

TERM PRICING PLAN (TPP)^{/1/}

- A.** TPP offers optional term discounts for business customers. Eligible services under TPP are Flat Rate 1-Party, Multi-Line, Plexar Access Lines and Flat Rate Trunk local exchange service. Business flat rate access line and trunk services that rate reference the eligible services listed above are also eligible for the TPP (hereinafter referred to as "eligible services"). TPP is offered in local exchange Rate Groups 4, 5, 6, 7 and 8. TPP provides for 12-, 24-, 36-, 48- or 60-month discounts.
- B.** All rules, regulations, fees and surcharges normally applicable to eligible services apply. Service connection charges as contained in Part 3, Section 1 of this Guidebook will also apply.
- C.** Customers subscribing to the TPP must commit to a service agreement in a form designated by the Company establishing the term period and discount percentage to be applied to the monthly rate in effect at the time the customer enters into the service agreement.
- D.** If monthly business access line rates set forth in Part 4, Section 2 of this Guidebook decrease during the term period, the Company will adjust the customers' term rates to reflect the decreased rates.
- E.** Effective 5/17/04, the rate provisions will only apply to customers with existing Term Pricing Plan agreements. Customers subscribing to or renewing Term Pricing Plan agreements on or after 5/17/04 will be subject to the rate provision described directly below. For customers who establish a service agreement, monthly business access line rates set forth in Part 4, Section 2 will not change as a result of a Company-initiated rate increase; however, when a rate group reclassification occurs, as set forth in Part 4 of this Guidebook, an adjustment for the remaining term of the service agreement will be made.
- The discount rate will remain fixed through the life of the commitment as set forth in paragraph J, however, if the monthly business access line rates for lines/trunks change as set forth in Part 4, Section 2 of this Guidebook, the price per month will change accordingly.
- F.** Customers may choose to terminate an existing service agreement before the end of the term period without paying termination charges as long as they negotiate a new service agreement that is greater than the existing term and contains an equal or greater number of business access lines than their existing service agreement. The new service agreement will be based upon the monthly business access line rates in effect at the time the new service agreement is established. Termination charges will also not apply if a customer upgrades to another Company service under a service contract whose term period is equal to or greater than the term period remaining on the service agreement being terminated. Customers requesting the termination of a service agreement prior to the expiration date, excluding the circumstances mentioned above, will be charged a termination charge.
- G.** Upon expiration of a service agreement, the service will automatically be billed at the monthly rates set forth in Part 4, Section 2 of this Guidebook, in effect at the time the service agreement expires unless a new service agreement is negotiated.

/1/ The TPP is obsolete for business customers, except for existing business customers at existing locations for the remainder of their term who subscribed to the plan prior to November 1, 2004.

TERM PRICING PLAN (TPP) (cont'd)^{/1/}

- H. When a TPP customer moves service from one service location to another, the duration and discount associated with the service agreement is not affected. If the applicable local exchange access monthly rate changes as a result of the move, the monthly rate at the new service location will be based on the rate in effect at the time of the move.

Termination charges do not apply if the customer agrees to continue the service agreement at the new service location and retains local exchange access lines that equal or exceed the number of lines that were connected at the old service location. If termination charges or service agreement renegotiations are applicable, rules as specified in paragraph F., preceding, and H.1 and H.2, following, apply. Payment of the termination charge does not release the customer from other previous amounts owed to the Company. Effective 5/17/04 the termination charge provisions in paragraph H.1 and H.2 will only apply to customers with existing agreements. Customers subscribing to or renewing TPP after 5/17/04 will be subject to the termination charge provisions only in Paragraph H.3. The termination charge shall be the lesser of:

1. The difference between the total rates and charges for the completed months of the original term period at the time of termination and the total rates and charges for the next lower service term^{/2/} actually completed plus interest charges based on the current discount rate as specified in Part 2 Section 2 of this Guidebook.

OR

2. The monthly payments remaining on the term period for each business access line or trunk service contained in the service agreement.

Example: If the customer completes 26 months of a 36-month service term, the first calculation of a termination charge will equal the difference between 26 months of rates and charges at the 36-month service term and 26 months of rates and charges at the 24-month service term (which is the next lower service term actually completed), plus interest at the current discount rate in effect at the time of termination. The second calculation will be the sum of the ten remaining monthly payments at the 36-month service term. The termination charge is the lesser of the two calculations.

3. For Term Pricing Plan agreements established on or after 5/17/04, the termination charge shall be fifty percent of the monthly payments remaining on the term period for each business access line or trunk service contained in the service agreement. Payment of the termination charge does not release the customer from other previous amounts owed to the Company.
- I. New customers are eligible for the Term Pricing Plan discounts listed in paragraph J., following. Customers currently subscribing to eligible services as specified in A., preceding, on a month-to-month basis may convert their existing service to a 12-, 24-, 36-, 48- or 60-month term. Appropriate service connection charges will apply at the time of conversion.
 - J. Monthly rate discounts for eligible services as specified in paragraph A., preceding, are:

12-month term	3%	48-month term	8%
24-month term	4%	60-month term	10%
36-month term	6%		

^{/1/} The TPP is obsolete for business customers, except for existing business customers at existing locations for the remainder of their term who subscribed to the plan prior to November 1, 2004.

^{/2/} If the service is terminated within the first 12 months, the calculation is based on month-to-month rates and charges.

AT&T KANSAS GUIDEBOOK

PART 20 - Grandfathered Services
SECTION 4 - Exchange Access Services

2nd Revised Sheet 3
Replacing 1st Revised Sheet 3

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AT&T KANSAS GUIDEBOOK

PART 20 - Grandfathered Services
SECTION 4 - Exchange Access Services

8th Revised Sheet 4
Replacing 7th Revised Sheet 4

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AT&T KANSAS GUIDEBOOK

PART 20 - Grandfathered Services
SECTION 4 - Exchange Access Services

2nd Revised Sheet 5
Replacing 1st Revised Sheet 5

(D)

CUSTOM BIZSAVER^{/1/}**A. Description**

Custom BizSaver (CBS) is an optional bundle offering that includes business Flat Rate 1-Party service or Multi-line service combined with Custom Calling Services and/or Rotary Hunt (as outlined below). Custom BizSaver is available at flat monthly rates. Customers must select either a 12-month, 24-month or 36-month term. (C)

Custom BizSaver allows customers to subscribe from one to up to ten business access lines at discounted flat rates using any combination of three main components: 1) Flat-Line Bundle, 2) Multi-line Bundle and 3) Additional Lines Options. However, the primary business line must be a Flat-Line Bundle or a Multi-line Bundle, and up to nine additional line/additional bundles, may be added. Only the primary line is under a term contract and price protected. However, the customer will benefit from discounted rates on all additional lines/bundles on the account based on the term duration selected on the primary line (as outlined below). While the primary line will not be subject to rate changes during the term of the agreement, prices on additional lines/bundles will be subject to such changes during the term period.

B. Eligibility

The bundles and additional line options contained in Custom BizSaver (CBS) are generally available at the monthly rates contained in the Rate Schedule.

Standard service connection and installation charges apply to install lines and/or features to establish bundles and additional lines except as noted below.

If the customer currently has its exchange service with another carrier within the Company's operating territory and wishes to establish service with the Company via the CBS offer, the applicable nonrecurring service connection, installation and conversion charges will be waived.

Existing business customers who subscribe to CBS will have applicable nonrecurring installation charges waived for any lines migrated to CBS or added at the time of subscription. In addition, applicable nonrecurring charges associated with Custom Calling Services and hunting required to establish CBS bundles or additional lines will be waived. (C)

Existing CBS customers who subscribe to additional CBS bundles or additional lines will receive a waiver of the applicable installation charges for each additional bundle/line ordered and installed. Applicable nonrecurring charges associated with Custom Calling Services and hunting required to establish CBS bundles or additional lines will also be waived. To qualify for the waivers, customers must have at least one year remaining on their term. (C)

^{/1/} Custom BizSaver is obsolete for business customers, except for existing installations at existing locations for existing customers for the remainder of their agreement who subscribed to the plan prior to September 1, 2008.

CUSTOM BIZSAVER^{/1/} (cont'd)

C. Bundles

Flat-Line Bundle (USOC: PGO11) consists of the following:

Business Flat Rate 1-Party access line
Caller ID-Calling Name and Number Delivery
Call Waiting
Call Forwarding
Three-Way Calling
Call Return

Multi-line Bundle (USOC: PGO12) consists of the following:

Business Multi-line access line
Rotary Hunting
Caller ID-Calling Name and Number Delivery
Three-Way Calling

D. Terms and Conditions

Flat-Line Flex Bundle (USOC: PGO15) consists of the following:

Business Flat Rate 1-Party access line
Customer Selected Feature #1
Customer Selected Feature #2
Customer Selected Feature #3
Customer Selected Feature #4
Customer Selected Feature #5

Customers that elect the Flat-Line Flex Bundle must choose five features from the following selection of Custom Calling Services to establish their Flat-Line Flex Bundle:

(C)

- Call Waiting
- Call Forwarding
- Remote Access to Call Forwarding
- Three-Way Calling
- Caller ID-Calling Name and Number Delivery
- Call Waiting ID
- Auto Redial
- Call Return
- Speed Calling 30
- Call Blocker

/1/ Custom BizSaver is obsolete for business customers, except for existing installations at existing locations for existing customers for the remainder of their agreement who subscribed to the plan prior to September 1, 2008.

CUSTOM BIZSAVER^{/1/} (cont'd)

D. Terms and Conditions (cont'd)

The service interactions of the individual Custom Calling Services in the package apply.

Flat-Line Flex Bundle is available to any business customer where at least five component services are available. The component services may be purchased individually at their standard Guidebook rates.

Business customers currently subscribing to all Flat-Line Flex Bundle component services may request billing at the Flat-Line Flex Bundle price.

The Flat-Line Flex Bundle is provided subject to the availability of Central Office capacity and facilities and the availability of each Custom Calling Service in the customer's serving Central Office.

The Flat-Line Flex Bundle is not available with ISDN, PBX, Coin, PRI, Centrex, PLEXAR and other non-POTS classes of services (e.g. Inmate or hotel-motel lines), 800/900, Cellular, Semi-Public Service, WATS, Foreign Exchange Service, DID, Payphone Exchange Access Service, Hot Line, TeleBranch and Location Routing Service. (C)

Usage sensitive services are not available as a component of the Flat-Line Flex Bundle.

If any of the five selected components from the Flat-Line Flex Bundle are removed the remaining services will be billed at the prevailing individual feature Guidebook rate.

If the customer subscribes to more than five Custom Calling Services on the Flat-Line Flex Bundle Selection List, the five features to be included in the Flat-Line Flex Bundle will be the five highest priced features based on current, stand alone feature rates. Services purchased in excess of those purchased as components of the Flat-Line Flex Bundle will be charged at their standard Guidebook rates.

Customers must select a 12-month, 24-month or 36-month term agreement to qualify for the offer.

The 12-month term also has a 12-month renewable option. If the customer selects the 12-month renewable option, the plan will renew for 12-month intervals. A maximum of two 12-month renewals are available after the first 12-month term. The customer will receive written notification of their selection outlining the details of the agreement, plus subsequent notifications regarding their renewal options prior to the expiration of each 12-month term.

Customers subscribing to Custom BizSaver have the option to install additional lines at discounted rates as outlined in the Rate Schedule. Two types of additional lines can be selected.

/1/ Custom BizSaver is obsolete for business customers, except for existing installations at existing locations for existing customers for the remainder of their agreement who subscribed to the plan prior to September 1, 2008.

CUSTOM BIZSAVER^{/1/} (cont'd)

E. Additional Lines Options

Additional Lines Options consist of the following:

Option 1 (USOC: PGO13)

Business Flat Rate 1-Party access line
Caller ID-Calling Name and Number Delivery

Option 2 (USOC: PGO14)

Business Multi-line access line
Rotary Hunting
Caller ID-Calling Name and Number Delivery

Minimum offer requirements are to have one Flat-Line Bundle, Multi-line Bundle or Flat-Line Flex Bundle on the customer's primary line for the duration of the term the customer selects. The Multi-line Bundle requires the customer to have the Multi-line bundle on the primary line and at least one additional line in service. Customers maintaining the minimum offer requirement may add or subtract additional lines/bundles at any time during the term. Custom BizSaver subscribers that fail to maintain the minimum offer requirement will be subject to early termination fees (ETFs). ETFs will be as follows for each month remaining on the term:

<u>Customer Type</u>	<u>12-Month</u>	<u>24-Month</u>	<u>36-Month</u>
Flat-Line Bundle	\$17.50	\$17.00	\$16.50
Multiline Bundle	29.50	28.50	27.50
Flat-Line Flex Bundle	17.50	17.00	16.50

/1/ Custom BizSaver is obsolete for business customers, except for existing installations at existing locations for existing customers for the remainder of their agreement who subscribed to the plan prior to September 1, 2008.

CUSTOM BIZSAVER^{/1/} (cont'd)

F. Rate Application

Beginning on October 30, 2006, termination liability charges are not applicable if, during the term period, the customer converts to another Company local exchange plan with a term equal to or greater than the period remaining on the existing term plan.

If the term ends without a renewal agreement, rates will revert to those rates outlined in this Guidebook for each service.

G. Rate Schedule

Flat-Line Bundle, Multi-line Bundle and Flat-Line Flex Bundle Rates

<u>Rate Group</u>	<u>12-Month</u>	<u>24-Month</u>	<u>36-Month</u>
1	\$34.99	\$33.99	\$32.99
2	34.99	33.99	32.99
3	38.99	37.99	36.99
4	38.99	37.99	36.99
5	38.99	37.99	36.99
6 & Tier I	38.99	37.99	36.99
Tier II	38.99	37.99	36.99
7	38.99	37.99	36.99
Tier I	38.99	37.99	36.99
Tier II	38.99	37.99	36.99
8	38.99	37.99	36.99
Tier I	38.99	37.99	36.99
Tier II	38.99	37.99	36.99
Basehor EAS to Kansas City Metro	38.99	37.99	36.99

Additional Lines Options (Option 1 and 2)

<u>Rate Group</u>	<u>12-Month</u>	<u>24-Month</u>	<u>36-Month</u>
All Rate Groups	\$24.99	\$23.99	\$22.99

/1/ Custom BizSaver is obsolete for business customers, except for existing installations at existing locations for existing customers for the remainder of their agreement who subscribed to the plan prior to September 1, 2008.

BUSINESS ACCESS LNE TERM VOLUME DISCOUNT^{/1/}**A. Description**

Business Access Line Term Volume Discount (TVD) provides eligible business customers who commit to a minimum access line volume commitment and term plan a discount on eligible business access lines and trunks.

B. Terms and Conditions

TVD provides optional term and volume discounts from Guidebook rates for business customers as provided in the Rate Section (i.e., Part 4, Section 2) of this Guidebook. Eligible services under TVD are Business Flat Rate 1-Party, Multi-line, Flat Rate Trunk, and Plexar Access Lines and any services that rate reference these Lines/Trunks. TVD provides for 12-, 24-, 36 and 48-month term discounts for Kansas customers.

All rules, regulations, fees and surcharges normally applicable to eligible TVD services apply. Local and state additional charges, taxes, surcharges and the End-User Common Line Charge are not volume discount eligible under TVD.

To qualify, the customer subscribing to TVD must commit to a service agreement as prescribed by AT&T Kansas establishing the term period, minimum access line volume commitment and discount percentage to be applied to the monthly recurring rates in effect at the time the customer enters into the service agreement. The discount rate will remain fixed through the life of the commitment, however, if the base rates for lines/trunks change, the price per month will change accordingly.

TVD requires the customer to commit to a minimum volume of access lines. The total number of access lines within the state will apply toward the volume commitment. At any month during the term, if the total number of lines in the state is less than the minimum, an Adjustment Charge will appear on the customer's designated Master Billing Telephone Number for the state. A \$20.00 per-line Adjustment Charge will be billed for the number of lines under the minimum line volume commitment for each month the total number of lines is below the minimum.

The 12-month term is also available as a 12-month re-subscribe agreement. Under the 12-month re-subscribe option, the plan will renew for 12-month intervals. A maximum of two 12-month terms are available after the first 12-month term. The customer will receive written notification of their selection outlining the details of the agreement, plus subsequent notifications regarding their re-subscribe options prior to the expiration of each 12-month term. The customer is under no obligation to re-subscribe after completion of a 12-month term period.

This offer may not be combined with Custom BizSaver, Custom BizSaver II, Easy Rate, SimpleLink, SimpleLink Enhanced, CompleteLink or CompleteLink 2.0 offers.

Upon expiration of a 12-, 24-, 36- or 48-month service agreement, the service will automatically be billed at the monthly rates set forth in this Guidebook, in effect at the time the service agreement expires, unless a new service agreement is negotiated.

/1/ Effective June 30, 2012, new service agreements for the Business Access Line Term Volume Discount plan will no longer be available to new or existing customers.

BUSINESS ACCESS LINE TERM VOLUME DISCOUNT^{/1/} (cont'd)**C. Prices**

Access Line Volume Commitment	12-Month Term	24-Month Term	36-Month Term	48-Month Term
Minimum 1 line	5.0%	7.0%	9.0%	9.5%
Minimum 5 lines	5.5%	7.5%	9.5%	10.0%
Minimum 11 lines	6.0%	8.0%	10.0%	10.5%
Minimum 31 lines	7.0%	9.0%	11.0%	11.5%
Minimum 101 lines	8.0%	10.0%	12.0%	12.5%
Minimum 201 lines	9.0%	11.0%	13.0%	13.5%

D. Rate Application

At the time a customer subscribes to TVD, applicable nonrecurring charges (NRCs) associated with the lines/trunks will be waived for customers coming to AT&T Kansas from other carriers. Standard NRCs will apply to lines/trunks added subsequent to the initial order.

E. Termination Charges

If the customer terminates the TVD agreement prior to the expiration of the 12-, 24-, 36- or 48-month service term, the customer shall pay a termination charge. Payment of the termination charge does not release the customer for amounts previously owed to the Company. The termination charge shall be:

- All unpaid special Construction charges or nonrecurring charges (excluding any waived charges); plus
- Fifty percent (50%) of all recurring charges for the remaining months of the customer's term based on the minimum access line volume commitment.

TVD customers may choose to terminate an existing service agreement before the end of the term period without paying termination charges provided they negotiate a new TVD service agreement whose term period is equal to or greater than the term period remaining on the existing TVD service agreement and retains local exchange access lines that equal or exceed the minimum access line volume commitment under the existing agreement. The new service agreement will be based upon the monthly business recurring rates in effect at the time the new service agreement is established.

Termination charges will also not apply if a customer converts to another Company service agreement whose term period is equal to or greater than the term period remaining on the existing TVD service agreement and retains local exchange access lines that equal or exceed the minimum access line volume commitment under the existing agreement. Customers requesting the termination of a service agreement prior to the expiration date, excluding the circumstances mentioned above, will be charged a termination charge.

/1/ Effective June 30, 2012, new service agreements for the Business Access Line Term Volume Discount plan will no longer be available to new or existing customers.

BUSINESS ACCESS LINE TERM VOLUME DISCOUNT^{/1/} (cont'd)**E. Termination Charges (cont'd)**

When a TVD customer moves service from one service location to another, the minimum access line volume commitment, duration and discount associated with the service agreement is not affected. If the applicable local exchange access monthly rate changes as a result of the move, the monthly rate at the new service location will be based on the rate in effect at the new service location. Termination charges and Adjustment Charges (as described above) do not apply if the customer agrees to continue the service agreement at the new service location and retains local exchange access lines that equal or exceed the minimum access line volume commitment that were under TVD service agreement at the old service location.

/1/ Effective June 30, 2012, new service agreements for the Business Access Line Term Volume Discount plan will no longer be available to new or existing customers.

SIMPLELINK ENHANCED^{/1/}**A. Description**

SimpleLink Enhanced is an optional access and usage volume discount plan for the Company's business customers. Customers subscribing to SimpleLink Enhanced receive monthly discounts on selected services based on the customer's Minimum Monthly Revenue Commitment (MMRC). SimpleLink Enhanced also provides an optional access line with Caller ID bundle at a flat rate.

B. DefinitionsMinimum Monthly Revenue Commitment (MMRC)

The minimum monthly revenue commitment that the customer must commit to, per month, in order to receive the volume discount.

Contributory Services

Those services whose revenue is counted towards achievement of the customer's selected MMRC.

Eligible Services

Those services that are eligible for discounts based on achievement of a specified MMRC.

Maximum Monthly Allowable Discount

The maximum monthly allowable discount that the customer can receive in a given month based on their selected MMRC.

C. Terms and Conditions

1. Minimum Monthly Revenue Commitment

MMRC revenue is the sum total of the customer's monthly billed charges, for services specified in the Company's SimpleLink Enhanced guidebook, for all eligible business accounts located in the state, before discounts are applied.

Services contributing towards the MMRC include all the Company's regulated services except standalone Business Flat Rate 1-Party line and Business Multi-line service (See Section C.4. for bundle options).

SimpleLink Enhanced service is available with one-year, two-year or three-year term plans. The one-year term also has a one-year renewable option. If the customer selects the one-year renewable option, the plan will renew for one-year intervals. A maximum of two one-year renewals are available after the first one-year term. The customer will receive written notification of their selection outlining the details of the agreement, plus subsequent notifications regarding their renewal options prior to the expiration of each one-year term. Additionally, three MMRC levels will be available for customers to choose from: \$45, \$85, and \$200. Customers subscribing to a two or three year SimpleLink Enhanced term plan will be required to sign a written order confirmation form in order to qualify for the applicable plan discounts.

SimpleLink Enhanced customers who fail to meet their selected MMRC will be billed the difference between the selected MMRC and the monthly revenue billed.

^{/1/} SimpleLink Enhanced is obsolete for business customers, except for existing installations at existing locations for existing business customers for the remainder of their term who subscribed to the plan prior to June 30, 2010.

SIMPLELINK ENHANCED^{/1/} (cont'd)

C. Terms and Conditions (cont'd)

2. The following eligible services will receive a discount using the Price schedules listed below in "Prices":

SimpleLink Enhanced Access Line Bundle	Call Waiting ID ^{/4/}
Business Trunks (Analog PBX)	Personal Ring ^{/4/}
Call Forwarding-Busy Line/Don't Answer ^{/4/}	Call Transfer Disconnect ^{/4/}
Remote Access to Call Forwarding ^{/4/}	Call Forward Busy Line ^{/4/}
Call Forwarding ^{/4/}	Caller ID Name ^{/4/}
Caller ID Name & Number Delivery ^{/4,5/}	Caller ID Number ^{/4/}
Three-way Calling ^{/4/}	Priority Call ^{/4/}
Auto Redial ^{/4/}	
Call Waiting ^{/4/}	Selective Call Forwarding ^{/4/}
Call Return ^{/4/}	Speed Dialing 30 ^{/4/}
Call Blocker ^{/4/}	
Anonymous Call Rejection ^{/3,4/}	Simultaneous Call Forwarding ^{/4/}
Call Forward Don't Answer ^{/4/}	

(C)

Nonrecurring charges for the above services are not eligible for Total Volume Discount (TVD) discounts; however, nonrecurring charge waivers and credits are available to eligible customers as stated in the SimpleLink Enhanced guidebook.

Local and state additional charges, taxes, the End User Common Line Charge, and nonrecurring charges are not discount eligible.

3. A customer's MMRC volume discount may not exceed the following maximums per plan, per month:

<u>Minimum Monthly Revenue Commitment</u>	<u>Maximum Monthly Allowable Discount</u>
\$45.00	\$85.00
85.00	85.00
200.00	85.00

/1/ SimpleLink Enhanced is obsolete for business customers, except for existing installations at existing locations for existing business customers for the remainder of their term who subscribed to the plan prior to June 30, 2010.
 /2/ Reserved for future use.
 /3/ These services are obsolete for business customers as of October 31, 2012, except for existing business customers at existing locations who subscribed to the service prior to October 31, 2012.
 /4/ An additional 30% discount will be applied to the Telco calling features as indicated above and will apply in addition to TVD percentage listed in "Prices".
 /5/ Caller ID Name and Number will not receive the additional 30% discount when part of the SimpleLink Enhanced Access Line Bundle package.

SIMPLELINK ENHANCED^{/1/} (cont'd)

C. Terms and Conditions (cont'd)

3. (cont'd)

All of the accounts on a SimpleLink Enhanced agreement must reside in the same state. An eligible SimpleLink Enhanced customer may include up to, but not exceed, 10 of its accounts under one SimpleLink Enhanced agreement. A customer may have only one SimpleLink Enhanced agreement per state in the Southwest region.

A SimpleLink Enhanced plan is not transferable to, or may not be assumed by, a customer or customers other than the customer of record without prior written consent of the Company.

The customer's term commences the day after the service is "activated" by the Company. The date "activated" shall be the date the order installing the plan is completed in the Company's billing system.

Any account with an existing product agreement for a service which is included as a SimpleLink Enhanced eligible service, or on an optional calling plan (including but not limited to, BizSaver®, Business Access Line Term Pricing, Custom BizSaver, Feature Select, CompleteLink, 1+SAVER®, and 1+SAVER Direct®) may not be included in a new SimpleLink Enhanced agreement. (C)

4. SimpleLink Enhanced Access Line Bundle

SimpleLink Enhanced customers are eligible to subscribe to an Access Line Bundle that consists of a business access line and Caller ID Name and Number at a flat rate as described in this guidebook. Customers must subscribe to a minimum of two bundles to receive the SimpleLink Enhanced Access Line Bundle flat rate.

The SimpleLink Enhanced Access Line Bundle is eligible for the SimpleLink Enhanced discounts outlined in this guidebook.

The SimpleLink Enhanced Access Line Bundle flat rate is available for the duration of the SimpleLink Enhanced term plan selected by the customer. At the end of the SimpleLink Enhanced term plan, the customer will be billed for the components that make up the bundle at their individual month to month rates unless the customer renews their SimpleLink Enhanced term agreement.

Standard service and equipment and/or installation charges apply to install SimpleLink Enhanced Access Line bundles.

SimpleLink Enhanced Access Line Bundled Options consist of the following:

SLE Access Line Bundle 1
Business Flat Rate 1-Party Line
Calling Number
Calling Name

SLE Access Line Bundle 2
Business Multi-line
Calling Number
Calling Name

/1/ SimpleLink Enhanced is obsolete for business customers, except for existing installations at existing locations for existing business customers for the remainder of their term who subscribed to the plan prior to June 30, 2010.

SIMPLELINK ENHANCED^{/1/} (cont'd)

D. Prices

1. Minimum Monthly Revenue Commitment (MMRC) Discount

MMRC Discount % on Eligible Services

<u>Description</u>	<u>Monthly Minimum</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Discount for all eligible SimpleLink Enhanced customers:	\$45.00	7.00%	8.00%	9.00%
	85.00	8.00%	9.00%	10.00%
	200.00	9.00%	10.00%	11.00%

2. SimpleLink Enhanced Business Access Line Bundle Rates

<u>Description</u>	<u>Rate</u>
SimpleLink Enhanced Access Flat Rate 1-Party Line Bundle 1	\$32.00
SimpleLink Enhanced Access Multi-line Bundle 2	32.00

/1/ SimpleLink Enhanced is obsolete for business customers, except for existing installations at existing locations for existing business customers for the remainder of their term who subscribed to the plan prior to June 30, 2010.

SIMPLELINK ENHANCED^{/1/} (cont'd)

D. Prices (cont'd)

3. Win/Winback MMRC Credit and Waivers

Customers coming from other carriers who subscribe to SimpleLink Enhanced are eligible for non recurring charge waivers and credits during their term based on the MMRC and the term selected. Standard service, equipment and installation non-recurring charges for lines/trunks and features are waived at the time of subscription.

Credits are based on the following schedule:

	Payment Schedule		
	<u>Month 4</u>	<u>Month 16</u>	<u>Month 28</u>
Term selected with \$45.00 MMRC			
1 Year Term	\$45.00	X	X
2 Year Term	45.00	\$45.00	X
3 Year Term	45.00	45.00	\$45.00
Term selected with \$85.00 MMRC			
1 Year Term	\$85.00	X	X
2 Year Term	85.00	\$85.00	X
3 Year Term	85.00	85.00	\$85.00
Term selected with \$200.00 MMRC			
1 Year Term	\$200.00	X	X
2 Year Term	200.00	\$200.00	X
3 Year Term	200.00	200.00	\$200.00

/1/ SimpleLink Enhanced is obsolete for business customers, except for existing installations at existing locations for existing business customers for the remainder of their term who subscribed to the plan prior to June 30, 2010.

SIMPLELINK ENHANCED^{/1/} (cont'd)**E. Other Applicable Charges and Payments**

Unique Service Connection Charges are not applicable when establishing or changing to SimpleLink Enhanced, but service connection charges shall apply to new or additional services.

F. Early Termination Charges

Customers terminating a SimpleLink Enhanced plan prior to the expiration of the selected term period are subject to early termination charges.

Early Termination charges are equal to 50% of the Minimum Monthly Revenue Commitment (MMRC) multiplied by the number of months remaining in the customer's term period. For a partial month, if the partial month revenue is less than the MMRC, the customer is liable for 50% of the difference between the MMRC and the actual billed revenue. The early termination charge will be billed in a lump sum to the customer's designated main billing telephone number.

Early Termination liability charges are not applicable if during the SimpleLink Enhanced term period the customer converts to another Company access or usage plan with a term equal to or greater than the existing SimpleLink Enhanced plan, and a revenue commitment^{/2/} equal to or greater than the SimpleLink Enhanced MMRC.

G. Service Guarantee

Within 90 days of subscribing to SimpleLink Enhanced two-year and three-year term plans, customers may cancel this service without incurring the termination liability charges specified in this guidebook. This guarantee does not apply to customers who terminate or convert to another of the Company's toll, access and/or usage commitment product for the purpose of subscribing to SimpleLink Enhanced.

/1/ SimpleLink Enhanced is obsolete for business customers, except for existing installations at existing locations for existing business customers for the remainder of their term who subscribed to the plan prior to June 30, 2010.

/2/ Effective June 30, 2010, conversion to a new plan with an equal or greater revenue commitment is no longer a requirement to waive termination charges per this clause.

COMPLETELINK ^{/1/}

A. Description

CompleteLink is an optional access and usage volume discount plan for the Company's business customers. Customers subscribing to CompleteLink receive monthly discounts on selected services based on the customer's Minimum Annual Revenue Commitment (MARC). CompleteLink requires the Company's local exchange access and/or local usage.

B. Definitions

Minimum Annual Revenue Commitment (MARC) - The minimum annual revenue commitment that the customer must commit to, per year, in order to receive the volume discount.

Contributory Services - Those services whose revenue is counted towards achievement of the customer's selected MARC.

Eligible Services - Those services that are eligible for discounts based on achievement of a specified MARC.

C. Terms and Conditions

1. Minimum Annual Revenue Commitment

The MARC is the minimum annual revenue commitment that the customer must commit to, per year, in order to receive the volume discount.

MARC revenue is the sum total of the customer's annual billed charges, for services specified in the CompleteLink section of this Guidebook, for all eligible business accounts located in the Company's region, before discounts are applied.

Services contributing towards the MARC include all Company regulated services.

The CompleteLink plan is available with one-year, two-year, three-year or five-year term plans. Customers will be required to sign a Confirmation of Service Order to indicate their selection.

CompleteLink customers who fail to meet their selected MARC will be billed the difference between the selected MARC and the annual revenue billed.

/1/ CompleteLink is obsolete for business customers, except for existing installations at existing locations for existing business customers for the remainder of their term who subscribed to the plan prior to December 15, 2006.

COMPLETELINK^{/1/} (cont'd)**C. Terms and Conditions (cont'd)**

2. Minimum Annual Revenue Commitment (MARC) volume discounts apply to the following eligible services:

Business Exchange Access Service
Business Trunks (SuperTrunks, Digital Loop Service, and Analog PBX)
IntraLATA Toll usage
Toll-free 800/888 (Maximizer 800) usage

Call Forwarding-Busy Line/Don't Answer
Remote Access to Call Forwarding
Caller ID-Calling Name Delivery
Caller ID-Calling Number Delivery
Call Forwarding
Call Waiting
Three-Way Calling
Call Return
Auto Redial
Call Blocker

(D)

The following Primary Rate ISDN: SmartTrunkSM elements if on Month-to-Month Service only^{/2/}:

- SmartTrunk Port (USOC: TZ1P1)
- SmartTrunk Interface (SI) (USOC: ZPAZD)

The following SmartTrunk compatible Digital Circuit Switched Voice (CSV)/Circuit Switched Data (CSD) B Channel Transport elements^{/3/}:

- USOC: T151X
- USOC: T15CX

The following Access Advantage Plus Service, Integrated Voice Access Lines and Trunks if on Month-to-Month Service only^{/4/}:

- Lines: USOCs: 1F7, 1D8, 1EL, 1NK
- Trunks: USOCs: P1W, P1W01, P1U, P1W2X, P11, P19, P1YAD, P1YAE, P1WEX, P1WHC, P12, P1WFO, P1WFC, P1WF2, P1WCX, P1W1X, P1WOX, P1WLC

The following Hunting Line Services^{/4/}:

- USOC: HSHPT (rotary)
- USOC: HSHCH (circle)

/1/ CompleteLink is obsolete for business customers, except for existing installations at existing locations for existing business customers for the remainder of their term who subscribed to the plan prior to December 15, 2006.

/2/ Agreements executed after February 18, 2002 may include these elements as eligible services.

/3/ Agreements executed after June 17, 2002 may include these elements as eligible services.

/4/ Agreements executed after September 17, 2002 may include these elements as eligible services.

COMPLETELINK^{/1/} (cont'd)

C. Terms and Conditions (cont'd)

2. Minimum Annual Revenue Commitment (MARC) volume discounts apply to the following eligible services: (cont'd)

The following Plexar® II Access Line Rates if on Month-to-Month Service only^{/2/}:

- USOCs: TCP1X, TCPCX, TCPOX, TJFCX.

Local and state additional charges, taxes, the End User Common Line Charge, and non-recurring charges are not discount eligible.

With the exception of local access and/or usage, CompleteLink customers are not required to purchase any of the MARC contributory services. Recurring and nonrecurring charges apply to the installation and use of these services.

3. A customer's MARC volume discount may not exceed the following maximums per plan, per year:

<u>Minimum Annual Revenue</u>	<u>Maximum Annual MARC Discount</u>
\$700	\$350
1,200	700
3,000	1,000
7,000	2,000
12,000	2,500
18,000	4,300
25,000	6,300
35,000	9,300
50,000	14,300
75,000	19,500
100,000	24,000
125,000	30,000
150,000	36,000
200,000	46,000
300,000	60,000
500,000 plus	100,000

An eligible CompleteLink customer may include up to, but not exceed 3,000 of its accounts per state, under one CompleteLink plan. A telephone number may not be included in more than one CompleteLink plan at a time.

/1/ CompleteLink is obsolete for business customers, except for existing installations at existing locations for existing business customers for the remainder of their term who subscribed to the plan prior to December 15, 2006.

/2/ Agreements executed after September 17, 2002 may include these elements as eligible services.

COMPLETELINK^{/1/} (cont'd)

C. Terms and Conditions (cont'd)

A CompleteLink plan is not transferable to, or may not be assumed by, a customer or customers other than the customer of record without prior written consent of the Company.

The CompleteLink plan applies to all of the intraLATA services of the subscribing customer, including all business usage and message toll service for all business accounts covered by the plan. The jurisdiction of the main billing telephone number selected by the customer will dictate the jurisdiction of the governing Guidebook for the CompleteLink contract.

Minimum Annual Revenue Commitment (MARC) discounts will not accumulate or be effective until October 15, 2001, or thereafter based upon customer commitment date. The customer's term commences the day after the service is "activated" by the Company. The date "activated" shall be the date the order installing the plan is completed in the Company's billing system.

CompleteLink customers will receive discounted intraLATA toll rates based on their MARC and term agreement length.

Other discounts may not apply when a customer subscribes to CompleteLink.

/1/ CompleteLink is obsolete for business customers, except for existing installations at existing locations for existing business customers for the remainder of their term who subscribed to the plan prior to December 15, 2006.

COMPLETELINK^{/1/} (cont'd)**D. Prices**

<u>Description</u>	<u>Annual Minimum</u>	<u>MARC Discount % (1) or Rate</u>			
		<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>
MARC	\$ 700	5.0%	6.0%	7.0%	7.5%
MARC	1,200	5.25%	6.25%	7.25%	7.75%
MARC	3,000	5.5%	6.5%	7.5%	8.0%
MARC	7,000	6.0%	7.0%	8.0%	8.5%
MARC	12,000	6.5%	7.5%	8.5%	9.0%
MARC	18,000	6.5%	7.5%	8.5%	9.0%
MARC	25,000	7.5%	8.5%	9.5%	10.0%
MARC	35,000	8.0%	9.0%	10.0%	10.5%
MARC	50,000	8.5%	9.5%	10.5%	11.0%
MARC	75,000	9.0%	10.0%	11.0%	11.5%
MARC	100,000	9.5%	10.5%	11.5%	12.0%
MARC	125,000	9.5%	10.5%	11.5%	12.0%
MARC	150,000	10.0%	11.0%	12.0%	12.5%
MARC	200,000	10.0%	11.0%	12.0%	12.5%
MARC	300,000	10.25%	11.25%	12.25%	12.75%
MARC	500,000 plus	10.5%	11.5%	12.5%	13.0%
IntraLATA toll & Maximizer 800 IntraLATA rates, per MOU		\$.10	\$.10	\$.10	\$.10

/1/ CompleteLink is obsolete for business customers, except for existing installations at existing locations for existing business customers for the remainder of their term who subscribed to the plan prior to December 15, 2006.

/2/ Customers who have received a competitive offer and are considering taking that offer and decide to stay with the Company will receive an additional 2% discount. (Customers may be asked to provide proof of such offer.) Customers who have left the Company and are returning by committing to a CompleteLink term agreement will receive an additional 4% discount. This additional discount is not available to customers who have local service with an affiliate of the Company.

COMPLETELINK^{/1/} (cont'd)**E. Other Applicable Charges and Payments**

Service Connection Charges are not applicable when establishing or changing to CompleteLink.

Guidebook nonrecurring charges on all CompleteLink eligible services purchased at the time a CompleteLink agreement is signed will be waived for business customers who sign a new CompleteLink agreement.

F. Termination Charges

Customers terminating a CompleteLink plan prior to the expiration of the selected term period are subject to termination charges.

Termination charges are equal to 50% of the Minimum Annual Revenue Commitment (MARC) multiplied by the number of years remaining in the customer's term period. For a partial year, if the partial year revenue is less than the MARC, the customer is liable for 50% of the difference between the MARC and the actual billed revenue. The termination charge will be billed in a lump sum to customer's designated main billing telephone number.

Termination liability charges are not applicable if during the CompleteLink term period the customer converts to another Company access or usage plan with a term equal to or greater than the existing CompleteLink plan, and a revenue commitment equal to or greater than the CompleteLink MARC.

G. Service Guarantee

Within 90 days of subscribing to CompleteLink three-year and five-year term plans, customers may cancel this service without incurring the termination liability charges specified in this Guidebook. This guarantee does not apply to customers who terminate or convert to another Company toll, access and/or usage commitment product for the purpose of subscribing to CompleteLink.

H. MARC Downgrade Allowance

Termination liability charges will not apply if during the term of the CompleteLink agreement the Customer disconnects one or more of the services which are specified under Column A below, and those services are contributory to their CompleteLink MARC and replaces the service(s) with the Company service specified on the same line in Column B, and as a direct result of that replacement the Customer's annual spending on those services is reduced (comparing customer's current spending on the removed services and the anticipated customer spending for the replacement services), and that reduction results in a 50% or greater difference between the customer's current MARC and the next lower MARC, at the Customer's option and request, the Customer may terminate the existing CompleteLink agreement without termination liability provided: a) the Customer enters into a new CompleteLink service agreement for a term period which is equal to or greater than the time remaining on their current agreement, and b) the MARC on the new agreement is the next lower MARC.

^{/1/} CompleteLink is obsolete for business customers, except for existing installations at existing locations for existing business customers for the remainder of their term who subscribed to the plan prior to December 15, 2006.

COMPLETELINK^{/1/} (cont'd)

H. MARC Downgrade Allowance (cont'd)

This waiver of charges as a result of replacing Column A contributory services with the associated Column B contributory service will be allowed only once per customer, per agreement term. CompleteLink \$700 MARC service agreements are specifically not eligible.

For purposes of the waiver, "as a direct result" means that the newly installed product(s) must be installed at the same customer service location(s) and in the same relative quantity (ies) as those being displaced. It is at the Company's sole determination whether a product change satisfies the requirements for waiver of the termination liability under this provision

A		B
Analog Trunks	to	ISDN PRI, DS1, DS3, SONET, or GigaMAN
Digital Loop Service	to	ISDN PRI
Super Trunks	to	ISDN PRI
Basic Plexar II Lines	to	EKL, ISDN BRI, or Plexar IP Lines
Plexar I	to	Plexar II or Plexar Custom
Grandfathered Centrex/Plexar	to	Plexar
Measured or Flat Business Lines	to	Plexar, ISDN PRI, DS1, DS3, SONET or GigaMAN
DS0, ISDN BRI, or Digiline	to	DS1, DS3, SONET, or GigaMAN
DS1	to	DS3, SONET, GigaMAN
DS3	to	SONET or GigaMAN

The following is stated as a matter of convenience and not intended to imply that the list above is not inclusive. In no event will the following changes satisfy the conditions required for termination without liability under this provision.

Plexar (any type)	to	PBX
Plexar (any type)	to	ISDN PRI

This waiver only applies to the termination charge applicable to the CompleteLink agreement. Termination charges may apply on those services being disconnected, and the application of the termination charges are not affected by this waiver. All applicable recurring and nonrecurring charges apply to the installation and removal of services. Products and services are subscribed to separately and not as a part of the CompleteLink subscription. As a result of selecting a reduced MARC level, discounts provided under the new CompleteLink agreement may be less than those received under the higher MARC agreement (discounts for the new agreement will be those applicable to the new MARC level under the CompleteLink Guidebook in effect at the time the new contract is executed.) 90 day satisfaction guarantee does not apply to the new agreement.

/1/ CompleteLink is obsolete for business customers, except for existing installations at existing locations for existing business customers for the remainder of their term who subscribed to the plan prior to December 15, 2006.

COMPLETELINK^{/1/} (cont'd)

H. MARC Downgrade Allowance (cont'd)

Example: Customer has a CompleteLink \$25,000 MARC, 3-year agreement, with 18 months remaining. MARC attainment in current year is 60%. A customer replaces its Analog Trunks to ISDN PRI, which would result in an annual spending reduction of \$4,000 from what was spent for the Analog Trunks. At the time of the new contract, the CompleteLink Guidebook reflects the next lower MARC to be \$18,000, so the customer may terminate its \$25,000 MARC agreement without liability if it enters into a new 2-year (24 month) CompleteLink agreement at the \$18,000 MARC. The applicable discount will be that available with the \$18,000 commitment level.

/1/ CompleteLink is obsolete for business customers, except for existing installations at existing locations for existing business customers for the remainder of their term who subscribed to the plan prior to December 15, 2006.

SIMPLELINK^{/1/}**A. Description**

SimpleLink is an optional access and usage volume discount plan for the Company's business customers. Customers subscribing to SimpleLink receive monthly discounts on selected services based on the customer's Minimum Annual Revenue Commitment (MARC) as well as discounts on selected usage services. SimpleLink requires the Company's local access and/or local usage.

B. Definitions

Minimum Annual Revenue Commitment (MARC) - The minimum annual revenue commitment that the customer must commit to, per year, in order to receive the volume discount.

Contributory Services - Those services whose revenue is counted towards achievement of the customer's selected MARC.

Eligible Services - Those services that are eligible for discounts based on achievement of a specified MARC.

C. Terms and Conditions**1. Minimum Annual Revenue Commitment**

MARC revenue is the sum total of the customer's annual billed charges, for services specified in the Company's SimpleLink Guidebook, for all eligible business accounts located in the state, before discounts are applied.

Services contributing towards the MARC include all the Company's regulated and non-regulated services.

SimpleLink service is available with one-year, two-year or three-year term plans. The one-year term also has a 1-year renewable option. If the customer selects the 1-year renewable option, the plan will renew for 1-year intervals. A maximum of two 1-year renewals are available after the first 1-year term. The customer will receive written notification of their selection outlining the details of the agreement, plus subsequent notifications regarding their renewal options prior to the expiration of each 1-year term. Additionally, three MARC levels will be available for customers to choose from: \$500, \$1,000, and \$2,500. Customers subscribing to a 2 or 3 year SimpleLink term plan will be required to sign a written order confirmation form in order to qualify for the applicable plan discounts.

SimpleLink customers who fail to meet their selected MARC will be billed the difference between the selected MARC and the annual revenue billed.

^{/1/} SimpleLink is obsolete for business customers, except for existing installations at existing locations for existing business customers for the remainder of their term who subscribed to the plan prior to June 30, 2010.

SIMPLELINK^{/1/} (cont'd)

C. Terms and Conditions (cont'd)

2. The following eligible services will receive a discount using the Price schedules listed below:

(A) = Minimum Annual Revenue Commitment (MARC) Discount; (B) = Monthly Toll Discount:

- | | |
|--|---|
| Business Exchange Access Service (A) | Intrastate IntraLATA Toll usage (B) |
| Business Trunks (Analog PBX) (A) | Toll-free 800/888 (Maximizer 800) usage (B) |
| Remote Access to Call Forwarding (A) | |
| Call Forwarding-Busy Line/Don't Answer (A) | |
| Call Forwarding (A) | |
| Caller ID Calling Name Delivery (A) | |
| Three-way calling (A) | |
| Auto Redial (A) | |
| Call Waiting (A) | |
| Caller ID Calling Number Delivery (A) | |
| Call Return (A) | |
| Call Blocker (A) | |

Local and state additional charges, taxes, the End User Common Line Charge, and nonrecurring charges are not discount eligible.

3. A customer's MARC volume discount may not exceed the following maximums per plan, per year:

<u>Minimum Monthly Revenue Commitment</u>	<u>Maximum Monthly Allowable Discount</u>
\$ 500	\$1,000
1,000	1,000
2,500	1,000

All of the accounts on a SimpleLink agreement must reside in the same state. An eligible SimpleLink customer may include up to, but not exceed, 10 of its accounts under one SimpleLink agreement. A customer may have only one SimpleLink agreement per state in the Southwest region.

A SimpleLink plan is not transferable to, or may not be assumed by, a customer or customers other than the customer of record without prior written consent of the Company.

The customer's term commences the day after the service is "activated" by the Company. The date "activated" shall be the date the order installing the plan is completed in the Company's billing system.

Any account with an existing product agreement for a service which is included as a SimpleLink eligible service, or on an optional calling plan (including but not limited to, BizSaver®, Business Access Line Term Pricing, CompleteLink BASIC or CompleteLink, 1+SAVER®, and 1+SAVER Direct®) may not be included in a new SimpleLink agreement. (C)

/1/ SimpleLink is obsolete for business customers, except for existing installations at existing locations for existing business customers for the remainder of their term who subscribed to the plan prior to June 30, 2010.

SIMPLELINK^{/1/} (cont'd)

D. Prices

1. Minimum Annual Revenue Commitment (MARC) Discount

Description	Annual Minimum	MARC Discount % on (A) Eligible Services		
		1 Year	2 Years	3 Years
Discount for all eligible SimpleLink customers:	\$ 500	9.00%	10.00%	11.00%
	1,000	9.50%	10.50%	11.50%
	2,500	10.00%	11.00%	12.00%

2. Monthly Toll Discount

SimpleLink customers will also receive discounted intrastate intraLATA toll usage and toll-free 800/888 (Maximizer 800) usage. The applicable usage rate for these usage types when associated with a SimpleLink agreement is \$0.10 per MOU. The MARC discount (A) is, then, added to these rates. (C)

3. Revenue Growth Incentive

At the end of the 2nd year of the term agreement, and going forward, if the customer's contributory spending is greater than their MARC, the customer will receive an annual, one-time credit equal to 10% of the increase over the highest spending in any previous year of the contract. (C)

/1/ SimpleLink is obsolete for business customers, except for existing installations at existing locations for existing business customers for the remainder of their term who subscribed to the plan prior to June 30, 2010.

SIMPLELINK^{/1/} (cont'd)**E. Other Applicable Charges and Payments**

Service Connection Charges are not applicable when establishing or changing to SimpleLink.

F. Termination Charges

Customers terminating a SimpleLink plan prior to the expiration of the selected term period are subject to termination charges.

Termination charges are equal to 50% of the Minimum Annual Revenue Commitment (MARC) multiplied by the number of years remaining in the customer's term period. For a partial year, if the partial year revenue is less than the MARC, the customer is liable for 50% of the difference between the MARC and the actual billed revenue. The termination charge will be billed in a lump sum to the customer's designated main billing telephone number.

Termination liability charges are not applicable if during the SimpleLink term period the customer converts to another Company access or usage plan with a term equal to or greater than the existing SimpleLink plan, and a revenue commitment^{/2/} equal to or greater than the SimpleLink MARC.

G. Service Guarantee

Within 90 days of subscribing to SimpleLink 2-year and 3-year term plans, customers may cancel this service without incurring the termination liability charges specified in this Guidebook. This guarantee does not apply to customers who terminate or convert to another of the Company's toll, access and/or usage commitment product for the purpose of subscribing to SimpleLink.

/1/ SimpleLink is obsolete for business customers, except for existing installations at existing locations for existing business customers for the remainder of their term who subscribed to the plan prior to June 30, 2010.

/2/ Effective June 30, 2010, conversion to a new plan with an equal or greater revenue commitment is no longer a requirement to waive termination charges per this clause.

Residence Access Line Retention Offer^{/1/}

Beginning August 8, 2008, this offer shall be established for residence customers who call to disconnect one or more access lines, then decide to retain up to two lines. If customers call to disconnect one line, they will receive a \$5.00 monthly discount on their account. If customers call to disconnect two lines, they will receive a total \$10.00 monthly discount on their account. Customers must already subscribe to or newly purchase both Caller ID and one prescribed additional feature on at least one line and both features must be on the same line. Customers may only receive this offer once per account. Customers must keep the required services for 30 days to receive the benefit of this offer.

The prescribed additional feature with monthly billing must be selected from the following list: Call Waiting, Call Waiting ID, Call Forwarding, Three-Way Calling, Speed Calling 8, Call Return, Auto Redial, Call Blocker or Priority Call. Applicable nonrecurring feature installation charges will be waived if one or both features are newly purchased. This offer is not available to subscribers of Complete Choice Basic or Complete Choice Enhanced. (C)

Customers' bills will be credited each month that the line(s) and required features are retained on the account. As of March 10, 2009 new eligible customers will be credited for a maximum of 24 months. If customers disconnect an applicable line or required feature under this offer before the next bill period date in which a credit is due, any further discounts available under this offer will cease. If customers move from their current location, any further discounts available under this offer will cease.

This offer cannot be combined with any other access line retention offer that provides a monthly recurring discount. AT&T employees are not eligible for this offer.

/1/ This Residence Access Line Retention Offer is obsolete for residence customers, except for existing installations at existing locations for existing residence customers for the remainder of their term who subscribed to the plan prior to November 1, 2010.

(D)
(D)

Residence Access Line Retention Offer^{/1/}

Beginning October 1, 2011, this offer shall be established for residence customers who call to disconnect their access line(s), then decide to retain the line(s). These eligible residence customers will receive a \$5.00 bill credit per month, per line for up to two access lines, for a maximum of 12 months.

- Eligible customers may only receive one instance of this offer.
- This offer may not be combined with other Company residence retention offers that provide a monthly discount.
- Customers must keep the required services for 30 days to receive the benefit of this offer.
- Customer bill will be credited \$5.00 each month per line that the access line(s) is retained.
- If the customer disconnects the line(s) or moves from their current location, the remaining benefits will cease.
- Customers subscribing to Complete Choice Enhanced or Complete Choice Basic must have the access line in service for a minimum of 60 days before the customer becomes eligible for this offer.

/1/ The Residence Access Line Retention Offer is obsolete for residence customers, except for existing installations at existing locations for existing residence customers who subscribed to the offer prior to July 2, 2012.

EXCHANGE ACCESS SERVICE (N)

A. Exchange Rates (N)

- 1. Reserved for Future Use (N)
- 2. Other Local Exchange Discounts /1/

a. Welcoming Rewards Win/Winback Offer

Beginning November 1, 2010 this offer shall be established for eligible business customers subscribing to new access lines, trunks or Plexar-I Service. These eligible customers will receive a one-time credit based on the number of new lines ordered. The first line will receive a credit of \$50.00. Lines 2 through 20 will receive a credit of \$25.00 per line. Lines must be at the same location and only the first 20 lines will qualify. In addition, waivers will be provided for the normally applicable nonrecurring charges (NRCs) associated with the installation of local exchange access lines, trunks, Plexar, Custom Calling Services and Hunting, for up to 20 lines maximum per location, for the initial order only. The one time credit(s) will be provided within in the first two bill cycles.

Eligible customers include those businesses that are currently with another carrier and are establishing service with the Company. Eligible customers must subscribe to new business local exchange access lines or trunks or Plexar-I and select one of the specified term plan offers (see details below). Customers must also commit to an oral 1-year Welcoming Rewards Promotional Agreement in order to receive the benefits.

Eligible customers must subscribe separately to one of the following term plan offers in order to receive the Welcoming Rewards benefits: AT&T Business Local Calling, Business Access Line Term Volume Discount (BALTV D), or Plexar-I (with a minimum of 2 basic or electronic key lines for a 3, 5, or 7 year term). All terms and conditions applicable to AT&T Business Local Calling, BALTV D, or Plexar-I, as appropriate, will apply. The commitment to one of the specified term plans is in addition to the oral 1- year Welcoming Rewards Promotional Agreement commitment.

This offer is only applicable at the time of placing the initial order and is not available for subsequent orders placed for additional lines or services.

The bill credits are discounts. If a customer disconnects their account prior to the expiration of the oral 1 year Welcoming Rewards Promotional Agreement, the customer will be liable for early termination fees equal to the bill credit discount already given. This charge is in addition to other charges that may be associated with a subscription to a qualifying plan.

This offer can only be combined with the AT&T Business Local Calling Trio Rewards special offering or a Plexar NRC Waiver, if applicable.

/1/

/1/ Material previously appeared in Part 4, Section 2. (N)