

TARIFF DISTRIBUTION

FILE PACKAGE NO.: 1750

DATE: September 12, 2011

STATE: AIT-FCC

EFFECTIVE DATE: 09/10/2011

TYPE OF DISTRIBUTION: Approved

PURPOSE: PF 204 - DS1 Service Offer

<u>TARIFF SECTION</u>	<u>PAGE NUMBER</u>	<u>PAGE REVISION</u>
2000	1	1583
2000	1.24	0024
2000	1.25	0003
2022	22-1638	0000
2022	22-1639	0000
2022	22-1640	0000
2022	22-1641	0000
20TC	13.8.1	0009

Title pages 1 and 2 and pages 1 to 846 inclusive of this tariff are effective as of the date shown.
Original and revised pages as named below and Supplement No. 339 contain all changes from the original tariff that are in effect on the date hereof.

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
Title 1	4th	7	6th	19.3	8th
Title 2	11th	7.1	3rd	19.4	1st
1	1583rd*	8	15th	20	10th
1.1	347th	8.1	5th	20.1	5th
1.2	312th	9	24th	20.2	4th
1.3	288th	9.1	1st	21	4th
1.4	244th	10	27th	22	1st
1.5	229th	10.1	11th	23	3rd
1.6	201st	10.2	9th	24	1st
1.7	135th	11	4th	25	3rd
1.8	113th	12	10th	25.1	1st
1.9	149th	13	6th	25.2	1st
1.10	49th	13.1	6th	26	3rd
1.11	61st	13.2	10th	27	9th
1.12	34th	13.3	12th	28	11th
1.13	15th	13.4	21st	28.1	5th
1.14	26th	13.5	37th	29	1st
1.15	57th	13.6	39th	30	Original
1.15.1	3rd	13.7	44th	31	Original
1.16	68th	13.8	46th	32	Original
1.17	24th	13.8.1	9th*	33	Original
1.18	33rd	13.9	4th	34	4th
1.19	45th	14	3rd	34.1	1st
1.20	44th	15	16th	35	5th
1.21	45th	15.1	10th	35.1	1st
1.22	47th	15.2	1st	36	8th
1.23	41st	16	12th	36.1	6th
1.24	24th*	16.1	11th	37	13th
1.25	3rd*	16.1.1	Original	37.1	4th
2	6th	16.2	8th	37.2	6th
3	8th	16.3	1st	37.3	5th
3.1	15th	16.4	2nd	37.4	1st
4	17th	16.5	Original	37.5	2nd
4.1	10th	16.6	3rd	38	9th
5	18th	16.7	3rd	38.1	11th
5.1	20th	17	1st	38.2	6th
5.2	5th	18	6th	38.2.1	3rd
6	5th	19	27th	38.3	4th
6.1	5th	19.1	13th	38.4	4th
6.2	6th	19.2	15th		

* New or Revised Page

(This page filed under Transmittal No. 1750)

ACCESS SERVICE
CHECK SHEETS (Cont'd)

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
22-1545	Original	22-1596	1st	23-5	3rd	25-11	Original
22-1546	Original	22-1597	1st	23-6	2nd	25-12	2nd
22-1547	Original	22-1598	1st	23-7	3rd	25-13	2nd
22-1548	Original	22-1599	1st	23-8	3rd	25-14	2nd
22-1549	Original	22-1600	1st	23-9	3rd	25-14.1	Original
22-1550	Original	22-1601	1st	23-10	4th	25-15	1st
22-1551	Original	22-1602	1st	23-11	4th	25-15.1	Original
22-1552	Original	22-1603	1st	23-12	2nd	25-16	1st
22-1553	Original	22-1604	1st	23-13	2nd	25-16.1	Original
22-1554	Original	22-1605	1st	23-14	2nd	25-17	3rd
22-1555	Original	22-1606	1st	23-15	4th	25-17.1	Original
22-1556	Original	22-1607	1st	23-16	3rd	25-17.2	Original
22-1557	Original	22-1608	1st	23-17	5th	25-17.3	Original
22-1558	Original	22-1609	1st	23-18	4th	25-17.4	Original
22-1559	Original	22-1610	1st	23-19	3rd	25-17.5	Original
22-1560	Original	22-1611	1st	24-1	6th	25-17.6	Original
22-1561	Original	22-1612	1st	24-1.1	2nd	25-17.7	Original
22-1562	Original	22-1613	1st	24-2	4th	25-17.8	Original
22-1563	Original	22-1614	1st	24-3	4th	25-17.9	Original
22-1564	Original	22-1615	1st	24-4	6th	25-17.10	Original
22-1565	Original	22-1616	1st	24-5	4th	25-17.11	Original
22-1566	Original	22-1617	1st	24-6	4th	25-17.12	Original
22-1567	Original	22-1618	1st	24-7	4th	25-17.13	Original
22-1568	Original	22-1619	Original	24-8	3rd	25-17.14	Original
22-1569	Original	22-1620	Original	24-9	4th	25-18	1st
22-1570	Original	22-1621	Original	24-10	6th	25-19	2nd
22-1571	Original	22-1622	Original	24-11	4th	25-20	1st
22-1572	Original	22-1623	Original	24-12	6th	25-21	1st
22-1573	Original	22-1624	Original	24-13	4th	25-22	2nd
22-1574	Original	22-1625	Original	24-14	6th	26-1	3rd
22-1575	Original	22-1626	Original	24-14.1	2nd	26-2	3rd
22-1576	Original	22-1627	Original	24-15	8th	26-3	3rd
22-1577	Original	22-1628	Original	24-16	7th	26-4	3rd
22-1578	Original	22-1629	Original	24-17	6th	26-5	3rd
22-1579	Original	22-1630	Original	24-18	2nd	26-6	3rd
22-1580	Original	22-1631	Original	24-19	2nd	26-7	2nd
22-1581	Original	22-1632	Original	24-20	2nd	26-8	2nd
22-1582	Original	22-1633	Original	24-21	4th	26-9	2nd
22-1583	Original	22-1634	Original	24-22	3rd	26-10	2nd
22-1584	Original	22-1635	Original	24-23	3rd	26-11	2nd
22-1585	Original	22-1636	Original	24-23.1	2nd	26-12	2nd
22-1586	Original	22-1637	Original	25-1	4th	26-13	2nd
22-1587	Original	22-1638	Original*	25-2	Original	26-14	2nd
22-1588	1st	22-1639	Original*	25-3	Original	26-15	2nd
22-1589	1st	22-1640	Original*	25-4	Original	26-16	2nd
22-1590	1st	22-1641	Original*	25-5	Original	26-17	2nd
22-1591	1st	23-1	2nd	25-6	Original	26-18	2nd
22-1592	1st	23-2	3rd	25-7	Original	26-19	2nd
22-1593	1st	23-3	5th	25-8	Original	26-20	2nd
22-1594	1st	23-3.1	2nd	25-9	Original	26-21	2nd
22-1595	1st	23-4	3rd	25-10	Original	26-22	2nd

(This page filed under Transmittal No. 1750)

ACCESS SERVICE
CHECK SHEETS (Cont'd)

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
26-23	3rd						
26-24	3rd						
26-25	3rd						
26-26	3rd						
26-27	2nd						
27-1	3rd						
27-2	3rd						
27-3	2nd						
27-4	2nd						
27-5	2nd						
27-6	2nd						
27-6.1	2nd						
27-7	2nd						
27-8	2nd						
27-9	2nd						
27-10	2nd						
27-11	2nd						
27-12	2nd						
27-13	2nd						
27-14	2nd						
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27-20	2nd						
27-21	2nd						
27-22	2nd						
27-23	3rd						
27-24	2nd						
27-25	3rd						
27-26	2nd						
28-1	2nd						
28-2	2nd						
28-3	Original						

(This page filed under Transmittal No. 1750)

	<u>Page</u>	
22. Pricing Flexibility Contract Offerings (Cont'd)	22-1	
22.202 Contract Offer No. 202 – DS1, DS3 Service Offer	22-1619	
22.203 Contract Offer No. 203 – Special Access Wireless DS1 and DS3 Service Offer	22-1631	
22.204 Contract Offer No. 204 – DS1 Service Offer	22-1638	(N)
 23. <u>Multi-service Optical Network (MON) Ring Service</u>	 23-1	
23.1 General Description	23-2	
(A) Basic Service Description	23-2	
(B) Service Provisioning	23-3	
(C) Responsibility of the Telephone Company	23-6	
(D) Responsibility of Customer	23-6	
(E) Service Rearrangements	23-6	
23.2 Route Diversity	23-7	
23.3 Rate Regulations	23-7	
(A) Rate Elements	23-7	
(B) MON Ring Connection Capacity	23-9	
(C) Term Pricing Plan	23-12	
23.4 Rates and Charges	23-14	
(A) Nonrecurring Charges	23-14	
(B) Recurring Charges	23-15	
(C) Ports	23-16	
 24. Optical Ethernet Metropolitan Area Network (OPT-E-MAN SM)	 24-1	
24.1 Service Description	24-1	
24.2 Rates and Charges	24-16	
 25. True IP to PSTN (TIPToP) Service	 25-1	
25.1 Service Description	25-2	
25.2 Rate Regulations	25-15	
25.3 Rates and Charges	25-18	

(This page filed under Transmittal No. 1750)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

(N)

22.204 Contract Offer No. 204 – DS1 Service Offer22.204.1 General Description

This Contract Offer permits Customers that meet the Eligibility Criteria in Section 22.204.3 and otherwise comply with the Terms and Conditions of this Contract Offer to disconnect Subject Services, as defined in Section 22.204.2, and receive waiver of, or discount on, termination liability charges associated with such disconnection.

This Contract Offer is available for subscription from September 10, 2011 through October 10, 2011. This Contract Offer is not renewable.

22.204.2 Subject Services

- (A) This Contract Offer applies to pricing flexibility qualified services (Subject Services) contained in the following tariff section: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Section 7 or 21 – DS1 High Capacity Service.
- (B) Subject Services must be located in the Pricing Flexibility MSAs for which the Telephone Company has been granted pricing flexibility relief, as listed in Ameritech Tariff F.C.C. No. 2, Section 21, and additional MSAs listed in Table A, below. During the Term Period of this Contract Offer, if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 21 or Table A at the time of subscription, the Customer may, at its option, include Subject Services eligible for the discounts under this Contract Offer No. 204.

Table A

MSA	
Fort Wayne	IN
Youngstown-Warren	OH
St. Louis	IL
Davenport/Rock Island/Moline	IL

22.204.3 Eligibility Criteria

The following eligibility criteria must be met to subscribe to Contract Offer No. 204:

- (A) All Subject Services must originate or terminate on a wireless carrier's network.
- (B) During the month prior to the Customer's subscription to this Contract Offer, the Customer must have been purchasing no fewer than nineteen thousand five hundred (19,500) and no more than twenty thousand five hundred (20,500) DS1 special access circuits from the Telephone Company, each of which terminates at a Qualified Cell Site.

(N)

(This page filed under Transmittal No. 1750)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.204 Contract Offer No. 204 – DS1 Service Offer (Cont'd)22.204.4 Terms and Conditions(A) Term Period

The term of this Contract Offer (Term Period) shall be sixty (60) months, beginning on the date the Letter of Subscription (LOS) is signed by the last of the Customer and the Telephone Company (Subscription Date). This Contract Offer is not renewable.

(B) General Terms and Conditions

(1) Subject Services are subject to certain rates, charges and general terms and conditions in other sections of Ameritech Tariff F.C.C. No. 2, (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services), and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. However, such tariff modifications will not change the Terms and Conditions described in this Contract Offer No.204.

(2) All terms and conditions for the Subject Services provided under this Contract Offer are governed by the otherwise applicable tariff sections, except as provided herein.

(3) To subscribe to this Contract Offer, the Customer must provide a signed Letter of Subscription (LOS) to the Telephone Company, which must include a list of eligible Access Customer Name Abbreviations (ACNAs). All Subject Services under this Contract Offer must be provided under such ACNAs. Subject Services ordered or purchased under other ACNAs may not be transferred or converted for inclusion under this Contract Offer.

(C) Waiver of, or discount on, Termination Liability Charges: The Customer will receive waiver of, or discount on, otherwise applicable termination liability charges for Subject Services as provided herein.

(1) To receive a waiver of, or discount on, termination liability charges for Subject Services pursuant to this Contract Offer, the following conditions must be met:

(a) The Subject Service must have been replaced by Ethernet-based service¹ provided to the Customer by the Telephone Company at the same Qualified Cell Site, with Ethernet¹ bandwidth of no less than 5 Mbps per Customer cell site (Replacement Service); and

(b) No lapse in billing may have occurred between the termination of the Subject Service and the installation of the Replacement Service.

¹Ethernet services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, such services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with specifically de-tariffed services are available at www.att.com/guidebook.

(This page filed under Transmittal No. 1750)

(N)

(This page filed under Transmittal No. 1750)

Issued: September 9, 2011

Effective: September 10, 2011

Four AT&T Plaza, Dallas, Texas 75202

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.204 Contract Offer No. 204 – DS1 Service Offer (Cont'd)22.204.4 Terms and Conditions (Cont'd)

(C) (Cont'd)

(2) Waiver or discount of termination charges will apply as follows:

- (a) If the Customer terminates a Subject Service that has been in service, as of the time of termination, for six (6) months or more, no termination liability charges shall apply.
 - (b) If a terminated Subject Service has been in service for less than six (6) months, as of the time of termination, a discounted termination liability charge of eight hundred dollars (\$800) shall apply.
 - (c) Termination liability waivers or discounts under this Contract Offer may be implemented by issuing credits to offset termination charges previously billed.
- (D) Subject Services receiving termination liability waivers or discounts under this Contract Offer shall not receive a similar termination liability waiver or discount under any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement.

22.204.5 Assignment/Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to Ameritech Tariff F.C.C. No. 2, Section 2.1.2, the Telephone Company will acknowledge such transfer or assignment if the criteria in Ameritech Tariff F.C.C. No. 2, Section 2.1.2, are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A), (B) or (C), below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

- (A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than fifty percent (50%) of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission; or

If any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(N)

(This page filed under Transmittal No. 1750)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.204 Contract Offer No. 204 – DS1 Service Offer (Cont'd)22.204.5 Assignment/Transfer (Cont'd)

- (B) The proposed assignee or transferee or its parent does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated:
- (1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or
 - (2) "high risk" in a Paydex score as published by Dun and Bradstreet.
- (C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.204.5 is not available, the Telephone Company shall exercise its reasonable discretion in determining the credit worthiness of the assignee or transferee based on any information available.

22.204.6 Mergers and Acquisitions

All provisions of this Contract Offer shall continue in full force and effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all of its stock or assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company (the foregoing generally referred to herein as a merger or acquisition). Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, and Terms and Conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

(N)

(This page filed under Transmittal No. 1750)