

TARIFF DISTRIBUTION

FILE PACKAGE NO.: 1784

DATE: December 24, 2012

STATE: AIT-FCC

EFFECTIVE DATE: 12/22/2012

TYPE OF DISTRIBUTION: Approved

PURPOSE: Price Flex Contract 212 - DS3 Special Access Offer

<u>TARIFF SECTION</u>	<u>PAGE NUMBER</u>	<u>PAGE REVISION</u>
2000	1	1612
2000	1.24	0032
2000	1.25	0012
2022	22-1696	0000
2022	22-1697	0000
2022	22-1698	0000
2022	22-1699	0000
2022	22-1700	0000
20TC	13.8.1	0017

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. 341 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	1612th*	8	15th	20	10th
1.1	355th	8.1	5th	20.1	5th
1.2	320th	9	24th	20.2	4th
1.3	288th	9.1	1st	21	4th
1.4	244th	10	27th	22	1st
1.5	230th	10.1	12th	23	3rd
1.6	203rd	10.2	9th	24	1st
1.7	141st	11	4th	25	3rd
1.8	121st	12	10th	25.1	1st
1.9	153rd	13	6th	25.2	1st
1.10	49th	13.1	6th	26	3rd
1.11	62nd	13.2	10th	27	9th
1.12	35th	13.3	13th	28	11th
1.13	15th	13.4	21st	28.1	5th
1.14	26th	13.5	37th	29	1st
1.15	62nd	13.6	39th	30	Original
1.15.1	5th	13.7	44th	31	Original
1.16	77th	13.8	46th	32	Original
1.17	24th	13.8.1	17th*	33	Original
1.18	33rd	13.9	5th	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	32nd*	16.1	11th	37	13th
1.25	12th*	16.1.1	Original	37.1	4th
2	6th	16.2	8th	37.2	6th
3	9th	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. 1784)

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 Expect as Indicated
22-1545	Original	22-1596	1st	22-1647	Original	22-1699	Original*
22-1546	Original	22-1597	1st	22-1648	Original	22-1700	Original*
22-1547	Original	22-1598	1st	22-1649	Original	23-1	2nd
22-1548	Original	22-1599	1st	22-1650	Original	23-2	3rd
22-1549	Original	22-1600	1st	22-1651	Original	23-3	5th
22-1550	Original	22-1601	1st	22-1652	Original	23-3.1	2nd
22-1551	Original	22-1602	1st	22-1653	Original	23-4	3rd
22-1552	Original	22-1603	1st	22-1654	Original	23-5	3rd
22-1553	Original	22-1604	1st	22-1655	Original	23-6	2nd
22-1554	Original	22-1605	1st	22-1656	Original	23-7	3rd
22-1555	Original	22-1606	1st	22-1657	Original	23-8	3rd
22-1556	Original	22-1607	1st	22-1658	Original	23-9	3rd
22-1557	Original	22-1608	1st	22-1659	Original	23-10	4th
22-1558	Original	22-1609	1st	22-1660	Original	23-11	4th
22-1559	Original	22-1610	1st	22-1661	Original	23-12	2nd
22-1560	Original	22-1611	1st	22-1662	Original	23-13	2nd
22-1561	Original	22-1612	1st	22-1663	Original	23-14	2nd
22-1562	Original	22-1613	1st	22-1664	Original	23-15	4th
22-1563	Original	22-1614	1st	22-1665	Original	23-16	3rd
22-1564	Original	22-1615	1st	22-1666	Original	23-17	5th
22-1565	Original	22-1616	1st	22-1667	Original	23-18	4th
22-1566	Original	22-1617	1st	22-1668	Original	23-19	3rd
22-1567	Original	22-1618	1st	22-1669	Original	24-1	6th
22-1568	Original	22-1619	Original	22-1670	Original	24-1.1	2nd
22-1569	Original	22-1620	Original	22-1671	Original	24-2	4th
22-1570	Original	22-1621	Original	22-1672	Original	24-3	4th
22-1571	Original	22-1622	Original	22-1673	Original	24-4	6th
22-1572	Original	22-1623	Original	22-1674	Original	24-5	4th
22-1573	Original	22-1624	Original	22-1675	Original	24-6	4th
22-1574	Original	22-1625	Original	22-1676	Original	24-7	4th
22-1575	Original	22-1626	Original	22-1677	Original	24-8	3rd
22-1576	Original	22-1627	Original	22-1678	Original	24-9	4th
22-1577	Original	22-1628	Original	22-1679	Original	24-10	6th
22-1578	Original	22-1629	Original	22-1680	Original	24-11	4th
22-1579	Original	22-1630	Original	22-1681	Original	24-12	6th
22-1580	Original	22-1631	Original	22-1682	Original	24-13	4th
22-1581	Original	22-1632	Original	22-1683	Original	24-14	6th
22-1582	Original	22-1633	Original	22-1684	Original	24-14.1	2nd
22-1583	Original	22-1634	Original	22-1685	Original	24-15	8th
22-1584	Original	22-1635	Original	22-1686	Original	24-16	7th
22-1585	Original	22-1636	Original	22-1687	Original	24-17	6th
22-1586	Original	22-1637	Original	22-1688	Original	24-18	2nd
22-1587	Original	22-1638	Original	22-1689	Original	24-19	2nd
22-1588	1st	22-1639	Original	22-1690	Original	24-20	2nd
22-1589	1st	22-1640	Original	22-1691	Original	24-21	4th
22-1590	1st	22-1641	Original	22-1692	Original	24-22	3rd
22-1591	1st	22-1642	Original	22-1693	Original	24-23	3rd
22-1592	1st	22-1643	Original	22-1694	Original	24-23.1	2nd
22-1593	1st	22-1644	Original	22-1696	Original*	25-1	4th
22-1594	1st	22-1645	Original	22-1697	Original*	25-2	Original
22-1595	1st	22-1646	Original	22-1698	Original*	25-3	Original

(This page filed under Transmittal No. 1784)

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
25-4	Original	26-16	2nd				
25-5	Original	26-17	2nd				
25-6	Original	26-18	2nd				
25-7	Original	26-19	2nd				
25-8	Original	26-20	2nd				
25-9	Original	26-21	2nd				
25-10	Original	26-22	2nd				
25-11	Original	26-23	3rd				
25-12	2nd	26-24	3rd				
25-13	2nd	26-25	3rd				
25-14	2nd	26-26	3rd				
25-14.1	Original	26-27	2nd				
25-15	1st	27-1	3rd				
25-15.1	Original	27-2	3rd				
25-16	1st	27-3	2nd				
25-16.1	Original	27-4	2nd				
25-17	3rd	27-5	2nd				
25-17.1	Original	27-6	2nd				
25-17.2	Original	27-6.1	2nd				
25-17.3	Original	27-7	2nd				
25-17.4	Original	27-8	2nd				
25-17.5	Original	27-9	2nd				
25-17.6	Original	27-10	2nd				
25-17.7	Original	27-11	2nd				
25-17.8	Original	27-12	2nd				
25-17.9	Original	27-13	2nd				
25-17.10	Original	27-14	2nd				
25-17.11	Original	27-15	2nd				
25-17.12	Original	27-16	2nd				
25-17.13	Original	27-17	2nd				
25-17.14	Original	27-18	2nd				
25-18	1st	27-19	2nd				
25-19	2nd	27-20	2nd				
25-20	1st	27-21	2nd				
25-21	1st	27-22	2nd				
25-22	2nd	27-23	3rd				
26-1	3rd	27-24	2nd				
26-2	3rd	27-25	3rd				
26-3	3rd	27-26	2nd				
26-4	3rd	28-1	3rd				
26-5	3rd	28-2	3rd				
26-6	3rd	28-3	1st				
26-7	2nd						
26-8	2nd						
26-9	2nd						
26-10	2nd						
26-11	2nd						
26-12	2nd						
26-13	2nd						
26-14	2nd						
26-15	2nd						

(This page filed under Transmittal No. 1784)

	<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
22.205 Contract Offer No. 205 – DS1 Service Offer	22-1642
22.206 Contract Offer No. 206 – Access Service Offer	22-1646
22.207 Contract Offer No. 207 – DS1, DS3 Service Offer	22-1658
22.208 Contract Offer No. 208 – DS1/DS3 Service Offer	22-1670
22.209 Contract Offer No. 209 – DS1 Service Offer	22-1674
22.210 Contract Offer No. 210 - DS1, DS3 Special Access Service Offer	22-1677
22.211 Contract Offer No. 211 - Special Access Service Offer	22-1689
22.212 Contract Offer No. 212 – DS3 Special Access Service Offer	22-1696 (N)
23. Multi-service Optical Network (MON) Ring Service	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. 1784)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

(N)

22.212 Contract Offer No. 212 – DS3 Special Access Service Offer22.212.1 General Description

This DS3 Service Offer (Contract Offer No. 212) is an access discount pricing plan that allows the Customers who meet the Eligibility Criteria in Section 22.212.3, and the Terms and Conditions in Section 22.212.4, to obtain credits for the DS3 Subject Services, as described in Section 22.212.2.

Contract Offer No. 212 is available for subscription from December 22, 2012 through January 22, 2013. This Contract Offer is not renewable.

22.212.2 Subject Services

- (A) Contract Offer No. 212 applies to the following pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:
 - (1) Ameritech Operating Companies (Ameritech) Tariff F.C.C. No 2, Sections 7.2.9 and 21.5.2.7 - DS3 Service.
- (B) Subject Services must be located in the following Metropolitan Statistical Area (MSA): Chicago, IL.
- (C) The Subject Services must be configured as follows:
 - (1) The 'A' location for each Subject Service must be cross-connected to an Ameritech Central Office Interconnection (ACOI) Transmission Node, as described in Ameritech Operating Companies Tariff F.C.C. No 2, Section 16.1, which is purchased by the Customer;
 - (2) Each Subject Service must include an Interconnection – Central Office Multiplexing rate element identified in Table A; and
 - (3) Channel Mileage for each Subject Service must be not less than one (1) mile and not greater than eighteen (18) miles.
- (D) All terms and conditions for the Subject Services listed above are governed by their respective tariff sections, except as noted herein.

22.212.3 Eligibility Criteria

The Customer must meet the following eligibility criteria to subscribe to Contract Offer No. 212:

- (A) The Customer must be purchasing ACOI, as provided in Ameritech Tariff F.C.C. No 2, Section 16.1, in at least one Central Office within the Chicago, IL MSA as of the Subscription Date of this Contract Offer (as defined in Section 22.212.4(A)); and
- (B) During the month prior to the Subscription Date of this Contract Offer, the Customer must have been purchasing no fewer than fifty (50) DS3 Special Access circuits and no more than sixty-five (65) DS3 Special Access circuits

(This page filed under Transmittal No. 1784)

(N)

from the Telephone Company, all of which must be located in the Chicago, IL MSA.

(This page filed under Transmittal No. 1784)

Issued: December 21, 2012

Effective: December 22, 2012

Four AT&T Plaza, Dallas, Texas 75202

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.212 Contract Offer No. 212 – DS3 Special Access Service Offer (Cont'd)22.212.4 Terms and Conditions(A) Term Period

The term of this Contract Offer (Term Period) is three (3) years, commencing on the date the Telephone Company receives a signed Letter of Subscription from the Customer (Subscription Date).

Upon expiration or termination of this Contract Offer, each Subject Service will be subject to the rates, terms and conditions of the otherwise applicable tariff provisions for the remainder of the applicable Service Term as defined in Section 22.212.4.E, below. If any Subject Service is disconnected by the Customer, or by the Telephone Company as a result of any breach of this Contract Offer or any other applicable tariff provision, prior to the completion of the applicable Service Term during the Term Period, the Customer will be liable for termination liability charges as provided in Section 22.212.6.

- (B) To subscribe to this Contract Offer, the Customer must submit a signed Letter of Subscription (LOS) to the Telephone Company. The LOS must identify all Access Customer Name Abbreviations (ACNAs) that the Customer designates for inclusion in this Contract Offer (Eligible ACNAs). Services ordered or purchased under other ACNAs may not be transferred to, or converted for inclusion under, this Contract Offer.
- (C) Subject Services, described in Section 22.212.2, are subject to certain rates, charges and general terms and conditions described in Ameritech Tariff F.C.C. No 2, Sections 2, 5 and 13, as applicable. Such terms and conditions may be modified through filing 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.
- (D) Within ninety (90) days following the Subscription Date, the Customer must convert no fewer than fifty (50) and no more than sixty-five (65) existing DS3 Subject Services to this Contract Offer.
- (E) Each Subject Service must be purchased pursuant to a thirty-six (36) month Optional Payment Plan (OPP) (the "Service Term"), as described in Ameritech Tariff F.C.C. No. 2, Section 7.4.10. Any service previously purchased by the Customer and converted to this Contract Offer shall be subject to a new thirty-six (36) month Service Term, which will be effective as of the Subscription Date. For any Subject Service purchased during the Term Period, the Service Term shall begin on its installation date.
- (F) Upon completion of the applicable Service Terms, Subject Services will be provided at the prevailing monthly extension rates applicable to the OPP, as provided in Ameritech Tariff F.C.C. No. 2, Section 7 or 21, or, if there are no monthly extension rates, then at the rates applicable to the shortest available term, unless the Customer disconnects the services or chooses another applicable rate.

(N)

(This page filed under Transmittal No. 1784)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.212 Contract Offer No. 212 – DS3 Special Access Service Offer (Cont'd)22.212.4 Terms and Conditions (Cont'd)

(G) Subject Services shall not be included in any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement, unless expressly permitted by such other pricing flexibility contract offer or other arrangement.

(H) Commingling is defined in Ameritech Tariff F.C.C. No. 2, Section 2.6. Commingling of Subject Services provided pursuant to this Contract Offer is prohibited.

22.212.5 Rates and Charges

(A) The Telephone Company will initially bill the Customer according to the applicable thirty-six (36) month OPP Monthly Recurring Charges ("MRCs"). The Customer will then be credited in an amount equal to the difference between the OPP rate and the rates for the DS3 rate elements listed in Table A, below. Credits will be applied monthly in arrears. Taxes, if applicable, will be charged on the OPP MRC rates, but will not be included in the credits applied to, or otherwise affected by, the credits applied to the Customer's bill.

Table A

Rate Element Applicable	USOC	MRC
Central Office Multiplexing (per arrangement)		
ZONE - 1	QM3X1	\$441.00
ZONE - 2	QM3X2	\$450.00
ZONE - 3	QM3X3	\$466.00
ZONE - 4	QM3X4	\$490.00
ZONE - 5	QM3X5	\$500.00
Channel Mileage Termination (all Zones)		
where Channel Mileage from 1 to 6 miles	CZ4X+	\$212.50
where Channel Mileage from 7 to 12 miles	CZ4X+	\$262.50
where Channel Mileage from 13 to 18 miles	CZ4X+	\$325.00
Channel Mileage (all Zones)		
Per mile 1YZX* \$0.00	1YZX+	\$ -

+ = Zone 1-5

(N)

(This page filed under Transmittal No. 1784)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.212 Contract Offer No. 212 – DS3 Special Access Service Offer (Cont'd)22.212.6 Termination Liability

Termination liability, as defined in this Contract Offer, applies in lieu of the termination liability language in Ameritech Tariff F.C.C. No. 2, Section 7.4.10. Termination charges shall become due as of the effective date of the termination.

- (A) Termination of Contract Offer. If Customer terminates this Contract Offer or fails to comply with the Terms and Conditions of this Contract Offer, this Contract Offer will be terminated, and any termination liability applicable to Subject Services will be governed by the provisions otherwise applicable to the Service Term, as provided in Section 7.4.10.
- (B) Termination of Individual Subject Services or Rate Elements. If the Customer terminates individual Subject Services or rate elements prior to the completion of any applicable Service Term (other than as the result of a material breach by the Telephone Company), but this Contract Offer is not terminated, and Customer continues to purchase other Subject Services hereunder, or if the Telephone Company terminates individual Subject Services or rate elements prior to the end of the applicable Service Term due to Customer's material breach of this Contract Offer, the Customer will be liable for a termination charge which shall be equal to fifty percent (50%) of the MRCs for the disconnected Subject Services or rate elements for the balance of the Service Term (MRC X 50% X (months remaining in the applicable Service Term)).

22.212.7 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,

- (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

(This page filed under Transmittal No. 1784)

(2) "high risk" in a Paydex score as published by Dun and Bradstreet. (N)

(This page filed under Transmittal No. 1784)

Issued: December 21, 2012

Effective: December 22, 2012

Four AT&T Plaza, Dallas, Texas 75202

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.212 Contract Offer No. 212 – DS3 Special Access Service Offer (Cont'd)22.212.7 Assignment/Transfer (Cont'd)

(C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section 22.212.7 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.

22.212.8 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. 1784)