

TARIFF DISTRIBUTION

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PURPOSE: PF 213 - DS1/DS3 Special Access Offer

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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.

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22. Pricing Flexibility Contract Offerings

(N)

22.213 Contract Offer No. 213 – Special Access Wireless DS1 and DS3 Service Offer22.213.1 General Description

This Special Access DS1 and DS3 Service Offer (Contract Offer No. 213) is a special access discount pricing plan. This Contract Offer permits Customers who meet the Eligibility Criteria in Section 22.213.3 to purchase the Subject Services listed in Section 22.213.2 subject to the rates, terms and conditions of this Contract Offer. Subject Services are available under this Contract Offer in the Metropolitan Statistical Area (MSA) listed in Section 22.213.2 (B).

This Contract Offer is available for subscription from January 11, 2013 through February 11, 2013. This Contract Offer is not renewable.

22.213.2 Subject Services

- (A) This Contract Offer applies to pricing flexibility-qualified Subject Services contained in the following tariff sections: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Section 6, 7 and 21 – DS1 and DS3 High Capacity Service.
- (B) Subject Services must be located in the following MSA: Chicago, IL.
- (C) Subject Services must subtend Dedicated SONET Ring Service (DSRS)¹ purchased by the Customer from the Telephone Company.

22.213.3 Eligibility Criteria

The Customer must meet the following Eligibility Criteria as of the date this Contract Offer becomes effective (Effective Date):

- (A) Customer must be purchasing an OC-192 DSRS¹ from the Telephone Company, which must have been placed in service prior to the Effective Date of this Contract Offer, and which is located in the Chicago, IL MSA.
- (B) During the month prior to the Subscription Date (as defined in Section 22.213.4(A)), the Customer must have been purchasing from the Telephone Company an aggregate of no fewer than two thousand nine hundred (2900) and no more than three thousand two hundred (3200) DS1 special access and switched access circuits, and an aggregate of no fewer than one hundred and sixty (160) and no more than one hundred and eighty (180) DS3 special access and switched access circuits, which must be activated and providing service at cell sites located within the operating territories of the Telephone Company. Such cell sites, together with any other cell sites for which Customer orders Subject Services at any time during the Term Period, are referred to in this Contract Offer as "Qualified Cell Sites."

¹ OC192 Dedicated SONET Ring Service (DSRS) is 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook.

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.213 Contract Offer No. 213 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)22.213.4 Terms and Conditions(A) Term Period

The term of this Contract Offer (Term Period) shall be twenty-four (24) months, commencing on the date the Telephone Company receives the signed Letter of Subscription (LOS) from the Customer (the Subscription Date). Upon expiration of the Term Period, Subject Services shall no longer be subject to the rates, terms or conditions of this Contract Offer, but instead will be provided according to the monthly or monthly extension rates and other applicable terms and conditions in Ameritech Tariff F.C.C. No. 2, Sections 6.9.1, 6.9.6, 7.5.9(b) and (c), 21.5.2.7.1 (B) and (C), and 21.5.3.

(B) General Terms and Conditions

- (1) Subject Services 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 of this Contract Offer. If any provision of this Contract Offer conflicts with any otherwise applicable provisions of Ameritech Tariff F.C.C. No. 2, Section 2, 5 or 13, this Contract Offer shall govern over the conflicting provision.
- (2) All traffic transmitted over Subject Services must originate or terminate at a Mobile Switching Center (MSC).
- (3) 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.
- (4) Subject Services purchased under this Contract Offer 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.
- (5) To subscribe to this Contract Offer, the Customer must provide a signed LOS to the Telephone Company, which must include a list of eligible Access Customer Name Abbreviations (ACNAs) under which the Customer will purchase Subject Services pursuant to this Contract Offer. Subject Services ordered or purchased under other ACNAs may not be transferred or converted to this Contract Offer.

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.213 Contract Offer No. 213 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)22.213.4 Terms and Conditions (Cont'd)(B) General Terms and Conditions (Cont'd)

(6) The Telephone Company will provide the Customer reasonable notification of service-affecting planned maintenance activities that may occur in the normal operation of the Telephone Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching equipment change-outs. The Telephone Company will cooperate in good faith with the Customer to determine reasonable notification methods and other requirements including any advance notification as applicable.

(7) Commingling shall be as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.

(8) If, as of the Subscription Date, the Customer purchases services pursuant to Ameritech Tariff F.C.C. No. 2, Contract Offer No. 190, this Contract Offer shall supersede those provisions of Contract Offer No. 190 that govern DS1 and DS3 special access services. Thereafter, such services shall be provided pursuant to this Contract Offer. Customer shall not incur any termination liability under Contract Offer No. 190 as a result of the supersedure of Contract Offer No. 190.

(9) If the Customer wishes to replace Subject Services with Ethernet¹ services provided by the Telephone Company, then upon request by the Customer, the Parties will negotiate in good faith to enter into a successor to this Contract Offer that allows for such replacement without the application of termination liability charges to the migrated services; provided, however, that the Telephone Company shall not be required as a result of such negotiation to enter into any arrangement that would: (i) reduce the total revenue to the Telephone Company, as compared to that it would obtain under this Contract Offer during the remainder of the Term Period (measured as of the effective date of the successor arrangement); or (ii) reduce the Customer's term commitment, as compared to that applicable for the remainder of the Term Period (measured as of the effective date of the successor arrangement).

¹ Ethernet 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)

22.213 Contract Offer No. 213 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)22.213.5 Rates and Charges

- (A) The Customer will be billed a monthly fixed rate of six hundred five thousand four hundred eighty-seven dollars (\$605,487) for the purchased Subject Services up to the maximum volume of services listed in Section 22.213.5(B), below.
- (B) The Customer may purchase up to the maximum quantity of each Rate Element in the Table A, below, without incurring any increase in the fixed monthly rate set forth in Section 22.213.5(A).

Table A:

Rate Elements	Maximum Qty
Special Access DS3 Service – Local Distribution Channel	84
Special Access DS1 Service – Local Distribution Channel	3184
Switched Access – Switched Transport DS1 – Local Distribution Channel	688
DS3 Average Mileage for all Subject Services*	10
Switched Access-Switched Transport DS3- Local Distribution Channel	96
DS1 Average Mileage for all Subject Services*	10

* The charges include average Variable Mileage per DS1 and DS3 Subject Services, respectively, for all Subject Services purchased under this Contract Offer, not to exceed ten (10) miles per Subject Service. The Telephone Company will review the Variable Mileage associated with the Subject Services purchased by the Customer no more frequently than twice per year. If, upon such review, the Telephone Company determines that Variable Mileage for Subject Services exceeds an average of ten (10) miles per Subject Service, the Telephone Company will bill the Customer for all Variable Mileage in excess of ten (10) miles per Subject Service by applying the charges in Tariff Section 21, as applicable to a three (3) year term payment plan.

- (C) Otherwise applicable Non-Recurring Charges (NRCs) in Table B, below, shall not apply to Subject Services:

Table B:

Rate Element	USOC
Administration Charge	NRBA1-5
Customer Connection Charge	NRMF1-5
Design C.O. Charge	NRMG1-5

- (D) Other Rate Elements. Any rate elements for which rates are not provided in this Contract Tariff will be subject to the applicable rates in the Ameritech Tariff F.C.C. No. 2.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.213 Contract Offer No. 213 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)22.213.6 Credit Allowance for Service Interruptions

The credit allowance language contained below applies in lieu of credit allowance language contained in Ameritech Tariff F.C.C. No. 2. These credits are the exclusive remedies applicable to interruptions to Subject Services provided under this Contract Offer, and no other interruption credits will be applicable.

(A) When a Credit Allowance Applies:

- (1) A service interruption occurs when any circuit becomes unusable to the Customer because of a failure of a facility component used to furnish service under this Contract Tariff, or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the Customer.
- (2) An interruption period begins when Customer reports to the Telephone Company an unusable circuit after Customer has completed fault isolation and is reported within 24 hours of the start of the interruption, and ends when the circuit is usable. The Telephone Company may require joint out-of-service testing and correction of the interruption. In case of a service interruption, allowance for the period of interruption, shall be as follows.
- (3) The Customer shall be credited for an interruption of service of one (1) minute or more at the fixed rate credit shown below per circuit:
 - DS3 Subject Service: \$890.00
 - Switched Access Service-Switched Transport DS3: \$537.00
 - DS1 Subject Service: \$219.00
- (4) In any monthly billing period, as a result of an interruption of service, the total fixed rate credit per circuit will not exceed the specified amount shown below:
 - DS3 Subject Service: \$890.00
 - Switched Access Service-Switched Transport DS3: \$537.00
 - DS1 Subject Service: \$219.00

In any monthly billing period, as a result of an interruption of service, the total credits for all Subject Services will not exceed \$605,487 per month.

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.213 Contract Offer No. 213 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)22.213.6 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Does Not Apply:

- (1) Interruptions caused by the negligence of the Customer.
- (2) Interruptions of a service caused by the failure of equipment or systems provided by the Customer or others on behalf of the Customer.
- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of a service when the Customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.
- (5) For service provided under a Shared Facility Credit/Shared Facility Channel Service arrangement per Ameritech Tariff No. 2, Section 7.2.9, only those Customers who notify the Telephone Company of a service outage will receive a credit allowance.
- (6) Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) Periods of temporary discontinuance as set forth in Ameritech Tariff 2, Section 2.2.1. The Telephone Company shall provide the Customer with prompt written notice specifying the basis of the Telephone Company's determination that temporary discontinuance of the use of a service has been required.
- (8) Periods of interruption as set forth in Ameritech Tariff 2, Section 13.3.1.
- (9) Interruptions caused by or related to work stoppages, governmental orders, civil commotions, insurrections, riots, and criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.213 Contract Offer No. 213 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)22.213.7 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to F.C.C. No. 2, Section 2.1.2, the Telephone Company will acknowledge such transfer or assignment if the criteria in 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 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:

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or
(ii) "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 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.

22.213.8 Mergers/Acquisitions

All provisions of this Contract Offer shall continue in full force and effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. 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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ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.213 Contract Offer No. 213 – Special Access Wireless DS1 and DS3 Service Offer (Cont'd)22.213.9 Termination Liability

Termination liability, as described in this Section 22.213.9, applies in lieu of any termination liability that would otherwise be applicable under Ameritech Tariff F.C.C. No. 2.

- (A) **Termination of Subject Services.** While this Contract Offer is effective, no termination liability charges will apply to the termination of individual Subject Service circuits.
- (B) **Termination of Contract Offer.** If the Customer terminates this Contract Offer prior to the end of the Contract Offer Term Period (other than as the result of a material breach by the Telephone Company) for any reason other than due to "Excessive Service Outages," as defined below in Section 22.213.9(C), or if the Telephone Company terminates this Contract Offer prior to the end of the Contract Offer Term Period due to Customer's material breach of the Contract Offer, the Customer shall be liable for a termination charge, which shall be equal to fifty percent (50%) of the MRC (\$605,487) applicable under this Contract Offer for the balance of the Contract Offer Term Period (\$605,487 X 50% X (months remaining in Contract Offer Term)). In addition and in either case, the Customer will also be charged for any NRCs previously waived and/or discounted by 100% for Subject Services subject to this Contract Offer.
- (C) **Excessive Service Outage.** An Excessive Service Outage occurs when the DSRS¹, as described in Section 22.213.3(A) of this Contract Offer, experiences simultaneous equipment service interruptions of both the working and protection path of the network, and the service interruptions have not been excepted from treatment for a credit allowance under Section 6, above. If during any consecutive twelve (12) month period there are more than two (2) Excessive Service Outages, the Customer may terminate its purchase of Subject Services under this Contract Offer without incurring termination liability charges. Such termination shall be effective two hundred forty (240) calendar days following delivery of written notice to the Telephone Company, and notice of intent to terminate service must be given within thirty (30) calendar days of the third or any subsequent Excessive Service Outage within the same consecutive twelve (12) month period.

¹ OC192 Dedicated SONET Ring Service (DSRS) is 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook.

(N)

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