PROMOTIONAL OFFERINGS (cont'd)

Business Local Calling Option A and Option B Bundle Promotion

Eligible business customers with 1-19 lines will receive a discounted per line effective rate for AT&T Business Local Calling Option A and Option B package charges. Eligible customers are those business customers who are subscribed to AT&T Business Local Calling Option A or Option B when it is part of a bundle, where bundle components are available./1/

These eligible customers who subscribe to a 12-month Term Plan for AT&T Business Local Calling Option A or Option B as part of a bundle will receive a $5 per line discount for AT&T Business Local Calling Option A or Option B package charges.

With the exception of the AT&T Business Local Calling Additional Line offer, this offer may not be combined with other AT&T Business Local Calling Term Plan discounts.

This offer is only allowed on single location accounts.

Billed to Number (BTN) arrangements are not allowed.

When the customer's bundle subscription expires these benefits will no longer apply.

All other terms and conditions associated with AT&T Business Local Calling,as appropriate, will apply.

/1/ The bundle combines the AT&T Business Local Calling Option A and Option B, provided by the Company with services offered by affiliates of these Companies (Long Distance, non-regulated Internet services and /or Mobility) in a bundled offering.

AT&T BUSINESS LOCAL CALLING (BLC)

A. Description

AT&T Business Local Calling (BLC) is an optional business package offer that provides (4) line option packages which include varying combinations of a network access line, choice of local usage plans, select vertical features, and hunting (optional). Additional vertical feature options are also available.

B. Terms and Conditions

1. AT&T Business Local Calling is available to business customers who agree to a 12-Month, 24-Month, or 36-Month term and who commit to the line option packages and prices as shown in G. PRICES following. Effective May 2, 2011 customers may also subscribe to AT&T Business Local Calling on a Month-to-Month basis at prices as shown in G. Prices following. Effective July 1, 2013, eligible customers may also subscribe to a 6-Month term as defined in B.21 following. /1/

2. AT&T Business Local Calling is not available on FX Service, Remote Switching Service, WATS access lines, PBX Trunks, Centrex, ISDN, Hotel/Motel Service, 800 Service, or Semi-Public Coin services.

3. AT&T Business Local Calling is only available where facilities and equipment are available.

4. All lines in an AT&T Business Local Calling account must be subscribed to a line option package as listed in *G. PRICES* following. Multiple options per account are permissible.

5. Lines subscribed to AT&T Business Local Calling cannot be subscribed to any other optional local calling plans.

6. An AT&T Business Local Calling plan is not transferable to, nor may it be assumed by, a customer or customers other than the customer of record.

7. Volume Price Level rates as listed in *G. PRICES* will apply for the life of the term plan based on the number of lines subscribed to on the initial order.

8. AT&T Business Local Calling line option packages contain certain core components as well as a variety of optional components. Optional components are included in the AT&T Business Local Calling line option prices and are activated at the customer's discretion. There is no reduction in price for any optional feature not activated. Optional features selected for activation by the customer are provided on a per line basis. Core components are not optional and cannot be removed from the package.

9. Certain stand alone vertical features not designated as either core or optional components in any line option package may be added on an a la carte basis at the rate listed in *G. Prices* following. These stand alone vertical features are limited to Three-Way Calling, Call Forwarding, Call Waiting, Speed Calling 30, Repeat Dialing, Automatic Callback, and Call Screening. Other stand alone features may be added on an a la carte basis at their individual standard rates.

/1/ Effective September 1, 2014, customers with 1-19 lines may not establish new term plans greater than 1-year for Business Local Calling, and existing term plans for customers with 1-19 lines may not be renewed or extended for a term greater than 1 year. (N) | (N)

AT&T BUSINESS LOCAL CALLING (cont'd)

B. Terms and Conditions (cont'd)

10. A customer may subscribe to multiple agreements for AT&T Business Local Calling at the same time, but a telephone number may only be included under one agreement.

11. There is no nonrecurring service charge or set-up charge to establish an AT&T Business Local Calling account.

12. Customers will receive a waiver of normally applicable Service Ordering and Line Connection nonrecurring charges (NRCs) associated with the establishment of all local exchange access lines that are subscribed to AT&T Business Local Calling, as well as a waiver of NRCs, if applicable, associated with vertical features ordered at the time of initial subscription to AT&T Business Local Calling. Service charges associated with changing to/from hunting service, if applicable, will also be waived for AT&T Business Local Calling customers. Standard NRCs will apply to stand alone features added to an existing AT&T Business Local Calling account when such features are added subsequent to the initial subscription. This waiver of NRCs is not applicable for customers subscribing to a Month-to-Month plan nor to the 6-Month term with option to re-subscribe.

13. The 12-month term is also available as a 12-month oral agreement with option to re-subscribe. /2/
If the customer selects the 12-month oral agreement with option to re-subscribe, 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 re-subscription 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. Customers will be provided the rates established in the first 12-month term for both successive 12-month terms. /2/

14. Applicable local, state, and federal charges, taxes, 911 fees, and the End User Common Line charge are in addition to the line option prices listed in *G. PRICES* following.

15. If a customer does not commit to a new term plan or an alternate plan by the last date of the existing term plan, the customer's existing AT&T Business Local Calling plan, discounts and rates will terminate and the customer's services will be billed at the Month-to-Month rates as shown in *G. PRICES* following./1/

16. Lines subscribed to an AT&T Business Local Calling account cannot be placed on Temporary Suspension.

/1/ Effective 5/02/2011, AT&T Business Local Calling will be available on a Month-to-Month basis without having previously subscribed to a term plan. Month-to-Month prices will be subject to Company-initiated price adjustments.

/2/ Effective September 1, 2014, the 12-month agreement with option to re-subscribe is not available for new Business Local Calling agreements. Existing customers may continue with existing term offers until those term offers expire. (N) (N)

AT&T BUSINESS LOCAL CALLING (cont'd)

C. Line Option Packages (cont'd)

"Unlimited B" (Option B) – Core Components: network access line, unlimited local usage, Caller ID and Caller ID With Name. Optional Components: Alternate Answering, Busy Line Transfer, Message Waiting Indication, and Hunting.

"Block Of Time 150" (Option C) – Core Components: network access line, local usage 150 minute Block of Time (BOT), Caller ID and Caller ID With Name. Optional Components: Alternate Answering, Busy Line Transfer, Message Waiting Indication, and Hunting. Local minutes of use in excess of the 150 minute allowance are charged at the rate listed in *G. PRICES* following. Minutes used will be rounded up to the next whole minute per call. /2/

"Measured" (Option D)/1/ – Core Components: network access line, local usage measured on a per minute of use basis, Caller ID and Caller ID With Name. Optional Components: Alternate Answering, Busy Line Transfer, Message Waiting Indication, and Hunting. Local usage minute of use rate charged is as listed in *G. PRICES* following. /2/

D. Termination Liability and Shortfall

1. Except as provided for elsewhere in this product Guidebook, customers who terminate their entire AT&T Business Local Calling account prior to completion of the selected term period are subject to termination charges. Termination charges are equal to $9.50 per line times the number of months remaining on the term commitment times the number of lines subscribed to on the initial order.

2. Termination charges are not applicable if, during the term period:

a. the customer converts to another Company access and local usage plan with a term equal to or greater than the time remaining on the AT&T Business Local Calling term plan. For 20+ line agreements established on or after October 26, 2012 the customer must also establish a new line commitment at least as great as in their initial subscription in order to qualify, or

b. the customer converts to an upgraded technology with the Company (i.e. network access lines to PBX Trunks, Centrex, ISDN Prime) and commits to a term equal to or greater than the time remaining on the AT&T Business Local Calling term plan. It is at the Company's sole determination whether a product change satisfies the requirements for waiver of the termination liability under this clause; or

c. the customer chooses to terminate their agreement and to negotiate a new AT&T Business Local Calling agreement with a term period greater than the time remaining on the existing AT&T Business Local Calling agreement. The new service agreement will be based on the term plan rates in effect at the time of establishing the new agreement. For 20+ line agreements established on or after October 26, 2012 the customer must also establish a new line commitment at least as great as in their initial subscription in order to qualify.

/3/

/1/ Lines newly subscribed to this Option on or after June 1, 2010 will receive the first 30 local usage minutes of use per month with no local usage per minute of use charge.

/2/ Effective September 1, 2014, "Block of Time 150" (Option C) and "Measured" (Option D) are not available for new Business Local Calling installations, and existing Option C and D agreements may not be renewed. Existing Option C and D customers may continue with these options on existing lines. Existing customers that reach the end of their current term may select from available term offers or choose month-to-month rates. (N)

/3/ Material now appears on Sheet 9. (N)

AT&T BUSINESS LOCAL CALLING (cont'd)

D. Termination Liability and Shortfall (cont'd)

3. For customers who initially subscribe to 20+ lines: in any month during the term of an AT&T Business Local Calling agreement if the customer's total number of subscribed lines falls below 80% of the number of lines subscribed to on the original agreement, then a shortfall adjustment charge will be applicable and will appear on the customer's bill for each of those months. This shortfall adjustment charge is equal to $10.00 times the number of lines below the 80% requirement. /1/ | /1/

E. Business Downturn

1. For purposes of this product offer, the term *Business Downturn* is hereby defined to mean an unplanned, measurable change in business conditions affecting the customer's business that is outside of the customer's control and that materially and negatively affects the customer's need for the level of Company services originally committed to hereunder. The customer specifically acknowledges that the transfer or substitution of these services to another provider during the term hereof does not qualify as Business Downturn. This provision may be invoked by the customer no earlier than after the end of the first year for a two or three year agreement. To invoke this provision, the customer must provide in writing to the Company the facts which support its request for Business Downturn consideration, and the Company will solely determine whether the customer's business conditions satisfy the definition of Business Downturn.

2. Upon the Company's determination that a *Business Downturn* has occurred, the customer and the Company shall then negotiate in good faith an appropriate and commercially reasonable change to the customer's commitments hereunder. Examples of appropriate and commercially reasonable changes include (but are not limited to) a modification to the term or number of lines committed under the agreement. The Parties shall continue performance under this agreement while they are in negotiations. If no agreement can be reached regarding a change to the customer's commitments, then the rates, terms and conditions of this agreement shall remain in effect for its term. The customer may invoke this provision only once during the term of this agreement.

F. References

The AT&T Business Local Calling plan components are provided in accordance with the Terms and Conditions of their applicable Guidebook sections except as noted in Sections B. and G.

Subject	Reference
Business Network Access Lines	Part 4, Section 2
Business Local Usage	Part 4, Section 2
Custom Calling Features	Part 7, Section 1
Advanced Custom Calling Features	Part 7, Section 2
Complementary Network Services	Part 7, Section 3

/1/ Material formerly appeared on Sheet 8. (N)