ACCESS SERVICE

RATES, RULES AND CHARGES

Title Page and Pages 1 to 22-45, inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement No. 7 contains all changes from the original tariff that are in effect on the date hereof.

CHECK SHEET

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
Title	2nd	22.4	6th
1	228th*	23	Original
1.1	18th	24	Original
1.2	89th	25	1st
1.2.1	1st	26	Original
1.3	4th	27	Original
1.4	22nd	28	1st
1.5	59th	29	1st
1.5.1	11th	30	2nd
1.6	25th	31	1st
1.7	9th	1-1	Original
1.7.1	2nd	1-2	3rd
1.8	15th	2-1	2nd
1.9	54th	2-2	2nd
1.10	17th	2-3	1st
1.11	26th	2-4	3rd
1.12	36th	2-5	3rd
1.13	14th*	2-5.1	1st
1.14	3rd*	2-6	1st
2	1st	2-7	Original
3	1st	2-8	Original
4	2nd	2-9	Original
5	1st	2-10	Original
6	2nd	2-11	Original
7	3rd	2-12	1st
8	2nd	2-13	Original
9	Original	2-14	6th
10	6th	2-15	5th
11	Original	2-15.1	4th
12	1st	2-16	Original
13	1st	2-17	4th
14	Original	2-18	Original
15	2nd	2-19	Original
16	4th	2-20	Original
17	5th	2-21	Original
18	1st	2-22	Original
19	4th	2-23	Original
20	1st	2-24	Original
21	4th	2-25	Original
22	4th	2-26	Original
22.1	1st	2-27	Original
22.2	32nd*	2-28	Original
22.3	6th	2-29	Original

* New or Revised

(This page filed under Transmittal No. 241)

ACCESS SERVICE
RATES, RULES AND CHARGES
CHECK SHEET (Cont'd)

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
23-345	Original	25-5	2nd
23-346	Original	25-6	3rd
23-347	Original	25-7	2nd
23-348	Original	25-8	2nd
23-349	Original	25-9	2nd
23-350	Original	25-10	2nd
23-351	Original	25-11	2nd
23-352	Original	25-12	2nd
23-353	Original	25-13	2nd
23-354	Original	25-14	2nd
23-355	Original*	25-15	2nd
23-356	Original*	25-16	2nd
23-357	Original*	25-17	2nd
23-358	Original*	25-18	2nd
23-359	Original*	25-19	2nd
23-360	Original*	25-20	2nd
23-361	Original*	25-21	2nd
23-362	Original*	25-22	2nd
24-1	3rd	25-23	3rd
24-2	Original	25-24	3rd
24-3	Original	25-25	3rd
24-4	Original	25-26	3rd
24-5	1st	25-27	2nd
24-6	1st	26-1	3rd
24-7	1st	26-2	3rd
24-8	1st	26-3	2nd
24-9	1st	26-4	5th
24-10	Original	26-5	3rd
24-11	Original	26-5.1	2nd
24-12	1st	26-5.2	2nd
24-13	1st	26-5.3	2nd
24-14	1st	26-6	4th
24-15	1st	26-6.1	4th
24-15.1	Original	26-7	5th
24-16	2nd	26-14	2nd
24-16.1	Original	26-15	2nd
24-17	1st	26-16	4th
24-17.1	Original	26-17	2nd
24-17.2	Original	26-18	4th
24-17.3	Original	26-19	4th
24-17.4	Original	26-19.1	2nd
24-17.5	Original	26-20	3rd
24-17.6	Original	26-21	3rd
24-17.7	Original	26-22	5th
24-17.8	Original	26-22.1	2nd
24-17.9	Original	26-23	6th
24-17.10	Original	26-24	2nd
24-17.11	Original	26-25	3rd
24-17.12	Original	26-26	2nd
24-17.13	Original	27-1	4th
24-17.14	Original	27-2	3rd
24-18	2nd	27-3	2nd
24-19	1st	27-4	2nd
25-1	3rd	27-5	5th
25-2	3rd	27-5.1	2nd
25-3	3rd	27-5.2	2nd
25-4	3rd	27-5.3	2nd

ACCESS SERVICE
RATES, RULES AND CHARGES
CHECK SHEET (Cont'd)

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
27-5.4	2nd		
27-6	8th		
27-7	4th		
27-7.1	2nd		
27-8	5th		
27-9	3rd		
27-10	2nd		
27-11	2nd		
27-12	2nd		
27-13	4th		
27-14	8th		
27-14.1	2nd		
27-15	7th		
27-15.1	2nd		
27-16	8th		
27-17	4th		
27-18	5th		
28-1	3rd		
28-2	3rd		
28-3	1st		

ACCESS SERVICE
TABLE OF CONTENTS

		Page
23.	Pricing Flexibility Contract Offerings	23-1
23.1	Contract Offer No. 1 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer	23-1
23.2	Contract Offer No. 2 – Special Access Service Offer	23-30
23.3	Contract Offer No. 3 – Broadband Plan - Service Offer	23-58
23.4	Contract Offering No. 4 – 2005 Access Extension Offer	23-80
23.5	Contract Offering No. 5 – Access Discount Offer	23-103
23.6[1]		
23.7[1]		
23.8[1]		
23.9	Contract Offer No. 9 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer	23-155
23.10[1]		
23.11[1]		
23.12[1]		
23.13[1]		
23.14	Contract Offer No. 14– Price Flex MARC and Discount Freeze Option	23-205
23.15[1]		
23.16[1]		
23.17	Contract Offer No. 17 – Special Access Bundle Service Offer	23-223
23.18	Contract Offer No. 18 – DS3 Extension Bundle Service Offer	22-232
23.19	Contract Offer No. 19 – Access Service Offer	23-239
23.20	Contract Offer No. 20 – DS3 IOF Transport Bundle Service Offer	23-265
23.21	Contract Offer No. 21 – Access Service Offer	23-272
23.22	Contract Offering No. 22 – Access Advantage Plus Transport Service Extension	23-282
23.23	Contract Offering No. 23 – Access Advantage Plus Transport Service Extension	23-287
23.24	Contract Offer No. 24 – Access Service Offer	23-292
23.25	Contract Offer No. 25 – Special Access Wireless DS1 and DS3 Service Offer	23-319
23.26	Contract Offer No. 26 – Access Service Offer	23-327
23.27	Contract Offer 27 – DS1 Service Offer	23-351
23.28	Contract Offer No. 28 – Special Access Offer	23-355 (N)
24.	True IP to PSTN (TIPToP) Service	24-1
24.1	Service Description	24-2
24.2	Rate Regulations	24-15
24.3	Rates and Charges	24-18
25.	Reserved for Future Use	

[1] Material in this Section has been de-tariffed as required by the Commission upon use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. 07-180, released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.

ACCESS SERVICE

23. Pricing Flexibility Contract Offerings (N)

23.28 Contract Offer No. 28 – Special Access Offer (N)

23.28.1 General Description

This Special Access Service Offer (Contract Offer No. 28) is an access services plan for which concurrent subscription is required to this Contract Offer and the following Access Tariffs: The Southern New England Telephone Company(SNET) Tariff F.C.C. No. 39, Contract Offer No. 56; Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Contract Offer No. 161; BellSouth Telecommunications, LLC (BellSouth) Tariff F.C.C. No. 1, Contract Offer No. 78; Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Contract Offer No. 211, and Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73 Contract Offer No. 182 (collectively, with this Contract Offer No. 28, "Concurrently Subscribed Contract Offers"). Ameritech, PBTC, SNET, BellSouth and SWBT, with the Telephone Company, shall be identified herein as the "Qualified Companies." (Nx)

This Contract Offer permits Customers that meet the Eligibility Criteria in Section 23.28.3, and the Terms and Conditions in Section 23.28.4, to disconnect Subject Services, as defined in Section 23.28.2, without incurring termination liability charges. (N)

This Contract Offer is available for subscription from October 27, 2012 through November 27,2012. This Contract Offer is not renewable.

23.28.2 Subject Services

(A) Contract Offer No. 28 applies to pricing flexibility qualified access services contained in the following tariff sections (Subject Services):

(1) Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, Sections 7 and 22 – DS1 and DS3 High Capacity Service. (N)

x – Issued under the authority of Special Permission No. 12-034 of the F.C.C.

ACCESS SERVICE

23. Pricing Flexibility Contract Offerings (Cont'd) (N)

23.28 Contract Offer No. 28 – Special Access Offer (Cont'd)

23.28.2 Subject Services (Cont'd)

(B) Subject Services must be located in Metropolitan Statistical Areas (MSAs) for which the Telephone Company has been granted pricing flexibility relief as listed in NBTC Tariff F.C.C. No. 1, Section 22, and in the MSAs 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, the Customer may, at its option, include Subject Services in those MSAs in this Contract Offer.

Table A

MSA	
Reno	NV

(C) All terms and conditions for Subject Services are governed by their respective tariff sections, except as provided in this Contract Offer.

23.28.3 Eligibility Criteria

The following eligibility criteria must be met to subscribe to this Contract Offer No. 28 discounted rates: (N)

(A) Concurrently Subscribed Contract Offers. (Nx)
Customer must concurrently subscribe to the following Contract Offers:

PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 161;
SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 56;
BellSouth Tariff F.C.C. No. 1, Section 25, Contract Offer No. 78;
SWBT Tariff F.C.C. No. 73, Section 41, Contract Offer No. 182; and
Ameritech Tariff F.C.C. No. 2, Section 22, Contract Offer No. 211. (Nx)

x – Issued under the authority of Special Permission No. 12-034 of the F.C.C.

ACCESS SERVICE

23. Pricing Flexibility Contract Offerings (Cont'd) (N)

23.28 Contract Offer No. 28 – Special Access Offer (Cont'd)

23.28.3 Eligibility Criteria (Cont'd)

(B) During the month prior to the Customer's subscription to this Contract Offer, the Customer must have been operating no fewer than twenty-two thousand (22,000) and no more than twenty-seven thousand (27,000) cell sites, which must be activated and providing service within the operating territories of the Qualified Companies.. Such cell sites, together with any other cell sites for which Customer orders Subject Services at any time during the Term Period, are referred to in this Contract Offer as "Qualified Cell Sites."

(C) As of the time of the Customer's subscription to this Contract Offer, the Customer may not be purchasing interstate or intrastate special access services from the Telephone Company pursuant to any pricing flexibility contract offer, broadband services agreement, intrastate "ICB" contract or other individually negotiated tariff or agreement that includes any minimum volume or revenue commitment, other than the Concurrently Subscribed Contract Offers or any contract offer that will be terminated upon the Customer's subscription to Concurrently Subscribed Contract Offers.

(D) The Customer must be purchasing, as of the Subscription Date, no fewer than two hundred thousand (200,000) and no more than two hundred and twenty thousand (220,000) DS1 special access circuits from the Qualified Companies that terminate at Qualified Cell Sites.

(E) The Customer must be purchasing, as of the Subscription Date, no fewer than nineteen thousand (19,000) and no more than twenty thousand (20,000) DS3 special access circuits from the Qualified Companies that terminate at Qualified Cell Sites. (N)

ACCESS SERVICE

23. Pricing Flexibility Contract Offerings (Cont'd) (N)

23.28 Contract Offer No. 28 – Special Access Offer (Cont'd)

23.28.4 Terms and Conditions

(A) Term Period. The term of this Contract Offer (Term Period) shall be eighty-four (84) months, beginning on the date the Telephone Company receives a signed Letter of Subscription (LOS) from the Customer (the Subscription Date).

(B) To subscribe to this Contract Offer, the Customer must submit a signed Letter of Subscription (LOS) to the Telephone Company. The Customer must provide, at the time of subscription, all Access Customer Name Abbreviations (ACNAs) that the Customer designates for inclusion in this Contract Offer (Eligible ACNAs). Services ordered or purchased under other ACNAs may not be transferred to, or converted for inclusion under, this Contract Offer.

(C) Subject Services for which the Customer receives termination liability waivers or credits under this Contract Offer shall not receive similar termination liability waivers or credits under any other pricing flexibility contract offer, promotional offering, discount plan or other arrangement, unless expressly permitted by such other pricing flexibility contract offer or other arrangement.

(D) The Customer may not be subscribed to any volume or revenue plans under the NBTC Tariff F.C.C. No. 1.

(E) Commingling (as defined in NBTC Tariff F.C.C. No. 1, Section 2.6) of Subject Services provided pursuant to this Contract Offer No. 28 is prohibited.

(F) All traffic carried over Subject Services must originate or terminate at Mobile Switching Centers (MSCs) operated by, or on behalf of, the Customer. (N)

ACCESS SERVICE

23. Pricing Flexibility Contract Offerings (Cont'd) (N)

23.28 Contract Offer No. 28 – Special Access Offer (Cont'd)

23.28.4 Terms and Conditions (Cont'd)

(G) The Customer may disconnect DS1 Subject Services without termination liability charges, provided that the conditions set forth below have been met. If such termination liability charges are billed, the Telephone Company will issue credits to offset those charges in arrears, on a quarterly basis.

(1) The Subject Service must have been in service for at least twelve (12) months prior to termination.
(2) The Subject Service must have been replaced by Ethernet- based service[1] provided to the Customer by the Telephone Company at the same Qualified Cell Site, with Ethernet[1] bandwidth of no less than 5 Mbps per Customer cell site (Replacement Service).
(3) No lapse in billing may have occurred between the termination of the Subject Service and the installation of the Replacement Service.

(H) The Customer may qualify for credits to be applied against termination liability charges billed for terminated DS3 Subjects Services ("DS3 Credits"), provided that the following conditions have been met.

(1) The Subject Service must have been continuously in service since the Effective Date of this Contract Offer.

(2) The Subject Service must have been in service for at least twenty-four (24) months prior to termination.
(3) No lapse in billing may have occurred between the termination of the Subject Service and the installation of the Replacement Service.

[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)

ACCESS SERVICE

23. Pricing Flexibility Contract Offerings (Cont'd) (N)

23.28 Contract Offer No. 28 – Special Access Offer (Cont'd)

23.28.4 Terms and Conditions (Cont'd)

(I) The Telephone Company will calculate and issue (when applicable) DS3 Credits for each three (3) month period during the Term Period, beginning from the Subscription Date (each such period to be referred to as a "Quarter"). DS3 Credits will be based on the equivalent of one terminated DS3 Subject Service for every twenty-eight (28) DS1 Subject Services that have been terminated without termination liability pursuant to Section (G), above, during the relevant Quarter ("Eligible DS1s"). The Telephone Company will determine the number of Eligible DS1s for the Quarter, divide the number of Eligible DS1s by twenty-eight (28), and round the quotient down to the nearest whole number. The result of this calculation will be referred to as the "DS3 Termination Allowance." The amount of the DS3 Credit will be calculated by multiplying the DS3 Termination Allowance times the average amount of all termination liability charges billed to the Customer per terminated DS3 Subject Service during the Quarter ("Average DS3 TLC").

Formula: DS3 Termination Allowance x Average DS3 TLC = DS3 Credit

Example: During Quarter X of the Term Period, the Customer terminates one hundred sixty-five (165) DS1 Subject Services without termination liability, as provided in Section 23.XX.4(H). During Quarter X, the Customer also terminates six (6) DS3 Subject Services. Total termination liability charges for the terminated DS3 Subject Services are $24,000. The DS3 Termination Allowance is 5 (165/28 = 5.89). The Average DS3 TLC is $4,000 ($24,000/6 = $4,000). The DS3 Credit is $20,000 ($4,000 x 5 = $20,000)

(J) The Customer must include the Contract Number associated with this Contract Offer on all disconnect orders for Subject Services. (N)

ACCESS SERVICE

23. Pricing Flexibility Contract Offerings (Cont’d) (N)

23.28 Contract Offer No. 28 – Special Access Offer (Cont’d)

23.28.5 Assignment/Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to NBTC Tariff F.C.C. No. 1, Section 2.1.2, the Telephone Company will acknowledge such transfer or assignment if the criteria in NBTC South Tariff F.C.C. No. 1, 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)

ACCESS SERVICE

23. Pricing Flexibility Contract Offerings (Cont'd) (N)

23.28 Contract Offer No. 28 – Special Access Offer (Cont'd)

23.28.5 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 25.28.5 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.

23.28.6 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.

(N)