AT&T MICHIGAN GUIDEBOOK

PART 17 - ISDN Services SECTION 2 - ISDN Primary Rate Interface (PRI) 9th Revised Sheet 14

1. ISDN PRIME SERVICE (cont'd)

F. PRICES (cont'd)

3. Payment Plans

Month to Month

ISDN Prime is offered on a Month-to-Month basis. The provision of ISDN Prime Service on a Month-to-Month basis is dependent on the availability and capacity of Central Office facilities. Month-to-Month prices will be subject to Company-initiated price adjustments.

• Term Payment Plans 1,2/

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ISDN Prime is offered under the Term Payment Plan (TPP).

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Customers may elect to subscribe to ISDN Prime service for an extended period under a Term Payment Plan (TPP) option which allows the customer to select a 12-month payment plan. During the length of the selected TPP, monthly prices for service elements ordered under the plan will automatically change (increase or decrease) as Company-initiated price changes become effective.

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In addition to other regulations of this tariff, the following terms and conditions apply to Term Payment Plans:

Changes

1. With the written permission of the Company, the obligation to pay the TPP charges may be assumed by another customer if the service has not been terminated and if the other customer intends to continue using the service at the present location and actually continues such use. Such assumption of service does not relieve or discharge the original customer from remaining jointly or severally liable with the transferee for any and all obligations existing at the time of the transfer.

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 ^{/1/} Effective September 30, 2024, customers may not establish new term plans greater than 12 months for ISDN Prime Service, and existing term plans greater than 12 months may not be renewed or extended for a term greater than 12 months.
 /2/ Effective September 30, 2024, the Company will renew Primary Rate ISDN Service TPPs only for

^{/2/} Effective September 30, 2024, the Company will renew Primary Rate ISDN Service TPPs only for additional 12-month terms by written amendment. If 12-month term amendment is not signed upon expiration of the term, month-to-month Volume Price Level Rates listed in the applicable Guidebook will apply.

- 1. ISDN PRIME SERVICE (cont'd)
- F. PRICES (cont'd)
- 3. Payment Plans (cont'd)
 - Term Payment Plans (cont'd)

Changes (cont'd)

2. Customers may change from a Month-to-Month payment plan to a TPP. No credit for months under the previous TPP or under the Month-to-Month plan may be transferred to the new TPP. The customer incurs no liability for the remaining months on the current TPP, since the change is not considered a termination of service. Upon conversion from Month-to-Month Payment Plan to TPP, the prices applicable for the new term TPP are those currently in effect for new customers.

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Moves

- 1. Change in the physical location ("Move") of ISDN Prime service and the associated 1.544 Mbps Local Distribution Channel (see paragraph 1.A), which requires simultaneous service operation at both the current location ("Replaced Service") and the new location ("New Service") for a finite period of time ("Overlapping Service") or which are accomplished through a coordinated disconnection of the Replaced Service and simultaneous connection of the New Service ("Flash Cut"), whether within the same serving central office or to a different serving central office, will not incur Termination Charges as a result of the Move, subject to the following conditions:
 - a. The customer retains the current contract term or converts to a new contract term having an expiration date which is beyond that of the current contract.
 - b. Nonrecurring Charges for the ISDN Prime, the associated 1.544 Mbps Local Distribution Channel and all other associated Service Elements apply. The customer will experience some down time on the ISDN Prime service during the physical Move of the transport element.
 - c. A service order must be placed for the New Service. If the customer retains the current contract, the Monthly Payment for the New Service will be equal to the Monthly Payment of the Replaced Service. If the customer converts to a new contract (see a.), Monthly Payment for the ISDN Prime, the associated 1.544 Mbps Local Distribution Channel and all associated Service Elements.
 - d. The New Service location must be anywhere the Company provides ISDN Prime service pursuant to this guidebook.

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- 1. ISDN PRIME SERVICE (cont'd)
- F. PRICES (cont'd)
- 3. Payment Plans (cont'd)
 - <u>Term Payment Plans (cont'd)</u>

Conversions to and from Unlimited Local Usage option

- Customers may convert existing ISDN Prime service from Business Measured Service
 usage to the Unlimited Local Usage option, however the current ISDN Prime TPP
 contract will be terminated. Termination charges are not applicable when the customer
 converts to a new TPP term having an expiration date which is beyond that of the
 current. Otherwise, termination charges will apply.
- 2. Customers may convert existing ISDN Prime service from the Unlimited Local Usage option to Business Measured Service usage. Customers doing so may elect to retain their curren TPP, or sign a new TPP contract. Customers retaining their current TPP will pay Termination charges on the Unlimited Local Usage rate element only. Termination charges are not applicable when the customer converts to a new TPP term having an expiration date which is beyond that of the current. Otherwise, termination charges will apply.

Options Available upon Term Payment Plan (TPP) Expiration/1,2/

- 1. If the customer has a 12-, 24-, 36- or 60-Month TPP contract, the customer may:
 - a. At any time during the TPP contract term or an existing term extension as provided in this paragraph, extend their TPP contract for an additional 12 months at the current published rates in the Guidebook on the date of extension. Term extensions may include associated DS1 Local Distribution Channels (LDCs). However, term extensions as described herein are not available for 1.544 Mbps LDCs which are provided as part of a higher-level facility (as described in 1.A.). 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 TPP contract and extend it by an additional 12 months are not entitled to the rates allowed under a 48-month TPP). An extension will begin on the expiration date of the existing TPP term or term extension. The customer will be required to sign an addendum to their TPP contract for each term extension.

Terms outlined in Paragraph F.3., disallowing any price change to cause the monthly price for contractual service elements to exceed the price that was in effect at the beginning of the selected TPP term, do not apply to TPP Monthly Extension rates. The Company reserves the right to change TPP 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-month TPP contract extension rates.

During TPP extension period(s), the customer may terminate the service, or any service components, at any service location on thirty (30) days' notice without incurring Termination Charges.

- /1/ Effective September 30, 2024, customers may not establish new term plans greater than 12 months for ISDN Prime Service, and existing term plans greater than 12 months may not be renewed or extended for a term greater than 12 months.
- /2/ Effective September 30, 2024, the Company will renew Primary Rate ISDN Service TPPs only for additional 12-month terms by written amendment. If 12-month term amendment is not signed upon expiration of the term, month-to-month Volume Price Level Rates listed in the applicable Guidebook will apply.

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ISDN PRIME SERVICE (cont'd)

- F. PRICES (cont'd)
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 - Term Payment Plans (cont'd)
 - 1. (cont'd)
 - b. Upon expiration of the TPP, enter into a new written TPP at the current published rate in the Guidebook on the date of extension, subject to the Company's right to modify rates upon notice.
 - c. Upon expiration of the TPP, if the customer has not entered into a new TPP contract or term extension:
 - For customer contracts expiring prior to November 1, 2017, continue service at the Month-to-Month price then currently in effect for the Month-to-Month Payment Plan, subject to the Company's right to increase rates upon notice, or
 - For customer contracts expiring on or after November 1, 2017, continue service at the Monthly Extension rates in effect at the time the TPP expires, subject to the Company's right to modify Monthly Extension rates upon notice. Subsequently, customers under the Monthly Extension rates may convert their existing service to a 12-month TPP at the then currently published rates in the Guidebook. The customer will not be assessed any associated nonrecurring charges as long as the physical serving arrangement does not change.

Monthly Extension rates are equal to one hundred fifty percent (150%) of the customer's expiring contractual rate, subject to the Company's right to increase Monthly Extension rates at any time pursuant to the notice to the Customer in advance of any rate increase.

- d. Discontinue service.
- 2. There are no nonrecurring charges associated with renewing a TPP.

4. Termination Charges

In the event of termination of the service provided under the Term Payment Plan (TPP) during the TPP term, the customer will remain liable for payment of a percentage of the monthly TPP charges for the remainder of the term as indicated below, which shall upon any such termination immediately become due and payable in its entirety. Customers requesting termination of service prior to the expiration date of the TPP term will be liable for a termination charge. The termination charge for all TPP terms will be, in addition to any unpaid Special Construction or Nonrecurring Charges (excluding waived charges), equal to fifty percent (50%) of all recurring charges for the remaining months of the customer's TPP term.

If Customer migrates an ISDN Prime service or service component, including DS1 used as transport for AT&T ILEC ISDN Prime service (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
- b. the replacement AT&T BVoIP Service is installed or available at the same Customer site as the Terminated ILEC Service.

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

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