

TARIFF DISTRIBUTION

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A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

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A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

A42.3 Primary Rate ISDN (Cont'd)

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 fifty percent (50%) of the monthly charges times the number of months remaining in 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.B.7., customers may extend their CSPP contract with the same rates, terms and conditions for *an additional 12-, 24- or 36-months*. 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 *12-, 24- or 36-month* 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. (C)

(DELETED) (D)

Terms outlined in the Private Line Guidebook, paragraph B2.4.9 A.2.a., disallowing any Company-initiated rate increases for the duration of either the 12-, 24- or 36-month Service Term, do not apply to 12-, 24- or 36-month Service Term extension rates. AT&T reserves the right to change 12-, 24- or 36-month Service Term extension rates (increase or decrease) at any time. Pursuant to applicable requirements, the Customer will be notified in advance of any price increases to their 12-, 24- or 36-month Service Term contract extension rates. (N)
 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 no fewer than 12 months, and

(DELETED) (D)
 - b. the replacement AT&T BVoIP Service is installed or available at the same Customer sites as the Terminated ILEC Service. (T)

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