

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.162 Contract Offer No. 162 - Access Service Offer

41.162.1 General Description

The Special Access Service Offer (Contract Offer No. 162) is a plan for which concurrent subscription is required to this Contract Offer and the following additional contract offers: Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, Contract Offer No. 21; Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Contract Offer No. 149; The Southern New England Telephone (SNET) Tariff F.C.C. No. 39, Contract Offer No. 43; Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Contract Offer No. 185; and BellSouth Telecommunications, Inc. (BellSouth) Tariff F.C.C. No. 1, Contract Offer No. 62 (the "Concurrently Subscribed Contract Offers"). NBTC, PBTC, SNET, SWBT, Ameritech, and BellSouth are identified herein as the "Qualified Companies."

Contract Offer No. 162 requires eligible customers to satisfy a Minimum Annual Revenue Commitment (MARC), applicable collectively to all of the Concurrently Subscribed Contract Offers, during each Term Year of the Contract Term. Revenue included in the MARC consists of recurring revenue from all MARC-Eligible Services (as defined in Section 41.162.2 of this Contract Offer) and from MARC-eligible services provided under the other Concurrently Subscribed Contract Offers.

Contract Offer No. 162 will be available for subscription only from March xx, 2009 through April xx 2009. This Contract Offer is not renewable.

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(x) Issued under the authority of Special Permission No. 09-xxx of the F.C.C.

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41. Pricing Flexibility Contract Offerings (Cont'd)

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41.162 Contract Offer No. 162 - Access Service Offer (Cont'd)41.162.3 Eligibility Criteria

The Customer must satisfy the following Eligibility Criteria to qualify for this Contract Offer:

- (A) Contract Offer No. 162 is available for special access services for which the Telephone Company has been granted pricing flexibility, and which are located in MSAs for which the Telephone Company has been granted pricing flexibility, as listed in SWBT Tariff F.C.C. No. 73, Section 39. During the Term Period (as defined in Section 41.162.4(B)), if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 39 at the time of subscription, the Customer may, at its option, include Subject Services eligible for the calculation of credits under this Contract Offer.
- (B) The MARC-Eligible Services must be located within the "Operating Territory" of the Telephone Company, as described in SWBT Tariff F.C.C. No. 73, Section 15 (Operating Territory);
- (C) The Customer must concurrently subscribe to this Contract Offer and the following additional contract offers:
- NBTC Tariff F.C.C. No. 1, Contract Offer No. 21;
 - PBTC Tariff F.C.C. No. 1, Contract Offer No. 149;
 - SNET Tariff F.C.C. No. 39, Contract Offer No. 43;
 - Ameritech Tariff F.C.C. No. 2, Contract Offer No. 185; and
 - BellSouth Tariff F.C.C. No. 1, Contract Offer No. 62.

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41.162.4 Terms and Conditions

The following Terms and Conditions apply to this Contract Offer No. 162:

(A) Subscription

To subscribe to Contract Offer No. 162, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company. The LOS must list all Access Customer Name Abbreviations (ACNAs) that the Customer designates for inclusion in this Contract Offer ("Eligible ACNAs"). Services ordered or purchased under ACNAs that are not Eligible ACNAs may not be transferred to, or converted to, or otherwise included in this Contract Offer.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.162 Contract Offer No. 162 - Access Service Offer (Cont'd)

41.162.4 Terms and Conditions (Cont'd)

(F) This Contract Offer No. 162 will be available for subscription only from March xx, 2009 through April xx, 2009.

(G) Subject Services may not be purchased pursuant to: (i) any discount or credit plans or offerings based on revenue or purchase volume commitments; (ii) any pricing flexibility contract offers; or (iii) any of the following: Managed Value Plan (MVP) Ameritech Tariff FCC 2 Section 19, SWBT Tariff FCC 73 Section 38, and PBTC Tariff FCC 1 Section 22; Area Commitment Plan (ACP) BellSouth Tariff FCC 1 Section 2.4.8 (B); Transport Advantage Plan (TAP) BellSouth Tariff FCC 1 Section 2.4.8 (H); and Fast Packet Savings Plan (FSP) BellSouth Tariff FCC 1 Section 2.4.8 (F), unless such other offering expressly (i) refers to this Contract Offer, and (ii) permits the application of such incentives, credit or discount, provided, however, that the Customer may purchase Subject Services pursuant to generally available tariffed term pricing plans, excluding those listed above.

(H) The Customer must pay all billed charges in full when they become due, excluding amounts properly disputed. The Telephone Company will provide the Customer written notice of any non-compliance. The Customer will have ten (10) business days from receipt of the written notice to comply. If the Customer fails to comply, such failure shall be deemed to be a material breach of this Contract Offer and the Contract Offer will be terminated. Termination liabilities as described in Section 41.162.9, below, will apply. Credits to be provided under this Contract Offer will not be issued unless and until the Customer has paid all billed charges, excluding amounts properly disputed, and unless the Customer is otherwise in material compliance with this Contract Offer.

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