

TARIFF DISTRIBUTION

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PURPOSE: PF 216 - Special Access Wireless DS1 Service 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)

22.216 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)

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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- based¹ 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- based¹ 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.

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)

22.216 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

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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

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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, Ethernet¹ 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,² 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 Sunsetting 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.

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

² 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)

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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)

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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-based¹ 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	

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

(N)

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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	

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Four AT&T Plaza, Dallas, Texas 75202

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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)

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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)

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