adjustments associated with SLA penalties offered in Section 22.64.5 shall not apply for the remaining years of the Term Period. If the Customer uses the MARC adjustment option in conjunction with any of the Merger and Acquisition options outlined in Section 22.64.7, reduced discounts will remain for the life of the Term Period, and discounts previously received during that contract year will not be re-rated, provided the Eligibility Criteria in Section 22.64.2 and Terms and Conditions in Section 22.64.3 have been met prior to the MARC adjustment, and certain provisions will no longer apply as detailed in Section 22.64.5(B).

(3) The MARC will be adjusted automatically pursuant to SLA measurement guidelines specified in Section 22.64.5, unless the MARC adjustment option discussed in Section 22.64.4 (C) (1) is exercised. (N)

(x) Issued under Authority of Special Permission No. 05-026 of F.C.C.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(D) Failure to Achieve the MARC

The Customer and Telephone Company agree to exchange information quarterly, and meet quarterly if necessary, to review the Customer's progress toward achieving the MARC for the term year and Telephone Company's progress on SLA targets. The Customer and Telephone Company agree that they will meet in the ninth month of each term year to discuss and address, if necessary, compliance with the Terms and Conditions of the Contract Offer prior to the Anniversary Date.

If the Customer fails to achieve the annual MARC commitment as of the Anniversary Dates of each year of the Term Period, the Customer will be notified by the Telephone Company.

The Customer must remit an Annual True-Up payment, the amount of which will be calculated as the difference between the annual MARC for the current term year and the actual recurring annual revenue for the Contributory Services during that term year.

If the Telephone Company does not receive the Annual True-Up amount within 30 days of the Customer's receipt of its notification, the Customer shall be deemed to have terminated this Contract Offer, and termination liability charges will apply as set forth in Section 22.64.9.

22.64.5 Discounts and Other Credits

(A) Discount Schedule and Application

(1) Table C contains the level of discounts for this Contract Offer.

TABLE C:

Year	MARC Discount	Discount on Recurring Revenue above the MARC
1	0%	0%
2	5%	5%
3	10%	10%
4	11%	11%
5	12%	12%

Example for Year 2:

Customer's MARC = $26.5M
Customer's annual recurring revenues for Contributory Services = $32M
Customer's annual recurring revenues for Subject Services = $30M
Customer will receive a 5% discount on $30M (issued annually in accordance with subsection (2)

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.5 Discounts and Other Credits (Cont'd)

(A) Discount Schedule and Application (Cont'd)

(2) The Customer will receive the 0%, 5%, 10%, 11%, or 12% discount (depending on the year outlined in Table C) on annual recurring revenues for Contributory Subject Services, provided that the Customer meets or exceeds the MARC. The discount will be applied no later than 60 days after each Anniversary Date. Recurring revenue generated from Subject Services that were not included in this Contract Offer at the time of subscription are not eligible for discounts under this Contract Offer unless, and until, those Contributory Subject Services have been added to this Contract Offer pursuant to Section 22.64.2, Section 22.64.4 Section 22.64.7 or Section 22.64.8.

(B) MARC Adjustments - Discount Schedule and Application

Table D outlines discounts that the Customer will be eligible to receive following a MARC adjustment option pursuant to Section 22.64.4 (C)

TABLE D

	MARC Discount	Above MARC Discount, if available
MARC Adjustment	Year 3 – 4% Year 4 – 5% Year 5 – 6%	Year 3 – 4% Year 4 – 5% Year 5 – 6%

Following a MARC adjustment, above the MARC discounts are available only if, during any year, the MARC for that year is equal to or greater than the MARC in effect immediately prior to the adjustment.

Example
The Customer's Year 3 MARC is $30M (calculated as revenue from the last quarter in year 2 x 4). On the Anniversary Date at the beginning of Year 4, the Customer's Year 3 annual recurring revenue for Contributory Services is $25M. The Customer elects to invoke the MARC adjustment option and adjust the MARC downward by 10%. The Customer's Year 4 recalculated MARC is therefore $27M = ($30M x 90%). The Customer must make an Annual True-Up payment for Year 3 in the amount of $5M. If the Customer fails to make the True-Up payment, the Customer will be in default and termination liabilities will apply. Under this scenario, the Customer will not become eligible for the above the MARC discounts provided in table D, above, until the Customer's MARC in a subsequent year equals or exceeds $30M.

(N)

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

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.5 Discounts and Other Credits (Cont'd)

(C) Non-Recurring Charges

The Telephone Company will waive installation Non-recurring charges (NRCs) associated with the purchase of Contributory Subject Services pursuant to this Contract Offer. In the event that the installation NRCs are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis.

In order to receive credits for installation NRCs, the Customer must be in compliance with all terms and conditions of this Contract Offer. Additionally, if the Customer fails to meet the MARC on an Anniversary Date pursuant to Section 22.64.4 (A) and/or fails to pay the Annual True-Up as defined in Section 22.64.4 (D), termination liability charges will apply as set forth in Section 22.64.9.

The Customer must pay all other applicable non-recurring charges, including, but not limited to, rearrangement charges, special construction charges, access order charges, cancellation charges and Access Order Modification charges as described in Ameritech F.C.C. No. 2.5.2.2 for Subject Services pursuant to this Contract Offer.

(D) Portability

The Telephone Company will waive termination liability charges for moves and/or disconnection of Contributory Subject Services. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis. In order to receive credits or a waiver of termination liability charges for such moves and/or disconnects, the following conditions must be met:

(1) The Customer must be in compliance with all terms and conditions of this Contract Offer.

(2) The Customer shall be permitted to move and/or disconnect Contributory Subject Services from any of the identical Contract Offers, as described in Section 22.64.2 (B).

(3) DS1 Services must have been in service for a minimum of one (1) month from the original installation date.

(4) DS3, OC-3 and OC-12 Point to Point Services must have been in service for a minimum of one (1) year from the original installation date.

(5) OC48 Point To Point, OC192 Point to Point and GigaMAN Services must have been in service for a minimum of three (3) years from the original installation date.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64– Special Access Service Offer (Cont'd)

22.64.5 Discounts and Other Credits (Cont'd)

(D) Portability (Cont'd)

(6) If, and to the extent that OPT-E-MAN becomes eligible for pricing flexibility, OPT-E-MAN may, at the Customer's option, become a Contributory Subject Service included in this Contract Offer. If so, such OPT-E-MAN service shall be eligible for portability provided that, for each OPT-E-MAN circuit to be ported:

(a) facilities necessary to provide OPT-E-MAN, as specified in F.C.C. No. 2, Section 24, exist at the end user location in which the circuit is being moved; and
(b) the circuit has been in service for a minimum of one (1) year from the original installation date.

If the Customer fails to meet the MARC on a contract Anniversary Date pursuant to Section 22.64.4 (A) and/or fails to pay the Annual True-Up as defined in Section 22.64.4 (D), termination liability charges will apply as set forth in Section 22.64.9.

(E) Service Level Assurance (SLA) Performance

Customer will be eligible for additional credits and/or MARC adjustments based upon the quality of service delivered by the Telephone Company during the Term Period of this Contract Offer. Pursuant to this Contract Offer, SLA credits and MARC adjustments will apply in the event the Telephone Company's SLA service performance level objectives are not met.

SLA performance targets are established for a twelve (12) month interval commencing with the subscription date of this Contract Offer.

The service performance targets will be based on the following four (4) measured service components:

(1) Percent Network Availability: The percent of the time all DS1, DS3 and OCN circuits are in service compared to the total expected availability during the reporting period factoring in both failure frequency and time to repair.

(2) Mean Time To Repair (MTTR) of DS1 circuits: The average time it takes the Telephone Company to repair all of the Customer's DS1 circuits during the reporting period.

(3) Mean Time To Repair (MTTR) of DS3 and OCN circuits: The average time it takes the Telephone Company to repair all of the Customer's DS3 and OCN circuits during the reporting period.

(N)

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

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.5 Discounts and Other Credits (Cont'd)

(E) Service Level Assurance (SLA) Performance (Cont'd)

(4) On Time Delivery – Due Date: Calculated by dividing the number of Customer requests for new service and rearrangements of existing service that were missed for Telephone Company reasons by the total number of new service requests and rearrangements of existing service completed during the reporting period. The date used to determine whether or not the service request was missed is the service confirmation date provided on the Firm Order Confirmation (FOC). This measurement will apply to all of the Customer's DS1, DS3 and OCN services.

Table E outlines the SLA performance targets for each measured service in each contract year.

Table E

Measured Service	Year 1 Target	Year 2 Target	Year 3 Target	Year 4 Target	Year 5 Target
% Network Availability (DS1-OCN)	99.93%	99.96%	99.96%	99.99%	99.99%
MTTR (DS1 only)	4:45	4:30	4:30	4:15	4:15
MTTR (DS3 & OCN)	3:15	3:15	3:00	3:00	3:00
On Time Delivery – Due Date (DS1-OCN)	96.00%	96.50%	96.500%	97.00%	97.00%

(F) SLA Performance Penalties

At the conclusion of each Anniversary Date, the 12-month averages based on Telephone Company's provided results for each measured service will be compared to its corresponding target in Table E. For each measurement that is not achieved by the Telephone Company, the Customer will be eligible to receive credits as outlined in subsection (1) and MARC adjustments as outlined in subsection (2).

(1) The Customer will be eligible for the following credit amounts, as set forth in Table F. For each measurement that is not achieved by the Telephone Company after each Anniversary Date, credits will be paid into a Telephone Company account held on the Customer's behalf. (N)

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

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.5 Discounts and Other Credits (Cont'd)

(F) SLA Performance Penalties (Cont'd)

Immediately following the Customer's subscription to this Contract Offer, the Telephone Company will establish a holding account with an initial balance of $300,000. The initial balance of the holding account represents the total, aggregate amount that the Customer will be eligible to receive across the regions identified in Section 22.64.2.B of this Contract Offer. The credit account will be applied for the purpose of improving service delivery and performance. The Customer and Telephone Company will cooperate in good faith to identify and plan appropriate service and/or service performance projects, which shall be planned and completed as Special Construction. The Telephone Company will follow the Special Construction guidelines provided in F.C.C. Tariff No. 3 for work performed pursuant to this provision, including standard time and materials rates, and shall be subject to any applicable additional charges for expediting or overtime. Work performed pursuant to this provision shall be credited to a designated BAN of the Customer's choice. The amount will be deducted from the SLA credit holding account. After the first Anniversary Date, the Telephone Company will annually add to the holding account the credit amount due to the Customer for each SLA measurement not met.

The Customer and the Telephone Company will work together to create a project schedule designed to ensure that projects are completed by the Telephone Company prior to the end of each term year.

The initial balance must be used within the first 12 months following the receipt of a signed LOS. Any amount remaining from the initial balance will not be allowed to carry over to Year 2, and will be forfeited. Any credit due to the Customer at the end of term year 5 will be available to the Customer in the holding account for the 12-month period subsequent to the end of the Term Period. Annual SLA performance credits must be used within the year after the credits were issued, and cannot be rolled over into the following year. Any amounts left over, after the year following the issuance of the credits, will be forfeited, provided, however, that projects on the project schedule that are not completed at the end of the term year can be completed in the subsequent year, and any allocated amounts associated with that project shall not be debited from the following year's holding account balance. If the Telephone Company fails to complete an agreed upon project on the project schedule at any time during the Term Period, the amount allocated for that project shall be carried over until the agreed upon project has been completed. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.5 Discounts and Other Credits (Cont'd)

(F) SLA Performance Penalties (Cont'd)

Table F

Service Quality Measure	Annual Credit if SLA Target not Met
% Network Availability (DS1-OCN)	$100,000
MTTR (DS1 only)	$100,000
MTTR (DS3 & OCN)	$100,000
On Time Delivery – Due Date (DS1-OCN)	$100,000

The credits in Table F are the total, aggregate amounts that the Customer will be eligible to receive across the five regions identified in Section 22.64.2.B of this Contract Offer.

(2) The Customer will be eligible for the following MARC adjustments in Table G for each measurement that is not achieved by the Telephone Company at each Anniversary Date. However, if the Customer exercises the MARC adjustment option specified in Section 22.64.4, the MARC adjustments in Table G will not apply in the year that the MARC adjustment option is exercised and for the remaining years of the contract.

Table G

Service Quality Measure	Year in which Adjustment Applies	MARC Adjustment
% Network Availability (DS1-OCN)	2	Decrease ½ %
MTTR (DS1 only)	2	Decrease ½ %
MTTR (DS3 & OCN)	2	Decrease ½ %
On Time Delivery – Due Date (DS1-OCN)	2	Decrease ½ %
% Network Availability (DS1-OCN)	3, 4 or 5	Decrease 1%
MTTR (DS1 only)	3, 4, or 5	Decrease 1%
MTTR (DS3 & OCN)	3, 4, or 5	Decrease 1%
On Time Delivery – Due Date (DS1-OCN)	3, 4, or 5	Decrease 1%

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.5 Discounts and Other Credits (Cont'd)

(F) SLA Performance Penalties (Cont'd)

Example:
The percent decrease will be applied to the recalculated annual MARC. For example, the Customer's Year 4 MARC is set for $33M [(previous 3 months billing at end of year 3) X 4]. The Telephone Company achieved 1 out of the 4 measurements in year 3. The Year 4 MARC is then recalculated and set at $32.01M ($33M X 97%).

22.64.6 Assignment and Transfer

Subject to the provisions set forth in section 22.64.7 regarding mergers and acquisitions, if the Customer wishes to assign or transfer its use of services under this Contract Offer No. 64, pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 2, Section 2.1.2, unless: (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent company has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent company are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.7 Mergers and Acquisitions Involving the Customer

(A) The Terms and Conditions of Contract Offer No. 64 shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain 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). During or after the merger or acquisition, if the other company involved in the merger or acquisition also purchases Contributory Services from the Telephone Company, either directly or through any affiliates, then billed, recurring revenue for Contributory Services of the other company involved in the merger or acquisition will not be used in calculations of the MARC as discussed in Section 22.64.4 (A) or calculations to achieve the MARC discussed in Section 22.64.4 (B) or in the calculation of the Access Service Ratio discussed in Section 22.64.3(E), except as permitted by one of the provisions in this subsection.

(1) The Customer must be meeting MARC commitments and all Eligibility Criteria and Terms and Conditions outlined in Sections 22.64.2 and 22.64.3 in order to exercise the provisions under this subsection.

(2) Recurring revenue from Contributory Services from the other entity involved in the merger or acquisition cannot be applied to, or eligible for, any incentives or discounts contained in this Contract Offer, except as expressly permitted by one of the provisions herein.

(3) The Customer shall have four options (per merger or acquisition) to incorporate revenue from the other company or companies involved in the merger or acquisition. The Customer may elect only one of those options with respect to any particular merger or acquisition. If the Customer does not exercise any of those options in the manner provided herein, the Customer will not be permitted to use existing or future Special Access revenues from the other company or companies involved in the merger or acquisition in the Calculation of the MARC or Calculations to Achieve the MARC discussed in Section 22.64.4 (A) & (B), nor will such revenues be eligible for any discounts provided under this Contract Offer, nor will the Telephone Company apply existing or future Special Access or Wholesale Service revenues from the other company or companies in calculating the Access Service Ratio in Section 22.64.3(E).

(4) The acquisition and/or merger Transaction Close Date will be used to measure the length of time the following provisions are available. 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.

(5) If the Customer has selected, but not yet fully implemented, one of the options provided herein, the MARC, and any MARC adjustment calculation as provided in Section 22.64.4, will apply only to the Customer's original (pre-merger or acquisition) MARC and will not include revenue from the other company involved in the merger or acquisition.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.7 Mergers and Acquisitions Involving the Customer (Cont'd)

(A) (Cont'd)

(6) The Customer cannot combine any of the Merger and Acquisition provisions in this subsection.

(7) The Telephone Company will calculate the actual recurring annual revenue of the other company involved in the merger or acquisition on the date the Customer selects one of the provisions in this subsection, in the same manner such revenue would be calculated for purposes of performing the annual recalculation of the MARC under this Contract Offer. Until the Customer has fully implemented one of the provisions in this subsection, the Customer will not be eligible to earn the above the MARC discounts discussed in Section 22.64.5 (A)(2) of this Contract Offer for revenue from the other company involved in the merger or acquisition. After the Customer has fully implemented one of the provisions in this subsection, the Customer will be eligible for above the MARC discounts provided in Section 22.64.5(A)(2) for recurring annual revenue above the new combined MARC.

(B) Mergers and Acquisitions Affecting Access Service Ratio

(1) If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company, and inclusion of the recurring revenue from Contributory Services from the other company or companies involved in the merger or acquisition into this Contract Offer will cause the Customer to fall below Access Services Ratio Terms and Conditions as defined in Section 22.64.3 (E), the Customer must select from Option 1 or 2 of this Section 22.64.7(B), below, to incorporate any recurring annual revenues from the other company involved in the merger or acquisition into this Contract Offer.

(2) The Customer must fully conform to Access Service Ratio within 18 months of the Transaction Close Date and must comply with the Access Conversion Schedule provided in Table H below. As long as the Customer is in compliance with the Access Conversion Schedule and the Customer's existing revenue complies with the Access Services Ratio, as provided in Section 22.64.3(E), MARC discounts will continue to apply and the Customer shall not be considered out of compliance with the Access Services Ratio Terms and Conditions as defined in Section 22.64.3(E).

(3) If, at any time the Customer does not comply with the Access Conversion Schedule provided in Table H, MARC discounts will be withheld and the Telephone Company will notify the Customer of non-compliance. The Customer will then have 60 days to comply with the Access Conversion Schedule. If the Customer does not comply within 60 days, this Contract Offer shall be deemed to be in default, and the Telephone Company shall have the right to terminate this Contract Offer. Upon such termination, termination liability charges will apply as provided in Section 22.64.9. Notwithstanding the foregoing, if the Telephone Company is primarily responsible for a delay in the Access Conversion Schedule, MARC discounts will continue to apply, the Customer shall not be considered out of compliance with the Access Services Ratio Terms and Conditions as defined in Section 22.64.3(E), and this Contract Offer will not be considered in default, provided, however, that each party shall exercise best efforts to comply.

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.7 Mergers and Acquisitions Involving the Customer (Cont'd)

(B) Mergers and Acquisitions Affecting Access Service Ratio (Cont'd)

(3) (Cont'd)

Table H outlines the Unbundled Network Element (UNE) to Access conversion schedule that will be used to migrate the services.

Table H: Access Conversion Schedule

90 Day Period	Required Conversion Level
1st	10%
2nd	20%
3rd	50%
4th	75%
5th	85%
6th	100%

(a) Option 1

(i) The Customer must establish a temporary combined MARC by adding to the Customer's then current MARC at least 85%, but not more than 100% (at the Customer's option), of all recurring annual revenue for Contributory Services from the other company involved in the merger or acquisition for a period not to exceed 18 months from the Transaction Close Date. Recurring annual revenue for Contributory Services shall be calculated in a manner consistent with the annual recalculation of the MARC under this Contract Offer.

(ii) The Customer must exercise this option within 60 days following the Transaction Close Date.

(iii) This option is not available in Year 5 of the Term Period.

(iv) A permanent combined MARC will be established no later than 18 months following the Transaction Close Date using the following calculation, based on a calculation of the Customer's combined recurring annual revenue.

(1) The calculation of the Customer's combined annual recurring revenue shall include all Contributory Services for the combined company resulting from the merger or acquisition. The calculation of the Customer's combined permanent MARC shall be performed in the same manner as the annual MARC calculations provided in Section 22.64.4(A), above. Following the calculation of the combined permanent MARC, the MARC shall be recalculated for each year remaining in the Term Period, and the MARC-related terms and conditions of this Contract Offer shall be applied to the combined company, in the same manner as would otherwise apply under this Contract Offer.

(2) Notwithstanding anything to the contrary in this Contract Offer, the permanent combined MARC must be at least 85% of temporary combined MARC as defined in Section 22.64.7 (C) (1) (a).

(N)

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(N)

2. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.7 Mergers and Acquisitions Involving the Customer (Cont'd)

(B) Mergers and Acquisitions Affecting Access Service Ratio (Cont'd)

(b) Option 2

(i) The Customer must establish a combined MARC by adding to the Customer's then-current MARC at least 85%, but not more than 100% (at the Customer's option), of all recurring annual revenue for Contributory Services from the other company involved in the merger or acquisition. Recurring annual revenue for Contributory Services shall be calculated in a manner consistent with the annual recalculation of the MARC under this Contract Offer.

(ii) The Customer must exercise this option within 60 days following the Transaction Close Date.

(iii) This option is not available in Year 5 of the Term Period.

(C) Mergers and Acquisitions not Affecting Access Service Ratio

If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company and inclusion of recurring revenue from Subject Services from the other company or companies involved in the merger or acquisition into this Contract Offer will not cause the Customer to fall below Access Services Ratio Terms and Conditions as defined in Section 22.64.3 (E), the Customer must select from Option 3 or 4 of this Section 22.64.7(C) to incorporate into this Contract Offer any recurring annual revenues from the other company involved in the merger or acquisition.

(1) Option 3

(a) The Customer must establish a temporary combined MARC by adding at least 85%, but no more than 100% (at Customer's option), of all recurring annual revenue for Contributory Services from the other company involved in the merger or acquisition for a period not to exceed 12 months from the Transaction Close Date. Recurring annual revenue for Contributory Services shall be calculated in a manner consistent with the annual calculation of the MARC under this Contract Offer.

(b) The Customer must exercise this option within 60 days following the acquisition Transaction Close Date.

(c) This option is not available during Year 5 of the Term Period.

(d) A permanent combined MARC will be established no later than 12 months following the Transaction Close Date, based on a calculation of the Customer's combined recurring annual revenue.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.7 Mergers and Acquisitions Involving the Customer (Cont'd)

(C) Mergers and Acquisitions not Affecting Access Service Ratio (Cont'd)

(1) Option 3 (Cont'd)

(d) (Cont'd)

(i) The calculation of the Customer's combined annual recurring revenue shall include all Contributory Services for the combined company resulting from the merger or acquisition. The calculation of the Customer's combined permanent MARC shall be performed in the same manner as the annual MARC calculations provided in Section 22.64.4(A), above. Following the calculation of the combined permanent MARC, the MARC shall be recalculated for each year remaining in the Term Period, and the MARC-related terms and conditions of this Contract Offer shall be applied to the combined company in the same manner as would otherwise apply under this Contract Offer.

(ii) Notwithstanding anything to the contrary in this Contract Offer, the permanent combined MARC must be at least 85% of temporary combined MARC as defined in Section 22.64.7(C) (1)(a).

(2) Option 4

(a) The Customer shall establish a combined MARC by adding to the Customer's then-current MARC at least 85%, but not more than 100% (at the Customer's option), of all recurring annual revenue for Contributory Services from the other company involved in the merger or acquisition. Recurring annual revenue for Contributory Services shall be calculated in a manner consistent with the annual calculation of the MARC under this Contract Offer.

(b) The Customer must exercise this option within 60 days following the Transaction Close Date.

(c) This option is not available in Year 5 of the Term Period.

22.64.8 Merger or Acquisition Involving the Telephone Company.

In the event that the Telephone Company, or the corporate parent of the Telephone Company, or any affiliate of the Telephone Company or its corporate parent, in whole or in part, merges with, acquires, 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), and the Customer purchases special access services from the other company, then the following terms and conditions will apply:

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.8 Merger or Acquisition Involving the Telephone Company (Cont'd)

(A) If the Customer purchases any interstate special access services from the merged or acquired company, and such special access services are or become eligible for pricing flexibility, the Customer may include those special access services in this Contract Offer, subject to any terms or conditions of any contracts or tariffs pursuant to which the Customer is purchasing such special access services prior to the merger or acquisition, including any terms or conditions regarding termination liability. If the Customer chooses to include the services subject to the merger or acquisition in this Contract Offer, they shall become Contributory Subject Services within the meaning of this Contract Offer at the time they are included in this Contract Offer. At the time such Contributory Subject Services are included in this Contract Offer, the MARC shall be recalculated, including both the recurring annual revenues of the Contributory Services provided to the Customer prior to the merger or acquisition and the recurring annual revenues of the additional Contributory Subject Services previously provided by the merged or acquired Company.

(B) The Customer must notify the Telephone Company in writing, within 120 days of the Transaction Close Date, of any Contributory Services from the merged or acquired company that Customer wishes to include in this Contract Offer. Discounts and credits specified in Section 22.64.5 will not apply to services from the merged or acquired company until the MARC has been recalculated to reflect the additional Contributory Services included in this Contract Offer as a result of the merger or acquisition. The MARC recalculation to include these services will occur at the Customer's next Anniversary Date following receipt of the Customer's written notice described above.

22.64.9 Termination Liability

(A) Termination Liability Charges

Termination liability language described below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 7. If the Customer terminates Contract Offer No. 64 before the completion of the term for any reason whatsoever (other than a material default by the Telephone Company), the Customer must pay the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 90 days prior to the desired date of termination to the Telephone Company. This notification must include the date upon which the Customer will terminate the Contract Offer.

If the Customer fails to meet any of the eligibility criteria in Section 22.64.2, or fails to meet any of the Terms and Conditions in Section 22.64.3, then the Telephone Company shall provide the Customer with written notification of such non-compliance and the Customer will have sixty (60) days to comply. If the Customer does not comply within such time period, the Customer will be deemed to have terminated its participation in Contract Offer No. 64 and termination liability charges will apply as stated below and will be payable pursuant to F.C.C. No. 2, Section 2.4.

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(N)

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

22.64. Contract Offer No. 64 – Special Access Service Offer (Cont'd)

22.64.9 Termination Liability (Cont'd)

(A) Termination Liability Charges (Cont'd)

The Customer's termination liability charge shall be equal to the following :

If the Customer terminates the Contract Offer prior to the expiration of a term year, 100% of all Discounts (including non-recurring charges and early termination charges) received under Contract Offer No. 64 for the preceding six (6) months immediately prior to the date of termination, plus the following schedule:

(1) If terminated in Year 1, 10% of the Base MARC for the remaining portion of Year 1, plus 10% of the Base MARC for the remaining years of the Contract Offer.

(2) If terminated in Year 2, 12.5% of the Year 2 MARC for the remaining portion of Year 2, plus 12.5% of the Year 2 MARC for the remaining years of the Contract Offer.

(3) If terminated in Year 3, 12.5% of the Year 3 MARC for the remaining portion of Year 3, plus 12.5% of the Year 3 MARC for the remaining years of the Contract Offer.

(4) If terminated in Year 4, 12.5% of the Year 4 MARC for the remaining portion of Year 4, plus 12.5% of the Year 4 MARC for year 5

(5) If terminated in Year 5, 10% of the Year 5 MARC for the remaining portion of Year 5.

(B) New Technology Termination

If the Customer wishes to move its services to new alternative technology (such as Broadband over power lines, Wi-MAX, DWDM, or optical switching technologies), the Customer shall qualify to reduce the MARC termination liability charges as detailed above by 50% in Year 4 and/or 5 of this Contract Offer as long as the conditions in this subsection are met. The Customer shall have the right to move its services to new alternative technology and receive reduced termination liability as long as Eligibility Criteria in Section 22.64.2 and all Terms and Conditions in Section 22.64.3 are met. The Customer must provide documentation that reasonably demonstrates that the new technology is an alternative to existing Subject Services and that the rates, terms and conditions for the new technology are more favorable to the Customer than the rates, terms and conditions provided under this Contract Offering.

For example, if the Customer wishes to terminate this Contract Offer due to a new technology in Year 4 of the Contract Offer, the termination liability charge would be equal to 100% of discounts applied during the previous six-months as well as 6.25% of the Year 4 MARC for the remaining portion of year 4, plus 6.25% of the Year 4 MARC for year 5. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.64. Contract Offer No. 64– Special Access Service Offer (Cont'd)

22.64.9 Termination Liability (Cont'd)

(B) New Technology Termination (Cont'd)

The Customer must notify the Telephone Company in writing at least 90 days prior to the start of Year 4 if the Customer wishes to terminate in Year 4 and invoke this provision, or at least 90 days prior to the start of Year 5 if the Customer wishes to terminate in Year 5 and invoke this provision. This notification must include the date upon which the Customer will terminate the Contract Offer. Additionally, this provision is only available to the Customer if it has not exercised the 10% MARC adjustment option as detailed in Section 22.64.4 (C).

(C) New Special Access Service Offerings

If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Services provided under this Contract Offer, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Services provided under this Contract offer, without incurring termination liability under this Contract Offer, provided, however, that the Customer's Contract Offer or other contract or tariff governing the new service offerings must include a term period and revenue commitment that are the same as, or greater than, this Contract Offer.

(D) This Section 22.64.9 sets forth the sole and exclusive remedies for termination of this Contract Offer No. 64, except for charges due and payable for Contributory Services rendered prior to the date of termination and any non-recurring charges and/or termination liability charges that may become due and payable in accordance with Sections 22.64.9.

(N)

22. Pricing Flexibility Contract Offerings (N)

22.65 Contract Offer No. 65 – DS1 Fiber Service Network Bundle Offer

22.65.1 General Description

DS1 Fiber Service Network Bundle Offer (Contract Offer No. 65) permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.65.4 for the purchase of DS1 special access transport bandwidth bundles subtending a two (2) node OC-3 Dedicated SONET Ring Service (DSRS). The DS1 special access transport bundles must be purchased in bundles of seven (7), fourteen (14), twenty-one (21) and/or twenty-eight (28) up to the total capacity of the two (2) node OC-3 DSRS of eighty-four (84) DS1 special access services.

22.65.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to purchase Contract Offer No. 65:

(1) Service must be located in Pricing Flexibility MSA: Chicago, Illinois;

(2) Customer must purchase a minimum of two (2) new two (2) node OC-3 DSRS and the associated new DS1 special access transport bandwidth bundles during the within three (3) months of subscribing to Contract Offer No. 65;

(3) Customer must purchase a minimum of five (5) new two (2) node OC-3 DSRS and the associated new DS1 special access transport bandwidth bundles during the term period; and

(4) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(B) Contract Offer No. 65 applies to pricing flexibility qualified access services contained in the following tariff sections:

(1) OC-3 Dedicated Ring Service - Ameritech Tariff F.C.C. No. 2, Section 21; and
(2) DS1 Service – Ameritech Tariff F.C.C. No. 2, Section 21

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

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.65 Contract Offer No. 65 – DS1 Fiber Service Network Bundle Offer (Cont'd)

22.65.3 Terms and Conditions

(A) Term Period

The contract term is three (3) years (Term Period), commencing on the date billing begins. Billing commences for the new DS1 Fiber Service Network Bundle no later than 30 days after the Telephone Company's completion of access service order for the DS1 special access service transport bundle. This offer is not renewable.

At the expiration of the Term Period the Customer must:
(1) Submit a one (1) time request in writing to the Telephone Company sixty (60) days before Contract Offer No. 65 expiration, to extend Contract Offer No. 65 for twelve (12) months; or

(2) Choose from the payment options as described in:
(a) Section 7 for OC-3 Dedicated SONET Ring Service; and
(b) Section 7 for DS1 Service.

At the expiration of the Term Period or the expiration of the twelve (12) month Contract Offer No. 65 extension, if the Customer does not choose to disconnect or select a payment option from the sections above, for DS1 the services will be converted to the monthly rates found in Section 21.5.2 or Section 7; and for OC-3 Dedicated SONET Ring, the services will be converted to the monthly extension rates found in Section 21.5.2 or Section 7, as applicable.

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 65 as listed in Section 22.65.4. Purchase of the services listed above under Contract Offer No. 65 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in Contract Offer No 65.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.65 Contract Offer No. 65 – DS1 Fiber Service Network Bundle Offer (Cont'd)

22.65.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer No. 65 is only available June 2, 2005 through July 2, 2005;

(2) OC-3 Dedicated SONET Rings and DS1 discounted rates, as described in Section 22.65.4, must be for new installations only;

(3) Customer must submit a Letter of Subscription (LOS) to the Telephone Company;

(4) If the Customer should discontinue service under Contract Offer No. 65 during the Term Period, termination liability charges will apply in accordance with Section 22.65.5;

(5) Customer must subscribe to the services available under this Contract Offer No. 65 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(6) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS and /or Access Service Request (ASR), cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(7) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 65, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(9) The Customer will not be able to subscribe to any other contract offering in Section 22 in conjunction with Contract Offer No. 65 that might be offered by the Telephone Company for services covered under this Contract Offer 65;

(10) Services under Contract Offer No. 65 will be eligible for discounts under the Managed Value Plan (MVP) offer in Section 19; and

(N)

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

22.65 Contract Offer No. 65 – DS1 Fiber Service Network Bundle Offer (Cont'd)

22.65.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(11) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 65 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.65 Contract Offer No. 65 – DS1 Fiber Service Network Bundle Offer (Cont'd)

22.65.4 Rates and Charges

(A) DS1 Fiber Service Network Bundle Rates and Charges:

Customer must pay the following Non Recurring Charges (NRC) and Monthly Recurring Charge (MRC) for the new OC-3 Dedicated SONET Ring Service and DS1 Special Access Services:

Nonrecurring Charges (NRC):
Customer must pay the Non-Recurring charges as listed in Section 7 or Section 21, as applicable; and

Monthly Recurring Charge (MRC):

DS1 Fiber Service Network Bundle 7	$4,200
DS1 Fiber Service Network Bundle 14	$5,520
DS1 Fiber Service Network Bundle 21	$6,840
DS1 Fiber Service Network Bundle 28	$8,160

The DS1 Fiber Service Network Bundles includes the following OC-3 DSRS component capacity limits listed below:

Table A:

OC-3 Dedicated Ring	USOC	Quantity
OC-3 Customer Premise Node	FP5CX	1
OC-3 Central Office Node	FC5CX	1
OC-3 Ring Mileage*	IL5XX	2

(B) The DS1 Fiber Service Network Bundle 7 includes the following DS1 special access service component capacity limits listed below:

Table B:

DS1 Special Access	USOC	Quantity
OC-3 - DS1 Ports	SPRAX	14
DS1 Channel Mileage Termination (CMT)	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	14
DS1 Channel Mileage (CM)*	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	140

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.65 Contract Offer No. 65 – DS1 Fiber Service Network Bundle Offer (Cont'd)

22.65.4 Rates and Charges (Cont'd)

(C) The DS1 Fiber Service Network Bundle 14 includes the following DS1 special access service component capacity:

Table C:

DS1 Special Access	USOC	Quantity
OC-3 - DS1 Ports	SPRAX	28
DS1 Channel Mileage Termination (CMT)	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	28
DS1 Channel Mileage (CM)*	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	280

(D) The DS1 Fiber Service Network Bundle 21 includes the following DS1 special access service component capacity listed below:

Table D:

DS1 Special Access	USOC	Quantity
OC-3 - DS1 Ports	SPRAX	42
DS1 Channel Mileage Termination (CMT)	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	42
DS1 Channel Mileage (CM)*	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	420

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.65 Contract Offer No. 65 – DS1 Fiber Service Network Bundle Offer (Cont'd)

22.65.4 Rates and Charges (Cont'd)

(E) The DS1 Fiber Service Network Bundle 28 includes the following DS1 special access service component capacity listed below:

Table E:

DS1 Special Access	USOC	Quantity
OC-3 - DS1 Ports	SPRAX	56
DS1 Channel Mileage Termination (CMT)	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	56
DS1 Channel Mileage (CM)*	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	560

* Mileage charges will apply to any mileage over the quantity limits listed in Tables A, B, C, D, E and F. Additional mileage charges will be the prevailing monthly tariff rates as listed in Section 7 or 21, as applicable, per mile.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.65 Contract Offer No. 65 – DS1 Fiber Service Network Bundle Offer (Cont'd)

22.65.4 Rates and Charges (Cont'd)

(F) DS1 Fiber Service Network Bundle Additional Rates and Charges:

Customer must subscribe to the following additional DS1 Fiber Service Network Bundle for each bundle of seven (7) DS1 special access service over the capacity limits in Table E above:

Nonrecurring Charges (NRC):
Customer must pay the Non-Recurring charges as listed in Section 7 or Section 21, as applicable; and

Monthly Recurring Charge (MRC):
Per DS1 Fiber Service Network Bundle 7 $1,440

Table F:

DS1 Special Access	USOC	Quantity
OC-3 - DS1 Ports	SPRAX	14
DS1 Channel Mileage Termination (CMT)	CZ4X1 CZ4X2 CZ4X3 CZ4X4 CZ4X5	14
DS1 Channel Mileage (CM)*	1YZX1 1YZX2 1YZX3 1YZX4 1YZX5	140

(G) If a DS1 bundle is added after the initial installation of the DS1 Fiber Service network, the new DS1 Fiber Service Network Bundle will be co-terminus with the initial Term Period. However, if a DS1 Fiber Service Network Bundle is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the DS1 Fiber Service Network Bundle for a minimum period of twelve (12) months.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.65 Contract Offer No. 65 – DS1 Fiber Service Network Bundle Offer (Cont'd)

22.65.5 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If Customer terminates Contract Offer No. 65, DS1 Fiber Service Network Bundle, before the completion of the Term Period for any reason, Customer must pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

(A) 50% of all monthly recurring charges for the balance of the Customer's three (3) year Term Period; or

(B) If the Customer terminates service after the three (3) year Term Period and before the end of the one (1) year Term Period extension no termination liability charges will apply.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: Customer with a $4,200 monthly recurring charge terminates service after one (1) year and has twenty-four (24) months remaining in a three (3) year term plan. The termination liability would be calculated as:

$4,200 X 24 X 50% = $50,400 termination liability charge.

(N)

(N)

22. Pricing Flexibility Contract Offerings

22.66 Contract Offer No. 66– OC-12 Point-to-Point Service Offer

22.66.1 General Description

OC-12 Point-to-Point Service Offer is an access discount plan that permits customers located in Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates listed in Section 22.66.5 for new OC-12 Point-to-Point Service that meet the eligibility criteria listed in Section 22.66.2 (B), below. This contract offering is available in the MSAs listed in Section 22.66.3 (A).

Contract Offer No. 66 is only available for subscription June 4, 2005 through July 4, 2005. This offer is not renewable.

22.66.2 Subject Services Available Under Contract Offer No. 66

Contract Offer No. 66 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff section:

- DS1 and DS3 Service – Ameritech Tariff F.C.C. No. 2, Section 7.2.9
- Ameritech OC-12 Point-to-Point Service – Ameritech Tariff F.C.C. No. 2, Section 7.2.10

22.66. 3 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive discounts for the purchase of Subject Services pursuant to Contract Offer No. 66:

(1) Service must be located in Pricing Flexibility Qualified MSAs:
Anderson, Indiana
Indianapolis, Indiana
Kokomo, Indiana
Muncie, Indiana

(2) The Customer must purchase:
One (1) new OC-12 Point-to-Point Service
Five (5) new DS3 Service
Fifty eight (58) new DS1 Service

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

(N)

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

22.66 Contract Offer No. 66– OC-12 Point-to-Point Service Offer (Cont'd)

22.66.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is two (2) years with two (2) one (1) year term extensions, commencing on the date the service order is completed. Billing for Contract Offer No. 66 commences no later than 30 days after the Telephone Company's completion of the access service order, with the billing begin date to be the same as the service order completion date. This offer is not renewable.

The Customer will have the option for up to two (2) one (1) year extensions to this contract upon contract expiration. The Customer must notify the Telephone Company 60 days prior to contract expirations to request an extension.

If the Customer does not choose to extend this Contract Offer as described above at the expiration of the Term Period, the Customer may choose from the payment options as described in Ameritech Tariff F.C.C. No. 2 Section 7 for OC-12 Point-to-Point Service, DS3 Service and DS1 Service.

If, at the expiration of the Term Period, the Customer elects to continue service and does not select either to extend or a payment option as described in the Ameritech Tariff F.C.C. No. 2, Section 7, Subject Services will be converted to the prevailing applicable monthly rates.

Rate stability under Contract Offer No. 66 applies only to the rates specific to this Contract Offer as outlined in Section 22.66.5. Purchase of the Subject Services listed above are also subject to certain rates, charges and general terms and conditions in other sections of Ameritech F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in this Contract Offer.

(B) Contract Offer No. 66 is only available June 4, 2005, through July 4, 2005;

(C) Contract Offer No. 66 discounted rates, as described in Section 22.66.5, must be for new installations only;

(D) In order to subscribe to Contract Offer No. 66, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.;

(E) If the Customer should discontinue service under Contract Offer No. 66 during the Term Period, termination charges will apply in accordance with Section 22.66.6;

(F) The Customer must subscribe to the services available under this Contract Offer No. 66 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service; (N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.66 Contract Offer No. 66– OC-12 Point-to-Point Service Offer (Cont'd)

22.66.4 Terms and Conditions (Cont'd)

(G) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(H) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 66, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(I) The Customer will not be able to subscribe to any other Contract Offering in Section 22 in conjunction with Contract Offer No. 66 that might be offered by the Telephone Company now or in the future for services covered under this Contract Offer 66;

(J) The DS1 and DS3 Services must terminate on the OC-12 PTP located in the Indianapolis MSA; and

(K) Subject Services under this Contract Offer will not be eligible for additional discounts under the Managed Value Plan (MVP) offering in Section 19. This Contract Offer No. 66 cannot be combined with any other promotional, contract or discount offer.

22.66.5 Rates and Charges

The Customer must pay the following Monthly Recurring Charge (MRC) in Table A for the new OC-12 Point-to-Point Service, DS3 Service, and DS1 Service:

Table A

Service	QTY	Unit Price	MRC
OC-12 Pt to Pt	1	$ 3677.35	$ 3,677.35
DS3 Multiplexer	5	$ 264.53	$ 1,322.65
DS1	58	$ 198.00	$ 11,484.00
			$ 16,484.00

All Non-recurring charges for the OC-12, DS1, and DS3 services will be waived.

The Customer may add additional DS1s within the first twelve months of the term period and receive the rates as specified in the Table B. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.66 Contract Offer No. 66– OC-12 Point-to-Point Service Offer (Cont'd)

22.66.5 Rates and Charges (Cont'd)

Table B

Additional Features	Unit Price	NRC
DS1 – 0 – 50 miles	$ 198.00	$ 0.00
DS1 – over 50 miles	$ 260.00	$ 0.00

22.66.6 Termination Liability

The termination language contained below applies in lieu of termination liability language contained in Section 7.4.10 (C). If the Customer terminates Subject Services before the completion of the Term Period for any reason**,** the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the terms and conditions of this Contract Offer. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below.

The Customer's termination liability charges shall be equal to:

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

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a $16,000 monthly rate terminates service after one year and has twelve months remaining in a two year term plan. The termination liability would be calculated as:

$16,000 X 12 X 50% = $96,000 termination liability charge.

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.67 Contract Offering No. 67 – Access Advantage Plus Transport Service – One Year Term

22.67.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(2) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(3) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.67 Contract Offering No. 67 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.67.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Champaign-Urbana, Chicago, Decatur, Peroria/Pekin, Rockford, Springfield, IL; Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Muncie, South Bends, IN; Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing MI; Akron, Cleveland-Lorain-Elyria, Columbus, Toledo, OH; Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.67 Contract Offering No. 67 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.67.2 Contract Terms

(A) Contract Offering No. 67 is available during the purchase period, which begins June 8, 2005 and ends December 8, 2005.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 67.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 67 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.67 Contract Offering No. 67 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.67.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of the initial order or of subsequent service rearrangement(s) is one half of the specified nonrecurring charge as reflected in 22.67.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 67 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 67 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 67 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 67 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 67.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 67 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.67.2 (K). (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.67 Contract Offering No. 67 – Access Advantage Plus Transport Service –One Year Term (Cont'd)

22.67.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 67 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 67 terminated and the termination charges described in 22.67.2 (I) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 22.67.3 (B).

(K) The customer may elect to discontinue Contract Offering No. 67 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.67.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 67 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 67, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 67.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.67 Contract Offering No. 67 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.67.2 Contract Terms (Cont'd)

(L) (Cont'd)

Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service-Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 67 terminated. If Contract Offering No. 67 is terminated during the initial contract term, the termination charges described in 22.67.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.67.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.67.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.67.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.67 Contract Offering No. 67 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

22.67.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.68 Contract Offering No. 68 – Access Advantage Plus Transport Service – Two Year Term

22.68.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(L) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.68 Contract Offering No. 68 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.68.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(M) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Champaign-Urbana, Chicago, Decatur, Peroria/Pekin, Rockford, Springfield, IL; Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Muncie, South Bends, IN; Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing MI; Akron, Cleveland-Lorain-Elyria, Columbus, Toledo, OH; Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

(N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.68 Contract Offering No. 68 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.68.2 Contract Terms

(A) Contract Offering No. 68 is available during the purchase period, which begins June 8, 2005 and ends December 8, 2005.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 68.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 68 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3. (N)

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22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.68 Contract Offering No. 68 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.68.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.68.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(N) The initial contract term for Contract Offering No. 68 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(O) At the conclusion of the initial contract term, Contract Offering No. 68 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 68 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 68 upon thirty days written notice any time following the completion of the initial contract term.

(P) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(Q) No other discount pricing plans apply.

(R) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 68.

(S) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 68 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.68.2 (K). (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.68 Contract Offering No. 68 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.68.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 68 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(T) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 68 terminated and the termination charges described in 22.68.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 68 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.68.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 68 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 68, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 68.

(U) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service- (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.68 Contract Offering No. 68 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.68.2 Contract Terms (Cont'd)

(V) (Cont'd)

Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 68 terminated. If Contract Offering No. 68 is terminated during the initial contract term, the termination charges described in 22.68.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.68.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.68.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.68.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.68 Contract Offering No. 68 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

22.68.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$310.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.69 Contract Offering No. 69 – Access Advantage Plus Transport Service – Three Year Term

22.69.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 Service. AA+ Transport Service provides the customer with an DS1 Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Multiplexer Cross Connections (MCC) as described below.

An AA+ Transport Service Node is a Telephone Company hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Multiplexer Cross Connections, which are described in 7.2.9(B)(4)(j).

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 326 Kbps of capacity.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.69 Contract Offering No. 69 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.69.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Champaign-Urbana, Chicago, Decatur, Peroria/Pekin, Rockford, Springfield, IL; Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Muncie, South Bends, IN; Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing MI; Akron, Cleveland-Lorain-Elyria, Columbus, Toledo, OH; Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.69 Contract Offering No. 69 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.69.2 Contract Terms

(A) Contract Offering No. 69 is available during the purchase period, which begins June 8, 2005 and ends December 8, 2005.

(B) Sections 2, 4, 5, 13 and 17 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 69.

(1) The Administrative Charge described in 5.1.1 does not apply during the initial contract term. The Administrative Charge applies during a renewal term. The Design and Central Office Connection Charge and the Customer Connection Charge described in 5.1.1 do not apply during the initial contract term or during a renewal term.

(2) Service date intervals as described in 5.2.1 for the initial installation of AA+ Transport Service and requests to rearrange or add Multiplexer Cross Connections associated with an existing AA+ Transport Service are negotiated intervals.

(3) The Service Date Change Charge described in 5.2.2 (A), the Design Change Charge described in 5.2.2 (C), and the Expedited Order Charge described in 5.2.2 (D) do not apply during the initial contract term. The Service Date Change Charge, the Design Change Charge, and the Expedited Order Charge apply during a renewal term.

(4) The Minimum Period, as described in 2.4.2 and 5.2.5, for Contract Offering No. 69 is the initial contract term.

(5) Minimum Period Charges described in 2.4.2 and 5.2.6 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus services that are cross connected to AA+ Transport Service, including Integrated Voice Access Lines and Integrated Voice Access Trunks associated with DTS-E Module 4, as well as other DTS-E switched services associated with Modules 1, 2, and 3. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.69 Contract Offering No. 69 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.69.2 Contract Terms (Cont'd)

(B) (Cont'd)

(7) The Partial Cancellation Charge described in 5.2.2(B) and the Access Order Cancellation Charge described in 5.2.3 do not apply. The charge for the full or partial cancellation of subsequent service rearrangement(s) is one half of the nonrecurring charge as reflected in 22.69.3 (B).

(C) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.1.1.

(D) The initial contract term for Contract Offering No. 69 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(E) At the conclusion of the initial contract term, Contract Offering No. 69 will be automatically renewed for successive one-month renewal terms. The customer may terminate Contract Offering No. 69 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 69 upon thirty days written notice any time following the completion of the initial contract term.

(F) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(G) No other discount pricing plans apply.

(H) AA+ Transport Service promotions offered in Section 17 may apply to Contract Offering No. 69.

(I) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 69 prior to the expiration of the initial contract term, a termination charge applies, except as described in 22.69.2 (K). (N)

ACCESS SERVICE

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.69 Contract Offering No. 69 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.69.2 Contract Terms (Cont'd)

(I) (Cont'd)

The termination charge for Contract Offering No. 69 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(J) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 69 terminated and the termination charges described in 22.69.2 (I) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(K) The customer may elect to discontinue Contract Offering No. 69 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 22.69.2 (I) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 69 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 69, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 69.

(L) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus services and will be maintained during the initial contract term and all renewal terms. These services may include Integrated Voice Access Lines and Integrated Voice Access Trunks associated with Digital Transport Service- (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.69 Contract Offering No. 69 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.69.2 Contract Terms (Cont'd)

(L) (Cont'd)

Enhanced (DTS-E) Module 4 (Access Advantage Plus), as well as other DTS-E switched services associated with Modules 1, 2, and 3. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 69 terminated. If Contract Offering No. 69 is terminated during the initial contract term, the termination charges described in 22.69.2 (I) apply.

(M) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(N) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Multiplexer Cross Connections to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 22.69.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(O) A failure to meet the negotiated service intervals described in 22.69.2 (B) will result in a customer credit of the applicable nonrecurring charges identified in 22.69.3 (B). This guarantee does not apply to any installation in which the end user's designated premises is inaccessible, the customer is not ready to accept service, or building facilities are not ready. (N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.69 Contract Offering No. 69 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

22.69.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Multiplexer Cross Connections.

(b) A nonrecurring charge applies on a "per DS0 multiplexer cross connect" basis to service rearrangements that add or rearrange Multiplexer Cross Connections associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.4.3.

(B) Rates and Charges

	Monthly Rate	**Nonrecurring Charge**	**CRIS USOC**	**CABS USOC**
Initial Contract Term	$200.00	$0.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$100.00	NR9DT	N/A
Special Access Surcharge	$ 25.00	N/A	S25	S25

(N)

22. Pricing Flexibility Contract Offerings (N)

22.70 Contract Offer No. 70 – DS1, DS3 and OCN PTP Service Offer

22.70.1 General Description

DS1, DS3 and OCN PTP Service Offer (Contract Offer No. 70) is an access discount plan that offers Customers located in Phase 1 and Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs), listed in Section 22.70.2 (A) (2), to pay the rates described in Section 22.70.8 for existing and new DS1 and DS3 special access services upon subscription to this Contract Offer. Contract Offer No. 70 is available to any Customer with at least $3,000,000 in cumulative annual revenue for subject services as described in Section 22.70.2 (B). The Customer must meet the eligibility criteria as set forth in Section 22.70.2 and also must comply with the terms and conditions set forth in Section 22.70.3.

Contract Offer No. 70 requires that the Customer maintain a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year Term Period. In the event the Customer does not meet its MARC as of each anniversary date of each term year, Customer must remit a shortfall payment through the Annual True-up Process set forth in Section 22.70.5 (E). Notwithstanding the obligation to pay such shortfall, if the Customer does not comply with Section 22.70.5 (E), termination liability charges, in accordance with Section 22.70.9, shall apply.

Contract Offer No. 70 is only available only from July 2, 2005 through August 2, 2005.

22.70.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive discounts under Contract Offer No. 70:

(1) Service must be a pricing-flexibility-qualified access service, described in Section 22.70.2(B);

(2) Service must be in one of the following Pricing Flexibility MSAs: Columbus, OH; Akron, OH; Cleveland, OH; Dayton, OH; and Toledo, OH;

(3) Customer must have a minimum of $3,000,000 in cumulative annual recurring revenue for DS1, DS3 and Optical Carrier Network (OCN) Point-to-Point Services in the following SBC Company: Ameritech. (N)

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

22.70 Contract Offer No. 70 – DS1, DS3 and OCN PTP Service Offer (Cont'd)

22.70.2 Eligibility Criteria (Cont'd)

(B) Contract Offer No. 70 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Ameritech DS1/DS3 Service - Ameritech Tariff F.C.C. No 2, Section 7.5.9 for Phase 1, and Section 21.5.2.7 for Phase 2 MSA's

(2) Ameritech Optical Carrier Network (OCN) Point-To-Point Service (OC-3 / OC-3c / OC-12 / OC-12c / OC48 / OC48c / OC192) - Ameritech Tariff F.C.C. No 2, Section 7.5.10 for Phase 1, and Sections 21.5.2.9 and 21.5.2.8 for Phase 2 MSAs.

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

22.70.3 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) is five (5) years, commencing on the date the Telephone Company receives the completed Letter of Subscription (LOS) from the Customer. This offer is not renewable.

If the Customer elects to continue services at the expiration of the Term Period, the Customer may select from payment options in Sections 7.5.9 and 7.5.10 for Phase 1 MSAs, and Sections 21.5.7, 21.5.2.8 and 21.5.2.9 for Phase 2 MSAs.

If, at the expiration of the Term Period, the Customer does not elect a payment option as described above, the Subject Services under this Contract Offer will be converted to the prevailing monthly extension rates found in Sections 21.5.2.7 (C), 21.5.2.8 and 21.5.2.9 for Phase 2 MSAs.

Rate stability under this Contract offer applies only to the rates specific to Contract Offer No. 70. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.70 Contract Offer No. 70 – DS1, DS3 and OCN PTP Service Offer (Cont'd)

22.70.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer No. 70 is available only from July 2, 2005 through August 2, 2005;

(2) To subscribe to Contract Offer No. 70, the Customer must submit a Letter of Subscription to the Telephone Company;

(3) If the Customer should discontinue service under Contract Offer No. 70 during the Term Period, termination liability charges will apply in accordance with Section 22.70.9;

(4) If the Customer requests modifications to the Contract Offer No. 70 network design originally constructed for the Customer under Contract Offer No.70, the Customer must pay the Telephone Company time and material charges for each modification, as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(5) If the Customer requests additional service features and functions not included in 22.70.2.(B), the Customer must pay the applicable tariff rates for those additions as contained in Section 21-Metropolitian Statistical Area Access Services;

(6) The Customer cannot subscribe to or include Subject Services subscribed to under this Contract Offer in any other contract offering;

(7) Subject Services under this Contract Offer will not be eligible for additional discounts under the Managed Value Plan (MVP) offering in Section 19;

(8) Purchase of the Subject Services listed above under this Contract Offer are also subject to general terms and conditions of FCC Tariff No.2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the term of the service; and

(9) The Customer must be current on billing for existing services within 60 days after subscribing to this Contract Offer, and must remain current throughout the Term Period.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.70 Contract Offer No. 70 – DS1, DS3 and OCN PTP Service Offer (Cont'd)

22.70.4 Portability of Existing Subject Services

The Telephone Company will waive otherwise applicable termination liability charges for moves and/or disconnection of existing Subject Services, provided that the Customer complies with the terms and conditions of this Contract Offer, including, but not limited to, Sections 22.70.3 and 22.70.5. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for those charges on a quarterly basis. To receive the credits or a waiver of termination liability charges for such moves and/or disconnects, the following conditions must be met:

(A) The Customer must be in compliance with all terms and conditions of this Contract Offer;

(B) DS3, OC-3 and OC-12 Point-to-Point services must have been in service for a minimum of one (1) year from the original installation date;

(C) OC-48 and OC-192 Point-to-Point services must have been in service for a minimum of three (3) years from the original installation date; and

(D) If the Customer fails to meet the MARC on a contract anniversary date pursuant to Section 22.70.5, fails to pay the Annual True-up as defined in Section 22.70.5 (E), or otherwise terminates this Contract Offer prior to the end of the Term Period, the Customer must pay the previous 12 months termination liability charges previously waived or credited by the Telephone Company.

22.70.5 Minimum Annual Revenue Commitment (MARC)

(A) Establishment of the MARC

The Customer must establish and maintain a MARC as provided in this Contract Offer. The MARC for the first year of the Term Period (Year 1) will be established when the Telephone Company receives the Letter of Subscription (LOS) from the Customer. For purposes of calculating the MARC for Year 1, recurring annual revenue for all existing and new Subject Services pursuant to this Contract Offer shall be included in the calculation of the Year 1 MARC.

(B) Determining the Minimum Annual Revenue Commitment

(1) The MARC shall be calculated as the sum of the recurring revenue for all Subject Special Access Services of the previous three (3) months of the contract year, multiplied by four(4).
(2) Example: Customer achieves $1,000,000 in previous three months of the contract year. The $1,000,000 is multiplied by 4 for a new MARC of $4,000,000.

$1,000,000 X 4 = $4,000,000

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.70 Contract Offer No. 70 – DS1, DS3 and OCN PTP Service Offer (Cont'd)

22.70.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Determining the Minimum Annual Revenue Commitment (Cont'd)

(3) The Customer's MARC for Year 1 shall be $3,000,000, or the MARC as calculated for the year prior (previous 3 months times 4) to the effective date of this Contract Offer, whichever is greater.

(4) The MARC for Years 2, 3, 4, and 5 will be reviewed and re-established on an annual basis, effective on the Contract anniversary dates.

If, for any year, the recalculated MARC is greater than the previous year's MARC, the newly recalculated MARC will apply. If the recalculated MARC is less than the previous year's MARC, the previous year's MARC will carry over for the new year.

Example of Year 2 MARC Establishment: Customer's Year 1 MARC is established at $3,000,000. At the end of Year 1, the total recurring revenue of the previous 3 months totaled $1,000,000. Multiply that number by 4, and the Customer's Year 2 MARC equals $4,000,000.

$1,000,000 X 4 = $4,000,000

(C) Failure to Achieve the MARC

If the Customer fails to achieve the Annual MARC for any year of the Term Period, the Customer must pay the difference between the Annual MARC for the current term year and the actual recurring annual revenue for the Qualifying services as set forth in the True-up process as described in Section 22.70.5 (E) within thirty (30) days of notification by the Telephone Company.

(D) Discounts and Other Credits

If the Customer exceeds the MARC by 10 percent upon the Term Period annual anniversary date, then the Customer will be eligible for a 2 percent credit of recurring annual revenue. If the Customer exceeds MARC by 15 percent, then the Customer will be eligible for a 3 percent credit of said annual revenue. If Customer exceeds the MARC by 20 percent, then the Customer will be eligible for a 5 percent credit of recurring annual revenue. If the Customer exceeds the MARC by 25 percent, then the Customer will be eligible for a 7 percent credit of recurring annual revenue. Said annual credits will be applied to Customer's bill within sixty (60) days after determination of MARC.

Exceed MARC upon annual anniversary date – Percentage	Eligible Credit
0	0%
10%	2%
15%	3%
20%	5%
25%	7%

(N)

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

22.70 Contract Offer No. 70 – DS1, DS3 and OCN PTP Service Offer (Cont'd)

22.70.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(E) Annual True-up

The Telephone Company shall conduct an Annual True-up upon the anniversary date of each term year of this Contract Offer based on the Customer's MARC commitment. If the Customer fails to achieve the annual MARC Commitment as of the anniversary date, the Customer will be notified by the Telephone Company and will be required to remit an Annual True-up payment to reach the MARC commitment. The True-up calculation will be performed as follows:

Annual MARC – Actual Annual recurring revenues for Subject Services = Annual True-up Amount

If the Customer fails to submit its Annual True-Up payment to the Telephone Company within 30 days after notification from the Telephone Company, the Customer shall be deemed to have terminated its Contract Offer No. 70, and termination charges will apply as set forth in Section 22.70.9.

22.70.6 Assignment and Transfer

(A) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 70 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

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

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.70 Contract Offer No. 70 – DS1, DS3 and OCN PTP Service Offer (Cont'd)

22.70.7 Mergers and Acquisitions

In the event that the Telephone Company, or the corporate parent of the Telephone Company, or any affiliate of the Telephone Company or its corporate parent, in whole or in part, merges with, acquires, 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), and the Customer purchases special access services from the other company, then the following terms and conditions will apply:

(A) If the Customer purchases any interstate special access services from the merged or acquired company, and such special access services are or become eligible for pricing flexibility, the Customer may include those special access services in this Contract Offer, subject to any terms or conditions of any contracts or tariffs pursuant to which the Customer is purchasing such special access services prior to the merger or acquisition, including any terms or conditions regarding termination liability. If the Customer chooses to include the services subject to the merger or acquisition in this Contract Offer, they shall become Contributory Subject Services within the meaning of this Contract Offer at the time they are included in this Contract Offer. At the time such Contributory Subject Services are included in this Contract Offer, the MARC shall be recalculated, including both the recurring annual revenues of the Contributory Services provided to the Customer prior to the merger or acquisition and the recurring annual revenues of the additional Contributory Subject Services previously provided by the merged or acquired Company.

(N)

.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.70 Contract Offer No. 70 – DS1, DS3 and OCN PTP Service Offer (Cont'd)

22.70.8 Rates and Charges

(A) DS1 and DS3 Rates :

The tables below contain the discounted rates for Contract Tariff No. 70. The Customer must pay the following Monthly Recurring Charge (MRC) for the Subject Services as described above. Unless noted otherwise rates are inclusive for all zones.

DS1 Rate per Circuit	Circuit Miles	60 month term
Channel Termination/LDC and applicable Mileage	0 Miles	$113
	1-10 Miles	$180
	11-20 Miles	$225

DS3 Interoffice Transport Rate Elements	60 month term
CMT/LDC – Zone 1	$375
CMT/LDC– Zone 2	$400
CMT/LDC – Zone 3 - 5	$425
CM – Variable (per mile) All zones	$33.15
Muxing (DS3 to DS1)	$427.50

All Expanded Interconnection Services Cross Connects (EISCC), or other cross connects, are billed at existing Tariff rates.

The Telephone Company shall waive the following Non-Recurring charges NRCs) associated with the conversion of qualifying DS1, DS3 and OCN Point to Point Services for Customers subscribed to Contract Offer No. 70.

(1) Design and Central Office Connection Charge per circuit, Section 7.4.2; and

(2) Customer Connection Charge per termination, Section 7.4.2

Non-Recurring charges apply for purchases of qualifying DS1, DS3, and OCN Point to Point services for Customers subscribing to Contract Offer No. 70.

(B) Any rate elements not described herein will continue to be billed at tariff rates as described in Metropolitan Statistical Area (MSA), Section 21 or Section 7.

(N)

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

22.70 Contract Offer No. 70 – DS1, DS3 and OCN PTP Service Offer (Cont'd)

22.70.9 Termination Liability

(A) If the Customer terminates Contract Offer No. 70, the termination liability language contained below applies in lieu of the termination liability language described in Section 7. The Customer must pay to the Telephone Company termination liability charges as described below if the Customer terminates this Contract Offer before the completion of the term period for any reason, or if the Customer is not in compliance with Terms and Conditions in Section 22.70.3. These charges shall become due as of the effective date of the termination and are payable within 30 days of the invoice date. In addition, the Customer shall be liable for waived termination charges as described in Section 22.70.4.

The Customer's termination liability charges for termination of service shall be equal to 50% of all monthly recurring charges for the balance of the Customer's five (5) year Term Period, and will be calculated as follows:

Monthly Recurring Charges x Months remaining in Term Period x Termination Liability Percentage of 50% = Termination Liability

(B) In addition, if any termination liability has been waived subject to the portability provision set forth in Section 22.70.4 of this Contract Offer within 12 months prior to the termination of the Contract Offer, such previously waived termination liability charges will also apply.

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

$200,000 X 24 months X 50% = $2,400,000 Termination Liability

If the Telephone Company previously waived termination liability pursuant to the portability provision in Section 22.70.4 of this Contract Offer in the amount of $320,000, then the additional termination liability would be calculated as:

$2,400,000 + $320,000 = $2,720,000 Total Termination Liability

(N)

22. Pricing Flexibility Contract Offerings

22.71 Contract Offer No. 71 – OC-48 Ring Renewal Offer

22.71.1 General Description

Contract Offer No. 71 – OC-48 Ring Renewal Offer is an access discount pricing plan that provides the Customer with discounted rates for renewal of four (4) existing OC-48 Dedicated Rings. Qualified services under Contract Offer No. 71 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA), as described in Section 22.71.3. Contract Offer No. 71 is available for subscription July 15, 2005 through August 15, 2005. This Contract Offer is not renewable.

22.71.2 Subject Services Available under Contract Offer No. 71

This Contract Offer applies to access services that qualify for pricing flexibility (hereafter referred to as Subject Services), as provided in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Section 21.5.2.9.

All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by Ameritech Tariff F.C.C. No. 2, except as noted herein.

22.71.3 Eligibility Criteria

The following eligibility criteria must be met in order that Subject Services be provided under this Contract Offer:

(A) The Subject Services must be located in the following Pricing Flexibility MSAs: Chicago, IL; Cleveland/Lorain/Elyria, OH; Indianapolis, IN; Milwaukee/Waukesha, WI

(B) The Customer's existing OC-48 Dedicated Rings:

(1) Must be configured with only one (1) central office node and only one (1) customer premise node; and

(2) Must have completed at least ninety (90) percent of the original term plan agreements with the Telephone Company.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.71 Contract Offer No. 71 – OC-48 Ring Renewal Offer (Cont'd)

22.71.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is three (3) years. The Effective Date of the Term Period is the date the Telephone Company completes the Letter of Subscription from the Customer.

Upon the expiration of the Term Period the Customer may choose from the applicable payment options in Ameritech Tariff F.C.C. No. 2. If the Customer does not elect a payment option, the Subject Services provided under this Contract Offer will be subsequently provided under the prevailing applicable monthly extension rates found in Ameritech Tariff F.C.C No. 2, Section 21.5.2.9.

(B) Contract Subscription

(1) This Contract Offer is available for subscription July 15, 2005 through August 15, 2005.

(2) To subscribe to this Contract Offer the Customer must meet all eligibility criteria as outlined in Section 22.71.3 and submit a Letter of Subscription (LOS) to the Telephone Company.

(C) General

(1) Customer must renew one (1) OC-48 Dedicated Ring in each MSA listed in Section 22.71.3 (A), not to exceed a total of four (4) OC-48 Dedicated Rings.

(2) The Subject Services provided under this Contract Offer shall also be subject to certain rates, charges and general terms and conditions as set forth in Ameritech Tariff F.C.C. No. 2, Sections: 2-General Regulations, 5-Ordering Options for Switched and Special Access Service, and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period, however, such tariff modifications will not change the terms and conditions described in this Contract Offer.

(3) If the Customer should discontinue service under this Contract Offer during the Term Period, a termination charge will apply in accordance with Section 22.71.8 for the discontinued services.

(4) The Customer may not include Subject Services provided under this Contract Offer in any other promotional tariff, contract offer, or other discount plan concurrently with this Contract Offer.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.71 Contract Offer No. 71 – OC-48 Ring Renewal Offer (Cont'd)

22.71.5 Assignment and Transfer

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

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.71.6 Mergers and Acquisitions

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

22. Pricing Flexibility Contract Offerings (Cont'd)

22.71 Contract Offer No. 71 – OC-48 Ring Renewal Offer (Cont'd)

22.71.7 Rates and Charges

The Customer must pay the following Monthly Recurring Charge (MRC) for each rate element that comprises the Subject Services provided under this Contract Offer.

Rate Elements	Applicable USOC	MRC
Customer Premise Node	FP5EX	$5,359.90
Central Office Node	FC5EX	$4,768.40
Mileage – per mile between nodes	1L5XX	$236.60
Add/Drop Capability	MPEFX	$1,064.70
DS3 Port	SPRKX	$109.20
OC-3 Port	SPRJX	$50.00
OC-12 Port	SPRHX	$341.25

Any rate elements not described herein, or any rate elements added to Subject Services after the effective date of the Term Period, will be subject to the rates and charges outlined in Ameritech Tariff F.C.C. No. 2, Section 21.5.2.9.

22.71.8 Termination Liability

The termination liability language contained below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2. If the Customer requests termination of this Contract Offer, or requests termination of individual Subject Services provided under this Contract Offer, or is not in compliance with the Terms and Conditions of this Contract Offer, the Customer will be liable for a termination charge. This charge shall become due as of the effective date of the termination and is payable within 30 days of the billing invoice date.

The termination charge shall be equal to 50% of the recurring charges for the balance of the Term Period and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (months remaining in Term Period) multiplied by (termination liability percentage of 50%) = Termination Charge

Example: Customer has $200,000 in recurring charges. If the service is terminated after twelve (12) months and has twenty-four (24) months remaining in a thirty-six (36) month Term Period, the termination charge would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Charge

22. Pricing Flexibility Contract Offerings (N)

22.72 Contract Offer No. 72 – Special Access Offer

22.72.1 General Description

Contract Offer No. 72 – OC3 Transport Service Offer is an access discount pricing plan that provides the Customer with discounted rates for qualified new services. Qualified services under Contract No. 72 are available only in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSA) described in Section 22.72.2 (A). This Contract Offer is available from July 27, 2005 through August 27, 2005. This offer is not renewable.

All terms and conditions for the services provided under this Contract Offer are governed by Ameritech Operating Companies (Ameritech) F.C.C. Tariff No. 2, except as noted herein.

22.72.2 Eligibility Criteria

The following eligibility criteria must be met to purchase pricing flexibility qualified services (hereafter referred to as Subject Services) under this Contract Offer:

(A) Subject Services must be located in the following Pricing Flexibility MSA: Chicago, IL; and

(B) Subject Services must be provided in Ameritech Tariff F.C.C. No. 2, Section 21.5.2.8 – Optical Carrier Network (OCN) Point-to-Point Service, OC-3/OC-3c Service; and

(C) Customer must provide documentation that an equivalent Subject Services is currently provided or can be provided by another carrier other than the Telephone Company. Documentation may include, but is not limited to circuit detail records, invoices or service proposals. (N)

ACCESS SERVICE

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.72 Contract Offer No. 72 – Special Access Offer (Cont'd)

22.72.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is for 1 year commencing on the date the Telephone Company provides the service to the Customer.

Upon completion of the Term Period, the Subject Services will be subsequently provided under the applicable monthly extension rates as found in Ameritech F.C.C. No. 2.

(B) Subscription

(1) This Contract Offer is available for subscription from July 27, 2005 through August 27, 2005.

(2) To subscribe to this Contract Offer the Customer must meet the eligibility criteria of this Contract Offer and submit a Letter of Subscription (LOS) to the Telephone Company.

(C) General

(1) The customer must purchase one new OC-3c, OCN Point-to-Point Service within thirty (30) days of subscription to this Contract Offer.

(3) The Customer will not be able to include Subject Services provided under this Contract Offer in any other promotional tariff, contract offer, or other discount plan simultaneously with this Contract Offer.

(4) Commingling, as defined in Ameritech F.C.C No. 2, Section 2.6, of Subject Services under this Contract Offer is prohibited.

(5) If the Customer should discontinue service under this Contract Offer during the Term Period, a termination charge will apply in accordance with Section 22.72.7, for the discontinued services.

(N)

ACCESS SERVICE (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.72 Contract Offer No. 72 – Special Access Offer (Cont'd)

22.72.4 Assignment and Transfer

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

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, (e.g. Standard and Poor's) but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.72.5 Mergers and Acquisitions

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

ACCESS SERVICE

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.72 Contract Offer No. 72 – Special Access Offer (Cont'd)

22.72.6 Rates and Charges

The Customer must pay the following Monthly Recurring Charge (MRC) for each rate element that comprises the Subject Services provided under this Contract Offer.

Rate Elements	Applicable USOC	MRC
Local Distribution Channel – per point of termination	TMECS	$1,607.00
Channel Mileage Termination – per point of mileage termination	CM6	$393.96
Channel Mileage – per Mile	1L5XX	$208.75
Cross Connect	CXCMX	$104.00
1+1 Protection – per point of termination	P8T	$48.45

Any rate elements not described herein or any rate elements added to Subject Services after the effective date of the Term Period will be subject to the applicable rates and charges outlined in Ameritech F.C.C. No. 2.

22.72.7 Termination Liability

This termination liability language applies in lieu of termination liability language contained in Ameritech Tariff F.C.C. No. 2. If the Customer requests termination of this Contract Offer or is not in compliance with the Terms and Conditions of this Contract Offer, the Customer will be liable for a termination charge. This charge shall become due as of the effective date of the termination and is payable within 30 days of the invoice date.

The termination charge shall be equal to 50% of the recurring charges for the balance of the Term Period and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (months remaining in Term Period) multiplied by (termination liability percentage of 50%) = Termination Charge

Example: Customer has $200,000 in recurring charges. If the service is terminated after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month term period, the termination charge would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Charge (N)

(N)

22. Pricing Flexibility Contract Offerings

22.73 Contract Offering No. 73 – 2005 Access Extension Offer

(N)
(Nx)

22.73.1 General Description

Contract Offer No. 73 – 2005 Access Extension Offer is an access discount plan for which subscription is required to the following access tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Nevada Bell Telephone Company Tariff F.C.C. No. 1, The Southern New England Telephone Company Tariff F.C.C. No. 39, and Pacific Bell Telephone Company Tariff F.C.C. No. 1. (Ameritech, Southwestern Bell Telephone Company, Nevada Bell Telephone Company, The Southern New England Telephone Company, and Pacific Bell Telephone Company shall be identified herein as the Qualified Companies). To be eligible for discounts under this Contract Offer, the Customer must meet the Eligibility Criteria set forth in Section 22.73.2, and also must comply with all terms and conditions of this Contract Offer.

(Nx)
(N)

Contract Offer No. 73 requires eligible customers to establish and maintain a Total Revenue Commitment (TRC), as described in Section 22.73.6 following. The TRC shall include all Contributory Services purchased from the Qualified Companies eligible under this Contract Offer. Contributory Services include Contributory Subject Services, as listed in Section 22.73.5, Table 3, herein, in addition to Contributory Non-Subject Services (that are not Contributory Subject Services), as described in Section 22.73.5, Table 4, herein. Contributory Non-Subject Services shall not be eligible for discounts or other incentives provided under this Contract Offer. All Contributory Services described in Section 22.73.5 must be purchased through the SBC wholesale sales channel (SBC Industry Markets).

(N)

(x) Issued under Authority of Special Permission No. 05-037 of F.C.C.

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

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.2 Eligibility Criteria

The following eligibility criteria must be met to subscribe to Contract Offer No. 73:

(A) Managed Value Plan (MVP) Subscription (N) (Nx)

(1) At the time of subscription to this Contract Offer, the Customer must have MVP agreements pursuant to

(a) SWBT Tariff F.C.C No. 73, Section 38; and
(b) Ameritech Tariff F.C.C. No. 2, Section 19; and
(c) Pacific Bell Tariff F.C.C No. 1, Section 22. (Nx)

(2) The Customer must maintain eligibility under all MVP agreements until they expire.

(3) Such MVP agreements must all be expiring in 2005.

(B) Customer must have billed revenue from Contributory Services, as listed in Section 22.73.5, net of all discounts, credits, and adjustments equal to or greater than 86.6 percent of 2004 Gross Spend rounded to the nearest million times 7/12's as of August 1, 2005, or must buy up to that amount no later than 60 days after August 1, 2005 in order to qualify and remain qualified for Contract Offer No. 73. (N) (Nx)

(C) Concurrent Subscription

The Customer must concurrently subscribe to the identical Contract Offer of Contract Offer No. 73 pursuant to the following tariffs:

(1) SWBT Tariff F.C.C No. 73, Section 41, Contract Offer No. 54;
(2) Pacific Bell Tariff F.C.C No. 1, Section 22, Contract Offer No. 65;
(3) Nevada Bell Tariff F.C.C. No. 1, Section 23, Contract Offer No. 4; and
(4) The Southern New England Telephone Company Tariff F.C.C. No. 39, Section 25, Contract Offer No. 18. (Nx)

(D) Discounts applied under Contract Offer No. 73 are applicable for services located in MSA's as listed in Tariff F.C.C. No. 2, Section 21. (N) (N)

(x) Issued under Authority of Special Permission No. 05-037 of F.C.C.

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

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) will begin when the Customer submits a Letter of Subscription (LOS) and will end on December 31, 2005.

(B) Terms and Conditions

(1) The Customer must establish and maintain a TRC as described in Section 22.73.6 following.

(2) Two (2) true-up periods will occur during the Term Period of this Contract Offer:

(a) The first true-up will include all billing with respect to periods from the time of subscription to Contract Offer No. 73 up to and including the final MVP true-up and will take place no later than 30 days after the expiration of the Customer's final MVP regional contract, as described in 22.73.7 (A).

(b) The final true-up will include all billing with respect to periods from the first day following the expiration of the Customer's final MVP contract up to and including December 31, 2005 and will take place no later then 30 days thereafter, as described in 22.73.7(B).

(3) MVP credits will continue to apply, if applicable, as described in F.C.C No. 2, Section 19 until expiration of the MVP agreement. The MVP MATA process (as described in F.C.C No. 2 Section 19.3) will take place as part of the first true-up described in Section 22.73.7 herein.

(4) Contract Offer No. 73 is only available for subscription from August 4, 2005 through September 3, 2005.

(5) Any transfer of services from non-SBC wholesale entities/Access Customer Name Abbreviation (ACNA) will require an equivalent increase in the TRC commitment based on the amount of revenue associated with the transferred services. The Customer's maximum Basic Credit Amount will not change as a result of the transfer. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(6) Customer will be eligible to subscribe to contract offers in Section 22 (or any successor section) filed prior to (providing the subscription window is still open) or after Contract Offer No. 73, as long as such contract offers do not reduce the TRC under Contract Offer No. 73, and the Customer qualifies for and adheres to the terms, conditions and eligibility requirements of the contract offer. For any contract offer which states that subscribers under such contract offer are not eligible to combine such contract offer with other contract offers, the Customer will not be permitted to earn any Achievement Credits with respect to such purchases, except that for any contract offer that by its terms states that nonrecurring charges apply under such contract offer, the Customer will not be eligible to earn Basic or Achievement Credits associated with those nonrecurring charges.

(7) Terms and Conditions for Contributory Subject Services, pursuant to other contract offers the Customer is currently subscribed to at the time of subscription to this Contract Offer, shall continue to apply to those Contributory Subject Services covered under the other contract offers.

(8) Contributory Services continue to be governed by the respective terms and conditions (including MVP provisions with respect to services subject to MVP for so long as the Customer's MVP subscription remains in effect) as defined in Tariff F.C.C. No. 2, except as noted herein.

(9) The Customer must subscribe to the services available under this Contract Offer No. 73 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service.

(10) The Customer must submit a completed Letter of Subscription (LOS) to the Qualified Companies as described in 22.73.3(A). (N)

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

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(11) The Customer must maintain an Access Service Ratio equal to or greater than 95 percent. The Access Service Ratio is defined in Section 22.73.4 and will be measured monthly.

(12) The Customer must remit bill payments as described in F.C.C No. 1 Section 2.4.1 for all Contributory Services via electronic payment process. The Qualified Companies will provide Customer with written notice if Customer fails to comply with the requirement. The Customer will have ten (10) business days from receipt of such written notice to comply. If the Customer does not comply, the Qualified Companies shall have the right to terminate this Contract Offer. In the event of termination by the Qualified Companies, termination liability charges as set forth in Section 22.73.11 will apply. Credits, if applicable, will not be issued until the Customer has paid all billed charges

(13) If the Customer discontinues service under Contract Offer No. 73 during the Term Period, termination liability charges will apply in accordance with Section 22.73.11.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.4 Access Service Ratio

(A) As referenced in Section 22.73.4, the Customer and its affiliates must maintain an Access Service Ratio of 95 percent or greater. The ratio, calculated monthly, is the Access Revenue divided by Access Revenue plus Wholesale Revenue. To maintain compliance with this Contract Offer the ratio must be greater than or equal to 95 percent.

The 95-percent ratio is calculated as follows:

$$\frac{\text{Access Revenue}}{\text{Access Revenue + Wholesale Revenue}}$$

(1) Access Revenue is the Customer's and its affiliates' current interstate recurring billed revenue associated with the rate elements, as defined in Table 1 below, or comparable interstate access services, from all Qualified Companies:

Table 1:

Service	General/Basic Description
Voice Grade	7.2.3
Generic Digital Transport (DS0), High Capacity (DS1 and DS3) Services	7.2.9
Optical Carrier Network (OCN)	7.2.10
GigaMAN	7.2.13
Dedicated SONET Ring Service	7.2.11

(2) Wholesale Revenue is the Customer's and its affiliates' recurring billed revenue for associated rate elements, as defined in Table 2 herein, , from all Qualified Companies not included in the interstate or intrastate access tariff(s).

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.4 Access Service Ratio (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

Table 2

Service Level	Associated Rate Elements Not Included in Interstate Tariff
Voice Grade/DS0	**2-wire analog and 2-wire digital loops** **2-wire analog and digital transport**
DS1/LTI	**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/LT3	**DS3 Loop** **DS3 Entrance Facilities** **DS3 Interoffice Transport** **DS3 Cross Connects** **DS1/DS3 Multiplexing** **All DS3 non-tariffed Committed** **Information Rate Broadband Services**
OC-3 **OC-12** **OC-48**	**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 Transport Products	**Dark Fiber – Interoffice** **Dark Fiber – Loop** **Dark Fiber – Subloop** **Dark Fiber Cross Connects** **Unbundled Dedicated Transport**

(3) As new rate elements are introduced to Table 1 in this section, all recurring revenues associated with the new rate elements will automatically be added to the Customer's Access Revenue, as defined in this section, for calculation of the Access Service Ratio.

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.4 Access Service Ratio (Cont'd)

(A) (Cont'd)

(4) As new rate elements are introduced to Table 2 in Section 22.73.4(A)(2), all recurring revenues associated with the new rate elements will automatically be added to the Customer's Annual Wholesale Revenue, as defined in Section 22.73.4(A)(1)preceding, for calculation of the Access Service Ratio.

(5) If the Customer fails to meet the Access Service Ratio in any given month of the Term Period, upon notification from the Qualified Companies, the Customer will have ten (10) business days to notify the Qualified Companies in writing that it will meet or exceed the 95-percent Access Service ratio within 60 days. Failure to achieve compliance in 60 days will constitute a default and Qualified Companies shall have the right to terminate Contract Offer No. 73. In the event of a termination by Qualified Companies, termination liability charges will apply as set forth in Section 22.73.11 following.

Credits will not be issued until the Customer has met the 95 percent Access Service Ratio.

22.73.5 Contributory Services

The TRC shall include all Contributory Services purchased from the Qualified Companies eligible under this Contract Offer. Contributory Services include Contributory Subject Services, as listed in Section 22.73.5, Table 3, herein, in addition to Contributory Non-Subject Services (that are not Contributory Subject Services), as described in Section 22.73.5, Table 4, herein.

Contributory Subject Services and Contributory Non-Subject Services shall together be known as Contributory Services. Customer's TRC includes revenue from all Contributory Services being provided by the Qualified Companies, as listed in Table 3 and 4 below.

Any new Special Access services added to the respective tariffs by Qualified Companies during the Term Period will qualify as Contributory Services and will be deemed to be added to the tables below.

(A) Contributory Subject Services

Contract Offer No. 73 applies to pricing flexibility qualified access services (referred to as Contributory Subject Services) located in pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Tariff F.C.C. No. 2, Section 21. Contributory Subject Services are eligible for discounts and credits under this Contract Offer and are listed in Table 3.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.5 Contributory Services (Cont'd)

(B) Contributory Non-Subject Services

Contributory Non-Subject Services (that are not Contributory Subject Services) shall not be eligible for discounts or other incentives provided under this Contract Offer and are listed in Table 4 below.

Table 3 – Contributory Subject Services

Contributory Subject Services	
Interstate Special Access	VG,DS0,DS1, DS3, OCN PTP, DSRS, SRAS, STN, FGTS, BCS, MON, Gigaman, DAL, Program Audio, Video
Interstate Switched Transport	Entrance Facility, Direct Transport
Includes Recurring and Non-Recurring Charges (including termination charges) associated with the products listed where applicable, except as described in Section 22.73.6 following, for all services located in Pricing Flexibility MSA's.	

Table 4 – Contributory Non-Subject Services

Contributory Non-Subject Services	
Interstate Special Access	VG,DS0,DS1, DS3, OCN PTP, DSRS, SRAS, STN, FGTS, BCS, MON, Gigaman, Opt-E-MAN, DAL, Program Audio, Video
Interstate Switched Transport	Entrance Facility, Direct Transport
Intrastate Special Access	Equivalent services as Interstate Special Access above if available
Includes all Recurring and Non-Recurring Charges (including termination charges) associated with the products listed where applicable, except as described in Section 22.73.6 following, for all non-price flex qualified services.	

All Terms and Conditions for all Contributory Services are governed by their respective tariff sections.

(N)

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

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.6 Calculation of the Total Revenue Commitment (TRC)

The Customer must establish and maintain a Total Revenue Commitment (TRC) as provided in this Contract Offer. Upon subscription, the Customer TRC will be established based on billed revenue from Contributory Services, as listed in Section 22.73.5, net of all discounts, credits, and adjustments as specified in Section 22.73.6(B)(1)(b), equal to 86.6 percent of 2004 Gross Spend rounded to the nearest million times 5/12's.

Example: Customer's 2004 Gross Spend equals $121.3M. 86.6% of $121.3M equals $105M (rounded to the nearest million). 5/12's of $105M equals $43.75M TRC.

$121.3M * 86.6% = $105M/12 = $8.75M * 5 = $43.75M

(A) Gross Spend, as defined in 22.73.6(A)(1),(2),(3),(4), (5), and (6), is calculated by taking the sum of all of the purchases from the Qualified Companies, as described in Section 22.73.5 preceding, based on billed revenue. The Gross Spend is net of all discounts from existing optional payment plans or other tariffs or offers utilized by the Customer as of the date of subscription to this Contract Offer, any renewals, replacements or extensions of the foregoing, and any underlying tariff performance credits, but does not include discounts received under MVP (MARC or SLA credits).

(1) Interstate Special Access recurring charges billed to the Customer associated with services described in Section 22.73.5 Table 3 and 4 preceding.

(2) Interstate Special Access non-recurring charges billed to the Customer (including, but not limited to, items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges) except as noted in 22.73.6(A)(6).

(3) Intrastate Special Access recurring charges billed to the Customer associated with services described in Section 22.73.5 Table 4 preceding.

(4) Intrastate Special Access non-recurring charges billed to the Customer (including but not limited to items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges) except as noted in 22.73.6(A) (6) below.

(N)

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

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(A) (Cont'd)

(5) Interstate Switched Access Dedicated Transport recurring and non-recurring charges (including but not limited to items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges) billed to the Customer for rate elements in Table 5 below.

Table 5

Service	General Basic Description
Entrance Facilities	Section 6.1.3(A)(1)(a)
Direct Trunk Transport	Section 6.1.3(A)(1)(b)

(6) Non-recurring charges detailed in 22.73.6(A)(2),(4), and (5) above exclude Special Construction and unregulated time and materials charges (e.g. Inside Wire, Custom Work Orders, etc.)

(B) Application of Credits

The Customer is eligible to receive two (2) types of credits under this Contract Offer.

(1) Basic Credit

The Basic Credit is equal to the difference between the TRC and the purchase of Contributory Services up to 148.9 percent of the TRC (rounded to the nearest million). The Customer will receive Basic Credits on Contributory Subject Services.

(a) Calculation of the Basic Credit. To determine the amount of Basic Credit the Customer can achieve, the TRC is multiplied by 148.9 percent. This amount less the TRC will equal the potential eligible Basic Credit rounded to the nearest million. If qualified, award of Basic Credit under this Contract Offer shall satisfy the Qualified Companies' Basic Credit obligations.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credit (Cont'd)

(a) (Cont'd)

Example:

The Customer has 2004 Gross Spend of $121.3M. 86.6 percent of 2004 Gross Spend equals $105M rounded to the nearest million.

The TRC is equal to 5/12's of $105M.
5/12's of $105M equals $43.75M

The eligible total Basic Credit available is;

$43.75 * 148.9% = $65.14M
$65.14M - $43.75M = $21M eligible Basic Credits rounded to the nearest million.

(b) The following credits issued to the Customer associated with the Contributory Services covered under the TRC (MVP Commitment credits, MVP SLA credits, and credit received under the first true-up attributable to this Contract Offer) but not including any discounts or credits described in 22.73.6(B)(1)(c) below, will be used by the Qualified Companies to satisfy any applicable Basic and Achievement Credit obligations under this Contract Offer.

Example:

The Customer has TRC of $43.75M. The Customer achieves 148.9 percent of TRC equal to $65.14M. The Customer has received or is entitled to receive a total of $7M in MVP Commitment Credits and $2M in MVP SLA Credits for a total of $9M in credits unrelated to this Contract Offer.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credit (Cont'd)

(b) (Cont'd)

Table 6

2004 Gross Spend calculated as described above	86.6 percent of 2004 Gross Spend (rounded)	TRC = 5/12's of 86.6 percent 2004 Gross Spend	148.9 percent of TRC as described above (rounded)
$121.3M	$105M	$43.75M	$65.14M

Qualified Companies' Basic Credit obligations to the Customer in the amount of $21M ($65.14M - $43.75M, rounded to the nearest million) under Contract Offer No. 73, as described in Table 6, will be satisfied by the $9M in non-contract related credits acquired by the Customer under MVP and MVP SLA, and $12M in Basic Credits paid related to this Contract Offer. This amount will be determined at the final true-up period once all other credits have been applied accordingly.

(c) MVP Commitment credits applicable to periods prior to 2005, MVP SLA credits applicable to periods prior to 2005, or other credits applicable to periods prior to 2005, other discounts from optional payment plans or other tariffs or offers utilized by the Customer as of the date of subscription to this Contract Offer, any renewals, replacements, or extensions of the foregoing, and any underlying tariff performance credits (other than MVP SLA credits) will not be used to satisfy any applicable Basic or Achievement Credit Obligations under this Contract Offer.

The Customer will not pay less than the TRC for the Term Period, except as described in Section 22.73.8 following. If the Customer does not achieve the TRC through the purchase of Contributory Services as of December 31, 2005, the Customer will be required to pay the deficiency.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credit (Cont'd)

(c) (Cont'd)

Basic Credits shall be calculated and awarded on an aggregate basis across the Qualified Companies. If qualified for a Basic Credit, an award of Basic Credit under this Contract Offer shall satisfy any Basic Credit obligations of the other Qualified Companies under the tariff offerings listed in Section 22.73.2(C), and an award of Basic Credit under such other contract offers shall satisfy any Basic Credit obligations under this Contract Offer No. 73.

The total Basic Credit will be increased dollar for dollar to the extent that any amount by which Gross Spend during the Term Period exceeds 148.9 percent of the TRC is attributable to increases in tariff rates effective after March 31, 2005.

Example:

Customer's Gross Spend increased $10M due to applicable tariff rate increases after March 31, 2005.

Customer exceeds 148.9% of TRC by $30M.

Of the $30M, $10M is added to Basic Credit
$20M would receive Achievement Credit equal 17%

(2) Achievement Credits

Achievement Credits are those credits the Customer will receive based on purchases of Contributory Subject Services above 148.9 percent of the TRC.

(a) Achievement Credits are applied to purchase of services as described in Section 22.73.5 in excess of 148.9 percent of the TRC. The amount of applicable credit will be determined based on the amount of Gross Spend above the TRC as defined in Section 22.73.6 preceding, measured at the final true-up period described in Section 22.73.7 below. The Customer will receive a discount on Contributory Subject Services equal to 17 percent of total revenue above 148.9 percent of the TRC. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(2) Achievement Credits (Cont'd)

(a) (Cont'd)

Achievement Credits shall be calculated and awarded on an aggregate basis across the Qualified Companies. If qualified, award of Achievement Credit under this Contract Offer shall satisfy the Qualified Companies' Achievement Credit obligations.

Example:

The Customer has TRC of $43.75M. The Customer achieves 155 percent of TRC equal to $67.8M. The Customer will receive $21M in Basic Credits as described above, and the Customer will receive $452K in Achievement Credits calculated as follows:

($67.8M minus (TRC x 148.9%)) x 17%

$67.8M – $65.14M ($43.75M x 148.9%) = $2.66M
$2.66M x 17% = $452K (Achievement Credits).

Table 7

148.9% of TRC	$65.14M
Gross Spend Achievement during Term Period (GSA)	$67.8M
Difference between 148.9% of TRC and GSA	$2.66M
Credit due for billed revenue above 148.9% of TRC x 17%	$452K

The Customer receives $21M in Basic Credits plus $452K in Achievement Credits for total credits of $21.452M as described in Table 7.

(3) Transfer of Qualified Services

(a) Any transfer of services from non-SBC wholesale entities/ACNAs will require an equivalent increase in the TRC commitment based on the amount of revenue associated with the transferred services. The Customer's maximum Basic Credit Amount will not change as a result of the transfer.

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(3) Transfer of Qualified Services

(a) (Cont'd)

Example: Customer has a TRC of $43.75M and is eligible to earn up to a maximum of $21M in Basic Credits. Customer transfers $10M of services from a non-SBC wholesale entity. The Customer's new TRC will be $53.75M ($43.75M plus $10M = $53.75M). The Customer's maximum Basic Credit ($21M) will not change as a result of the transfer.

22.73.7 True-up Process

To determine TRC achievement, two true-up calculations will be performed as follows:

(A) First True Up - At the expiration of the final regional MVP agreement, the minimum required revenue will be based on the TRC proportionately divided between the months of 2005 in whole or in part under MVP and the months of 2005 not under MVP plus 7/12's of 86.6 percent of 2004 Gross Spend, as described in Section 22.73.2 preceding.

Example 1: MVP expires 8/31/05. The Customer must meet a minimum of 1/5 of $43.75M TRC which is equivalent to $8.75M plus 7/12's of 86.6 percent of 2004 Gross Spend, as described in Section 22.73.2 preceding.

Example 2: MVP agreements expire 8/31/05 and 10/31/05. The Customer must meet a minimum of 3/5's of $43.75M TRC which is equivalent to $26.25M plus 7/12's of 86.6% of 2004 Gross Spend as described in Section 22.73.2 preceding.

If the Customer's purchase of Contributory Services, after all credits as described above, is greater than the minimum required revenue at time of true-up, the Customer will receive a Basic Credit equivalent to revenue above the minimum required revenue amount.

If the Customer's purchase of Contributory Services, after all credits as described above, is below the minimum required revenue at the time of true-up, the Customer will be billed the amount required to meet the minimum revenue amount and will pay such bill pursuant to Section 22.73.7 (D)

(N)

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

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.7 True-up Process (Cont'd)

(B) Final True Up - On December 31, 2005, calculation of final TRC achievement will be made to determine any eligible Basic or Achievement credits.

If the Customer's purchase of Contributory Services, after all credits as described above, is greater than the TRC required at time of true-up, the Customer will receive a Basic Credit against Contributory Subject Services equal to the amount above the TRC not to exceed the amount outlined in Section 22.73.6(B) preceding.

Example 3: The Customer's TRC is $43.75M.
The Customer's purchase of Contributory Services is $54M
The Customer will receive Basic Credit equal to $11.75M

If the Customer purchase of Contributory Services, after all credits as described above, is below the TRC at the time of the final true-up, the Customer will be billed the amount required to meet the TRC amount and will pay such charge pursuant to Section 22.73.7 (D).

Example 4: The Customer's TRC is $43.75M.
The Customer's purchase of Contributory Services is $38.75M
The Customer must pay $5M.

If the Customer's purchase of Contributory Services, after all credits as described above, is greater than 148.9 percent of the TRC, the Customer will receive a Basic Credit against Contributory Subject Services equal to the difference between the TRC and 148.9 percent of TRC, and an Achievement Credit against Contributory Subject Services equal to a 17 percent discount on services above 148.9 percent of TRC.

Example 5: The Customer's TRC is $43.75M
The Customer's purchase of Contributory Services is $67.8M
The Customer receives $21M in Basic Credits and $452K in Achievement credits.

(C) If at the time of final true-up the Qualified Companies owe the Customer a Basic Credit amount as described above, the credit will be applied to the Customer's bill no later then 30 days after the final true-up date.

(D) If at the time of true-up the Customer must buy-up to meet the TRC as described above, payment must be submitted to the Qualified Companies no later than 30 days after the true-up date.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.8 Service Level Agreement (SLA)

The Qualified Companies will calculate the MVP SLA 1 performance measurement point value and the SLA 2 performance measurement as described in F.C.C No. 2 Section 19.3 (G), as if it were applicable for the full 2005 calendar year. The Qualified Companies will calculate the MVP SLA 1 performance measurement point value and the SLA2 performance measurement as described in F.C.C 2 Section 19.3 (G), as if it were applicable for the full 2004 calendar year. No credits will be rendered with respect to 2005 based on these calculations, but if these calculations show that the Qualified Companies would have paid out a higher amount under the MVP SLAs in calendar year 2005 (if the Customer had been eligible to receive credits under the MVP SLAs through calendar year 2005) than what the Qualified Companies would have paid out under the MVP SLAs in calendar year 2004, the Qualified Companies will determine the difference between what the Qualified Companies paid out under MVP SLA in calendar year 2004 versus what the Customer would have been eligible to receive under MVP SLA if MVP extended through calendar year 2005. If the MVP SLA credit amount the Qualified Companies would have paid out for calendar year 2005 is greater than the MVP SLA credit amount paid out for calendar year 2004, then the MVP SLA credit amount the Customer received in calendar year 2004 will be subtracted from the amount of MVP SLA credit the Customer would have qualified for in calendar year 2005 and, if a positive number, the amount of any difference, less any impact based on an MVP MARC increase, will be deducted from the Customer's TRC.

Any credits due to the Customer resulting from any deduction to the TRC under this section will be determined and applied after the December 31, 2005 true-up process is finalized.

Example A: MVP calendar year 2005 effective SLA credit would be greater than MVP calendar year 2004 SLA credit

The Customer MVP MARC = $30M (with MVP term agreement expiration August 31, 2005)

MVP calendar year 2004 total SLA credit = 1%

$30M * 1% = $300K total SLA credit received by the Customer in calendar year 2004

(N)

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

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.8 Service Level Agreement (SLA) (Cont'd)

Example A: (Cont'd)

MVP calendar year 2005 effective SLA credit the Customer would have received if MVP extended through December 31, 2005 = 2%.

$30M * 2% = $600K total SLA credit the Customer would have received in calendar year 2005.

MVP calendar year 2005 effective SLA credit ($600K) minus MVP calendar year 2004 credit ($300K) = $300K.

The Customer qualifies for a $300K SLA credit to be applied to the Customer TRC.

$105M - $300K = $104.7M (new TRC) .

Example B: MVP calendar year 2005 effective SLA credit is less than or equal to MVP calendar year 2004 SLA credit.

The Customer MVP MARC = $30M (with MVP term agreement expiration August 31, 2005).

MVP calendar year 2004 total SLA credit = 1%.

$30M * 1% = $300K total SLA credit received by the Customer in 2004.

MVP calendar year 2005 effective SLA credit the Customer would have received if MVP extended through December 31, 2005 = 1%.

$30M * 1% = $300K effective SLA credit the Customer would have received in 2005.

MVP plan year 2005 effective SLA credit ($300K) minus MVP plan year 2004 SLA credit ($300K) = $0.

The Customer does not qualify for any additional SLA credits toward its TRC.

(N)

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

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.9 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 73 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Qualified Companies will acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 2, Section 2.1.2, unless:

(A) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (1) or (2) below, or

(B) if the proposed assignee or transferee or its parent company has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(1) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly, more than 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.

(2) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.10 Mergers and Acquisitions

The terms and conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all 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 any services that are Contributory Services under this Contract Offer No. 73 from the Qualified Companies, the Contributory 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.

The terms and conditions of Section 22.73.9 above do not apply when the merger or acquisition occurs in accordance with the provisions outlined in this Section 22.73.10.

(N)

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

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.11 Termination Liability Charges

Termination liability language described below applies in lieu of the termination liability language in F.C.C No. 2, Section 7. If the Customer terminates Contract Offer No. 73 before the expiration of the Term Period for any reason whatsoever the Customer must pay the Qualified Companies termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 90 days prior to the desired date of termination to the Qualified Companies. This notification must include the date upon which the Customer will terminate the Contract Offer.

If the Customer fails to meet any of the eligibility criteria in Section 22.73.2, or fails to meet any of the terms and conditions in Contract Offer No. 73, then the Qualified Companies shall provide the Customer with written notification of such non-compliance and the Customer will have sixty (60) days to return to compliance. If the Customer does not return to compliance within such time period, the Customer will be deemed to have terminated its participation in Contract Offer No. 73 and termination liability charges will apply as stated below and will be payable within thirty (30) days from the time the contract is deemed terminated.

If the Customer terminates its subscription to this Contract Offer prior to September 30, 2005, the Customer must pay termination liability charges in an amount equivalent to a prorated portion of the TRC based upon the remaining months of the TRC as shown below:

(A) Example:

The Customer's TRC is $43.75M. The Customer terminates the contract on August 31, 2005. The Customer has 4 months remaining on the contract term and will owe $35M in termination liability

$43.75M/5 * 4 = $35M = in termination liability

If the Customer terminates its subscription to this Contract Offer after September 30, 2005, the Customer must pay termination liability charges in an amount equivalent to a prorated portion of the TRC based upon the remaining months of 2005, as well as any credits received under this Contract Offer.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.73 Contract Offering No. 73 – 2005 Access Extension Offer (Cont'd)

22.73.11 Termination Liability Charges (Cont'd)

(B) Example:

The Customer's TRC is $43.75M. The Customer terminates the contract on October 31, 2005. The Customer has 2 months remaining on the contract term and has received $5M in the first true-up under this Contract Offer.

$43.75M/5 * 2 = $17.5M plus

$5M in first true-up

$17.5M + $5M = $22.5M in termination liability

(N)

(N)

22. Pricing Flexibility Contract Offerings

22.74 Contract Offer No. 74– OC-12 Dedicated SONET Ring Service Renewal Offer

22.74.1 General Description

OC-12 Dedicated SONET Ring Service Renewal Offer is an access discount plan that permits customers to renew an existing OC-12 Dedicated SONET Ring Service located in the Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs), and to pay the rates listed in Section 22.74.5. The renewed OC-12 Dedicated Ring Services must meet the eligibility criteria listed in Section 22.74.3, below. This contract offering is available in the MSAs listed in Section 22.74.3 (A).

Contract Offer No. 74 is only available for subscription August 5, 2005 through September 5, 2005. This offer is not renewable.

22.74.2 Subject Services Available Under Contract Offer No. 74

Contract Offer No. 74 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff section:

- Ameritech OC-12 Dedicated SONET Ring Service – Ameritech Tariff F.C.C. No. 2, Section 7.2.11.

22.74. 3 Eligibility Criteria

The following eligibility criteria must be met in order to receive discounts under Contract Offer No. 74:

(A) Service must be located in Pricing Flexibility Qualified MSAs: Rockford, Illinois

(B) The Customer's existing Subject Services must be configured as described below:

one (1) OC-12 Node, customer premises
two (2) OC-12 Nodes, Central Office
four (4) DS3 ports
two (2) OC-3 ports
seven (7) interoffice mileage

(C) The existing Subject Services must have completed a five (5) year term agreement with the Telephone Company.

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

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.74 Contract Offer No. 74– OC-12 Dedicated SONET Ring Service Renewal Offer (Cont'd)

22.74.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is three (3) years, commencing on the date the Telephone Company receives the completed Letter of Subscription (LOS). This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options as described in Ameritech Tariff F.C.C. No. 2 Section 7 for OC-12 Dedicated SONET Ring Service.

If, at the expiration of the Term Period, the Customer elects to continue service and does not select a payment option as described in the Ameritech Tariff F.C.C. No. 2, Section 7, Subject Services will be converted to the prevailing applicable monthly rates.

Rate stability under Contract Offer No. 74 applies only to the rates specific to this Contract Offer as outlined in Section 22.74.5.

(B) Contract Offer No. 74 is only available August 5, 2005, through September 5, 2005.

(C) The Customer will receive discounts available under this Contract Offer, as described in Section 22.74.5, for the renewal of an existing OC-12 SONET Ring and Access Service only.

(D) In order to subscribe to Contract Offer No. 74 Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(E) If the Customer should discontinue service under Contract Offer No. 74 during the Term Period, termination liability charges will apply in accordance with Section 22.74.6.

(F) Customer must subscribe to the services available under this Contract Offer No. 74 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service.

(G) The Customer will not be able to subscribe to any other Contract Offering in Section 22 in conjunction with Contract Offer No. 74 that might be offered by the Telephone Company now or in the future for services covered under this Contract Offer 74.

(H) Subject Services under this Contract Offer will not be eligible for additional discounts under the Managed Value Plan (MVP) offering in Section 19. This Contract Offer No. 74 cannot be combined with any other promotion, contract, or discount offer.

(N)

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

22.74 Contract Offer No. 74– OC-12 Dedicated SONET Ring Service Renewal Offer (Cont'd)

22.74.5 Rates and Charges

Customer must pay the following Monthly Recurring Charge (MRC) in Table A for the renewed OC-12 Dedicated SONET Ring Service:

Table A

Rate Description	USOC	QTY	Unit Price	MRC
OC12 NODE: CUSTOMER PREMISES	FP5DX	1	$ 2849.00	$ 2849.00
OC12 NODE: CENTRAL OFFICE	FC5DX	2	$ 1938.80	$ 3877.60
DS3 PORT	SPRCX	4	$ 88.80	$ 355.20
OC3 PORT	SPREX	2	$ 111.00	$ 222.00
MILEAGE	1L5XX	7	$ 192.40	$ 1346.80
TOTAL MRC				$ 8650.60

There are no nonrecurring charges for Contract Offer No. 74.

22.74.6 Termination Liability

The termination language contained below applies in lieu of termination liability language contained in Section 7.4.10 (C). If the Customer terminates subject services before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the terms and conditions of this Contract Offer. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below.

The Customer's termination liability charges shall be equal to:

50% of all recurring charges for the balance of Customer's three (3) year term.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a $8650.00 monthly rate terminates service after 26 months and has 10 months remaining in a three year term plan. The termination liability would be calculated as:

$8650.00 X 10 X 50% = $43,250.00 termination liability charge.

(N)

22. Pricing Flexibility Contract Offerings

22.75 Contract Offer No. 75 – OC-48 Dedicated Ring Offer (N)

22.75.1 General Description

OC-48 Dedicated Ring Offer (Contract Offer No. 75) permits Customers located in Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.75.5 for new OC-48 Dedicated Ring Service, and associated new DS3 and DS1 special access transport bandwidth, that together make up an OC-48 Dedicated Ring network.

22.75.2 Contract Offer No. 75 - Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the Contract Offer 75 discount:

(1) Service must be located in an MSA listed in 22.75.3 (B)(1);

(2) Service must be for two (2) new OC-48 Dedicated Ring networks only;

(3) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(B) Contract Offer No. 75 applies to pricing-flexibility-qualified access services contained in the following tariff section (referred to as “Qualifying Services”):

(1) OC-48 Dedicated Ring Service - Ameritech Tariff F.C.C. No. 2, Section 21; and

(2) DS1/DS3 Service Ameritech Tariff F.C.C. No. 2, Section 7 for Phase 1 MSAs and Section 21 for Phase 2 MSAs.

(C) All terms and conditions for the Qualifying Service listed above are governed by its respective tariff sections except as noted herein.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.75 Contract Offer No. 75 – OC-48 Dedicated Ring Offer (Cont'd)

22.75.3 Contract Offer No. 75 - Terms and Conditions

(A) Term Period

The contract term is five (5) years, (the "Term Period") commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's completion of the OC-48 Dedicated Ring access service order. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options in:

- Section 7 for OC-48 Dedicated Ring Service,
- Section 7 for DS3 and DS1 Service.

If, at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections above, the Customer will automatically be billed the monthly extension rates found in Section 21.5.2.

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 75 as listed in Section 22.75.4. Purchase of the services listed above under Contract Offer No. 75 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2: Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. 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 regulations described in Contract Offer No. 75.

Purchase of the services listed above under Contract Offer No. 75 are subject to the specific terms and conditions of Section 22.75.3. Purchases of the services listed above under Contract Offer No. 75 are also subject to general terms and conditions of F.C.C. Tariff No. 2 and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.75 Contract Offer No. 75 – OC-48 Dedicated Ring Offer (Cont'd) (N)

22.75.3 Contract Offer No. 75 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer No. 75 is available only for circuits located in the following MSAs: Lansing and Kalamazoo, MI;

(2) This Contract Offer No. 75 is available for subscription only August 6, 2005 through September 6, 2005;

(3) In order to subscribe to Contract Offer No. 75, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company;

(4) If the Customer should discontinue service under Contract Offer No. 75 during the Term Period, termination liability charges will apply in accordance with Section 22.75.5;

(5) If, after the Customer has submitted the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(6) The Customer must subscribe to the services available under this Contract Offer No. 75 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(7) If the Customer requests modifications to the Contract Offer No. 75 network design originally constructed for the Customer under Contract Offer No. 75, the Customer agrees to pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to: reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(8) The Customer will not be able to subscribe to or include the Qualifying Service in any future promotional, contract offering, or discount plan in conjunction with this Contract Offer;

(9) The Customer must, by the end of the third year of the five-year term period, purchase DS1 and DS3 circuits riding each OC-48 Dedicated Ring subject to this Contract Offer equivalent to 30 % or more of the capacity of each OC-48 Dedicated Ring. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.75 Contract Offer No. 75 – OC-48 Dedicated Ring Offer (Cont'd) (N)

22.75.3 Contract Offer No. 75 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(10) If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 75 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

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

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

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.75 Contract Offer No. 75 OC-48 Dedicated Ring Offer (Cont'd)

22.75.4 Contract Offer No. 75 - Rates and Charges

(A) OC-48 Dedicated Ring Service Rates and Charges:
Customer shall pay the following Nonrecurring Charge (NRC) and Monthly Recurring Charge (MRC) for each new OC-48 Dedicated Ring Service:

(1) Nonrecurring Charges (NRC):

Administrative Charge-OC-48 (ORCMX)	$ 60.00
Design and Central Office Connection Charge-OC-48 (NRBCL)	$ 600.00

Monthly Recurring Charge (MRC):

OC-48 Dedicated Ring Service in Lansing, MI.	$ 15,935.00

The OC-48 Dedicated Ring Service MRC includes the following components:

OC-48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	1
Central Office Node	FC5EX	1
Ports-DS3 at OC-48 Node	SPRKX	48
Mileage	IL5XX	16

(2) OC-48 Dedicated Ring Additional Services Rates and Charges:
Customer may subscribe to the following additional OC-48 Dedicated Ring services at the MRC rates below:

OC-48 Dedicated Ring	USOC	MRC
Additional Customer Premise Node	FP5EX	$ 4,244.00
Additional Central Office Node	FC5EX	$ 3,771.00
Additional Add/Drop Capability, Per Arrangement	MPEFX	$ 869.00
Additional Ports - DS3 at OC-48 Node	SPRKX	$ 99.00
Mileage, Per Mile OC-48	IL5XX	$ 198.00

If a node is added after the initial installation of the OC-48 Dedicated Ring, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the node MRC for a minimum period of twelve (12) months, and if the Term Period for the node is less than twelve (12) months, the Customer shall be billed at the above MRC with any lump-sum to be billed at the end of the Term Period.

(N)

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

22.75 Contract Offer No. 75 OC-48 Dedicated Ring Offer (Cont'd)

22.75.4 Contract Offer No. 75 - Rates and Charges (Cont'd)

(B) OC-48 Dedicated Ring Service Rates and Charges:
Customer shall pay the following Nonrecurring Charge (NRC) and Monthly Recurring Charge (MRC) for each new OC-48 Dedicated Ring Service:

(1) Nonrecurring Charges (NRC):
Administrative Charge-OC-48 (ORCMX) $ 60.00
Design and Central Office Connection Charge-OC-48 (NRBCL) $ 600.00

Monthly Recurring Charge (MRC):
OC-48 Dedicated Ring Service in Kalamazoo, MI. $ 10,787.00

The OC-48 Dedicated Ring Service MRC includes the following components:

OC-48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	1
Central Office Node	FC5EX	1
Ports-DS3 at OC-48 Node	SPRKX	24
Mileage	IL5XX	2

(2) OC-48 Dedicated Ring Additional Services Rates and Charges:
Customer may subscribe to the following additional OC-48 Dedicated Ring services at the MRC rates below:

OC-48 Dedicated Ring	USOC	MRC
Additional Customer Premise Node	FP5EX	$ 4,244.00
Additional Central Office Node	FC5EX	$ 3,771.00
Additional Add/Drop Capability, Per Arrangement	MPEFX	$ 869.00
Additional Ports - DS3 at OC-48 Node	SPRKX	$ 99.00
Mileage, Per Mile OC-48	IL5XX	$ 198.00

If a node is added after the initial installation of the OC-48 Dedicated Ring, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the node MRC for a minimum period of twelve (12) months, and if the Term Period for the node is less than twelve (12) months, the Customer shall be billed at the above MRC with any lump-sum to be billed at the end of the Term Period. (N)

22. Pricing Flexibility Contract Offerings

22.75 Contract Offer No. 75 – OC-48 Dedicated Ring Offer (N)

22.75.1 General Description

OC-48 Dedicated Ring Offer (Contract Offer No. 75) permits Customers located in Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.75.5 for new OC-48 Dedicated Ring Service, and associated new DS3 and DS1 special access transport bandwidth, that together make up an OC-48 Dedicated Ring network.

22.75.2 Contract Offer No. 75 - Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the Contract Offer 75 discount:

(1) Service must be located in an MSA listed in 22.75.3 (B)(1);

(2) Service must be for two (2) new OC-48 Dedicated Ring networks only;

(3) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(B) Contract Offer No. 75 applies to pricing-flexibility-qualified access services contained in the following tariff section (referred to as “Qualifying Services”):

(1) OC-48 Dedicated Ring Service - Ameritech Tariff F.C.C. No. 2, Section 21; and

(2) DS1/DS3 Service Ameritech Tariff F.C.C. No. 2, Section 7 for Phase 1 MSAs and Section 21 for Phase 2 MSAs.

(C) All terms and conditions for the Qualifying Service listed above are governed by its respective tariff sections except as noted herein.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.75 Contract Offer No. 75 – OC-48 Dedicated Ring Offer (Cont'd)

22.75.3 Contract Offer No. 75 - Terms and Conditions

(A) Term Period

The contract term is five (5) years, (the "Term Period") commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's completion of the OC-48 Dedicated Ring access service order. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options in:

- Section 7 for OC-48 Dedicated Ring Service,
- Section 7 for DS3 and DS1 Service.

If, at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections above, the Customer will automatically be billed the monthly extension rates found in Section 21.5.2.

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 75 as listed in Section 22.75.4. Purchase of the services listed above under Contract Offer No. 75 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2: Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. 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 regulations described in Contract Offer No. 75.

Purchase of the services listed above under Contract Offer No. 75 are subject to the specific terms and conditions of Section 22.75.3. Purchases of the services listed above under Contract Offer No. 75 are also subject to general terms and conditions of F.C.C. Tariff No. 2 and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.75 Contract Offer No. 75 – OC-48 Dedicated Ring Offer (Cont'd) (N)

22.75.3 Contract Offer No. 75 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer No. 75 is available only for circuits located in the following MSAs: Lansing and Kalamazoo, MI;

(2) This Contract Offer No. 75 is available for subscription only August 6, 2005 through September 6, 2005;

(3) In order to subscribe to Contract Offer No. 75, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company;

(4) If the Customer should discontinue service under Contract Offer No. 75 during the Term Period, termination liability charges will apply in accordance with Section 22.75.5;

(5) If, after the Customer has submitted the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(6) The Customer must subscribe to the services available under this Contract Offer No. 75 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(7) If the Customer requests modifications to the Contract Offer No. 75 network design originally constructed for the Customer under Contract Offer No. 75, the Customer agrees to pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to: reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(8) The Customer will not be able to subscribe to or include the Qualifying Service in any future promotional, contract offering, or discount plan in conjunction with this Contract Offer;

(9) The Customer must, by the end of the third year of the five-year term period, purchase DS1 and DS3 circuits riding each OC-48 Dedicated Ring subject to this Contract Offer equivalent to 30 % or more of the capacity of each OC-48 Dedicated Ring. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.75 Contract Offer No. 75 – OC-48 Dedicated Ring Offer (Cont'd) (N)

22.75.3 Contract Offer No. 75 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(10) If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 75 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

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

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

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.75 Contract Offer No. 75 OC-48 Dedicated Ring Offer (Cont'd)

22.75.4 Contract Offer No. 75 - Rates and Charges

(A) OC-48 Dedicated Ring Service Rates and Charges:
Customer shall pay the following Nonrecurring Charge (NRC) and Monthly Recurring Charge (MRC) for each new OC-48 Dedicated Ring Service:

(1) Nonrecurring Charges (NRC):

Administrative Charge-OC-48 (ORCMX)	$ 60.00
Design and Central Office Connection Charge-OC-48 (NRBCL)	$ 600.00

Monthly Recurring Charge (MRC):

OC-48 Dedicated Ring Service in Lansing, MI.	$ 15,935.00

The OC-48 Dedicated Ring Service MRC includes the following components:

OC-48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	1
Central Office Node	FC5EX	1
Ports-DS3 at OC-48 Node	SPRKX	48
Mileage	IL5XX	16

(2) OC-48 Dedicated Ring Additional Services Rates and Charges:
Customer may subscribe to the following additional OC-48 Dedicated Ring services at the MRC rates below:

OC-48 Dedicated Ring	USOC	MRC
Additional Customer Premise Node	FP5EX	$ 4,244.00
Additional Central Office Node	FC5EX	$ 3,771.00
Additional Add/Drop Capability, Per Arrangement	MPEFX	$ 869.00
Additional Ports - DS3 at OC-48 Node	SPRKX	$ 99.00
Mileage, Per Mile OC-48	IL5XX	$ 198.00

If a node is added after the initial installation of the OC-48 Dedicated Ring, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the node MRC for a minimum period of twelve (12) months, and if the Term Period for the node is less than twelve (12) months, the Customer shall be billed at the above MRC with any lump-sum to be billed at the end of the Term Period.

(N)

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

22.75 Contract Offer No. 75 OC-48 Dedicated Ring Offer (Cont'd)

22.75.4 Contract Offer No. 75 - Rates and Charges (Cont'd)

(B) OC-48 Dedicated Ring Service Rates and Charges:
Customer shall pay the following Nonrecurring Charge (NRC) and Monthly Recurring Charge (MRC) for each new OC-48 Dedicated Ring Service:

(1) Nonrecurring Charges (NRC):
Administrative Charge-OC-48 (ORCMX) $ 60.00
Design and Central Office Connection Charge-OC-48 (NRBCL) $ 600.00

Monthly Recurring Charge (MRC):
OC-48 Dedicated Ring Service in Kalamazoo, MI. $ 10,787.00

The OC-48 Dedicated Ring Service MRC includes the following components:

OC-48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	1
Central Office Node	FC5EX	1
Ports-DS3 at OC-48 Node	SPRKX	24
Mileage	IL5XX	2

(2) OC-48 Dedicated Ring Additional Services Rates and Charges:
Customer may subscribe to the following additional OC-48 Dedicated Ring services at the MRC rates below:

OC-48 Dedicated Ring	USOC	MRC
Additional Customer Premise Node	FP5EX	$ 4,244.00
Additional Central Office Node	FC5EX	$ 3,771.00
Additional Add/Drop Capability, Per Arrangement	MPEFX	$ 869.00
Additional Ports - DS3 at OC-48 Node	SPRKX	$ 99.00
Mileage, Per Mile OC-48	IL5XX	$ 198.00

If a node is added after the initial installation of the OC-48 Dedicated Ring, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the node MRC for a minimum period of twelve (12) months, and if the Term Period for the node is less than twelve (12) months, the Customer shall be billed at the above MRC with any lump-sum to be billed at the end of the Term Period. (N)

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

22.75 Contract Offer No. 75 – OC-48 Dedicated Ring Offer (Cont'd)

22.75.4 Contract Offer No. 75 - Rates and Charges (Cont'd)

(C) During the Term Period, the Customer may subscribe to the following DS1 subtending services, up to the capacity of the OC-48 Dedicated Ring, at the MRC rates below:

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service LDC - Zone	USOC	MRC
Zone 1	TZ4X1	$93.00
Zone 2	TZ4X2	$101.00
Zone 3	TZ4X3	$109.00
Zone 4	TZ4X4	$119.00
Zone 5	TZ4X5	$125.00

(2) Channel Mileage Termination (CMT) – Per Point of Termination Terminating Bit Rate 1.544 Mbps:

DS1 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$24.00
Zone 2	CZ4X2	$24.50
Zone 3	CZ4X3	$29.50
Zone 4	CZ4X4	$47.25
Zone 5	CZ4X5	$49.00

(3) Channel Mileage (CM) – Per Mile - Bit Rate 1.544 Mbps:

DS1 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$12.90
Zone 2	1YZX2	$13.00
Zone 3	1YZX3	$13.15
Zone 4	1YZX4	$13.30
Zone 5	1YZX5	$13.40

When a DS1 is added to the OC-48 Dedicated Ring, the DS1 will carry a sixty (60) month Term Period.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.75 Contract Offer No. 75 – OC-48 Dedicated Ring Offer (Cont'd)

22.75.4 Contract Offer No. 75 - Rates and Charges (Cont'd)

(D) During the Term Period, the Customer may subscribe to the following DS3 subtending services, up to the capacity of the OC-48 Dedicated Ring, at the MRC rates below:

(1) Local Distribution Channel (LDC) – Per Point of Termination Terminating Bit Rate 44.736 Mbps:

DS3 Service LDC - Zone	USOC	MRC
Zone 1	TZUP1	$931.00
Zone 2	TZUP2	$940.50
Zone 3	TZUP3	$988.00
Zone 4	TZUP4	$1,007.00
Zone 5	TZUP5	$1,016.50

(2) Channel Mileage Termination (CMT) – Per Point of Termination:

DS3 Service CMT - Zone	USOC	MRC
Zone 1	CZ4X1	$232.75
Zone 2	CZ4X2	$237.50
Zone 3	CZ4X3	$261.25
Zone 4	CZ4X4	$311.50
Zone 5	CZ4X5	$315.50

(3) Channel Mileage (CM) – Per Mile:

DS3 Service CM - Zone	USOC	MRC
Zone 1	1YZX1	$32.60
Zone 2	1YZX2	$33.90
Zone 3	1YZX3	$37.25
Zone 4	1YZX4	$46.60
Zone 5	1YZX5	$47.50

(4) Central Office Multiplexing (3/1 MUX) – Per Arrangement – DS3 to DS1:

DS3 Service 3/1 MUX - Zone	USOC	MRC
Zone 1	QM3X1	$427.50
Zone 2	QM3X2	$436.00
Zone 3	QM3X3	$451.25
Zone 4	QM3X4	$475.00
Zone 5	QM3X5	$484.50

When a DS3 is added to the OC-48 Dedicated Ring, the DS3 will carry a sixty (60) month Term Period.

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.75 Contract Offer No. 75 – OC-48 Dedicated Ring Offer (Cont'd)

22.75.5 Contract Offer No. 75 - Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If the Customer terminates Contract Offer No. 75 before the completion of the Term Period for any reason, the Customer agrees to pay to the Telephone Company termination liability charges as described below. If the Customer is not in compliance with the Eligibility Criteria in Section 22.75.2 or the Terms and Conditions in Section 22.75.3, the Customer shall be deemed to have terminated this Contract Offer and termination liability charges will apply. These charges shall become due as of the effective date of the termination and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

50% of all monthly recurring charges (OC-48, DS1 and DS3 services) for the balance of the Customer's five (5) year Term Period.

All remaining in-service Qualifying Services will convert back to the prevailing tariff rates at the term that the customer signed up for. Prevailing tariff rates are highlighted in Section 7.5.9 and 7.5.10 for Phase 1 MSAs and Section 21.5.2 for Phase 2 MSAs.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: Customer with a $35,000 monthly recurring charge terminates service after three (3) years and has twenty-four (24) months remaining in a five (5) year term plan. The termination liability would be calculated as:

$35,000 X 24 X 50% = $420,000 termination liability charge. (N)

22. Pricing Flexibility Contract Offerings

22.76 Contract Offer No. 76 – DS3 Transport Service Offer

22.76.1 General Description

Contract Offer No. 76 – DS3 Transport Service Offer is an access discount pricing plan that provides the Customer with discounted rates for new and existing access services. Qualified services under Contract Offer No. 76 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA), as described in Section 22.76.2 (A). Contract Offer No. 76 is available for subscription August 13, 2005 through September 13, 2005. This Contract Offer is not renewable.

All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, except as noted herein.

22.76.2 Eligibility Criteria

The following eligibility criteria must be met to purchase pricing flexibility qualified services (hereafter referred to as Subject Services) under this Contract Offer:

(A) The Subject Services must be located in the following Pricing Flexibility MSA: Peoria, IL; and

(B) Subject Services must be provided in Ameritech Tariff F.C.C. No. 2, Section 21.5.2.7 (C) DS3 Service.

22.76.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years, commencing on the execution date of the Letter of Subscription.

By written notification to the Telephone Company sixty (60) days prior to the expiration of the Term Period, the Customer may extend the rates, terms and conditions of this Contract Offer for one additional one year term.

Upon the expiration of the Term Period, the Subject Services provided under this Contract Offer will be subsequently provided under the prevailing applicable monthly extension rates found in Ameritech Tariff F.C.C No. 2, Section 21.5.2.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.76 Contract Offer No. 76 – DS3 Transport Service Offer (Cont'd)

22.76.3 Terms and Conditions (Cont'd)

(B) Contract Subscription

(1) This Contract Offer is available for subscription August 13, 2005 through September 13, 2005.

(2) To subscribe to this Contract Offer the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(C) General

(1) The Customer must purchase one new two node OC-48 Dedicated Ring from the Telephone Company in the Peoria, IL MSA.

(2) New Subject Services provided under this Contract Offer must be subtending the new ring described in Section 22.76.3 (C) (1) above.

(3) If the Customer discontinues service under this Contract Offer during the Term Period, a termination charge will apply in accordance with Section 22.76.7 for the discontinued services.

(4) The Customer may not include Subject Services provided under this Contract Offer in any other promotional tariff, contract offer, or other discount plan concurrently with this Contract Offer.

(5) Commingling, as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6, of Subject Services under this Contract Offer is prohibited.

22.76.4 Mergers and Acquisitions

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

22. Pricing Flexibility Contract Offerings (Cont'd)

22.76 Contract Offer No. 76 – DS3 Transport Service Offer (Cont'd)

22.76.5 Assignment and Transfer

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

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.76.6 Rates, Charges and Credits

(A) Monthly Recurring Charges (MRC)

The Customer must pay the following MRC for each rate element that comprises new Subject Services provided under this Contract Offer.

Rate Elements	Applicable USOC	MRC
DS3 Service		
Channel Mileage Termination – per Termination	CZ4X4	$209.30
Channel Mileage Termination – per Termination	CZ4X5	$211.25
Channel Mileage – per mile	1YZX4	$31.20
Channel Mileage – per mile	1YZX5	$31.85

Any rate elements not described herein will be subject to the applicable rates and charges outlined in Ameritech Tariff F.C.C. No. 2.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.76 Contract Offer No. 76 – DS3 Transport Service Offer (Cont'd)

22.76.6 Rates, Charges and Credits (Cont'd)

(B) Credits for Existing Services

Billing credits will be applied monthly for each of the first four months of the Term Period for the existing Subject Services, as follows.

Rate Elements	Monthly Credit
DS3 Local Distribution Channel	($15,000.00)

The total billing credits available under this Contract Offer shall equal sixty thousand dollars.

22.76.7 Termination Liability

The termination liability language contained below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2. If the Customer requests termination of this Contract Offer, or requests termination of individual Subject Services provided under this Contract Offer, or is not in compliance with the Terms and Conditions of this Contract Offer, the Customer will be liable for a termination charge. This charge shall become due as of the effective date of the termination and is payable within 30 days of the billing invoice date.

The termination charge shall be equal to 50% of the recurring charges for the balance of the Term Period and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (months remaining in Term Period) multiplied by (termination liability percentage of 50%) = Termination Charge

Example: Customer has $200,000 in recurring charges. If the service is terminated after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month Term Period, the termination charge would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Charge

22. Pricing Flexibility Contract Offerings (N)

22.77 Contract Offer No. 77 – DS1/DS3/OC3 Point to Point Transport Service Offer

22.77.1 General Description

Contract Offer No. 77 - DS1/DS3/OC3 Point to Point Transport Service Offer, is an access discount pricing plan that provides the Customer with discounted rates for new facilities configured as described in Section 22.77.4 (B). Qualified services under Contract Offer No. 77 are available only in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) described in Section 22.77.3 (1). Contract Offer No. 77 is available for subscription August 18, 2005 through September 18, 2005. This Contract Offer is not renewable.

22.77.2 Subject Services Available under Contract Offer No. 77

Contract Offer No. 77 applies to Pricing Flexibility-qualified services (hereafter referred to as Subject Services) contained in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2,

(1) DS1 Service - Section 21.5.2.7.
(2) DS3 Service - Section 21.5.2.7
(3) Optical Carrier Network Point to Point Service - Section 21.5.2.8 (A)

All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by their respective tariff sections except as noted herein.

22.77.3 Eligibility Criteria

The following eligibility criteria must be met to purchase Subject Services pursuant to Contract Offer No. 77:

(1) Service must be located in the following Pricing Flexibility MSA: Chicago, IL.

(2) The Customer must purchase forty-five (45) new DS1 Subject Services, as described in Section 22.77.4 (D) herein.

(3) The Customer must be willing to purchase one (1) OC-3 Point-to-Point Subject Service and convert two (2) existing DS3 services to the new OC-3 Point-to-Point Subject Service.

(4) The Customer must provide documentation that equivalent Subject Services are currently provided, or can be provided, by another carrier other than the Telephone Company. Documentation may include, but is not limited to, circuit detail records, invoices or service proposals. Documentation must be provided within 30 days of the effective date of this Contract No. 77.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.77 Contract Offer No. 77 – DS1/DS3/OC3 Point to Point Transport Service Offer (Cont'd)

22.77.4 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) shall begin upon the effective date of the Customer's Letter of Subscription (LOS) and shall continue until the date five (5) years after billing for the first Subject Service begins pursuant to this Contract Offer. Billing shall begin no later than 30 days after the Telephone Company's receipt and completion of an access service order subject to this Contract Offer.

If the Customer elects to continue services at the expiration of the Term Period, the Customer may, by written notification to the Telephone Company within 60 days prior to the expiration of the Term Period, select from the payment options as described in Sections 21.5.2.7 and 21.5.2.8 (A).

If, at the expiration of the Term Period, the Customer does not elect an option as described above, the Subject Services will be converted to the prevailing applicable monthly extension rates found in Sections 21.5.2.7 and 21.5.2.8 (A).

(B) General

(1) The Customer must subscribe to the services available under Contract Offer No. 77 in accordance with the regulations set forth in Section 5-Ordering Options for Switched & Special Access Services.

(2) The Subject Services provided under this Contract Offer shall also be subject to certain rates, charges and general terms and conditions as set forth in Sections: 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer.

(3) If the Customer discontinues service under this Contract Offer during the Term Period, termination liability charges will apply.

(4) The Customer may not subscribe to Subject Services under, or include Subject Services in, any future promotional tariff, contract offering, or discount plan, concurrently with this Contract Offer.

(5) Commingling, as defined in Ameritech Tariff F.C.C No. 2, Section 2.6 of Subject Services under this Contract Offer, is prohibited.

(N)

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

22.77 Contract Offer No. 77 – DS1/DS3/OC3 Point to Point Transport Service Offer (Cont'd)

22.77.4 Terms and Conditions (Cont'd)

(C) Subscription

(1) This Contract Offer is available for subscription only from August 18, 2005 through September 18, 2005.

(2) To subscribe to this Contract Offer, the Customer must meet all eligibility criteria outlined in 22.77.3 and submit a Letter of Subscription (LOS) to the Telephone Company.

(D) Purchase Requirements

(1) The Customer must purchase forty-five (45) new DS1 Subject Services as follows:

(a) The Customer must order forty-five (45) DS1 Subject Services within forty-five (45) days after submitting its LOS.

(b) The Customer must request installation completion of those forty-five (45) DS1 Subject Services within forty-five (45) days after the Telephone Company's receipt of the Customer's LOS.

(c) The Customer must order thirty (30) additional DS1 Subject Services within one year after the Telephone Company's receipt of the Customer's LOS.

(d) The Customer may order no more than the following number of DS1 Subject Services under this Contract Offer, during each year of the Term Period:

(i) Year One -100 DS1 Subject Services
(ii) Year Two -100 DS1 Subject Services
(iii) Year Three -75 DS1 Subject Services
(iv) Year Four - 70 DS1 Subject Services
(v) Year Five - 65 DS1 Subject Services

(e) Additional DS1 Subject Services, in excess of those permitted under this Contract Offer, as described in Section 22.77.4(d), will be charged prevailing tariff rates as described in Sections 21.5.2.7 and 21.5.2.8 (A).

(f) The Customer may convert existing DS1 facilities to the terms and conditions of this Contract Offer, provided they meet the terms and conditions of this Contract Offer.

(g) DS1 Subject Services provided pursuant to this Contract Offer must include a minimum of one (1) Local Distribution Channel (LDC) rate element per circuit.

(h) DS1 Subject Services are eligible for circuit portability after being in service for more than 12 months. Applicable non-recurring charges will apply.

(i) The Customer may elect to pay a flat non-recurring charge of $300.00 for circuit portability for any DS1 facility which has been in service for a minimum of 4 months up to and including 12 months. (N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.77 Contract Offer No. 77 – DS1/DS3/OC3 Point to Point Transport Service Offer (Cont'd)

22.77.4 Terms and Conditions (Cont'd)

(D) Purchase Requirements (Cont'd)

(2) The Customer must purchase one (1) new OC-3 Point–to-Point facility.

(a) The Customer may elect to upgrade two (2) existing DS3 services to the new OC-3 Point-to-Point Subject Service without paying Termination Liability for the upgraded services.

22.77.5 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 77 pursuant to Ameritech Tariff F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in Section 2.1.2 are met, unless (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.77.6 Mergers and Acquisitions

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

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.77 Contract Offer No. 77 – DS1/DS3/OC3 Point to Point Transport Service Offer (Cont'd)

22.77.7 Rates and Charges

The Customer must pay the following Monthly Recurring Charges (MRCs) for the Subject Services provided under this Contract Offer, as described in Table 1 below:

Note: All mileage zones for DS1 and DS3 Subject Services are flat rated.

Table 1

MW DS1 RATE ELEMENT	**USOC**	**5 Year MRC**
DS1 CHANNEL TERMINATION – Per Point of Termination	TZ4XX	$ 90.00
CHANNEL MILEAGE Termination - FIXED	CZ4XX	$ 20.00
CHANNEL MILEAGE PER MILE	1YZXX	$ 3.75
CENTRAL OFFICE MULTIPLEXING - DS1 TO DS0 - Per Arrangement	QMVXX	$ 168.00
MW DS3 Rate Element	**USOC**	**5 year MRC**
DS3 CHANNEL TERMINATION – Per Point of Termination	TZUPX	$ 800.00
Tran-Fixed	CZ4XX	$ 180.00
Tran-Var	1YZXX	$ 10.00
CENTRAL OFFICE MULTIPLEXING – DS3 TO DS1 - Per Arrangement	QM3XX	$ 300.00
MW OC3 Point to Point Rate Element	**USOC**	**5 year MRC**
Local Distribution Channel (LDC)	TMECS	$ 956.25
Channel Mileage Termination - Fixed	CM6	$ 300.00
Channel Mileage-Variable	1YZX1	$ 160.00
1 + 1 Protection	P8T	$ 45.60
Add/Drop Mux (OC3)	MPECX	$ 775.00
Add/Drop Function per DS3	MXJBX	$ 120.00

Rate elements not described herein will continue to be billed at otherwise applicable tariff rates, as described in Sections 21.5.2.7 and 21.5.2.8 (A). (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.77 Contract Offer No. 77 – DS1/DS3/OC3 Point to Point Transport Service Offer (Cont'd)

22.77.8 Termination Liability

If Customer terminates Contract Offer No. 77 or individual Subject Services included under this Contract Offer, the termination liability language contained below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 21. Customer must pay to the Telephone Company termination liability charges as described below if Customer terminates this Contract Offer before the completion of the term period for any reason, or if Customer is not in compliance with Terms and Conditions in Section 22.77.4. These charges shall become due as of the effective date of the termination and are payable within 30 days of the billing invoice date. Customer's termination liability charges for termination of service shall be equal to 50% of all recurring charges for the balance of the Customer's five (5) year Term Period, and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 50%)

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

$200,000 X 24 months X 50% = $2,400,000 Termination Liability

(N)

(N)

22. Pricing Flexibility Contract Offerings

22.78 Contract Offer No. 78 – Optical Carrier Network OC-12 and OC-3 Point-to-Point Service Offer

22.78.1 General Description

Optical Carrier Network OC-12 and OC-3 Point-to-Point Service Offer (Contract Offer No. 78) is an access service discount pricing plan that permits the Customer to renew an existing OC-12 PTP Service and provides the Customer with discounted rates for qualified new services. Qualified services under Contract Offer No 78 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) described in Section 22.78.3 (A). Contract Offer No. 78 is available for subscription from September 14, 2005 through October 14, 2005. This Contract Offer is not renewable.

22.78.2 Subject Services

(A) Contract Offer No. 78 applies to pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Ameritech Tariff F.C.C. No 2, Section 21.5.2.8 (B) – OC12, Optical Carrier Network (OCN) Point-to-Point Service, and

(2) Ameritech Tariff F.C.C. No 2, Section 21.5.2.8 (A) – OC3, Optical Carrier Network (OCN) Point-to-Point Service

(B) All terms and conditions for the Subject Services listed above are governed by their respective tariff sections, except as noted herein.

22.78.3 Eligibility Criteria

The following eligibility criteria must be met to receive the Contract Offer No. 78 discounted rates:

(A) Services must be pricing flexibility qualified access services listed in Section 22.78.2(A), and

(B) Services must be located in the Detroit MSA. The Customer's existing OC-12 Service must have completed a five (5) year term agreement with the Telephone Company within thirty (30) days prior to the commencement of the Term Period of this Contract Offer. If the Customer meets the eligibility criteria for this Contract Offer and subscribes to this Contract Offer as required, the rates, terms and conditions of this Contract Offer shall apply to the Subject Services, effective immediately upon completion of the previous Service Term of the existing OC-12 Service.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.78 Contract Offer No. 78 – Optical Carrier Network OC-12 and OC-3 Point-to-Point Service Offer (Cont'd)

22.78.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is four (4) years commencing on the date of the expiration of the Service Term of the existing OC-12 Service reference in 22.78.4 (C). This Offer is not renewable.

The Service Term of the renewed OC-12 Service shall be 12 months following the expiration of the previous Service Term. The Service Term of the OC-3 shall be 36 months following the expiration of the renewed OC-12 Service. The four (4) year contract Term Period will be the combined total of these two Service Terms.

At the expiration of the Term Period, the Customer may choose from the payment options described in Ameritech Tariff F.C.C. No. 2 Section 7 for OC-3 PTP Service.

If, at the expiration of the Customer's contract Term Period, the Customer elects to continue service, the Customer shall select from payment options in Section 21.5.2.8 for all Contract Offer No. 78 services. If the Customer does not elect an option, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 21.

Rate stability under Contract Offer No. 78 applies only to the rates specific to this Contract Offer as outlined in the Rate Table in Section 22.78.5. Purchase of the services listed above under Contract Offer No. 78 are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, installation and rearrangement charges in Section 21 for OCN PTP services, and such terms and conditions may be modified through the filing of tariff revisions at any time during the Contract Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer.

(1) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company within 30 days of the effective date of this contract.

(2) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(3) If the Customer discontinues service under Contract Offer No. 78 during the Term Period, termination liability charges will apply in accordance with Section 22.78.8. (N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.78 Contract Offer No. 78 – Optical Carrier Network OC-12 and OC-3 Point-to-Point Service Offer (Cont'd)

22.78.4 Terms and Conditions (Cont'd)

(A) Term Period (Cont'd)

(4) If the Customer requests additional service features and functions not included in Section 22.78.5 of this Contract Offer, the Customer will pay the tariff rates for those additions as contained in Section 21- Metropolitan Statistical Area Access Services.

(5) The Customer must renew (1) OC-12 Service for a twelve (12) month term immediately upon completion of the LOS. The OC-12 rate in section 22.78.5 shall apply.

(6) The Customer must convert the same OC-12 PTP Service listed in Section 22.78.4(F) of this Contract Offer to an equivalent OC-3 Service exactly 12 months after the renewal date of the OC-12 Service. The OC-3 rate in section 22.78.5 shall apply. The OC-3 must be purchased under a three (3) year term. The equivalent OC-3 Service shall have the same serving wire center locations at each end, and the same service elements as the replaced OC-12.

(7) This Contract Offer shall not be combined with any other promotional, contract offering or discount plan offered by the Telephone Company.

22.78.5 Rates and Charges

(A) OC-12 Monthly Recurring Charges (MRC). The Customer shall pay a flat MRC of $6,895 for the renewed OC-12 PTP Service that comprises the following rate elements listed in Table 1.

Table 1

Rate Element	USOC	Quantity
OC-12 Local Distribution Channel	TMECS	1
OC-12 Interoffice Transport (fixed mile)	1L5XX	2
OC-12 Interoffice Transport (per mile)	1L5XX	2
OC-12 Multiplexer	MPEDX	1
OC-12 1+1 Protection	P8T	1

Any rate elements not described in Table 1, or any rate elements added to the Subject Service after subscription to this Contract Offer, shall be billed at tariff rates as described in F.C.C. No. 2.

(N)

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

22.78 Contract Offer No. 78 – Optical Carrier Network OC-12 and OC-3 Point-to-Point Service Offer (Cont'd)

22.78.5 Rates and Charges (Cont'd)

(B) Converted/new OC-3 Monthly Recurring Charge (MRC). The Customer shall pay a flat MRC of $3,107 for the converted/new OC-3 PTP Service that comprises of the following rate elements listed in Table 2.

Table 2

Rate Element	USOC	Quantity
OC-3 Local Distribution Channel	TMECS	1
OC-3 Interoffice Transport (fixed mile)	1L5XX	2
OC-3 Interoffice Transport (per mile)	1L5XX	2
OC-3 Multiplexer	MPECX	1
OC-3 1+1 Protection	P8T	1

Any rate elements not described in Table 1 or Table 2 or any rate elements added to the Subject Service after subscription to this Contract Offer shall be billed at tariff rates as described in F.C.C. No. 2.

(N)

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

22.78 Contract Offer No. 78 – Optical Carrier Network OC-12 and OC-3 Point-to-Point Service Offer (Cont'd)

22.78.6 Assignment and Transfer

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

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

(N)

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

22.78 Contract Offer No. 78 – Optical Carrier Network OC-12 and OC-3 Point-to-Point Service Offer (Cont'd)

22.78.7 Mergers and Acquisitions

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

22.78.8 Termination Liability

Termination liability language, described below, applies in lieu of the termination liability language described in Ameritech Telephone Company, F.C.C. No. 2, Section 7. If the Customer terminates this Contract Offer before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 22.78.3, or the Terms and Conditions in Section 22.78.4.

These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described below.

The Customer's termination liability charges shall be equal to:

65% of all monthly recurring charges for the balance of the Customer's four (4) year Term Period for all services under contract.

Example: The Customer terminates service after (6) months and has forty-two (42) months remaining on the four (4) year Term Period. The termination liability would be calculated as:

($6,895 X 6 months X 65%) + ($3,107 x 36 months X 65%)= $99,594.30 termination liability charge. (N)

22. Pricing Flexibility Contract Offerings (N)

22.79 Contract Offer No. 79 – Special Access Service Offer (N)

22.79.1 General Description (Nx)

Special Access Service Offer (Contract Offer No. 79) is an access discount pricing plan for which subscription is required to the following Access Tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Southwestern Bell Telephone Company (SWBT)Tariff F.C.C. No. 73, and The Southern New England Telephone Company (SNET) Tariff F.C.C. No. 39. Contract Offer No. 79 is available to any Customer with at least $12.0 million in cumulative annual recurring revenue for Contributory Services, as defined in Section 22.79.2(C) and 22.79.4(C). The Customer must meet the Eligibility Criteria set forth in Section 22.79.2 and also must comply with all terms and conditions of this Contract Offer.

Contract Offer No. 79 requires the Customer to establish and maintain a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year Term Period, as defined in Section 22.79.4(A). The MARC shall include all Contributory Services purchased from the Telephone Company or its affiliates available under this Contract Offer. Contributory Services include Contributory Subject Services, as described in Section 22.79.2(C), herein, in addition to the following Contributory Non-Subject Services (that are not Contributory Subject Services): OPT-E-MAN, ATM, and Frame Relay services. Contributory Non-Subject Services are not eligible for discounts or other incentives provided under this Contract Offer. All Contributory Services described above must be purchased through the SBC wholesale sales channel (SBC Industry Markets). Any ATM and Frame Relay Contributory Services shall be provided pursuant to agreements and/or contracts. Such agreements and/or contracts shall be available for review at the website established to make public any agreements for these services. Customers may reference https://www.sbcprimeaccess.com/shell.cfm?section=2501. (Nx)

In the event the Customer does not meet its MARC as of each Anniversary Date of the Term Period, the Customer must remit the shortfall payment via the Annual True-Up process set forth in Section 22.79.4(E). Notwithstanding the obligation to pay such shortfall payment, if the Customer does not comply with all terms and conditions of this Contract Offer (exclusive of the terms and conditions of non-tariffed agreements referenced herein), termination liability charges, in accordance with Section 22.79.11, shall apply. Contract Offer No. 79 will only be available September 7, 2005 through October 7, 2005. (N) (N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.1 General Description (Cont'd)

In the event the Customer does not meet its MARC as of each Anniversary Date of the Term Period, the Customer must remit the shortfall payment via the Annual True-Up process set forth in Section 22.79.4(E). In addition to the obligation to pay such shortfall payment, if the Customer does not comply with all terms and conditions of this Contract Offer (exclusive of terms and conditions of non-tariffed agreements referenced herein), termination liability charges, in accordance with Section 22.79.9, shall apply. Contract Offer No. 79 will be available for subscription from September 7, 2005 through October 7, 2005.

22.79.2 Eligibility Criteria

(A) The Customer must meet the following Eligibility Criteria to subscribe to Contract Offer No. 79, and must continue to meet the Eligibility Criteria as described below throughout the Term Period of this Contract Offer:

(1) Contract Offer No. 79 is available for services located in the following pricing flexibility Metropolitan Statistical Areas (MSAs): • Champaign-Urbana, Chicago, IL; • Davenport/Rock Island/Moline, Decatur, Peroria/Pekin, Rockford, Springfield, St Louis, IL; • Anderson, Bloomington, Evansville-Henderson, Indianapolis, Kokomo, Louisville, Muncie, South Bends, IN; • Battle Creek, Detroit Ann Arbor, Flint, Grand Rapids, Kalamazoo, Lansing, Saginaw-Bay City-Midland, MI; • Akron, Cleveland-Lorain-Elyria, Columbus, Dayton, Toledo, OH; • Appleton/Oshkosh/Neenah, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee-Waukesha, Racine, Sheboygan, WI.

If the Telephone Company receives pricing flexibility relief in additional MSAs, any eligible Contributory Subject Services that the Telephone Company provides to the Customer pursuant to this Contract Offer available in those additional MSAs may, at the Customer's option, be included in this Contract Offer beginning with the first year after the Telephone Company receives pricing flexibility in those additional MSAs, provided that the MARC increases to reflect the recurring annual revenues associated with the additional Contributory Subject Services, as described in Section 22.79.4;

(N)

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

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.2 Eligibility Criteria (Cont'd)

(A) (Cont'd) (N)

(2) The Customer's first year MARC shall be $12.0 million in cumulative annual recurring revenue for Contributory Services in the following SBC Companies: Ameritech, PBTC, SWBT, and SNET. Other Contributory Services may be provided by other SBC companies; (Nx)

(3) The Customer cannot subscribe to Contract Offer No. 79 concurrently with SBC's MVP Offering in Section 19; (Nx)

(B) Concurrent Subscription (N)

The Customer must concurrently subscribe to the identical Contract Offer of Contract Offer No. 79, pursuant to the following tariffs:

(1) SWBT Tariff F.C.C No. 73, Section 41, Contract Offer No. 58;
(2) PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No .70, and
(3) SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 20. (Nx)

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

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.2 Eligibility Criteria (Cont'd)

(C) Contributory Subject Services

Contract Offer No. 79 applies to pricing-flexibility-qualified access services (hereafter referred to as Contributory Subject Services) contained in the following tariff sections:

Service	General Basic Description	Rates & Charges Phase I	Rates & Charges Phase II
Special Access			
DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7
Optical Carrier Network (OCN) Point-to-Point Service	7.2.10		21.5.2.8
OC-3, OC-12, OC-48 and OC-192 Dedicated Ring Service	7.2.11	7.5.10	21.5.2.9
SONET Xpress Service	7.2.12	7.5.12	21.5.2.10
Gigabit Ethernet Metropolitan Area Network (GigaMAN)	7.2.13 (A)	7.5.13	21.5.2.16
Multi-service Optical Network (MON) Ring Service			21.5.2.17
Metallic Service	7.2.1	7.5.15	21.5.2.1
Telegraph Grade Service	7.2.2 (A)	7.5.15	21.5.2.2
Voice Grade Service	7.2.3 (A)	7.5.15	21.5.2.3
Switched Access Dedicated Transport Services	6.9.1		

All terms and conditions for the Contributory Subject Services listed above are governed by their respective tariff sections except as noted herein. Annual recurring revenue generated from these services will be used in the MARC calculations defined in Section 22.79.4. If, during the Term Period of this Contract Offer, additional services become eligible for pricing flexibility, those additional services may, at the Customer's option, be included among the Contributory Subject Services eligible under this Contract Offer beginning with the first year after the additional services become eligible for pricing flexibility, provided that the MARC increases to reflect the recurring annual revenues associated with the additional Contributory Subject Services, as described in Section 22.79.4. (N)

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

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.3 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) is five (5) years, commencing on the date the Customer executes a Letter of Subscription (LOS). The Anniversary Date shall be based on the date of the executed LOS. Contract Offer No. 79 is not renewable.

Contributory Subject Services to which the Customer already subscribes as of the commencement of the Term Period, or any additional Contributory Subject Services included in this Contract Offer after commencement of the Term Period in accordance with the Terms and Conditions set forth herein, must be converted to five (5) year term payment plans (where available) to receive discounts pursuant to this Contract Offer no later than August 1, 2006, except for those services whose conversion would cause the rates to increase over existing rates; those services would be exempt and remain at existing rates on the current term payment plan for those services. If a five (5) year term payment plan is not available for certain Contributory Subject Services, the Customer must select the longest term plan available for the Contributory Subject Service.

Services are subject to certain rates, charges, and general terms and conditions in other sections of F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(B) Contract Offer No. 79 is available for subscription only from September 7, 2005 through October 7, 2005.

(C) The Customer must submit a completed Letter of Subscription (LOS) to the Telephone Company.

(D) Commingling, as defined in F.C.C. No. 2, Section 2.6 of Subject Services under this Contract Offer, is prohibited.

(E) The Customer must subscribe to this Contract Offer in accordance with the regulations set forth in Ameritech Tariff F.C.C. No. 2, Section 5 – Ordering Options for Switched Access and Special Access Services.

(N)

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

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.3 Terms and Conditions (Cont'd)

(F) The Customer may not subscribe to any future Contract Offerings in Section 22 in conjunction with this Contract Offer or that might be offered by the Telephone Company for Subject Services covered under this Contract Offer unless expressly permitted in the future Contract Offer.

(G) The Customer must pay billed charges in full throughout the Term Period of this Contract Offer, excluding amounts being disputed. The Telephone Company will exhaust its remedies under Section 2.4.1 of F.C.C. Tariff No. 2 before exercising any remedy under this section. The Telephone Company will provide the Customer written notice (via registered letter) of non-compliance. The Customer will have thirty (30) days from receipt of the written notice to comply, which may be extended by mutual agreement of the Parties to allow the Parties to attempt to resolve any disputes. During this thirty (30) day period, or a period to be mutually agreed upon by the Parties, the Parties will cooperate in good faith to attempt to resolve any pending disputes. If, after the Parties have exhausted attempts to resolve any pending disputes or have resolved disputes and the Customer does not comply with the written notice of non-compliance, the Telephone Company shall have the right to terminate this Contract Offer. In the event of termination by the Telephone Company, termination liability charges as set forth in Section 22.79.11 will apply. Credits will not be issued until the Customer has paid all billed charges (excluding disputes). Any disputed billing amounts that have been resolved in favor of the Telephone Company are due and payable as described in Section 2.4.

(H) Customer must have achieved billing of Contributory Subject Service, Switched Access Transport, that is no greater than $100,000 upon subscription to this Contract Offer.

(I) If the Telephone Company introduces a new Special Access or Switched Access service, or an enhancement to an existing Special Access or Switched Access service, then such services shall be automatically included as Contributory Non Subject Services, and the Customer's purchase of such new or enhanced Contributory Non-Subject Services shall be included in the calculation of the MARC, subject to the Terms and Conditions set forth in this Contract Offer.

(I) The Customer will continue to receive the benefit of rate stability for any Contributory Subject Services currently under a term plan with the Telephone Company that provides for rate stability.

22.79.4 Minimum Annual Revenue Commitment (MARC)

Contract Offer No. 79 requires the Customer to establish and maintain a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year Term Period, as defined in Section 22.79.4(A). The MARC shall include all Contributory Services purchased from the Telephone Company or its affiliates available under this Contract Offer. Contributory Services include Contributory Subject Services, as described in Section 22.79.2(C), herein, in addition to Contributory Non-Subject Services (that are not Contributory Subject Services). (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(A) Establishing the MARC

(1) The Customer's Year 1 MARC will be established when the Telephone Company receives the LOS from the Customer. The Customer's MARC for Year 1 shall be $12.0 Million, or four times the Customer's monthly recurring revenue for Contributory Services during the three months immediately preceding the receipt of the signed LOS, whichever is greater.

Example 1: LOS is executed on August 1, 2005. The Year 1 MARC is established upon subscription at $12.0M. The Customer's actual revenue to Telephone Company from May 1, 2006 to July 31, 2006 is $4M. The new Year 2 MARC, effective August 1, 2006, is $16M ($4M multiplied by 4 equals $16M.)

(2) The MARC will be re-established, effective on each Anniversary Date, beginning on the first anniversary (Year 2 MARC). The MARC for Years 2, 3, 4, and 5 will be based on the Customer's actual monthly recurring revenue for all Contributory Services during the previous 3 months multiplied by 4, or the then-current MARC, whichever is greater.

Example 2: Term Period begins August 1, 2005. The MARC for Year 2 is $16.0M. The Customer's actual revenue to Telephone Company from May 1, 2007 to July 31, 2007 is $2.5M. The new Year 3 MARC, effective July 1, 2007, is $16.0M. (The $16.0M MARC is due to the fact that the MARC recalculation cannot result in a MARC lower than the current MARC.)

(B) Inclusion of Contributory Subject Services

(1) The following are the only billed revenues that can be included in the MARC:

(a) Monthly billed recurring revenues, including (net) any credits or discounts given under existing pricing plans (e.g. Term Payment plans or Commitment Discount Plan), if applicable, for the Subject Services provided during the Term Period; and

(b) Any credits and adjustments made to monthly billed amounts for Subject Services which are purchased by the Customer during the Term Period.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Inclusion of Contributory Subject Services (Cont'd)

(1) (Cont'd)

(c) All other charges, other than those listed in Section 22.79.4 (B) (1), are excluded.

Customer's existing Contributory Subject Services that are included in the MARC will be based on the rates that would apply to a five-year minimum term, regardless of whether the Contributory Subject Services were actually purchased pursuant to a five-year term at the time of subscription to this Contract Offer.

(N)
(Nx)

(C) Inclusion of Additional Contributory Services

Not withstanding anything to the contrary herein, the Customer may, at its option, include in this Contract Offer any Contributory Services being provided to the Customer by the Telephone Company according to a tariff or contract other than this Contract Offer, provided, however, that the MARC must be increased to reflect the recurring annual revenues associated with the additional Contributory Services, as provided in Section 22.79.4. The Customer must provide written notice to the Telephone Company of its wish to exercise this option. If any additional Contributory Services are ATM or Frame Relay services, those additional Contributory Services shall be provided pursuant to an agreement and/or contract which shall be available for review at the following web site: https://www.sbcprimeaccess.com/shell.cfm?section=2501.

(Nx)

(x)Issued under Authority of Special Permission No. 05-041 of F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(C) Inclusion of Additional Contributory Services (Cont'd)

Example Year 1 MARC = $12.0M. If, during Year 1, Customer wishes to include $2M of annual spend currently purchased from the Telephone Company under another tariff or contract, and if those services qualify as Contributory Services, the new Year 1 MARC is $14.0M.

(D) MARC Adjustments

The Customer may exercise the following adjustments to the MARC pursuant to the terms listed below:

(1) Option 1 - The Customer may, at its option, adjust the MARC downward by up to 10%. This adjustment can be made only one time during the Term Period, at any time after the first 24 months of the Term Period (i.e., beginning with the establishment of the Year 3 MARC). To exercise this option, the Customer must notify the Telephone Company, in writing, at least 60 days prior to the Anniversary Date upon which the adjustment is to become effective.

(2) Option 2 - The Customer may carry over a shortfall of no more than 5% into the next contract year. This adjustment can be made only one time during the Term Period, at any time after the first 24 months of the Term Period (i.e., beginning with the establishment of the Year 3 MARC). To exercise this option, the Customer must notify the Telephone Company, in writing, at least 60 days prior to the Anniversary Date upon which the adjustment is to become effective. If the Customer opts to carry over a shortfall, the Customer's next year MARC will be increased to reflect that shortfall amount. If at the end of the subsequent contract year, the Customer does not meet its MARC, the Customer must make a shortfall payment sufficient to achieve that year's MARC or will be subject to termination liabilities as outlined in Section 22.79.4(E). This option cannot be combined with the MARC adjustment option as described in Section 22.79.4(D)(1).

The MARC adjustment shall apply prospectively only. If the Customer uses the MARC adjustment option in conjunction with any of the Merger and Acquisition options outlined in Section 22.79.9, reduced discounts will remain for the life of the Term Period, and discounts previously received during that contract year will not be re-rated, provided the Eligibility Criteria in Section 22.79.2 and Terms and Conditions in Section 22.79.3 have been met prior to the MARC adjustment, and certain provisions will no longer apply as detailed in Section 22.79.5.

(N)

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

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(E) Failure to Achieve the MARC

The Customer and the Telephone Company shall exchange information annually, and shall meet annually, if necessary, to review the Customer's progress toward achieving the MARC for the term years. The Customer and the Telephone Company agree that they will meet in the ninth month of each term year to discuss and address, if necessary, compliance with the Terms and Conditions of the Contract Offer prior to the Anniversary Date. If the Customer fails to achieve the annual MARC Commitment as of the Anniversary Date, the Customer will be notified by the Telephone Company and will be required to remit an Annual True-up payment to reach the MARC commitment. The True-up calculation will be performed as follows:

Annual MARC – Actual Annual recurring revenues for Subject Services = Annual True-up Amount

If the Customer fails to submit its Annual True-Up payment to the Telephone Company within 30 days after notification from the Telephone Company, the Customer shall be deemed to have terminated its Contract Offer No. 79, and termination charges will apply as set forth in Section 22.79.11.

22.79.5 Discounts and Other Credits

(A) Discount Schedule and Application

On each Anniversary Date, the Customer shall be eligible to receive the following Billing Credit, as set forth in Table A, subject to the Customer's compliance with all Terms and Conditions of this Contract Offer. Credits will be applied to the Customer's bill no later than 90 days after each Anniversary Date. Recurring revenue generated from Contributory Subject Services that were not included in this Contract Offer at the time of subscription are not eligible for discounts under this Contract Offer, unless and until those Contributory Subject Services have been added to this Contract Offer pursuant to Sections 22.79.2, 22.79.4, 22.79.9 and 22.79.10.

Table A

MARC Level	Billing Credit
$12,000,000	2.00%
$14,000,000	3.00%
$15,125,000	3.50%
$16,000,000	4.00%
$17,000,000	4.50%
$18,000,000	5.00%
$19,000,000	5.50%
$20,000,000	6.00%
$21,000,000	7.50%
$21,010,000	0%

MARC levels will be rounded up or down to the nearest $10,000. (N)

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

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.5 Discounts and Other Credits (Cont'd)

(A) Discount Schedule and Application (Cont'd)

Example: If the Customer meets the minimum MARC of $12,000,000 for sum of all Contributory Services and has Subject Services revenue of $9,584,000. The Customer will be eligible to receive a credit of $191,681.

$9,854,000 X 2% = $191,680

(B) First Year Credit

If at the end of the Year 1 of this Contract Offer, the Customer's MARC for Year 2 is $15.125M or higher, the Customer will receive an additional credit of 2.78 percent of Subject Services applied to the Customer's bill no later than 90 days after the anniversary date for Year 1.

Example: If the Customer reaches the MARC level of $15.125M at the end of year 1 for the sum of all Contributory Services and has Subject Services revenue of $11,230,000. The Customer will be eligible to receive a credit of $312,194.

$11,230,000 X 2.78% = $312,194

22.79.6 Incentives

(A) Purchase of New Contributory Subject Services

During the Contract Term period of subscription to this Contract Offer, the Telephone Company will calculate the billed revenue as described in Section 22.79.4 (B), of new eligible Subject Services towards meeting the MARC on the first contract anniversary date, the beginning of the second year of the Contract term period, and such revenue will be will be increased by 15 percent under this Contract Offer.

Example: Assume that the Customer's total monthly billed recurring revenues for new OC3/OC3c services during the first Contract Term Year Period was $1,000,000 ($1M). The Telephone Company will calculate the billed revenue for new Contributory Subject Services on the first Contract anniversary date for purchases made during such period and the Customer shall be deemed to have purchased $1,150,000 ($1.15M) in Contributory Subject Services. In subsequent years, these OC3 services would count as $1,000,000 ($1M) toward MARC calculations. The calculation to determine if the Customer met the MARC requirements will be:

(New Subject Services purchased during the first contract year multiplied by 1.15) + Existing Contributory Subject Services = Total value of Contributory Subject Services. (N)

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

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.6 Incentives (Cont'd)

(A) Purchase of New Contributory Subject Services (Cont'd)

This total value of Contributory Subject Services will then determine if the Customer meets the MARC as described in Section 22.79.4 and/or has earned any incentive credits as described in Section 22.79. 5.

Purchase of the aforementioned new Subject Services in Year 2, 3, 4 and 5 of this Contract Offer will not receive the increased value towards meeting the MARC.

Example: Assume that the Customer's total monthly billed recurring revenues for new OC3/OC3c services during the second Contract Term Year Period was $1,000,000 ($1M). The Telephone Company will calculate the billed revenue for new Contributory Subject Services on the second contract anniversary date, the beginning of the third year of the Contract Term period, for purchases made during the second year and the Customer shall be deemed to have purchased $1,150,000 ($1.0M) in Contributory Subject Services toward MARC calculations. The calculation to determine if the Customer met the MARC requirements will be:

New Subject Services purchased multipled by 15 percent + Existing Contributory Subject Services (prior year one purchases plus existing subject services) = Total value of Contributory Subject Services.

The increase value of new eligible services shall be used only to determine attainment of the MARC, and not for any other purposes. If the Customer fails to meet the MARC requirements as stated in section 22.79.4 after such calculation as described above, the Customer will be subject to the true-up provision as stated in Section 22.79.4 (E)

For purposes of this Contract Offer, a new SONET OC3/OC3c service must meet one of the following criteria:

(1) Newly ordered and provisioned during the first year of the Contract Term period by the customer under this Contract Offer; or

(2) Upgrade of an existing Special Access service during the first year of the Contract Period that was not previously a SONET OC3/OC3c service (e.g., upgrade of a DS1 or DS3 to a SONET OC3 service) under the provisions set forth in other sections of this tariff.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.6 Incentives (Cont'd)

(B) Conversion of DS1 or DS3 capacity loops:

For customers who subscribe to this Contract Tariff No. 79 and convert their DS1 or DS3 capacity loops, dedicated transport, or Expanded Extended Loops (**EELs**) provided by the Telephone Company as unbundled network elements (**UNEs**) to Special Access Service, the Telephone Company will multiply the customer's billed revenue associated with such converted UNEs by 1.50 in the year of conversion towards the attainment of the MARC. The converted services in subsequent years will not receive the billed revenue multiplier towards the attainment of the MARC. This multiplier shall be used only to determine the billed revenue for Qualifying Services for purposes of MARC attainment, and not for any other purpose. The Customer shall provide a detailed list of circuits that have been converted to the Telephone Company within 30 days after the contract anniversary year for verification.

For example, if the customer converts $1,000,000 ($1M) in UNEs to Special Access Services during the first Annual Contract Term Period of this Contract Tariff No. 79, then, in calculating billed revenue for Qualifying Services, the customer shall be deemed to have purchased $1,500,000 ($1.50M) in Special Access DS1 Services for purposes of calculating the billed revenue for Qualifying Services for meeting the MARC as described in section 22.79.4. In subsequent years, the converted UNE services would count as $1,000,000 ($1M) towards MARC calculations.

22.79.7 Non-Recurring Charges

The Telephone Company will waive installation non-recurring charges (NRCs) associated with the conversion of Contributory Subject Services pursuant to this Contract Offer. In the event that the installation NRCs are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis. In addition, the Telephone Company will waive Non-recurring charges (NRCs) associated with the conversion of existing UNE circuits which are converted to Special Access Services under the terms of this contract tariff offer. In the event that the installation NRCs are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis.

To receive credits for installation NRCs, the Customer must be in compliance with all terms and conditions of this Contract Offer. Additionally, if the Customer fails to meet the MARC on an Anniversary Date pursuant to Section 22.79.4 (A) and/or fails to pay the Annual True-Up as defined in Section 22.79.4 (E), termination liability charges will apply as set forth in Section 22.79.11.

The Customer must pay all other applicable non-recurring charges, including, but not limited to, rearrangement charges, special construction charges, access order charges, cancellation charges and Access Order Modification charges as described in Ameritech F.C.C. No. 2.5.2.2 for Subject Services pursuant to this Contract Offer.

(N)

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

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont')

22.79.8 Portability

The Telephone Company will waive termination liability charges for moves and/or disconnection of Contributory Subject Services. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis. In order to receive credits or a waiver of termination liability charges for such moves and/or disconnects, the following conditions must be met:

(1) The Customer must be in compliance with all terms and conditions of this Contract Offer.
(2) The Customer shall be permitted to move and/or disconnect Contributory Subject Services from any of the identical Contract Offers, as described in Section 22.79.2 (B).
(3) DS1 Services must have been in service for a minimum of one (1) month from the original installation date.
(4) DS3, OC-3 and OC-12 Point to Point Services must have been in service for a minimum of one (1) year from the original installation date.
(5) OC48 Point To Point, OC192 Point to Point and GigaMAN Services must have been in service for a minimum of three (3) years from the original installation date.

If, and to the extent that OPT-E-MAN becomes eligible for pricing flexibility, OPT-E-MAN may, at the Customer's option, become a Contributory Subject Service included in this Contract Offer. If so, such OPT-E-MAN service shall be eligible for portability provided that, for each OPT-E-MAN circuit to be ported:

(a) facilities necessary to provide OPT-E-MAN, as specified in F.C.C. No. 2, Section 24, exist at the end user location in which the circuit is being moved; and
(b) the circuit has been in service for a minimum of one (1) year from the original installation date.

22.79.9 Mergers and Acquisitions Involving the Customer

(A) The Terms and Conditions of Contract Offer No. 79 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 its stock or certain 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). During or after the merger or acquisition, if the other company involved in the merger or acquisition also purchases Contributory Services from the Telephone Company, either directly or through any affiliates, then billed, recurring revenue for Contributory Services of the other company involved in the merger or acquisition will not be used in calculations of the MARC as discussed in Section 22.79.4.

(N)

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

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.9 Mergers and Acquisitions Involving the Customer

(A) (Cont'd)

(1) The Customer must be meeting MARC commitments and all Eligibility Criteria and Terms and Conditions outlined in Sections 22.79.2 and 22.79.3 in order to exercise the provisions under this subsection.

(2) Recurring revenue from Contributory Services from the other entity involved in the merger or acquisition cannot be applied to, or eligible for, any incentives or discounts contained in this Contract Offer, except as expressly permitted by one of the provisions herein.

(3) The Customer shall have an option (per merger or acquisition) to incorporate revenue from the other company or companies involved in the merger or acquisition. If the Customer does not exercise this option in the manner provided herein, the Customer will not be permitted to use existing or future Special Access revenues from the other company or companies involved in the merger or acquisition in the calculation of the MARC Section 22.79.4, nor will such revenues be eligible for any discounts provided under this Contract Offer.

(4) The acquisition and/or merger Transaction Close Date will be used to measure the length of time the following provisions are available. 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.

(5) If the Customer has selected, but not yet fully implemented, the option provided herein, the MARC, and any MARC adjustment calculation as provided in Section 22.79.4, will apply only to the Customer's original (pre-merger or acquisition) MARC and will not include revenue from the other company involved in the merger or acquisition.

(6) The Customer cannot combine any of the Merger and Acquisition provisions in this subsection. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.9 Mergers and Acquisitions Involving the Customer (Cont'd)

(A) (Cont'd)

(7) The Telephone Company will calculate the actual recurring annual revenue of the other company involved in the merger or acquisition on the date the Customer elects the provisions in this subsection, in the same manner such revenue would be calculated for purposes of performing the annual recalculation of the MARC under this Contract Offer. Until the Customer has fully implemented one of the provisions in this subsection, the Customer will not be eligible to earn the above the MARC discounts discussed in Section 22.79.5 (A)(2) of this Contract Offer for revenue from the other company involved in the merger or acquisition. After the Customer has fully implemented the provision in this subsection, the Customer will be eligible for above the MARC discounts provided in Section 22.79.5(A)(2) for recurring annual revenue above the new combined MARC.

Notwithstanding the foregoing, if the Telephone Company is primarily responsible for a delay in the Access Conversion Schedule, MARC discounts will continue to apply and this Contract Offer will not be considered in default, provided, however, that each party shall exercise best efforts to comply.

(B) Option 1

(i) The Customer must establish a combined MARC by adding to the Customer's then-current MARC at least 85%, but not more than 100% (at the Customer's option), of all recurring annual revenue for Contributory Services from the other company involved in the merger or acquisition. Recurring annual revenue for Contributory Services shall be calculated in a manner consistent with the annual recalculation of the MARC under this Contract Offer.

(ii) The Customer must exercise this option within 60 days following the Transaction Close Date.

(iii) This option is not available in Year 5 of the Term Period.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.10 Merger or Acquisition Involving the Telephone Company

(A) If the Customer purchases any interstate special access services from the merged or acquired company, and such special access services are or become eligible for pricing flexibility, the Customer may include those special access services in this Contract Offer, subject to any terms or conditions of any contracts or tariffs pursuant to which the Customer is purchasing such special access services prior to the merger or acquisition, including any terms or conditions regarding termination liability. If the Customer chooses to include the services subject to the merger or acquisition in this Contract Offer, they shall become Contributory Subject Services within the meaning of this Contract Offer at the time they are included in this Contract Offer. At the time such Contributory Subject Services are included in this Contract Offer, the MARC shall be recalculated, including both the recurring annual revenues of the Contributory Services provided to the Customer prior to the merger or acquisition and the recurring annual revenues of the additional Contributory Subject Services previously provided by the merged or acquired Company.

(B) The Customer must notify the Telephone Company in writing, within 120 days of the Transaction Close Date, of any Contributory Services from the merged or acquired company that Customer wishes to include in this Contract Offer. Discounts and credits specified in Section 22.79.5 will not apply to services from the merged or acquired company until the MARC has been recalculated to reflect the additional Contributory Services included in this Contract Offer as a result of the merger or acquisition. The MARC recalculation to include these services will occur at the Customer's next Anniversary Date following receipt of the Customer's written notice described above.

(N)

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

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.11 Termination Liability

(A) Termination Liability Charges

Termination liability language described below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 7. If the Customer terminates Contract Offer No. 79 before the completion of the term for any reason whatsoever (other than a material default by the Telephone Company), the Customer must pay the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 90 days prior to the desired date of termination to the Telephone Company. This notification must include the date upon which the Customer will terminate the Contract Offer. If the Customer fails to meet any of the eligibility criteria in Section 22.79.2, or fails to meet any of the Terms and Conditions in Section 22.79.3, then the Telephone Company shall provide the Customer with written notification of such non-compliance and the Customer will have sixty (60) days to comply. If the Customer does not comply within such time period, the Customer will be deemed to have terminated its participation in Contract Offer No. 79 and termination liability charges will apply as stated below and will be payable pursuant to F.C.C. No. 2, Section 2.4.

The Customer's termination liability charge shall be equal to the following: If the Customer terminates the Contract Offer prior to the expiration of a term year, 100% of all Discounts (including non-recurring charges and early termination charges) received under Contract Offer No. 79 for the preceding six (6) months immediately prior to the date of termination, plus the following schedule:

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

(N)

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

22.79 Contract Offer No. 79 – Special Access Service Offer (Cont'd)

22.79.11 Termination Liability (Cont'd)

(B) New Special Access Service Offerings

If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Services provided under this Contract Offer, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Services provided under this Contract offer, without incurring termination liability under this Contract Offer, provided, however, that the Customer's Contract Offer or other contract or tariff governing the new service offerings must include a term period and revenue commitment that are the same as, or greater than, this Contract Offer.

(C) This Section 22.79.11 sets forth the sole and exclusive remedies for termination of this Contract Offer No. 79, except for charges due and payable for Contributory Services rendered prior to the date of termination and any non-recurring charges and/or termination liability charges that may become due and payable in accordance with Sections 22.79.11. (N)

22. Pricing Flexibility Contract Offerings (N)

22.80 Contract Offer No. 80– Special Access Service Offer (N)

22.80.1 General Description (Nx)

Special Access Service Offer is an access discount plan for DS1, DS3, Optical Carrier Network (OCN), Dedicated SONET Ring Services (DSRS), and Gigabit Ethernet Metropolitan Area Network (GigaMAN®) Services (Contract Offer No. 80), for which subscription is required in the following SBC Companies: Ameritech Operating Companies (Ameritech); The Southern New England Telephone Company (SNET); Pacific Bell Telephone Company (PBTC); and Southwestern Bell Telephone Company (SWBT). Contract Offer No. 80 is available to any Customer with at least $ 2,000,000 in cumulative annual revenue for Subject Services as described in Section 22.80.2 for the above mentioned SBC Companies. Customer must meet the eligibility criteria set forth in Section 22.80.3 and also must comply with the terms and conditions as described in Section 22.80.4. This contract offering is available in the MSAs listed in Section 22.80.3. (Nx)

Contract Offer No. 80 requires that the Customer maintain a Minimum Annual Revenue Commitment (MARC) for each year of the three (3) year Term Period. In the event the Customer does not meet the MARC as of each anniversary date of each term year, the Customer must remit the shortfall payment as set forth in Section 22.80.5. Notwithstanding the obligation to pay such shortfall, if the Customer does not comply with Section 22.80.5, Termination Liability Charges in accordance with Section 22.80.8 shall apply.. (N)

Contract Offer No. 80 is only available for subscription September 7, 2005 through October 7, 2005. This offer is not renewable. (N)

(x)Issued under Authority of Special Permission No. 05-042 of F.C.C.

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

22.80 Contract Offer No. 80– Special Access Service Offer (Cont'd)

22.80.2 Subject Services Available Under Contract Offer No. 80

Contract Offer No. 80 applies to pricing-flexibility-qualified access services (Hereafter referred to as Subject Services) contained in the following tariff sections:

(1) DS1 and DS3 Services – Ameritech Operating Companies Tariff F.C.C. No. 2, Section 7.2.9
(2) Optical Carrier Network Point to Point Services – Ameritech Operating Companies Tariff F.C.C. No. 2, Section 7.2.10.
(3) Dedicated Ring Services – Ameritech Operating Companies Tariff F.C.C. No. 2, Section 7.2.11
(4) GigaMAN® Service – Ameritech Operating Companies Tariff F.C.C. No. 2, Section 7.2.13

All terms and conditions for the Subject Services listed above are governed by their respective tariff sections except where provision of this Contract Offer No. 80 conflict with such respective tariff sections, in which case the provisions provided herein shall prevail.

22.80. 3 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive discounts for the purchase of Subject Services pursuant to Contract Offer No. 80:

(1) Service must be a pricing-flexibility-qualified access service described in Section 22.80.2.

(2) Services must be located in the following Pricing Flexibility Qualified MSAs:

Champaign-Urbana, IL; Chicago, IL; Decatur, IL; Peoria, IL; Rockford, IL; Springfield, IL; Anderson, IN; Bloomington, IN; Evansville-Henderson, IN/KY; Indianapolis, IN; Kokomo, IN; Muncie, IN; South Bend –Mishawaka, IN; Battle Creek, MI; Detroit-Ann Arbor, MI; Flint, MI; Grand Rapids, MI; Kalamazoo, MI; Lansing – East Lansing, MI; Akron, OH; Cleveland – Lorain – Elyria, OH; Columbus, OH; Dayton – Springfield, OH; Toledo, OH; Appleton – Oshkosh – Neenah, WI; Eau Claire, WI; Green Bay, WI; Janesville, WI; Kenosha, WI; Madison, WI; Milwaukee, WI; Racine, WI; Sheboygan, WI (N)

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

22.80 Contract Offer No. 80– Special Access Service Offer (Cont'd)

22.80. 3 Eligibility Criteria (N)

(A) (Cont'd) (Nx)

(3) Customer must have a minimum of $2,000,000 in cumulative annual revenue for Subject Services in the following SBC Companies: Ameritech Operating Companies (Ameritech); The Southern New England Telephone Company (SNET); Pacific Bell Telephone Company (PBTC); and Southwestern Bell Telephone Company (SWBT).

(4) Customer must concurrently subscribe to the identical Contract Offer of Contract Offer No. 80 pursuant to the following tariffs:

(a) Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Section 33, Contract Offer No. 71

(b) The Southern New England Telephone Company (SNET) Tariff F.C.C. No. 39, Section 25, Contract offer No. 21

(c) Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Section 41, Contract Offer No. 59 (Nx)

(N)

22.80.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is three (3) years, commencing on the date the Customer submits the completed Letter of Subscription to the Telephone Company. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options as described in Ameritech Tariff F.C.C. No. 2 Section 7 for DS1, DS3, OCN, DSRS, and GigaMAN Service..

If, at the expiration of the Term Period, the Customer elects to continue service and does not select a payment option as described in the Ameritech Tariff F.C.C. No. 2, Section 7, Subject Services will be converted to the prevailing applicable monthly tariff rates. (N)

(x)Issued under Authority of Special Permission No. 05-042 of F.C.C.

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

22.80 Contract Offer No. 80– Special Access Service Offer (Cont'd)

22.80.4 Terms and Conditions

(A) Term Period (Cont'd)

Rate stability under Contract Offer No. 80 applies only to the rates specific to this Contract Offer as outlined in Section 22.80.6. Purchase of the Subject Services listed above are also subject to certain rates, charges and general terms and conditions in other sections of Ameritech F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in this Contract Offer.

(B) Contract Offer No. 80 is only available September 7, 2005, through October 7, 2005;

(C) In order to subscribe to Contract Offer No. 80, Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(D) Subject Services to which the Customer already subscribes as of the commencement of the Term Period, shall adhere to the Terms and Conditions of this Contract Offer and shall receive the discounted rates described in Section 22.80.6.

(E) Subject Services in Section 22.80.2 purchased after the commencement of the Term Period and on completion of the access service order, shall become fully subject to the Terms and Conditions of this Contract Offer and shall thereafter receive the discounted rates described in Section 22.80.6.

(F) Customer must subscribe to the services available under this Contract Offer in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service; (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.80 Contract Offer No. 80– Special Access Service Offer (Cont'd)

22.80.4 Terms and Conditions (Cont'd)

(G) Subject to the provisions of Section 22.80.7, DS1 and DS3 Portability, if the Customer terminates any Subject Services during the Term Period, termination liability charges shall apply in accordance with Section 22.80.8;

(H) If the Customer requests additional service features and functions not included in 22.80.6, the Customer must pay the applicable tariff rates for those additions as contained in Section 21 – Metropolitan Statistical Area Access Services;

(I) The Customer cannot subscribe to or include Subject Services subscribed to under this Contract Offer in any other contract offering;

(J) Subject Services under this Contract Offer will not be eligible for additional discounts under the Managed Value Plan (MVP) offering in Section 19;

(K) The Customer must be current on undisputed billing for existing services within 60 days after subscribing to this Contract Offer, and must remain current on all undisputed charges throughout the Term Period.

22.80.5 Minimum Annual Revenue Commitment (MARC)

(A) Establishing and Maintaining the MARC

The Customer must maintain a Minimum Annual Revenue Commitment (MARC) of $2,000,000 for each year of the three year term period for Subject Services as described in Section 22.80.2. The MARC for the first year of the Term Period (Year 1) will be established when the Telephone Company receives the Letter of Subscription from the Customer. For the purposes of calculating the Year 1 MARC, recurring annual revenue for all existing Subject Services pursuant to this Contract Offer shall be included in the calculation of the Year 1 MARC.

(B) Annual True-Up

The Customer's Year 1 MARC shall be $2,000,000 as determined upon completion of the LOS. The MARC for Years 2 and 3 will be reviewed and re-established at $2,000,000 on annual basis, effective on the Contract anniversary dates.

In the event the Customer does not meet the MARC as of each anniversary date of each term year, the Customer must pay the shortfall payment, as described in 22.80.5(C) below.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.80 Contract Offer No. 80– Special Access Service Offer (Cont'd)

22.80.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(C) Failure to Achieve the MARC

If the Customer fails to achieve the annual MARC at the end of each 12 months of the contract term period, the Customer must pay the difference between the Annual MARC for the current term year and the actual recurring annual revenue for the Subject Services. The Customer will be notified by the Telephone Company and will be required to remit a shortfall payment to reach the MARC.

The true-up calculation will be performed as follows:
Annual MARC ($ 2,000,000.00) - Actual Annual recurring revenues for Subject Services as described in Section 22.80.5 (A) = Annual True-Up Amount

If the Telephone Company does not receive the shortfall payment amount within 30 days of its notification, the Customer is deemed to have terminated its Contract Offer No.80 and termination liability charges will apply as set forth in Section 22.80.8.

(N)

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.80 Contract Offer No. 80– Special Access Service Offer (Cont'd)

22.80.6 Rates and Charges

A) Monthly Recurring Charges

The tables below contain the discounted rates for this Contract Offer. The Customer must pay the following Monthly Recurring Charge (MRC) for the Subject Services as described in Section 22.80.2.

DS-1	**Monthly Rate Per Circuit**
(1) Local Distribution Channel (LDC) – 0 miles	$113.00
(1) LDC w/ 1-10 miles	$185.00
(1) LDC w/ 11-20 miles	$225.00
(1) LDC w/Over 20 miles	$225.00
** plus $7 for each mile over 20 miles	

DS-3	**Monthly Rate Per Element**
LDC – TZUP+	$775.00
Channel Mileage Termination per pt of termination – CZ4X+	$232.75
Channel Mileage per mile – 1YZX+	$25.00
Central Office Mux – QM3X+	$427.50

		Monthly Rate Per Element		
Optical Carrier Network PT-to-PT	**USOC**	**OC-3**	**OC-12**	**OC-48**
Local Distribution Channel	TMECS	$1,067.00	$2,496.00	$5,148.00
Channel Mileage Term - per pt. of term	CM6	$311.00	$464.00	$1,108.00
Channel Mileage - per mile	1L5XX	$203.00	$203.00	$312.00
OC-3 Add/Drop Multiplexing	MPECX	$ 751.20		
OC-12 Add/Drop Multiplexing	MPEDX		$ 1,872.00	
OC-48 Add/Drop Multiplexing (not to exceed 12 DS3s or equivalent)	MXRFX			$936.00
Add/Drop Function – per DS1	MXJAX	$40.00		
Add/Drop Function – per DS3	MXJBX	$93.60	$93.60	93.60
Add/Drop Function – per OC3	MXJCX		$120.00	$120.00
Add/Drop Function – per OC12	MXJEX			$300

SONET OC48 RING	**USOC**	**Monthly Rate**
NODE - Dedicated Svc, CO Node - OC48 (2.4 Gbps)	FC5EX	$3,249.50
NODE - Dedicated Svc, Prem Node - OC48 (2.4 Gbps)	FP5EX	$4,122.50
GigaMAN® Service – 1GBPS	**USOC**	**Monthly Rate**
Local Distribution Channel – per pt of termination	TMECS	$2,223.00
Channel Mileage Termination– per pt of mileage term (2)	CM6	$78.00
Channel Mileage – per mile	1L5XX	$78.00

(N)

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

22.80 Contract Offer No. 80– Special Access Service Offer (Cont'd)

22.80.6 Rates and Charges (Cont'd)

(B) Non-Recurring Charges

(1) The Telephone Company shall waive the following Non-Recurring Charges associated with the purchase of qualifying DS1 and DS3 Services subscribed to this Contract Offer:

(a) Administrative Charge per order
(b) Design and Central Office Connection Charge per Circuit
(c) Customer Connection Charge per termination

(2) Non-Recurring Charges and/or Special Construction Charges may apply to new installations of OCN, DSRS, and GigaMAN Service subscribed to this Contract Offer based on the cost of the Telephone Company to provide the new service.

22.80.7 DS1 and DS3 Portability

(A) DS1 Portability shall be provided as follows:

The Telephone Company shall credit the Customer any paid early termination liability charges for the disconnection of DS1s throughout the term of Contract Offer No. 80 as long as the DS1 has been in service for a minimum of one (1) year, provided that the eligibility criteria in Section 22.80.3 and terms and conditions in Section 22.80.4 have been met. The in-service period is calculated from the date the circuit is installed, which may be earlier than the date the Term Period of Contract Offer No. 80 begins.

(B) DS3 Portability shall be provided as follows:

The Telephone Company will credit the Customer paid early termination liability charges for the disconnection or move of DS3s in each year throughout the term of Contract Offer No. 80, provided that the eligibility criteria in Section 22.80.3 and terms and conditions in Section 22.80.4 have been met. The number of DS3 circuits disconnected or moved each year without termination liability charge is not to exceed 10% of DS3 circuits in place at the beginning of each year of the term period. Disconnects or moves in excess of 10% will incur early termination liability charges in accordance with the termination liability described in Section 22.80.8.

(N)

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

22.80 Contract Offer No. 80– Special Access Service Offer (Cont'd)

22.80.8 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in Section 7.4.10 (C). If the Customer terminates Subject Services under this Contract or terminates the Contract Offer in its entirety before the completion of the term period for any reason, 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 30 days prior to the desired date of termination of the Subject Services pursuant to this Contract Offer.

If the Customer fails to meet any of the eligibility criteria in Section 22.80.3, or fails to meet any of the Terms and Conditions in Section 22.80.4, the Customer will be deemed to have terminated services under this Contract Offer and Termination Liability is payable.

(A) Customer terminates a Subject Service:

If the Customer terminates a Subject Service before the completion of the term period, the Customer's termination liability charge for termination of service shall be equal to:

50% of the monthly charges on the unexpired portion of the three (3) year 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%).

Example: The Customer terminates service on a DS3 with a $ 1202.50 monthly charge after thirty (30) months of service and has six (6) months remaining in the thirty-six (36) month term. The termination liability would be calculated as:

$ 1202.50 X 6 X .50 = $ 3607.50 termination liability charge. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.80 Contract Offer No. 80– Special Access Service Offer (Cont'd) (N)

22.80.8 Termination Liability (Cont'd)

(B) Customer terminates Contract Offer

If the Customer terminates this Contract Offer before the completion of the term period, the Customer's termination liability charges for termination of the contract shall be equal to:

The difference between the Actual Current Annual Recurring Revenue for Subject Services and the annual MARC at the time of termination, plus 50% of the annual MARC at the time of termination for each subsequent year remaining in the term period.

(Annual MARC – Annual Current Recurring Revenue) + 50% (Annual MARC x years remaining) = termination liability.

Example: the Customer terminates the contract in Year 2 and Customer has 1 year remaining in a 3 year term period. Customer's annual MARC at time of termination is $2,000,000 and actual recurring revenue is $1,500,000. The Termination liability charge will be as follows:

($2,000,000 – 1,500,000) + (50% 0f $2,000,000 x 1) = $ 1,500,000. termination liability charge.

(N)

22. Pricing Flexibility Contract Offerings (N)

22.81 Contract Offer No. 81 – DS1/DS3 and OC-3/OC-12 Point to Point Transport Service Offer

22.81.1 General Description

Contract Offer No. 81 - DS1/DS3 and OC-3/OC-12 Point to Point Transport Service Offer, is an access discount pricing plan that provides the Customer with discounted rates for new facilities configured as described in Section 22.81.4 (B). Qualified services under Contract Offer No. 81 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) described in Section 22.81.3 (1). Contract Offer No. 81 is available for subscription September 16, 2005 through October 16, 2005. This Contract Offer is not renewable.

22.81.2 Subject Services

Contract Offer No. 81 applies to Pricing Flexibility-qualified services (hereafter referred to as Subject Services) contained in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2,

(A) DS1 Service - Section 21.5.2.7,
(B) DS3 Service - Section 21.5.2.7, and
(C) Optical Carrier Network Point to Point Service – OC-3 and OC-12 Service Section 21.5.2.8 (A)

All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by their respective tariff sections, except as noted herein.

22.81.3 Eligibility Criteria

The following eligibility criteria must be met to purchase Subject Services pursuant to Contract Offer No. 81:

(A) Service must be located in the following Pricing Flexibility MSA: Indianapolis, IN.

(B) The Customer must purchase one hundred (100) new DS1 Subject Services, as described in Section 22.81.4 (D) herein.

(C) The Customer must purchase six (6) DS3 Subject Services.

(D) The Customer must provide documentation that equivalent Subject Services are currently provided, or can be provided, by another carrier other than the Telephone Company. Documentation may include, but is not limited to, circuit detail records, invoices or service proposals. Documentation must be provided within 30 days of the effective date of this Contract No. 81. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.81 Contract Offer No. 81 – DS1/DS3 and OC-3/OC-12 Point to Point Transport Service Offer (Cont'd) (N)

22.81.4 Terms and Conditions

(A) Term Period

The term of Contract Offer (Contract Term Period) shall be five (5) years, commencing on the date the Telephone Company receives the Letter of Subscription.

The term applicable to each new Subject Service (Service Term Period) shall be five (5) years; commencing on the date the access service order for each such Subject Service is completed.

If the Customer elects to continue services at the expiration of the Term Period, the Customer may, by written notification to the Telephone Company within 60 days prior to the expiration of the Term Period, select from the payment options as described in Section 21.5.2.8.

If, at the expiration of the Term Period, the Customer does not elect an option as described above, the Subject Services will be converted to the prevailing applicable monthly extension rates found in Section 21.5.2.8.

Rate stability under this Contract Offer applies only to the rates specific to Contract Offer No. 81. Purchase of the services listed above under Contract Offer No. 81 is also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such rates and charges may be modified through the filing of tariff revisions at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in Contract Offer No 81.

(B) General

(1) The Customer must subscribe to the services available under Contract Offer No. 81 in accordance with the regulations set forth in Section 5-Ordering Options for Switched & Special Access Services.

(2) The Subject Services provided under this Contract Offer shall also be subject to certain rates, charges and general terms and conditions as set forth in Sections: 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer.

(3) If the Customer discontinues service under this Contract Offer during the Term Period, termination liability charges described in Section 22.81.9 will apply.

(4) The Customer may not subscribe to Subject Services under, or include Subject Services in any future promotional tariff, contract offering, or discount plan, concurrently with this Contract Offer.

(5) Commingling, as defined in Ameritech Tariff F.C.C No. 2, Section 2.6, of Subject Services under this Contract Offer, is prohibited. (N)

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

22.81 Contract Offer No. 81 – DS1/DS3 and OC-3/OC-12 Point to Point Transport Service Offer (Cont'd)

22.81.4 Terms and Conditions (Cont'd)

(C) Subscription

(1) This Contract Offer is available for subscription only from September 16, 2005 through October 16, 2005.

(2) To subscribe to this Contract Offer the customer must meet all eligibility criteria outlined in 22.81.3, and submit a Letter of Subscription (LOS) to the Telephone Company.

(D) Purchase Requirements

(1) The Customer must purchase new DS1 Subject Services as follows:

(a) The Customer must order one hundred (100) DS1 Subject Services within ninety (90) days after submitting its LOS.

(b) The Customer must request installation completion of those one hundred (100) DS1 Subject Services within ninety (90) days after the Telephone Company's receipt of the Customer's LOS.

(c) The Customer may order no more than the following number of new DS1 Subject Services under this Contract Offer during each year of the Term Period:
(i) Year One - 150 DS1 Subject Services
(ii) Year Two - 100 DS1 Subject Services
(iii) Year Three - 75 DS1 Subject Services
(iv) Year Four - 70 DS1 Subject Services
(v) Year Five - 65 DS1 Subject Services

(d) Additional DS1 Subject Services, in excess of those permitted under this Contract Offer, as described in Section 22.81.4(c), will be charged prevailing tariff rates as described in Section 21.5.2.7.

(e) The Customer may convert existing DS1 facilities to the terms and conditions of this Contract Offer, provided they meet the terms and conditions of this Contract Offer.

(f) DS1 Subject Services provided pursuant to this Contract Offer must include a minimum of one Local Distribution Channel (LDC) rate element per circuit.

(g) DS1 Subject Services are eligible for circuit portability after being in service for more than 12 months as described in Section 22.81.5. Applicable non-recurring charges will apply. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.81 Contract Offer No. 81 – DS1/DS3 and OC-3/OC-12 Point to Point Transport Service Offer (Cont'd)

22.81.4 Terms and Conditions (Cont'd)

(D) Purchase Requirements (Cont'd)

(2) The Customer must purchase six (6) new DS3 facilities

(3) The Customer may purchase new OC-3 and OC-12 Point to Point Subject Services at the rates described in Section 22.81.8 (Table 1) herein.

22.81.5 Portability

DS1 Portability shall be provided as follows: The Telephone Company shall credit the Customer any paid early termination liability charges for the disconnection of DS1s throughout the term of Contract Offer No. 81 as long as the DS1 has been in service for a minimum of one (1) year, provided that the eligibility criteria in Section 22.81.3 and the terms and conditions in Section 22.81.4 have been met. The in-service period is calculated from the date the circuit is installed, which may be earlier than the date the Term Period of Contract Offer No. 81 begins.

22.81.6 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 81 pursuant to Ameritech Tariff F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in Section 2.1.2 are met, unless (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.81 Contract Offer No. 81 – DS1/DS3 and OC-3/OC-12 Point to Point Transport Service Offer (Cont'd)

22.81.7 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all 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 of acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services as provided for in this Contract Offer will continue to be maintained at the same volume, rates, terms, and conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.81 Contract Offer No. 81 – DS1/DS3 and OC-3/OC-12 Point to Point Transport Service Offer (Cont'd)

22.81.8 Rates and Charges

The Customer must pay the following Monthly Recurring Charges (MRCs) for the Subject Services provided under this Contract Offer, as described in Table 1 below:

Note: All mileage zones for DS1 and DS3 Subject Services are flat rated.

Table 1

DS1 Rate Element	**USOC**	**5 year Rate**
DS1 CHANNEL TERMINATION - Per Point of Termination	TZ4XX	$ 92.00
INTEROFFICE CHANNEL MILEAGE		
FIXED	CZ4XX	$ 21.03
PER MILE	1YZXX	$ 3.58
CENTRAL OFFICE MULTIPLEXING - DS1 TO DS0 - Per Arrangement	QMVXX	$ 168.00
DS3 Rate Element	**USOC**	**5 year Rate**
LDC	TZUPX	$ 895.49
Tran-Fixed	CZ4XX	$ 190.80
Tran-Var	1YZXX	$ 8.90
Mux	QM3XX	$ 303.85
OC-3 PTP Rate Element	**USOC**	**5 year Rate**
Local Distribution Channel	TMECS	$ 894.38
Fixed Mileage	CM6	$ 365.00
Variable Mileage	1L5XX	$ 200.00
1+1 Protection with Route Survivability - per LDC	P8T	$ 57.00
1+1 Protection with Route Survivability - per quarter mile	S2DXY	$ 18.55
OC-12 PTP Rate Element	**USOC**	**5 year Rate**
Local Distribution Channel	TMECS	$ 2,136.96
Fixed Mileage	CM6	$ 560.00
Variable Mileage	1L5XX	$ 360.40
1+1 Protection with Route Survivability - per LDC	P8T	$ 166.42
1+1 Protection with Route Survivability - per quarter mile	S2DXY	$ 27.83

(N)

Rate elements not described herein will continue to be billed at otherwise applicable tariff rates, as described in Section 21.5.2.7 and Section 21.5.2.8 (A).

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.81 Contract Offer No. 81 – DS1/DS3 and OC-3/OC-12 Point to Point Transport Service Offer (Cont'd)

22.81.9 Termination Liability

If Customer terminates Contract Offer No. 81 or individual Subject Services included under this Contract Offer, the termination liability language contained below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 21. Customer must pay to the Telephone Company termination liability charges as described below if Customer terminates this Contract Offer before the completion of the term period for any reason, or if Customer is not in compliance with Terms and Conditions in Section 22.81.4. These charges shall become due as of the effective date of the termination and are payable within 30 days of the billing invoice date. Customer's termination liability charges for termination of service shall be equal to 50% of all recurring charges for the balance of the Customer's five (5) year Term Period, and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 50%)

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

$200,000 X 24 months X 50% = $2,400,000 Termination Liability

(N)

(N)

22. Pricing Flexibility Contract Offerings

22.82 Contract Offer No. 82– OC-48 Dedicated SONET Ring Service Offer

22.82.1 General Description

OC-48 Dedicated SONET Ring Service Offer is an access discount plan that permits customers located in a Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) to upgrade an existing OC-12 Dedicated SONET Ring Service to an OC-48 Dedicated SONET Ring Service and pay the rates listed in Section 22.82.5. Customer must meet the eligibility criteria listed in Section 22.82.3, below, and comply with the Contract Offer No. 82 terms and conditions listed in Section 22.82.4. This Contract Offer No. 82 is available in the Chicago, Illinois MSA.

Contract Offer No. 82 is only available for subscription September 23, 2005 through October 23, 2005. This offer is not renewable.

22.82.2 Subject Services

Contract Offer No. 82 applies to pricing-flexibility-qualified access service (hereafter referred to as Subject Service) contained in the following tariff section:

- OC-48 Dedicated SONET Ring Service – Ameritech Tariff F.C.C. No. 2, Section 7.2.11.

22.82.3 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive discounts for the purchase of Subject Service pursuant to Contract Offer No. 82:

(1) Service must be located in Pricing Flexibility Qualified MSA: Chicago, Illinois;

(2) Customer must upgrade one (1) existing OC-12 Dedicated SONET Ring Service to a new OC-48 Dedicated SONET Ring Service; and

(3) Mileage for the new OC-48 Dedicated SONET Ring Service must be, at a minimum, 50 miles.

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

22.82.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years, commencing on the date the service order is completed. Billing for Contract Offer No. 82 commences no later than 30 days after the Telephone Company's completion of the access service order, with the billing begin date to be the same as the service order completion date. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options as described in Ameritech Tariff F.C.C. No. 2 Section 7 for OC-48 Dedicated SONET Ring Service.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.82 Contract Offer No. 82– OC-48 Dedicated SONET Ring Service Offer (Cont'd)

22.82.4 Terms and Conditions (Cont'd)

(A) Term Period (Cont'd)

If, at the expiration of the Term Period, the Customer elects to continue service and does not select a payment option as described in the Ameritech Tariff F.C.C. No. 2, Section 7, Subject Service will be converted to the prevailing applicable monthly rates.

Rate stability under Contract Offer No. 82 applies only to the rates specific to this Contract Offer, as outlined in Section 22.82.5. Purchase of the Subject Service listed above is also subject to certain rates, charges and general terms and conditions in other sections of Ameritech F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in this Contract Offer.

(B) Contract Offer No. 82 is only available September 23, 2005, through October 23, 2005;

(C) Contract Offer No. 82 discounted rates, as described in Section 22.82.5, applies to the purchase of a new OC-48 Dedicated SONET Ring Service that is upgraded from an existing OC-12 Dedicated SONET Ring Service;

(D) In order to subscribe to Contract Offer No. 82, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company;

(E) If the Customer should discontinue service under Contract Offer No. 82 during the Term Period, termination liability charges will apply in accordance with Section 22.82.6;

(F) Customer must subscribe to the service available under this Contract Offer No. 82 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(G) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(H) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 82, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of service include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(I) The Customer will not be able to subscribe to any other contract offering in Section 22 in conjunction with Contract Offer No. 82 that might be offered by the Telephone Company now or in the future for service covered under this Contract Offer 82.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.82 Contract Offer No. 82– OC-48 Dedicated SONET Ring Service Offer (Cont'd)

22.82.4 Terms and Conditions (Cont'd)

(J) Customers who subscribe to Contract Offer No. 82 may disconnect DS1, DS3 and OC-3 Ports without changing the Term Period or incurring termination liability;

(K) Subject Service under this Contract Offer will not be eligible for additional discounts under the Managed Value Plan (MVP) offering in Section 19. This Contract Offer No. 82 cannot be combined with any other promotion, contract, or discount offer; and

(L) Commingling, as defined in F.C.C. Tariff No. 2 Section 2.6, is prohibited.

22.82.5 Rates and Charges

Customer must pay the following Monthly Recurring Charge (MRC) in Table A for the OC-48 Dedicated SONET Ring Service:

Table A

OC-48 Dedicated SONET Ring Service	USOC	QTY	Unit Price	MRC
OC-48 Node – Customer Prem, Initial	FP5EX	7	$ 3,772.00	$ 26,404.00
OC-48 Node – Central Office	FC5EX	1	$ 3,352.00	$ 3,352.00
OC-48 Mileage per mile	1L5XX	50	$ 176.00	$ 8,800.00
DS1 Port at OC-48 Node	SPRLX	672	$ 36.00	$ 24,192.00
DS3 Port at OC-48 Node	SPRKX	2	$ 88.00	$ 176.00
OC-3 Port at OC-48 Node	SPRJX	22	$ 108.00	$ 2,376.00
Optical to Electrical Mux	MXJDX	10	$ 560.00	$ 5,600.00
				$ 70,900.00

The following OC-48 Dedicated SONET Ring Service Non-recurring charges in Table B will be waived.

Table B

Administrative Charge	$0.00
Design and C.O. Connection Charge – OC-48	$0.00

Customer may add additional ports as specified in Table C. The additional ports will be co-terminus with the Contract Offer Term Period.

Table C

Additional Features	USOC	Unit Price	NRC
DS1 Port at OC-48 Node	SPRLX	$ 36.00	$ 0.00
DS3 Port at OC-48 Node	SPRKX	$ 88.00	$ 0.00
OC-3 Port at OC-48 Node	SPRJX	$ 108.00	$ 0.00

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.82 Contract Offer No. 82– OC-48 Dedicated SONET Ring Service Offer (Cont'd)

22.82.6 Termination Liability

The termination language contained below applies in lieu of termination liability language contained in Section 7.4.10 (C). If the Customer terminates Subject Services before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the terms and conditions of this Contract Offer. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below.

The Customer's termination liability charges shall be equal to:

50% of all recurring charges for the balance of Customer's five (5) year term.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a $70,000 monthly rate terminates service after four years and has twelve months remaining in a five year term plan. The termination liability would be calculated as:

$70,000 X 12 X 50% = $420,000 termination liability charge.

(N)

22. Pricing Flexibility Contract Offerings

(N)

22.83 Contract Offer No. 83 – OC-3 Special Access Offer

22.83.1 General Description

Contract Offer No. 83 – OC-3 Special Access Offer is an access discount pricing plan that provides the Customer with discounted rates for new access services. Qualified services under Contract Offer No. 83 are available only in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs), as described in Section 22.83.2 (A). Contract Offer No. 83 is available for subscription September 23, 2005 through October23, 2005.
This Contract Offer is not renewable.

22.83.2 Eligibility Criteria

The following eligibility criteria must be met for pricing flexibility qualified services (hereafter referred to as Subject Services) to be provided under this Contract Offer:

(A) The Subject Services must be located in the following Pricing Flexibility MSA: Bloomington, IN and Indianapolis, IN;

(B) Subject Services must be provided in Ameritech Tariff F.C.C. No. 2, Section 21 Optical Carrier Network (OCN) Point-to-Point Service, OC-3/OC-3c; and

(C) The Customer must provide documentation that an equivalent Subject Service is currently provided or can be provided by another carrier other than the Telephone Company. Documentation may include, but is not limited to, circuit detail records, invoices or service proposals.

22.83.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is one (1) year, commencing on the date the Telephone Company provides Service to the Customer.

Upon the expiration of the Term Period, the Subject Services provided under this Contract Offer will be subsequently provided under the prevailing applicable monthly extension rates found in Ameritech Tariff F.C.C No. 2.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.83 Contract Offer No. 83 – OC-3 Special Access Offer (Cont'd) (N)

22.83.3 Terms and Conditions (Cont'd)

(B) Contract Subscription

(1) This Contract Offer is available for subscription September 23, 2005 through October 23, 2005.

(2) To subscribe to this Contract Offer, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(C) General

(1) The Customer must purchase two new OC-3 OCN Point-to-Point service, configured as described below, within thirty (30) days of subscription to this Contract Offer:

(a) 'A' location must be connected to a Customer designated location;
(b) 'Z' location must be a Customer designated multiplexer within a Serving Wire Center (SWC);
(c) 1+1 Protection will be provided;

(2) This Contract Offer will only apply to two OC-3 OCN Point-to-Point Service as described above.

(3) If the Customer should discontinue service under this Contract Offer during the Term Period, a termination charge will apply in accordance with Section 22.83.7 for the discontinued services.

(4) Commingling, as defined in Ameritech F.C.C. No. 2, Section 2.6 of Subject Services under this Contract Offer, is prohibited.

(5) The Customer may not include Subject Services provided under this Contract Offer in any other promotional tariff, contract offer, or other discount plan concurrently with this Contract Offer.

(6) All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by Ameritech Operating Companies (AIT) Tariff F.C.C. No. 2, except as noted herein. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.83 Contract Offer No. 83 – OC-3 and DS3 Special Access Offer (Cont'd) (N)

22.83.4 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to AIT Tariff F.C.C. No. 2, Section 2.2.1, the Telephone Company will acknowledge such transfer or assignment if the criteria in Section 2.2.1 are met, unless (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.83.5 Mergers and Acquisitions

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

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.83 Contract Offer No. 83 – OC-3 and DS3 Special Access Offer (Cont'd)

22.83.6 Rates and Charges

The Customer must pay the following Monthly Recurring Charge (MRC) for each rate element that comprises the Subject Services provided under this Contract Offer.

Rate Elements – OC3	Applicable USOC	MRC
Local Distribution Channel – Per point of termination	TMECS	$1,365.95
Channel Mileage Termination = Per point of mileage termination	CM6	$328.30
Channel Mileage – per mile	1L5XX	$175.00
OC3 add/drop multiplexing – per arrangement	MPECX	$1,107.00
Add/Drop function per DS3 - add or drop	MXJBX	$120.00
1 + 1 Protection	P8T	$57.00

Any rate elements not described herein will be subject to the applicable rates and charges outlined in AIT Tariff F.C.C. No. 2.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.83 Contract Offer No. 83 – OC-3 and DS3 Special Access Offer (Cont'd)

22.83.7 Termination Liability

The termination liability language contained below applies in lieu of the termination liability language described in AIT Tariff F.C.C. No. 2. If the Customer requests termination of this Contract Offer, or requests termination of individual Subject Services provided under this Contract Offer, or is not in compliance with the Terms and Conditions of this Contract Offer, the Customer will be liable for a termination charge. This charge shall become due as of the effective date of the termination and is payable within 30 days of the billing invoice date.

The termination charge shall be equal to 50% of the recurring charges for the balance of the Term Period and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (months remaining in Term Period) multiplied by (termination liability percentage of 50%) = Termination Charge

Example: Customer has $200,000 in recurring charges. If the service is terminated after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month Term Period, the termination charge would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Charge

(N)

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22. Pricing Flexibility Contract Offerings (N)

22.84 Contract Offer No. 84 – OC-48 Dedicated Ring Service Offer

22.84.1 General Description

OC-48 Dedicated Ring Service Offer (Contract Offer No. 84) permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.84.4 for three (3) new OC-48 Dedicated Ring Service and subtending DS3 Service.

22.84.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to purchase Contract Offer No. 84:

(1) Service must be located in Pricing Flexibility MSAs: Milwaukee and Madison, Wisconsin; and

(2) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(B) Contract Offer No. 84 applies to pricing flexibility qualified access service, OC-48 Dedicated Ring Service and DS3 Service, contained in Ameritech Telephone Company Tariff F.C.C. No 2, Section 21; and

(C) All terms and conditions for the qualified service listed above are governed by its respective tariff section except as noted herein. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.84 Contract Offer No. 84 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.84.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years, commencing on the date billing begins. Billing commences for each new OC-48 Dedicated SONET Ring Service and subtending DS3 Service no later than 30 days after the Telephone Company's completion, and Customer acceptance of access service order. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options as described in Section 7 for OC-48 Dedicated SONET Ring Service, and DS3 Service.

If, at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option as described in Section 7, the OC-48 Dedicated Ring Service and subtending DS3 Service will be converted to the monthly extension rates found in Section 21.5.2 or Section 7, as applicable.

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 84 as listed in Section 22.84.4. Purchase of the services listed above under Contract Offer No. 84 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in Contract Offer No 84.

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.84 Contract Offer No. 84 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.84.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer No. 84 is only available September 24, 2005 through, October 24, 2005;

(2) OC-48 Dedicated Ring Service, as described in Section 22.84.4, must be for new installation only;

(3) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company;

(4) The Customer must purchase two (2) new OC-48 Dedicated Ring Services within ninety (90) days of subscribing to Contract Offer No. 84;

(5) If the Customer does not order two (2) new OC-48 Dedicated Ring Services within ninety (90) days of subscribing to Contract Offer No. 84, all provisioned rate elements under Contract Offer No. 84 will be converted to the prevailing sixty (60) month tariff rates in Section 7 and Section 21. as applicable;

(6) The Customer must subscribe to the services available under this Contract Offer No. 84 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(7) If, after the Customer has submitted the Letter of Subscription and prior to the commencement of the Term Period, the Customer cancels the Letter of Subscription, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(8) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 84, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(9) The Customer will not be able to subscribe to any other contract offering in Section 22 in conjunction with Contract Offer No. 84 that might be offered by the Telephone Company for services covered under this Contract Offer 84;

(10) If the Customer should discontinue service under Contract Offer No. 84 during the Term Period, termination liability charges will apply in accordance with Section 22.84.5;

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.84 Contract Offer No. 84 – Dedicated Ring Service Offer (Cont'd)

22.84.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(11) Services under Contract Offer No. 84 will not be eligible for discounts under the Managed Value Plan (MVP) offer in Section 19;

(12) The Telephone Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Notice will be provided utilizing mutually agreed upon methods. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the Customer to determine reasonable notification requirements including any advance notification, as applicable.

(13) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 84 pursuant to Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in Section 2.1.2 are fulfilled, unless 1) The proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) If the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding or had a receivership or bankruptcy proceeding initiated against it.

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or
(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

(N)

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

22.84 Contract Offer No. 84 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.84.4 Rates and Charges

(A) OC-48 Dedicated Ring Service Rates and Charges:

(1) The Customer shall pay the Nonrecurring Charges (NRC) as listed in Section 7 or Section 21, as applicable; and

(2) The Customer shall pay the following Monthly Recurring Charges (MRC) listed below, as applicable:

(a) The Customer will pay MRC of $38,996.00 for one (1) new OC-48 Dedicated Ring Service with the capacity limits listed in Table A below:

Table A:

OC-48 Dedicated Ring Service Rate Elements	USOC	Quantity
OC-48 Node	FP5EX	1
	FC5EX	4
OC-3 Node	FC5CX	2
OC-3 Mileage	1L5XX	28
OC-48 Mileage	1L5XX	40
Ports – OC3/OC3c @ OC48 Node	SPRJX	4
Ports - OC12/OC12c @ OC-48 Node	SPRHX	4
Ports – DS3 @ OC-48 Node	SPRKX	45
Ports - DS1 @ OC-3 Node	SPRAX	84

(b) The Customer will pay MRC $21,304.00 for one (1) new OC-48 Dedicated Ring Service with the capacity limits listed in Table B below:

Table B:

OC-48 Dedicated Ring Service Rate Elements	USOC	Quantity
OC-48 Node	FP5EX	1
	FC5EX	3
Mileage	1L5XX	20
Ports - OC12/OC12c	SPRHX	4
Ports – DS3	SPRKX	48

(c) Within the first twelve months of subscribing to Contract Offer No. 84, Customer may purchase a third (3rd) OC-48 Dedicated Ring Service with the capacity limits listed in Table B above, and pay MRC of $19,884.00;

(d) Within the thirteenth (13th) and the twenty-fourth (24th) months of subscribing to Contract Offer No. 84, Customer may purchase a third (3rd) OC-48 Dedicated Ring Service with the capacity limits listed in Table B above, and pay MRC of $21,304.00;

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.84 Contract Offer No. 84 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.84.4 Rates and Charges (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

(e) If the Customer purchases a third (3rd) OC-48 with the capacity limits listed in Table B above after the twenty-fourth (24th) month, and before the end of the sixtieth (60th) month of subscribing to Contract Offer No. 84, Customer will pay MRC of $22,724.00;

(f) If the Customer reconfigures the OC-48 Dedicated Ring Services provisioned under Contract Offer No. 84, so that a OC-48 Add/Drop Capability (MPEFX) rate element is required Customer will pay MRC of $725.00 per arrangement, as required; and

(g) The Customer will pay MRC of $1,340.00 for each DS3 Service subtending the OC-48 Dedicated Ring Services provisioned under Contract Offer No. 84 with the configuration limits listed in Table C below:

Table C:

DS3 Service Rate Elements	USOC	Quantity
Channel Termination	TUZPI	1
	TUZP2	
	TUZP3	
	TUZP4	
	TUZP5	
Channel Mileage (Fixed)	CZ4X1	1
	CZ4X2	
	CZ4X3	
	CZ4X4	
	CZ4X5	
Channel Mileage (Per Mile)	1YZX1	10
	1YZX2	
	1YZX3	
	1YZX4	
	1YZX5	
Central Office Multiplexing (per DS3)	QM3X1	1
	QM3X2	
	QM3X3	
	QM3X4	
	QM3X5	

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

22.84 Contract Offer No. 84 – Dedicated Ring Service Offer (Cont'd)

22.84.4 Rates and Charges (Cont'd)

(B) If a node is added after the initial installation of the OC-48 Dedicated Ring Service, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the node MRC for a minimum period of 12 (twelve) months; and

(C) If the Customer requests additional bandwidth, ring nodes, ring mileage, drop ports or other service features and functions not included in Table A, B, C or Section 22.84.4 (A) (2) (f) above, the Customer will pay the prevailing tariff rates for those additions as contained in Section 21-Metropliatian Statistical Area Access Services.

(N)

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

22.84 Contract Offer No. 84 – Dedicated Ring Service Offer (Cont'd)

22.84.5 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If the Customer terminates Contract Offer 84 before the completion of the Term Period for any reason, the Customer must pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination. Customer's termination liability charges for termination of service shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's five (5) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: Customer with a $25,000 monthly recurring charge terminates service after thirty-six (36) months and has twenty-four (24) month remaining in a sixty (60) month term plan. The termination liability would be calculated as:

$25,000 X 24 X 50% = $300,000 termination liability charge.

(N)

(N)

22. Pricing Flexibility Contract Offerings

22.85 Contract Offer No. 85 – OC-48 Dedicated Ring Offer (N)

22.85.1 General Description

OC-48 Dedicated Ring Offer (Contract Offer No. 85) permits Customers located in Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.85.5 for new OC-48 Dedicated Ring Services. Customers must meet the eligibility criteria, as set forth in Section 22.85.2, and the Terms and Conditions, as set forth in Section 22.85.3, to receive discounts under this Contract Offer.

This Contract Offer is available September 27, 2005 through October 27, 2005 and this offer is not renewable

22.85.2 Contract Offer No. 85 - Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the Contract Offer 85 discount:

(1) Service must be located in an MSA listed in 22.85.3 (B)(1);

(2) Service must be for two (2) new OC-48 Dedicated Ring Services only; and

(3) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(B) Contract Offer No. 85 applies to pricing-flexibility-qualified access services contained in the following tariff section (referred to as “Subject Services”):

(1) OC-48 Dedicated Ring Service - Ameritech Tariff F.C.C. No. 2, Section 21.

(C) All terms and conditions for the Subject Services listed above are governed by their respective tariff sections except as noted herein. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.85 Contract Offer No. 85 – OC-48 Dedicated Ring Offer (Cont'd)

22.85.3 Contract Offer No. 85 - Terms and Conditions

(A) Term Period

The contract term is five (5) years, (the "Term Period") commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's completion of each OC-48 Dedicated Ring access service order. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options in:

- Section 7 for OC-48 Dedicated Ring Service,

If, at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option from the sections above, the Customer will automatically be billed the monthly extension rates found in Section 21.5.2.

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 85 as listed in Section 22.85.4. Purchase of the services listed above under Contract Offer No. 85 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2, as set forth in Sections: 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. 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 regulations described in Contract Offer No. 85.

Purchase of the services listed above under Contract Offer No. 85 are subject to the specific terms and conditions of Section 22.85.3. Purchase of the services listed above under Contract Offer No. 85 are also subject to general terms and conditions of F.C.C. Tariff No. 2 and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.85 Contract Offer No. 85 – OC-48 Dedicated Ring Offer (Cont'd) (N)

22.85.3 Contract Offer No. 85 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer No. 85 is available only for circuits located in the following MSAs: Cleveland, OH and Indianapolis, IN.

(2) This Contract Offer No. 85 is only available for subscription September 27, 2005 through October 27, 2005.

(3) In order to subscribe to Contract Offer No. 85, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(4) If the Customer should discontinue service under Contract Offer No. 85 during the Term Period, termination liability charges will apply in accordance with Section 22.85.5.

(5) If, after the Customer has submitted the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(6) The Customer must subscribe to the services available under this Contract Offer No. 85 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service.

(7) If the Customer requests modifications to the Contract Offer No. 85 network design originally constructed for the Customer under Contract Offer No. 85, the Customer agrees to pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and Customer premise rearrangements.

(8) Except as provided for in Section 22.85.3(B)(9) below, the Customer will not be able to subscribe to or include the Subject Services in any future promotional, contract offering, or discount plan in conjunction with this Contract Offer.

(9) Provided that the Customer meets the Eligibility Criteria in Section 22.85.2 and the Terms and Conditions in Section 22.85.3, the Customer will be allowed to terminate this Contract Offer without incurring Termination Liabilities as set forth in Section 22.85.5, herein, if the Customer subsequently obtains the same Subject Services available under this Contract Offer pursuant to a new effective contract tariff offered by the Telephone Company, provided that the Customer meets the following criteria for subscription to the new contract offer:

(a) the Customer submits an LOS for purposes of subscribing to the Subject Service pursuant to the new contract offer; (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.85 Contract Offer No. 85 – OC-48 Dedicated Ring Offer (Cont'd) (N)

22.85.3 Contract Offer No. 85 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(9) (Cont'd)

(b) The Customer obtains, pursuant to the new contract offer, Subject Services with a capacity equal to or greater than the capacity of the Subject Service provided pursuant to this Contract Offer;

(c) The monthly revenues of the new contract offer are equal to, or greater than, those of this Contract Offer; and

(d) The Term Period of the new contract offer is at least three (3) years.

(10) If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 85 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 2, Section 2.1.2 are fulfilled, unless the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

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

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

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

- "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or
- "high risk" in a Paydex score as published by Dun and Bradstreet.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.85 Contract Offer No. 85 – OC-48 Dedicated Ring Offer (Cont'd) (N)

22.85.3 Contract Offer No. 85 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

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

22.85.4 Contract Offer No. 85 - Rates and Charges

OC-48 Dedicated Ring Service Rates and Charges:
Customer shall pay the following Nonrecurring Charge (NRC) and Monthly Recurring Charge (MRC) for the new OC-48 Dedicated Ring Services:

(A) Nonrecurring Charges (NRC):

Administrative Charge-OC-48 (ORCMX)	$ 60.00
Design and Central Office Connection Charge-OC-48 (NRBCL)	$ 600.00

(B) Monthly Recurring Charge (MRC):

(1) OC-48 Dedicated Ring Service in Cleveland, OH $ 13,184.00

The OC-48 Dedicated Ring Service MRC includes the following components:

OC-48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	1
Central Office Node	FC5EX	2
Mileage	IL5XX	19

(2) OC-48 Dedicated Ring Service in Indianapolis, IN. $ 16,176.00

The OC-48 Dedicated Ring Service MRC includes the following components:

OC-48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	1
Central Office Node	FC5EX	2
Mileage	IL5XX	36

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.85 Contract Offer No. 85 OC-48 Dedicated Ring Offer (Cont'd)

22.85.4 Contract Offer No. 85 - Rates and Charges (Cont'd)

(B) (Cont'd)

(3) OC-48 Dedicated Ring Additional Services, Rates and Charges: Customer may subscribe to the following additional OC-48 Dedicated Ring services at the MRC rates below:

OC-48 Dedicated Ring	USOC	MRC
Additional Customer Premise Node	FP5EX	$ 3,440.00
Additional Central Office Node	FC5EX	$ 3,200.00
Additional Add/Drop Capability, Per Arrangement	MPEFX	$ 772.00
Ports - DS3 at OC-48 Node	SPRKX	$ 88.00
Ports - OC-12 at OC-48 Node	SPRHX	$ 284.00
Mileage, Per Mile OC-48	IL5XX	$ 176.00

If a node is added after the initial installation of the OC-48 Dedicated Ring, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the node MRC for a minimum period of twelve (12) months, and if the Term Period for the node is less than twelve (12) months, the Customer shall be billed at the above MRC with any lump-sum to be billed at the end of the Term Period

(N)

22. Pricing Flexibility Contract Offering (Cont'd)

(N)

22.85 Contract Offer No. 85 – OC-48 Dedicated Ring Offer (Cont'd)

22.85.5 Contract Offer No. 85 - Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If the Customer terminates Contract Offer No. 85 before the completion of the Term Period for any reason, except for service interruptions noted herein, the Customer must pay the Telephone Company termination liability charges as described below. If the Customer is not in compliance with the Eligibility Criteria in Section 22.85.2, or the Terms and Conditions in Section 22.85.3, the Customer shall be deemed to have terminated this Contract Offer and termination liability charges will apply. These charges shall become due as of the effective date of the termination, and are payable as described in Section 7.4.10. Customer's termination liability charges for termination of service shall be equal to:

50% of all monthly recurring charges (OC-48, DS1 and DS3 services) for the balance of the Customer's five (5) year Term Period.

All remaining in-service Subject Services will convert back to the prevailing tariff rates at the term that the customer signed up for. Prevailing tariff rates are highlighted in Section 7.5.9 and 7.5.10 for Phase 1 MSAs and Section 21.5.2 for Phase 2 MSAs.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: Customer with a $35,000 monthly recurring charge terminates service after three (3) years and has twenty-four (24) months remaining in a five (5) year term plan. The termination liability would be calculated as:

$35,000 X 24 X 50% = $420,000 termination liability charge.

A service interruption associated with the OC-48 Dedicated SONET Service becomes a material failure to perform, except as set forth in Section 2.1.3(H), if the Customer experiences: (a) more than two (2) service interruptions of more than five (5) minutes each during any sixty (60) day period; (b) more than twenty-four (24) aggregate hours of service interruptions during any one hundred eighty (180) consecutive day period; or (c) more than five (5) service interruptions of more than two (2) minutes each within any three hundred sixty-five (365) day period. In the event of a service interruption, as described above, the Customer shall have the right to terminate services under this Contract Offer without incurring termination liability charges. The Customer must submit written notification of its intention to terminate this Contract Offer to the Telephone Company identifying the service interruption condition within thirty (30) days of the date at which the Telephone Company provides Customer a final root cause analysis that explains the cause of the last service interruption, and order disconnection of the affected service within one hundred eighty (180) days of the written notification. The notification must include an inventory of services that the Customer wishes to terminate. Failure to provide the required notice shall constitute a waiver of the Customer’s right to terminate the Contract Offer No. 85, pursuant to this Section of this Contract Offer.

(N)

22. Pricing Flexibility Contract Offerings (N)

22.86 Contract Offer No. 86 – DS3 Transport Service Offer

22.86.1 General Description

Contract Offer No. 86 - DS3 Transport Service Offer, is an access discount pricing plan that provides the Customer with discounted rates for new facilities configured as described in Section 22.86.4 (B). Qualified services under Contract Offer No. 86 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) described in Section 22.86.3 (1). Contract Offer No. 86 is available for subscription September 27, 2005 through October 27, 2005. This Contract Offer is not renewable.

22.86.2 Subject Services

Contract Offer No. 86 applies to Pricing Flexibility-qualified services (hereafter referred to as Subject Services) contained in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2,

(A) DS3 Service - Section 21.5.2.7

All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by their respective tariff sections except as noted herein.

22.86.3 Eligibility Criteria

The following eligibility criteria must be met to purchase Subject Services pursuant to Contract Offer No. 86:

(A) Service must be located in the following Pricing Flexibility MSA: Chicago, IL.

(B) The Customer must convert one existing DS3 Subject Services, as described in Section 22.86.4 (D) herein.

(C) The Customer must purchase one (1) new DS3 Subject Service within six (6) months of the expiration of this Contract Offer .

(D) The Customer must provide documentation that equivalent Subject Services are currently provided, or can be provided, by another carrier other than the Telephone Company. Documentation may include, but is not limited to, circuit detail records, invoices or service proposals. Documentation must be provided within 30 days of the effective date of this Contract No. 86. (N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.86 Contract Offer No. 86 – DS3 Transport Service Offer (Cont'd)

22.86.4 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) shall begin upon the effective date of the Customer's Letter of Subscription (LOS), and shall continue until the date one (1) year after billing for the first Subject Service begins pursuant to this Contract Offer. Billing shall begin no later than 30 days after the Telephone Company's receipt and completion of an access service order subject to this Contract Offer.

Service terms for existing converted Subject Services and newly purchased Subject Services are co-terminus with the Contract Term. If the Customer elects to continue services at the expiration of the Term Period, the Customer may, by written notification to the Telephone Company within 60 days prior to the expiration of the Term Period, select from the payment options as described in Section 21.5.2.7.

If, at the expiration of the Term Period, the Customer does not elect an option as described above, the Subject Services will be converted to the prevailing applicable monthly extension rates found in Section 21.5.2.7.

(B) General

(1) The Customer must subscribe to the services available under Contract Offer No. 86 in accordance with the regulations set forth in Section 5-Ordering Options for Switched & Special Access Services.

(2) The Subject Services provided under this Contract Offer shall also be subject to certain rates, charges and general terms and conditions as set forth in Sections: 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer.

(3) If the Customer discontinues service under this Contract Offer during the Term Period, termination liability charges will apply.

(4) The Customer may not subscribe to Subject Services under, or include Subject Services in, any future promotional tariff, contract offering or discount plan concurrently with this Contract Offer.

(5) Commingling, as defined in Ameritech Tariff F.C.C No. 2, Section 2.6 of Subject Services under this Contract Offer, is prohibited. (N)

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

22.86 Contract Offer No. 86 – DS3 Transport Service Offer (Cont'd)

22.86.4 Terms and Conditions (Cont'd)

(C) Subscription

(1) This Contract Offer is available for subscription only from September 27, 2005 through October 27, 2005.

(2) To subscribe to this Contract Offer the Customer must meet all eligibility criteria outlined in 22.86.3 and submit a Letter of Subscription (LOS) to the Telephone Company.

(D) Purchase Requirements

(1) The Customer must purchase one (1) DS3 Subject Service as follows:

(a) Customer must purchase one (1) DS3 Subject Service within 12 months of the receipt of the LOS by the Telephone Company.

(b) Additional DS3 Subject Services, in excess of those permitted under this Contract Offer, as described in Section 22.86.4(d), will be charged prevailing tariff rates as described in Section 21.5.2.7.

(c) DS3 Subject Services provided pursuant to this Contract Offer must include a minimum of one Local Distribution Channel (LDC) rate element per circuit.

The above purchase requirements are in addition to the conversion of one (1) existing DS3 Subject Service to the rates contained in Contract No. 86. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.86 Contract Offer No. 86 – DS3 Transport Service Offer (Cont'd)

22.86.5 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 86 pursuant to Ameritech Tariff F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in Section 2.1.2 are met, unless (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.86.6 Mergers and Acquisitions

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

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.86 Contract Offer No. 86 – DS3 Transport Service Offer (Cont'd)

22.86.7 Rates and Charges

The Customer must pay the following Monthly Recurring Charges (MRCs) for the Subject Services provided under this Contract Offer, as described in Table 1 below:

Note: All mileage zones for DS3 Subject Services are flat rated.

Table 1

Description	USOC	Rate
Local Distribution Channel	TMECS	$ 2,500.00
Channel Mileage Termination	CM6	$ 656.00
Channel Mileage	1L5XX	$ 55.00

Rate elements not described herein will continue to be billed at otherwise applicable tariff rates, as described in Section 21.5.2.7.. All Applicable Non-Recurring charges apply.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.86 Contract Offer No. 86 – DS3 Transport Service Offer (Cont'd)

22.86.8 Termination Liability

If Customer terminates Contract Offer No. 86 or individual Subject Services included under this Contract Offer, the termination liability language contained below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 7. Customer must pay to the Telephone Company termination liability charges as described below if Customer terminates this Contract Offer before the completion of the Term Period for any reason, or if Customer is not in compliance with Terms and Conditions in Section 22.86.4. These charges shall become due as of the effective date of the termination and are payable within 30 days of the billing invoice date. Customer's termination liability charges for termination of service shall be equal to 100% of all recurring charges for the balance of the Customer's one (1) year Term Period, and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 100%)

Example: Customer has $2,000 in Monthly Recurring Charges. If Customer terminates service after six (6) months and has six (6) months remaining in a twelve (12) month term period, then the termination liability would be calculated as:

$2,000 X 6 months X 100% = $12,000 Termination Liability

(N)

(N)

22. Pricing Flexibility Contract Offerings

22.87 Contract Offer No. 87 - OC-48 Dedicated SONET Ring Service Offer

22.87.1 General Description

OC-48 Dedicated SONET Ring Service Offer (Contract Offer No. 87) is an access services discount pricing plan that permits Customers who meet the Eligibility Criteria in Section 22.87.3 and the Terms & Conditions in Section 22.87.4 to purchase Subject Services in Section 22.87.2 at discounted rates listed in Section 22.87.5. Subject Services under Contract Offer No. 87 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) described in Section 22.87.3(B). Contract Offer No. 87 is available for subscription from September 29, 2005 through October 29, 2005. This Contract Offer is not renewable.

22.87.2 Subject Services

(A) Contract Offer No. 87 applies to the following pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Ameritech Operating Companies Tariff F.C.C. No 2, Section 21.5.2.9 – OC-48 Dedicated Ring Service;

(2) Ameritech Operating Companies Tariff F.C.C. No 2, Section 21.5.2.7 - DS3 Service; and

(3) Ameritech Operating Companies Tariff F.C.C. No 2, Section 21.5.2.7 – DS1 Service.

(B) All terms and conditions for the Subject Services listed above are governed by their respective tariff sections, except as noted herein.

22.87.3 Eligibility Criteria

The following eligibility criteria must be met to receive the Contract Offer No. 87 discounted rates:

(A) Services must be pricing flexibility qualified access services listed in Section 22.87.2(A);
(B) Services must be located in the Detroit MSA;
(C) Subject Services ordered pursuant to this contract must be new; and
(D) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(N)

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

22.87 Contract Offer No. 87 - OC-48 Dedicated SONET Ring Service Offer (Cont'd)

22.87.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's commencement of service over the first OC-48 Dedicated Ring provided pursuant to this Contract Offer. All subtending DS3 and DS1 Subject Services, as well as any additional OC-48 Dedicated SONET Ring services provided pursuant to this Contract Offer, will be co-terminus with the Term Period of the first OC-48 Dedicated SONET Ring. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options described in Ameritech Operating Companies Tariff F.C.C. No. 2 Section 21 for OC-48 Dedicated Ring, DS3 and DS1 Service.

If, at the expiration of the Customer's Contract Term Period, the Customer does not choose to disconnect or select a payment option from the sections above, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 21.

Rate stability under Contract Offer No. 87 applies only to the rates specific to this Contract Offer as outlined in Section 22.87.5 of this Contract Offer. Purchase of the services listed above under Contract Offer No. 87 are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer.

Purchase of the services listed above under Contract Offer No. 87 are subject to the specific terms and conditions of Section 22.87.4. Purchases of the services listed above under Contract Offer 87 are also subject to general terms and conditions of Tariff F.C.C. No. 2, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

(B) Contract Offer No. 87 is available for subscription only from September 29, 2005 through October 29, 2005.

(C) In order to subscribe to Contract Offer No. 87, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(D) If, after the Telephone Company receives and executes the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation. (N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.87 Contract Offer No. 87 - OC-48 Dedicated SONET Ring Service Offer (Cont'd)

22.87.4 Terms and Conditions (Cont'd)

(E) The Customer must submit an access service order for the first OC-48 Dedicated SONET Ring to the Telephone Company within thirty (30) days after the Telephone Company executes the Customer's LOS. Failure to submit an access service order within the required interval shall constitute cancellation of the LOS.

(F) If the Customer discontinues the first OC-48 Dedicated Ring service under Contract Offer No. 87 during the Term Period, termination liability charges will apply in accordance with Section 22.87.8.

(G) If the Customer requests additional service features and functions not included in Section 22.87.5 of this Contract Offer, the Customer will pay the tariff rates for those additions as contained in Section 21 - Metropolitan Statistical Area Access Services.

(H) The Customer shall purchase at least one new OC-48 Dedicated Ring pursuant to this Contract Offer. In addition, the Customer shall purchase at least 500 DS1 services, subtending the first OC-48 Dedicated Ring service ordered pursuant to this Contract Offer within twelve (12) months of contract subscription, or 600 subtending DS1 services within eighteen (18) months of contract subscription.

(I) All DS3 and DS1 elements listed in section 22.87.5 must subtend OC-48 Dedicated Ring services ordered pursuant to this Contract Offer and must be ordered under 60 month term plans.

(J) The Customer will not be able to combine this Contract Offer with any other promotional, contract offering, or discount plan in conjunction with this Contract Offer.

22.87.5 Rates and Charges

(A) OC-48 Dedicated Ring Service Rates and Charges:

The Customer shall pay the following Non-Recurring Charges (NRCs) and Monthly Recurring Charges (MRC) for the first, new OC-48 Dedicated Ring ordered under this Contract Offer:

Non-Recurring Charges (NRCs):

Administrative Charge (ORCMX) - $60
Design and Central Office Connection Charge (NRBCL) - $600

Monthly Recurring Charge (MRC):

OC-48 Dedicated SONET Ring Service - $31,916

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.87 Contract Offer No. 87 - OC-48 Dedicated SONET Ring Service Offer (Cont'd)

22.87.5 Rates and Charges (Cont'd)

(A) (Cont'd)

The first, new OC-48 Dedicated Ring Service MRC includes the following elements listed in Table A:

Table A

OC-48 Dedicated Ring	USOC	Quantity
Customer Premise Node	FP5EX	5
Central Office Node	FC5EX	1
OC3 Ports	SPRJX	16
DS3 Ports	SPRKX	48
Mileage	IL5XX	62

(B) OC-48 Dedicated SONET Ring Service Rates and Charges:

The Customer shall pay the following Non-Recurring Charge (NRC) and Monthly Recurring Charges (MRCs) for each additional, new OC-48 Dedicated Ring ordered under this Contract Offer for the rate elements listed in Table B below:

Non-Recurring Charge (NRC):

Administrative Charge (ORCMX) - $60
Design and Central Office Connection Charge (NRMCK) - $600

Monthly Recurring Charge (MRC):

OC-48 Dedicated SONET Ring Service:

Table B

OC-48 Dedicated Ring	USOC	MRC
Customer Premise Node	FP5EX	$3,536
Central Office Node	FC5EX	$3,142
OC3 Ports at OC-48 Node	SPRJX	$101.25
DS3 Ports at OC-48 Node	SPRKX	$82.50
Mileage, per OC-48 Mile	IL5XX	$165

If new OC-48 Dedicated Rings are added after the installation of the first OC-48 Dedicated Ring in 22.87.5(A), the additional new OC-48 Dedicated Ring Service will be co-terminus with the initial Term Period outlined in section 22.87.4(A). However, if additional, new OC-48 Dedicated Ring service is ordered during the last twelve (12) months or less of the Term Period, the Customer will be billed the MRCs listed above for a minimum period of twelve (12) months, and if the Term Period for the OC-48 Dedicated Ring Service is less than twelve (12) months, the Customer shall be billed at the above MRC with any lump-sum to be billed at the end of the Term Period.

(N)

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

22.87 Contract Offer No. 87 - OC-48 Dedicated SONET Ring Service Offer (Cont'd)

22.87.5 Rates and Charges (Cont'd)

(C) Subtending DS3 Service Rates and Charges:

The Customer will receive a 25% discount on the following monthly recurring charge rate elements for any DS3 service that subtends OC-48 Dedicated SONET Ring Services ordered pursuant to this Contract Offer listed in Table C.

Table C

Rate Element	USOC
DS3 Channel Mileage Termination	CZ4X1/CZ4X2/CZ4X3/CZ4X4/CZ4X5
DS3 Channel Mileage	1YZX1/1YZX2/1YZX3/1YZX4/1YZX5
DS3 to DS1Multiplexor	QM3X1/ QM3X2/ QM3X3/QM3X4/QM3X5

When a DS3 is added to the OC-48 Dedicated Ring, the DS3 must be ordered under a 60 month service term plan but will be co-terminus with the initial Term Period outlined in section 22.87.4(A).

Prevailing tariff Non-Recurring Charges for DS3 service shall apply.

(D) Subtending DS1 Service Rates and Charges:

The Customer will receive a 25% discount on the following monthly recurring charge rate elements for any DS1 service that subtends OC-48 Dedicated Ring Services ordered pursuant to this Contract Offer listed in Table D:

Table D

Rate Element	USOC
DS1 Local Distribution Channel	TZ4X1/ TZ4X2/ TZ4X3/ TZ4X4/ TZ4X5
DS1 Channel Mileage Termination	CZ4X1/CZ4X2/CZ4X3/CZ4X4/CZ4X5
DS1 Channel Mileage	1YZX1/1YZX2/1YZX3/1YZX4/1YZX5

When a DS1 is added to the OC-48 Dedicated Ring, the DS1 must be ordered under a 60 month service term plan, but will be co-terminus with the initial Term Period outlined in section 22.87.4(A).

Prevailing tariff Non-Recurring Charges for DS1 service shall apply. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.87 Contract Offer No. 87 - OC-48 Dedicated SONET Ring Service Offer (Cont'd)

22.87.6 Assignment and Transfer

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

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

22.87.7 Mergers and Acquisitions

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

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.87 Contract Offer No. 87 - OC-48 Dedicated SONET Ring Service Offer (Cont'd)

22.87.8 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in Ameritech Operating Companies, Tariff F.C.C. No. 2, Section 7. If the Customer terminates this Contract Offer before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination Liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 22.87.3 or the Terms and Conditions in Section 22.87.4.

These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below.

The Customer's termination liability charges shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's five (5) year Term Period for all services under contract (OC-48, DS3 and DS1 services).

All remaining in-service Subject Services will convert back to the prevailing tariff rates at the term that the Customer signed up for. Prevailing tariff rates are in Section 21.

The termination liability charge shall be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a $75,000 monthly recurring charge terminates service after three (3) years and has twenty-four (24) months remaining on the five (5) year Term Period. The termination liability would be calculated as:

$75,000 X 24 months X 50% = $900,000 termination liability charge

(N)

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22. Pricing Flexibility Contract Offerings (N)

22.88 Contract Offer No. 88 – OC-48 Dedicated Ring Service Offer

22.88.1 General Description

OC-48 Dedicated Ring Service Offer (Contract Offer No. 88) permits Customers located in Phase 1 and/or Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 22.88.4 for three (3) new OC-48 Dedicated Ring Service and subtending DS3 Service.

22.88.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to purchase Contract Offer No. 88:

(1) Service must be located in Pricing Flexibility MSAs: Milwaukee and Madison, Wisconsin; and

(2) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(B) Contract Offer No. 88 applies to pricing flexibility qualified access service, OC-48 Dedicated Ring Service and DS3 Service, contained in Ameritech Telephone Company Tariff F.C.C. No 2, Section 21; and

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

(N)

ACCESS SERVICE

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

22.88 Contract Offer No. 88 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.88.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years, commencing on the date billing begins. Billing commences for each new OC-48 Dedicated SONET Ring Service and subtending DS3 Service no later than 30 days after the Telephone Company's completion and Customer acceptance of access service order. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options as described in Section 7 for OC-48 Dedicated SONET Ring Service and DS3 Service.

If, at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option as described in Section 7, the OC-48 Dedicated Ring Service and subtending DS3 Service will be converted to the monthly extension rates found in Section 21.5.2 or Section 7, as applicable.

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 88 as listed in Section 22.88.4. Purchase of the services listed above under Contract Offer No. 88 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in Contract Offer No 88. (N)

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

22.88 Contract Offer No. 88 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.88.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) This Contract Offer No. 88 is only available October 12, 2005 through, November 12, 2005;

(2) OC-48 Dedicated Ring Service, as described in Section 22.88.4, must be for new installation only;

(3) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company;

(4) The Customer must purchase two (2) new OC-48 Dedicated Ring Services within ninety (90) days of subscribing to Contract Offer No. 88;

(5) If the Customer does not order two (2) new OC-48 Dedicated Ring Services within ninety (90) days of subscribing to Contract Offer No. 88, all provisioned rate elements under Contract Offer No. 88 will be converted to the prevailing sixty (60) month tariff rates in Section 7 or Section 21, as applicable;

(6) The Customer must subscribe to the services available under this Contract Offer No. 88 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service;

(7) If, after the Customer has submitted the Letter of Subscription and prior to the commencement of the Term Period, the Customer cancels the Letter of Subscription, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(8) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 88, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(9) The Customer will not be able to subscribe to any other contract offering in Section 22 in conjunction with Contract Offer No. 88 that might be offered by the Telephone Company for services covered under this Contract Offer 88;

(10) If the Customer should discontinue service under Contract Offer No. 88 during the Term Period, termination liability charges will apply in accordance with Section 22.88.5; (N)

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

22.88 Contract Offer No. 88 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.88.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(11) Services under Contract Offer No. 88 will not be eligible for discounts under the Managed Value Plan (MVP) offer in Section 19;

(12) The Telephone Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Notice will be provided utilizing mutually agreed upon methods. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the Customer to determine reasonable notification requirements, including any advance notification, as applicable.

(13) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 88 pursuant to Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in Section 2.1.2 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding, or had a receivership or bankruptcy proceeding initiated against it.

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

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

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

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or
(ii) "high risk" in a Paydex score as published by Dun and Bradstreet. (N)

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

22.88 Contract Offer No. 88 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.88.4 Rates and Charges

(A) OC-48 Dedicated Ring Service Rates and Charges:

(1) The Customer shall pay the Nonrecurring Charges (NRC) as listed in Section 7 or Section 21, as applicable; and

(2) The Customer shall pay the following Monthly Recurring Charges (MRC) listed below, as applicable:

(a) The Customer will pay MRC of $38,996.00 for one (1) new OC-48 Dedicated Ring Service with the capacity limits listed in Table A below:

Table A:

OC-48 Dedicated Ring Service Rate Elements	USOC	Quantity
OC-48 Node	FP5EX	1
	FC5EX	4
OC-3 Node	FC5CX	2
OC-3 Mileage	1L5XX	28
OC-48 Mileage	1L5XX	40
Ports – OC3/OC3c @ OC48 Node	SPRJX	4
Ports - OC12/OC12c @ OC-48 Node	SPRHX	4
Ports – DS3 @ OC-48 Node	SPRKX	45
Ports - DS1 @ OC-3 Node	SPRAX	84

(b) The Customer will pay MRC $21,304.00 for one (1) new OC-48 Dedicated Ring Service with the capacity limits listed in Table B below:

Table B:

OC-48 Dedicated Ring Service Rate Elements	USOC	Quantity
OC-48 Node	FP5EX	1
	FC5EX	3
Mileage	1L5XX	20
Ports - OC12/OC12c	SPRHX	4
Ports – DS3	SPRKX	48

(c) Within the first twelve months of subscribing to Contract Offer No. 88, Customer may purchase a third (3rd) OC-48 Dedicated Ring Service with the capacity limits listed in Table B above, and pay MRC of $19,884.00;

(d) Within the thirteenth (13th) and the twenty-fourth (24th) months of subscribing to Contract Offer No. 88, Customer may purchase a third (3rd) OC-48 Dedicated Ring Service with the capacity limits listed in Table B above, and pay MRC of $21,304.00;

(N)

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

22.88 Contract Offer No. 88 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.88.4 Rates and Charges (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

(e) If the Customer purchases a third (3rd) OC-48 with the capacity limits listed in Table B after the twenty-fourth (24th) month, and before the end of the sixtieth (60th) month of subscribing to Contract Offer No. 88, Customer will pay MRC of $22,724.00;

(f) If the Customer reconfigures the OC-48 Dedicated Ring Services provisioned under Contract Offer No. 88 so that a OC-48 Add/Drop Capability (MPEFX) rate element is required, Customer will pay MRC of $725.00 per arrangement, as required; and

(g) The Customer will pay MRC of $1,340.00 for each DS3 Service subtending the OC-48 Dedicated Ring Services provisioned under Contract Offer No. 88 with the configuration limits listed in Table C below:

Table C:

DS3 Service Rate Elements	USOC	Quantity
Local Distribution Channel	TZUP1	1
	TZUP2	
	TZUP3	
	TZUP4	
	TZUP5	
Channel Mileage Termination	CZ4X1	2
	CZ4X2	
	CZ4X3	
	CZ4X4	
	CZ4X5	
Channel Mileage (Average Mileage)*	1YZX1	10
	1YZX2	
	1YZX3	
	1YZX4	
	1YZX5	
Central Office Multiplexing (per DS3)	QM3X1	1
	QM3X2	
	QM3X3	
	QM3X4	
	QM3X5	

* Note – Additional mileage charges will apply if a single circuit increases the total average mileage above 10% of the limits set forth above. Additional mileage charges will be the prevailing monthly tariff rates as listed in Section 7 or 21, as applicable, per mile above the average of ten (10). (N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.88 Contract Offer No. 88 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.88.4 Rates and Charges (Cont'd)

(B) If a node is added after the initial installation of the OC-48 Dedicated Ring Service, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last twelve (12) months or less of the Term Period, the Customer will be billed the node MRC for a minimum period of 12 (twelve) months; and

(C) If the Customer requests additional bandwidth, ring nodes, ring mileage, drop ports or other service features and functions not included in Table A, B, C or Section 22.88.4 (A) (2) (f), the Customer will pay the prevailing tariff rates for those additions as contained in Section 21-Metropliatian Statistical Area Access Services.

(N)

22. Pricing Flexibility Contract Offering (Cont'd) (N)

22.88 Contract Offer No. 88 – OC-48 Dedicated Ring Service Offer (Cont'd)

22.88.5 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7. If the Customer terminates Contract Offer 88 before the completion of the Term Period for any reason, the Customer must pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination. Customer's termination liability charges for termination of service shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's five (5) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: Customer with a $25,000 monthly recurring charge terminates service after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month term plan. The termination liability would be calculated as:

$25,000 X 24 X 50% = $300,000 termination liability charge.

(N)

(N)

22. Pricing Flexibility Contract Offerings

22.89 Contract Offer No. 89 – DS3 Special Access Offer

22.89.1 General Description

Contract Offer No. 89 – DS3 Special Access Offer is an access discount pricing plan that provides the Customer with discounted rates for new access services. Qualified services under Contract Offer No. 89 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA), as described in Section 22.89.2 (A). Contract Offer No. 89 is available for subscription November 5, 2005 through December 5, 2005. This Contract Offer is not renewable.

22.89.2 Eligibility Criteria

The following eligibility criteria must be met for pricing flexibility qualified services (hereafter referred to as Subject Services) to be provided under this Contract Offer:

(A) The Subject Services must be located in the following Pricing Flexibility MSA: Chicago, IL;

(B) Subject Services must be provided in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Section 21 DS3 Service; and

(C) The Customer must provide documentation that an equivalent Subject Service is currently provided, or can be provided, by another carrier other than the Telephone Company. Documentation may include, but is not limited to, circuit detail records, invoices or service proposals.

22.89.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is three (3) years, commencing on the date the Telephone Company provides service to the Customer.

Upon the expiration of the Term Period, the Subject Services provided under this Contract Offer will be subsequently provided under the prevailing applicable monthly extension rates found in Ameritech Tariff F.C.C No. 2, Section 7.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.89 Contract Offer No. 89 – DS3 Special Access Offer (Cont'd)

22.89.3 Terms and Conditions (Cont'd)

(B) Contract Subscription

(1) This Contract Offer is available for subscription November 5, 2005 through December 5, 2005;

(2) To subscribe to this Contract Offer, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(C) General

(1) The Customer must purchase one (1) new DS3 Service within thirty (30) days of subscription to this Contract Offer;

(2) If the Customer should discontinue service under this Contract Offer during the Term Period, a termination charge will apply in accordance with Section 22.89.7 for the discontinued services;

(3) Commingling, as defined in Ameritech Tariff F.C.C No. 2, Section 2.6 of Subject Services under this Contract Offer, is prohibited;

(4) The Customer may not combine Subject Services provided under this Contract Offer in any other promotional tariff, contract offer, or other discount plan concurrently with this Contract Offer; and

(5) All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by Ameritech Operating Companies (AIT) Tariff F.C.C. No. 2, except as noted herein.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.89 Contract Offer No. 89 – DS3 Special Access Offer (Cont'd)

22.89.4 Assignment and Transfer

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

(A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.89.5 Mergers and Acquisitions

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

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.89 Contract Offer No. 89 –DS3 Special Access Offer (Cont'd)

22.89.6 Rates and Charges

The Customer must pay the following Monthly Recurring Charge (MRC) for each rate element that comprises the Subject Services provided under this Contract Offer.

Rate Elements – OC3	Applicable USOC	MRC
Local Distribution Channel – Per point of termination	TZUP1	$1070.00
Interconnection – Central Office Multiplexing – Per Arrangement	QM3X1	$416

Any rate elements not described herein will be subject to the applicable rates and charges outlined in Ameritech Tariff F.C.C No. 2.

22.89.7 Termination Liability

The termination liability language contained below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C No. 2. If the Customer requests termination of this Contract Offer, or requests termination of individual Subject Services provided under this Contract Offer, or is not in compliance with the Terms and Conditions of this Contract Offer, the Customer will be liable for a termination charge. This charge shall become due as of the effective date of the termination and is payable within 30 days of the billing invoice date.

The termination charge shall be equal to 50% of the recurring charges for the balance of the Term Period and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (months remaining in Term Period) multiplied by (termination liability percentage of 50%) = Termination Charge

Example: Customer has $200,000 in recurring charges. If the service is terminated after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month Term Period, the termination charge would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Charge

(N)

22. Pricing Flexibility Contract Offerings (N)

22.90 Contract Offering No. 90 – Access Discount Offer (N)

22.90.1 General Description (Nx)

Contract Offer No. 90 – Access Discount Offer is an access discount plan for which subscription is required to the following access tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. 73, Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, The Southern New England Telephone Company (SNET) Tariff F.C.C. No. 39, and Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1. To be eligible for discounts under this Contract Offer, the Customer must meet the Eligibility Criteria set forth in Section 22.90.2, and also must comply with all terms and conditions of this Contract Offer. (Nx)

Contract Offer No. 90 requires eligible customers to establish and maintain a Total Revenue Commitment (TRC), as described in Section 22.90.6 following. The TRC shall include all Contributory Services subject to this Contract Offer. Contributory Services include Contributory Subject Services, as listed in Section 22.90.5, Table 3, herein, in addition to Contributory Non-Subject Services (that are not Contributory Subject Services), as described in Section 22.90.5, Table 4, herein. Contributory Non-Subject Services shall not be eligible for discounts or other incentives provided under this Contract Offer. All Contributory Services described in Section 22.90.5 must be purchased through the SBC wholesale sales channel (SBC Industry Markets). Any Frame Relay Contributory Services shall be provided pursuant to agreements and/or contracts. Such agreements and/or contracts shall be available for review at the web site established to make public any agreements for these services. Customers may reference https://www.sbcprimeaccess.com/shell.cfm?section=2501. (N)

In the event the Customer does not meet its monthly TRC amount, the Customer must remit the shortfall payment via the Monthly True-Up process set forth in Section 22.90.6. If the Customer does not meet the total TRC amount at the end of each Contract Year of the Term Period, the Customer must remit the shortfall payment via the Annual True-Up process set forth in Section 22.90.8. If the Customer does not comply with all terms and conditions of this Contract Offer (exclusive of the terms and conditions of non-tariffed agreements referenced herein) and cure any non-compliance within the cure period set forth in Section 22.90.13(A) of this Contract Offer, termination liability charges, in accordance with Section 22.90.13, will apply. Contract Offer No. 90 will be available only from November 15, 2005 through December 15, 2005. (Nx) (N) (N)

(x) Issued under Authority of Special Permission No. 05-044 of F.C.C.

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.2 Eligibility Criteria

The following eligibility criteria must be met to subscribe to Contract Offer No. 90:

(A) Managed Value Plan (MVP) Subscription

(1) At the time of subscription to this Contract Offer, the Customer must be, or have been, a participant under MVP agreements within the last 90 days, pursuant to:

(a) SWBT Tariff F.C.C. No. 73, Section 38;
(b) Ameritech Tariff F.C.C. No. 2, Section 19; and
(c) Pacific Bell Tariff F.C.C. No. 1, Section 22.

(2) The Customer must maintain eligibility under all MVP agreements until they expire.

(3) All such MVP agreements must expire in 2005.

(B) As of December 1, 2005, the Customer must have billed revenue from Contributory Services, as listed in Section 22.90.5, net of all discounts, credits, and adjustments equal to or greater than 86.5 percent of the Customer's Gross Spend (as defined in Section 22.90.6) for the calendar year 2004, rounded to the nearest million, times 11/12's; or, if the Customer's Gross Spend as of December 1, 2005 is less than that amount, the Customer must pay the Telephone Company, or any of its affiliated telephone companies as described in Section 22.90.2(C), an additional amount sufficient to make up the shortfall from that amount, no later than 60 days after December 1, 2005.

(C) Concurrent Subscription

The Customer must concurrently subscribe to the identical Contract Offer of Contract Offer No. 90 pursuant to the following tariffs:

(1) NBTC Tariff F.C.C. No. 1, Section 23, Contract Offer No. 5
(2) PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 74;
(3) SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 22; and
(4) SWBT Tariff F.C.C. No. 73, Section 41, Contract Offer No. 66.

Breach, cancellation or termination of any of these Contract Offers after the expiration of any cure provisions described in this Contract Offer, shall constitute a breach, cancellation or termination of all of these Contract Offers.

(D) Discounts applied under Contract Offer No. 90 are applicable for Contributory Subject Services located in MSAs as listed in Tariff F.C.C. No. 2, Section 21.

(N)
(N)
(Nx)
(Nx)
(N)
(N)
(Nx)
(Nx)
(N)
(N)

(x) Issued under Authority of Special Permission No. 05-044 of F.C.C.

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.3 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) will begin on December 1, 2005 and end on December 31, 2007, upon submission of a signed Letter of Subscription.

(B) Terms and Conditions

(1) The Customer must establish and maintain a TRC as described in Section 22.90.6.

(2) A True-up will take place each month during the Term Period and annually at the end of each Contract Year, as defined in Section 22.90.6.

(a) With respect to each month's billing, the monthly true-up will include all qualified billing from Contributory Services, as described in 22.90.6(B), and will take place no later than 60 days after the end of the month, as described in Section 22.90.8,

(b) With respect to each Contract Year's billing, the annual true-up will include all qualified billing from Contributory Services, as described in Section 22.90.6, and will take place no later than 60 days after December 31, as described in 22.90.8,.

(3) MVP credits will continue to apply, if applicable, as described in Tariff F.C.C. No. 2, Section 19 until expiration of the MVP agreement. The MVP MATA process will take place as described in Tariff F.C.C. No. 2 Section 19.3.

(4) Contract Offer No. 90 is available for subscription only from November 15, 2005 through December 15, 2005.

(5) Any Customer-requested transfer of services purchased from SBC non-wholesale entities or channels, or purchased by the Customer under a different Access Customer Name Abbreviation (ACNA) than those identified at time of subscription, will require an equivalent increase in the Customer's TRC commitment based on the amount of revenue associated with the transferred services. The Customer's maximum Basic Credit amount will not change as a result of this transfer.

(6) Any conversion of UNE or equivalent offerings to Contributory Subject Services, subject to this Contract Offer, will result in an increase in the TRC commitment equal to the revenue associated with those Contributory Subject Services and according to the rates that would apply to those Contributory Subject Services under this Contract Offer. This increase will apply to the TRC each subsequent year of the Term Period.

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd) (N)

22.90.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(7) The Customer will be eligible to subscribe to contract offers in Section 22 (or any successor section) filed after Contract Offer No. 90, in combination with this Contract offer, unless such contract offer states that it may not be combined with other contract offers, or as long as such contract offers do not reduce the TRC under this Contract Offer and the Customer qualifies for, and adheres to the terms, conditions and eligibility requirements of the other contract offer.

(a) If the Customer has subscribed to any other contract offer and chooses to terminate the other contract offer for purposes of subscribing to this Contract Offer, any termination liabilities provided in the other contract offer will apply according to the terms of the other contract offer.
(b) If the Customer purchases Contributory Subject Services pursuant to another contract offer, in addition to this Contract Offer No. 90, the Customer will not be eligible to earn Achievement Credits with respect to any charges that apply under the other contract offer.
(c) If the Customer purchases Contributory Services pursuant to another contract offer that states it may not be combined with other contract offers, the Contributory Services purchased under the other contract offer will not count toward achievement of Gross Spend or TRC under this Contract Offer.

(8) Customer may choose to remove from this Contract Offer services provided under one or more Access Customer Name Abbreviations (ACNA's) without liability; however, the TRC commitment will not be reduced and the Access Service Ratio under Contract Offer No. 90 will continue to apply.

(9) Terms and Conditions for Contributory Subject Services, pursuant to other contract offers the Customer is currently subscribed to at the time of subscription to this Contract Offer, shall continue to apply to those Contributory Subject Services covered under the other contract offers.

(10) Contributory Services continue to be governed by the otherwise applicable rates, terms and conditions provided in Tariff F.C.C. No. 2 (including MVP provisions with respect to services subject to MVP for so long as the Customer's MVP subscription remains in effect) except as noted herein.

(11) The Customer must subscribe to the services available under this Contract Offer in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service.

(12) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company as described in Section 22.90.3(A). (N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(13) The Customer must maintain an Access Service Ratio equal to or greater than 95 percent, except as described in Section 22.90.11 (B). The Access Service Ratio is defined in Section 22.90.4, and will be measured monthly.

(14) Commingling, as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6, of Subject Services under this Contract Offer, is prohibited.

(15) The Customer shall be permitted to Groom Contributory Subject Services subject to this Contract Offer as provided in this Section. Grooming is defined as moving, rearranging, or rolling over circuits subject to this Contract Offer without disconnecting the end user locations of those circuits. During Contract Years 2 and 3 (and during Years 4 and 5, if the Customer has exercised extension options), the Customer shall be permitted to Groom up to 9,000 circuits subject to this Contract Offer per year. The sum of all circuits groomed under the individual contract offers listed in Section 22.90.2 (C) cannot exceed 9,000. Grooms shall be scheduled and managed on a monthly basis according to the otherwise applicable operational methods and procedures.

(16) The Customer must remit bill payments as described in F.C.C. No. 2 Section 2.4.1 for all Contributory Services via electronic payment process. The Telephone Company will provide Customer with written notice if Customer fails to comply with the requirement. The Customer will have fifteen (15) business days from receipt of such written notice to comply. If the Customer does not comply, the Telephone Company shall have the right to terminate this Contract Offer. In the event of termination of any of the Contract Offers, as described in Section 22.90.2 (C), termination liability charges, as set forth in Section 22.90.13, will apply. Credits, if applicable, will not be issued until the Customer has paid all billed charges.

(17) If the Customer discontinues service under Contract Offer No. 90 during the Contract Period, termination liability charges will apply in accordance with Section 22.90.13.

(18) The Customer may exercise Contract Offer extension options as described in Section 22.90.9. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.4 Access Service Ratio

(A) As referenced in Section 22.90.4, the Customer and its affiliates must maintain an Access Service Ratio of 95 percent or greater, except as described in Section 22.90.11(B) of this Contract Offer. The ratio, calculated monthly, is the Access Revenue divided by Access Revenue plus Wholesale Revenue. To maintain compliance with this Contract Offer, the ratio must be greater than or equal to 95 percent, except as provided in Section 22.90.11.

The 95-percent ratio is calculated as follows:

$$\frac{\text{Access Revenue}}{\text{Access Revenue + Wholesale Revenue}}.$$

(1) Access Revenue is the Customer's and its affiliates' current interstate recurring billed revenue associated with the rate elements, as defined in Table 1 below, or comparable interstate access services, from the Telephone Company or its affiliated telephone companies in any of the Contract Offers as described in Section 22.90.2(C):

Table 1:

Service	General/Basic Description
Voice Grade	7.2.3
Generic Digital Transport (DS0), High Capacity (DS1 and DS3) Services	7.2.9
Optical Carrier Network (OCN)	7.2.10
GigaMAN	7.2.13
Dedicated SONET Ring Service	7.2.11

Any shortfall payments remitted to meet the monthly TRC commitment will be included in the Access Revenue calculation for the applicable month.

(2) Wholesale Revenue is the Customer's and its affiliates' recurring billed revenue for associated rate elements, as defined in Table 2 herein, from the Telephone Company or its affiliated telephone companies, in any of the Contract Offers as described in Section 22.90.2 (C) and not included in the interstate or intrastate access tariff(s). (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.4 Access Service Ratio (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

Table 2 **UNE OR EQUIVALENT OFFERINGS NOT PURCHASED PURSUANT TO THIS AGREEMENT**

Service Level	Associated Rate Elements Not Included in Interstate Tariff
Voice Grade/DS0	**2-wire analog and 2-wire digital loops** **2-wire analog and digital transport**
DS1/LTI	**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/LT3	**DS3 Loop** **DS3 Entrance Facilities** **DS3 Interoffice Transport** **DS3 Cross Connects** **DS1/DS3 Multiplexing** **All DS3 non-tariffed Committed Information Rate Broadband Services**
OC-3 **OC-12** **OC-48**	**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 Transport Products	**Dark Fiber – Interoffice** **Dark Fiber – Loop** **Dark Fiber – Subloop** **Dark Fiber Cross Connects** **Unbundled Dedicated Transport**

(3) Services purchased pursuant to a Local Wholesale Complete (LWC) Agreement shall not be included in the calculation of the Customer's Access Service Ratio. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.4 Access Service Ratio (Cont'd)

(A) (Cont'd)

(4) As new rate elements are introduced to Table 1 in this section, all recurring revenues associated with the new rate elements will automatically be added to the Customer's Access Revenue, as defined in this section, for calculation of the Access Service Ratio.

(5) As new rate elements are introduced to Table 2 in Section 22.90.4(A)(2), all recurring revenues associated with the new rate elements will automatically be added to the Customer's Annual Wholesale Revenue, as defined in Section 22.90.4(A) preceding, for calculation of the Access Service Ratio.

(6) Except as provided in Section 22.90.11, if the Customer fails to meet the Access Service Ratio in any given month of the Contract Period, upon notification from the Telephone Company as described in Section 22.90.2 (C), the Customer will have ten (10) business days to notify the Telephone Company in writing that it will meet or exceed the 95-percent Access Service ratio within 60 days. Failure to achieve compliance in 60 days will constitute a default, and the Telephone Company shall have the right to terminate Contract Offer No. 90. In the event of a termination by the Telephone Company, termination liability charges will apply as set forth in Section 22.90.13.

Credits will not be issued for any month the Customer fails to meet the Access Service Ratio as described in Section 22.90.6 following.

22.90.5 Contributory Services

The TRC shall include all Contributory Services purchased from the Telephone Company and its affiliated telephone companies in any of the contract offers, as described in Section 22.90.2 (C), eligible under this Contract Offer. Contributory Services include Contributory Subject Services, as listed in Section 22.90.5, Table 3, herein, in addition to Contributory Non-Subject Services (that are not Contributory Subject Services), as described in Section 22.90.5, Table 4, herein.

Contributory Subject Services and Contributory Non-Subject Services shall together be known as Contributory Services. Customer's TRC includes revenue from all Contributory Services being provided by the Telephone Company and its affiliated telephone companies in any of the contract offers described in Section 22.90.2 (C), as listed in Table 3 and 4 below.

(A) Contributory Subject Services

Contract Offer No. 90 applies to pricing flexibility qualified access services (referred to as Contributory Subject Services) located in pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Tariff F.C.C. No. 2, Section 21. Contributory Subject Services are eligible for discounts and credits under this Contract Offer and are listed in Table 3.

(N)

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

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.5 Contributory Services (Cont'd)

(B) Contributory Non-Subject Services

Contributory Non-Subject Services (that are not Contributory Subject Services) shall not be eligible for discounts or other incentives provided under this Contract Offer, and are listed in Table 4 below.

Table 3 – CONTRIBUTORY SUBJECT SERVICES

Contributory Subject Services	
Interstate Special Access	VG, DS0, DS1, DS3, OCN PTP, DSRS, SRAS, STN, FGTS, BCS, MON, Gigaman
Interstate Switched Transport	Entrance Facility, Direct Transport
Includes Recurring and Non-Recurring Charges (including termination charges) associated with the products listed where applicable, except as described in Section 22.90.6 following, for all services located in Pricing Flexibility MSAs.	

Table 4 – CONTRIBUTORY NON-SUBJECT SERVICES

Contributory Non-Subject Services	
Interstate Special Access	VG, DS0, DS1, DS3, OCN PTP, DSRS, SRAS, STN, FGTS, BCS, MON, Gigaman, Opt-E-MAN
Interstate Switched Transport	Entrance Facility, Direct Transport as described in Table 6, following.
Intrastate Special Access	Equivalent services as Interstate Special Access above if available
Intrastate Switched Access	Equivalent services as described in Table 6 following.
Advanced Services	Frame Relay Service
Includes all Recurring and Non-Recurring Charges (including termination charges) associated with the products listed, where applicable, except as described in Section 22.90.6 following, for all non-price flex qualified services.	
Frame Relay services shall be provided pursuant to agreements and/or contracts. Such agreements and/or contracts shall be available for review at the web site established to make public any agreements for these services. Customers may reference https://www.sbcprimeaccess.com/shell.cfm?section=2501.	

(N)
(Nx)
(Nx)
(N)

All Terms and Conditions for all Contributory Services are governed by their respective tariff sections. (N)

(x) Issued under Authority of Special Permission No. 05-044 of F.C.C.
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22. Pricing Flexibility Contract Offerings (Cont'd) (N)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.6 Calculation of the Total Revenue Commitment (TRC)

The Customer must establish and maintain a Total Revenue Commitment (TRC) as provided in this Contract Offer. Upon subscription, the Customer TRC will be established, as described in Table 5 below, based on billed revenue from Contributory Services, as listed in Section 22.90.5, net of all discounts, credits, and adjustments as specified in Section 22.90.6(B).

The Contract Year shall be each Calendar Year, or fraction thereof, to which this Contract Offer applies, as described in Table 5 below.

Table 5 –

Contract Year	2005 (Dec)	2006	2007
TRC equals	86.5% of 2004 Gross Spend described in (A) below, rounded to the nearest million dollars, times 1/12's	2005 TRC times 12 times 89.7%, rounded to the nearest million dollars	2005 TRC times 12 times 83.4%, rounded to the nearest million dollars

(A) Gross Spend shall include all billed revenue for services identified in Section 22.90.6(A), and shall be based on the sum of all of the purchases from the Telephone Company and its affiliated telephone companies, including all of the contract offers as described in Section 22.90.2 (C), as described in Section 22.90.5 preceding, based on billed revenue. The Gross Spend is calculated as billed revenue, prior to the application of MVP discounts, MVP Service Level Agreement (SLA) credits and Discount Value Plan (DVP) credits, but after all other tariff term plan discounts, and other underlying tariff performance credits**.**

(1) Interstate Special Access recurring charges billed to the Customer associated with services described in Section 22.90.5 Table 3 and 4 preceding.

(2) Interstate Special Access non-recurring charges billed to the Customer (including, but not limited to, items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges), except as noted in 22.90.6(A)(7).

(3) Intrastate Special Access recurring charges billed to the Customer associated with services described in Section 22.90.5 Table 4 preceding.

(4) Intrastate Special Access non-recurring charges billed to the Customer (including but not limited to items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges), except as noted in 22.90.6(A) (7) below. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(A) (Cont'd)

(5) Interstate Switched Access Dedicated Transport recurring and non-recurring charges (including, but not limited to, items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges) billed to the Customer for rate elements in Table 6 below.

Table 6

Service	General Basic Description
Entrance Facilities	Section 6.1.3(A)(1)(a)
Direct Trunk Transport	Section 6.1.3(A)(1)(b)

(6) Intrastate Switched Access Dedicated Transport recurring and non-recurring charges (including, but not limited to, items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges) billed to the Customer and remitted for rate elements equivalent to those described in Table 6 above.

(7) Non-recurring charges identified in 22.90.6(A)(2), (4), (5) and (6) above exclude Special Construction and unregulated time and materials charges (e.g. Inside Wire, Custom Work Orders, etc.)

(B) Application of Credits

The Customer is eligible to receive two (2) types of credits under this Contract Offer. For the purposes of this Contract Offer, Customer will receive any applicable credits (the Basic Credit and Achievement Credit) through the SBC wholesale sales channel for all of the contract offers as described in Section 22.90.2 (C). The sum of all Basic Credits applicable under the individual contract offers listed in Section 22.90.2 (C) cannot exceed the total maximum Basic Credit described in Table 7 following. Award of the credits described below under this Contract Offer shall satisfy the credit obligations of the Telephone Company and its affiliated telephone companies to the Customer, as described in Section 22.90.2(C).

(1) Basic Credit

The Basic Credit for each Contract Year shall be equal to the Gross Spend of Contributory Services minus the TRC, but not to exceed the Maximum Basic Credit as described in Table 7 below. This calculation shall be performed at the commencement of the Contract Offer, and the Maximum Basic Credit resulting from these calculations will not change at any time during the Term Period except as described in Section 22.90.11 following. The Customer will receive Basic Credits on Contributory Subject Services on a monthly basis, as provided in Section 22.90.6(B)(1)(b) below, for each Contract Year and subject to the true-up process described in Section 22.90.8 following.

(N)

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(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credit (Cont'd)

(a) Calculation of the Basic Credit. To determine the amount of Basic Credit the Customer can achieve, the TRC is multiplied by the applicable percent as described in Table 7 below. This amount, less the TRC, will equal the potential Maximum Basic Credit, rounded to the nearest million. If qualified, award of Basic Credit under this Contract Offer shall satisfy the Basic Credit obligations of the Telephone Company and its affiliated telephone companies.

Table 7 –

Year	TRC	Maximum Basic Credit Amount
2005	86.5% of 2004 Gross Spend described in (A) below, rounded to the nearest million dollars, times 1/12's	310% of TRC minus the TRC amount, rounded to the nearest million dollars
2006	2005 TRC times 12 times 89.7%, rounded to the nearest million dollars	119.6% of TRC minus the TRC amount, rounded to the nearest million dollars
2007	2005 TRC times 12 times 83.4%, rounded to the nearest million dollars	123.7% of TRC minus the TRC amount, rounded to the nearest million dollars

Example A: The Customer has 2004 Gross Spend of $121.3M. 86.5 percent of 2004 Gross Spend equals $105M, rounded to the nearest million.

The 2005 TRC is equal to 1/12th of $105M.
1/12th of $105M equals $8.75M

The eligible total Basic Credit available is;

$8.75M x 310% = $27.13M

$27.13M - $8.75M = $18.38M, rounded to the nearest million, equals potential maximum Basic Credits

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credit (Cont'd)

(a) (Cont'd)

Example B: The 2006 TRC is equal to 2005 TRC times 12 times 89.7 percent, rounded to the nearest million.

8.75M x 12 x 89.7% = $94.18M, rounded to the nearest million

The eligible total Basic Credit available is;

$94M x 119.6% = $112.42M

$112.42M - $94M = $18.42M, rounded to the nearest million equals maximum Basic Credits

(b) Application of the Maximum Basic Credit

The TRC will be divided evenly across the number of months for each Contract Year ending December 31st, as described below. The resulting monthly average amount will be the Customer's Monthly TRC commitment.

2005 – Contract Year 1 – 1 month
2006 – Contract Year 2 – 12 months
2007 – Contract Year 3 – 12 months

Example:

2005 TRC equal $8.75M

Maximum Basic Credits will be applied to the Customer's Monthly TRC revenue for Contributory Services, as described in Section 22.90 5 preceding, based on the amount above the Monthly TRC commitment, not to exceed the maximum Basic Credit allowed for each Contract Year as described in Table 7 preceding.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credit (Cont'd)

(b) Application of the Maximum Basic Credit (Cont'd)

If the Customer exceeds the Monthly TRC commitment, a credit will be issued on a monthly basis sixty (60) days in arrears. Monthly credits will be issued for every month the Customer maintains eligibility under Contract Offer No. 90 and exceeds the Monthly TRC Commitment, provided, however, that once the maximum Basic Credit is reached, as described in Table 7 preceding, no additional Basic Credits will be given for that Contract Year.

At MVP expiration, a MATA true-up will be conducted as described in F.C.C. 2, Section 19.3, to determine the Customer's credit amount or required buy-up amount under MVP. The monthly TRC true-up will be calculated at the same time. Customer will be paid the net amount above the TRC. At the end of the Contract Year, a true-up will be conducted, as described in Section 22.90.8, to determine any additional applicable credits or buy-up amount required.

Example: The Customer's MVP expires on October 31, 2005. Under MVP MATA on October 31, the Customer has met its MARC and is due $2M in MVP credits (earned in 2005), plus $1M in MVP SLA credits (earned in 2005), for a total MVP credit amount of $3M.

The Customer's monthly TRC under this Contract Offer is $8.75M, and Customer is billed $9.75M.

The Customer will receive the $1M under Contract Offer No. 90.

At the Contract Year true-up, the total Gross Spend and total credits paid to the Customer, as described in Section 22.90.6 above, will be calculated to determine any additional applicable credit amount or, if a TRC shortfall occurs, the amount of buy-up the Customer will be billed.

If the Customer does not achieve the Monthly TRC commitment in a given month, the Customer will be billed, and will be required to pay, the amount required to meet the Monthly TRC commitment. This payment must be submitted to the Telephone Company no later than 60 days after the true-up date. Timely payment of this true-up amount to meet Customer's Monthly TRC commitment shall constitute full satisfaction of Customer's Monthly TRC obligation.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credits (Cont'd)

(b) Application of the Maximum Basic Credit (Cont'd)

Except as provided in Section 22.90.11, credits will not be issued unless the Customer has met the monthly TRC and the 95 percent Access Service Ratio. Under the Contract Year True-up Process, any credits due to the Customer will be paid, except for those months the Customer was not in compliance with the 95 percent Access Service Ratio, or the Temporary Access Service Ratio set forth in Section 22.90.11. Any Basic Credits paid will not exceed the amount described in 22.90.6, Table 7.

A final true-up will take place at the end of each Contract Year as described in Section 22.90.8.

(c) Any of the following credits issued to the Customer and associated with the Contributory Services included in the TRC (including MVP Commitment credits earned in 2005, MVP SLA credits earned in 2005, DVP credits, any Basic Credits received pursuant to this Contract Offer) will be applied by the Telephone Company in satisfaction of any applicable Basic and Achievement Credit obligations under this Contract Offer.

Example

The Customer has Contract Year 1 TRC of $8.75M. The Customer achieves 310 percent of the Contract Year 1TRC, equal to $27.13M. The Customer has received, or is entitled to receive, a total of $7M in MVP Commitment Credits and $2M in MVP SLA Credits, for a total of $9M in credits unrelated to this Contract Offer.

The Basic Credit obligation of the Telephone Company and its affiliated telephone companies providing service pursuant to the Contract Offers, as described in Section 22.90.2 (C), is $18M ($27.13M - $8.75M, rounded to the nearest million), as illustrated in Table 7. The Basic Credit obligation will be satisfied by the $9M in non-contract related credits acquired by the Customer under MVP and MVP SLA, plus $9M in Basic Credits paid pursuant to this Contract Offer. This amount will be determined at the time of the final Contract Year true-up, once all other credits have been applied accordingly.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credits (Cont'd)

(c) (Cont'd)

The Customer will not pay less than the TRC for the Contract Year. If the Customer does not achieve the TRC at the end of each Contract Year through the purchase of Contributory Services, the Customer will be required to pay the deficiency as full satisfaction of this obligation.

Basic Credits shall be calculated and awarded on an aggregate basis across the concurrently subscribed to contract offers as described in Section 22.90.2 (C). If qualified for a Basic Credit, an award of Basic Credit under this Contract Offer shall satisfy any Basic Credit obligations of the concurrently subscribed to contract offers as described in Section 22.90.2 (C), and an award of Basic Credit under such other contract offers shall satisfy any Basic Credit obligations under this Contract Offer No. 90.

(2) Achievement Credits

Achievement Credits are those credits the Customer will receive based on purchases of Contributory Subject Services above the TRC, plus the maximum Basic Credit Amount, as described in Table 7 preceding. Achievement Credits will not be applicable until the maximum Basic Credit amount has been achieved.

(a) The Customer may receive Achievement Credits if the Customer's Gross Spend for any Contract Year exceeds the TRC plus the Maximum Basic Credit, as described in Table 7 preceding. The Customer will receive a discount on Contributory Subject Services equal to 17 percent of total revenue above the sum of the TRC, plus the Maximum Basic Credit Amount. Any applicable Achievement Credit will be paid out at the end of each Contract Year.

Achievement Credits shall be calculated and awarded on an aggregate basis across the Telephone Company and its affiliated telephone companies, as they apply to the contract offers as described in Section 22.90.2 (C). If qualified, award of Achievement Credit under this Contract Offer shall satisfy the Telephone Company's Achievement Credit obligations.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.6 Calculation of Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(2) Achievement Credits (Cont'd)

(a) (Cont'd)

Example:

The Customer has TRC for Contract Year 1 of $8.75M. The Customer achieves 325 percent of TRC equal to $28.44M. The Customer will receive $18M in Basic Credits as described above, and the Customer will receive $223K in Achievement Credits calculated as follows:

($28.44M minus (Contract Year 1 TRC x 310%)) x 17%

$28.44M – $27.13M ($8.75M x 310%) = $1.31M
$1.31M x 17% = $223K (Achievement Credits).

Table 8

310% of TRC	$27.13M
Gross Spend Achievement during Contract Year (GSA)	$28.44M
Difference between 310% of TRC and GSA	$1.31M
Credit due for billed revenue above 310% of TRC x 17%	$223K

The Customer receives $18M in Basic Credits plus $223K in Achievement Credits, for total credits of $18.223M, as described in Table 8.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.6 Calculation of Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(3) Transfer of Qualified Services

(a) The Customer may transfer services purchased from SBC non - wholesale entities or channels, or purchased by the Customer under a different Access Customer Name Abbreviation (ACNA) than those identified under this Contract Offer. Upon such transfer, the Customer's TRC commitment must be increased proportionally, based on the amount of revenue associated with the transferred services. The Customer's Maximum Basic Credit amount will not change as a result of this transfer.

Example:

The Customer has a Contract Year 1 TRC of $8.75M and is eligible to earn up to a maximum of $18M in Basic Credits. The Customer transfers $10M of services from a non-SBC wholesale entity. The Customer's new Contract Year 1 TRC will be $18.75M ($8.75M plus $10M = $18.75M). The Customer's maximum Basic Credit ($18M) will not change as a result of the transfer.

This increase in the TRC amount will apply to Contract Year 2 and Contract Year 3, as well as the optional Contract Year Extensions.

22.90.7 Portability

(A) The Telephone Company will waive termination liability charges for moves and/or disconnection of non-channelized DS1, DS3, OCN PTP services connecting to an end user premise, provided the conditions listed below are met, and provided the Eligibility Criteria in Section 22.90.2, and terms and conditions in Section 22.90.3 have been met. If the Customer both (i) fails to meet the monthly TRC during the Contract period pursuant to Section 22.90.6, and (ii) fails to pay the True-up amount, as defined in Section 22.90.8, or if the Customer fails to comply with the terms and conditions of their underlying term plans, the Customer will be back-billed for termination liability charges that were waived during the Term Period, up to a maximum of two years of such charges, to the extent such termination liability charges would otherwise apply under the relevant underlying term plans. Portability will apply subject to the following terms and conditions:

(1) Each move and/or disconnection must be from any SBC Tariff as described in Section 22.90.1; and

(2) Services moved or disconnected must be in the Price Flex MSAs described in Tariff F.C.C. No. 2, Section 21.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.7 Portability (Cont'd)

(3) Services must be non-channelized and must include at least one end user termination. The end user must be disconnected.

(4) The Customer must meet the minimum in-service period for each service, as described below:

(a) DS1 – no minimum in-service period;
(b) DS3, OC3 and OC12 Point to Point Services – 1 year minimum in-service period; and
(c) OC48 and OC192 Point to Point Services – 3 year minimum in-service period;

(5) The Customer must continue to meet the terms and conditions of any underlying term plan.

22.90.8 End of Contract Year True-up Process

A true-up calculation will be performed at the end of each Contract Year during the Term Period as follows:

(A) At the end of each Contract Year, the Customer's Gross Spend, as defined in Section 22.90.6 preceding, will be calculated to determine the applicable Basic Credit and Achievement Credits.

For true-up calculation purposes, the Gross Spend for Contract Year 1 will include the Customer's Contributory Service revenue for the full 2005 calendar year. The amount of Contributory Service minimum required revenue at final true-up for Contract Year 1 will be the 2005 TRC, plus 11/12ths of 86.5 percent of the 2004 Gross Spend, rounded to the nearest million. The applicable Basic Credit Amount and Achievement Credit Amount received as a result of this calculation will apply only to the TRC amount included in this Contract Offer as described in Section 22.90.6 Table 7 preceding.

For Contract Years 2 and 3, the minimum required revenue shall be equal to the TRC.

The Basic Credit Amount shall be equal to the Gross Spend minus the TRC for each year (or, for Contract Year 1, the Gross Spend minus the sum of the TRC plus 11/12ths of 86.5 percent of 2004 Gross Spend), provided, however, that the Basic Credit Amount shall not exceed the amount provided in Section 22.90.6 Table 7 preceding, and will only apply to the TRC amount included in this Contract Offer.

Credits received under this Contract Offer during the Contract Year, as well as any MVP credits earned in 2005, MVP SLA credits earned in 2005, and DVP credits, will be calculated to determine the amount of Basic Credit the Customer has been paid.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.8 End of Contract Year True-up Process (Cont'd)

(B) If the Customer's Gross Spend for Contributory Services, after all credits and shortfall payments described above, is greater than the minimum required revenue at time of the true-up, the Customer will receive a Basic Credit against Contributory Subject Services equal to the amount above the TRC, not to exceed the amount outlined in Section 22.90.6(B) Table 7 preceding.

Example 1: The Customer's TRC for the first Contract Year is $8.75M. The Customer's Gross Spend for Contributory Services, after all credits and adjustments as described above, is $10M. The Customer will receive an additional Basic Credit equal to $1.25M

If the Customer's Gross Spend for Contributory Services, after all credits and shortfall payments described above, is below the minimum required revenue at the time of the true-up, the Customer will be billed the amount required to meet the minimum required revenue and will pay such charge pursuant to Section 22.90.8 (D).

Example 2: The Customer's TRC for the first Contract Year is $8.75M. The Customer's Gross Spend for Contributory Services, after all credits and adjustments as described above, is $7M. The Customer must pay $1.75M.

If the Customer's Gross Spend for Contributory Services, after all credits and shortfall payments described above, is greater than the TRC times the maximum Basic Credit (plus 11/12ths of 86.5% of 2004 Gross Spend for Contract Year 1), as described in Section 22.90.6, Table 7, the Customer will receive the Maximum Basic Credit against Contributory Subject Services as described above, and an Achievement Credit against Contributory Subject Services (equal to a 17 percent discount on services above the TRC times the maximum Basic Credit amount, plus 11/12ths of 86.5 percent of 2004 Gross Spend for Contract Year 1).

Example 3: The Customer's TRC for the first Contract Year is $8.75M. The Customer's Gross Spend for Contributory Services after all credits and adjustments as described above, is $28.44M. The Customer receives $18M in Basic Credits and $223K in Achievement credits.

(C) If, at the time of final true-up, the Telephone Company or any of its affiliated telephone companies described in Section 22.90.2 (C), owe the Customer a Basic Credit amount as described above, the credit will be applied to the Customer's bill no later than 60 days after the final true-up date.

(D) If, at the time of true-up, the Customer must make a true-up payment to meet the TRC as described above, the true-up payment must be submitted to the Telephone Company no later than 60 days after the true-up date. The true-up amount will appear on the Customer's monthly invoice. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.9 Contract Extension Options

At the Customer's option, the Customer may extend this Contract Offer at the end of the Term Period. The Customer may extend for one year at the end of Term Period (First Extension Option), and may also extend the Contract Offer by another year at the end of the first extension year (Second Extension Option). The First Extension Option and Second Extension Option must be exercised concurrently for all contract offers described in Section 22.90.2(C). Those contract offers may not be extended individually. To exercise either option, the Customer must notify the Telephone Company and its affiliated telephone companies as described in Section 22.90.2 (C), in writing, no later than 60 days prior to the expiration of the Term Period or, for the Second Extension Option, 60 days prior to the expiration of the First Extension Option.

For the First Extension Option, the TRC shall be determined as follows:

The TRC amounts for the First Extension Option will be equal to the last 3 months of qualified Contributory Services revenue in Contract Year 3 times 4 times 83 percent, or the Contract Year 3 TRC, whichever is greater. The maximum Basic Credit will be equal to the TRC times 120 percent minus the TRC amount, less any Basic Credit reductions applied during the Term Period of this Contract Offer, as described in Section 22.90.11(A) following. An Achievement Credit of 17 percent will apply on revenue above 120 percent of the TRC, except as described in Section 22.90.11 (A) following.

Example:

(TRC X 120% - TRC) – (any credit reduction as described in Section 22.90.11)

For the Second Extension Option, the TRC shall be determined as follows:

The TRC amount for the Second Extension Option will be equal to the last 3 months of qualified Contributory Services revenue in Contract Year 4 times 4 times 83 percent, or the Contract Year 4 TRC, whichever is greater. The maximum Basic Credit Amount will be equal to the TRC times 120 percent minus the TRC amount, less any Basic Credit reductions applied during the Term Period of this Contract Offer, or under the First Extension Option as described in Section 22.90.11(A) following.. An Achievement Credit of 17 percent will apply on revenue above 120 percent of the TRC, except as described in Section 22.90.11 (A) following.
.

Example:

(TRC X 120% - TRC) – (any credit reduction as described in Section 22.90.11) (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.10 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 90 pursuant to F.C.C. No. 2, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 2, Section 2.1.2, unless:

(A) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (1) or (2) below, or

(B) if the proposed assignee or transferee or its parent company has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(1) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 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.

(2) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

All of the contract offers described in Section 22.90.2(C) must be assigned or transferred concurrently. Those contract offers may not be assigned or transferred individually.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.11 Mergers and Acquisitions

(A) The terms and conditions 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 its stock or assets to any other entity, or purchases all stock or substantially all stock or assets of another company (the foregoing generally referred to herein as a merger or acquisition). Any other company involved in such merger or acquisition shall be identified for purposes of this Contract Offer as an Acquired Company, without regard to whether the Customer or the Acquired Company is the surviving entity following the transaction. The Transaction Close Date shall be the date upon which a stock purchase has been completed and/or the final date on which the assets of the acquired/merged company have been purchased. Upon the Transaction Close Date, if the Acquired Company purchases any services that are Contributory Services under this Contract Offer No. 90 from the Telephone Company and each of its affiliated telephone companies in each of the contract offers described in Section 22.90.2 (C), the Contributory Services purchased by the Acquired Company will not count toward the Gross Revenue achievement or TRC amount, and the Contributory Services provided for in this Contract Offer will continue to be maintained at the same volume, rates, terms, and conditions as outlined herein.

Effective upon the Transaction Close Date:

The Acquired Spend shall be calculated for the Acquired Company, including the Acquired Company's billed revenue for Contributory Services consistent with the manner of calculating Gross Spend, as provided in Section 22.90.6(A) of this Contract Offer, plus the Acquired Company's billed revenue for UNE or equivalent offerings, as described in Section 22.90.4, Table 2.

(1) If the Acquired Spend (calculated based on the billed revenue of the Acquired Company during the three months immediately prior to the Transaction Close Date, times four) is less than or equal to 15 percent of the billed revenue for both Contributory Services and UNE, or equivalent offerings provided to the Customer prior to the Transaction Close Date, this Contract Offer shall remain in force without change, unless Customer includes the Acquired Spend in this Contract Offer, as provided in Section 22.90.11(B) of this Contract Offer.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.11 Mergers and Acquisitions (Cont'd)

(A) (Cont'd)

(2) If the Acquired Spend (calculated based on the billed revenue of the Acquired Company during the three months immediately prior to the Transaction Close Date, times four) is greater than 15 percent of the billed revenue for both Contributory Services and UNE, or equivalent offerings provided to the Customer prior to Transaction Close Date, the following provisions shall apply:

(a) The Customer's Calculated Annual Spend shall be the Customer's actual annualized billed revenue for Contributory Services (calculated as the Customer's billed revenue during the three months immediately prior to the Transaction Close Date, times four). The Ceiling shall be the sum of the TRC plus the Maximum Basic Credit. If the Customer's Calculated Annual Spend is less than the Ceiling, the Customer's Maximum Basic Credit shall be reduced by an amount equal to the difference between the Ceiling and the Calculated Annual Spend. The Customer's TRC shall not change. The reduced Maximum Basic Credit shall apply thereafter throughout the Term Period, unless subsequently reduced pursuant to this provision as a result of a subsequent merger or acquisition. Thereafter, the Customer shall not receive Achievement Credits for any revenue above the Calculated Annual Spend, except as described in Section 22.90.11(A)(3) of this Contract Offer.

Example: The Customer's Year 2 TRC is $90M and its Maximum Basic Credit is $18M, for a Ceiling of $108M (TRC plus Maximum Basic Credit).
On the Transaction Close Date, the Customer's Calculated Annual Spend (billed revenue for Contributory Services during the prior three months, times four) is $100M. The Customer's TRC remains $90M, and the Customer's Maximum Basic Credit is reduced to $10M. The Maximum Basic Credit remains at $10M thereafter, unless further reduced as a result of a subsequent merger or acquisition..

No Achievement Credits will apply to any revenue over $100M. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.11 Mergers and Acquisitions (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

(b) If the Customer's Calculated Annual Spend is equal to or greater than the Ceiling, neither the TRC nor the Maximum Basic Credit shall change, except as provided in Section 22.90.11(A)(3) of this Contract Offer. The Customer shall not receive Achievement Credits for any revenue above the Ceiling during the months after the Transaction Close Date, except as provided in Section 22.90.11(A)(3) of this Contract Offer. Any Achievement Credits earned after the maximum Basic Credit amount has been achieved, but prior to the Transaction Close Date, will continue to apply.

Example: The Customer's Year 2 TRC is $90M and the Maximum Basic Credit is $18M for total of $108M.

On the Transaction Close Date, the Calculated Annual Spend (billed revenue for Contributory Services during the prior three months, times four) is $112M. The Customer's TRC remains $90M and the Maximum Basic Credit remains $18M.

Achievement Credits will apply to Contributory Service revenue during any month after the month in which the Customer reaches the Maximum Basic Credit amount, but before the Transaction Close Date. Achievement Credits will not apply after the Transaction Close Date.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.11 Mergers and Acquisitions (Cont'd)

(A) (Cont'd)

(3) If the Customer wishes to include Contributory Services provided to the Acquired Company in this Contract Offer, the Customer must so notify the Telephone Company within nine (9) months after the Transaction Close Date. If the Customer chooses to include the Acquired Company's Contributory Services in this Contract, the Acquired Spend (calculated based on the billed revenue of the Acquired Company during the three months immediately prior to the date upon which the Customer provides notification pursuant to this provision, times four) will be added to the Customer's then-current TRC. In addition, the revenues resulting from any conversion of UNE or equivalent offerings to qualified Contributory Subject Services, whether voluntary or required, shall also be added to the Customer's then-current TRC, according to the rates that would apply to those Contributory Services under this Contract Offer. The Maximum Basic Credit shall be determined according to Section 22.90.11(A) of this Contract Offer. Achievement Credits will apply to revenue above the Ceiling, beginning upon the date the Customer provides notification pursuant to this provision. Upon including the other company's Contributory Services in this Contract Offer, any pricing flexibility contract offer, or similar intrastate arrangement governing the included services, shall be deemed terminated and any termination liability or other charges will apply, as provided in the previously effective pricing flexibility contract offer or similar intrastate arrangement. The Customer's Maximum Basic Credit amount will not change as a result of this transfer except as described in Section 22.90.11(A)(2)(a) of this Contract Offer. The Access Service Ratio, as described in Section 22.90.4, will be applicable to all of the Customer's affiliates, regardless of their inclusion in, or exclusion from, this Contract Offer (except as described in Section 22.90.11(B) of this Contract Offer). The increase in the Customer's TRC shall apply thereafter, except to the extent the TRC may be further modified pursuant to this Contact Offer.

Example A: The Customer has a Year 2 TRC of $90M, and the Maximum Basic Credit is $18M. The Customer acquires another company with annualized Contributory Service revenues of $40M, and the Customer chooses to add the Acquired Company's Contributory Services business to this Contract Offer. The Customer's new Contract Year 2 TRC will be $130M ($90M plus $40M = $130M). The Customer's Maximum Basic Credit ($18M) will not change, except as described in Section 22.90.11(A)(2)(a) of this Contract Offer. The new TRC will apply thereafter, unless the TRC is subsequently changed pursuant to this Contract Offer.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.11 Mergers and Acquisitions (Cont'd)

(B) Mergers and Acquisitions Affecting Access Service Ratio

If any merger or acquisition affects the Customer's Access Service Ratio, the Customer and any affiliated entities that existed as of the Transaction Close Date (as determined by the applicable ACNA's) shall comply with the Access Service Ratio requirements of this Contract Offer, as described in Section 22.90.4 of this Contract Offer , subject to the provisions of this Section 22.90.11(B).

If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain assets to any other entity, or purchases:

(1) All stock, or substantially all stock or certain assets of another company, and the merger or acquisition will cause the Customer to fall below Access Services Ratio Terms and Conditions as defined in Section 22.90.4, regardless of whether the Customer chooses to include the Acquired Company's Contributory Services in this Contract Offer, the following will apply.

(a) A Temporary Access Service Ratio will be calculated in a manner consistent with the calculation of the Access Service Ratio as described in Section 22.90.4 of this Contract Offer, for the Acquired Company, for the month immediately following the Transaction Close Date, according to the following formula.

$$\frac{\text{Acquired Company Access Revenue}}{\text{Acquired Company Access Revenue + Acquired Company Wholesale Revenue}}$$

Example:

$$\frac{\$35\text{M Access}}{\$35\text{M Access} + \$34\text{M Wholesale}}$$

The Temporary Access Services Ratio would be:

50.7%/49.3%

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.11 Mergers and Acquisitions (Cont'd)

(B) Mergers and Acquisitions Affecting Access Service Ratio (Cont'd)

(1) (Cont'd)

(b) The Temporary Access Service Ratio will apply to the Acquired Company's Contributory Services until the earlier of nine (9) months after the Transaction Close Date, or the date upon which the Customer notifies the Telephone Company of its election to add the Acquired Company's Contributory Services to this Contract Offer, whichever is earlier. While the Temporary Access Service Ratio remains in effect, the Contributory Services of the Acquired Company must at all times meet or exceed the Temporary Access Service Ratio.

Thereafter, a Combined Access Service Ratio shall be calculated according to the following formula:

$$\frac{\text{Combined Access Revenue}}{\text{Combined Access Revenue} + (\text{Combined Wholesale} - \text{Acquired Wholesale Revenue})}$$

The Acquired Wholesale Revenue in the combined equation shall be measured at the earlier of nine (9) months after the Transaction Close Date or the date upon which the Customer notifies the Telephone Company of its election to add the Acquired Company's Contributory Services to this Contract Offer, whichever is earlier.

Example:

$$\frac{\$140M}{\$140M + (\$37M - \$35M)}.$$

The combined Access Service Ratio of 98.6%/1.4% exceeds the 95%/5% ratio required.

(c) Once the Combined Access Service Ratio has been calculated, the combined Company (the Customer and Acquired Company, considered together) must meet or exceed a Combined Access Service Ratio of 95 percent for all services (Contributory and UNE or other equivalent offerings) purchased thereafter. Any wholesale services purchased by the Acquired Company prior to the earlier of the date nine months after the Transaction Close Date, or the date upon which the Customer notifies the Telephone Company of its election to add the Acquired Company's Contributory Services to this Contract Offer, will be deducted from the Combined Wholesale Revenue for purposes of calculating the Combined Access Service Ratio.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.11 Mergers and Acquisitions (Cont'd)

(B) Mergers and Acquisitions Affecting Access Service Ratio (Cont'd)

(1) (Cont'd)

(d) Services included in the calculation of the Temporary Access Service Ratio or the Combined Access Service Ratio shall be the same as those described in Section 22.90.4 of this Contract Offer.

(e) If the Customer and/or the Acquired Company fails to meet or exceed the Temporary Access Service Ratio or the Combined Access Service Ratio, the remedies provided in Section 22.90.4 of this Contract Offer shall apply.

(f) The provisions of this Section 22.90.11 shall apply to each merger or acquisition during the Term Period.

(2) If the Customer chooses to include the Acquired Company's Contributory Services in this Contract Offer, Contributory Services previously provided to the Acquired Company shall be included in this Contract Offer immediately upon the Telephone Company's receipt of the Customer's notice of intent to include them, and the TRC will be increased by the amount of the Acquired Company's qualified revenues. In addition, the monthly TRC will be increased to reflect the conversion of any unbundled network elements and equivalent offerings to Contributory Subject Services subject to this Contract Offer. Any converted services will be billed as Contributory Subject Services subject to this Contract Offer, and will be included in the TRC, effective upon the date on which receives the Customer's request to convert. The Customer's Maximum Basic Credit will not change as a result of the inclusion of the Acquired Company's Contributory Services in this Contract Offer, except as described in 22.90.11(A) preceding. The recalculated monthly TRC will apply for the remainder of that Contract Year. In each subsequent Contract Year, the TRC will continue to include the revenues associated with the Acquired Company's Contributory Services. (N)

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

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.12 Cessation of Business

If, at any time during the Term Period, the Telephone Company, or any of its affiliated telephone companies, cease to provide telecommunications services in any MSA subject to this Contract Offer, or any of the other Contract Offers as described in Section 22.90.2 (C), sells or divests its operating assets in any MSA subject to this Contract Offer, or otherwise ceases to provide any of the Contributory Services subject to this Contract Offer, the TRC will be decreased by the amount of the qualified revenue associated with the Contributory Services no longer provided by the Telephone Company or its affiliated telephone companies.

22.90.13 Termination Liability Charges

Termination liability language described below applies in lieu of the termination liability language in F.C.C. No. 2, Section 7. If the Customer terminates Contract Offer No. 90 before the expiration of the Term Period for any reason, except for that defined in 22.90.13 (B) below, the Customer must pay the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification to the Telephone Company 90 days prior to the desired date of termination. This notification must include the date upon which the Customer will terminate the Contract Offer.

(A) If the Customer fails to meet any of the eligibility criteria in Section 22.90.2, or fails to meet any of the terms and conditions in Contract Offer No. 90, then the Telephone Company shall provide the Customer with written notification of such non-compliance, and the Customer will have sixty (60) days to return to compliance. If the Customer does not return to compliance within such time period, the Customer will be deemed to have terminated its participation in Contract Offer No. 90, and termination liability charges will apply as stated below, and will be payable within sixty (60) days from the time the contract is deemed terminated. (N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.13 Termination Liability Charges (Cont'd)

(B) If the Telephone Company and its affiliated telephone companies providing service pursuant to the contract offers described in Section 22.90.2(C) fail, in the aggregate, to maintain a Network Availability cumulative annual target of 90 percent for all Contributory services for twelve consecutive months, the Customer will have the option to notify the Telephone Company of the Customer's intent to terminate this Contract Offer. The Customer must provide the Telephone Company with ninety (90) days notice of the Customer's intent to invoke this escape clause and return its services to standard special access services. The Telephone Company will have sixty (60) days, from the date that Customer notice is received, to rectify the service problems or the Customer will be allowed to terminate this offering without incurring any termination liability on the services moved to standard Special Access services. If the Telephone Company and its affiliated telephone companies meet the Network Availability targets within sixty (60) days, the Customer will continue to purchase services under this Contract Offer.

The following occurrences will not be included in the measurements described in the calculation of Network Availability:

(1) In the case of labor disputes, governmental orders, civil commotions, or criminal actions taken against the Telephone Company or its affiliated telephone companies, the Telephone Company and its affiliated telephone companies will be excused for the duration of these events.

(2) In the case of actions outside of the Telephone Company or its affiliated telephone companies' reasonable control (e.g., catastrophic weather conditions) that have a severe impact on the Telephone Company or its affiliated telephone companies' ability to provision and repair service, the Telephone Company and its affiliated telephone companies will be excused, for the duration of the situation, from the performance measures set forth herein. Any such temporary exemption will apply only to the dispatch area(s) directly affected by the situation, and the Telephone Company and its affiliated telephone companies will return to the levels of performance required hereunder as promptly as is reasonably practicable. To the extent additional dispatch areas are impacted by such a situation, the Telephone Company and its affiliated telephone companies will give prompt notice to the Customer of the scope and nature of such impact so the parties can determine whether additional temporary exemptions from the applicable performance measures are appropriate.

(3) Performance shall be excused for the duration of any interruptions caused by the negligence of the Customer, the Customer's end-user, or other third parties not affiliated with the Telephone Company or its affiliated telephone companies.

(N)

(N)

22. Pricing Flexibility Contract Offerings (Cont'd)

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.13 Termination Liability Charges (Cont'd)

(B) (Cont'd)

(4) Performance shall be excused for the duration of any interruptions of a service due to the failure of equipment or systems provided by the Customer or parties other than the Telephone Company or its affiliated telephone companies.

(5) Performance shall be excused for the duration of any interruptions of a service during any period in which the Telephone Company or its affiliated telephone companies are not afforded access to the premises where the service is terminated.

(6) Performance shall be excused for the duration of any interruptions of a service when the Customer has released that service to the Telephone Company or any of its affiliated telephone companies for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.

(7) Performance shall be excused for the duration of any interruptions of a service which continue because of the failure of the Customer to authorize replacement of any element of special construction, as set forth in Section 5 and Section 13 of F.C.C. No. 2.

(8) Performance shall be excused for the duration of any interruptions that occur on facilities that the Customer elected not to release the service to the Telephone Company or its affiliated telephone companies for testing and/or repair.

(N)

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

22.90 Contract Offering No. 90 – Access Discount Offer (Cont'd)

22.90.13 Termination Liability Charges (Cont'd)

(C) If the Customer terminates its subscription to this Contract Offer prior to the end of the Term Period, for any reason other than described in 22.90.13 (B) above, the Customer must pay termination liability charges as described below:

Termination of Contract during:

Contract Year 1 – Any credits received under this Contract Offer plus 25% of TRC for remaining months of Term Period

Contract Year 2 – Last 6 months of credit received under this Contract Offer plus 25% of TRC for remaining months of Term Period.

Contract Year 3 – Last 6 months of credit received under this Contract Offer plus 10% of total TRC for Contract Year 3.

Example:

The Customer's 2006 TRC is $90M. The Customer terminates the contract on April 31, 2006. The Customer has 20 months remaining on the Term Period and has received $6M in credits under this Contract Offer in the 6 months prior to termination. The customer will owe $43.4M in termination liability

$26.25M x 4 = $105M
$105M times 89.7% = $94M
$94M/12 = $7.8M x 8 = $62M x 25% = $15.5M for remainder of Contract Year 2

plus

$105M times 83.4% = $87.5M
$87.5M x 25% = $21.9M for Contract Year 3

Contract Year 2 + Contract Year 3 + Last 6 months of credits (N)

$15.5M + $21.9M + $6M = $43.4M Termination Liability