

TARIFF DISTRIBUTION

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PURPOSE: This project will introduce termination liability waiver language when customers migrate from Primary Rate ISDN to BVoIP Service.

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G042

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A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

A42.3 Primary Rate ISDN (Cont'd)

A42.3.1 General (Cont'd)

P. (Cont'd)

4. Calls may be overflowed from an ERS Dedicated Route Arrangement to an ERS Final Route Arrangement by utilizing the Overflow Feature for ERS Dedicated Route Arrangements. When all facilities are busy on the Customer's Dedicated Arrangement from a particular target local calling area, the Overflow Feature allows additional calls to be switched over interoffice trunk groups to the customer's local serving central office, where they terminate on ERS Final Route Primary Rate Interfaces and B-Channels, via an ERS FTN. A Primary Rate ISDN Access Line or other Company provided transport facility is required for connection to the customer's local serving central office.
5. ERS is jointly provided with other telephone companies only where technically feasible and where mutually agreed upon by the telephone companies involved.

- Q.** Calling Name/Number Delivery provides the user who is receiving a call with information about the calling party. Calling names/numbers will be delivered within the Common Channel Signaling System 7 serving area unless delivery is blocked by the customer's equipment.

A42.3.2 Terms and Conditions

- A.** Primary Rate ISDN is available on a month-to-month basis or under variable rate periods, with rates based on lengths of twelve to twenty-three months, twenty-four to forty-eight¹ months or forty-nine¹ to seventy-two¹ months under conditions specified in the Channel Services Payment Plan (CSPP) in B2.4 of the Private Line Guidebook and as stated following:

1. A volume discount schedule is available to customers under month to month or contract rates as described in A42.3.4.E. A rate discount for Primary Rate ISDN Interfaces is calculated based upon the quantity of Primary Rate ISDN Interfaces on a billing account. In addition, a discount for Primary Rate ISDN B-Channels is calculated based upon the number of Primary Rate ISDN B-Channels on a billing account.
2. A Termination Liability Charge is applicable if service is terminated prior to expiration of the contract. The applicable charge is equal to the number of months remaining in the contract times fifty percent (50%) of the monthly rate provided under the contract.
3. A Termination Liability Charge shall not apply for the termination of B-Channels prior to the expiration of the contract.
4. During the last ninety (90) days of a CSPP contract or an existing term extension as provided in this paragraph, in addition to the Renewal Options stated in B2.4.9.A.7., customers may extend their CSPP contract with the same rates, terms and conditions for up to two additional 6-month term extensions and two additional 12-month term extensions, in any combination. Term extensions may include associated transport rate elements as provided in A42.3.4. However, term extensions are not available for other Company provided transport facilities services being utilized to provide Primary Rate ISDN, as described in A42.3.1.E. The availability of this term extension option at any time is subject to the Company's right to discontinue or to otherwise change this option. Customers who exercise the term extension are not entitled to a different rate based on the overall term as extended (e.g., customers who initially have a 36-month CSPP and extend it by an additional 24 months are not entitled to the rates allowed under a 60-month CSPP). An extension will begin on the expiration date of the existing CSPP or term extension. The customer will be required to sign an addendum to their CSPP contract for each term extension.

During the 6-month term contract extension period(s), the customer may terminate the service, or any service components, at any service location on thirty (30) days' notice without incurring a Termination Liability Charge.

Requests to terminate a 12-month term extension prior to the end of the term shall generate a Termination Liability Charge. Termination Liability Charges shall be calculated for each 12-month extension, as a separate service term agreement, as illustrated in 2. and 3, preceding.

5. If Customer migrates a Primary Rate ISDN service or service component (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Termination Liability Charge associated with the Terminated ILEC Service if:
 - a. the Terminated ILEC Service has been installed at the Customer site for new fewer than 12 months, and (N)
 - b. the term for the replacement AT&T BVoIP Service agreement is equal to or greater than the remaining term for the Terminated ILEC Service, and (N)
 - c. the replacement AT&T BVoIP Service is installed or available at the same Customer site as the Terminated ILEC Service. (N)

It is at the Company's sole determination whether a product change satisfies these requirements. (N)

- B.** Nonrecurring charges associated with the Primary Rate ISDN Access Line or Interoffice Channel facilities will not be applicable when upgrading from an existing MegaLink service to Primary Rate ISDN. A Type 1 Service Change Charge as specified in A42.3.4.G. will be applicable for the MegaLink service upgrade in addition to nonrecurring charges for other Primary Rate ISDN rate elements ordered.

Note 1: Effective October 1, 2013, customers may not establish new term plans greater than 36 months for Primary Rate ISDN, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.