

## **TARIFF DISTRIBUTION**

FILE PACKAGE NO.: 1793

DATE: June 10, 2013

STATE: AIT-FCC

EFFECTIVE DATE: 06/01/2013

TYPE OF DISTRIBUTION: Approved

PURPOSE: PF 216 - Special Access Wireless DS1 Service Offer

<b><u>TARIFF SECTION</u></b>	<b><u>PAGE NUMBER</u></b>	<b><u>PAGE REVISION</u></b>
2000	1	1619
2000	1.24	0037
2000	1.25	0016
2022	22-1742	0000
2022	22-1743	0000
2022	22-1744	0000
2022	22-1745	0000
2022	22-1746	0000
2022	22-1747	0000
2022	22-1748	0000
2022	22-1749	0000
2022	22-1750	0000
2022	22-1751	0000
20TC	13.8.1	0021

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	1619th*	8	15th	20	10th
1.1	356th	8.1	5th	20.1	5th
1.2	322nd	9	24th	20.2	4th
1.3	288th	9.1	1st	21	4th
1.4	245th	10	27th	22	1st
1.5	232nd	10.1	12th	23	3rd
1.6	204th	10.2	9th	24	1st
1.7	142nd	11	4th	25	3rd
1.8	122nd	12	10th	25.1	1st
1.9	154th	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	63rd	13.6	39th	30	Original
1.15.1	5th	13.7	44th	31	Original
1.16	78th	13.8	46th	32	Original
1.17	24th	13.8.1	21st*	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	37th*	16.1	11th	37	13th
1.25	16th*	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. 1793 )

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	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	22-1701	Original
22-1548	Original	22-1599	1st	22-1650	Original	22-1702	Original
22-1549	Original	22-1600	1st	22-1651	Original	22-1703	Original
22-1550	Original	22-1601	1st	22-1652	Original	22-1704	Original
22-1551	Original	22-1602	1st	22-1653	Original	22-1705	Original
22-1552	Original	22-1603	1st	22-1654	Original	22-1706	Original
22-1553	Original	22-1604	1st	22-1655	Original	22-1707	Original
22-1554	Original	22-1605	1st	22-1656	Original	22-1708	Original
22-1555	Original	22-1606	1st	22-1657	Original	22-1709	Original
22-1556	Original	22-1607	1st	22-1658	Original	22-1710	Original
22-1557	Original	22-1608	1st	22-1659	Original	22-1711	Original
22-1558	Original	22-1609	1st	22-1660	Original	22-1712	Original
22-1559	Original	22-1610	1st	22-1661	Original	22-1713	Original
22-1560	Original	22-1611	1st	22-1662	Original	22-1714	Original
22-1561	Original	22-1612	1st	22-1663	Original	22-1715	Original
22-1562	Original	22-1613	1st	22-1664	Original	22-1716	1st
22-1563	Original	22-1614	1st	22-1665	Original	22-1717	Original
22-1564	Original	22-1615	1st	22-1666	Original	22-1718	Original
22-1565	Original	22-1616	1st	22-1667	Original	22-1719	Original
22-1566	Original	22-1617	1st	22-1668	Original	22-1720	Original
22-1567	Original	22-1618	1st	22-1669	Original	22-1721	Original
22-1568	Original	22-1619	Original	22-1670	Original	22-1722	Original
22-1569	Original	22-1620	Original	22-1671	Original	22-1723	Original
22-1570	Original	22-1621	Original	22-1672	Original	22-1724	Original
22-1571	Original	22-1622	Original	22-1673	Original	22-1725	Original
22-1572	Original	22-1623	Original	22-1674	Original	22-1726	Original
22-1573	Original	22-1624	Original	22-1675	Original	22-1727	Original
22-1574	Original	22-1625	Original	22-1676	Original	22-1728	Original
22-1575	Original	22-1626	Original	22-1677	Original	22-1729	Original
22-1576	Original	22-1627	Original	22-1678	Original	22-1730	Original
22-1577	Original	22-1628	Original	22-1679	Original	22-1731	Original
22-1578	Original	22-1629	Original	22-1680	Original	22-1732	Original
22-1579	Original	22-1630	Original	22-1681	Original	22-1733	Original
22-1580	Original	22-1631	Original	22-1682	Original	22-1734	Original
22-1581	Original	22-1632	Original	22-1683	Original	22-1735	Original
22-1582	Original	22-1633	Original	22-1684	Original	22-1736	Original
22-1583	Original	22-1634	Original	22-1685	Original	22-1737	Original
22-1584	Original	22-1635	Original	22-1686	Original	22-1738	Original
22-1585	Original	22-1636	Original	22-1687	Original	22-1739	Original
22-1586	Original	22-1637	Original	22-1688	Original	22-1740	Original
22-1587	Original	22-1638	Original	22-1689	Original	22-1741	Original
22-1588	1st	22-1639	Original	22-1690	Original	22-1742	Original*
22-1589	1st	22-1640	Original	22-1691	Original	22-1743	Original*
22-1590	1st	22-1641	Original	22-1692	Original	22-1744	Original*
22-1591	1st	22-1642	Original	22-1693	Original	22-1745	Original*
22-1592	1st	22-1643	Original	22-1694	Original	22-1746	Original*
22-1593	1st	22-1644	Original	22-1696	Original	22-1747	Original*
22-1594	1st	22-1645	Original	22-1697	Original	22-1748	Original*
22-1595	1st	22-1646	Original	22-1698	Original	22-1749	Original*

(This page filed under Transmittal No. 1793 )

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
22-1750	Original*	25-4	Original	26-16	2nd		
22-1751	Original*	25-5	Original	26-17	2nd		
23-1	2nd	25-6	Original	26-18	2nd		
23-2	3rd	25-7	Original	26-19	2nd		
23-3	5th	25-8	Original	26-20	2nd		
23-3.1	2nd	25-9	Original	26-21	2nd		
23-4	3rd	25-10	Original	26-22	2nd		
23-5	3rd	25-11	Original	26-23	3rd		
23-6	2nd	25-12	2nd	26-24	3rd		
23-7	3rd	25-13	2nd	26-25	3rd		
23-8	3rd	25-14	2nd	26-26	3rd		
23-9	3rd	25-14.1	Original	26-27	2nd		
23-10	4th	25-15	1st	27-1	3rd		
23-11	4th	25-15.1	Original	27-2	3rd		
23-12	2nd	25-16	1st	27-3	2nd		
23-13	2nd	25-16.1	Original	27-4	2nd		
23-14	2nd	25-17	3rd	27-5	2nd		
23-15	4th	25-17.1	Original	27-6	2nd		
23-16	3rd	25-17.2	Original	27-6.1	2nd		
23-17	5th	25-17.3	Original	27-7	2nd		
23-18	4th	25-17.4	Original	27-8	2nd		
23-19	3rd	25-17.5	Original	27-9	2nd		
24-1	6th	25-17.6	Original	27-10	2nd		
24-1.1	2nd	25-17.7	Original	27-11	2nd		
24-2	4th	25-17.8	Original	27-12	2nd		
24-3	4th	25-17.9	Original	27-13	2nd		
24-4	6th	25-17.10	Original	27-14	2nd		
24-5	4th	25-17.11	Original	27-15	2nd		
24-6	4th	25-17.12	Original	27-16	2nd		
24-7	4th	25-17.13	Original	27-17	2nd		
24-8	3rd	25-17.14	Original	27-18	2nd		
24-9	4th	25-18	1st	27-19	2nd		
24-10	6th	25-19	2nd	27-20	2nd		
24-11	4th	25-20	1st	27-21	2nd		
24-12	6th	25-21	1st	27-22	2nd		
24-13	4th	25-22	2nd	27-23	3rd		
24-14	6th	26-1	3rd	27-24	2nd		
24-14.1	2nd	26-2	3rd	27-25	3rd		
24-15	8th	26-3	3rd	27-26	2nd		
24-16	7th	26-4	3rd	28-1	3rd		
24-17	6th	26-5	3rd	28-2	3rd		
24-18	2nd	26-6	3rd	28-3	1st		
24-19	2nd	26-7	2nd				
24-20	2nd	26-8	2nd				
24-21	4th	26-9	2nd				
24-22	3rd	26-10	2nd				
24-23	3rd	26-11	2nd				
24-23.1	2nd	26-12	2nd				
25-1	4th	26-13	2nd				
25-2	Original	26-14	2nd				
25-3	Original	26-15	2nd				

(This page filed under Transmittal No. 1793 )

	<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	
22.213 Contract Offer No. 213 – Special Access Wireless DS1 and DS3 Service Offer	22-1701	
22.214 Contract Offer No. 214 – Special Access DS1 and DS3 Service Offer	22-1709	
22.215 Contract Offer No. 215 – Access Service	22-1722	
22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer	22-1741	(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 <sup>SM</sup> )	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. 1793 )

## ACCESS SERVICE

22. Pricing Flexibility Contract Offerings

(N)

22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer22.216.1 General Description

This Special Access Service Offer (Contract Offer No. 216) is an access discount pricing plan. This Contract Offer permits Customers who meet the Eligibility Criteria in Section 22.216.3, and the Terms and Conditions in Section 22.216.4, to purchase the Subject Services listed in Section 22.216.2 and to receive rates and charges as provided in Section 22.216.5. Subject Services are available under this Contract Offer in the Metropolitan Statistical Areas (MSAs) listed in Section 22.216.2 (B).

This Contract Offer is available for subscription from June 1, 2013 through July 1, 2013. This Contract Offer is not renewable.

22.216.2 Subject Services

- (A) This Contract Offer applies to pricing flexibility qualified services (Subject Services) contained in the following tariff section: Ameritech Tariff F.C.C. No. 2, Sections 7 and 21 – DS1 High Capacity Service.
- (B) Subject Services must be located in the 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 those 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, the Customer may, at its option, include Subject Services in those additional MSAs under this Contract Offer No. 216.

Table A

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

- (C) Subject Services must originate or terminate on a wireless carrier's network.

(N)

(This page filed under Transmittal No. 1793 )

## ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer (Cont'd)22.216.2 Subject Services (Cont'd)

- (D) Subject Services must terminate at a cell site which satisfies all of the following criteria: (i) is a site at which the Customer is purchasing Ethernet- based<sup>1</sup> service from the Telephone Company, having a Committed Information Rate of at least twenty (20) megabits per second (Mbps), and a term commitment of at least eighty-four (84) months, (ii) is in operation as of the Effective Date, and (iii) is not subject to any other contract offer dependent upon the purchase of Ethernet- based<sup>1</sup> services from the Telephone Company. Cell sites that meet these criteria are referred to in this Contract Offer as "Qualified Cell Sites."
- (E) Subject Services may not be subject to any other contract offer as of the Effective Date of this Contract Offer. The Customer may not purchase Subject Services under this Contract Offer at any cell sites to which subject services (as defined under another Contract Offer) are provided under such other Contract Offer.

22.216.3 Eligibility Criteria

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

- (A) The Customer must have purchased interstate special access DS1 and DS3 services with total billed monthly recurring charges, net of discounts and credits, during the twelve (12) months prior to the Effective Date of this Contract Offer, of at least one hundred fifty million dollars (\$150,000,000) from, collectively, the Telephone Company, The Southern New England Telephone Company, Pacific Bell Telephone Company, Southwestern Bell Telephone Company, BellSouth Telecommunications, LLC and Nevada Bell Telephone Company.

<sup>1</sup> 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](http://www.att.com/guidebook)

(N)

(This page filed under Transmittal No. 1793 )

## ACCESS SERVICE

## 22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

## 22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer (Cont'd)

## 22.216.3 Eligibility Criteria (Cont'd)

- (B) The Customer must be operating, as of the Effective Date of this Contract Offer, no fewer than the minimum number and no more than the maximum number of Qualified Cell Sites within the Telephone Company's incumbent local exchange area in each of the MSAs listed in Table B, below.

Table B

MSA	Minimum Number of Cell Sites in MSA	Maximum Number of Cell Sites in MSA
Akron, OH	4	8
Anderson, IN	2	4
Appleton/Oshkosh/Neenah, WI	21	42
Battle Creek, MI	6	12
Bloomington, IN	5	10
Champaign/Urbana, IL	1	2
Chicago, IL	59	118
Cleveland-Lorain-Elyria, OH	4	8
Columbus, OH	12	24
Dayton-Springfield, OH	3	6
Detroit-Ann Arbor, MI	73	146
Eau Claire, WI	12	24
Evansville-Henderson, IN	2	4
Grand Rapids, MI	3	6
Green Bay, WI	7	14
Indianapolis, IN	11	22
Jackson, MI	11	22
Janesville-Beloit, WI	6	12
Kalamazoo, MI	6	12
Lansing-East Lansing, MI	15	30
Louisville, IN	4	8
Madison, WI	29	58
Milwaukee, WI	22	44
Non-MSA, IN	2	4
Non-MSA, WI	20	40
Peoria, IL	2	4
Rockford, IL	4	8
Saginaw-Bay City-Midland, MI	17	34
Sheboygan, WI	7	14
South Bend-Mishawaka, IN	4	8
Springfield, IL	2	4
St. Louis, IL	12	24
Toledo, OH	6	12
Youngstown-Warren, OH	2	4

(N)

(This page filed under Transmittal No. 1793 )



## ACCESS SERVICE

## 22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

## 22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer (Cont'd)

## 22.216.3 Eligibility Criteria (Cont'd)

- (C) The Customer must be purchasing, as of the Effective Date of this Contract Offer, no fewer than the minimum number and no more than the maximum number of DS1 special access circuits from the Telephone Company within each of the MSAs listed in Table C, below, each of which terminate at Qualified Cell Sites.

Table C

MSA	Minimum Number of DS1 special access circuits in MSA	Maximum Number of DS1 special access circuits in MSA
Akron, OH	4	24
Anderson, IN	2	12
Appleton/Oshkosh/Neenah, WI	21	126
Battle Creek, MI	6	36
Bloomington, IN	5	44
Champaign/Urbana, IL	1	7
Chicago, IL	59	354
Cleveland-Lorain-Elyria, OH	4	46
Columbus, OH	12	106
Dayton-Springfield, OH	3	47
Detroit-Ann Arbor, MI	73	438
Eau Claire, WI	12	72
Evansville-Henderson, IN	2	24
Grand Rapids, MI	3	61
Green Bay, WI	7	48
Indianapolis, IN	11	161
Jackson, MI	11	66
Janesville-Beloit, WI	6	36
Kalamazoo, MI	6	38
Lansing-East Lansing, MI	15	90
Louisville, IN	4	24
Madison, WI	29	174
Milwaukee, WI	22	169
Non-MSA, IN	2	24
Peoria, IL	2	12
Rockford, IL	4	24
Saginaw-Bay City-Midland, MI	17	102
Sheboygan, WI	7	42
South Bend-Mishawaka, IN	4	24
Springfield, IL	2	12
St. Louis, IL	12	72
Toledo, OH	6	75
Youngstown-Warren, OH	2	27

(N)

(This page filed under Transmittal No. 1793 )

## ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer (Cont'd)22.216.3 Eligibility Criteria (Cont'd)

- (D) The Customer must be purchasing, as of the Effective Date, Ethernet<sup>1</sup> Services at no fewer than ten thousand (10,000) Qualified Cell Sites from, collectively, the Telephone Company, The Southern New England Telephone Company, Pacific Bell Telephone Company, Southwestern Bell Telephone Company, BellSouth Telecommunications, LLC and Nevada Bell Telephone Company.
- (E) During the twelve (12) months prior to the Subscription Date, the Customer must have purchased long distance voice services from an affiliate of the Telephone Company, including, but not limited to, ABN/OneNet,<sup>2</sup> representing aggregate recurring billed revenues of no less than one hundred fourteen million dollars (\$114,000,000) during those twelve (12) months, after applicable discounts, credits and adjustments.

22.216.4 Terms and Conditions(A) Term Period

The term of this Contract Offer (Term Period) commences on the date the Telephone Company receives the signed Letter of Subscription (LOS) from the Customer (Subscription Date), and ends on December 1, 2020. Upon expiration or termination of the Term Period, all Subject Services shall be provided according to the prevailing monthly extension rates in Ameritech Tariff F.C.C. No. 2, Section 21.5.2.6.1 and 7.5.9, unless:

- (i) The Customer selects an applicable Term Pricing Plan/Optional Payment Plan; or
- (ii) Either Party disconnects the Subject Services in a manner consistent with Ameritech Tariff F.C.C. No. 2, Section 21.5.2.

(B) Grandfathering or Sunseting of Subject Services

Notwithstanding anything to the contrary in this Contract Offer, this Contract Offer shall not prevent the Telephone Company from limiting or precluding new purchases or reconfigurations of Subject Services, or from terminating the provision of Subject Services entirely, prior to the end of the Term Period to the extent permitted by applicable law. Any such changes will be implemented by amending the applicable tariff sections.

(C) 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, 7, 13 and 21, 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, Sections 2, 5, 7, 13 or 21, this Contract Offer shall govern over the conflicting provision.

<sup>1</sup> 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](http://www.att.com/guidebook)

<sup>2</sup> ABN/OneNet services are provided on a contractual basis outside of the tariff, including all terms and conditions. Rates, terms and conditions associated with ABN/OneNet services are available at <http://new.serviceguide.att.com/>

(N)

(This page filed under Transmittal No. 1793 )

## ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer (Cont'd)22.216.4 Terms and Conditions (Cont'd)(A) General Terms and Conditions (Cont'd)

- (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) During the Term Period, the Customer (including any of its affiliates) may not order or purchase any Subject Service (including the continuing purchase of any service previously ordered) which is subject to any other: (i) contract offer, (ii) pricing flexibility contract offer containing a revenue commitment or revenue objective (*e.g.*, Minimum Annual Revenue Commitment (MARC), Quarterly Revenue Objective (QRO)), or volume commitment in which Subject Service revenue from this Contract Offer is eligible to be included, unless such other contract offer specifically refers to this Contract Offer, (iii) promotional offering, or (iv) any other discount plan or agreement, except as expressly provided in the above.
- (4) 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) under which the Customer may purchase Subject Services pursuant to this Contract Offer. The LOS will also include a list of all Qualified Cell Sites at which the Customer may purchase Subject Services. The Contract Offer will not apply to services purchased under, or transferred from, other ACNAs, or services purchased for other cell sites.
- (5) All Subject Services must be ordered under the Optional Payment Plan ("OPP"), as described in Section 21 of Ameritech Tariff F.C.C. No. 2, under the longest term commitment available at the time of the Customer's order, or at month-to-month rates if no OPP rate is available at the time of the Customer's order. This ordering requirement is for administrative purposes only, to assure the proper provisioning and billing of Subject Services. Subject Services will not be subject to any term commitment or termination liability charges as provided in Section 21, or to any other ordering obligations inconsistent with this Contract Offer. Rates and charges for Subject Services shall include credits provided under Section 22.216.5 of this Contract Offer.
- (6) Termination Liability charges shall not apply to the conversion to this Contract Offer of any Subject Service previously provided pursuant to Ameritech Tariff F.C.C. No. 2.

(N)

(This page filed under Transmittal No. 1793 )

## ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer (Cont'd)22.216.4 Terms and Conditions (Cont'd)(B) General Terms and Conditions (Cont'd)

- (7) The Customer may disconnect any Subject Service without termination liability charges unless Customer has an uncured material breach of this Contract Offer or of any other applicable tariff provision with respect to such Subject Services. The Telephone Company will initially bill such termination liability charges. Following receipt of any invoice containing termination liability charges subject to this Contract Offer, the Customer will identify those termination liability charges associated with Subject Services under this Contract Offer. The Telephone Company will then review the termination liability charges identified by the Customer and will issue credits to offset those termination liability charges eligible subject to this provision. If the Telephone Company terminates any Subject Service as a result of the Customer's uncured material breach of this Contract Offer or of any other applicable tariff provision, termination liability charges shall apply in the amount of (i) fifty percent (50%) of the discounted Monthly Recurring Charges ("MRCs") applicable to the terminated Subject Services, net of all credits provided for in this Contract Offer, multiplied by (ii) the number of calendar months, or fractions thereof, remaining in the Term Period following the effective date of the termination.

22.216.5 Rates and Charges

- (A) The Customer may purchase Subject Services at those Qualified Cell Sites at which Customer has purchased Ethernet-based<sup>1</sup> services from the Telephone Company at a fixed MRC of one hundred eight (\$108) dollars per month for each Subject Service that is multiplexed and connects to a Telephone Company special access interoffice transport service purchased by the Customer. The Telephone Company will initially bill the Customer according to the otherwise applicable OPP or month-to-month MRCs. The Customer will then be credited in an amount equal to the difference between the OPP or month-to-month MRCs and the rates in Table D, below. Credits will be applied monthly in arrears. Taxes, if applicable, will be charged on the OPP or month-to-month MRCs, but will not be included in the credits applied to the Customer's bill.

Table D

Rate Element	USOC	MRC
Local Distribution Channel- Per Point of Termination	TZ4X1-TZ4X5	\$108 (Net Bundled Rate)
Channel Mileage Termination	CZ4X1-CZ4X5	
Channel Mileage- per mile	1YZX1-1YZX5	

<sup>1</sup> 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](http://www.att.com/guidebook)

(N)

(This page filed under Transmittal No. 1793 )

## ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer (Cont'd)22.216.5 Rates and Charges (Cont'd)

- (A) For any billing period in which a Subject Service is not so multiplexed and connected as required by Section 22.216.5 (A), the Telephone Company will debit the Customer's invoice for an additional seventeen dollars (\$17) for each such Subject Service.
- (B) The fixed monthly charge includes average Variable Mileage, per Subject Service, for all Subject Services purchased under this Contract Offer, not to exceed nine (9) miles. The Telephone Company will review the Variable Mileage associated with Subject Services no more frequently than twice during each period of twelve (12) consecutive months of the Term Period, beginning with the Subscription Date. If, upon such review, the Telephone Company determines that Variable Mileage for Subject Services exceeds an average of nine (9) miles per Subject Service, the Telephone Company will bill the Customer for all Variable Mileage in excess of nine (9) miles per Subject Service by applying the charges in Tariff Section 21, as applicable to the OPP under a sixty (60) month term commitment plan.
- (D) If the Telephone Company is unable to bill for Subject Services at the discounted rate as described in Section 22.216.5.(A), the Telephone Company will bill the Customer on a monthly basis the otherwise applicable tariff rates applicable to the OPP or month-to-month MRCs. Each calendar quarter, beginning with the first full calendar month (including and pro-rated credits from the Effective date to the first full calendar month) after the Effective Date, the Telephone Company will calculate and issue to the Customer a credit equal to the difference between the rates set forth in Section 22.216.5 and the rates initially billed.
- (E) All non-recurring charges (excluding Expedite charges listed below) will be waived for Subject Services added to this Contract Offer. The waiver is not applicable to Special Construction charges, or to the Expedite Charges that may be applicable.

Charge Type	Description	USOC	Rate	Rate Regulation
Expedite	DS1 Expedited Service Interval (6 days)	EODXV	\$525.00	5.2.2(D)
Expedite	DS1 Expedited Service Interval (5 days)	EODXT	\$575.00	
Expedite	DS1 Expedited Service Interval (4 days)	EODXR	\$625.00	
Expedite	DS1 Expedited Service Interval (3 days)	EODXP	\$675.00	
Expedite	DS1 Expedited Service Interval (2 days)	EODWO	\$1,500.00	
Expedite	DS1 Expedited Service Interval (1 days)	EODWN	\$2,000.00	
Expedite	DS1 Expedited Service Interval (0 days)	EODWM	\$2,500.00	

(This page filed under Transmittal No. 1793 )

(This page filed under Transmittal No. 1793 )

---

Issued: May 31, 2013

Effective: June 1, 2013

Four AT&T Plaza, Dallas, Texas 75202

## ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer (Cont'd)22.216.5 Rates and Charges (Cont'd)

- (F) Taxes and Surcharges. Rates and charges set forth in this Contract Offer are exclusive of, and the Customer will pay, all current and future taxes and fees (but excluding taxes or fees imposed on gross receipts of general commercial businesses, net income, corporate franchise, property/ad valorem, payroll/employment, capital stock or net worth tax and the right to do business, i.e., license taxes or fees) relating to the sale, transfer of ownership, installation, license, use or provision of the Subject Services, and other applicable governmentally-established surcharges and similar charges, which the Telephone Company is permitted by applicable law to pass through to the Customer, including, without limitation, Universal Service Fund surcharges (and any associated interest and penalties resulting from the Customer's failure to timely pay such taxes or similar charges), except to the extent the Customer submits and maintains a reasonably acceptable to the Telephone Company exemption certificate covering all of the Subject Services and/or provides satisfactory proof of a valid tax exemption for the Subject Services.

22.216.6 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  
(2) "high risk" in a Paydex score as published by Dun and Bradstreet.

(N)

(This page filed under Transmittal No. 1793 )

## ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.216 Contract Offer No. 216 – Special Access Wireless DS1 Service Offer (Cont'd)22.216.6 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 22.216.6 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.

22.216.7 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.

22.216.8 De-Tariffing of Subject Services

If, at any time during the Term Period, the Subject Services available under this Contract Offer are voluntarily or involuntarily de-tariffed by the Telephone Company, in whole or in part, pursuant to a statutory change, order or requirement of a governmental or judicial authority of competent jurisdiction, the rates, and Terms and Conditions for Subject Services provided under this Contract Offer will remain in full force and effect for the remainder of the unexpired Term Period.

(N)

(This page filed under Transmittal No. 1793 )