

TARIFF DISTRIBUTION

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PURPOSE: Introduce termination liability waiver language allowing customers to migrate from Primary Rate ISDN (PRI) to BVoIP without penalty under certain conditions

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A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

A42.3 Primary Rate ISDN (Cont'd)

A42.3.1 General (Cont'd)

P. (Cont'd)

4. Calls may be overflowed from an ERS Dedicated Route Arrangement to an ERS Final Route Arrangement by utilizing the Overflow Feature for ERS Dedicated Route Arrangements. When all facilities are busy on the Customer's Dedicated Arrangement from a particular target local calling area, the Overflow Feature allows additional calls to be switched over intraLATA toll message trunk groups to the customer's local serving central office, where they terminate on ERS Final Route Primary Rate Interfaces and B-Channels, via an ERS FTN. A Primary Rate ISDN Access Line or other Company provided transport facility is required for connection to the customer's local serving central office.
5. ERS is jointly provided with other telephone companies only where technically feasible and where mutually agreed upon by the telephone companies involved.

- Q. Calling Name/Number Delivery provides the user who is receiving a call with information about the calling party. Calling names/numbers will be delivered within the Common Channel Signaling System 7 serving area unless delivery is blocked by the customer's equipment.

A42.3.2 Terms and Conditions

- A. Primary Rate ISDN is available on a month-to-month basis or under variable rate periods, with rates based on lengths of twelve to twenty-three months, twenty-four to forty-eight¹ months or forty-nine¹ to seventy-two¹ months under conditions specified in the Channel Services Payment Plan (CSPP) in B2.4 of the Private Line Guidebook and as stated following:

1. A volume discount schedule is available to customers under month to month or contract rates as described in A42.3.4.E. A rate discount for Primary Rate ISDN Interfaces is calculated based upon the quantity of Primary Rate ISDN Interfaces on a billing account. In addition, a discount for Primary Rate ISDN B-Channels is calculated based upon the number of Primary Rate ISDN B-Channels on a billing account.
2. A Termination Charge is applicable, except as provided in 3. following, if service is terminated prior to expiration of the contract. The applicable charge is equal to fifty percent (50%) of the monthly charges times the number of months remaining in the contract.
3. A Termination Liability Charge shall not apply for the termination of B-Channels.
4. During the last ninety (90) days of a CSPP contract or an existing term extension as provided in this paragraph, in addition to the Renewal Options stated in B2.4.9.A.7., customers may extend their CSPP contract with the same rates, terms and conditions for up to two additional 6-month term extensions and two additional 12-month term extensions, in any combination. Term extensions may include associated transport rate elements as provided in A42.3.4. However, term extensions are not available for other Company provided transport facilities services being utilized to provide Primary Rate ISDN, as described in A42.3.1.E. The availability of this term extension option at any time is subject to the Company's right to discontinue or to otherwise change this option. Customers who exercise the term extension are not entitled to a different rate based on the overall term as extended (e.g., customers who initially have a 36-month CSPP and extend it by an additional 24 months are not entitled to the rates allowed under a 60-month CSPP). An extension will begin on the expiration date of the existing CSPP or term extension. The customer will be required to sign an addendum to their CSPP contract for each term extension.

During the 6-month term contract extension period(s), the customer may terminate the service, or any service components, at any service location on thirty (30) days' notice without incurring a Termination Liability Charge.

Requests to terminate a 12-month term extension prior to the end of the term shall generate a Termination Liability Charge. Termination Liability Charges shall be calculated for each 12-month extension, as a separate service term agreement, as illustrated in 2. and 3, preceding.

5. If Customer migrates a Primary Rate ISDN service or service component (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Termination Liability Charge associated with the Terminated ILEC Service if: (N)
 - a. the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months, and (N)
 - b. the term for the replacement AT&T BVoIP Service agreement is equal to or greater than the remaining term for the Terminated ILEC Service, and (N)
 - c. the replacement AT&T BVoIP Service is installed or available at the same Customer sites as the Terminated ILEC Service. (N)

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

(M)

Note 1: Effective October 1, 2013, customers may not establish new term plans greater than 36 months for Primary Rate ISDN, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.

A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

A42.3 Primary Rate ISDN (Cont'd)

A42.3.2 Regulations (Cont'd)

- B. Nonrecurring charges associated with the Primary Rate ISDN Access Line or Interoffice Channel facilities will not be applicable when upgrading from an existing MegaLink service to Primary Rate ISDN. A Service Change Charge as specified in A42.3.4.G. will be applicable for the MegaLink service upgrade in addition to nonrecurring charges for other Primary Rate ISDN rate elements ordered. (M)
- C. No nonrecurring charges will be applicable when converting MegaLink ISDN service to Primary Rate ISDN or for converting from one Primary Rate ISDN option to another, e.g. Voice/Data to Inward Data or Inward Data to Inward Data Extended Reach Service (ERS). The term "conversion" means that the Primary Rate Interface(s) remain in place in the same central office. If the Primary Rate Interface(s) are moved in connection with ERS, the change is considered a rearrangement and terms and conditions stated in D. following are applicable. No termination charges are applicable for conversions when:
 - 1. The contract selected for the new Primary Rate ISDN arrangement is coterminous with the previous contract or is for a 24 month period, whichever is longer, and,
 - 2. The service orders to disconnect the previous arrangement and to install the new Primary Rate ISDN arrangement are related together and received by the Company at the same time with no lapse in billing of service.
- D. Rearrangement charges stated in A42.3.4.G. are applicable for moves of Primary Rate Interfaces from one central office to another in connection with the initial installation of Inward Data ERS or for subsequent moves of Primary Rate Interfaces from one central office to another for ERS Final or Dedicated arrangements. Termination Liability charges are not applicable if the number of Primary Rate Interfaces is not reduced.
- E. Upgrades, from a MegaLink service and/or a MegaLink channel service contract arrangement, are permitted with no Termination Liability when:
 - 1. A new contract is selected for the Primary Rate ISDN equal to or greater in length than the arrangement being terminated, and
 - 2. The service orders to disconnect the MegaLink channel service arrangement and to install the Primary Rate ISDN are related together and received by the Company at the same time with no lapse in billing of service.
- F. Conversions from an existing MegaLink ISDN channel service contract arrangement to a Primary Rate ISDN contract or conversions from one Primary Rate ISDN option to another, e.g., Voice/Data to Inward Data, are permitted with no Termination charges applicable when:
 - 1. The contract selected for the new Primary Rate ISDN arrangement is coterminous with the previous contract or is for a 24 month period, whichever is longer, and,
 - 2. the service orders to disconnect the previous arrangement and to install the new Primary Rate ISDN arrangement are related together and received by the Company at the same time with no lapse in billing of service.
- G. The minimum subscription period for which month-to-month Primary Rate ISDN is furnished and for which charges are applicable is one month.
- H. Unless otherwise specified, the regulations for Primary Rate ISDN stated herein apply in addition to the regulations set forth in Section A2.
- I. Customer Premises Equipment (CPE) that is compatible with the Primary Rate ISDN interface is the responsibility of the customer.
- J. The Company shall not be responsible if changes in any of the equipment, operations, or procedures of the Company utilized in the provisioning of Primary Rate ISDN render any facilities provided by the customer obsolete, or require modification or alteration of such equipment or system, or otherwise affect its use or performance. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the customer.
- K. Suspension of service is not allowed.
- L. Regulations for Allowance of Interruptions apply as specified in Section B2. of the Private Line Guidebook.
- M. Service Charges in Section A4. do not apply.
- N. Hunting functionality and Called Number Delivery (Direct Inward Dialing) are inherent to Primary Rate ISDN and charges do not apply
- O. Customized Code Restriction rates and Selective Class of Call Screening rates do not apply.
- P. Foreign Exchange Rates do not apply.
- Q. (DELETED)
- R. Calling telephone numbers transmitted via the Primary Rate ISDN are intended solely for the use of the Primary Rate ISDN subscriber. Resale of this information is prohibited except the caller's telephone numbers may be provided to the subscriber's client for those calls sponsored or provided by that client where the client's identity is disclosed to the caller and the client agrees not to distribute such information to others.