

TARIFF DISTRIBUTION

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DATE: September 12, 2011

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TYPE OF DISTRIBUTION: Approved

PURPOSE: PF 204 - DS1 Service Offer

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2000	1.24	0024
2000	1.25	0003
2022	22-1638	0000
2022	22-1639	0000
2022	22-1640	0000
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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.

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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)

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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.

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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)

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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)

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