

1. BASIC EXCHANGE SERVICES GENERAL REGULATIONS**A. DEFINITION**

Basic Exchange Service consists of Network Access Lines, Local Messages or Local Message Packages, and Extended Community Calling (ECC) Local Messages furnished in accordance with the regulations and charges as set forth in this part of the guidebook. Except as otherwise noted, Residence Basic Exchange Service includes one white pages directory listing and Business Basic Exchange Service includes one white pages directory listing.

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B. STANDARD TRANSMISSION SPECIFICATIONS

A Network Access Line as offered in the Exchange Services guidebook provides a two-way voice frequency transmission path and is provided with standard transmission specifications.

There are two different standard specifications, Types I and II, depending on the type of service ordered by the Customer.

1. Type I standard transmission specifications consist of: loop start or ground start, dial pulse signaling, approximate bandwidth of 300 - 3,000 Hz, loss of 0 to 8.5 dBm at 1,004 Hz, other technical parameters of this service can be obtained from Technical Reference 61100 "Description of the Analog Voiceband Interface between the Bell System Local Exchange Lines and Terminal Equipment". These specifications apply to all single party Residence and Business Network Access Lines and Business Trunks - Type I.
2. Type II has the same specifications as Type I except that it has a transmission loss of 0 to 4 dBm, +/- 1.0 dBm at 1,004 Hz. These specifications apply only to Business Trunks - Type II.

C. NON-RECURRING CHARGES

Basic Exchange Service is subject to Installation, Maintenance and Change Service Charges as set forth in Part 3, Section 1, of this guidebook.

2. BASIC EXCHANGE SERVICES EXCHANGE RATE GROUPS

A. RATE GROUPS FOR NETWORK ACCESS LINES

RATE GROUP A:

Madison
Milwaukee

RATE GROUP B:

Appleton	Kenosha	Racine
Beloit	Manitowoc	Sheboygan
Eau Claire	Menomonee Falls	Stevens Point
Fond du Lac	Neenah	
Green Bay	Oshkosh	Waukesha
Janesville		

RATE GROUP C:

Algoma	Fort Atkinson	Mayville	River Falls
	Genoa City		Roberts
		Menomonie	Somers
	Hartford	Merton	
Beaver Dam	Hartland	Muskego	Sheboygan Falls
	Horicon	Newburg	Stoughton
Big Bend	Hortonville	New London	Sturgeon Bay
Burlington	Houlton		Sussex
Burnett	Hubertus	North Lake	Thiensville
Caledonia	Hudson	Oconomowoc	Union Grove
Cedarburg			Van Dyne
Chippewa Falls	Jackson		
Columbus	Jefferson	Omro	Watertown
	Juneau	Parkside	Waupaca
Delavan	Kaukauna		Waupun
De Pere	Kewaunee	Pewaukee	West Bend
Ellsworth		Port Washington	Whitewater
Evansville	Lake Geneva		Williams Bay
	Little Chute		Winneconn
	Richmond	Wrightstown	

3. RESIDENCE SERVICES APPLICATION OF RATES

A. APPLICATION OF RATES

Service is classified and charged for as Residence Service when the primary use is of a social or domestic nature or when a residence directory listing is furnished and where the business use, if any, is merely incidental.

When it is determined that a Customer with Residence Service is using the service in such a manner that it should be classified and charged for as Business Service under the above provisions, the Company will discontinue the service of such Customer in the event the Customer refuses to permit the service to be classified as Business Service and pay the applicable Business Service rates.

4. DORMITORY COMMUNICATIONS SERVICE

A. Description

Dormitory Communications Service is offered subject to the availability of facilities and where, in the judgment of the Company, that service may be provided by the use of service arrangements, equipment and facilities in quantities and types regularly furnished by the Company.

Dormitory Communications Service (DCS) is available to accredited public and private educational institutions as listed in B following, for residential use by students, faculty members or employees who reside in dormitories or other residential quarters owned, leased, or under control of the educational institution.

The rates and charges specified for Dormitory Communications Service do not include directory listings in the residence section of the directory of the Company. With the consent of the educational institution, directory listings for Dormitory Communications Service are furnished at the same rate specified for Residence Additional Directory Listings.

4. DORMITORY COMMUNICATIONS SERVICE (Cont'd)

B. REGULATIONS

1. Provision of Service

Dormitory Communications Service is furnished from Central Office equipment located on Company premises and associated facilities arranged to provide the equivalent of Residence Basic Exchange Service. Dormitory Communications Service will be furnished to the following customers:

Maranatha Baptist Bible College - Watertown
Northwestern College - Watertown

Dormitory Communications Service is furnished to the listed educational institution upon the condition that use of the service shall not be made subject to any charge by the educational institution in excess of the charges for Dormitory Communications Service as specified in this guidebook.

2. Temporary Suspension of Service

Dormitory Communications Service lines may be temporarily suspended, at the educational institution's request, subject to the terms and conditions specified for the temporary suspension of Residence Service in the guidebook of the Company.

3. Disconnection of Service

The educational institution shall agree to render prompt assistance to the company in the collection of charges billed to the occupant(s) when such assistance is requested by the Company.

The Company may deny or disconnect a Dormitory Communications Service line subject to the terms and conditions specified for denial or disconnection of Residence Service in the guidebook of the Company. Service which is so denied or disconnected is subject to the charges specified in the guidebooks of the Company for Restoral of Service.

4. DORMITORY COMMUNICATIONS SERVICE (Cont'd)

C. RATES AND CHARGES

The educational institution is responsible for payment of all recurring and non-recurring charges for the Dormitory Communications Service Network Access Lines.

The occupant(s) of the premises served by the Dormitory Communications Service Network Access Line is responsible for local and long distance message usage and Information charges, as specified in other parts of the guidebook, on the Dormitory Communications Service line. The billing for these charges shall be rendered to the occupant(s) of the premises served by the Dormitory Communications Service line.

Business Service rates in Part 3 Section 1 of this guidebook apply to Installation, Maintenance and Change charges.

Residence Service rates apply to Network Access Lines and local messages in this section of the guidebook.

Dormitory Communications Service calls to Information are subject to the terms and conditions specified for Basic Exchange Service in other sections of this guidebook.

5. RESIDENCE NETWORK ACCESS LINES**A. RATES AND CHARGES**Description /Billing Code/

Residence Message Rate Primary Access Line /RVG/

Residence Message Rate Non-Primary Access Line /AHR/

Dormitory Communications Service Message Rate Access Line /RVV/

DCS Student Usage Billing - Used with RVV Access Line /RVZ/

Rate Group	RVG/RVV Rate ^{1, 2}	AHR ^{1, 2}	
A	\$34.00	\$34.00	(l)
B	34.00	34.00	
C	34.00	34.00	(l)

/1/ As of February 19, 2009, the Technology for Educational Achievement in Wisconsin (TEACH), UW-System, and DPI BadgerLink universal service fund programs surcharge was removed from access lines rates.

/2/ In addition to the above rates, a Cost Recovery Charge as posted in this Guidebook will apply.

6. RESIDENCE SERVICES LOCAL MESSAGES

On multi-line accounts, Local Messages will be counted and billed on a per account basis.

Rate Group	Rate Per Message
1 - 60 messages	\$0.00
61 - 150 messages	0.00
151 - 300 messages ¹	0.00
301 - 400 messages ¹	0.00
401 - 1,200 messages ¹	0.00
1,200+ messages	0.00

Local Message Charges are applicable to completed local calls made within the customer's Basic Exchange or Extended Area Service Areas as specified in Section 1 preceding.

Local Message Charges do not apply to the following local calls:

- Calls starting with "0"
- Calls ending in a busy signal or intercept announcement
- Calls to Directory Assistance
- Calls to numbers designed to provide free inbound calling such as 9-1-1 Emergency Service and 800 Service

7. RESIDENCE SERVICES EXTENDED COMMUNITY CALLING (ECC) LOCAL MESSAGE RATES

Description	Rate Per Minute
Per minute or fraction thereof	\$0.010

NOTE 1: See Residence Services Usage Assistance Credit in Part 4, Section 4 of this Guidebook.

8. BUSINESS SERVICES APPLICATION OF RATES

A. APPLICATION OF RATES

Basic Exchange Service is classified and charged for as Business Service at all locations where the use is primarily or substantially of a business, professional, institutional or occupational nature, or where business directory listings are furnished.

9. SHARED TENANT SERVICE (STS)

A. DESCRIPTION

Shared Tenant Service (STS) is a shared service arrangement which allows a Business Customer to share Business Basic Exchange Service with individuals, firms, or corporations located within the STS Customer's Premises. It may not be used in combination with nonshared Business Service nor with Public or Semi-public Communications services.

B. REGULATIONS

1. Application for Service

A Customer must inform the Company of his/her intent to be an STS Customer. Application for STS and for changes in STS must be made by the STS Customer. The STS Customer is responsible for payment of all charges incurred under STS.

2. Customer's Premises

Customer's Premises is the space occupied by the Customer in a single building or group of buildings that are on a continuous plot of ground which is not divided by a public highway or a natural division (e.g., a river, lake, etc.). Public highways are all public ways and thoroughfares and bridges on the same. They include the entire width between the boundary lines of every way open to the use of the public as a matter of right for the purposes of vehicular travel. It includes those roads or driveways in the state, county, or municipal parks and in state forests which have been opened to the use of the public for the purpose of vehicular travel and roads or driveways upon the grounds of institutions under the jurisdiction of the county board of supervisors. They do not include private roads or driveways, which are every way or place in private ownership and used for vehicular travel only by the owner and those having express or implied permission from the owner and every road or driveway upon the grounds of public institutions other than those under the jurisdiction of the county board of supervisors.

9. SHARED TENANT SERVICE (STS) (Cont'd)

B. REGULATIONS (Cont'd)

3. Provision of Service

STS will be offered only on Continuous Property and may not be extended beyond the Customer's Premises. An STS Customer may offer STS only to occupants of the STS Customer's Premises and not to members of the general public. Off-Premises Extensions may be provided for the use of the STS Customer's end users as outlined in 6) following.

4. Other Customers

Customers residing within the STS Customer's Premises must have the option of obtaining service directly from the Company.

5. Directory Listings

Directory Listings will be provided in accordance with the regulations of the Directory Listings section of this guidebook.

6. Off-Premises Extensions

Off-Premises Extensions may be provided for the use of the STS Customer's end users to connect the end user to other non-STS locations where the end user has existing service. Off-Premises Extensions may not be used to connect two or more STS locations. The STS Customer must provide certification that the end user has service in both locations and that the Off-Premises Extensions will be used exclusively by the end user for its own telecommunications needs. BELL Channel Service type 2005 channel regulations and rates apply for the provision of these Off-Premises Extensions. See Part 15, Section 2.

C. RATES AND CHARGES

Installation, Maintenance and Change Service Charges for STS are the same as outlined for Business Service in Part 3, Section 1, of this guidebook.

Rates for Business Network Access Lines or Business Trunks as outlined in 10 following.

Rates for Local Messages as outlined in 11 following.

BUSINESS SERVICES NETWORK ACCESS LINES**A. RATES AND CHARGES**

<u>Description /Billing Code/</u>	<u>Rate Group</u>	<u>Monthly Price</u>
Business Access Line ^{1,2} /1MB/	A B C	\$411.00 (I)
STS Business Access Line ^{1,2} /JR2/	A B C	411.00 (I)
Business Trunk - Type I ² /TMB/	A B C	411.00 (I)
Business Trunk - Type II ² /TWN/	A B C	411.00 (I)
STS Business Trunk - Type I ² /SM3/	A B C	411.00 (I)
STS Business Trunk - Type II ² /TWS/	A B C	411.00 (I)

/1/ As of February 19, 2009, the Technology for Educational Achievement in Wisconsin (TEACH), UW-System, and DPI BadgerLink universal service fund programs surcharge was removed from access lines rates.

/2/ Loop start is standard on all Central Office lines and trunks (Type I and Type II). Ground start is optional.

BUSINESS SERVICES LOCAL MESSAGE PACKAGES AND LOCAL MESSAGES**B. RATE APPLICATION**

a. The following rates will apply to Business Customers.

<u>Description /Billing Code/</u>	<u>Rate</u>	
75 Business Local Message Package(Line or Trunk) /UPPO7/		
- Monthly Recurring Charge	\$125.50	(l)
- Additional Local Messages	1.73	(l)
Local Messages (Zero Business Local Message Package) /UPPO3/, STS, Centrex and ISDN Services	1.73	(l)

11. BUSINESS SERVICES LOCAL MESSAGE PACKAGES AND LOCAL MESSAGES (Cont'd)

B. RATE APPLICATION (Cont'd)

Business Local Message Volume Discount

- c. Charges for Business Local Message Packages and Local Messages are determined for each billing account on the basis of the Business Local Message Package rate and the per message local message rate, the number of Local Messages accumulated for the billing account during the account billing period, and the percentage discounts shown in d. following. A billing account consists of charges to a customer for service at a single premises accumulated to a telephone number within the billing system of the Company. Where a customer is rendered more than one bill for service at the same premises, each bill rendered represents a separate billing account and each account is treated separately for application of the volume discount. Where a customer is rendered a single bill for service at two or more premises, such bill represents an accumulation of a number of billing accounts, each of which is treated separately for application of the volume discount. The percent discount stated at each level of message charges applies independently to charges at that level and not to cumulative charges.
- d. Percentage Discounts - Business customers with 1 to 3 Business Access Lines (as identified in preceding Paragraph 11.B.a).¹

<u>Message Charges</u>	<u>Percent Discount</u>
First \$ 100.00 (0 - \$ 100.00)	0
Next 400.00 (100.01 - 500.00)	0
Next 500.00 (500.01 - 1,000.00)	0
Over 1,000.00	0

NOTE 1: ALL Local Messages for customers with STS, Centrex and ISDN Services, are rated at \$.15 per message, and message volume discounts do not apply.

BUSINESS SERVICES EXTENDED COMMUNITY CALLING (ECC) LOCAL MESSAGE RATES

<u>Description</u>	<u>Rate Per Minute</u>
Per Minute or fraction thereof	0.590(l)

/1/ (D)

/1/ Material now appears in Part 20 Section 4 on Original Sheet 86.

LOCAL/ECC SAVER PACK UNLIMITED**A. DESCRIPTION**

Local/ECC Saver Pack Unlimited is an optional calling plan that provides residence customers with a simplified local message pricing option. Local/ECC Saver Pack Unlimited consists of a single monthly rate for unlimited Extended Community Calling (ECC) calls per month.

B. TERMS AND CONDITIONS

The terms and conditions contained herein are specific to the service and are in addition to the regulations set forth in other portions of this guidebook.

1. Local/ECC Saver Pack Unlimited is only available to customers of Ameritech's residence local exchange service.
2. Local/ECC Saver Pack Unlimited is applicable to customer dialed station-to-station calls only. Operator handled calls are not included. (C)
3. Local/ECC Saver Pack Unlimited is applicable to ECC calls. Local/ECC Saver Pack is not applicable to intraLATA toll calls,
4. Local/ECC Saver Pack Unlimited is available on an account basis.
5. Effective December 19, 2006, Local/ECC Saver pack Unlimited will also be available a line level basis, only within a package.
6. Local/ECC Saver Pack Unlimited is not available on ISDN lines.
7. Service Charges are not applicable to establish or change Local/ECC Saver Pack Unlimited.

C. PRICES

1. Service Elements

Description /Billing Code/	Monthly Price for Unlimited Calls
Local Saver Pack Unlimited – account level /WBKUA/	\$2.00
Local Saver Pack Unlimited – line level with package /QRPLS/	2.00

14. AMERITECH ISDN LOCAL CALLING VALUE PLAN (AILCVP)

A. DESCRIPTION

The Ameritech ISDN Local Calling Value Plan (AILCVP) is a local usage billing alternative. AILCVP offers ISDN Circuit Switched Service customers an optional discount on local usage generated on specified Ameritech ISDN Direct Service, Centrex Service with ISDN or Ameritech ISDN Prime Service "B" Channels.

For a monthly price, AILCVP customers subscribe to a specified quantity of minutes-of-use (MOU), and receive a single per minute rate for voice and/or data "B" Channel usage on those channels comprising an Account Group. Minutes in excess of this quantity are billed at the selected Optional Usage Package (OUP) price. Packet usage is excluded from this plan.

B. DEFINITIONS

Account Group

Ameritech ISDN Direct Service, Centrex Service with ISDN, and Ameritech ISDN Prime Service "B" Channels that are served by the same Central office, billed to a single billing account number and are identified by the customer under a single AILCVP individual contract.

Commitment Level

A specified quantity of minutes-of-use (MOU) for which the customer subscribes and is billed monthly. The Commitment Level is selected from those offered by the Company and is applicable each month through the duration of the contract.

Commitment Term

Period selected by the Program Subscriber from those offered by the Company over which specified prices are paid. The Commitment Terms are available on a month-to-month basis or under twelve-month contractual agreements.

14. AMERITECH ISDN LOCAL CALLING VALUE PLAN (AILCVP) (cont'd)

B. DEFINITIONS (cont'd)

Optional Usage Packages (OUP)

Minute of Use quantity levels with corresponding price options, which represent the subscriber's commitment under the plan.

Program Subscriber (Subscriber)

A person or entity who has elected to purchase a specified quantity of local ISDN "B" Channel usage for a specific length of time, through the signing of an AILCVP contract.

C. TERMS AND CONDITIONS

1. AILCVP is available to all Ameritech ISDN Direct Service, Centrex Service with ISDN and Ameritech ISDN Prime Service "B" Channel customers on a month-to-month or contract basis. Prices are applicable per Account Group, and are distance and time-of-day insensitive.
2. AILCVP cannot be combined with any other local usage calling plan. The customer's selection of an AILCVP OUP is in lieu of all other Company discounts, including those automatically provided by the Company for this usage.
3. ISDN "B" Channels to be included in each AILCVP Account Group must be identified for each OUP option selection, at the time of commitment. "B" Channels added to or removed from established Account Groups will not alter the existing AILCVP contract terms.

14. AMERITECH ISDN LOCAL CALLING VALUE PLAN (AILCVP) (Cont'd)

C. TERMS AND CONDITIONS (Cont'd)

4. Minutes of Use in excess of OUP Commitment Level will be billed at the elected OUP per minute price. Minutes in excess are determined by identifying the difference between the Commitment Level MOU quantity and the accumulated monthly minutes of use associated with the ISDN "B" channels identified in the Account Group. Only one OUP may be selected per Account Group.
5. AILCVP Subscribers may initiate a move to a higher OUP level without penalty by signing a new agreement for an equal or longer Commitment Term. No credit toward the new OUP will be given for that portion of the former OUP which has been utilized.
6. The new payment period begins on the first bill date after the request is received.
7. Prices are not retroactive.
8. ISDN "B" Channel(s) can be relocated (where facilities permit as determined by the Company) anywhere within the same central office serving area without affecting the AILCVP Account Group, within the constraints defined above.
9. An OUP must be selected for each AILCVP Account Group established based upon the customer's predetermined estimated monthly voice and/or data usage and the selected Commitment Term.
10. In any month where the actual Account Group OUP usage is less than the Commitment Level, the customer will be billed for the full OUP Commitment Level minutes of use.

14. AMERITECH ISDN LOCAL CALLING VALUE PLAN (AILCVP) (Cont'd)

C. TERMS AND CONDITIONS (Cont'd)

11. Minimum Revenue Guarantee (MRG) is a guarantee by the subscriber to pay for a minimum amount of AILCVP usage (per OUP selected) each month through the duration of the Commitment Term. The MRG is equal to the applicable selected OUP price times the Commitment Level MOU, times the number of months remaining in the Commitment Term.

The MRG applies to each AILCVP Account Group.

Where Subscribers have aggregated usage billing (multiple billing accounts on a single bill), the same MRG will apply, individually, to each billing account.

14. AMERITECH ISDN LOCAL CALLING VALUE PLAN (AILCVP) (Cont'd)

D. PRICES

The following Optional Usage Packages (OUP's) are available to Program Subscribers.

1. Service Elements

Optional Usage Package ¹	Commitment Level MOU	Commitment Term	
		Month to Month	12 Month
Option 1	2,500	\$ 28.50	\$ 24.00
Option 2	5,000	55.00	46.00
Option 3	7,500	81.00	67.50
Option 4	10,000	105.00	85.00
Option 5	12,500	127.50	102.50

Minutes of use exceeding the quantities included in the above Commitment Level MOU Options will be billed at the following per minute prices:

Optional Usage Package	Commitment Level MOU	Commitment Term	
		Month to Month	12 Month
Option 1	2,500	\$0.0114	\$0.0096
Option 2	5,000	0.0110	0.0092
Option 3	7,500	0.0108	0.0090
Option 4	10,000	0.0105	0.0085
Option 5	12,500	0.0102	0.0082

NOTE 1: A Record Order Charge as specified in Part 3, Section 1 of this guidebook will apply to each subscriber who requests a change in the Commitment Level and/or Term.

14. AMERITECH ISDN LOCAL CALLING VALUE PLAN (AILCVP) (Cont'd)
D. PRICES (Cont'd)

2. Termination Charges

If the subscriber terminates an AILCVP contract prior to the expiration of the elected Commitment Term, the subscriber is responsible for payment of the termination charges as shown below:

Commitment Term	Termination Charges
Month-to-Month	Not Applicable
12 Months	6 months of MRG payment or 60% of the remaining amount due, whichever is less

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COMPLETELINK® 2.0

A. DESCRIPTION

CompleteLink® 2.0 is an optional access and usage volume discount plan that provides business customers monthly discounts on selected eligible business services based on the customer's Minimum Annual Revenue Commitment (MARC). CompleteLink® 2.0 also provides a discounted rate on business local exchange access lines and on local toll calls. CompleteLink® 2.0 requires AT&T Wisconsin local access and local usage.

B. DEFINITIONS

Contributory Services

Those services whose revenue is counted towards achievement of the customers selected MARC.

Eligible Services

Those services that are eligible for discounts based on achievement of a specified MARC.

Minimum Annual Revenue Commitment (MARC)

The minimum annual revenue commitment that the customer must commit to, per year, in order to receive the volume discount.

COMPLETELINK® 2.0 (Cont'd)**C. TERMS AND CONDITIONS**

1. A customer may subscribe to multiple CompleteLink® 2.0 agreements at the same time, as further defined in C.21 following, but a telephone number may only be included under one CompleteLink® 2.0 plan. See C.21 following for additional information.
2. CompleteLink® 2.0 is limited to a maximum of 250 statewide BTN's (Billed Telephone Numbers) billed to the customer of record. For agreements established on or after October 1, 2009, CompleteLink® 2.0 will be limited to a maximum of 1,000 BTN's per agreement, in total billed to the customer of record.
3. CompleteLink® 2.0 discounts are not available on any local toll optional calling plans or eligible business services with existing term discounts except as noted elsewhere within this product guidebook.
4. CompleteLink® 2.0 is offered under a one year, two year, three year^{/2/}, or five year^{/1/} term. Customers must select one of the offered MARC levels and must sign a Confirmation of Service Order to indicate their selections. A customer may increase their MARC level at any time without assessment of early termination charges. To increase a MARC, the customer must also commit to a new term. A decrease of the MARC level during the term is deemed to be a termination of the service and early termination charges as described in E. TERMINATION CHARGES and CREDIT ALLOWANCES below, are applicable unless the customer qualifies for a Business Downturn MARC Downgrade as defined in E. TERMINATION CHARGES and CREDIT ALLOWANCES below.
5. The customer must meet or exceed the selected MARC at the end of each 12-months of the term plan. If the customer fails to meet or exceed the MARC in any year of the customer's term, the customer will be billed a Shortfall which is the difference between the MARC and the actual billings for the Contributory Services, excluding taxes and surcharges. (C)
6. The customer's term commitment commences the day after the CompleteLink® 2.0 service is provided by the Company. The date provided shall be the date the service order is completed in the Company's billing system. MARC revenue is the sum total of the customer's annual billings on all included business accounts for services specified as Contributory in the CompleteLink® 2.0 guidebook.

/1/ For new agreements established on or after October 10, 2012 the five year term agreement will no longer be available.

/2/ For new agreements established on or after October 3, 2103 the three year term agreement will no longer be available.

COMPLETELINK® 2.0 (Cont'd)

(C)

C. TERMS AND CONDITIONS (Cont'd)

7. Services contributing towards the MARC ("Contributory" services) include all of the Company's regulated services, (unless herein excluded) including services regulated by the Federal Communications Commission (FCC). FCC regulated services may be considered "Contributory" but will not be "Eligible" for any CompleteLink® 2.0 discounts. The customer may also include as Contributory, services provided in other states where an AT&T ILEC provides local exchange service and where the CompleteLink® 2.0 plan is also available.

8. Revenue from the following services are not included as Contributory Services or counted towards the achievement of the MARC:

End User common Line (EUCL) surcharges, EUCL offset charges, Enhanced 9-1-1 (E911) surcharges, Handicap surcharges, Primary Interexchange Carrier (PIC) charges, Local Number Portability (LNP) charges, Infrastructure Maintenance Fees (IMF), Universal Service Fund (USF) surcharges, Federal & State Line Port charges.

Additionally any charges for services provided by the Company's affiliates (other than an AT&T Incumbent Local Exchange Carrier), any charges for services provided by other service providers and billed on behalf of that other service provider, and any other tax or charge imposed by local, state, or federal government entity are excluded.

9. There is no non-recurring service charge or set-up charge to establish a CompleteLink® 2.0 plan. Guidebooked recurring and non-recurring charges will apply for the installation and use of any newly installed CompleteLink® 2.0 contributory or eligible services, with exceptions as noted elsewhere within this product guidebook.
10. With the exception of local exchange access service and local usage services, CompleteLink® 2.0 customers are not required to purchase any of the MARC Contributory Services.
11. Additional discounts will not apply to the eligible CompleteLink® 2.0 products, except as contained within this guidebook or promotional offers but will apply to DTS-E service, Centrex, FeatureLink and local service components of Access Advantage Plus, where term rates may apply along with the CompleteLink® 2.0 discounts.

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/1/ Additional discounts will continue to apply to DS1 and PRI (Primary Rate Interface) services included in agreements signed prior to July 28, 2006, where term rates apply.

COMPLETELINK® 2.0 (Cont'd)

(C)

C. TERMS AND CONDITIONS (Cont'd)

(C)

12. Eligible Win and Winback customers will receive a waiver of normally applicable service order and line connection non-recurring charges (NRC's) associated with local exchange access lines and/or vertical services ordered at the time of the initial subscription to a CompleteLink® 2.0 agreement. Standard NRC's will apply to lines and features added after the initial CompleteLink® 2.0 order. Win and Winback customers include business customers who have their local exchange access line service with another competitive local exchange carrier within the AT&T Illinois, AT&T Indiana, AT&T Michigan, AT&T Ohio, or AT&T Wisconsin service area and who now wish to establish their local exchange access line service with the Company.
13. Win and Winback business customers who establish service with the Company and subscribe to a CompleteLink® 2.0 agreement will receive an accelerated discount that is calculated as a percentage of their agreed upon MARC and will be applied as a credit to their bill. The accelerated discounts will be applied upon subscription to CompleteLink® 2.0 and yearly (for terms exceeding one year) thereafter, according to the schedule below. Accelerated discounts are determined based upon win/winback services only and may not be determined based on existing services. When a CompleteLink® 2.0 agreement consists of both existing services and win/winback services, the win/winback services will not be eligible to receive any accelerated discounts.

Win and Winback customers who establish a CompleteLink® 2.0 agreement and later upgrade to a new term length and/or MARC level, or terminate their CompleteLink® 2.0 agreement prior to its expiration date, will forego any accelerated discounts not yet received. Customers who upgrade will retain any accelerated discounts already received and will not receive any yearly accelerated discounts based on their original CompleteLink® 2.0 term.

COMPLETELINK® 2.0 (Cont'd)**C. TERMS AND CONDITIONS (Cont'd)**

13. (Cont'd)

Accelerated Discount Schedule

	<u>1 Year Term</u>^{/2/}	<u>2 Year Term</u>	<u>3 Year Term</u>^{/3/}	<u>5 Year Term</u>^{/1/} (C)
Upfront Discount	5%	15%	20%	25%
1st Year Accelerated Discount	N/A	10%	10%	10%
2nd Year Accelerated Discount	N/A	N/A	5%	5%
3rd Year Accelerated Discount	N/A	N/A	N/A	5%
4th Year Accelerated Discount	N/A	N/A	N/A	5%

There is no 5th Year Accelerated Discount.

14. If the customer elects to discontinue the CompleteLink® 2.0 plan prior to the expiration of the term agreement, early termination charges as described in E. TERMINATION CHARGES and CREDIT ALLOWANCES below will apply.
15. Customers will be notified prior to the term expiration date of their CompleteLink® 2.0 agreement. If a customer does not commit to a new term plan or an alternate plan by the last date of the existing term plan, the customer's CompleteLink® 2.0 plan, discounts and rates will terminate and the customer's services will be billed at the prevailing guidebook rates.
16. A CompleteLink® 2.0 plan is not transferable to, or may not be assumed by, a customer or customers other than the customer of record.

/1/ For new agreements established on or after October 10, 2012 the five year term agreement will no longer be available.

/2/ For agreements established on or after January 1, 2013 the 1 year term agreement will no longer be available.

/3/ For new agreements established on or after October 3, 2013 the 3 year term agreement will no longer be available. (N)
(N)

COMPLETELINK® 2.0 (cont'd)**C. TERMS AND CONDITIONS (cont'd)**

17. MARC volume discounts are limited to the following eligible services:

Business Local Exchange Access Service

Business Trunks

Local Usage including Extended Community Calling^{/1/}

DID Service

DTS-E Service

Centrex

Local service components of Access Advantage Plus

Custom and Advanced Custom Calling Features, excluding Pay Per Use services^{/2//3/}

Remote Call Forwarding^{/2/}

Multi-Ring Service^{/2/}

Busy Line Transfer^{/2/}

Alternate Answering^{/2/}

Message Waiting Indication^{/2/}

FeatureLink Service

Local usage from "AILCVP" calling plan is not included as an eligible service.

Local and state additional charges, taxes and the End-User Common Line Charge are not volume discount eligible.

(C)

18. CompleteLink 2.0 Local Exchange Access Lines and Local Usage Rates are billed at the rates listed in D. PRICES below, before application of the MARC Volume Discount.

19. The jurisdiction of the main billing telephone number, selected by the customer, will dictate the jurisdiction of the governing guidebook for the CompleteLink 2.0 contract.

/1/ Additional discounts apply to these services. See D.2.A. and D.2.E under 'Other Applicable Discounts' following in this product guidebook.

/2/ Additional discounts apply to these services. See D.2.B. under 'Other Applicable Discounts' following in this product guidebook.

/3/ Effective October 31, 2012 Speed Calling 8 will not be provided for new business installations. Existing business customers may keep Speed Calling 8 until they move or make changes to their services or the service is withdrawn.

COMPLETELINK® 2.0 (Cont'd)**C. TERMS AND CONDITIONS (Cont'd)**

20. Save customers^{/1/ /2/}, those who have received a competitive offer and are considering switching their business exchange access service to another carrier (proof of competitive offer may be required), as well as Win and Winback customers are also eligible to receive the discounted Local Exchange Access Line Rates and Local Usage Rates as listed in D. PRICES below, before application of the MARC Volume Discount. (C)
21. Effective October 1, 2009, each business customer (not assumed name) will be limited to a maximum of only one standard agreement (available to all eligible business customers), one save^{/2/} agreement, and one win/winback agreement at any given time. This limitation applies for each business customer across all states where an AT&T ILEC provides local exchange service and where the CompleteLink 2.0 plan is also available. Agreements established prior to this date will not be effected. (C)

/1/ For new agreements established between July 6, 2010 and October 9, 2012 these rates, with the exception of the rate listed in D.2.E following, are not applicable to Save customers.

/2/ Save rates no longer available for new agreements established on or after January 1, 2015. (N)

COMPLETELINK® 2.0 (Cont'd)**D. PRICES****1. Service Elements****A. % MARC Volume Discount on Eligible Services^{/1/}**

MARC	MAXIMUM ANNUAL DISCOUNT	1 Year	2 Years	3 Years ^{/5/}	5 Years ^{/4/}	(C)
\$1,200	\$240	2.0%	3.0%	4.0%	5.0%	
3,000	600	2.0%	3.0%	4.0%	5.0%	
7,000	1,080	3.0%	4.0%	5.0%	6.0%	
12,000	1,750	4.0%	5.0%	6.0%	7.0%	
18,000	2,450	4.0%	5.0%	6.0%	7.0%	
25,000	4,000	5.0%	6.0%	7.0%	8.0%	
35,000	6,000	5.0%	6.0%	7.0%	8.0%	
50,000	9,000	6.0%	7.0%	8.0%	9.0%	
75,000	12,500	7.0%	8.0%	9.0%	10.0%	
100,000	16,500	8.0%	9.0%	10.0%	11.0%	
125,000	22,000	8.0%	9.0%	10.0%	11.0%	
150,000	24,000	9.0%	10.0%	11.0%	12.0%	
200,000	32,500 ^{/3/}	10.0%	11.0%	12.0%	13.0%	
IntraLATA Toll Rates						
Per Minute ^{/2/}		\$0.055	\$0.054	\$0.053	\$0.052	
IntraLATA Toll Rates Per Minute						
– Win & Winback customers only ^{/2/}		\$0.054	\$0.049	\$0.048	\$0.047	

B. Local Exchange Access Line Rates – for agreements signed prior to 2/02/07

	1 Year	2 Years	3 Years ^{/5/}	5 Years ^{/4/}	(C)
Local Exchange Access Line Rates in all Rate Groups	\$17.60	\$17.20	\$16.80	\$16.80	

/1/ MARC Volume Discounts may not exceed the above listed Maximum Annual Discounts per plan, per year.

/2/ MARC Volume Discounts do not apply to the IntraLATA Toll rates quoted above.

/3/ This Maximum Annual Discount applies to agreements established on or after October 1, 2009.

/4/ For new agreements established on or after October 10, 2012 the 5 year term agreement will no longer be available.

/5/ For new agreements established on or after October 3, 2013 the 3 year term agreement will no longer be available. (N)
(N)

COMPLETELINK® 2.0 (Cont'd)**D. PRICES (Cont'd)****1. Service Elements (Cont'd)****B. Local Exchange Access Line Rates – for agreements signed between 2/02/07 and 9/30/09.**

	<u>All Term Periods</u>	<u>Save/Win/Winback only</u> <u>All Term Periods</u>
Local Exchange Access Line Rates in all Rate Groups	\$16.00	\$13.54

Local Exchange Access Line Rates – for agreements signed between 10/1/09 and 7/5/10.

	<u>All Term Periods</u>	<u>Save/Win/Winback only</u> <u>All Term Periods</u>
Local Exchange Access Line Rates in all Rate Groups	\$24.23	\$21.80

Local Exchange Access Lines – for agreements signed between 7/6/10 and 10/09/12.

	<u>All Term Periods</u>	<u>Win/Winback only</u> <u>All Term Periods</u>
Local Exchange Access Lines rates In all Rate Groups	\$24.23	\$21.80

B. Local Exchange Access Line Rates – for agreements signed between October 10, 2012 and October 2, 2013 local exchange access line rates will be \$22.00 in all access areas, for all term lengths and all agreement types.

Local Exchange Access Line Rates – for agreements signed on or after October 3, 2013 and prior to March 15, 2018 local exchange access line rates will be \$28.00 in all access areas, for all term lengths and all agreement types. (C) (C)

Local Exchange Access Line Rates – for agreements signed on or after March 15, 2018 local exchange access line rates will be \$33.00 in all access areas, for all term lengths and all agreement types. (N) (N)

C. Local Usage Message Service Rates – for Local Exchange Access Lines or Centrex only in agreements signed 2/02/07 and beyond. For accounts that include a combination of Exchange Access Lines and/or Centrex with ISDN PRI or PBX Trunks, see Section 2.E. below for applicable local usage discount.

	<u>All Rate Groups</u>	<u>All Term Periods</u>	<u>Save¹/Win/Winback only</u> <u>All Term Periods</u>
Local Usage Rates Per Call		\$0.11	\$0.065

/1/ For agreements established between July 6, 2010 and October 9, 2012 these rates are no longer available to Save customers.

/2/ Material now appears on Sheet 39.

COMPLETELINK® 2.0 (Cont'd)**D. PRICES (Cont'd)**

2. Other Applicable Discounts

- A. The following discount applies in agreements signed prior to 2/02/07 only: Customers will receive a 30% discount/message on the local message usage rate in addition to the applicable MARC Volume Discount. Customers who have received a competitive offer and are considering switching their local exchange access line service to another carrier (proof of competitive offer may be required) or those business customers who have their local exchange access line service with another competitive local exchange carrier within the AT&T Illinois, AT&T Indiana, AT&T Michigan, AT&T Ohio, or AT&T Wisconsin service area and who now wish to establish their local exchange access line service with the Company will receive a 50% discount/message on the local message usage rate in addition to the applicable MARC Volume Discount. /2/
- B. The Central Office Optional Features footnoted in C.17. above will receive a 40% discount in addition to the applicable MARC Volume Discount.
- C. Customer's selecting the Company's IntraLATA Toll service and who make interstate intraLATA calls will receive rates for these calls as per AT&T Interstate IntraLATA Toll ILEC Guidebook, Part 3, Section 4.
- D. Eligible Win and Winback customers subscribing to Caller ID and Caller ID With Name on an a la carte basis, independent of any other package or promotion, will receive both services at the discounted monthly price shown below. Eligible customers are those subscribing to CompleteLink® 2.0 as of August 14, 2006 or later. Caller ID and Caller ID With Name must be purchased together on one line, where central office facilities permit. The discounted monthly price is applicable for the duration of the selected CompleteLink® 2.0 term plan period. The Central Office Features Discount as described in Paragraph B., above, as well as the MARC Volume Discount are also applicable.

Win/Winback Caller ID/Caller ID With Name	\$2.00 per line, per month
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- E. The following discount applies to agreements signed as of 2/02/07 and beyond: Customers will receive a 30% discount on local usage message service charges in addition to the applicable MARC Volume Discount for ISDN PRI and PBX Trunk lines and the Extended Community Calling Plan as well as for accounts with a combination of Exchange Access Lines and/or Centrex with ISDN PRI or PBX Trunks. Save^{/1/}, Win, and Winback customers will receive a 60% discount on local usage message service charges in addition to the applicable MARC Volume Discount for ISDN PRI and PBX Trunk lines and the Extended Community Calling Plan as well as for accounts with a combination of Exchange Access Lines and/or Centrex with ISDN PRI or PBX Trunks.

/1/ Save rates no longer available for new agreements established on or after January 1, 2015.

/2/ Material moved from Sheet 38.

(N)

COMPLETELINK® 2.0 (Cont'd)**E. TERMINATION CHARGES and CREDIT ALLOWANCES****1. Early Termination Charges**

- A. Except as provided for elsewhere in this guidebook, customers terminating a CompleteLink® 2.0 plan prior to the expiration of the selected term period are subject to termination charges.

Termination charges are equal to 50% of the MARC multiplied by the number of years remaining in the customer's term period. For a partial year, if the partial year revenue is less than the MARC, the customer is liable for 50% of the difference between the MARC and the actual billed revenue.

- B. If a customer received accelerated discounts and terminates their CompleteLink® 2.0 agreement prior to expiration of their term, in addition to the early termination charges in E.1.A. above, an early termination charge will apply equal to 50% of the accelerated discount received in C.13. above, prorated by the number of remaining months in the contract.

EXAMPLE 1: A customer signed a \$12,000 MARC agreement with a three year term commitment and received an accelerated discount of \$2,400 upfront. If the customer terminates the CompleteLink® 2.0 agreement after 12 months the customer will be liable for remitting to the Company \$800 of the accelerated discount received, calculated as follows: $(\$2,400/36 \text{ total months}) \times 24 \text{ months remaining} = \$1,600 \times 50\% = \$800$.

EXAMPLE 2: If the customer terminates the CompleteLink® 2.0 agreement after month 18 the customer will be liable for remitting to the Company \$900 of the accelerated discount received, calculated as follows: $[\$2,400 \text{ upfront} + \$1,200 (10\% \text{ of the } \$12,000 \text{ MARC}/3 \text{ year term for their 1 year accelerated discount}) = \$3,600]/36 \text{ total months} \times 18 \text{ months remaining} = \$1,800 \times 50\% = \$900$

- C. Termination liability charges are not applicable if during the CompleteLink® 2.0 term period the customer converts to another Company access or usage plan with a term equal to or greater than the remaining CompleteLink® 2.0 plan, and a revenue commitment equal to or greater than the CompleteLink® 2.0 MARC.

If during the Term, an AT&T ILEC Service provided under a CompleteLink® Agreement is migrated to a qualifying AT&T Business Voice over IP (BVoIP) Service or to a qualifying AT&T Mobility Service (referred to collectively as the "Replacement Service"), then the Early Termination Charge associated with the Terminated ILEC Service will be waived provided:

- 1) the Terminated ILEC Service has been installed at the Customer site for no fewer than 3 months;
- 2) the term of the Replacement Service agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
- 3) the Replacement Service is installed or available at the same Customer sites as the Terminated ILEC Service;
- 4) the Replacement Service is contracted for in the same relative quantity(ies) as those Terminated ILEC Services being displaced, and
- 5) activation of the Replacement Service at the Customer sites or for Customer use such Customer Sites occurs within 90 days of termination of the ILEC Service at that site.

(N)

(N)

COMPLETELINK® 2.0 (Cont'd)**E. TERMINATION CHARGES and CREDIT ALLOWANCES (cont'd)****1. Early Termination Charges (cont'd)****C. (cont'd)**

In conjunction with a migration to a qualifying AT&T BVoIP or a qualifying AT&T Mobility Service as described above, customers may qualify for MARC Downgrade Allowance for Technology Upgrade as described in paragraph E.3, herein. In such cases, the following replacement services will be allowed, in addition to those listed in the applicable table under paragraph E.3:

<u>A</u>		<u>B</u>
Analog Trunks	to	BVoIP or Mobility
Measured or Flat Business Lines	to	BVoIP or Mobility

Additionally, for purposes of determining the lower MARC, the MARC on the new agreement will be reduced in direct proportion to the reduction in revenue associated with the migrated AT&T ILEC Services being provided to Customer under the qualifying AT&T BVoIP Service or AT&T Mobility Service contract.

It is at the Company's sole determination whether a product change satisfies these requirements.

(N)

(N)

D. Termination liability charges applicable for CompleteLink® 2.0 agreements will be offset by termination charges, if applicable, from other allowed agreements for any CompleteLink® 2.0 eligible service as a result of the same customer termination activity. Termination charges resulting from the charge-back of accelerated discounts received will not be offset by termination charges as a result of other allowed agreements for CompleteLink® 2.0 eligible services.

E. Customers who have terminated a CompleteLink® or a CompleteLink® 2.0 agreement for the purpose of establishing service with another carrier and who now return to the Company and sign a new CompleteLink® 2.0 agreement will receive a one-time waiver or refund of termination charges associated with early termination of their former CompleteLink® or CompleteLink® 2.0 agreement. The new term period and MARC must be greater than or equal to that of the terminated plan. Customers must not have had service disconnected for nonpayment, not have any past due bills for regulated service owed to the Company, and the "Bill Name" must be the same as on the prior Company account in order to qualify.

2. Service Guarantee

Within 90 days of subscribing to a CompleteLink® 2.0 agreement customers may cancel this service without incurring the termination liability charges specified in this guidebook. Any accelerated discounts received by the customer will be charged back to the customer. This preclusion of the termination liability does not apply to customers who terminate or convert from another Company toll, access, and/or usage commitment product for the purpose of subscribing to CompleteLink® 2.0.

3. MARC Downgrade Allowance for Technology Upgrade

Termination liability charges will not apply if during the term of the CompleteLink® 2.0 agreement the Customer disconnects one or more of the services which are specified under Column A below, and those services are contributory to their CompleteLink® 2.0 MARC, and replaces the service(s) with the Company service specified on the same line in Column B, and as a direct result of that replacement the Customer's annual spending on those services is reduced

COMPLETELINK® 2.0 (Cont'd)

E. TERMINATION CHARGES and CREDIT ALLOWANCES (cont'd)

3. MARC Downgrade Allowance for Technology Upgrade (cont'd)

(comparing customer's current spending on the removed services and the anticipated customer spending for the replacement services), and that reduction results in a 50% or greater difference between the customer's current MARC and the next lower MARC, at the Customer's option and request, the Customer may terminate the existing CompleteLink® 2.0 agreement without termination liability provided: a) the Customer enters into a new CompleteLink® 2.0 service agreement for a term period which is equal to or greater than the time remaining on their current agreement, and b) the MARC on the new agreement is the next lower MARC.

This waiver of charges as a result of replacing Column A contributory services with the associated Column B contributory service will be allowed only once per Customer, per agreement term. CompleteLink® 2.0 \$1,200 MARC service agreements are specifically not eligible.¹

For purposes of the waiver, "as a direct result" means that the newly installed product(s) must be installed at the same customer service location(s) and in the same relative quantity(ies) as those being displaced. It is at the Company's sole determination whether a product change satisfies the requirements for waiver of the termination liability under this provision.

<u>A</u>		<u>B</u>
Analog Trunks	to	ISDN Prime, DS1, DS3, SONET, or GigaMAN
ADTS-E	to	ISDN Prime
Centrex Service (CS)		
Basic Lines	to	CS Electronic Key, ISDN Direct, or Internet Protocol Lines
FeatureLink	to	CS
Grandfathered Centrex	to	CS
Measured or Flat Business Lines	to	CS, ISDN Prime, DS1, DS3, SONET, GigaMAN, or FeatureLink
DS0 or ISDN Direct	to	DS1, DS3, SONET, or GigaMAN
DS1	to	DS3, SONET, GigaMAN
DS3	to	SONET or GigaMAN

NOTE 1: CompleteLink 2.0 \$3,000 MARC service agreements signed prior to July 28, 2006 are, also, not wavier eligible.

COMPLETELINK® 2.0 (Cont'd)

- E. TERMINATION CHARGES and CREDIT ALLOWANCES (Cont'd)
3. MARC Downgrade Allowance for Technology Upgrade (Cont'd)

The following is stated as a matter of convenience and not intended to imply that the list above is not inclusive. In no event will the following product changes satisfy the conditions required for termination without liability under this provision.

Centrex (any type)	to	PBX
Centrex (any type)	to	ISDN Prime

Example: Customer has a CompleteLink® 2.0 \$25,000 MARC, 3-year agreement, with 18 months remaining. MARC attainment in current year is 60%. A customer replaces its Analog Trunks to ISDN Prime, which would result in an annual spending reduction of \$4,000 from what was spent for the Analog Trunks. At the time of the new contract, the CompleteLink® 2.0 guidebook reflects the next lower MARC to be \$18,000, so the customer may terminate its \$25,000 MARC agreement without liability if it enters into a new 2-year (24 month) CompleteLink® 2.0 agreement at the \$18,000 MARC. The applicable discount will be that available with the \$18,000 commitment level.

This MARC Downgrade waiver described above only applies to the termination charges applicable to the CompleteLink® 2.0 agreement. Termination charges may apply on those services being disconnected, and the application of those termination charges are not affected by this waiver. All applicable recurring and non-recurring charges apply to the installation and removal of services. Products and services are subscribed to separately and not as a part of the CompleteLink® 2.0 subscription. As a result of selecting a reduced MARC level, discounts provided under the new CompleteLink® 2.0 agreement may be less than those received under the higher MARC agreement (discounts for the new agreement will be those applicable to the new MARC level under the CompleteLink® 2.0 guidebook in effect at the time the new contract is executed). The 90-day service guarantee described in E.2. above does not apply to the new agreement.

COMPLETELINK® 2.0 (Cont'd)

E. TERMINATION CHARGES AND CREDIT ALLOWANCES (Cont'd)

4. Business Downturn MARC Downgrade

For purposes of this product offer, the term "Business Downturn" is hereby defined to mean an unplanned, measurable change in business conditions affecting the customer's business that is outside of the customer's control and that materially and negatively affects the customer's need for the level of Company services which contribute to the MARC hereunder. The customer specifically acknowledges that the transfer or substitution of the contributory services to another provider during the term hereof does not qualify as business downturn.

This provision may be invoked by the customer no earlier than after the end of the first year for a two or three year agreement or after the end of the second year for a five year agreement. To invoke this provision, the customer must provide in writing to the Company the facts which support its request for Business Downturn consideration, and the Company will solely determine whether the customer's business conditions satisfy the definition of "Business Downturn".

Upon the Company's determination that a Business Downturn has occurred, the customer and the Company shall then negotiate in good faith an appropriate and commercially reasonable change to the customer's commitments hereunder. Examples of appropriate and commercially reasonable changes include (but are not limited to) a modification to the term and/or MARC. The Parties shall continue performance under this Agreement while they are in negotiations. If no agreement can be reached regarding a change to the customer's commitments, then the rates, MARC, terms and conditions of this Agreement shall remain in effect for its Term. The customer may invoke this provision only once during the term of this Agreement.

(D) /1/

/1/ Material now appears in Part 20 Section 4 on Sheet 87.

(N)

(D) /1/

/1/ Material now appears in Part 20 Section 4 on Sheet 88.

(N)

(D) //1/

/1/ Material now appears in Part 20 Section 4 on Sheet 89.

(N)