

AT&T BUSINESS LOCAL CALLING (cont'd)

D. Termination Liability and Shortfall (cont'd)

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- d. An AT&T ILEC Service provided under a Business Local Calling Agreement is migrated to a qualifying AT&T Business Voice over IP (BVoIP) Service or to a qualifying AT&T Mobility Service (referred to collectively as the "Replacement Service"), then the Early Termination Charge associated with the Terminated ILEC Service will be waived provided:
- 1) the Terminated ILEC Service has been installed at the Customer site for no fewer than 3 months;
 - 2) the term of the Replacement Service agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
 - 3) the Replacement Service is installed or available at the same Customer sites as the Terminated ILEC Service;
 - 4) the Replacement Service is contracted for in the same relative quantity(ies) as those Terminated ILEC Services being displaced, and
 - 5) activation of the Replacement Service at the Customer sites or for Customer use such Customer Sites occurs within 90 days of termination of the ILEC Service at that site.

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

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.

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.

/1/ Material now appears on Sheet 10.

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AT&T BUSINESS LOCAL CALLING (cont'd)

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.

<u>Subject</u>	<u>Reference</u>
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

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G. Prices

1. Service Elements

Term & Volume Monthly Prices

For Accounts Established Between 5/02/11 and 8/31/14

Volume Price Level	Line Option	6- Month ^{/1/}	1 Year	2 Year ^{/2/}	3 Year ^{/2/}
1 – 19 ^{/2/}	Option A	\$ 35.00	\$ 35.00	\$34.00	\$33.00
	Option B	30.00	30.00	29.00	28.00
	Option C ^{/3/}	29.00	29.00	28.00	27.00
	Option D ^{/3/}	26.00	26.00	25.00	24.00
20+	Option A	34.00	34.00	33.00	32.00
	Option B	29.00	29.00	28.00	27.00
	Option C ^{/3/}	28.00	28.00	27.00	26.00
	Option D ^{/3/}	25.00	25.00	24.00	23.00

For Accounts Established On or After 9/01/14

Volume Price Level	Line Option	6- Month ^{/1/}	1 Year	2 Year ^{/2/}	3 Year ^{/2/}
1 – 19 ^{/2/}	Option A	\$ 35.00	\$ 40.00(l)	-	-
	Option B	30.00	35.00(l)	-	-
20+	Option A	34.00	34.00	33.00	32.00
	Option B	29.00	29.00	28.00	27.00

/1/ Effective July 1, 2013, a 6-Month term is available to eligible customers.

/2/ 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.

/3/ 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.

/4/ Material previously appeared on Sheet 9.

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COMPLETELINK[®] 2.0 (cont'd)

E. TERMINATION CHARGES and CREDIT ALLOWANCES (cont'd)

1. Early Termination Charges (cont'd)

- B. If a customer received accelerated discounts and terminates their CompleteLink[®] 2.0 agreement prior to expiration of their term, in addition to the early termination charges in E.1.A. above, an early termination charge will apply equal to 50% of the accelerated discount received in C.13. above, prorated by the number of remaining months in the contract.

EXAMPLE 1: A customer signed a \$12,000 MARC agreement with a three year term commitment and received an accelerated discount of \$2,400 upfront. If the customer terminates the CompleteLink[®] 2.0 agreement after 12 months the customer will be liable for remitting to the Company \$800 of the accelerated discount received, calculated as follows: $(\$2,400/36 \text{ total months}) \times 24 \text{ months remaining} = \$1,600 \times 50\% = \$800$.

EXAMPLE 2: If the customer terminates the CompleteLink[®] 2.0 agreement after month 18 the customer will be liable for remitting to the Company \$900 of the accelerated discount received, calculated as follows: $[\$2,400 \text{ upfront} + \$1,200 \text{ (10\% of the \$12,000 MARC/3 year term for their 1 year accelerated discount)} = \$3,600]/36 \text{ total months} \times 18 \text{ months remaining} = \$1,800 \times 50\% = \$900$

- C. Termination liability charges are not applicable if during the CompleteLink[®] 2.0 term period the customer converts to another Company Access or usage plan with a term equal to or greater than the remaining CompleteLink[®] 2.0 plan, and a revenue commitment equal to or greater than the CompleteLink[®] 2.0 MARC.

If during the Term, an AT&T ILEC Service provided under a CompleteLink[®] Agreement is migrated to a qualifying AT&T Business Voice over IP (BVoIP) Service or to a qualifying AT&T Mobility Service (referred to collectively as the "Replacement Service"), then the Early Termination Charge associated with the Terminated ILEC Service will be waived provided:

- 1) the Terminated ILEC Service has been installed at the Customer site for no fewer than 3 months;
- 2) the term of the Replacement Service agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
- 3) the Replacement Service is installed or available at the same Customer sites as the Terminated ILEC Service;
- 4) the Replacement Service is contracted for in the same relative quantity(ies) as those Terminated ILEC Services being displaced, and
- 5) activation of the Replacement Service at the Customer sites or for Customer use such Customer Sites occurs within 90 days of termination of the ILEC Service at that site.

In conjunction with a migration to a qualifying AT&T BVoIP or a qualifying AT&T Mobility Service as described above, customers may qualify for MARC Downgrade Allowance for Technology Upgrade as described in paragraph E.3, herein. In such cases, the following replacement services will be allowed, in addition to those listed in the applicable table under paragraph E.3:

<u>A</u>		<u>B</u>
Analog Trunks	to	BVoIP or Mobility
Measured or Flat Business Lines	to	BVoIP or Mobility

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/1/ Material now appears on Sheet 30.

COMPLETELINK® 2.0 (cont'd)

E. TERMINATION CHARGES and CREDIT ALLOWANCES (cont'd)

1. Early Termination Charges (cont'd)

C. (cont'd)

Additionally, for purposes of determining the lower MARC, the MARC on the new agreement will be reduced in direct proportion to the reduction in revenue associated with the migrated AT&T ILEC Services being provided to Customer under the qualifying AT&T BVoIP Service or AT&T Mobility Service contract.

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

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D. Termination liability charges applicable for CompleteLink® 2.0 agreements will be offset by termination charges, if applicable, from other allowed agreements for any CompleteLink® 2.0 eligible service as a result of the same customer termination activity. Termination charges resulting from the charge-back of accelerated discounts received will not be offset by termination charges as a result of other allowed agreements for CompleteLink® 2.0 eligible services.

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E. Customers who have terminated a CompleteLink® or a CompleteLink® 2.0 agreement for the purpose of establishing service with another carrier and who now return to the Company and sign a new CompleteLink® 2.0 agreement will receive a one-time waiver or refund of termination charges associated with early termination of their former CompleteLink® or CompleteLink® 2.0 agreement. The new term period and MARC must be greater than or equal to that of the terminated plan. Customers must not have had service disconnected for nonpayment, not have any past due bills for regulated service owed to the Company, and the "Bill Name" must be the same as on the prior Company account in order to qualify.

2. Service Guarantee

Within 90 days of subscribing to a CompleteLink® 2.0 agreement, customers may cancel this service without incurring the termination liability charges specified in this Guidebook. Any accelerated discounts received by the customer will be charged back to the customer. This preclusion of the termination liability does not apply to customers who terminate or convert from another Company toll, access and/or usage commitment product for the purpose of subscribing to CompleteLink® 2.0.

3. MARC Downgrade Allowance for Technology Upgrade

Termination liability charges will not apply if during the term of the CompleteLink® 2.0 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® 2.0 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® 2.0 agreement without termination liability provided:

/1/ Material formerly appeared on Sheet 29.