ACCESS SERVICE

41. [1]

[1] Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 1 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

41. [1]

[1] See footnote (1) on page 41-1

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41. [1]

[1] See footnote (1) on page 41-1.

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[1] See footnote (1) on page 41-1.

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41. [1]

[1] See footnote (1) on page 41-1.

ACCESS SERVICE

41. [1]

[1] Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 2 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

41. [1]

[1] See footnote (1) on page 41-6.

41. [1]

[1] See footnote (1) on page 41-6.

41. [1]

[1] See footnote (1) on page 41-6.

41. [1]

[1] See footnote (1) on page 41-6.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.3 Contract Offering No. 3 - DS3 Pack Offer

41.3.1 General Description

DS3 Pack Offer is an access discount plan that permits qualified DS3 customers located in Pricing Flexibility MSAs to convert existing month to month electrical DS3s in sets of three (3) to a five (5) year term and pay a flat monthly rate with no nonrecurring charges. Eligibility criteria for the offer are listed in Section 41.3.2(C), below. Rates and charges are based on the schedule in Section 41.3.4(A). This contract offering is available in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) as listed in Section 41.3.3(B)(1).

41.3.2 Services Available Under DS3 Pack Offer

(A) DS3 Pack Offer applies to pricing-flexibility-qualified access services contained in the following tariff sections when they meet the eligibility criteria:

- Southwestern Bell MegaLink Custom Service (DS3) - Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Section 20.

(B) All terms and conditions for the qualified services listed above are governed by the respective tariff sections except as noted herein.

(C) The following eligibility criteria must be met in order to receive the DS3 Pack Offer:

- Customer must currently be paying a month-to-month rate for an eligible service in accordance with the rate regulations as described in Section 20.4.4(A);
- Circuits to be converted must have previously been under a term plan but are now billed under a month-to-month rate;
- Each DS3 circuit must be over 20 miles in length;
- Circuits to be converted cannot be reconfigured.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.3 Contract Offering No. 3 - DS3 Pack Offer (Cont'd)

41.3.3 DS3 Pack Offer Terms and Conditions

(A) Term Period

The contract term is five (5) years. The applicable month-to-month rate applies until billing commences for this offer. Billing commences no more than five (5) days following SWBT's completion of the service order. This offer is not renewable. If at the expiration of the Customer's contract term, Customer elects to continue service, Customer shall select from the terms of the Optional Payment Plan (as described in Section 20.4) and will be subject to the rates in Section 39.5.2.12. If Customer does not make a selection, the Telephone Company will bill Customer the month-to-month service as described in Section 20.4.4.

(B) Terms and Conditions

(1) This contract offering is for circuits located in the following Metropolitan Statistical Areas:

- Phase 2 Pricing Flexibility MSAs:
  Amarillo, Texas
  Austin/San Marcos, Texas
  Corpus Christi, Texas
  Dallas/Ft. Worth, Texas
  Houston, Texas
  Lubbock, Texas
  San Antonio, Texas

(2) This contract offering is only available August 7, 2002, through September 6, 2002.

(3) If Customer should discontinue this service during the term of this agreement, termination charges will apply in accordance with Section 41.3.5.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.3 Contract Offering No. 3 - DS3 Pack Offer (Cont'd)

41.3.3 DS3 Pack Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(4) Customer agrees to order this service in accordance with the regulations set forth in Section 5.

(5) Eligible DS3s converted under this contract offering may not be moved for the duration of the contract term.

(6) Customer must convert existing DS3s in sets of three (3) to a five (5) year term in order to be eligible for this contract offering.

(7) Customer must provide competitive quote from a carrier other than SWBT or one of its affiliates for an equivalent capacity service to qualify for this contract offering.

(8) If Customer elects to disconnect one of the DS3s out of a converted set of three, termination liability will be applicable. The remaining DS3s of the set of three would thereby be ineligible for this contract offer rate and will be billed effective with the date of disconnection at the existing 60 month rate set forth in Section 39.5.2.12 until the expiration of the five (5) year term.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.3 Contract Offering No. 3 - DS3 Pack Offer (Cont'd)

41.3.4 DS3 Pack Offer Rates

The monthly rate per set of three eligible DS3s is $6,799.50. This rate will be in effect for the entire five year term of this contract as long as the Customer and the circuits retain eligibility.

41.3.5 Termination Liability

The termination language contained below applies in lieu of termination liability language contained in Section 20.4.6. If a Customer terminates service before the completion of the term for any reason, the Customer agrees to pay to the Telephone Company termination liability charges described below. Customer's termination liability charge for cancellation of service shall be equal to:

50% of all recurring charges for the balance of the Customer's five (5) year term.

The termination liability charge will be calculated as follows:

(Monthly recurring rate)multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a $6,799.50 monthly rate terminates service after two years and has thirty-six months remaining in a five year term plan. The termination liability charge would be calculated as:

$6,799.50 X 36 X 50% = $122,391.00 termination liability charge

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41. [(1)]

[(1)] Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 4 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

41. [1]

[1] See footnote (1) on page 41-15.

41. [1]

[1] See footnote (1) on page 41-15.

41. [1]

[1] See footnote (1) on page 41-15.

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41. [1]

[1] See footnote (1) on page 41-15.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.5 Contract Offering No. 5 - Access Advantage Plus Transport Service - One Year Term

41.5.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user’s network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user’s designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 - Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 - Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.5 Contract Offering No. 5 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

41.5.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Amarillo, TX
- Austin, TX
- Corpus Christi, TX
- Dallas-Ft. Worth, TX
- Houston, TX
- Lubbock, TX
- San Antonio, TX
- Topeka, KS
- Kansas City, MO-KS
- Springfield, MO
- St. Louis, MO-IL
- Little Rock-North Little Rock, AR
- Oklahoma City, OK
- Tulsa, OK

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.5 Contract Offering No. 5 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.5.2Contract Terms

(A) Contract Offering No. 5 is available during the purchase period, which begins October 4, 2002 and ends December 31, 2002.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 5.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2 (A), the Service Date Change Charge described in 5.3.2 (B) and the Expedited Order Charge described in 5.3.2 (C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Minimum Period, as described in 5.3.4, for Contract Offering No. 5 is the initial contract term.

(4) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(5) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service are negotiated intervals.

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1 (C).

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.5 Contract Offering No. 5 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.5.2 Contract Terms (Cont'd)

(E) The initial contract term for Contract Offering No. 5 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 5 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 5 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 5 upon thirty days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 5.

(J) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 5 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.5.2 (L). The termination charge for Contract Offering No. 5 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(K) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 5 terminated and the termination charges described in 41.5.2 (J) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 41.5.3 (B).

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41. Pricing Flexibility Contract Offering (Cont'd)

41.5 Contract Offering No. 5 - Access Advantage Plus Transport Service - One Year Term (Cont’d)

41.5.2 Contract Terms (Cont’d)

(L) The customer may elect to discontinue Contract Offering No. 5 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.5.2 (J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user’s premises to which Contract Offering No. 5 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer’s initial contract term for Contract Offering No. 5, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer’s initial contract term for Contract Offering No. 5.

(M) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company’s intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 5 terminated. If Contract Offering No. 5 is terminated during the initial contract term, the termination charges described in 41.5.2 (J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.5 Contract Offering No. 5 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.5.2 Contract Terms (Cont'd)

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.5.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

41.5.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.5 Contract Offering No. 5 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.5.3Rate Regulations (Cont'd)

(A) Types of Rate and Charges (Cont'd)

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$ 103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

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41. Pricing Flexibility Contract Offering (Cont'd)

41.6 Contract Offering No. 6 - Access Advantage Plus Transport Service - Two Year Term

41.6.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user’s network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user’s designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 - Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 - Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – Two Year Term (Cont’d)

41.6.1 General Description (Cont’d)

(B) (Cont’d)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Amarillo, TX
- Austin, TX
- Corpus Christi, TX
- Dallas-Ft. Worth, TX
- Houston, TX
- Lubbock, TX
- San Antonio, TX
- Topeka, KS
- Kansas City, MO-KS
- Springfield, MO
- St. Louis, MO-IL
- Little Rock-North Little Rock, AR
- Oklahoma City, OK
- Tulsa, OK

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – Two Year Term (Cont’d)

41.6.2 Contract Terms

(A) Contract Offering No. 6 is available during the purchase period, which begins October 4, 2002 and ends December 31, 2002.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer’s initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 6.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2 (A), the Service Date Change Charge described in 5.3.2 (B) and the Expedited Order Charge described in 5.3.2 (C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Minimum Period, as described in 5.3.4, for Contract Offering No. 6 is the initial contract term.

(4) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(5) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service are negotiated intervals.

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1 (C).

41. Pricing Flexibility Contract Offering (Cont'd)

41.6 Contract Offering No. 6 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

41.6.2 Contract Terms (Cont'd)

(E) The initial contract term for Contract Offering No. 6 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 6 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 6 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 6 upon thirty days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 6.

(J) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 6 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.6.2 (L). The termination charge for Contract Offering No. 6 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(K) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 6 terminated and termination charges described in 41.6.2 (J) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 41.6.3 (B).

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.6 Contract Offering No. 6 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.6.2 Contract Terms (Cont'd)

(L) The customer may elect to discontinue Contract Offering No. 6 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.6.2 (J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 6 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 6, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 6.

(M) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 6 terminated. If Contract Offering No. 6 is terminated during the initial contract term, the termination charges described in 41.6.2 (J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.6 Contract Offering No. 6 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.6.2 Contract Terms (Cont'd)

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.6.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

41.6.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.6 Contract Offering No. 6 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.6.3 Rate Regulations (Cont'd)

(A) Types of Rate and Charges (Cont'd)

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$310.00	$500.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.7 Contract Offering No. 7 - Access Advantage Plus Transport Service - Three Year Term

41.7.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 - Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 - Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.7 Contract Offering No. 7 - Access Advantage Plus Transport Service - Three Year Term (Cont'd)

41.7.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 - Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 - Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 - Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Amarillo, TX
- Austin, TX
- Corpus Christi, TX
- Dallas-Ft. Worth, TX
- Houston, TX
- Lubbock, TX
- San Antonio, TX
- Topeka, KS
- Kansas City, MO-KS
- Springfield, MO
- St. Louis, MO-IL
- Little Rock-North Little Rock, AR
- Oklahoma City, OK
- Tulsa, OK

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.7 Contract Offering No. 7 - Access Advantage Plus Transport Service - Three Year Term (Cont'd)

41.7.2 Contract Terms

(A) Contract Offering No. 7 is available during the purchase period, which begins October 4, 2002 and ends December 31, 2002.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 7.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2 (A), the Service Date Change Charge described in 5.3.2 (B) and the Expedited Order Charge described in 5.3.2 (C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Partial Cancellation Charge described in 5.3.2 (D) and the Access Order Cancellation Charge described in 5.3.3 do not apply to the initial order to install AA+ Transport Service.

(4) The Minimum Period, as described in 5.3.4, for Contract Offering No. 7 is the initial contract term.

(5) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service are negotiated intervals.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.7.2 Contract Terms (Cont'd)

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1 (C).

(E) The initial contract term for Contract Offering No. 7 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 7 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 7 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 7 upon thirty days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 7.

(J) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 7 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.7.2 (L). The termination charge for Contract Offering No. 7 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.7 Contract Offering No. 7 - Access Advantage Plus Transport Service - Three Year Term (Cont'd)

41.7.2 Contract Terms (Cont'd)

(K) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 7 terminated and the termination charges described in 41.7.2 (J) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(L) The customer may elect to discontinue Contract Offering No. 7 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.7.2 (J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 7 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 7, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 7.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.7 Contract Offering No. 7 - Access Advantage Plus Transport Service - Three Year Term (Cont'd)

41.7.2 Contract Terms (Cont'd)

(M) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 7 terminated. If Contract Offering No. 7 is terminated during the initial contract term, the termination charges described in 41.7.2 (J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.7.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.7 Contract Offering No. 7 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.7.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$250.00	$0	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.8 Contract Offering No. 8 - Access Advantage Plus Transport Service - One Year Term

41.8.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user’s network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user’s designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 - Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 - Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

41.8.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Amarillo, TX
- Austin, TX
- Corpus Christi, TX
- Dallas-Ft. Worth, TX
- Houston, TX
- Lubbock, TX
- San Antonio, TX
- Topeka, KS
- Kansas City, MO-KS
- Springfield, MO
- St. Louis, MO-IL
- Little Rock-North Little Rock, AR
- Oklahoma City, OK
- Tulsa, OK

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.8 Contract Offering No. 8 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.8.2Contract Terms

(A) Contract Offering No. 8 is available during the purchase period, which begins January 1, 2003 and ends June 30, 2003.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 8.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2 (A), the Service Date Change Charge described in 5.3.2 (B) and the Expedited Order Charge described in 5.3.2 (C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Minimum Period, as described in 5.3.4, for Contract Offering No. 8 is the initial contract term.

(4) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(5) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service are negotiated intervals.

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1 (C).

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.8 Contract Offering No. 8 – Access Advantage Plus Transport Service – One Year Term (Cont’d)

41.8.2Contract Terms (Cont’d)

(E) The initial contract term for Contract Offering No. 8 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 8 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 8 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 8 upon thirty days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 8.

(J) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 8 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.8.2 (L). The termination charge for Contract Offering No. 8 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(K) If the physical location of the end user’s premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 8 terminated and the termination charges described in 41.8.2 (J) apply. If a request is made to move AA+ Transport Service to a new location within the end user’s premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 41.8.3 (B).

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.8 Contract Offering No. 8 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.8.2 Contract Terms (Cont'd)

(L) The customer may elect to discontinue Contract Offering No. 8 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.8.2 (J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 8 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 8, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 8.

(M) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 8 terminated. If Contract Offering No. 8 is terminated during the initial contract term, the termination charges described in 41.8.2 (J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.8 Contract Offering No. 8 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.8.2 Contract Terms (Cont'd)

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.8.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

41.8.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.8 Contract Offering No. 8 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.8.3 Rate Regulations (Cont'd)

(A) Types of Rate and Charges (Cont'd)

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$ 103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.9 Contract Offering No. 9 - Access Advantage Plus Transport Service - Two Year Term

41.9.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 - Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 - Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.9 Contract Offering No. 9 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

41.9.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Amarillo, TX
- Austin, TX
- Corpus Christi, TX
- Dallas-Ft. Worth, TX
- Houston, TX
- Lubbock, TX
- San Antonio, TX
- Topeka, KS
- Kansas City, MO-KS
- Springfield, MO
- St. Louis, MO-IL
- Little Rock-North Little Rock, AR
- Oklahoma City, OK
- Tulsa, OK

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.9 Contract Offering No. 9 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.9.2 Contract Terms

(A) Contract Offering No. 9 is available during the purchase period, which begins January 1, 2003 and ends June 30, 2003.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 9.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2 (A), the Service Date Change Charge described in 5.3.2 (B) and the Expedited Order Charge described in 5.3.2 (C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Minimum Period, as described in 5.3.4, for Contract Offering No. 9 is the initial contract term.

(4) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(5) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service are negotiated intervals.

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1 (C).

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.9 Contract Offering No. 9 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.9.2 Contract Terms (Cont'd)

(E) The initial contract term for Contract Offering No. 9 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 9 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 9 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 9 upon thirty days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 9.

(J) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 9 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.9.2 (L). The termination charge for Contract Offering No. 9 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(K) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 9 terminated and termination charges described in 41.9.2 (J) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 41.9.3 (B).

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.9 Contract Offering No. 9 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.9.2 Contract Terms (Cont'd)

(L) The customer may elect to discontinue Contract Offering No. 9 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.9.2 (J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 9 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 9, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 9.

(M) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 9 terminated. If Contract Offering No. 9 is terminated during the initial contract term, the termination charges described in 41.9.2 (J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

41. Pricing Flexibility Contract Offering (Cont'd)

41.9 Contract Offering No. 9 - Access Advantage Plus Transport Service - Two Year Term (Cont’d)

41.9.2 Contract Terms (Cont’d)

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.9.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

41.9.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a “per DS0 channel” basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.9 Contract Offering No. 9 - Access Advantage Plus Transport Service - Two Year Term (Cont’d)

41.9.3 Rate Regulations (Cont’d)

(A) Types of Rate and Charges (Cont’d)

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$310.00	$0	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

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41. Pricing Flexibility Contract Offering (Cont'd)

41.10 Contract Offering No. 10 - Access Advantage Plus Transport Service - Three Year Term

41.10.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 - Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 - Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.10 Contract Offering No. 10 - Access Advantage Plus Transport Service - Three Year Term (Cont’d)

41.10.1 General Description (Cont’d)

(B) (Cont’d)

(3) Bonded Channel Group 6 - Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 - Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 - Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Amarillo, TX
- Austin, TX
- Corpus Christi, TX
- Dallas-Ft. Worth, TX
- Houston, TX
- Lubbock, TX
- San Antonio, TX
- Topeka, KS
- Kansas City, MO-KS
- Springfield, MO
- St. Louis, MO-IL
- Little Rock-North Little Rock, AR
- Oklahoma City, OK
- Tulsa, OK

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41. Pricing Flexibility Contract Offering (Cont'd)

41.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.10.2 Contract Terms

(A) Contract Offering No. 10 is available during the purchase period, which begins January 1, 2003 and ends June 30, 2003.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 10.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2 (A), the Service Date Change Charge described in 5.3.2 (B) and the Expedited Order Charge described in 5.3.2 (C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Partial Cancellation Charge described in 5.3.2 (D) and the Access Order Cancellation Charge described in 5.3.3 do not apply to the initial order to install AA+ Transport Service.

(4) The Minimum Period, as described in 5.3.4, for Contract Offering No. 10 is the initial contract term.

(5) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service are negotiated intervals.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.10 Contract Offering No. 10 - Access Advantage Plus Transport Service - Three Year Term (Cont'd)

41.10.2 Contract Terms (Cont'd)

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1 (C).

(E) The initial contract term for Contract Offering No. 10 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 10 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 10 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 10 upon thirty days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 10.

(J) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 10 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.10.2 (L). The termination charge for Contract Offering No. 10 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

41. Pricing Flexibility Contract Offering (Cont'd)

41.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.10.2 Contract Terms (Cont'd)

(K) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 10 terminated and the termination charges described in 41.10.2 (J) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(L) The customer may elect to discontinue Contract Offering No. 10 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.10.2 (J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 10 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 10, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 10.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.10 Contract Offering No. 10 - Access Advantage Plus Transport Service - Three Year Term (Cont'd)

41.10.2 Contract Terms (Cont'd)

(M) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 10 terminated. If Contract Offering No. 10 is terminated during the initial contract term, the termination charges described in 41.10.2 (J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.10.1 (B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.10 Contract Offering No. 10 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.10.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$250.00	$0	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

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41. [1]

[1] Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 11 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

41. [1]

[1] See footnote (1) on page 41-62.

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41. [1]

[1] See footnote (1) on page 41-62.

41. [1]

[1] See footnote (1) on page 41-62.

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41. [1]

[1] See footnote (1) on page 41-62.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.12 Contract Offering No. 12 - Access Advantage Plus Transport Service - One Year Term

41.12.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user’s network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user’s designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 - Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 - Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.12 Contract Offering No. 12 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.12.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 - Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 - Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 - Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Amarillo, TX
- Austin-San Marco, TX
- Corpus Christi, TX
- Dallas-Ft. Worth, TX
- Fort Smith, AR-OK
- Houston, TX
- Lubbock, TX
- Midland, TX
- San Antonio, TX
- Topeka, KS
- Kansas City, MO-KS
- Springfield, MO
- St. Louis, MO
- Little Rock-North Little Rock, AR
- Oklahoma City, OK
- Tulsa, OK

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.12 Contract Offering No. 12 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.12.2Contract Terms

(A) Contract Offering No. 12 is available during the purchase period, which begins July 1, 2003 and ends January 30, 2004.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 12.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2(A), the Service Date Change Charge described in 5.3.2(B) and the Expedited Order Charge described in 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Minimum Period, as described in 5.3.4, for Contract Offering No. 12 is the initial contract term.

(4) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(5) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service are negotiated intervals.

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1(C).

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41. Pricing Flexibility Contract Offering (Cont'd)

41.12 Contract Offering No. 12 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.12.2Contract Terms (Cont'd)

(E) The initial contract term for Contract Offering No. 12 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 12 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 12 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 12 upon thirty days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 12.

(J) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 12 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.12.2(L). The termination charge for Contract Offering No. 12 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(K) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 12 terminated and the termination charges described in 41.12.2(J) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 41.12.3(B).

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41. Pricing Flexibility Contract Offering (Cont'd)

41.12 Contract Offering No. 12 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.12.2Contract Terms (Cont'd)

(L) The customer may elect to discontinue Contract Offering No. 12 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.12.2(J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 12 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 12, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 12.

(M) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 12 terminated. If Contract Offering No. 12 is terminated during the initial contract term, the termination charges described in 41.12.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.12 Contract Offering No. 12 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.12.2 Contract Terms (Cont'd)

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.12.1(B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

41.12.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.12 Contract Offering No. 12 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.12.3Rate Regulations (Cont'd)

(A) Types of Rate and Charges (Cont'd)

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$ 103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

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41. Pricing Flexibility Contract Offering (Cont'd)

41.13 Contract Offering No. 13 - Access Advantage Plus Transport Service - Two Year Term

41.13.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user’s network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user’s designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 - Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 - Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.13 Contract Offering No. 13 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

41.13.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Amarillo, TX
- Austin-San Marco, TX
- Corpus Christi, TX
- Dallas-Ft. Worth, TX
- Fort Smith, AR-OK
- Houston, TX
- Lubbock, TX
- Midland, TX
- San Antonio, TX
- Topeka, KS
- Kansas City, MO-KS
- Springfield, MO
- St. Louis, MO
- Little Rock-North Little Rock, AR
- Oklahoma City, OK
- Tulsa, OK

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41. Pricing Flexibility Contract Offering (Cont'd)

41.13 Contract Offering No. 13 – Access Advantage Plus Transport Service – Two Year Term (Cont’d)

41.13.2 Contract Terms

(A) Contract Offering No. 13 is available during the purchase period, which begins July 1, 2003 and ends January 30, 2004.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer’s initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 13.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2(A), the Service Date Change Charge described in 5.3.2(B) and the Expedited Order Charge described in 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Minimum Period, as described in 5.3.4, for Contract Offering No. 13 is the initial contract term.

(4) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(5) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service are negotiated intervals.

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1(C).

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41. Pricing Flexibility Contract Offering (Cont'd)

41.13 Contract Offering No. 13 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.13.2 Contract Terms (Cont'd)

(E) The initial contract term for Contract Offering No. 13 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 13 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 13 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 13 upon thirty days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 13.

(J) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 13 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.13.2(L). The termination charge for Contract Offering No. 13 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(K) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 13 terminated and termination charges described in 41.13.2(J) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 41.13.3(B).

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41. Pricing Flexibility Contract Offering (Cont'd)

41.13 Contract Offering No. 13 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.13.2 Contract Terms (Cont'd)

(L) The customer may elect to discontinue Contract Offering No. 13 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.13.2(J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 13 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 13, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 13.

(M) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 13 terminated. If Contract Offering No. 13 is terminated during the initial contract term, the termination charges described in 41.13.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.13 Contract Offering No. 13 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.13.2 Contract Terms (Cont'd)

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.13.1(B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

41.13.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.13 Contract Offering No. 13 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

41.13.3 Rate Regulations (Cont'd)

(A) Types of Rate and Charges (Cont'd)

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$310.00	$0	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

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41. Pricing Flexibility Contract Offering (Cont'd)

41.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – Three Year Term

41.14.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.14.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Amarillo, TX
- Austin-San Marco, TX
- Corpus Christi, TX
- Dallas-Ft. Worth, TX
- Fort Smith, AR-OK
- Houston, TX
- Lubbock, TX
- Midland, TX
- San Antonio, TX
- Topeka, KS
- Kansas City, MO-KS
- Springfield, MO
- St. Louis, MO
- Little Rock-North Little Rock, AR
- Oklahoma City, OK
- Tulsa, OK

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41. Pricing Flexibility Contract Offering (Cont'd)

41.14 Contract Offering No. 14 - Access Advantage Plus Transport Service - Three Year Term (Cont'd)

41.14.2 Contract Terms

(A) Contract Offering No. 14 is available during the purchase period, which begins July 1, 2003 and ends January 30, 2004.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 14.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2(A), the Service Date Change Charge described in 5.3.2(B) and the Expedited Order Charge described in 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Partial Cancellation Charge described in 5.3.2(D) and the Access Order Cancellation Charge described in 5.3.3 do not apply to the initial order to install AA+ Transport Service.

(4) The Minimum Period, as described in 5.3.4, for Contract Offering No. 14 is the initial contract term.

(5) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service are negotiated intervals.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.14.2 Contract Terms (Cont'd)

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1(C).

(E) The initial contract term for Contract Offering No. 14 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 14 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 14 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 14 upon thirty days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 14.

(J) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 14 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.14.2(L). The termination charge for Contract Offering No. 14 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

41. Pricing Flexibility Contract Offering (Cont'd)

41.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.14.2 Contract Terms (Cont'd)

(K) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 14 terminated and the termination charges described in 41.14.2(J) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(L) The customer may elect to discontinue Contract Offering No. 14 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.14.2(J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 14 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 14, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 14.

41. Pricing Flexibility Contract Offering (Cont'd)

41.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – Three Year Term (Cont’d)

41.14.2 Contract Terms (Cont’d)

(M) A minimum of eight DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company’s intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than eight DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the eight DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 14 terminated. If Contract Offering No. 14 is terminated during the initial contract term, the termination charges described in 41.14.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.14.1(B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.14 Contract Offering No. 14 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.14.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$250.00	$0	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

41. Pricing Flexibility Contract Offerings

41.15 Contract Offer No. 15 - MVP DS1, DS3 and [1] Service Offer

41.15.1 General Description

MVP DS1, DS3 and [1] Service Offer ("Contract Offer No. 15") is an access discount pricing plan for MVP Customers where subscription is required in four of the SBC Companies: Ameritech Operating Companies, Southwestern Bell Telephone Company, Southern New England Telephone Company and Pacific Bell Telephone Company. This Offering provides a 50% discount off recurring tariff rates for DS1, DS3, and [1] Services that meet the Eligibility Criteria as described in Section 41.15.3 and are subject to the Terms and Conditions as described in Section 41.15.4. Customers will continue to receive MVP discounts provided that they meet their MVP contract obligations in Section 38 of F.C.C. No. 73 Tariff.

Customers must commit to a Current Annual Revenue Commitment (CARC), as described in Section 41.15.5. To ensure that the customer will meet the CARC by end of year 2004 and 2005, the Telephone Company will review revenue quarterly. In the event the customer is not meeting their CARC, the customer will be required to remit payments, via the quarterly True-Up process described in Section 41.15.6, otherwise termination liabilities will apply.

This Contract Offer No. 15 will only be available between November 18, 2003 through January 18, 2003.

41.15.2 Services Available Under Contract Offer No. 15

(A) This Contract Offer No. 15 offers discounts on the recurring rates for the Price Flex eligible DS1, DS3 and [1] Access Services (hereafter referred to as Subject Services) contained in the Tariff Sections listed below, and only in the Metropolitan Statistical Areas (hereafter referred to as MSAs) defined in Section 41.15.4(C).

Service	General / Basic Description	Phase 1 MSAs Rates and Charges	Phase 2 MSAs Rates and Charges
DS1 & DS3 Services	7.3.10(A)	7.3.10(F)	39.5.2.7
[1]	[1]	[1]	[1]

[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 15 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. Pricing Flexibility Contract Offerings

41.15 Contract Offer No. 15 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.15.2 Services Available Under Contract Offer No. 15 (Cont'd)

(B) Purchase of the Subject Services listed above pursuant to Contract Offer No. 15 are subject to the specific terms and conditions of Section 41.15.4. Additionally purchase of the services listed above pursuant to Contract Offer No. 15 are also subject to the general terms and conditions of F.C.C. Tariff No. 73 as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, 6- Switched Access Service, 7-Special Access Service and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such general terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, however, such changes will not change the regulations described in Contract Offer No. 15.

Subject Services continue to be governed by the respective terms and conditions of the MVP provisions in Section 38, FCC Tariff No. 73 except as noted herein.

41.15.3 Eligibility Criteria for Contract Offer No. 15

(A) Contract Offer No. 15 is only available to Customers who are currently subscribing to MVP, in the following Telephone Companies:
- Southwestern Bell Telephone Company (SWBT) F.C.C. No. 73 Section 38; and
- Ameritech Operating Companies (AIT) F.C.C. No. 2 Section 19;
- Pacific Bell Telephone Company (PBTC) F.C.C. No. 1 Section 22

(B) Customer must also concurrently subscribe to the identical contract offers of Contract Offer No. 15 pursuant to the following tariffs:
- AIT Tariff F.C.C. No. 2, Section 19, Contract Offer No. 20;
- PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 20; and
- SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 1.

(C) A minimum of 4% of the Customer's Current Annual Revenue Commitment, as described in Section 41.15.5, must come from services previously provided by a carrier other than Southwestern Bell Telephone Company and it's affiliates. This 4% level will be measured at the end of the Term Period, however, the 4% requirement may be demonstrated at any time during the contract period. Customer must adhere to the following Sections (1) and (2).

[1] See footnote (1) on page 41-88.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.15 Contract Offer No. 15 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.15.3 Eligibility Criteria for Contract Offer No. 15 (Cont'd)

(C) (Cont'd)

(1) Customer must provide documentation to demonstrate that the Subject Services have been converted from another carrier to Telephone Company services. Documentation may include but is not limited to: circuit detail records, invoices, and coordinated orders to move the service. The Telephone Company is willing to review other documents that the Customer may deem appropriate to meet this criteria, however only to the extent that it does not result in breach of any non-disclosure agreements which may govern the distribution of such information.

(2) If Customer fails to reach the 4% requirement as measured at the end of the Term Period, the Customer will be deemed to have terminated Contract Offer No. 15 and termination liabilities will apply as set forth in Section 41.15.7.

41.15.4 Terms and Conditions

(A) Term Period

The contract Term Period will commence on the date the Telephone Company receives a completed Letter of Authorization and expires on December 31, 2005 ("Term Period").

This offer is not renewable.

[1] See footnote (1) on page 41-88.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.15 Contract Offer No. 15 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.15.4 Terms and Conditions (Cont'd)

(B) Application

Subject Services to which the Customer already subscribes as of the commencement of the Term Period will receive discounts effective upon the commencement of the Term Period.

Subject Services purchased after the commencement of the Term Period will receive the discounts only after the service has been provisioned.

Monthly billing credits will be issued for every month in which the Subject Services are purchased in compliance with the eligibility criteria in Section 41.15.3. The Credits will be applied within 30 days after each billing cycle.

(C) This Contract Offer No. 15 is only available for Subject Services located in the following MSAs:

Pricing-Flexibility MSAs: Austin-San Marcos, Dallas/Ft Worth, Houston and San Antonio, Texas.

(D) Contract Offer No. 15 provides a discount of 50% off the monthly recurring tariff rates listed in Section 41.15.2 (A) for existing and new Subject Services.

Example:
Subject Services Monthly Recurring Charge = $2000
50% Discount = $1000

(E) Customer agrees to maintain a Current Annual Revenue Commitment (as described in Section 41.15.5) for the calendar years of 2004 and 2005.

(F) Customer agrees to a quarterly true-up as described in Section 41.15.6 for the calendar years of 2004 and 2005.

[1] See footnote (1) on page 41-88.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.15 Contract Offer No. 15 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.15.5 Current Annual Revenue Commitment

Under Contract Offer No. 15, Customer will commit to maintain a Current Annual Revenue Commitment (CARC). The CARC will be established using either the Customer's current MVP MARC or an Annual Revenue Commitment calculated as outlined below in Section 41.15.5(A), whichever is greater. The CARC will be established as soon as the Telephone Company receives the Letter Of Authorization from the customer.

(A) Determining the Annual Revenue Commitment

The Customer's Annual Revenue Commitment is calculated based on the total of the previous three (3) months recurring billing for all MVP qualified access services prior to any MVP discounts (as listed in F.C.C. 73, Section 38.3), multiplied by four (4). The Annual Revenue Commitment is calculated as follows:

Previous Three (3) Months Recurring Billing X 4 = Annual Revenue Commitment

(B) The CARC will not change during the contract Term Period.

(C) If the Customer fails to achieve the CARC on either of the contract anniversary dates (December 31, 2004 or December 31, 2005), and fails to remit the annual projected gap payment, the Customer will be deemed to have terminated its participation in Contract Offer No. 15 and termination liability charges will apply as set forth in Section 41.15.7.

[1] See footnote (1) on page 41-88.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.15 Contract Offer No. 15 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.15.6 Quarterly True-Up

To ensure that the customer will meet the CARC by the end of year 2004 and 2005, the Telephone Company will review revenues quarterly. In the event that the Customer has an estimated shortfall, the Customer is required to remit Quarterly Gap Payments as described below. Quarterly is defined as consecutive three (3) month periods commencing January 1, 2004. The process of remitting payments to eliminate the Annual Projected Gap is referred to as the True-Up process.

The Telephone Company will calculate the Customer's Annual Projected Gap (if any)on a quarterly basis. The Annual Projected Gap is the CARC, less any annual projected MVP discounts, less actual annualized revenues. Actual annualized revenue is the Customer's actual billed amount to date, annualized to determine end of year estimated revenues. Actual annualized revenues will include any previous quarterly gap payment that the Customer has made. For this calculation, the actual annualized revenues are calculated after discounts from this Contract Offer No. 15, and any other applicable credits or discounts (i.e., MVP) have been applied.

Example A: Annual Projected Gap calculation at end of 1st quarter

CARC = $12,000,000
Less projected MVP discounts = $ 2,000,000
Sub total = $10,000,000
Less actual quarterly revenue ($1.5M) X 4 (annualized)
= $ 6,000,000
Annual Projected Gap = $ 4,000,000

(A) If there is a positive Annual Projected Gap as measured above for the quarter, the Customer agrees to make Quarterly True-Up payments. Quarterly True-Up payments will be calculated using the percentages in section 41.15.6 (B) and
will be applied to the Annual Projected Gap to determine the gap payment. See example B in Section 41.15.6.

(B) Quarterly True-up payments will be calculated utilizing the following percentiles:

Quarter	Percent
1st	0%
2nd	25%
3rd	66%
4th	100%

[1] See footnote (1) on page 41-88.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.15 Contract Offer No. 15 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.15.6 Quarterly True Up (Cont'd)

(B) (Cont'd)

Example B: Quarterly True-up

1st Quarter
Actual revenue 1st Quarter:

January	= $ 400,000
February	= $ 500,000
March	= $ 600,000
Total	= $1,500,000

CARC	= $12,000,000
Less projected MVP discount	= $ 2,000,000
Sub total	= $10,000,000
Less actual 3 months revenue ($1.5M) x 4 (annualized):	= $ 6,000,000
Annual Projected Gap	= $ 4,000,000

$4,000,000 x 0% = $0.00 Quarterly True-up payment

2nd Quarter
Actual revenue 1st and 2nd Quarter:

January	= $ 400,000
February	= $ 500,000
March	= $ 600,000
April	= $ 600,000
May	= $ 700,000
June	= $ 700,000
Total	= $3,500,000

CARC	= $12,000,000
Less projected MVP discount	= $ 2,000,000
Sub total	= $10,000,000
Less actual 6 months revenue ($3.5M) x 2 (annualized):	= $ 7,000,000
Annual Projected Gap	= $ 3,000,000

$3,000,000 x 25% = $750,000 Quarterly True-up payment

[1] See footnote (1) on page 41-88.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.15 Contract Offer No. 15 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.15.6 Quarterly True Up (Cont'd)

(B) (Cont'd)

Example B: Quarterly True-up (Cont'd)

3rd Quarter

Actual revenue 1st, 2nd and 3rd Quarter

January	= $ 400,000
February	= $ 500,000
March	= $ 600,000
April	= $ 600,000
May	= $ 700,000
June	= $ 700,000
July	= $ 500,000
August	= $ 600,000
September	= $ 665,038
Total	= $5,265,038

CARC	= $12,000,000
Less projected MVP discounts	= $ 2,000,000
Sub total	= $10,000,000
Less (9 months actual revenue + 2nd Quarter Gap payment) x 1.33:	
($5,265,038 + $750,000) x 1.33	= $ 8,000,000
Annual projected Gap	= $ 2,000,000

$2,000,000 x 66% = $1,320,000 Quarterly True-up payment

[1] See footnote (1) on page 41-88.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.15 Contract Offer No. 15 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.15.6 Quarterly True Up (Cont'd)

(B) (Cont'd)

Example B: Quarterly True-up (Cont'd)

Quarter 4

Actual revenue 1st, 2nd, 3rd and 4th Quarter

January	= $	400,000
February	= $	500,000
March	= $	600,000
April	= $	600,000
May	= $	700,000
June	= $	700,000
July	= $	500,000
August	= $	600,000
September	= $	665,038
October	= $	500,000
November	= $	550,000
December	= $	614,962
Total	= $	6,930,000

CARC	= $12,000,000
Less projected MVP discounts	= $ 2,000,000
Sub total	= $10,000,000
Less (12 months actual revenue + 2nd & 3rd Quarter Gap payment):	
$6,930,000 + $750,000 + $1,320,000	= $ 9,000,000
Annual Projected Gap	= $ 1,000,000

$1,000,000 x 100% = $1,000,000 Quarterly True-up payment

In the example above at the end of the 4th Quarter the Customer's actual revenue plus the Customer's Quarterly Gap payments, plus projected MVP discounts will equal the CARC.

$6,930,000 + $750,000 + $1,320,000 + $1,000,000 + $2,000,000 = $12,000,000

(C) SBC will provide customer a quarterly gap payment bill (if applicable) within 30 days after the end of the quarter.

(D) If at the end of either contract anniversary date (December 31, 2004 or December 31, 2005) the customer has exceeded their CARC (actual revenue + gap payments) and have made Quarterly Gap Payments, SBC will credit the customers account the amount exceeding the CARC, but not greater than the total gap payments the customer has made.

[1] See footnote (1) on page 41-88.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.15 Contract Offer No. 15 – MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.15.7 Termination Liability Charges

If the Customer terminates service before the completion of the term for any reason whatsoever the customer agrees to pay the Telephone Company termination liability charges described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 60 days prior to the desired date of termination to the Telephone Company.

If the Customer fails to meet any of the eligibility criteria in section 41.15.3 or fails to maintain any of the Terms and Conditions in section 41.15.4, the Customer will be deemed to have terminated its participation in Contract Offer No. 15 and termination liability charges will apply as stated below and will be payable pursuant to F.C.C. No. 73, Section 2.5.3.

Customers termination liability shall be equal to:

(A) 100% of all Discounts received under this Contract Offer No. 15 during the six (6) months immediately prior to the date of termination, plus;

(B) 25% of the CARC for each year in the remaining portion of the Term Period.

Any previous gap payments paid by the customer will be forfeited.

Example C:

The Customer signs up for Contract Offer No. 15 on November 1, 2003. The Customer terminates its participation in Contract Offer No. 15 effective September 15, 2004. The termination liability charge that would apply is calculated as follows:

Annual CARC = $12M
Monthly CARC = $12M / 12 months = $1M
Number of months remaining in contract = 15.5
Remaining value of CARC = 15.5 x $1M = $15.5M
25 % of remaining value of CARC = .25 x $15.5M = $3.875M
March 2004 – August 2004 discounts = $500K

Total Termination Liability Charge = $3.875M + $500K = $4.375M

[1] See footnote (1) on page 41-88.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – One Year Term

41.16.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)
41.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

41.16.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Amarillo, TX
- Austin-San Marco, TX
- Corpus Christi, TX
- Dallas-Ft. Worth, TX
- Fort Smith, AR-OK
- Houston, TX
- Lubbock, TX
- Midland, TX
- San Antonio, TX
- Topeka, KS
- Kansas City, MO-KS
- Springfield, MO
- St. Louis, MO
- Little Rock-North Little Rock, AR
- Oklahoma City, OK
- Tulsa, OK

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.16 Contract Offering No. 16 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.16.2Contract Terms

(A) Contract Offering No. 16 is available during the purchase period, which begins January 31, 2004 and ends July 31, 2004.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 16.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2(A), the Service Date Change Charge described in 5.3.2(B) and the Expedited Order Charge described in 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Minimum Period, as described in 5.3.4, for Contract Offering No. 16 is the initial contract term.

(4) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(5) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service are negotiated intervals.

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1(C).

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

41.16.2 Contract Terms (Cont'd)

(E) The initial contract term for Contract Offering No. 16 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 16 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 16 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 16 upon thirty days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 16.

(J) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 16 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.16.2(L). The termination charge for Contract Offering No. 16 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(K) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 16 terminated and the termination charges described in 41.16.2(J) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 41.16.3(B).

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41. Pricing Flexibility Contract Offering (Cont'd)

41.16 Contract Offering No. 16 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.16.2Contract Terms (Cont'd)

(L) The customer may elect to discontinue Contract Offering No. 16 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.16.2(J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 16 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 16, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 16.

(M) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 16 terminated. If Contract Offering No. 16 is terminated during the initial contract term, the termination charges described in 41.16.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

41. Pricing Flexibility Contract Offering (Cont'd)

41.16 Contract Offering No. 16 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

41.16.2 Contract Terms (Cont'd)

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.16.1(B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

41.16.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.16 Contract Offering No. 16 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.16.3Rate Regulations (Cont'd)

(A) Types of Rate and Charges (Cont'd)

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$ 103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.17 Contract Offering No. 17 – Access Advantage Plus Transport Service – Two Year Term

41.17.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.17 Contract Offering No. 17 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.17.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 - Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 - Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 - Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Amarillo, TX
- Austin-San Marco, TX
- Corpus Christi, TX
- Dallas-Ft. Worth, TX
- Fort Smith, AR-OK
- Houston, TX
- Lubbock, TX
- Midland, TX
- San Antonio, TX
- Topeka, KS
- Kansas City, MO-KS
- Springfield, MO
- St. Louis, MO
- Little Rock-North Little Rock, AR
- Oklahoma City, OK
- Tulsa, OK

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.17 Contract Offering No. 17 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.17.2 Contract Terms

(A) Contract Offering No. 17 is available during the purchase period, which begins January 31, 2004 and ends July 31, 2004.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 17.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2(A), the Service Date Change Charge described in 5.3.2(B) and the Expedited Order Charge described in 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Minimum Period, as described in 5.3.4, for Contract Offering No. 17 is the initial contract term.

(4) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(5) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service are negotiated intervals.

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1(C).

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.17 Contract Offering No. 17 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.17.2 Contract Terms (Cont'd)

(E) The initial contract term for Contract Offering No. 17 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 17 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 17 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 17 upon thirty days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 17.

(J) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 17 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.17.2(L). The termination charge for Contract Offering No. 17 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(K) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 17 terminated and termination charges described in 41.17.2(J) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 41.17.3(B).

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41. Pricing Flexibility Contract Offering (Cont'd)

41.17 Contract Offering No. 17 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.17.2 Contract Terms (Cont'd)

(L) The customer may elect to discontinue Contract Offering No. 17 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.17.2(J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 17 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 17, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 17.

(M) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 17 terminated. If Contract Offering No. 17 is terminated during the initial contract term, the termination charges described in 41.17.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

41. Pricing Flexibility Contract Offering (Cont'd)

41.17 Contract Offering No. 17 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.17.2 Contract Terms (Cont'd)

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.17.1(B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

41.17.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.17 Contract Offering No. 17 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.17.3 Rate Regulations (Cont'd)

(A) Types of Rate and Charges (Cont'd)

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$310.00	$0	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

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41. Pricing Flexibility Contract Offering (Cont'd)

41.18 Contract Offering No. 18 - Access Advantage Plus Transport Service - Three Year Term

41.18.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 - Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 - Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

41. Pricing Flexibility Contract Offering (Cont'd)

41.18 Contract Offering No. 18 - Access Advantage Plus Transport Service - Three Year Term (Cont’d)

41.18.1 General Description (Cont’d)

(B) (Cont’d)

(3) Bonded Channel Group 6 - Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 - Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 - Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

- Amarillo, TX
- Austin-San Marco, TX
- Corpus Christi, TX
- Dallas-Ft. Worth, TX
- Fort Smith, AR-OK
- Houston, TX
- Lubbock, TX
- Midland, TX
- San Antonio, TX
- Topeka, KS
- Kansas City, MO-KS
- Springfield, MO
- St. Louis, MO
- Little Rock-North Little Rock, AR
- Oklahoma City, OK
- Tulsa, OK

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41. Pricing Flexibility Contract Offering (Cont'd)

41.18 Contract Offering No. 18 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.18.2 Contract Terms

(A) Contract Offering No. 18 is available during the purchase period, which begins January 31, 2004 and ends July 31, 2004.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 18.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2(A), the Service Date Change Charge described in 5.3.2(B) and the Expedited Order Charge described in 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Partial Cancellation Charge described in 5.3.2(D) and the Access Order Cancellation Charge described in 5.3.3 do not apply to the initial order to install AA+ Transport Service.

(4) The Minimum Period, as described in 5.3.4, for Contract Offering No. 18 is the initial contract term.

(5) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service are negotiated intervals.

41. Pricing Flexibility Contract Offering (Cont'd)

41.18 Contract Offering No. 18 – Access Advantage Plus Transport Service – Three Year Term (Cont’d)

41.18.2 Contract Terms (Cont’d)

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1(C).

(E) The initial contract term for Contract Offering No. 18 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 18 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 18 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 18 upon thirty days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 18.

(J) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 18 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.18.2(L). The termination charge for Contract Offering No. 18 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

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41. Pricing Flexibility Contract Offering (Cont'd)

41.18 Contract Offering No. 18 – Access Advantage Plus Transport Service – Three Year Term (Cont’d)

41.18.2 Contract Terms (Cont’d)

(K) If the physical location of the end user’s premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 18 terminated and the termination charges described in 41.18.2(J) apply. No charge applies to move AA+ Transport Service to a new location within the end user’s premises at which service was originally established.

(L) The customer may elect to discontinue Contract Offering No. 18 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.18.2(J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user’s premises to which Contract Offering No. 18 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer’s initial contract term for Contract Offering No. 18, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer’s initial contract term for Contract Offering No. 18.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.18 Contract Offering No. 18 - Access Advantage Plus Transport Service - Three Year Term (Cont'd)

41.18.2 Contract Terms (Cont'd)

(M) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 18 terminated. If Contract Offering No. 18 is terminated during the initial contract term, the termination charges described in 41.18.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.18.1(B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.18 Contract Offering No. 18 - Access Advantage Plus Transport Service - Three Year Term (Cont'd)

41.18.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$250.00	$0	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

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41. [1]

[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 19 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

41. [1]

[1] See footnote (1) on page 41-119.

41. [1]

[1] See footnote (1) on page 41-119.

41. [1]

[1] See footnote (1) on page 41-119.

41. [1]

[1] See footnote (1) on page 41-119.

41. [1]

[1] See footnote (1) on page 41-119.

41. Pricing Flexibility Contract Offerings

41.20 Contract Offer No. 20 - DS1, DS3, [1] Service Offer

41.20.1 General Description

DS1, DS3, [1] Service Offer (Contract Offer No. 20) is an access discount pricing plan where subscription is required in three of the SBC Companies: Ameritech Operating Companies, Southwestern Bell Telephone Company, and Pacific Bell Telephone Company. The plan requires Customers to maintain a Minimum Annual Revenue Commitment (MARC) for five (5) years. Contract Offer No. 20 is available to any Customer with at least twenty-five (25) million dollars in cumulative annual revenue for qualified access services in three of the SBC Companies: Ameritech Operating Companies, Southwestern Bell Telephone Company, and Pacific Bell Telephone Company. The qualified access services for the Southwestern Bell Telephone Company (SWBT) is listed in Section 41.20.2(C) following. Customer must meet the eligibility criteria as described in Section 41.20.2 and the terms and conditions as described in Section 41.20.3.

Customer must meet a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year term. In the event the Customer does not meet its MARC as of each anniversary date, the Customer will be required to remit a payment, via the Annual True-Up process described in Section 41.20.6, otherwise termination liability charges will apply.

Contract Offer No. 20 will only be available March 6, 2004 through April 6, 2004.

41.20.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive Contract Offer No. 20 discounts:

(1) Contract Offer No. 20 is only available for circuits located in the following Metropolitan Statistical Areas:

(a) Fort Smith and Little Rock, AR.;
(b) Kansas City and Topeka, KS.;
(c) Kansas City, St. Louis, and Springfield, MO.;
(d) Oklahoma City and Tulsa, OK.;
(e) Amarillo, Austin-San Marcos, Corpus Christi, Dallas/Ft. Worth, Houston, Lubbock, Midland, and San Antonio, TX.

(2) Customer cannot subscribe concurrently with SBC's MVP offering in Section 38;

(3) Customer must have a minimum of $25 million dollars in cumulative annual recurring revenue for DS1, DS3, [1], and [1] Services in three of the SBC Companies: Ameritech Operating Companies, Southwestern Bell Telephone Company, and Pacific Bell Telephone Company;

[1] Material previously contained in this section has been deleted. DSRS and OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 20 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.20 Contract Offer No. 20 - DS1, DS3, [1] Service Offer (Cont'd)

41.20.2 Eligibility Criteria (Cont'd)

(A) The following eligibility criteria must be met in order to receive Contract Offer No. 20 discounts (Cont'd):

(4) The Customer and its affiliates must maintain an Access Service Ratio, equal to or greater than 95%. The Service Ratio is defined in Section 41.20.3(B)(7) and will be measured on each anniversary of the Contract Offer No. 20 effective date.

(B) Customer must concurrently subscribe to the identical contract offers of Contract Offer No. 20 pursuant to the following tariffs:

(1) PBTC Tariff F.C.C No. 1, Section 33, Contract Offer No. 25.
(2) Ameritech Tariff F.C.C. No. 2, Section 22, Contract Offer No. 27.

(C) Contract Offer No. 20 applies to pricing-flexibility-qualified access services (hereafter referred to as (Subject Services) contained in the following tariff sections:

(1) DS1/DS3 Service - SWBT Tariff F.C.C. No. 73, Section 39.5.2.7 and Section 7.3.10 (F);
(2) [1] Service - SWBT Tariff F.C.C. No. 73, Section [1] and Section [1];
(3) [1] - SWBT Tariff F.C.C. No. 73, Section [1], [1], [1] and Section [1].

All terms and conditions for the Subject Services listed above are governed by their respective tariff sections except as noted herein.

[1] See footnote (1) on page 41-125.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.20 Contract Offer No. 20 - DS1, DS3, [1] Service Offer (Cont'd)

41.20.3 Terms and Conditions

(A) Term Period

The contract term is five (5) years, (Term Period) commencing on the date the Telephone Company receives a completed Letter of Authorization (LOA) from the Customer. Contract Offer No. 20 is not renewable.

Purchase of the Subject Services are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 73 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. However such tariff modifications will not change the terms and conditions described in Contract Offer No. 20.

(B) Terms and Conditions

(1) Subject Services to which the Customer already subscribes as of the commencement of the Term Period will receive discounts effective upon the commencement of the Term Period. The discount will be in the form of Annual Billing Credits applied 45 days after the contract anniversary date.

(2) Subject Services purchased after the commencement of the Term Period will receive the discounts only after the Telephone Company issues a completed service order. The discount will be in the form of Annual Billing Credits applied 45 days after the contract anniversary date.

(3) Annual billing credits will be issued for every year in which the Subject Services that have been either converted or are purchased in compliance with the eligibility criteria in Section 41.20.2.

(4) If the Customer should discontinue service under Contract Offer No. 20 during the Term Period, termination liability charges will apply in accordance with Section 41.20.7.

(5) Customer must maintain a MARC (as described in Section 41.20.4) for each year in the Customer's Term Period.

(6) Customer must pay an annual true-up amount if they fail to meet their MARC commitment as described in Section 41.20.6.

[1] See footnote (1) on page 41-125.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.20 Contract Offer No. 20 - DS1, DS3, [1] Service Offer (Cont'd)

41.20.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(7) As referenced in Section 41.20.2(A)(4), the Customer and its affiliates must maintain an Access Service Ratio of 95% or greater. The ratio, calculated annually is the Annual Access Revenue minus Annual Wholesale Revenue, (the associated rate elements not included in the interstate tariff) divided by the total qualified Annual Access Revenue. To maintain compliance with Contract Offer No. 20, the ratio must be greater than or equal to 95%.

The 95% ratio is calculated as follows:

$$\frac{\text{Annual Access Revenue} - \text{Annual Wholesale Revenue}}{\text{Annual Access Revenue}}$$

(a) Where the Annual Access Revenue is the Customer's and its affiliates' current interstate annual recurring billed revenue associated with the rate elements, as defined in Table A below:

TABLE A:

Service	General/Basic Description
Entrance Facilities	6.5.1 (A)
Direct Transport Services	6.5.1 (B)
Direct Analog	7.3.4
Base Rate, DS1 and DS3 Services	7.3.10 (A)
[1]	[1]
[1]	[1]

(b) Annual Wholesale Revenue is the Customer's and its affiliates' annual recurring billed revenue for associated rate elements as defined in Table B below not included in the interstate or intrastate tariff(s).

[1] See footnote (1) on page 41-125.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.20 Contract Offer No. 20 - DS1, DS3, SONET Service Offer (Cont'd)

41.20.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(7) (Cont'd)

TABLE B:

Service Level	Associated Rate Elements Not Included in Interstate Tariff
DS1/LT1	4-wire digital loop DS1 Entrance Facilities DS1 Interoffice Transport DS1 Cross Connects DS1 Multiplexing All DS1 non-tariffed Committed Information Rate Broadband Services
DS3/LT3	DS3 Loop DS3 Entrance Facilities DS3 Interoffice Transport DS3 Cross Connects DS1/DS3 Multiplexing All DS3 non-tariffed Committed Information Rate Broadband Services
OC-3 OC-12 OC-48	OC-3 Entrance Facilities OC-3 Interoffice Transport OC-3 Cross Connects OC-3 Multiplexing OC-12 Entrance Facility OC-12 Interoffice Transport OC-12 Cross Connects OC-12 Multiplexing OC-48 Entrance Facilities OC-48 Interoffice Transport OC-48 Cross Connects OC-48 Multiplexing All OCN equivalent non-tariffed Committed Information Rate Broadband Service
Other Transport Products	Dark Fiber - Interoffice Dark Fiber - Loop Dark Fiber - Subloop Dark Fiber Cross Connects

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.20 Contract Offer No. 20 - DS1, DS3, [1] Service Offer (Cont'd)

41.20.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(7)(c) As new rate elements are introduced and are added to table B in Section 41.20.3(B)(7), all recurring revenues associated with the new associated rate elements will automatically be added to the Customer's Annual Wholesale Revenue as defined in Section 41.20.3(7)preceding, for calculation of the Access Service Ratio.

(d) If the Customer fails to meet the Access Service Ratio in any given year of the term, upon notification from the Telephone Company, the Customer has five (5) business days to notify the Telephone Company in writing that it will meet or exceed the 95% Access ratio within 60 days. Failure to notify in five (5) days and/or failure to rectify in 60 days will cause termination of Contract Offer No. 20 and termination liability charges will apply as set forth in Section 41.20.7.

(8) Customer will not be able to subscribe to any future contract offerings in Section 41 in conjunction with Contract Offer No. 20 that might be offered by the Telephone Company for Subject Services covered under Contract Offer No. 20.

(9) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 20 pursuant to F.C.C. No. 73, Section 2.2.1 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 73, Section 2.2.1 are fulfilled unless: (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) 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 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.

[1] See footnote (1) on page 41-125.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.20 Contract Offer No. 20 - DS1, DS3, [1] Service Offer (Cont'd)

41.20.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(9) (Cont'd)

(b) The proposed assignee or transferee 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 "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

(10) Any disputed billing amounts that have been resolved in favor of the Telephone Company and are due and payable as described in Section 2.4.

If Customer has not remitted payment on undisputed billing for a period of 60 days, the Customer is deemed to have terminated Contract Offer No. 20 and termination liability charges will apply as stated in Section 41.20.7.

41.20.4 Minimum Annual Revenue Commitment (MARC)

Under Contract Offer No. 20, Customer must maintain a MARC. The MARC will be calculated as outlined below in Section 41.20.4 (A). The MARC for the first year will be established as soon as the Telephone Company receives the Letter Of Authorization (LOA) from the Customer.

(A) Determining the Minimum Annual Revenue Commitment

The Customer's MARC for Year 1 is calculated based on the total of the previous three (3) months recurring revenue for all Subject Services in three of the SBC Companies: (Ameritech Operating Companies, Southwestern Bell Telephone Company, and Pacific Bell Telephone Company), multiplied by four (4):

(Prior 3 months recurring revenue) x 4 = YEAR 1 MARC

The MARC for years 2 through 5 will be recalculated at each annual contract anniversary date. The MARC for years 2 through 5 will be calculated as follows:

[1] See footnote (1) on page 41-125.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.20 Contract Offer No. 20 - DS1, DS3, [1] Service Offer (Cont'd)

41.20.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(A) Determining the Minimum Annual Revenue Commitment (Cont'd)

Total of the previous three (3) months recurring revenue for all Subject Services, multiplied by four (4), multiplied by 95%. If the recalculated MARC is greater than the previous year's MARC, the newly recalculated MARC will apply. If the recalculated MARC is less than the previous year's MARC, the previous year's MARC will carryover for the new year.

Example for Year 2 MARC Establishment:

Prior 3 months recurring revenue) x 4 x 95%

If the Value calculated is greater than the YEAR 1 MARC, then the newly calculated MARC will be used as the YEAR 2 MARC.

If the Value is less than the YEAR 1 MARC, then the YEAR 1 MARC will be used for YEAR .

(B) Failure to Achieve the MARC

If the Customer fails to achieve the Annual MARC for any year, it must comply with one of the options below:

(1) The Customer pays the difference between the Annual MARC for the current plan year and the actual annual recurring revenue for the Subject Services as set forth in the true-up Section 41.20.6; or

(2) The Customer terminates its Contract Offer No. 20 and pays termination liability charges as set forth in Section 41.20.7, following.

[1] See footnote (1) on page 41-125.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.20 Contract Offer No. 20 - DS1, DS3, [1] Service Offer (Cont'd)

41.20.5 Discounts

Table C below contains the proposed level of discounts for Contract Offer No. 20.

TABLE C:

Year	MARC Discount	Discount on Recurring Revenue above the MARC
1	7%	20%
2	7%	20%
3	7%	20%
4	9%	20%
5	9%	20%

The Customer will receive the MARC Discount on recurring revenues meeting the MARC. The Customer will receive a 20% Discount on Recurring Revenues above the MARC. The discount will be in the form of a credit applied annually 45 days after the contract anniversary date.

Example for Year 1:

Customers MARC = $25M
Customers actual annual recurring revenues for Subject Services = $30M
Customer will receive a 7% discount on $25M and a 20% discount on $5M

(1) The Telephone Company will waive the following Non-Recurring charges, Design and Central Office Connection Charge per Circuit; Section 39.5.2, 7.3 and Customer Connection Charge per termination; Section 39.5.2, 7.3, associated with the purchase of DS1, DS3, OCN Point to Point, and Dedicated Ring Services.

(2) The Telephone Company will credit the Customer any paid early termination liability charges for the disconnection of DS1s throughout the term of this Contract Offer No. 20, provided that the eligibility criteria in Section 41.20.2, and terms and conditions in Section 41.20.3 have been met.

(3) The Telephone Company will credit the Customer any paid early termination liability charges for the disconnection of DS3s throughout the term of this Contract Offer No. 20 as long as the DS3 has been in service for a minimum of one (1) year, provided that the eligibility criteria in Section 41.20.2 and terms and conditions in Section 41.20.3 have been met.

[1] See footnote (1) on page 41-125.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.20 Contract Offer No. 20 - DS1, DS3, [1] Service Offer (Cont'd)

41.20.6 Annual True-Up

If the Customer fails to achieve the annual MARC commitment as of the anniversary dates, the Customer will be notified by the Telephone Company and will be required to remit an Annual True-Up payment to reach the MARC commitment. The true-up calculation will be performed as follows:

Annual MARC - Actual Annual recurring revenues for Subject Services = Annual True-Up Amount

If the Telephone Company does not receive the Annual True-Up amount within 30 days of its notification, the Customer is deemed to have terminated its Contract Offer No. 20 and termination liability charges will apply as set forth in Section 41.20.7.

[1] See footnote (1) on page 41-125.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.20 Contract Offer No. 20 - DS1, DS3, [1] Service Offer (Cont'd)

41.20.7 Termination Liability Charges

If the Customer terminates service before the completion of the term for any reason whatsoever, the Customer must pay the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 60 days prior to the desired date of termination to the Telephone Company.

If the Customer fails to meet any of the eligibility criteria in Section 41.20.2, or fails to meet any of the Terms and Conditions in Section 41.20.3, the Customer will be deemed to have terminated its participation in Contract Offer No. 20 and termination liability charges will apply as stated below and will be payable pursuant to F.C.C. No. 73, Section 2.5.

Customer's termination liability charge shall be equal to:

100% of all Discounts under Contract Offer No. 20 for the six (6) months immediately prior to the date of termination; plus the following schedule:

(1) If terminated in Year 1, 10% of the Base MARC for the remaining portion of Year 1, plus 10% of the Base MARC for the remaining years of the agreement.

(2) If terminated in Year 2 , 12.5% of the Year 2 MARC for the remaining portion of Year 2, plus 12.5% of the Year 2 MARC for the remaining years of the agreement.

(3) If terminated in Year 3, 12.5% of the Year 3 MARC for the remaining portion of Year 3, plus 12.5% of the Year 3 MARC for the remaining years of the agreement.

(4) If terminated in Year 4, 12.5% of the Year 4 MARC for the remaining portion of Year 4, plus 12.5% of the Year 4 MARC for year 5.

(5) If terminated in Year 5, 10% of the Year 5 MARC for the remaining portion of Year 5.

[1] See footnote (1) on page 41-125.

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41. Pricing Flexibility Contract Offerings

41.21 Contract Offering No. 21 - Self-Healing Transport Network (STN) and [1] Offer

41.21.1 General Description

Self-Healing Transport Network (STN) and [1] Service Offer combines the two services to permit customers to purchase DSRS Ethernet ports in conjunction with STN Volume Options.
This provides the customer Ethernet services without having to purchase a [1].

The Offer is available in Phase 1 (Fayetteville) and Phase 2 (Fort Smith) Pricing Flexibility Metropolitan Statistical Areas(hereafter referred to as MSAs).

Contract Offer No. 21 is only available April 2,2004 through May 2, 2004.

41.21.2 Service Description

(A) [1] - Southwestern Bell Tariff F.C.C. No. 73, Section [1];

(B) Self-Healing Transport Network (STN) - Southwestern Bell Tariff F.C.C. No. 73, Section 19.

41.21.3 Eligibility Criteria

(A) The following eligibility criteria must be met in order to purchase the Self-Healing Transport Network (STN) and [1] Offer:

(1) Service must be located in the following Pricing Flexibility MSAs: Fayetteville, and Fort Smith, AR;

(2) Service must be for new installation orders only;

(3) Customers must purchase two (2) STN Volume option 12's, as described in section 19.4 with 1 or more [1] as described in section 29.3(A)(7).

[1] Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 21 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.21 Contract Offering No. 21 - Self-Healing Transport Network (STN) and [1] (Cont'd)

41.21.4 Terms and Conditions

(A) Term Period

The contract term is five (5) years commencing on the date the billing begins. Billing commences no more than five (5) days following the Telephone Company's completion of the service order. This offer is not renewable.

If at the expiration of Customer's contract term, Customer elects to continue service, the Customer shall select from the STN payment options described in Section 19.4 for Phase 1 MSAs and Section 39.5.2.11 for Phase 2 MSAs; and [1] rates as set forth in Section [1] for Phase 1 MSAs and Section 39.5.2.15 for Phase 2 MSAs.

(B) Terms and Conditions

(1) Contract Offer No. 21 is only available April 2, 2004 through May 2, 2004.

(2) Customer must purchase a [1] in Section [1] or [1] with a Self-Healing Transport Network Volume Option 12 or higher as described in 19.4 or 39.5.2.11.

(3) Customer must submit a Letter of Authorization / Firm Order Commitment (LOA-FOC).

(4) If, after the Telephone Company receives the Letter of Authorization / Firm Order Commitment (LOA-FOC) and prior to commencement of the Term Period, the Customer cancels the LOA-FOC, cancellation charges will apply. Cancellation charges equal the actual costs incurred by the Telephone Company up to the date of cancellation.

(5) If the Customer should discontinue service under Contract Offer No. 21 during the Term Period, termination liability charges will apply in accordance with Section 41.21.6.

[1] See footnote (1) on page 41-136.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.11 Contract Offering No. 21 - Self-Healing Transport Network (STN) and [1] (Cont'd)

41.21.4 (B) Terms and Conditions(Cont'd)

(6) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 21, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include but are not limited to reconfiguration of existing [1], [1], [1], [1] and [1].

(7) Rate stability under this contract term applies only to the rates specific to Self-Healing Transport Network (STN) and [1] Offer. Purchase of the services listed above under Self-Healing Transport Network (STN) and [1] Offer is also subject to certain rates and charges in other sections of this tariff as applicable and as such rates and charges may be modified through the filing of tariff changes at any time during the term of the services.

(8) Customer may not combine any future contract offer in section 41 with Contract Offer No. 21.

(9) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 21 pursuant to F.C.C. No. 73, Section 2.2.1 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 73, Section 2.2.1 are fulfilled unless: (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) 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 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.

[1] See footnote (1) on page 41-136.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.21 Contract Offering No. 21 - Self-Healing Transport Network (STN) and [1] (Cont'd)

(B) Terms and Conditions (Cont'd)

(9) (Cont'd)

(b) The proposed assignee or transferee 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 "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

(10) Services under Contract Offer No. 21 will not be eligible for discounts under the Managed Value Plan (MVP) offer in Section 38.

41.21.5 Rates and Charges

(A) Rates and charges for Self-healing Transport Network are set forth in Section 19.4 for Phase 1 MSAs and Section 39.5.2.11 for Phase 2 MSAs.

(B) Rates for [1] are set forth in section [1] for Phase 1 MSAs and Section [1] for Phase 2 MSAs.

41.21.6 Termination Liability

If Customer terminates service before the completion of the term for any reason, Customer agrees to pay to the Telephone Company termination liability charges. These charges shall become due as of the effective date of the cancellation or termination and are payable as described in Section 19.3.15 (STN).

[1] See footnote (1) on page 41-136.

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41. Pricing Flexibility Contract Offerings

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer

41.22.1 General Description

Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Contract Offer No. 22) is an access discount plan that provides Customers with Incentive Discounts and Portability Incentives (as defined in Section 41.22.4) in accordance with the terms and conditions as set forth in this Section 41.22.

41.22.2 Services Available For WAMS-VIP Offer

(A) Contract Offer No. 22 applies to qualified access services contained in Southwestern Bell Telephone Company Tariff F.C.C. No. 73 (Qualified Access Services), listed in Table A below:

Table A

Service	General Basic Description	Rates and Charges	
MegaLink Data Services	7.3.9	7.3.9(F)	39.5.2.6
High Capacity Service	7.3.10	7.3.10(F)	39.5.2.7
Self-Healing Transport Network (STN)	19.1	19.4	39.5.2.11
MegaLink Custom Service	20.1	20.5	39.5.2.12
(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)
Broadband Circuit Service (BCS)	35.1	35.3	39.5.2.14
(1)	(1)	(1)	(1)
ReliaNet Service	31.3	31.3.3	39.5.2.13
(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)

(B) When additional Qualified Access Services are added to the services available under F.C.C. No. 73, all billed, recurring revenues for such additional Qualified Access Services will be added to this Contract Offer No. 2 for the purposes of calculating the Incentive Discounts and Portability Incentives included in this Contract Offer No. 22.

(1) Material previously contained in this section has been deleted. DSRS, GigaMAN, MON, and OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 22 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.2 Services Available Under WAMS-VIP Offer (Cont'd)

(C) All terms and conditions for the Qualified Access Services are governed by the respective tariff sections, except as noted in this Contract Offer No. 22.

41.22.3 WAMS-VIP Offer Terms and Conditions

The following terms and conditions apply to this Contract Offer No. 22:

(A) Eligibility Criteria

(1) The Qualified Access Services must be located within the "Operating Territory" of the Telephone Company, as described in F.C.C. No. 73, Section 15 (Operating Territory);

(2) Incentive Discounts earned by the Customer under this Contract Offer No. 22 shall be applied in the form of a credit to the Customer's bill(s) for Qualified Access Services, located in the following MSAs where Telephone Company has been granted pricing flexibility:

Fayetteville, Fort Smith and Little Rock, Arkansas; Kansas City, Topeka, and Wichita, Kansas; Kansas City, Springfield and St. Louis, Missouri; Oklahoma City and Tulsa, Oklahoma; Amarillo, Austin/San Marcos, Beaumont, Corpus Christi, Dallas/Fort Worth, El Paso, Houston, Lubbock, Midland and San Antonio, Texas; and

(3) All traffic on the Qualified Access Service(s) must originate or terminate on a wireless carrier's network;

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.3 WAMS-VIP Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Revenue commitments are based on billed, recurring charges for the Qualified Access Services and specifically exclude any non-recurring charges and Incentive Discounts earned under this Contract Offer No. 22;

(2) Customer must maintain a Baseline Minimum Annual Revenue Commitment of $29,652,000 (Baseline MARC) for Qualified Access Services, which includes a Baseline SONET Minimum Annual Revenue Commitment of $6,935,000 for SONET Services (Baseline SONET MARC);

(3) Contract Offer No. 22 Incentive Discounts and Portability Incentives are in addition to, and do not alter, any of the existing service discount/term plans available in the Telephone Company's respective tariffs; except that billed, recurring revenues that are discounted under this Contract Offer No. 22 are not eligible under the Managed Value Plan (MVP) offered in F.C.C. No. 73, Section 38, nor are billed, recurring revenues under MVP eligible for discounts under this Contract Offer No. 22;

(4) The Telephone Company reserves the right to change rates for Qualified Access Services included under Contract Offer No. 22, but in the event of such rate modifications no change will be made to the Baseline MARC or the Baseline SONET MARC;

(5) Qualified Access Services are subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 73 (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services) and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. However such tariff modifications will not change the terms and conditions described in Contract Offer No. 22;

(6) This Contract Offer No. 22 is available May 29, 2004 through July 29, 2004;

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.3 WAMS-VIP Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(7) The Customer must meet the criteria described for Incentive Discounts and Portability Incentives, as provided in Section 41.22.4; and

(8) To subscribe to Contract Offer No. 22, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company. The LOS shall contain the effective date ("Effective Date") and the Access Customer's Name Abbreviation(s) (ACNA) and must be signed by the Customer and the Telephone Company's representative.

(C) Term Period

The contract term (Term Period) is eighty-four (84) months commencing on the Effective Date. Each twelve (12) month period beginning with the Effective Date shall be a Term Year. At the end of the Term Period, the Incentive Discounts and Portability Incentives provided in this Contract Offer No. 22 shall be discontinued. This offer is not renewable.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.4 WAMS-VIP Offer Incentive Discounts

Customer will be eligible for the following Incentive Discounts and/or Portability Incentives (collectively "Incentives") under this Contract Offer No. 22 during each of the Term Years:

Incentive Discount Commitment Credit (IDCC),
Incentive Discount Achievement Credit (IDAC),
Incentive Discount for SONET Services (SONET-ID),
Incentive Discount for WinBack Services (WinBack Incentive), and
Portability Incentive for DS1s and DS3s (Portability Incentive).

(A) Incentive Discount Commitment

In order to qualify for the IDCC, IDAC, SONET-ID and Portability Incentives, Customer must maintain the "Incentive Discount Commitment" (IDC):

(1) Establishment of the IDC

(a) For Term Year one (1) the Customer's IDC will equal the Baseline MARC.

(b) For Term Years two (2) through seven (7) the Customer's IDC will be the greater of:

(i) The Achieved Revenue Amount, as defined in Section 41.22.5, from the previous Term Year;

(ii) The IDC from the previous Term Year; or

(iii) The sum of the Achieved Revenue Amount from the previous Term Year plus the Shortfall IDAC Payment, when the Customer makes a Shortfall IDAC Payment, as defined in Section 41.22.4(C)(1)(e).

(2) Application of Incentive Discount Commitment
If during the Annual True-Up, as defined in Section 41.22.5(A), the Customer's Achieved Revenue Amount meets or exceeds the IDC, the Telephone Company will apply the IDCC, IDAC, SONET-ID and Portability Incentives for the following Term Year, provided the criteria in Section 41.22.4(B),(C),(D) and (F) respectively, are met.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(A) Incentive Discount Commitment (Cont'd)

(2) Application of Incentive Discount Commitment (Cont'd)

Example: In Term Year one (1), the Customer's Achieved Revenue Amount, determined by the Annual True-Up, equals $34,000,000 and the IDC is $29,652,000. Since the Achieved Revenue Amount exceeds the IDC, the Telephone Company would apply the IDCC, IDAC, SONET-ID and Portability Incentives in Term Year two (2), based on the Customer's IDC for Term Year two (2) of $34,000,000.

(3) Notwithstanding the above, Incentives shall not be applied unless and until Customer is current in paying (or properly disputing) all invoices submitted for payment by the Telephone Company for billed, recurring Qualified Access Services in accordance with F.C.C. No. 73, Section 2.

(B) Incentive Discount Commitment Credit for Qualified Access Services

For each Term Year, the Customer will be eligible for an "Incentive Discount Commitment Credit" (IDCC) according to Table B, as per sub-section (1) below.

Table B

IDC-Level	IDC Range			IDCC
1	$29,652,000	up to	$31,875,999	$ 318,000
2	$31,876,000	up to	$34,099,999	$ 511,000
3	$34,100,000	up to	$35,804,999	$ 716,000
4	$35,805,000	up to	$37,509,999	$ 937,000
5	$37,510,000	up to	$39,384,999	$1,181,000
6	$39,385,000	up to	$41,260,999	$1,444,000
7	$41,261,000	up to	$42,291,999	$1,691,000
8	$42,292,000	up to	$43,323,999	$1,949,000
9	$43,324,000	up to	$44,406,999	$2,220,000
10	$44,407,000	up to	$45,489,999	$2,501,000
11	$45,490,000	up to	$46,626,999	$2,798,000
12	$46,627,000	up to	$47,764,999	$3,105,000
13	$47,765,000	or Greater		$3,510,000

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(B) Incentive Discount Commitment Credit for Qualified Access Services (Cont'd)

(1) Application of Incentive Discount Commitment Credit

(a) The Telephone Company will apply the IDCC to the Customer's bill(s) for Qualified Access Services in those Term Years for which the Customer qualifies for the IDCC per Section 41.22.4(A),as follows:

(i) One-quarter of the IDCC will be applied thirty (30) days in arrears from the end of the first, second and third quarters of the Term Year, based on the IDCC determined under Section 41.22.4(B)(1)(b)and 41.22.4(B)(1)(c) below; and

(ii) One-quarter of the IDCC will be applied sixty (60) days in arrears from the end of the fourth quarter of the Term Year, as per the Annual True-Up described in Section 41.22.5.

(b) The IDCC applied during the first three (3) quarters of Term Year one (1) shall be based upon IDC-Level 1.

(c) The IDCC applied during the first three (3) quarters for Term Years two (2) through seven (7) will be based upon the IDC-Level attained using the IDC established in Section 41.22.4(A).

(C) Incentive Discount Achievement Credit for Qualified Access Service

For each Term Year, the Customer will be eligible for an Incentive Discount Achievement Credit (IDAC) according to Table C, as per sub-section 1 below.

Table C

IDAC-Level	IDAC Range			IDAC
1	$29,652,000	up to	$34,099,999	$4,781,385
2	$34,100,000	up to	$37,509,999	$5,370,719
3	$37,510,000	up to	$41,260,999	$6,010,100
4	$41,261,000	up to	$43,323,999	$6,875,000
5	$43,324,000	up to	$45,489,999	$7,663,000
6	$45,490,000	up to	$47,764,999	$8,512,200
7	$47,765,000	or Greater		$9,075,252

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Achievement Credit for Qualified Access Service (Cont'd)

(1) Application of Incentive Discount Achievement Credit

(a) The Telephone Company will apply the IDAC to the Customer's bill(s) for Qualified Access Services in those Term Years for which the Customer qualifies for the IDAC per Section 41.22.4(A), as follows:

(i) Half of the IDAC will be applied thirty (30) days in arrears from the end of the first quarter of the Term Year, and the remaining half of the IDAC will be applied thirty (30) days in arrears from the end of the second quarter of the Term Year.

(b) The IDAC applied during the first and second quarters of Term Year one (1) shall be based upon IDAC-Level 1.

(c) The IDAC applied during the first and second quarters for Term Years two (2) through seven (7) will be based upon the IDAC-Level attained using the IDC as established in Section 41.22.4(A).

(d) The IDAC corresponding to each IDAC-Level will be credited to the Customer as provided below:

(i) The IDAC corresponding to IDAC-Level 1 will be available to the Customer only once during the Term Period;

(ii) The IDAC corresponding to IDAC-Levels two (2) through seven (7) will each be credited to the Customer only once during the Term Period except when:

1. The Customer skips an IDAC-Level from one Term Year to the next Tem Year; or

2. The Customer skips IDAC-Level 1 at the end of Term Year one (1).

(iii) If the Customer has skipped one (1) or more IDAC-Levels from one (1) Term Year to the next Term Year, the Customer will be eligible to receive the IDAC corresponding to the higher IDAC-Level more than once, provided that the Achieved Revenue Amount in the following Term Year remains within the IDAC Range of the higher IDAC-Level;

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Achievement Credit for Qualified Access Service (Cont'd)

(1) Application of Incentive Discount Achievement Credit (Cont'd)

(d) (Cont'd)

(iv) The number of times the Customer will be eligible for an IDAC corresponding to a given IDAC-Level shall be equal to the initial application of the IDAC plus the number of skipped IDAC-Levels;

(v) The Customer will not be eligible for the IDAC corresponding to a skipped IDAC-Level;

(vi) If the Customer achieves IDAC-Level 7 in any given Term Year, the IDAC corresponding to IDAC-Level 7 will be credited to Customer in any subsequent Term Year in which the Customer qualifies for IDAC-Level 7.

For example, if at the end of Term Year 1, the Customer's Achieved Revenue Amount equaled $42,000,000, the Customer would be eligible for an IDAC commensurate with IDAC-Level 4, skipping IDAC-Levels 1, 2 and 3.

If at the end of Term Years 2, 3 and 4, the Customer's Achieved Revenue Amount is between $42,000,000 and $43,323,999, the Customer would be eligible for the IDAC corresponding to IDAC-Level 4 for each of those three Term Years. The Customer would not be eligible for the IDAC corresponding to IDAC-Level 4 in Term Years 5, 6 or 7.

(e) If the Customer's Achieved Revenue Amount from one Term Year is not sufficient for the Customer to qualify for an IDAC in the following Term Year, the Customer may make a shortfall payment (Shortfall IDAC Payment). The Shortfall IDAC Payment amount would equal the difference between the Achieved Revenue Amount and the minimum value of the IDAC Range for the next IDAC-Level that is still available to the Customer.

(i) The Telephone Company shall notify the Customer within thirty (30) days of the end of the Term Year of any Shortfall IDAC Payment amount for the subsequent Term Year.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Achievement Credit for Qualified Access Service (Cont'd)

(1) Application of Incentive Discount Achievement Credit (Cont'd)

(e) (Cont'd)

(ii) Customer shall make the Shortfall IDAC Payment within thirty (30) days after receiving said notification from the Telephone Company.

(iii) Upon receipt of the Shortfall IDAC Payment, the Telephone Company will apply the IDAC for the first quarter of the subsequent Term Year per Section 41.22.4(C)(1).

(iv) If the Customer does not make the Shortfall IDAC Payment, no IDAC will be applied for the subsequent Term Year.

(D) Incentive Discount for SONET Services

The Customer is eligible for additional Incentive Discounts for SONET Services, "SONET-Incentive Discounts" (SONET-ID), at the end of each Term Year if the Customer's incremental billed, recurring revenues for SONET Services fall within one of the SONET-ID Levels set forth in Table D below. The SONET-ID Level is the amount of SONET billed, recurring revenues in a Term Year above the Baseline SONET MARC ($6,935,000).

Table D

SONET-ID Level	SONET-ID
$0 - $239,999	0%
$240,000 - $479,999	10%
$480,000 - $719-999	11%
$720,000 - $959,999	12%
$960,000 - $1,199,999	13%
$1,200,000 - $1,439,999	14%
$1,440,000 - $1,679,999	15%
$1,680,000 or above	16%

The Telephone Company will apply the SONET-ID in the form of a credit to the Customer's bill(s) for Qualified Access Services sixty (60) days in arrears from the end of the fourth quarter of the Term Year.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(D) Incentive Discount for SONET Services (Cont'd)

Example:
Customer has ended a given Term Year of Contract Offer No. 22, and the billed, recurring revenue for SONET Service equals $7,900,000. The SONET-ID for the Term Year is 13%, or $125,450.

$7,900,000 - $6,935,000 = $965,000 (incremental SONET-ID revenue)
$965,000 X 13% = $125,450 (SONET-ID)

(E) Incentive Discount for WinBack Services

If the Customer elects to obtain Qualified Access Service(s) located in MSAs where the Telephone Company has been granted pricing flexibility within the Operating Territory, in place of access service(s) that is provided by a carrier other than the Telephone Company or one of its affiliates, the Customer will receive a one-time credit equal to twenty percent (20%) of the first twelve (12) months billed, recurring revenue for that new Qualified Access Service (WinBack Incentive).

This WinBack Incentive credit will be applied in addition to the Incentives described in Sections 41.22.4(B), (C), (D) and (F).

(1) Eligibility Criteria for WinBack Incentive

(a) The Customer must present reasonable and verifiable information, which includes but is not limited to circuit detail or coordinated move orders, to demonstrate the service being converted is currently being provided by a carrier other than the Telephone Company or its affiliates; and

The new Qualified Access Service(s) ordered must have a minimum term period of twelve (12) months for DS1 and DS3 orders and thirty-six (36) months for SONET services.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(E) Incentive Discount for WinBack Services (Cont'd)

(2) Application of WinBack Incentive

(a) The Telephone Company will apply the credit to the Customer's bill(s) for Qualified Access Services that follows the end of the initial twelve (12) month period, thirty (30) days in arrears, as follows:

(i) When the Telephone Company and Customer have identified the start date for the term period of the WinBack Qualified Access Service in a authorization letter, the initial twelve 12-month period will be the twelve (12) month period commencing on that start date; or,

(ii) When the start date for the term period of the WinBack Qualified Access Service is established by the completion of an access service order, the initial twelve (12) month period will be the twelve (12) month period commencing on the day the access service order is completed.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(F) DS1/DS3 Portability Incentive

The Portability Incentive waives termination liability charges that would otherwise be assessed to the Customer for moves of DS1 and DS3 Qualified Access Services.

This Portability Incentive is in addition to the Incentives described in Sections 41.22.4(B),(C),(D) and (E).

(1) Eligibility Criteria for DS1/DS3 Portability Incentive

The following criteria must be met in order to receive the Portability Incentive:

(a) Customer's DS1s and DS3s must meet the Minimum Period requirements, as established under F.C.C. No. 73, Section 2.5.4, at the previous location;
(b) The term period of the new circuit must be equal to, or greater than, the remaining term of the disconnected circuit;
(c) The disconnect and new service must be within the Operating Territory; and
(d) Any applicable DS1 Minimum Monthly Revenue Commitment(MMRC) level reductions (disconnect access service order), as established under F.C.C. No. 73 Section 39.4 or Section 7.2, in one MSA, must be offset by an equal MMRC level increase (new access service order) in the new MSA.

(2) Quarterly Review of Disconnect Access Service Orders

If Customer qualified for the Portability Incentive as set forth in Section 41.22.4(A) but cumulative "disconnect" access service orders exceeded "add" access service orders during the Term Year, as measured on a quarterly basis, the Customer will be assessed termination liability charges on the sum difference between the cumulative disconnect and add access service orders.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.5 WAMS-VIP Annual True-Up

(A) An annual true-up calculation is performed after each Term Year ("Annual True-Up") to establish any fourth quarter Incentive credits, adjustments or other payments that apply for the preceding twelve (12) month period, as determined by whether:

(1) Customer maintained its Baseline MARC and Baseline SONET MARC during that Term Year; and

(2) Customer earned the IDCC and IDAC received during the 1st, 2nd and 3rd quarters of the Term Year ("Applied IDCC" and "Applied IDAC", respectively).

For the purposes of the Annual True-Up calculations, the Customer's billed, recurring revenue for Qualified Access Services during the Term Year will constitute the Customer's "Achieved Revenue Amount". The IDCC and/or IDAC earned using the Achieved Revenue Amount compared to Table B and Table C will constitute the "Earned IDCC" and "Earned IDAC".

(B) Annual True-Up Calculations

(1) Baseline MARC Annual True-Up:
The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the Baseline MARC.

(a) If Customer's Achieved Revenue Amount falls below the Baseline MARC, the Customer may pay the difference between the Baseline MARC and the Achieved Revenue Amount (Shortfall Payment).

(i) The Telephone Company will notify the Customer within thirty (30) days of the end of the Term Year of any Shortfall Payment.

(ii) Customer may make the Shortfall Payment and return the difference between the Applied IDCC and the Earned IDCC, associated with the Baseline MARC, within thirty (30) days after receiving notification from the Telephone Company.

(iii) The following Term Year's IDC and IDCC will be determined as set forth in Section 41.22.4(A)and (B).

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(1) Baseline MARC Annual True-Up: (Cont'd)

Example of Baseline MARC Annual True-Up:
If Customer's Achieved Revenue Amount in Term Year 5 is $28,000,000, the Baseline MARC of $29,652,000 has not been met. Customer may choose to pay the difference of $1,652,000 (29,652,000 - 28,000,000) and repay the difference between the Applied IDCC and the Earned IDCC.

(b) If Customer's Achieved Revenue Amount falls below the Baseline MARC for any given Term Year, and the Customer does not make the Shortfall Payment, this Contract Offer Subscription shall terminate and termination liability charges will apply, as described in Section 41.22.8(A).

(2) Baseline SONET MARC Annual True-Up:
The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the Baseline SONET MARC.

(a) If the Customer's Achieved Revenue Amount meets or exceeds the IDC, but the Baseline SONET MARC is not maintained, the Earned IDCC will be reduced ("IDCC Reduction"), as explained in subparagraph (i)through (iii) below.

(i) The IDCC Reduction will be calculated by taking the Baseline SONET MARC less the billed, recurring revenues for SONET Services for the Term Year, and multiplying that amount by ninety-five percent (95%) or (.95).

(ii) The Telephone Company will reduce the amount of the Earned IDCC, to be applied in the fourth quarter, by the IDCC Reduction. If the IDCC Reduction exceeds the value of the fourth quarter IDCC, the Telephone Company will reduce the Applied IDCC in the subsequent Term Year by the remaining amount of the IDCC Reduction.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(2) Baseline SONET MARC Annual True-Up: (Cont'd)

(a) (Cont'd)

(iii) The following Term Year's IDCC will be determined as set forth in Section 41.22.4(B).

Example of Baseline SONET MARC Annual True-Up:

If billed, recurring revenue for SONET Service equals $6,500,000 and the Achieved Revenue Amount equals $42,000,000, the IDCC Reduction would equal (($6,935,000 - $6,500,000)*.95)), or $413,250, and the Earned IDCC would be adjusted to $1,277,750 ($1,691,000 - $413,250).

The amount of the fourth quarter IDCC would equal $9,500 ($422,750 - $413,250).

(b) If the Baseline SONET MARC is not maintained by Customer, as a result of SONET rate reductions and/or rate restructures that are directly attributed to actions of the Telephone Company and not attributed to Customer, the IDCC Reduction will be zero (0).

(3) IDCC Annual True-Up:

The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the IDC.

(a) If the Customer's Achieved Revenue Amount meets or exceeds the IDC, the Telephone Company will determine the Earned IDCC and the fourth quarter credit amount. The fourth quarter credit amount will be the difference between the Earned IDCC and the Applied IDCC. The Customer would receive its fourth (4th) quarter payment, as set forth in Section 41.22.4(B)(1)(a)(ii).

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 20 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.5 WAMS-VIP Annual True-Up (Cont'd)

(B) The Annual True-Up Calculation (Cont'd)

(3) IDCC Annual True-Up: (Cont'd)

(b) If the Customer's Achieved Revenue Amount falls below the IDC, the Customer may pay the difference between the Achieved Revenue Amount and the IDC ("Make-Up Payment") or Customer will refund the Applied IDCC to Telephone Company, as detailed below.

(i) The Telephone Company shall notify the Customer within thirty (30) days of the end of the Term Year of any Make-Up Payment.

(ii) Customer shall pay the Make-Up Payment within thirty (30) days after receiving said notification from the Telephone Company.

(iii) The Telephone Company will apply the appropriate IDCC for the fourth quarter of the Term Year within thirty (30) days of receiving the Make-Up Payment. The fourth quarter credit amount will be the difference between the Earned IDCC and the Applied IDCC. The following Term Year's IDCC will be determined as set forth in Section 41.22.4(B).

(iv) If the Customer chooses not to make the Make-Up Payment, the customer will repay the Applied IDCC. Repayment is due thirty (30) days after notification from the Telephone Company identified in subparagraph (i) above.

Example of IDCC Annual True-Up:

If the Achieved Revenue Amount for Term Year 3 is $42,000,000 and the IDC is $40,000,000 the Earned IDCC would be $1,691,000. The IDCC applied for the 4th quarter would be equal to $1,691,000 less the Applied IDCC received by the Customer for the Term Year or $608,000.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.5 WAMS-VIP Annual True-Up (Cont'd)

(B) The Annual True-Up Calculation (Cont'd)

(4) IDAC Annual True-Up:

(a) For Term Year one (1),if the Customer's Achieved Revenue Amount is within the IDAC Range associated with the Applied IDAC, no fourth (4th) quarter credit will be applied by the Telephone Company.

(b) For Term Year one (1), if the Customer's Achieved Revenue Amount exceeds the IDAC Range associated with the Applied IDAC, Telephone Company will issue an additional credit due to Customer equating to the difference between the Earned IDAC and the Applied IDAC. The credit will be applied sixty (60) days in arrears from the end of the fourth quarter of the Term Year.

(c) For Term Years two (2) through seven (7), no Annual True-Up will be performed on the IDAC.

Example of Term Year 1 IDAC Annual True-Up:

If the Achieved Revenue Amount for Term Year one (1) is $37,000,000, the Earned IDAC would be $5,370,719. The IDAC applied for the 4th quarter would be equal to $589,334 ($5,370,719 - $4,781,385).

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.20 Contract Offer No. 20 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.6 WAMS-VIP Offer Merger/Acquisitions

(A) Assignment/Successors

(1) If the Customer wishes to assign or transfer its rights and obligations under this Contract Offer 22 ("Contract Offer Subscription"), the Telephone Company will permit such transfer or assignment if the criteria in F.C.C. No. 73 Sections 2.2.1(B) and (C) are fulfilled, unless the proposed assignee or transferee demonstrates a lack of credit worthiness under any of the criteria in (a), (b) or (c) below, or if the assignee or transferee or its parent, has commenced or had initiated against it a voluntary receivership or bankruptcy proceeding.

(a) Any debt of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade as defined by the securities and exchange commission or;

(b) 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 a rating organization for a possible downgrade or;

(c) The proposed assignee or transferee 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

(i) Fair or below in a composite credit appraisal published by Dun and Bradstreet, or;

(ii) High risk in a Paydex score as published by Dun and Bradstreet.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.6 WAMS-VIP Offer Merger/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) The terms and conditions of the Contract Offer No. 22 shall continue in full force and effect if the Customer merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity (Transfer). After a Transfer, if the other entity also purchases Qualified Access Service(s) from the Telephone Company, either directly or through any affiliates, the Customer shall not include under the Contract Offer Subscription any of the billed, recurring revenue for the Qualified Access Services of the other entity in place as of the date the Transfer is finalized (Transfer Date), except as may be provided below.

Notwithstanding the foregoing, the Customer may choose, at its discretion, one of the options set forth in subsections (i)-(iii) below (Options), within the time period that is between twelve (12) months and twenty-four (24) months after the Transfer Date.

To exercise an Option, the Customer shall send written notice to the Telephone Company within the time period described above stating which Option the Customer selects. The date that the Customer sends that written notice shall be the "Option Exercise Date". None of the Options shall alter in any way the terms or conditions of any contract or tariff pursuant to which the other entity obtains Qualified Access Services from the Telephone Company, including but not limited to any terms or conditions related to termination.

Option (i): The Customer and Telephone Company shall recalculate the Baseline MARC, Baseline SONET MARC, IDC, IDC Ranges, IDCCs, IDACs and IDAC Ranges (Key Numbers) for the period from the Option Exercise Date to the end of the Term Period, to allow for the combined billed, recurring revenues for Qualified Access Services of the Customer and the merged or acquiring company to be covered under the Contract Offer Subscription, provided the following conditions are met:

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

Option (i): (Cont'd)

(1) One hundred percent (100%) of the total combined billed, recurring revenues for Qualified Access Services of Customer and the other entity must be included in the Contract Offer Subscription;

(2) The Baseline MARC and Baseline SONET MARC will be adjusted according to the following formula:

(a) The Baseline MARC will be equal to one hundred percent (100%) of the other entity's billed, recurring revenues for Qualified Access Services for the three (3) months immediately preceding the Option Exercise Date multiplied by four (4) plus 29,652,000. This shall be the "Combined Baseline MARC"; and

(b) The Baseline SONET MARC will be equal to one hundred percent (100%) of the other entity's billed, recurring revenues for Qualified Access Services that are SONET services for the three (3) months immediately preceding the Option Exercise Date multiplied by four (4) plus $6,935,000. This shall be the "Combined Baseline SONET MARC."

(3) The IDC for the remainder of the then-current Term Year will be adjusted according to the following formula:

The IDC will be equal to one hundred percent (100%) of the other entity's actual billed recurring Qualified Access Services revenues for the three months immediately preceding the Option Exercise Date multiplied by four (4) plus the Customer's current IDC. This shall be the "Combined IDC";

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

Option (i): (Cont'd)

(4) The IDC and IDAC Ranges will be adjusted according to the following formula:

The Option 1 multiplier ("Option 1 Multiplier"), which equals the ratio of the Combined IDC to the Customer's current IDC, will be applied to the minimum and maximum values of the IDC and IDAC Ranges associated with the IDC and IDAC-Levels that are still available to the Customer, as defined in Section 41.22.4.

Example:
IDC = $37,900,000
Current IDAC Level = 3
IDAC Range Minimum = $37,510,000
IDAC Range Maximum = $41,260,999

New Entity Revenue = $25,000,000
Combined IDC = $62,900,000 ($37,900,000 plus $25,000,000)
Option 1 Multiplier = 1.66 ($62,900,000/$37,900,000)
Combined IDAC Range Minimum = $62,266,600 ($37,510,000 multiplied by 1.66)
Combined IDAC Range Maximum = $68,493,258 ($41,260,999 multiplied by 1.66)

(5) The IDCCs and IDACs amounts will be adjusted according to the following formula:

The Option 1 Multiplier will be applied to the IDCC and the IDAC associated with the IDCC and IDAC-Levels which remain available to the Customer in order to determine the Combined IDCC and IDAC Ranges.

Example:
IDC = $37,900,000
Current IDAC-Level = 3
IDAC = $6,010,100

New Entity Revenue = $25,000,000
Combined IDC = $62,900,000 ($37,900,000 plus $25,000,000)
Option 1 Multiplier = 1.66 ($62,900,000/$37,900,000)
Combined IDAC = $9,976,766 ($6,010,100 multiplied by 1.66)

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

Option (i): (Cont'd)

(6) The Customer must have at least forty-eight (48) months remaining in the Term Period under the Contract Offer Subscription or, if less than forty-eight (48) months are remaining in the Term Period under the Contract Offer Subscription, the Term Period shall be automatically extended so that the terms and conditions of the Contract Offer No. 22 remain in effect for forty-eight(48) months after the Option Exercise Date; and

(7) The Telephone Company will recalculate the Key Numbers within sixty (60) days of the Option Exercise Date with no credits being applied to the Customer's bill(s) during this sixty (60) day period. Starting with the remaining quarters combined Key Numbers will be used to determine applicable IDCC and IDAC credit amounts.

(a) If the Option Exercise Date falls within the 1st, 2nd or 3rd quarter of the respective Term Year, the initial credit application of Any eligible Combined IDCC and/or Combined IDAC will occur thirty (30) days after the Key Numbers are determined or thirty (30) days in arrears of the end of the quarter, whichever is later; or

(b) If the Option Exercise Date falls within the fourth quarter of the respective Term Year, the initial credit application of any eligible Combined IDCC and/or Combined IDAC will occur thirty (30) days after the Key Number are determined or sixty (60) days in arrears of the end of the quarter, whichever is later.

Option (ii): The Customer and Telephone Company shall endeavor to negotiate new Key Numbers for the period from the Option Exercise Date to the end of the Term Period, to allow for the combination of the billed, recurring revenues for Qualified Access Services of the Customer and the merged or acquiring company to be covered under this Contract Offer Subscription provided the following conditions are met:

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.20 Contract Offer No. 20 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

Option (ii): (Cont'd)

(1) The Customer and Telephone Company shall each identify a team (composed of business and network subject matter experts) which shall negotiate new Key Numbers in good faith;

(2) If these discussions do not result in mutual agreement on new Key Numbers within sixty (60) days of the date of the Option Exercise Date, either Customer or Telephone Company may provide written notice to the other requesting that each party appoint a knowledgeable, responsible representative(s) to meet and negotiate in good faith to agree upon new Key Numbers. The Customer and Telephone Company intend that these negotiations be conducted by non-lawyer, business representatives. The location, form, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives;

(3) The Customer and Telephone Company shall endeavor to reach agreement upon the new Key Numbers within one hundred twenty (120) days of the Option Exercise Date; and

(4) If the Customer and Telephone Company cannot mutually agree upon new Key Numbers within timelines outlined above, and the Customer does not wish to continue according to the rates terms and conditions of this Contract Offer Subscription, the Customer may terminate the Contract Offer Subscription by giving thirty (30) days written notice to the Telephone Company. Upon such termination, the Telephone Company shall bill the Customer, and the Customer shall pay to the Telephone Company, termination liability charges as described below:

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

Option (ii): (Cont'd)

(4) (Cont'd)

(a) For termination that occurs between twelve (12) and twenty-four (24) months after the Effective Date, eighty percent (80%) of all IDCC and IDAC Provided to the Customer pursuant to this Contract Offer No. 22; or

(b) For termination that occurs after the first twenty-four (24) months after the Effective Date, fifty percent (50%) of all IDCC and IDAC provided to the Customer pursuant to this Contract Offer No. 22.

Option (iii): The Contract Offer Subscription shall be terminated as set forth within Section 41.22.8(A).

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets
If Customer is required by a regulatory agency to divest any markets, market spectrum or customers ("Divested Market"), in connection with a Transfer, the Customer can request that Key Numbers be recalculated by the Telephone Company. The Customer shall send written notice to the Telephone Company within sixty (60) days of completing a market divestiture. The date the Customer sends that written notice shall be the "Divestiture Notice Date". The Telephone Company will recalculate the Key Numbers as described below:

(1) The Baseline MARC, IDC, IDCC Ranges and IDAC Ranges will be reduced, by either of the following methods, at the Customer's discretion ("Divested Revenue"):

(a) One hundred percent (100%) of the Divested Market's billed, recurring revenues for Qualified Access Services for the three (3) months immediately preceding the notification multiplied by four (4); or

(b) A revenue amount that is less than the amount determined under subparagraph (a) above.

(2) The Baseline SONET MARC will be reduced, by either of the following methods, at the Customer's discretion ("Divested SONET Revenue"):

(a) One hundred percent (100%) of the Divested Market's billed, recurring revenues for Qualified Access Services that are SONET revenues for the three (3) months immediately preceding the notification multiplied by four (4); or

(b) A revenue amount that is less than the amount determined under subparagraph (a) above.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets(Cont'd)

(3) The IDCCs and IDACs will be reduced according to the following steps:

Step 1.

Determine the impact on total revenue by calculating the "Divestiture Percentage". The Divestiture Percentage is the percent change between the Pre-Divest and Post-Divest revenues. The "Pre-Divest Revenue" equals 100% of the Customer's billed, recurring revenues for Qualified Access Services for the three (3) months immediately preceding the notification multiplied by four (4) or the Baseline MARC, whichever is greater. The "Post-Divest Revenue" equals Pre-Divest Revenue minus the Divested Revenue from (B)(1).

Example:
Pre-Divest Revenue = $37,900,000
Divested Revenue = $2,900,000
Post-Divest Revenue = $35,000,000 ($37,900,000 - $2,900,000)

Divestiture Percentage = 8%
(1-($35,000,000/$37,900,000))

Step 2.

Determine the SONET multiplier that results from the divested SONET revenue by the following:

(a) Determine the "Post-Divest SONET Revenue" amount by subtracting the Divested SONET Revenue, as identified in (B) (2) above, from the Pre-Divest SONET Revenue. The "Pre-Divest SONET Revenue" equals 100% of the Customer's billed, recurring revenues for Qualified Access Services that are SONET services for the three(3) months immediately preceding the notification multiplied by four (4) or the Baseline SONET MARC, whichever is greater.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) (Cont'd)

Step 2. (Cont'd)

(a) (Cont'd)

If the Post-Divest SONET Revenue amount meets or exceeds the Baseline SONET MARC ($6,935,000), the SONET multiplier equals 1.0.

Example:
Pre-Divest SONET Revenue =$7,500,000
Divested SONET Revenue = $500,000
Post-Divest SONET Revenue=$7,000,000

(b) If the Post-Divest SONET Revenue amount is less than the Baseline SONET MARC, the ratio of Post-Divest SONET Revenue to Post-Divest Revenue ("Post-Divest Ratio"), as identified in Step 1, will be determined.

Example:
Post-Divest Revenue = $35,000,000
Post-Divest SONET Revenue= $6,700,000
Post-Divest Ratio = 19%
($6,700,000/$37,900,000)

(c) If the Post-Divest Ratio is equal to or greater than 23%, the SONET multiplier equals 1.0.

(d) If the Post-Divest Ratio is below 23%, the ratio of Pre-Divest SONET Revenue, as identified in Step 2 (a), to total Pre-Divest Revenue ("Pre-Divest Ratio"), as identified in Step 1, will be determined.

Example:
Pre-Divest Revenue = $37,900,000
Pre-Divest SONET Revenue= $7,500,000
Pre-Divest Ratio = 20%
($7,500,000/$37,900,000)

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) (Cont'd)

Step 2. (Cont'd)

(e) A SONET equalizer will be calculated by subtracting the Pre-Divest Ratio from 23% ("SONET Equalizer"). The SONET Equalizer will be added to the Post-Divest Ratio, resulting in a revised Post-Divest Ratio.

Example:
Pre-Divest Ratio = 20%
SONET Equalizer = 3% (23%-20%)

Post-Divest SONET Ratio = 19%
SONET Equalizer = 3%
Revised Post-Divest Ratio = 22%

(f) The following SONET multipliers will be applied based upon the revised Post-Divest Ratio(s):

(i) 23% or greater, a SONET multiplier of 1.0 will be used;

(ii) Less than 23%, but equal to or greater than 20%, a SONET multiplier of 1.25 will be used;

(iii) Less than 20%, but equal to or greater than 10%, a SONET multiplier of 1.50 will be used; or

(iv) Less than 10%, a SONET multiplier of 2.0 will be used.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) (Cont'd)

Step 3.

The Divestiture Percentage multiplied by the SONET multiplier will equal the percent reduction in the IDCCs and IDACs which remain available to the customer.

Example:
IDCC-Level equals 5
IDAC-Level equals 3
Divestiture % = 8%
SONET Multiplier = 1.25 (assuming a revised Post-Divest Ratio of 22%)

Reduced IDCC = $1,062,900
(1,181,000 - (1,181,000 x (.08 X 1.25)))

Reduce IDAC = $5,409,090
(6,010,100 - (6,010,100 X (.08 X 1.25)))

(4) The Telephone Company will recalculate the Key Numbers within sixty (60) days of the Divestiture Notice Date. The recalculated Key Numbers will become effective once the Divested Market's, billed, recurring revenues for Qualified Access Service are no longer being billed to the Customer ("Divestiture Effective Date"). Starting with the remaining quarters of the Term Year as of the Divestiture Effective Date, the recalculated Key Numbers will be used to determine the applicable IDCC and IDAC amounts.

(a) If the Divestiture Effective Date falls within the 1st, 2nd or 3rd quarter of the respective Term Year, the initial credit application of any eligible Reduced IDCC and/or Reduced IDAC will occur thirty (30) days after the Key Numbers are effective or thirty (30) days in arrears of the end of the quarter, whichever is later; or,

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(4) (Cont'd)

(b) If the Divestiture Effective Date falls within the fourth quarter of the respective Term Year, the initial credit application of any eligible Reduced IDCC and/or Reduced IDAC will occur thirty (30) days after the Key Numbers are determined or sixty (60) days in arrears of the end of the quarter, whichever is later.

41.22.7. WAMS-VIP Cell-Site Performance - Credits

(A) Description

Cell-Site Performance Improvement Credits are available to the Customer based upon the quality of service delivered during the Term Period, as set forth in subparagraph (2) below. The credits will be granted in the event that the Telephone Company's Contract Offer No. 22 service performance level objectives for cell-site DS1 Qualified Access Services are not met.

(1) The DS1 Qualified Access Services cell-site performance level parameters will be based on DS1 Percentage of Network Availability. The DS1 Percent of Network Availability will be calculated by determining the actual hours that the cell-site DS1 circuits are in service during a given month compared to the total expected availability, and then aggregating those total hours over the course of a Term Year.

Example:

If a Customer had 100 circuits in service at the end of January and 110 at the end of February, their total hours of expected availability would be (31 days times 100 circuits, times 24 hours) plus (28 days, times 110 circuits, times 24 hours) or 148,320. This would be the denominator of the network availability equation.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.7 WAMS-VIP Cell-Site Performance - Credits (Cont'd)

(A) Description (Cont'd)

(1) Example: (Cont'd)

The numerator would be the total hours of outage based upon measured tickets reported to the Telephone Company subtracted from the 148,320. If there were eight (8) reported failures averaging 3.5 hours per outage, the total hours of outage would be equal to twenty-eight (28). The resulting availability equation for those two (2) months will be ((148,320-28)/148,320) or 99.981%. A twelve (12) month aggregation using the same process as noted for two (2) months will be used to determine annual percent availability for a Customer.

(2) Table E below provides cell-site service performance targets, based on DS-1 Percentage of Network Availability, for each Term Year.

Table E

Term Year	% Network Availability
1	99.9830%
2	99.9854%
3	99.9877%
4	99.9900%
5	99.9900%
6	99.9900%
7	99.9900%

(B) At the Annual True-Up, if the Telephone Company annual results fail to meet the performance target, as specified in Table E above, and the Customer has met the Baseline MARC, the Telephone Company will provide credits and services as follows:

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.7 WAMS-VIP Cell-Site Performance - Credits (Cont'd)

(B)(Cont'd)

(1) The Telephone Company will apply one hundred dollars ($100) in special construction credits for each measured trouble ticket reported to the Telephone Company during the Term Year for cell-site improvements. The special construction credits will be used to improve performance at mutually agreed upon Customer's cell sites that are performing below the DS-1 Percentage of Network Availability as specified in Table E above.

For example: special construction credits can be used to offset the cost of replacing copper with fiber at non-performing cell-sites; and,

(2) The Telephone Company will provide Customer the ability to purchase Automatic Loop Transfer service at twenty-five percent (25%) discount off the monthly recurring rates described in F.C.C. No. 73, Section 39.5.2 for those cell sites that fail to meet the performance target, as specified in Table E above.

41.22.8 Termination

The Customer's subscription to this Contract Offer No. 22 shall terminate if Customer gives notice to Telephone Company, as set forth in the following paragraph, and as set forth elsewhere in this Contract Offer No. 22.

The termination liability charges described below shall apply if termination occurs because the Customer does not make a Shortfall Payment as described in Section 41.22.5(B)(1) and/or the Customer elects to terminate its subscription to Contract Offer No. 22 for reasons other than described in Section 41.22.6(A)(6) option(ii) and/or 41.22.8(B).

If the Customer elects to terminate its Contract Offer Subscription during the Term Period, written notification must be provided to the Telephone Company indicating the Customer's intention to terminate its Contract Offer Subscription. This notification must include the date upon which the Customer wishes to terminate its Contract Offer Subscription.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.8 Termination (Cont'd)

(A) Termination Liability

Termination liability charges will consist of the sum of the following:

(1) Ten percent (10%) of the Baseline MARC divided by twelve (12)) then multiplied by the number of months remaining in the Term Period; plus
(2) Repayment of the IDCC, IDAC and SONET-ID given under Contract Offer No. 22 during the three (3) quarters preceding the termination date.

Example:

Customer with a Baseline MARC of $29,652,000 and an IDC of $35,806,000 terminates its Contract Offer Subscription after forty-eight (48) months and with thirty-six (36) months remaining in the eighty-four (84) month Term Period, and the Customer received IDCC and IDAC of $702,750 and $3,437,500, respectively, for the previous three quarters before termination. The termination liability charges would be:

(($29,652,000/12) X 10% X 36) + ($702,750 + $3,437,500) = $13,035,850 termination liability charge.

(B) Rate Reductions

If the tariffed rates for the Qualified Access Services are reduced by a cumulative total of twenty percent (20%) from the tariffed rates in effect as of the Effective Date (Initial Tariff Rates), either party may terminate the LOS by providing a sixty (60) day written notice to the other party. Termination liability charges will not apply.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.8 Termination (Cont'd)

(B) Rate Reductions (Cont'd)

To determine whether the 20% rate reduction has been met or exceeded, the Telephone Company shall perform an analysis within sixty (60) days following the Effective Date that details the Customer's inventory of Qualified Access Services and the Initial Tariff Rates (Initial Rate Analysis.)

Example: DS1-Initial Rate Analysis

Product Category/ Description	State	Zone	Term	Rate	Units	Total
DS1 - Channel Termination (CT)	TX	2	36	$25.00	4,000	$100,000
DS1 - Channel Mileage (CM-Fixed)				$21.00	1,600	$33,600
DS1 - Channel Mileage (CM-Per Mile)				$16.40	1,000	$16,400
DS1 Total					6,600	$150,000

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.22 Contract Offer No. 22 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.22.8 Termination (Cont'd)

(B) Rate Reductions (Cont'd)

Telephone Company shall also perform a similar exercise within sixty (60) days following each Term Year detailing the Customer's inventory from the Initial Rate Analysis and the end-of-year tariff rates (EOY Rate Analysis). The Customer and Telephone Company will then compare the Initial Rate Analysis to the EOY Rate Analysis to identify the percent change in the total, cumulative rates, if any.

Example: Initial Rate Analysis and EOY Rate Analysis Comparison

Product Category	Units	Initial Tariff Rates	EOY Tariff Rates	% Rate Change
DS1	6600	$150,000	$122,000	
DS3	2000	$ 90,000	$ 70,000	
SONET	1000	$300,000	$200,000	
Total	9600	$540,000	$392,000	27%

27% = (1-($392,000/$540,000))

The quantity of units for each product category used in the Initial Rate Analysis and the EOY Rate Analysis will be calculated from the Qualified Access Service rate elements listed below:

1. DS1 - Channel Terminations (CT), Channel Mileage (CM) fixed and Channel Mileage (CM) per mile;

2. DS3 - CT, CM fixed, CM per mile and Multiplexing (MUX); and

3. SONET - All SONET rate elements for Self-Healing Transport Network (STN), BCS, ReliaNet, [1] and [1] services.

[1] See footnote (1) on page 41-140.

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41. [1]

[1] Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 23 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

ACCESS SERVICE

41. [1]

[1] See footnote (1) on page 41-176.

41. [1]

[1] See footnote (1) on page 41-176.

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41. [1]

[1] See footnote (1) on page 41-176.

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41. [1]

[1] See footnote (1) on page 41-176.

41. [1]

[1] See footnote (1) on page 41-176.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.24 Contract Offering No. 24 - Access Advantage Plus Transport Service - One Year Term

41.24.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 - Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 - Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.24 Contract Offering No. 24 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.24.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 - Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 - Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 - Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

(1) Amarillo, TX
(2) Austin-San Marco, TX
(3) Corpus Christi, TX
(4) Dallas-Ft. Worth, TX
(5) Fort Smith, AR-OK
(6) Houston, TX
(7) Lubbock, TX
(8) Midland, TX
(9) San Antonio, TX
(10) Topeka, KS
(11) Kansas City, MO-KS
(12) Springfield, MO
(13) St. Louis, MO
(14) Little Rock-North Little Rock, AR
(15) Oklahoma City, OK
(16) Tulsa, OK

41. Pricing Flexibility Contract Offering (Cont'd)

41.24 Contract Offering No. 24 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.24.2 Contract Terms

(A) Contract Offering No. 24 is available during the purchase period, which begins July 31, 2004 and ends October 31, 2004.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 24.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2(A), the Service Date Change Charge described in 5.3.2(B) and the Expedited Order Charge described in 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Minimum Period, as described in 5.3.4, for Contract Offering No. 24 is the initial contract term.

(4) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(5) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service are negotiated intervals.

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1(C).

41. Pricing Flexibility Contract Offering (Cont'd)

41.24 Contract Offering No. 24 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.24.2 Contract Terms (Cont'd)

(E) The initial contract term for Contract Offering No. 24 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 24 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 24 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 24 upon thirty days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 24.

(J) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 24 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.24.2(L). The termination charge for Contract Offering No. 24 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(K) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 24 terminated and the termination charges described in 41.24.2(J) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 41.24.3(B).

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.24 Contract Offering No. 24 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.24.2 Contract Terms (Cont'd)

(L) The customer may elect to discontinue Contract Offering No. 24 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.24.2(J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 24 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 24, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 24.

(M) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 24 terminated. If Contract Offering No. 24 is terminated during the initial contract term, the termination charges described in 41.24.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.24 Contract Offering No. 24 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.24.2 Contract Terms (Cont'd)

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.24.1(B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

41.24.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.24 Contract Offering No. 24 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

41.24.3Rate Regulations (Cont'd)

(A) Types of Rate and Charges (Cont'd)

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$ 103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Two Year Term

41.25.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Two Year Term (Cont’d)

41.25.1 General Description (Cont’d)

(B) (Cont’d)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

(1) Amarillo, TX
(2) Austin-San Marco, TX
(3) Corpus Christi, TX
(4) Dallas-Ft. Worth, TX
(5) Fort Smith, AR-OK
(6) Houston, TX
(7) Lubbock, TX
(8) Midland, TX
(9) San Antonio, TX
(10) Topeka, KS
(11) Kansas City, MO-KS
(12) Springfield, MO
(13) St. Louis, MO
(14) Little Rock-North Little Rock, AR
(15) Oklahoma City, OK
(16) Tulsa, OK

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

41.25.2 Contract Terms

(A) Contract Offering No. 25 is available during the purchase period, which begins July 31, 2004 and ends October 31, 2004.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 25.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2(A), the Service Date Change Charge described in 5.3.2(B) and the Expedited Order Charge described in 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Minimum Period, as described in 5.3.4, for Contract Offering No. 25 is the initial contract term.

(4) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(5) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service are negotiated intervals.

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1(C).

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41. Pricing Flexibility Contract Offering (Cont'd)

41.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

41.25.2 Contract Terms (Cont'd)

(E) The initial contract term for Contract Offering No. 25 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 25 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 25 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 25 upon thirty days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 25.

(J) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 25 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.25.2(L). The termination charge for Contract Offering No. 25 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(K) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 25 terminated and termination charges described in 41.25.2(J) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 41.25.3(B).

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41. Pricing Flexibility Contract Offering (Cont'd)

41.25 Contract Offering No. 25 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.25.2 Contract Terms (Cont'd)

(L) The customer may elect to discontinue Contract Offering No. 25 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.25.2(J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 25 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 25, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 25.

(M) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 25 terminated. If Contract Offering No. 25 is terminated during the initial contract term, the termination charges described in 41.25.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.25 Contract Offering No. 25 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.25.2 Contract Terms (Cont'd)

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.25.1(B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

41.25.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.25 Contract Offering No. 25 – Access Advantage Plus Transport Service – Two Year Term (Cont’d)

41.25.3 Rate Regulations (Cont’d)

(A) Types of Rate and Charges (Cont’d)

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$310.00	$0	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

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41. Pricing Flexibility Contract Offering (Cont'd)

41.26 Contract Offering No. 26 - Access Advantage Plus Transport Service - Three Year Term

41.26.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user’s network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user’s designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.26.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 - Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 - Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.26 Contract Offering No. 26 - Access Advantage Plus Transport Service - Three Year Term (Cont’d)

41.26.1 General Description (Cont’d)

(B) (Cont’d)

(3) Bonded Channel Group 6 - Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 - Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 - Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

(1) Amarillo, TX
(2) Austin-San Marco, TX
(3) Corpus Christi, TX
(4) Dallas-Ft. Worth, TX
(5) Fort Smith, AR-OK
(6) Houston, TX
(7) Lubbock, TX
(8) Midland, TX
(9) San Antonio, TX
(10) Topeka, KS
(11) Kansas City, MO-KS
(12) Springfield, MO
(13) St. Louis, MO
(14) Little Rock-North Little Rock, AR
(15) Oklahoma City, OK
(16) Tulsa, OK

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41. Pricing Flexibility Contract Offering (Cont'd)

41.26 Contract Offering No. 26 – Access Advantage Plus Transport Service – Three Year Term (Cont’d)

41.26.2 Contract Terms

(A) Contract Offering No. 26 is available during the purchase period, which begins July 31, 2004 and ends October 31, 2004.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer’s initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 26.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2(A), the Service Date Change Charge described in 5.3.2(B) and the Expedited Order Charge described in 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Partial Cancellation Charge described in 5.3.2(D) and the Access Order Cancellation Charge described in 5.3.3 do not apply to the initial order to install AA+ Transport Service.

(4) The Minimum Period, as described in 5.3.4, for Contract Offering No. 26 is the initial contract term.

(5) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service are negotiated intervals.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.26 Contract Offering No. 26 - Access Advantage Plus Transport Service - Three Year Term (Cont'd)

41.26.2 Contract Terms (Cont'd)

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1(C).

(E) The initial contract term for Contract Offering No. 26 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 26 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 26 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 26 upon thirty days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 26.

(J) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 26 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.26.2(L). The termination charge for Contract Offering No. 26 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

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41. Pricing Flexibility Contract Offering (Cont'd)

41.26 Contract Offering No. 26 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.26.2 Contract Terms (Cont'd)

(K) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 26 terminated and the termination charges described in 41.26.2(J) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(L) The customer may elect to discontinue Contract Offering No. 26 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.26.2(J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 26 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 26, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 26.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.26 Contract Offering No. 26 - Access Advantage Plus Transport Service - Three Year Term (Cont'd)

41.26.2 Contract Terms (Cont'd)

(M) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 26 terminated. If Contract Offering No. 26 is terminated during the initial contract term, the termination charges described in 41.26.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.26.1(B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.26 Contract Offering No. 26 - Access Advantage Plus Transport Service - Three Year Term (Cont'd)

41.26.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$250.00	$0	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

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41. [1]

[1] Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 27 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. [1]

[1] See footnote (1) on page 41-203.

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41. [1]

[1] See footnote (1) on page 41-203.

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41. [1]

[1] See footnote (1) on page 41-203.

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41. [1]

[1] See footnote (1) on page 41-203.

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41. [1]

[1] See footnote (1) on page 41-203.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.28 Contract Offering No. 28 - Access Advantage Plus Transport Service - One Year Term

41.28.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user’s network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user’s designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 - Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 - Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.28 Contract Offering No. 28 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.28.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 - Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 - Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 - Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Fort Smith, Little Rock, AR; Kansas City, Topeka, Joplin, KS; Kansas City, Springfield, St. Joseph, St. Louis, MO; Oklahoma City, Tulsa, OK; Abilene, Amarillo, Austin-San Marco, Corpus Christi, Dallas-Ft. Worth, Houston, Longview-Marshall, Lubbock, Midland, San Antonio, Waco, Wichita Falls, TX.

41. Pricing Flexibility Contract Offering (Cont'd)

41.28 Contract Offering No. 28 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.28.2Contract Terms

(A) Contract Offering No. 28 is available during the purchase period, which begins October 29, 2004 and ends April 29, 2005.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 28.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2(A), the Service Date Change Charge described in 5.3.2(B) and the Expedited Order Charge described in 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Minimum Period, as described in 5.3.4, for Contract Offering No. 28 is the initial contract term.

(4) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(5) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service are negotiated intervals.

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1(C).

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41. Pricing Flexibility Contract Offering (Cont'd)

41.28 Contract Offering No. 28 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.28.2Contract Terms (Cont'd)

(E) The initial contract term for Contract Offering No. 28 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 28 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 28 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 28 upon thirty days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 28.

(J) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 28 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.28.2(L). The termination charge for Contract Offering No. 28 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(K) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 28 terminated and the termination charges described in 41.28.2(J) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 41.28.3(B).

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41. Pricing Flexibility Contract Offering (Cont'd)

41.28 Contract Offering No. 28 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

41.28.2 Contract Terms (Cont'd)

(L) The customer may elect to discontinue Contract Offering No. 28 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.28.2(J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 28 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 28, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 28.

(M) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 28 terminated. If Contract Offering No. 28 is terminated during the initial contract term, the termination charges described in 41.28.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.28 Contract Offering No. 28 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.28.2 Contract Terms (Cont'd)

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.28.1(B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

41.28.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

41. Pricing Flexibility Contract Offering (Cont'd)

41.28 Contract Offering No. 28 – Access Advantage Plus Transport Service – One Year Term (Cont’d)

41.28.3Rate Regulations (Cont’d)

(A) Types of Rate and Charges (Cont’d)

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$ 103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

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41. Pricing Flexibility Contract Offering (Cont'd)

41.29 Contract Offering No. 29 - Access Advantage Plus Transport Service - Two Year Term

41.29.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 - Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 - Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

41. Pricing Flexibility Contract Offering (Cont'd)

41.29 Contract Offering No. 29 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.29.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 - Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 - Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 - Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Fort Smith, Little Rock, AR; Kansas City, Topeka, Joplin, KS; Kansas City, Springfield, St. Joseph, St. Louis, MO; Oklahoma City, Tulsa, OK; Abilene, Amarillo, Austin-San Marco, Corpus Christi, Dallas-Ft. Worth, Houston, Longview-Marshall, Lubbock, Midland, San Antonio, Waco, Wichita Falls, TX.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.29 Contract Offering No. 29 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.29.2 Contract Terms

(A) Contract Offering No. 29 is available during the purchase period, which begins October 29, 2004 and ends April 29, 2005.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 29.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2(A), the Service Date Change Charge described in 5.3.2(B) and the Expedited Order Charge described in 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Minimum Period, as described in 5.3.4, for Contract Offering No. 29 is the initial contract term.

(4) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(5) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service are negotiated intervals.

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1(C).

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41. Pricing Flexibility Contract Offering (Cont'd)

41.29 Contract Offering No. 29 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.29.2 Contract Terms (Cont'd)

(E) The initial contract term for Contract Offering No. 29 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 29 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 29 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 29 upon thirty days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 29.

(J) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 29 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.29.2(L). The termination charge for Contract Offering No. 29 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(K) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 29 terminated and termination charges described in 41.29.2(J) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 41.29.3(B).

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41. Pricing Flexibility Contract Offering (Cont'd)

41.29 Contract Offering No. 29 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.29.2 Contract Terms (Cont'd)

(L) The customer may elect to discontinue Contract Offering No. 29 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.29.2(J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 29 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 29, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 29.

(M) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 29 terminated. If Contract Offering No. 29 is terminated during the initial contract term, the termination charges described in 41.29.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.29 Contract Offering No. 29 - Access Advantage Plus Transport Service - Two Year Term (Cont’d)

41.29.2 Contract Terms (Cont’d)

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.29.1(B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

41.29.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a “per DS0 channel” basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.29 Contract Offering No. 29 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.29.3 Rate Regulations (Cont'd)

(A) Types of Rate and Charges (Cont'd)

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$310.00	$0	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

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41. Pricing Flexibility Contract Offering (Cont'd)

41.30 Contract Offering No. 30 - Access Advantage Plus Transport Service - Three Year Term

41.30.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user’s network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user’s designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.30.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 - Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 - Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.30 Contract Offering No. 30 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.30.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Fort Smith, Little Rock, AR; Kansas City, Topeka, Joplin, KS; Kansas City, Springfield, St. Joseph, St. Louis, MO; Oklahoma City, Tulsa, OK; Abilene, Amarillo, Austin-San Marco, Corpus Christi, Dallas-Ft. Worth, Houston, Longview-Marshall, Lubbock, Midland, San Antonio, Waco, Wichita Falls, TX.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.30 Contract Offering No. 30 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.30.2 Contract Terms

(A) Contract Offering No. 30 is available during the purchase period, which begins October 29, 2004 and ends April 29, 2004.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 30.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2(A), the Service Date Change Charge described in 5.3.2(B) and the Expedited Order Charge described in 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Partial Cancellation Charge described in 5.3.2(D) and the Access Order Cancellation Charge described in 5.3.3 do not apply to the initial order to install AA+ Transport Service.

(4) The Minimum Period, as described in 5.3.4, for Contract Offering No. 30 is the initial contract term.

(5) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service are negotiated intervals.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.30 Contract Offering No. 30 - Access Advantage Plus Transport Service - Three Year Term (Cont'd)

41.30.2 Contract Terms (Cont'd)

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1(C).

(E) The initial contract term for Contract Offering No. 30 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 30 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 30 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 30 upon thirty days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 30.

(J) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 30 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.30.2(L). The termination charge for Contract Offering No. 30 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.30 Contract Offering No. 30 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.30.2 Contract Terms (Cont'd)

(K) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 30 terminated and the termination charges described in 41.30.2(J) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(L) The customer may elect to discontinue Contract Offering No. 30 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.30.2(J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity, and,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 30 was provided, and,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 30, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 30.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.30 Contract Offering No. 30 - Access Advantage Plus Transport Service - Three Year Term (Cont'd)

41.30.2 Contract Terms (Cont'd)

(M) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 30 terminated. If Contract Offering No. 30 is terminated during the initial contract term, the termination charges described in 41.30.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.30.1(B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.30 Contract Offering No. 30 - Access Advantage Plus Transport Service - Three Year Term (Cont'd)

41.30.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$200.00	$0	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.31 Contract Offer No. 31 - Special Access Service Offer

41.31.1 General Description

The Special Access Service Offer (Contract Offer No. 31) is an access discount pricing plan requiring subscription from Customers under the following Access Tariffs: Ameritech Operating Companies Tariff F.C.C. No 2.,Nevada Bell Telephone Company Tariff F.C.C. No. 1, The Southern New England Telephone Company Tariff F.C.C. No. 39, Pacific Bell Telephone Company Tariff F.C.C. No. 1, and Southwestern Bell Telephone Company Tariff F.C.C. No. 73 (SWBT). The plan requires Customers to maintain a Minimum Annual Revenue Commitment (MARC) for five (5) years. Contract Offer No. 31 is available to any Customer with at least $18.5 million in cumulative annual recurring revenue for qualified access services in the SBC Interstate Access Tariffs as identified above. The qualified access services for the Southwestern Bell Telephone Company (SWBT) are listed in Section 41.31.3(B). The Customer must meet the Eligibility Criteria as described in Section 41.31.2 and the Terms and Conditions as described in Section 41.31.3. (Nx)

The Customer must meet a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year term. In the event the Customer does not meet its MARC as of each anniversary date, the Customer will be required to remit a payment, via the Annual True-Up process described in Section 41.31.4(D), otherwise termination liability charges will apply. Contract Offer No. 31 will only be available November 17, 2004 through January 17, 2004.

41.31.2 Eligibility Criteria

The following Eligibility Criteria must be met in order to receive Contract Offer No. 31 discounts:

(A) Contract Offer No. 31 is only available for services located in the following Metropolitan Statistical Areas (MSAs): Fayetteville, Fort Smith, Little Rock, AR; Kansas City, Topeka, Wichita, KS; Joplin, Kansas City, Springfield, St. Joseph, St. Louis, MO; Oklahoma City, Tulsa, OK; Abilene, Amarillo, Austin-San Marco, Beaumont, Brownsville- Harlingen, Corpus Christi, Dallas-Ft. Worth, El Paso, Houston, Lubbock, Midland, San Antonio, Waco, Wichita Falls, TX.

If the Telephone Company receives pricing flexibility relief in additional MSAs, the Customer will be able to use services and/or revenue from those areas to meet MARC commitments upon adjustment of the MARC for those incremental revenues as defined in Section 41.31.4.

(B) The Customer cannot subscribe to this Contract Offer concurrently with SBC's MVP offering in Section 38;

(X) Issued under authority of Special Permission No. 04-075 of F.C.C.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 - Special Access Service Offer (Cont'd)

41.31.2 Eligibility Criteria (Cont'd)

(C) The Customer must have a minimum of $18.5 million in cumulative annual recurring revenue for Voice Grade (VG), MegaLink Data (DS0), High Capacity (DS1), Mega Link Custom (DS3), [1], [1] and [1] Services from this Contract Offer and the Contract Offers listed in Section 41.31.3 (A).

(D) The Customer must maintain an Access Service Ratio, equal to or greater than 98%. The Access Service Ratio is defined in Section 41.31.3(H) and will be measured monthly.

41.31.3 Terms and Conditions

(A) Concurrent Subscription

The Customer must concurrently subscribe to the parallel Contract Offers of Contract Offer No. 31 pursuant to the following tariffs:

(1) Pacific Bell Tariff F.C.C No. 1, Section 33, Contract Offer No. 34.
(2) Ameritech Tariff F.C.C. No. 2, Section 22,Contract Offer No. 43.
(3) Nevada Bell Tariff F.C.C. No. 1, Section 23, Contract Offer No. 2.
(4) Southern New England Tariff F.C.C. No. 39, Section 25, Contract Offer No. 6.

(B) Subject Services

Contract Offer No. 31 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) VG/DS0 Services - SWBT Tariff F.C.C. No. 73 Sections 7.3.4, 7.3.9 for Phase I MSAs, and Sections 39.5.2.3, 39.5.2.6 for Phase II MSAs;
(2) DS1/DS3 Service - SWBT Tariff F.C.C. No. 73, Sections 7.3.10, 20.5 for Phase I MSAs and Section 39.5.2.7 and 39.5.2.12 for Phase II MSAs;
(3) [1] Service - SWBT Tariff F.C.C. No. 73, Section [1] for Phase I and Section [1] for Phase II;
(4) [1] - SWBT Tariff F.C.C. No. 73, Sections [1] and [1] for Phase I MSAs, and Sections [1] and [1] for Phase II MSAs.
(5) [1]- SWBT Tariff F.C.C. No. 73 Section [1] for Phase I MSAs and Section [1] for Phase II MSAs.

[1] Material previously contained in this section has been deleted. DSRS, GigaMAN, and OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 31 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 - Special Access Service Offer (Cont'd)

41.31.3 Terms and Conditions (Cont'd)

(B) (Cont'd)

All Terms and Conditions for the Subject Services listed above are governed by their respective tariff sections except as noted herein. Annual recurring revenue generated from these services will be used in the MARC calculations defined in Section 41.31.4.

(C) Term Period

The contract term (Term Period) is five (5) years commencing on the date the Telephone Company receives a completed Letter of Authorization (LOA) from the Customer. Contract Offer No. 31 is not renewable.

Subject Services to which the Customer already subscribes as of the commencement of the Term Period, or any Subsequently Added Services to which Customer subscribes after commencement of the Term Period in accordance with the terms set forth herein, must be on five (5) year term payment plans or converted to five (5) year term payment plans (where available) in order to receive discounts pursuant to this Contract Offer. If five (5) year term is not available, the Customer must select from the longest term plan available for the service. The Customer may select from any term plan available for purchases of new Subject Services.

(D) Discounts

Discounts will be applied 60 days after the close of each quarter beginning with the first three months after contract commencement. Discounts will be applied each quarter that the Customer complies with MARC requirements, all Eligibility Criteria, and all Terms and Conditions. MARC calculations are discussed in Section 41.31.4 and the application of discounts is detailed in Section 41.31.5.

(E) General

Services are subject to certain rates, charges, and general terms and conditions in other sections of F.C.C. Tariff No. 73, as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in this Contract Offer.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 - DS1, DS3, [1] Service Offer (Cont'd)

41.31.3 Terms and Conditions (Cont'd)

(F) Contract Termination

If the Customer should terminate this Contract Offer during the Term Period, termination liability charges will apply in accordance with Section 41.31.8.

If the Customer fails to maintain any of the Terms and Conditions detailed in Section 41.31.3, the Telephone Company will notify the Customer in writing. The Customer will have 60 days to return to compliance. Failure to comply within 60 days will constitute a default and the Telephone Company shall have the right to terminate this contract. In the event of termination by Telephone Company, termination liability charges will apply as set forth in Section 41.31.8.

(G) Minimum Annual Revenue Commitment (MARC)

Customer must maintain a MARC (as described in Section 41.31.4 for each year in the Term Period of this Contract Offer.

(H) Access Service Ratio

As referenced in Section 41.31.2(D), the Customer and its affiliates must maintain an Access Service Ratio of 98% or greater. The ratio, calculated monthly, is the Access Revenue divided by Access Revenue plus Wholesale Revenue. To maintain compliance with this Contract Offer, the ratio must be greater than or equal to 98%. The 98% ratio is calculated as follows:

Access Revenue
Access Revenue + Wholesale Revenue

(1) Access Revenue is the Customer's and its affiliates interstate recurring billed revenue associated with the rate elements, as defined in Table A:

TABLE A:

Service	General/Basic Description
Voice Grade	7.3.4
DS0, DS1, DS3 Services	7.3.9, 7.3.10,20.14
[1]	[1]
[1]	[1]
[1]	[1]

(2) Wholesale Revenue is the Customer's and its affiliates recurring billed revenue for associated rate elements, as defined in Table B, not included in the interstate tariff(s).

[1] See footnote (1) on page 41-231.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 - Special Access Service Offer (Cont'd)

41.31.3 Terms and Conditions (Cont'd)

(H) Access Service Ratio (Cont'd)

TABLE B:

Service Level	Associated Rate Elements Not Included in Interstate Tariff
DS1/LT1	**4-wire digital loop DS1 Entrance Facilities DS1 Interoffice Transport DS1 Cross Connects DS1 Multiplexing All DS1 non-tariffed Committed Information Rate Broadband Services**
DS3/LT3	**DS3 Loop DS3 Entrance Facilities DS3 Interoffice Transport DS3 Cross Connects DS1/DS3 Multiplexing All DS3 non-tariffed Committed Information Rate Broadband Services**
OC-3 OC-12 OC-48	**OC-3 Entrance Facilities OC-3 Interoffice Transport OC-3 Cross Connects OC-3 Multiplexing OC-12 Entrance Facility OC-12 Interoffice Transport OC-12 Cross Connects OC-12 Multiplexing OC-48 Entrance Facilities OC-48 Interoffice Transport OC-48 Cross Connects OC-48 Multiplexing All OCN equivalent non-tariffed Committed Information Rate Broadband Service**
Other Transport Products	**Dark Fiber - Interoffice Dark Fiber - Loop Dark Fiber - Subloop Dark Fiber Cross Connects Unbundled Dedicated Transport**

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 - Special Access Service Offer (Cont'd)

41.31.3 Terms and Conditions (Cont'd)

(H) Access Service Ratio (Cont'd)

(3) As new rate elements are introduced to Table A in this section, all recurring revenues associated with the new rate elements will automatically be added to the Customer's Access Revenue, as defined in this section, for calculation of the Access Service Ratio.

(4) As new rate elements are introduced to Table B in this section, all recurring revenues associated with the new rate elements will automatically be added to the Customer's Wholesale Revenue, as defined in this section, for calculation of the Access Service Ratio.

(5) If the Customer fails to meet the Access Service Ratio in any given month of the term, upon notification from the Telephone Company, the Customer has ten (10) business days to notify the Telephone Company in writing that it will meet or exceed the 98% Access Services Ratio within 60 days. Failure to achieve compliance in 60 days will constitute a default and the Telephone Company shall have the right to terminate this Contract Offer. In the event of a termination by the Telephone Company, termination liability charges will apply as set forth in Section 41.31.8.

(6) Credits will not be issued until the Customer has met the 98% Access Services Ratio.

(I) The Customer will not be able to subscribe to any future Contract Offerings in Section 41 in conjunction with this Contract Offer or that might be offered by the Telephone Company for Subject Services covered under this Contract Offer.

(J) The Customer must pay billed charges in full for the Term Period of the contract, excluding amounts being disputed. The Telephone Company will provide Customer written notice of a non-compliance situation. Customer will have ten (10) business days from receipt of the written notice to comply. If the Customer does not comply, the Telephone Company shall have the right to terminate this Contract Offer. In the event of termination by the Telephone Company, termination liability charges as set forth in Section 41.31.8 will apply. Credits will not be issued until the Customer has paid all billed charges (excluding disputes).

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 - Special Access Service Offer (Cont'd)

41.31.3 Terms and Conditions (Cont'd)

(K) Any disputed billing amounts that have been resolved in favor of the Telephone Company are due and payable as described in Section 2.5 and Section 41.31.3 (J) above.

(L) The Customer must provide, at the time of subscription, all of the Access Customer Name Abbreviation (ACNA), Other Company Name (OCN) and/or Tiecodes (collectively " Company Code(s)") that the Customer designates for inclusion in this Contract Offer. Company Code(s) may be added by the Customer after initial subscription but are subject to revenue and calculation requirements discussed in Section 41.31.4 (B). Customer shall not incur any termination liability under the relevant tariffs as a result of adding any such Company Code(s).

41.31.4 Minimum Annual Revenue Commitment (MARC)

(A) Calculation of the MARC

Under Contract Offer No. 31, the Customer must establish and maintain a MARC. The MARC will be calculated as outlined in this section. The MARC for the first year will be established when the Telephone Company receives the Letter Of Authorization (LOA) from the Customer and the Customer identifies the Company Code(s) that will be included in this Contract Offer pursuant to Section 41.31.3 (L).

The Customer's MARC for Year 1 is calculated based on the total of the previous three (3) months recurring revenue (recalculated to five-year term rates where applicable) pursuant to Section 41.31.3 (C) for all Subject Services identified in Section 41.31.3 (B) from the SBC Tariffs identified in Section 41.31.3 (A) in eligible pricing flexibility MSAs defined in Section 41.31.2 (A), multiplied by four (4):

(Prior 3 months recurring revenue) x 4 = Year 1 MARC.
The MARC for years 2 through 5 will be recalculated at each annual contract anniversary date.

Example for Year 1 MARC Establishment:

The Customer's prior 3 months recurring revenue (re-rated to 5 year term rates) is $5M. The Customer's Year 1 MARC would be $20M. ($5M X 4).
The MARC for years 2 through 5 will be recalculated at each annual contract anniversary date as follows:
Total of the prior three (3) months recurring revenue for all Subject Services multiplied by four (4).
If the recalculated MARC is greater than the previous year's MARC, the newly recalculated MARC will apply. If the recalculated MARC is less than the previous year's MARC, the previous year's MARC will carryover for the new year.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 – Special Access Service Offer (Cont'd)

41.31.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(A) Calculation of the MARC (Cont'd)

Example for Year 2 MARC Establishment:

The Customer's prior 3 months recurring revenue is \$4M. The Customer's Year 2 MARC is \$20M. (\$4M X 4 = \$16M < \$20M). In this example the Customer's prior 3 months recurring revenue multiplied by 4 is less than the Year 1 MARC.

If the Value is less than the Year 1 MARC, then the Year 1 MARC will be used for Year 2.

If the Value calculated is greater than the Year 1 MARC, then the newly calculated MARC will be used as the Year 2 MARC.

If the Telephone Company receives additional pricing flexibility relief for MSAs that are not listed in Section 41.31.2, the Telephone Company will recalculate the MARC to incorporate recurring revenues from those areas and will include those revenues in the calculations discussed in Section 41.31.4 (B).

(B) Calculations to Achieve the MARC

Recurring revenue will be counted to determine whether the Customer achieves its MARC based on the following criteria:

(1) Revenue from Existing Services:

Recurring revenue from Subject Services to which the Customer subscribes as of the commencement of the Term Period and which are billed under the specific Company Code(s) provided by the Customer pursuant to Section 41.31.3 (L) will be included in the calculation used to achieve the MARC effective upon the commencement of the Term Period.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 - Special Access Service Offer (Cont'd)

41.31.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Calculations to Achieve the MARC (Cont'd)

(2) Revenue from Subsequently Added Services:

Recurring revenue from Subject Services to which the Customer does not subscribe as of the commencement of the Contract Term Period will not be included in the calculations used to achieve the MARC except as specifically allowed in this subsection. Subject Services ordered prior to, and/or purchased after subscription to this Contract Offer and not subscribed to by the Customer as of the commencement of the Contract Term Period will be considered Subsequently Added Services.

Subsequently Added Services will be recalculated to five (5) year term payment plans in accordance with Section 41.31.3(C). Recurring revenue generated from these Subsequently Added Services may only be used in the calculations used to achieve the MARC after (1) the Telephone Company issues a completed service order, (2) the Customer has been billed for the Subsequently Added Services, and (3) the Subsequently Added Services are qualified under one of the following provisions:

(a) First Six (6) Months After Contract Subscription

Within the first six (6) months of subscribing to this Contract Offer, the Customer can add one or more of its existing Company Code(s) (with its corresponding recurring revenue) not previously included by the Customer on the LOA at the time of subscription pursuant to this provision. The Customer must notify the Telephone Company in writing of its desire to include additional Company Code(s) and specify the Company Code(s) to be added. The recurring revenue from Subject Services of these Company Code(s) (recalculated to five (5) year term payment plans where applicable pursuant to Section 41.31.3(C)) shall be eligible for the MARC discounts as detailed in Section 41.31.5 (A)(1). The recurring revenues from Subject Services of these added Company Code(s) are not eligible for above the MARC discounts detailed in Section 41.31.5 (A)(2) or win-back credits detailed in Section 41.31.5 (E)

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 - Special Access Service Offer (Cont'd)

41.31.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Calculations to Achieve the MARC (Cont'd)

(2) Revenue from Subsequently Added Services (Cont'd)

(b) After the first six (6) Months of Contract Subscription

After the first six (6) months of subscribing to this Contract Offer, the Customer can add one or more of its existing Company Code(s) (with its corresponding recurring revenue) not previously included by the Customer on the LOA at the time of subscription pursuant to this provision.

If the Customer chooses to include any of its additional existing Company Code(s) after the first six (6) months of subscription to this contract offer, the Customer must notify the Telephone Company in writing of its desire to include additional Company Code (s) and specify the Company Code(s) added at which time the MARC developed pursuant to Section 41.31.4 (A) will be re-calculated and increased to reflect the additional Company Codes (recalculated to five (5) year term payment plans where applicable pursuant to Section 41.31.3(C)). The recurring revenue from Subject Services of these Company Codes shall be eligible for the MARC discounts detailed in Section 41.31.5 (A),the above the MARC discounts detailed in Section 41.31.5 (A)(2) and the win-back credits detailed in Section 41.31.5 (E).

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 - Special Access Service Offer (Cont'd)

41.31.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Calculations to Achieve the MARC (Cont'd)

(3) Mergers and Acquisitions

If, after subscribing to this Contract Offer, the Customer merges with, acquires, is acquired by, sells all or substantially all its stock or assets to any other entity, or purchases all stock or substantially all stock or assets of another company or companies (the foregoing generally referred to herein as a merger or acquisition) or establishes joint marketing arrangements with another company for Subject Services (including services currently or previously provided through the Telephone Company's network under any Company Code(s), the Mergers and Acquisition provisions discussed in Section 41.31.7 will apply.

(C) MARC Adjustments

The Customer shall have the right to adjust the MARC downward by 10% or 20%. This adjustment can only be made one time during the life of the Contract Term Period anytime after the first 12 months of the Contract Term Period. If the Customer exercises this option, reduced discounts (as specified in Table E Section 41.31.5(B) shall apply for the remainder of the Contract Term Period, discounts previously provided during that contract year will be re-rated retroactively to reflect the reduced discount level, and certain provisions will no longer apply as detailed in Section 41.31.5(B). If the Customer uses the MARC adjustment option in conjunction with any of the Merger and Acquisition options outlined in Section 41.31.7, reduced discounts will remain for the life of the Contract Term Period, and discounts previously received during that contract year will not be re-rated provided the Eligibility Criteria in Section 41.31.2, Terms and Conditions in Section 41.31.3 and the quarterly MARC schedule in Table D Section 41.31.5 have been met prior to the MARC adjustment, and certain provisions will no longer apply as detailed in Section 41.31.5.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 - Special Access Service Offer (Cont'd)

41.31.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(D) Failure to Achieve the MARC

If the Customer fails to achieve the annual MARC commitment as of the anniversary dates, the Customer will be notified by the Telephone Company.

The Customer must remit an Annual True-Up amount calculated as the difference between the annual MARC for the current plan year and the actual annual recurring revenue for the Subject Services.

If the Telephone Company does not receive the Annual True-Up amount within 30 days of the Customer's receipt of its notification, the Customer is deemed to have terminated this Contract Offer and termination liability charges will apply as set forth in Section 41.31.8.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 – Special Access Service Offer (Cont'd)

41.31.5 Discounts and Other Credits

(A) Discount Schedule and Application

Table C contains the level of discounts for this Contract Offer.

TABLE C:

Year	MARC Discount	Discount on Recurring Revenue above the MARC
1	7%	20%
2	9%	20%
3	10%	20%
4	11%	20%
5	12%	20%

Example for Year 1:

Customer's MARC = $20M
Customer's actual annual recurring revenues for Subject Services = $25M
Customer will receive a 7% discount on $20M (issued quarterly in accordance with subsection (1) below) and a 20% discount on $5M (issued annually in accordance with subsection (2) below)

(1) The Customer will receive MARC discounts quarterly on recurring revenues for all Subject Services up to the MARC. The discount will be applied 60 days after the close of the quarter. Recurring revenue above the MARC is subject to discounts discussed in Section 41.31.5 (A)(2) below. Recurring revenue from Company Codes added pursuant to Section 41.31.3 (L) will receive quarterly discounts described below at the time the codes are added.

The Customer will receive the quarterly discounts as long as the following percentages of the MARC have been achieved by the close of the quarter per Table D. Discounts will be withheld if the Customer does not meet the percentage requirements in any given quarter and discounts will not be issued until the Customer is in compliance with the MARC percentage schedule as outlined below.

Table D:

Quarter	% of MARC
1st	25%
2nd	50%
3rd	75%
4th	100%

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 – Special Access Service Offer (Cont'd)

41.31.5 Discounts and Other Credits (Cont'd)

(A) Discount Schedule and Application (Cont'd)

(1) (Cont'd)

For example, if the Customer has achieved 25% of the MARC by the close of the 1st quarter and is in compliance with all Terms and Conditions of this Contract offer, discounts will be issued. If in the second quarter the Customer only achieves 40% of the MARC and all Terms and Conditions are met, discounts will be withheld. If by the 3rd quarter the Customer has achieved 75% of the MARC and is in compliance with all Terms and Conditions, discounts previously withheld in the 2nd quarter will be issued as well as discounts due for the 3rd quarter.

(2) The Customer will receive the 20% discount on recurring revenues above the MARC annually. The discount will be applied 60 days after each contract anniversary. Recurring revenue generated from services of Company Code(s) not identified at the time of subscription are not eligible for above the MARC discounts unless added pursuant to Section 41.31.3 (L) or Section 41.31.7.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 - Special Access Service Offer (Cont'd)

41.31.5 Discounts and Other Credits (Cont'd)

(B) MARC adjustments Discount Schedule and Application

Table E outlines discounts that the Customer will be eligible to receive depending on the MARC adjustment percentage chosen pursuant to Section 41.31.4 (C)

TABLE E:

MARC Adjustment	10%	20%
Discounts	Year 2 - 3% Year 3 - 4% Year 4 - 5% Year 5 - 6%	Year 2 - 2% Year 3 - 2% Year 4 - 3% Year 5 - 3%
Above MARC discount	Will only apply to revenue above the MARC used as the basis of the adjustment or the recurring revenue from the previous 3 months multiplied by 4, whichever is lower.	Will only apply to revenue above the MARC used as the basis of the adjustment or the recurring revenue from the previous 3 months multiplied by 4, whichever is lower.

For example, the Customer's year 1 MARC is $17M. The Customer's year 2 MARC is $18M (calculated as revenue from the last quarter in year 1 x 4). On the anniversary date at the end of year 2, the Customer's year 2 recurring revenue is $15M. The Customer elects to invoke the MARC adjustment option and adjust the MARC downward by 20%. The Customer's year 3 recalculated MARC is therefore $14.4M = ($18M x 80%).

The Customer's discounts (including any previously withheld) for year 2 will be recalculated to reflect levels as set forth in Table E and would total $300K ($15M x 2%). Any discounts that have been applied to the Customer's bill during year 2 in excess of $300K will be back-billed. The discount amount for year 3 is also 2% as set forth in Table E.

Discounts, on a going forward basis, will be based on the re-calculated MARC and will be subject to percentages as detailed in Table E.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 - Special Access Service Offer (Cont'd)

41.31.5 Discounts and Other Credits (Cont'd)

(C) Non-Recurring Charges

The Telephone Company will waive Non-recurring charges associated with the purchase of VG, DS0, DS1, DS3, [1], [1], and [1] Services. In the event that these non-recurring charges are billed, The Telephone Company will credit these charges quarterly. Access Order and Special Construction charges will apply where applicable. Non-recurring charges will be credited quarterly as long as the Customer is in compliance with the Eligibility Criteria in Section 41.31.2 and the Terms and Conditions of this Contract Offer as specified in Section 41.31.3. If the Customer fails to meet the MARC on a contract anniversary date pursuant to Section 41.31.4 (A) and fails to pay the Annual True-Up as defined in Section 41.31.4 (D), the Customer will be back-billed the previous 12-months non-recurring charges previously waived or credited.

(D) Portability

The Telephone Company will waive termination liability charges for moves and/or disconnection of DS1, DS3, and [1] Services. In the event that termination liability charges for these moves and/or disconnections are assessed, the Telephone Company will credit these charges quarterly provided the following criteria are met, and provided the Eligibility Criteria in Section 41.31.2, and Terms and Conditions in Section 41.31.3 have been met. If the Customer fails to meet the MARC on each contract anniversary date pursuant to Section 41.31.4 (A) and fails to pay the Annual True-Up as defined in Section 41.31.4 (D), the Customer will be back-billed the previous 12-months charges that were waived or credited for termination liability charges.

(1) The move, disconnect, and/or new service may be from any SBC Tariff as described in Section 41.31.1.

(2) DS1 Services

The Telephone Company will credit the Customer, quarterly, any termination liability charges assessed and not disputed for the move and/or disconnection of DS1s throughout the term of this Contract Offer No. 31, provided that the Eligibility Criteria in Section 41.31.2, and Terms and Conditions in Section 41.31.3 have been met.

(3) DS3, OC3 and OC12 PTP Services

The Telephone Company will credit the Customer, quarterly, for any termination liability charges assessed and not disputed for the disconnection of DS3s, [1] services and [1] services throughout the Contract Term Period as long as the DS3, [1] or [1] has been in service for a minimum of one (1) year from the original installation date, and provided that the Eligibility Criteria in Section 41.31.2 and Terms and Conditions in Section 41.31.3 have been met.

[1] See footnote (1) on page 41-231.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 - Special Access Service Offer (Cont'd)

41.31.5 Discounts and Other Credits (Cont'd)

(D) Portability (Cont'd)

(4) [1] and [1]Services

The Telephone Company will credit the Customer, quarterly, for any termination liability charges assessed and not disputed for the disconnection of [1] or [1] throughout the Contract Term Period, as long as the [1] or [1] has been in service for a minimum of three (3) years from the original installation date, and provided that the Eligibility Criteria in Section 41.31.2 and Terms and Conditions in Section 41.31.3 have been met.

(E) Winback

Winback credits will be calculated and applied on each contract anniversary date, and shall be in addition to all other discounts and credits set forth in this Contract Offer. Recurring revenue generated from services of Company Code(s) not identified at the time of subscription are not eligible for win-back credits described below.

(1) The Customer will receive a 20% discount for the first 12 months of service for any DS1 or DS3 services moved to the Telephone Company's network that were previously provided by another company as long as the service is on the Telephone company's network for at least one year.

(2) The Customer will receive a 30% discount for the first 12 months of service for any [1], [1], [1], and/or [1] or [1] Service moved to the Telephone Company's network that were previously provided by another company as long as the service is on the Telephone Company's network for at least one year.

(3) The Customer must provide documentation to demonstrate that the Subject Services have been converted from another carrier to the Telephone Company's network. Documentation may include but is not limited to: circuit detail records, invoices, and coordinated orders to move the service. The Telephone Company is willing to review other documents that the Customer may deem appropriate to meet this criteria, however only to the extent that it does not result in breach of any non-disclosure agreements which may govern the distribution of such information.

[1] See footnote (1) on page 41-231.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 - Special Access Service Offer (Cont'd)

41.31.6 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to F.C.C. No. 73, Section 41.31.1 of this Tariff, the Telephone Company will acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 73, Section 41.31.1, unless: (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent company 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 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 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 "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

41.31.7 Mergers and Acquisitions

The Terms and Conditions of Contract Offer No. 31 shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain 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). During or after the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, either directly or through any affiliates, then billed, recurring revenue for Subject Services of the other company involved in the merger or acquisition will not be used in Calculations of the MARC as discussed in Section 41.31.4 (A) or Calculations to Achieve the MARC discussed in Section 41.31.4 (B), except as permitted by one of the provisions in this subsection.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 - Special Access Service Offer (Cont'd)

41.31.7 Mergers and Acquisitions (Cont'd)

The Customer must be meeting MARC commitments and all Eligibility Criteria and Terms and Conditions outlined in Sections 41.31.2 and 41.31.3 in order to exercise the provisions in this subsection.

Recurring revenue from Subject Services from the other entity involved in the merger or acquisition can not be used for any incentives or discounts contained in this Contract Offer except as permitted by one of the provisions outlined in this subsection.

The Customer shall have four one-time choices (per merger or acquisition) to incorporate revenue from the other company involved in the merger or acquisition. If the Customer does not exercise any of the provisions in this subsection by the times specified in relation to the Transaction Close Date, the Customer will not be permitted to use existing or future Special Access revenues from the other company involved in the merger or acquisition in the Calculation of the MARC or Calculations to Achieve the MARC discussed in Section 41.31.4 (A) & (B).

The acquisition and/or merger Transaction Close Date will be used to measure the length of time the following provisions are available. 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.

If the Customer has selected but not yet fully implemented one of the provisions in this subsection, the MARC adjustment calculation as detailed in Section 41.31.4 will only apply to the Customer's original (pre-merger or acquisition) MARC and will not include revenue from the other company involved in the merger or acquisition.

The Customer cannot combine any of the Merger and Acquisition provisions in this subsection.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 – Special Access Service Offer (Cont'd)

41.31.7 Mergers and Acquisitions (Cont'd)

The Telephone Company will calculate Annual Total Special Access revenue of the other company or companies involved in the merger or acquisition on the date the Customer selects one of the provisions in this subsection. The Annual Total Special Access revenue will be determined by calculating the prior three (3) months recurring revenue for Subject Services of the other company involved in the merger or acquisition multiplied by four (4). Until the Customer has fully implemented one of the provisions in this subsection, the Customer will not be eligible to earn above the MARC discounts discussed in Section 41.31.5 (A) (2) for revenue from the other company involved in the merger or acquisition until after it exceeds the Annual Total Special Access revenue. After the Customer has fully implemented one of the provisions in this subsection, the Customer will be eligible for above the MARC discounts discussed in Section 41.31.5 (A) (2) for revenue above the new combined MARC.

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41.31 Contract Offer No. 31 - Special Access Service Offer (Cont'd)

41.31.7 Mergers and Acquisitions (Cont'd)

41.31.7.1 Merger and Acquisition Provisions

(A) Mergers and Acquisitions - Access Services Ratio Impacting

If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company and inclusion of the recurring revenue from Subject Services from the other company or companies involved in the merger or acquisition into this Contract Offer will cause the Customer to fall below Access Services Ratio Terms and Conditions as defined in Section 41.31.3 (H), the Customer must select from Option 1 or 2 below in order to receive incentives and discounts for the other company involved in the merger or acquisition under this Contract Offer.

The Customer must fully comply with the Access Services Ratio Terms and Conditions within 18 months of the Transaction Close Date and must comply with the Access Conversion Schedule outlined in Table F below. As long as the Customer is in compliance with the Access Conversion Schedule and the Customer's existing revenue complies with the Access Services Ratio in Section 41.31.4 (H), the MARC discounts will continue to apply and the Customer shall not be considered out of compliance with the Access Services Ratio Terms and Conditions as defined in Section 41.31.3 (H).

If at any time the Customer does not comply with the Access Conversion Schedule outlined in Table F below, MARC discounts will be withheld and the Telephone Company will notify the Customer of non-compliance. The Customer will have 30 days to comply with the Access Conversion Schedule. If the Customer does not comply within 30 days, this Contract Offer will be considered in default, and the Telephone Company shall have the right to terminate this Contract Offer and termination liability charges will apply as detailed in Section 41.31.8. Notwithstanding the foregoing, if Telephone Company is primarily responsible for a delay in the Access Conversion Schedule, then the MARC discounts will continue to apply and the Customer shall not be considered out of compliance with the Access Services Ratio Terms and Conditions as defined in Section 41.31.3 (H) and the contract will not be considered in default, however, each party shall take all reasonable steps to comply as soon as possible.

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41.31 Contract Offer No. 31 - Special Access Service Offer (Cont'd)

41.31.7 Mergers and Acquisitions (Cont'd)

41.31.7.1 Merger and Acquisition Provisions (Cont'd)

(A) Mergers and Acquisitions - Access Services Ratio Impacting (Cont'd)

Table F outlines the Unbundled Network Element (UNE) to Access conversion schedule that will be used to migrate the services.

Table F: Access Conversion Schedule

90 Day Period	Required Conversion Level
1st	10%
2nd	20%
3rd	50%
4th	75%
5h	85%
6th	100%

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41.31 Contract Offer No. 31 - Special Access Service Offer (Cont'd)

41.31.7 Mergers and Acquisitions (Cont'd)

41.31.7.1 Merger and Acquisition Provisions (Cont'd)

(A) Mergers and Acquisitions - Access Services Ratio Impacting (Cont'd)

(1) Option 1

(a) The Customer may establish a temporary MARC by adding 85% but no more than 100% (depending on the Customer's selection) of Special Access Services recurring revenue from the other company involved in the merger or acquisition for Subject Services billed by the Telephone Company to the Customer's existing MARC as outlined below for a period not to exceed 18 months from the Transaction Close Date.

(b) The Customer must exercise this option within 60 days following the Transaction Close Date.

(c) This option is not available in the 5th year of the Contract Term Period.

(d) The temporary MARC will be calculated by taking the last 3 months of applicable monthly recurring Special Access revenue for the other company involved in the merger or acquisition from the date this option is selected for Subject Services multiplied by four (4) (depending on the Customer's selection) and adding to that the Customer's existing MARC.

(e) A combined permanent MARC will be established no later than 18 months following the Transaction Close Date using the following calculation.

(i) The last 3 months (at the time of the calculation) of monthly recurring Special Access revenue for the other company involved in the merger or acquisition for Subject Services multiplied by four (4) and adding to that the Customer's existing MARC.

(ii) The permanent MARC must be at least 85% of temporary MARC as defined in Section 41.31.7.1 (A) (1) (d).

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41.31 Contract Offer No. 31 - Special Access Service Offer (Cont'd)

41.31.7 Mergers and Acquisitions (Cont'd)

41.31.7.1 Merger and Acquisition Provisions (Cont'd)

(A) Mergers and Acquisitions - Access Services Ratio Impacting (Cont'd)

(2) Option 2

(a) The Customer must add at least 85% but no more than 100% (depending on the Customer's selection) of Special Access recurring revenue from the other company involved in the merger or acquisition for Subject Services billed by the Telephone Company to the Customer's existing MARC as outlined below for a period not to exceed 18 months from the transaction close date.
(b) The Customer must exercise this option within 12 months following the Transaction Close Date.
(c) This option is not available during the 5th year of the Contract Term Period.
(d) The MARC will be set by taking the last 3 months of applicable monthly recurring Special Access revenue for the other company involved in the merger or acquisition(from the date this option is selected) for Subject Services multiplied by four(4) and multiplied by 85% to 100% (depending on the Customer's selection) and adding to that the Customer's existing MARC.

(B) Mergers and Acquisitions - Access Services Ratio Not Impacting

If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company and inclusion of recurring revenue from Subject Services from the other company involved in the merger or acquisition into this Contract Offer will not cause the Customer to fall below Access Services Ratio Terms and Conditions as defined in Section 41.31.3 (H), the Customer must select from option 3 or 4 below in order to receive incentives and discounts for the other company involved in the merger or acquisition under this Contract Offer.

(1) Option 3

(a) The Customer may establish a temporary MARC by adding 90% to 100% (depending on the Customer's selection) of Special Access recurring revenue from the other company involved in the merger or acquisition for Subject Services used to calculate the MARC to the extent outlined below for a period not to exceed 12 months from the Transaction Close Date.

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41.31 Contract Offer No. 31 – Special Access Service Offer (Cont'd)

41.31.7 Mergers and Acquisitions (Cont'd)

41.31.7.1 Merger and Acquisition Provisions (Cont'd)

(B) Mergers and Acquisitions – Access Services Ratio Impacting (Cont'd)

(1) Option 3 (Cont'd)

(b) The Customer must exercise this option within 60 days following the acquisition Transaction Close Date.
(c) This option is not available during the 5th year of the Contract Term Period.
(d) The temporary MARC will be established by taking the last 3 months of applicable monthly recurring Special Access revenue for the other company involved in the merger or the date this option is selected for Subject Services multiplied by four (4) and multiplied by 90% to 100% (depending on the Customer's selection). This amount will be added to the Customer's existing MARC.
(e) A combined permanent MARC will be established no later than 12 months following the Transaction Close Date using the following calculation:
(i) The last three (3) months (at the time of the calculation) of monthly recurring Special Access revenues from the other company involved in the merger or acquisition for Subject Services multiplied by four (4) and adding to that the Customer's existing MARC.
(ii) The permanent MARC must be at least 85% of the temporary MARC as defined Section 41.31.7.1 (A)(4).

(2) Option 4

(a) The Customer must add at least 90% but no more than 100% (depending on the Customer's selection) of Special Access recurring revenue from the other company involved in the merger or acquisition for Subject Services billed by the Telephone Company to the Customers existing MARC as outlined below for a period not to exceed 12 months from the Transaction Close Date.
(b) The Customer must exercise this option within 12 months of the Transaction Close Date.
(c) This option is not available during the 5th year of the Contract Term Period.
(d) The MARC will be set by taking the last 3 months of applicable monthly recurring Special Access revenue for the other company involved in the merger or acquisition(from the date this option is selected) for Subject Services multiplied by four (4) and multiplied by 90% to 100% (depending on the Customer's selection) and adding to that the Customer's existing MARC

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 - Special Access Service Offer (Cont'd)

41.31.8 Termination Liability

(A) Termination Liability Charges

If the Customer terminates Contract Offer No. 41 before the completion of the term for any reason whatsoever (other than a material default by the Telephone Company), the Customer must pay the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 90 days prior to the desired date of termination to the Telephone Company. This notification must include the date upon which the Customer will terminate the Contract Offer.

If the Customer fails to meet any of the eligibility criteria in Section 41.31.2, or fails to meet any of the Terms and Conditions in Section 41.31.3, then the Telephone Company shall provide the Customer with written notification of such non-compliance and the Customer will have sixty (60) days to comply. If the Customer does not comply within such time period, the Customer will be deemed to have terminated its participation in Contract Offer No. 41 and termination liability charges will apply as stated below and will be payable pursuant to F.C.C. No. 73, Section 2.5.

The Customer's termination liability charge shall be equal to:

100% of all Discounts under Contract Offer No. 41 for the six (6) months immediately prior to the date of termination; plus the following schedule:

(1) If terminated in Year 1, 10.0% of the Base MARC for the remaining portion of Year 1, plus 10% of the Base MARC for the remaining years of the Contract Offer.

(2) If terminated in Year 2 , 12.5% of the Year 2 MARC for the remaining portion of Year 2, plus 12.5% of the Year 2 MARC for the remaining years of the Contract Offer.

(3) If terminated in Year 3, 12.5% of the Year 3 MARC for the remaining portion of Year 3, plus 12.5% of the Year 3 MARC for the remaining years of the Contract Offer.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.31 Contract Offer No. 31 - Special Access Service Offer (Cont'd)

41.31.8 Termination Liability (Cont'd)

(A) Termination Liability Charges (Cont'd)

(4) If terminated in Year 4, 12.5% of the Year 4 MARC for the remaining portion of Year 4, plus 12.5% of the Year 4 MARC for year 5.

(5) If terminated in Year 5, 10.0% of the Year 5 MARC for the remaining portion of Year 5.

(B) New Technology Termination

If the Customer wishes to move its services to new alternative technology (such as Broadband over power lines, Wi-MAX, DWDM, or optical switching technologies), the Customer shall qualify to reduce the MARC termination liability charges as detailed above by 50% in year 4 and/or 5 of this Contract Offer as long as the conditions in this subsection are met. The Customer shall have the right to move its services to new alternative technology and receive reduced termination liability as long as Eligibility Criteria in Section 41.31.2 and all Terms and Conditions in Section 41.31.3 are met. The Customer must provide documentation that reasonably demonstrates that the new technology is an alternative to existing Subject Services.

For example, if the Customer wishes to terminate this Contract Offer due to a new technology in year 4 of the Contract Offer, the termination liability charge would be equal to 100% of discounts applied during the previous six-months as well as 6.25% of the Year 4 MARC for the remaining portion of year 4, plus 6.25% of the Year 4 MARC for year 5.

The Customer must notify SBC in writing at least 90 days prior to the start of year 4 if they wish to terminate in year 4 and invoke this provision or at least 90 days prior to the start of year 5 if they wish to terminate in year 5 and invoke this provision. This notification must include the date upon which the Customer will terminate the Contract Offer. Additionally, this provision is only available to the Customer if it has not exercised the 20% MARC adjustment option as detailed in Section 41.31.4 (C).

(C) This Section 41.31.8 sets forth the sole and exclusive remedies for termination of this Contract Offer No. 41, except for charges due and payable for Subject Services rendered prior to the date of termination and any non-recurring charges and/or termination liability charges that may become due and payable in accordance with Sections 41.31.5 (C) and (D).

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.32 Contract Offer No. 32 - Self Healing Transport (STN) Option 12 Service Offer

41.32.1 General Description

Self Healing Transport (STN) Option 12 Service Offer (Contract Offer No. 32) is an access discount pricing offer that permits Customers currently subscribed to the Managed Value Plan (MVP) located in the Houston, Texas Metropolitan Statistical Area to purchase one STN Option 12 Service at the rates listed in Section 41.32.5.

Contract Offer No. 32 is only available January 27, 2005 through February 27, 2005 and is not renewable.

41.32.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to purchase the STN Option 12 Service Offer:

(1) Contract Offer No. 32 is only available for circuits located in the following Pricing Flexibility Metropolitan Statistical Area: Houston, TX

(2) Customer must be a current Managed Value Plan (MVP) Customer as described in F.C.C 73, Section 38.

(B) Self Healing Transport (STN) Network Service Offer applies to Phase II pricing-flexibility-qualified access services contained in the following tariff section:

Self Healing Transport (STN) Network Service (Option 12)-Southwestern Bell Telephone Company Tariff F.C.C. No 73:

§ Rate Regulation - Section 19.3
§ Rates and Charges - Section 39.5.2.11

All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

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41. Pricing Flexibility Contract Offerings Cont'd

41.32 Contract Offer No. 32 - Self Healing Transport (STN) Network Option 12 Service Offer Cont'd

41.32.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is three (3) years commencing on the date the Customer subscribes to this Contract Offer. The service term period is three (3) years commencing with the date the Customer is first billed for the STN Option 12 service. Billing commences no later than 30 days after the Telephone Company's completion of the access service order. This offer is not renewable.

If, at the expiration of the Customer's contract Term Period, the Customer elects to continue service, Customer shall select from payment options in Section 39.5.2.11 for the STN service. If the Customer does not elect to continue services pursuant to Contract Offer No. 32, the Customer must terminate service at the conclusion of the service term period. If the Customer chooses to not terminate service at the conclusion of the service term period, the Telephone Company will convert the Customer's service to the prevailing three (3) year term rates as specified in Section 39.5.2.11.

Purchase of the services listed above under this Contract Offer are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, installation and rearrangement charges in Section 39 for STN Option 12 services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer.

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41. Pricing Flexibility Contract Offerings Cont'd

41.32 Contract Offer No. 32 - Self Healing Transport (STN) Option 12 Service Offer Cont'd

41.32.3 Terms and Conditions Cont'd

(B) Contract Offer No. 32 is only available January 27, 2005 through February 27, 2005.

(C) In order to subscribe to Contract Offer No. 32 a Customer must submit a Letter of Subscription (LOS).

(D) If the Customer should discontinue service under this Contract Offer during the Term Period, termination liability charges will apply in accordance with Section 41.32.6.

(E) If, after the Telephone Company receives the Letter of Subscription (LOS) and/or the Firm Order Commitment (FOC) and prior to commencement of the Term Period, the Customer cancels the LOS and/or the FOC, cancellation charges will apply. The Customer must pay cancellation charges which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(F) If the Customer requests additional service features and functions not included in Section 41.32.5 herein, the Customer will pay the tariff rates for those additions as contained in Section 39-Metropolitian Statistical Area Access Services.

(G) Customer may not resell any capacity on services covered under this Contract Offer to a third party.

(H) Service must be a new installation.

(I) Customer is limited to purchasing one Self Healing Transport (STN) Network Option 12 Service.

(J) This Contract Offer can be combined with MVP discounts extended in F.C.C. No. 73 Section 38, but cannot be combined with any other current promotional discount, contract offer, or future offerings.

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41. Pricing Flexibility Contract Offerings Cont'd

41.32 Contract Offer No. 32 - Self Healing Transport (STN) Option 12 Service Offer Cont'd

41.32.4 Assign and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 32 pursuant to F.C.C. No. 73, Section 2.1.2, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 73, 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) or (b) 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 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 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:

- "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;
- "high risk" in a Paydex score as published by Dun and Bradstreet.

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41. Pricing Flexibility Contract Offerings Cont'd

41.32 Contract Offer No. 32 - Self Healing Transport (STN) Network Option 12 Service Offer Cont'd

41.32.5 Rates and Charges

(A) STN Option 12 Service Rates and Charges:

Customer shall pay the following Monthly Recurring Charge (MRC):

Rate Element	USOC	Quantity	Discount
Basic Configuration	SHKBX	1	20%
Transport (per airline mile)	1T5QS	0-12	20%
SONET-based Interface Options (OC-12) per access Node, per Interface	SBW3E	2	20%

41. Pricing Flexibility Contract Offerings Cont'd

41.32 Contract Offer No. 32 - Self Healing Transport Network (STN) Option 12 Offer Cont'd

41.32.6 Termination Liability

Termination liability, as described below, applies in lieu of the termination liability language contained in Section 19.3.15. If Customer terminates Contract Offer No. 32 before the completion of the term period for any reason, Customer will pay the Telephone Company termination liability charges as described below. Termination Liability charges will also apply if the customer is not in compliance with the Eligibility Criteria in Section 41.32.2 or the Terms and Conditions in Section 41.32.3. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below. Customer's termination liability charges for termination of service shall be equal to:

50% of all recurring charges for the balance of the Customer's three (3) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 50%)

Example: Customer with a $20,000 monthly recurring rate terminates service after one (1) year and has two (2) years remaining in a three (3) year term plan. The termination liability would be calculated as:

$20,000 X 24 X 50% = $240,000 termination liability charge.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.33 Contract Offer No. 33 - MegaLink Custom Service Offer

41.33.1 General Description

MegaLink Custom Service Offer (Contract Offer No. 33) is an access pricing discount plan that permits Customers located in the Oklahoma City Metropolitan Statistical Area to pay discounted rates, as listed in Section 41.33.4 for the purchase of one MegaLink Custom Service.

Contract Offer No. 33 is only available between February 12, 2005, and March 12, 2005. This Offer is not renewable.

41.33.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the MegaLink Custom Service Contract Offer No. 33:

(1) Service must be located in the following Pricing Flexibility Metropolitan Statistical Area: Oklahoma City, OK;

(2) All traffic must originate or terminate at a Mobile Switching Center (MSC);

(3) Service must be a new installation;

(4) Transport mileage on the MegaLink Custom Service must be no more than six (6) miles.

(B) Contract Offer No. 33 applies to pricing-flexibility-qualified access services contained in the following tariff section:

(1) MegaLink Custom Service (DS3)- Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Section 39.5.2.12.
(2) Self-Healing Transport Network (STN)- Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Section 19.4.

(C) All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.33 Contract Offer No. 33 - MegaLink Custom Service Offer (Cont'd)

41.33.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is three (3) years commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's completion of the access service order.

If, at the expiration of the Term Period, Customer elects to continue service, Customer shall select from payment options described in Section 39.5.2.12 for all services provided under Contract Offer No.33. If the Customer does not elect an option, the services will be converted to the prevailing monthly extension rates, in Section 39.5.2.12, as applicable.

Rate stability under this Contract Offer Term Period applies only to the rates specific to Contract Offer No. 33 as listed in Section 41.33.4. Purchase of the services listed above under Contract Offer No. 33 are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, installation and rearrangement charges in Section 39 for MegaLink Custom Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in Contract Offer No 33.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.33 Contract Offer No. 33 - MegaLink Custom Service Offer (Cont'd)

41.33.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer No. 33 is only available between February 12, 2005, and March 12, 2005:

(2) Customer must submit a Letter of Subscription (LOS);

(3) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS and /or Access Service Request (ASR), cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(4) If the Customer should discontinue service under Contract Offer No. 33 during the Term Period, termination liability charges will apply in accordance with Section 41.33.5;

(5) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 33, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangements, node moves, ring design provisioning changes and customer premise rearrangements;

(6) If the Customer requests additional service features and functions not included in Section 41.33.4, herein, the Customer will pay the tariff rates for those additions as contained in Section 39-Metropolitan Statistical Area Access Services;

(7) Customer may not resell any capacity on services covered under Contract Offer No. 33 to a third party;

(8) Services under Contract Offer No. 33 will not be eligible for benefits under the Managed Value Plan (MVP) offering in Section 38;

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.33 Contract Offer No. 33 - MegaLink Custom Service Offer (Cont'd)

41.33.3 Terms and Conditions (Cont'd)

(B) (Cont'd)

(9) Customer will not be able to subscribe to any future contract offerings in Section 41 in conjunction with services offered under Contract Offer No. 33; and

(10) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 33 pursuant to F.C.C. No. 73, Section 2.2.1 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 73, Section 2.2.1 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) 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 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 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:

- "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;

- "high risk" in a Paydex score as published by Dun and Bradstreet.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.33 Contract Offer No. 33 - MegaLink Custom Service Offer (Cont'd)

41.33.4 Rates and Charges

MegaLink Custom Service Rates and Charges:

Customer shall pay the following Monthly Recurring Charge (MRC) for the MegaLink Custom Service:

Monthly Recurring Charge (MRC):
MegaLink Custom Service$1,200.00

The MRC for the MegaLink Custom Service includes the following components:

Rate Element	**USOC**	**Quantity**
Channel Termination	TUZPX	1
Digital Transmission Links (DTL)	SH3BA	1

Non-recurring charges

Non-recurring charges (NRC) for the MegaLink Custom Service can be referenced in F.C.C. No. 73 Section 19 and Section 39, as applicable.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.33 Contract Offer No. 33 - MegaLink Custom Service Offer (Cont'd)

41.33.5 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in Section 20.4.6. If the Customer terminates Contract Offer No. 33 before the completion of the Term Period for any reason, Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 41.33.2, or the Terms and Conditions in Section 41.33.3. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below. Customer's termination liability charges for termination of service shall be equal to:

75% of all recurring charges for the balance of the Customer's three (3) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 75%)

Example: Customer with a $1,000 monthly recurring rate terminates service after one (1) year and has twenty-four (24) months remaining in a three (3) year term plan. The termination liability would be calculated as:

$1,000 X 24 X 75% = $18,000 termination liability charge.

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41. [1]

[1] Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 34 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. [1]

[1] See footnote (1) on page 41-269.

41. [1]

[1] See footnote (1) on page 41-269.

41. [1]

[1] See footnote (1) on page 41-269.

41. [1]

[1] See footnote (1) on page 41-269.

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41.[1]

[1] See footnote (1) on page 41-269.

41. Pricing Flexibility Contract Offerings

41.35 Contract Offer No. 35 - MVP DS1, DS3 and [1] Service Offer

41.35.1 General Description

Managed Value Plan (MVP) DS1, DS3 and [1] Service Offer ("Contract Offer No. 35") is an access discount pricing plan for MVP Customers where subscription is required in four of the SBC Companies: Ameritech Operating Companies, Southwestern Bell Telephone Company, Southern New England Telephone Company and Pacific Bell Telephone Company. This Offering provides a 50% discount off recurring tariff rates for DS1, DS3, and [1] services described in Section 41.35.2. In order to receive the discount, Customers must meet the Eligibility Criteria as described in Section 41.35.3. and are subject to the Terms and Conditions as described in Section 41.35.4. Customers will continue to receive MVP discounts provided that they meet their MVP contract obligations in Section 22 of F.C.C. No. 73 Tariff.

Customers must commit to a Current Annual Revenue Commitment (CARC), as described in Section 41.35.5. To ensure that the Customer will meet the CARC by end of years 2005, 2006 and 2007, the Telephone Company will review revenue quarterly. In the event the Customer is not meeting its CARC, the Customer will be required to remit payments, via the quarterly True-Up process described in Section 41.35.6, otherwise termination liabilities will apply.

Contract Offer No. 35 will only be available between February 23, 2005, through March 25, 2005.

41.35.2 Services Available Under Contract Offer No. 35

(A) Contract Offer No. 35 offers discounts on the recurring rates for the Price Flex eligible DS1, DS3 and [1] Access Services (hereafter referred to as Subject Services) contained in the Tariff Sections listed below, and only in the Metropolitan Statistical Areas (hereafter referred to as MSAs) defined in Section 41.35.4(C). The discounts also apply to the MVP qualified access services, which are Subject Services that are counted toward achievement of the MARC or any temporary MARC pursuant to Section 41.35.8.

Service	General / Basic Description	Phase 1 MSAs Rates and Charges	Phase 2 MSAs Rates and Charges
DS1 High Capacity Service & DS3 MegaLink Custom Service	7.3.10(A) & 20.1	7.3.10(F) & 20.5	39.5.2.7
(1)	(1)	(1)	(1)

(1) Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 35 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. Pricing Flexibility Contract Offerings

41.35 Contract Offer No. 35 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.35.2 Services Available Under Contract Offer No. 35 (Cont'd)

(B) Purchase of the Subject Services listed above pursuant to Contract Offer No. 35 are subject to the specific terms and conditions of Section 41.35.4. Additionally, purchase of the services listed above pursuant to Contract Offer No. 35 are also subject to the general terms and conditions of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, 6- Switched Access Service, 7-Special Access Service and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such general terms and conditions may be modified through the filing of tariff changes at any time during the Term Period; however, such changes will not change the regulations described in Contract Offer No. 35.

Subject Services continue to be governed by the respective terms and conditions of the MVP provisions in Section 38, F.C.C. Tariff No. 73 except as noted herein.

41.35.3 Eligibility Criteria for Contract Offer No. 35
Customer must meet the following eligibility criteria at the time of subscription and must continue to meet these eligibility criteria throughout the term of this Contract Offer. Failure to meet the eligibility criteria at any time shall result in termination of this Contract Offer.

(A) Contract Offer No. 35 is only available to Customers who are currently subscribing to MVP, in the following Telephone Companies:

- Ameritech Operating Companies (AIT) F.C.C. No. 2 Section 19;
- Southwestern Bell Telephone Company (SWBT) F.C.C. No. 73 Section 38; and
- Pacific Bell Telephone Company (PBTC) F.C.C. No. 1 Section 22.

[1] See footnote (1) on page 41-275.

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41. Pricing Flexibility Contract Offerings

41.35 Contract Offer No. 35 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.35.3 Eligibility Criteria for Contract Offer No. 35 (Cont'd)

(B) Customer must also concurrently subscribe to the identical contract offers of Contract Offer No. 35 pursuant to the following tariffs:

- AIT Tariff F.C.C. No. 2 , Section 22 , Contract Offer No. 47;
- PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 41; and
- SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 10.

[1] See footnote (1) on page 41-275.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.35 Contract Offer No. 35 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.35.4 Terms and Conditions

(A) Term Period

The contract Term Period will commence on April 1, 2005, if the Telephone Company has received a completed Letter of Subscription and expires on December 31, 2007 ("Term Period"). This offer is not renewable.

(B) Application

Subject Services to which the Customer already subscribes as of the commencement of the Term Period will receive discounts effective upon the commencement of the Term Period.

Subject Services purchased after the commencement of the Term Period will receive the discounts only after the service has been provisioned. Monthly billing credits will be issued for every month in which the Subject Services are purchased in compliance with the eligibility criteria in Section 41.35.3. The Credits will be applied within 30 days after each billing cycle.

(C) This Contract Offer No. 35 is only available for Subject Services located in the following MSAs:

Pricing-Flexibility MSAs: Austin-San Marcos, Dallas/Ft Worth, Houston and San Antonio, Texas.

(D) Contract Offer No. 35 provides a discount of 50% off the monthly recurring tariff rates listed in Section 41.35.2 (A) for existing and new Subject Services.

Example:

Subject Services Monthly Recurring Charge	= $2000
50% Discount	= $1000

(E) Customer agrees to maintain a Current Annual Revenue Commitment (CARC) (as described in Section 41.35.5) for the calendar years of 2005, 2006 and 2007.

[1] See footnote (1) on page 41-275.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.35 Contract Offer No. 35 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.35.4 Terms and Conditions (Cont'd)

(F) Customer agrees to a quarterly true-up as described in Section 41.35.6 for the calendar years of 2005, 2006 and 2007.

(G) When Customer subscribes to this Contract Offer, the Telephone Company will waive any termination liabilities that would otherwise apply pursuant to SWBT Tariff F.C.C. No. 73, Section 41, Contract Offer No. 15 for the Subject Services to be provided pursuant to this Contract Offer. Termination liabilities shall otherwise apply according to the terms of the applicable tariff.

(H) Customer must submit a Letter of Subscription to the Telephone Company.

41.35.5 Current Annual Revenue Commitment

Under Contract Offer No.35, Customer must to maintain a Current Annual Revenue Commitment (CARC). The CARC will be established using either the Customer's current MVP MARC or an Annual Revenue Commitment calculated as outlined below in Section 41.35.5(A), whichever is greater. The CARC will be established as soon as the Telephone Company receives the Letter of Subscription from the Customer. The CARC calculation will be the latest CARC established for Customers who are subscribing to SWBT Tariff F.C.C. No.73, Section 41, Contract Offer No. 15.

(A) Determining the Annual Revenue Commitment

The Customer's Annual Revenue Commitment is calculated based on the total of the previous three (3) months recurring billing for all MVP qualified access services prior to any MVP discounts (as listed in F.C.C. 73, Section 19), multiplied by four (4). The Annual Revenue Commitment is calculated as follows:
Previous Three (3) Months Recurring Billing X 4 = Annual Revenue Commitment

(B) If at any time during the contract Term Period of this Contract Offer the Customer's MVP MARC becomes greater than the CARC the Customer will commit to increase and maintain the CARC to be equal to its MVP MARC as it may change during the Term Period.

[1] See footnote (1) on page 41-275.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.35 Contract Offer No. 35 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.35.5 Current Annual Revenue Commitment (Cont'd)

(C) If the Customer fails to achieve the CARC on either December 31, 2005, December 31, 2006, or December 31, 2007, and fails to remit the annual projected gap payment, the Customer will be deemed to have terminated its subscription in Contract Offer No. 35 and termination liability charges will apply as set forth in Section 41.35.7.

41.35.6 Quarterly True Up

To ensure that the Customer will meet the CARC by the end of each year 2005, 2006 and 2007, the Telephone Company will review revenues quarterly. In the event that the Customer has an estimated shortfall, the Customer is required to remit Quarterly Gap Payments as described below. Quarterly is defined as consecutive three (3) month periods from April 1, 2005, through December 31, 2005, from January 1, 2006, through December 31, 2006, and from January 1, 2007, through December 31, 2007. The process of remitting payments to eliminate the Annual Projected Gap is referred to as the True-Up process.

The Telephone Company will calculate the Customer's Annual Projected Gap (if any) on a quarterly basis. The Annual Projected Gap is the CARC, less any annual projected MVP discounts, less actual annualized revenues. Actual annualized revenue is the Customer's actual billed amount to date, annualized to determine end of year estimated revenues. Actual annualized revenues will include any previous quarterly gap payment that the Customer has made. For this calculation, the actual annualized revenues are calculated after discounts from this Contract Offer No. 35, and any other applicable credits or discounts (i.e., MVP) have been applied.

Example A: Annual Projected Gap calculation at end of 1st quarter 2006
CARC = $12,000,000
Less projected MVP discounts = $ 2,000,000
Sub total= $10,000,000
Less actual quarterly revenue ($1.5M) X 4 (annualized)= $ 6,000,000
Annual Projected Gap= $ 4,000,000

(A) If there is a positive Annual Projected Gap as measured above for the quarter, the Customer must make Quarterly True-Up payments. Quarterly True-Up payments will be calculated using the percentages in section 41.35.6 (B) and will be applied to the Annual Projected Gap to determine the gap payment. See example B in Section 41.35.6.

[1] See footnote (1) on page 41-275.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.35 Contract Offer No. 35 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.35.6 Quarterly True Up (Cont'd)

(B) Quarterly True-up payments will be calculated utilizing the following percentiles:

Quarter	Percent
1st	0%
2nd	25%
3rd	66%
4th	100%

Example B: Quarterly True-up

1st Quarter, 2006
Actual revenue 1st Quarter:
January = $ 400,000
February = $ 500,000
March = $ 600,000
Total = $ 1,500,000

CARC =$12,000,000
Less projected MVP discount =$ 2,000,000
Sub total =$10,000,000
Less actual 3 months revenue ($1.5M) x 4 (annualized):
=$ 6,000,000
Annual Projected Gap =$ 4,000,000

$4,000,000 x 0% = $0.00 Quarterly True-up payment

2nd Quarter, 2006
Actual revenue 1st and 2nd Quarter:
January = $ 400,000
February = $ 500,000
March = $ 600,000
April = $ 600,000
May = $ 700,000
June = $ 700,000
Total = $ 3,500,000

CARC = $12,000,000
Less projected MVP discount = $ 2,000,000

Sub total = $10,000,000
Less actual 6 months revenue ($3.5M) x 2 (annualized):
= $ 7,000,000
Annual Projected Gap = $ 3,000,000

$3,000,000 x 25% = $750,000 Quarterly True-up payment

[1] See footnote (1) on page 41-275.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.35 Contract Offer No. 35 - MVP DS1, DS3 and [1] Service Offer Cont'd)

41.35.6 Quarterly True Up (Cont'd)

(B) (Cont'd)
Example B: Quarterly True-up (Cont'd)
3rd Quarter, 2006
Actual revenue 1st, 2nd and 3rd Quarter

January	= $	400,000
February	= $	500,000
March	= $	600,000
April	= $	600,000
May	= $	700,000
June	= $	700,000
July	= $	500,000
August	= $	600,000
September	= $	665,038
Total	= $	5,265,038

CARC = $12,000,000
Less projected MVP discounts = $2,000,000
Sub total = $10,000,000
Less (9 months actual revenue + 2nd Quarter Gap payment) x 1.33:
($5,265,038 + $750,000) x 1.33 = $8,000,000
Annual projected Gap = $2,000,000
$2,000,000 x 66% = $1,320,000 Quarterly True-up payment

4th Quarter, 2006
Actual revenue 1st, 2nd, 3rd and 4th Quarter

January	= $	400,000
February	= $	500,000
March	= $	600,000
April	= $	600,000
May	= $	700,000
June	= $	700,000
July	= $	500,000
August	= $	600,000
September	= $	665,038
October	= $	500,000
November	= $	550,000
December	= $	614,962
Total	= $	6,930,000

CARC = $12,000,000
Less projected MVP discounts= $2,000,000
Sub total = $10,000,000
Less (12 months actual revenue + 2nd & 3rd Quarter Gap payment):$6,930,000 + $750,000 + $1,320,000 =$9,000,000
Annual Projected Gap = $ 1,000,000
$1,000,000 x 100% = $1,000,000 Quarterly True-up payment

In the example above at the end of the 4th Quarter the Customer's actual revenue plus the Customer's Quarterly Gap payments, plus projected MVP discounts will equal the CARC.

[1] See footnote (1) on page 41-275.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.35 Contract Offer No. 35 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.35.6 Quarterly True Up (Cont'd)

(B) (Cont'd)

$6,930,000 (end of year actual revenue) + $750,000 (2nd Quarter Gap Payment) + $1,320,000 (3rd Quarter Gap Payment) + $1,000,000 (4th Quarter Gap Payment) + $2,000,000 (projected MVP discount) = $12,000,000

(C) The Telephone Company will provide Customer a quarterly gap payment bill (if applicable) within 30 days after the end of the quarter.

(D) If, at the end of December 31, 2005, December 31, 2006, or December 31, 2007, the Customer has exceeded their CARC (actual revenue + gap payments) and have made Quarterly Gap Payments, the Telephone Company will credit the Customer's account the amount exceeding the CARC, but not greater than the total gap payments the Customer has made.

41.35.7 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 35 pursuant to F.C.C. No. 2, Section 2.2.1 of this Tariff, the Telephone Company will acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 2, Section 2.2.1, unless: (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent company 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 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 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 "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

[1] See footnote (1) on page 41-275.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.35 Contract Offer No. 35 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.35.8 Mergers and Acquisitions

The Terms and Conditions of Contract Offer No. 35 shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or assets constituting an operating business to any other entity, or purchases all stock or substantially all stock or assets constituting an operating business of another company (the foregoing generally referred to herein as a merger or acquisition). During or after the merger or acquisition, if the other company involved in the merger or acquisition also purchases MVP qualified access services from the Telephone Company, either directly or through any affiliates, then billed, recurring revenue for MVP qualified access services of the other company or the assets constituting an operating business involved in the merger or acquisition will not be used in Minimum Annual Revenue Commitment (MARC) as discussed in Southwestern Bell Telephone Company Tariff F. C. C. NO. 73 Section 38.3 (C), except as permitted by one of the provisions in this subsection.

The Customer must be meeting its current MVP MARC commitments (or be current in paying any shortfall between the Annual MARC and actual Annual Billing) and all Eligibility Criteria and Terms and Conditions outlined in Sections 41.35.3 and 41.35.4 in order to exercise the provisions under this subsection.

Recurring revenue from MVP qualified access services from the other entity involved in the merger or acquisition cannot be used for any incentives or discounts contained in this Contract Offer except as permitted by one of the provisions outlined in this subsection.

The Customer shall have four (4)one-time choices (per merger or acquisition) to incorporate revenue from the other company or companies involved in the merger or acquisition. If the Customer does not exercise any of the provisions in this subsection by the times specified in relation to the Transaction Close Date, the Customer will not be permitted to use existing or future MVP qualified access services revenues from the other company or companies or operating business or businesses involved in the merger or acquisition in the Minimum Annual Revenue Commitment in Southwestern Bell Telephone Company Tariff F. C. C. No. 73 Section 38.3 (C)

The acquisition and/or merger Transaction Close Date will be used to measure the length of time the following provisions are available. 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 or operating business have been purchased.

[1] See footnote (1) on page 41-275.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.35 Contract Offer No. 35 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.35.8 Mergers and Acquisitions (Cont'd)

If the Customer has selected one of the provisions in this subsection, the MARC adjustment calculation, as detailed in the Minimum Annual Revenue Commitment in Southwestern Bell Telephone Company Tariff F. C. C. No. 73 Section 38.3 (C), will be calculated as provided in the provision of the subsection that Customer has selected.

The Customer cannot combine any of the Merger and Acquisition provisions in this subsection.

The Telephone Company will calculate MVP qualified access services revenue of the other company or operating business involved in the merger or acquisition on the date the Customer selects one of the provisions in this subsection. The MVP qualified access services revenue will be determined by calculating the prior three (3) months recurring revenue for all of the other company or operating business involved in the merger or acquisition multiplied by four (4).

41.35.8.1 Merger and Acquisition Provisions

(A) Mergers and Acquisitions - Access Services Ratio Impacting

If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or assets constituting an operating business to any other entity, or purchases all stock or substantially all stock or assets constituting an operating business of another company, and inclusion of the recurring revenue from MVP qualified access services from the other company or companies or operating business or businesses involved in the merger or acquisition into this Contract Offer will cause the Customer to fall below Customer Obligations, as defined in Southwestern Bell Telephone Company Tariff F. C. C. No. 73 Section 38.3 (B), and Access Service Ratio in Southwestern Bell Telephone Company Tariff F. C. C. No. 73 Section 38.3 (D), the Customer must select from Option 1 or 2 below in order to receive incentives and discounts for the other company or operating business involved in the merger or acquisition under this Contract Offer.

[1] See footnote (1) on page 41-275.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.35 Contract Offer No. 35 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.35.8 Mergers and Acquisitions (Cont'd)

41.35.8.1 Merger and Acquisition Provisions (Cont'd)

(A) Mergers and Acquisitions - Access Services Ratio Impacting (Cont'd)

The Customer must fully comply with the Access Services Ratio Terms and Conditions within 18 months of the Transaction Close Date, and must comply with the Access Conversion Schedule outlined in Table A below. As long as the Customer is in compliance with the Access Conversion Schedule and the Customer's existing revenue complies with the Customer Obligations, as defined in Southwestern Bell Telephone Company Tariff F. C. C. No. 73 Section 38.3 (B) (in the case of any shortfall in meeting the MARC, be in compliance with requirements to pay any shortfall between the Annual MARC and actual Annual Billing), and Access Service Ratio in Southwestern Bell Telephone Company Tariff F. C. C. No. 73 Section 38.3 (D), the MARC discounts will continue to apply and the Customer shall not be considered out of compliance with the Customer Obligations, as defined in Southwestern Bell Telephone Company Tariff F. C. C. No. 73 Section 38.3 (B), and Access Service Ratio in Southwestern Bell Telephone Company Tariff F. C. C. No. 73 Section 38.3 (D).

If, at any time, the Customer does not comply with the Access Conversion Schedule outlined in Table F below, MVP Commitment Discounts will be withheld and the Telephone Company will notify the Customer of non-compliance. The Customer will have 30 days to comply with the Access Conversion Schedule. If the Customer does not comply within 30 days, this Contract Offer will be considered in default, and the Telephone Company shall have the right to terminate this Contract Offer, and termination liability charges will apply as detailed in Section 41.35.9. Notwithstanding the foregoing, if the Telephone Company is primarily responsible for a delay in the Access Conversion Schedule, then the MVP Commitment Discounts will continue to apply and the Customer shall not be considered out of compliance with the Customer Obligations, as defined in Southwestern Bell Telephone

[1] See footnote (1) on page 41-275.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.35 Contract Offer No. 35 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.35.8 Mergers and Acquisitions (Cont'd)

41.35.8.1 Merger and Acquisition Provisions (Cont'd)

(A) Mergers and Acquisitions - Access Services Ratio Impacting (Cont'd)

Company Tariff F. C. C. No. 73 Section 38.3 (B), and Access Service Ratio in Southwestern Bell Telephone Company Tariff F. C. C. No. 73 Section 38.3 (D), and the contract will not be considered in default; however, each party shall take all reasonable steps to comply as soon as possible.

Table A outlines the Unbundled Network Element (UNE) to Access conversion schedule that will be used to migrate the services.

Table A: Access Conversion Schedule

90 Day Period	Required Conversion Level
1st	10%
2nd	20%
3rd	50%
4th	75%
5th	85%
6th	100%

[1] See footnote (1) on page 41-275.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.35 Contract Offer No. 35 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.35.8 Mergers and Acquisitions (Cont'd)

41.35.8.1 Merger and Acquisition Provisions (Cont'd)

(A) Mergers and Acquisitions - Access Services Ratio Impacting (Cont'd)

(1) Option 1

(a) The Customer establishes a temporary MARC by adding 85% but not more than 100% (depending on the Customer's selection) of MVP qualified access services recurring revenue from the other company or operating business involved in the merger or acquisition billed by the Telephone Company to the Customer's existing MARC, as outlined below, for a period not to exceed 18 months from the Transaction Close Date.

(b) The Customer must exercise this option within 60 days following the Transaction Close Date.

(c) This option is not available in the final year of the Contract Term Period of this Contract Offer.

(d) The temporary MARC will be calculated by taking the last 3 months of applicable monthly recurring MVP qualified access services revenue for the other company or operating business involved in the merger or acquisition (from the date this option is selected) multiplied by four (4), multiplied by 85% to 100% (depending on the Customer's selection) and adding to that the Customer's existing MARC.

(e) A combined permanent MARC will be established no later than 18 months following the Transaction Close Date using the following calculation.

(i) The last 3 months (at the time of the calculation) of monthly recurring MVP qualified access services revenue for the other company involved in the merger or acquisition multiplied by four (4) and adding to that the Customer's existing MARC.

(ii) The permanent MARC must be at least 85% of temporary MARC as defined in Section 41.35.8.1 (B) (1) (d).

[1] See footnote (1) on page 41-275.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.35 Contract Offer No. 35 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.35.8 Mergers and Acquisitions (Cont'd)

41.35.8.1 Merger and Acquisition Provisions (Cont'd)

(A) Mergers and Acquisitions - Access Service Ratio Impacting (Cont'd)

(2) Option 2

(a) The Customer must add at least 85% but no more than 100% (depending on the Customer's selection) of MVP qualified access services recurring revenue from the other company or operating business involved in the merger or acquisition billed by the Telephone Company to the Customer's existing MARC, as outlined below, for a period not to exceed 18 months from the Transaction Close Date.

(b) The Customer must exercise this option within 12 months following the Transaction Close Date

(c) This option is not available during the final year of the Contract Term Period of this Contract Offer.

(d) The MARC will be set by taking the last three (3) months of applicable monthly recurring MVP qualified access services revenue from the other company or operating business involved in the merger or acquisition (on the date this option is selected) multiplied by four (4) and multiplied by 85% to 100% (depending on the Customer's selection), and adding to that the Customer's existing MARC.

[1] See footnote (1) on page 41-275.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.35 Contract Offer No. 35 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.35.8 Mergers and Acquisitions (Cont'd)

41.35.8.1 Merger and Acquisition Provisions (Cont'd)

(B) Mergers and Acquisitions - Access Services Ratio Not Impacting

If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or assets constituting an operating business to any other entity, or purchases all stock or substantially all stock or assets constituting an operating business of another company, and inclusion of recurring revenue from MVP qualified access services from the other company or companies involved in the merger or acquisition into this Contract Offer will not cause the Customer to fall below the Customer Obligations, as defined in Southwestern Bell Telephone Company Tariff F. C. C. No. 73 Section 38.3 (B), (in the case of any shortfall in meeting the MARC, be in compliance with any requirements to pay any shortfall between the Annual MARC and actual Annual Billing), and Access Service Ratio in Southwestern Bell Telephone Company Tariff F. C. C. No. 73 Section 38.3 (D), the Customer must select from option 3 or 4 below in order to receive incentives and discounts for the other company involved in the merger or acquisition under this Contract Offer.

(1) Option 3

(a) The Customer establishes a temporary MARC by adding 90% to 100% (depending on the Customer's selection) of MVP qualified access services revenue from the other company or operating business involved in the merger or acquisition used to calculate the MARC to the extent outlined below for a period not to exceed 12 months from the Transaction Close Date.

(b) The Customer must exercise this option within 60 days following the acquisition Transaction Close Date.

[1] See footnote (1) on page 41-275.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.35 Contract Offer No. 35 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.35.8 Mergers and Acquisitions (Cont'd)

41.35.8.1 Merger and Acquisition Provisions (Cont'd)

(B) Mergers and Acquisitions - Access Services Ratio Not Impacting (Cont'd)

(1) Option 3 (Cont'd)

(c) This option is not available during the final year of the Contract Term Period of this Contract Offer.

(d) The temporary MARC will be established by taking the last three (3) months of applicable monthly recurring MVP qualified access services revenue for the other company or operating business involved in the merger or acquisition (from the date this option is selected) multiplied by four (4) and multiplied by 90% to 100% (depending on the Customer's selection). This amount will be added to the Customer's existing MARC.

(e) A combined permanent MARC will be established no later than 12 months following the Transaction Close Date using the following calculation:

(i) The last three (3) months (at the time of the calculation) of monthly recurring MVP qualified access services revenues from the other company or operating business involved in the merger or acquisition multiplied by four (4), and adding to that the Customer's existing MARC.

(ii) The permanent MARC must be at least 90% of the temporary MARC as defined Section 41.35.8.1 (C) (4).

[1] See footnote (1) on page 41-275.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.35 Contract Offer No. 35- MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.35.8 Mergers and Acquisitions (Cont'd)

41.35.8.1 Merger and Acquisition Provisions (Cont'd)

(B) Mergers and Acquisitions – Access Services Ratio Not Impacting (Cont'd)

(2) Option 4

(a) The Customer must add at least 90% but no more than 100% (depending on the Customer's selection) of MVP qualified access services recurring revenue from the other company or operating business involved in the merger or acquisition billed by the Telephone Company to the Customer's existing MARC, to the extent outlined below for a period not to exceed 12 months from the Transaction Close Date.

(b) The Customer must exercise this option within 12 months of the Transaction Close Date.

(c) This option is not available during the final year of the Contract Term Period of this Contract Offer.

(d) The MARC will be set by taking the last three (3) months of applicable monthly recurring MVP qualified access services revenue from the other company or operating business involved in the merger or acquisition (on the date this provision is selected) multiplied by four (4) and multiplied by 90% to 100% (depending on the Customer's selection), and adding to that the Customer's existing MARC.

[1] See footnote (1) on page 41-275.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.35 Contract Offer No. 35 - MVP DS1, DS3 and [1] Service Offer (Cont'd)

41.35.9 Termination Liability Charges
Termination liability language described below applies in lieu of the termination liability language described in Southwestern Bell Tariff F.C.C. No. 73, Section 7.2 for DS1 High Capacity Service, Section 20.4.6 for DS3 Megalink Customer Service and Section 40.2 for [1] Services.
If the Customer terminates service under this Contract Offer before the completion of the Term Period, for any reason whatsoever, the Customer agrees to pay the Telephone Company termination liability charges described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 60 days prior to the desired date of termination to the Telephone Company.

If the Customer fails to meet any of the eligibility criteria in Section 41.35.3 or fails to maintain any of the Terms and Conditions in section 41.35.4, the Customer will be deemed to have terminated its participation in Contract Offer No. 35, and termination liability charges will apply, as stated below, and will be payable pursuant to F.C.C. No. 2 , Section 2.4.

Customers termination liability shall be equal to:

(A) 100% of all Discounts received under this Contract Offer No. 35 during the six (6) months immediately prior to the date of termination, plus

(B) 25% of the CARC for each year in the remaining portion of the Term Period.

Any previous gap payments paid by the customer will be forfeited.

Example C:

The Customer signs up for Contract Offer No. 35 and it begins April 1, 2005. The Customer terminates its participation in Contract Offer No. 35 effective August 15, 2006. The termination liability charge that would apply is calculated as follows:

Annual CARC= $12M
Monthly CARC= $12M/12 months = $1M
Number of months remaining in contract= 15.5
Remaining value of CARC=15.5 x$1M= $15.5M
25 % of remaining value of CARC = .25 x$15.5M= $3.875M
February 2006 - July 2006 discounts= $500K

Total Termination Liability Charge = $3.875M + $500K = $4.375M

[1] See footnote (1) on page 41-275.

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41. Pricing Flexibility Contract Offerings

41.36 Contract Offer No. 36 - MegaLink Custom Service Offer

41.36.1 General Description

MegaLink Custom Service Offer (Contract Offer No. 36) is an access pricing discount plan that permits Customers located in the El Paso Metropolitan Statistical Area to pay discounted rates, as listed in Section 41.36.4 for the purchase of one MegaLink Custom Service.

Contract Offer No. 36 is only available between February 25, 2005, through March 25, 2005. This Offer is not renewable.

41.36.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the MegaLink Custom Service Contract Offer No. 36:

(1) Service must be located in the following Pricing Flexibility Metropolitan Statistical Area: El Paso, TX;

(2) All traffic must originate or terminate at a Mobile Switching Center (MSC); and

(3) Service must be a new installation.

(B) Contract Offer No. 36 applies to pricing-flexibility-qualified access services contained in the following tariff section:

(1) MegaLink Custom Service (DS3)- Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Section 20.5.

(C) All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.36 Contract Offer No. 36 - MegaLink Custom Service Offer (Cont'd)

41.36.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is one (1) year commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's completion of the access service order.

If, at the expiration of the Term Period, Customer elects to continue service, Customer shall select from payment options described in Section 20.5 for all services provided under Contract Offer No.36. If the Customer does not elect an option, the services will be converted to the prevailing monthly extension rates, in Section 20.5, as applicable.

Rate stability under this Contract Offer Term Period applies only to the rates specific to Contract Offer No. 36 as listed in Section 41.36.4. Purchase of the services listed above under Contract Offer No. 36 are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, installation and rearrangement charges in Section 20 for MegaLink Custom Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in Contract Offer No 36.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.36 Contract Offer No. 36 - MegaLink Custom Service Offer (Cont'd)

41.36.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer No. 36 is only available between February 25, 2005, through March 25, 2005;

(2) Customer must submit a Letter of Subscription (LOS) to the Telephone Company;

(3) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS and /or Access Service Request (ASR), cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(4) If the Customer should discontinue service under Contract Offer No. 36 at any time during the Term Period, termination liability charges will apply in accordance with Section 41.23.5;

(5) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 36, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangements, node moves, ring design provisioning changes and customer premise rearrangements;

(6) If the Customer requests additional service features and functions not included in Section 41.36.4, herein, the Customer will pay the tariff rates for those additions as contained in Section 20-MegaLink Custom Services;

(7) Customer may not resell any capacity on services covered under Contract Offer No. 36 to a third party;

(8) Services under Contract Offer No. 36 will not be eligible for benefits under the Managed Value Plan (MVP) offering in Section 38;

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.36 Contract Offer No. 36 - MegaLink Custom Service Offer (Cont'd)

41.36.3 Terms and Conditions (Cont'd)

(B) (Cont'd)

(9) Customer will not be able to subscribe to any future contract offerings in Section 41 in conjunction with services offered under Contract Offer No. 36;

(10) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 36 pursuant to F.C.C. No. 73, Section 2.2.1 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 73, Section 2.2.1 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) 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 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 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:

- "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;
- "high risk" in a Paydex score as published by Dun and Bradstreet.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.36 Contract Offer No. 36 - MegaLink Custom Service Offer (Cont'd)

41.36.4 Rates and Charges

MegaLink Custom Service Rates and Charges:

Customer shall pay the following Monthly Recurring Charge (MRC) for the MegaLink Custom Service:

Monthly Recurring Charge (MRC):
MegaLink Custom Service$1,500.00

The MRC for the MegaLink Custom Service includes the following components:

Rate Element	USOC	Quantity
Channel Termination	TUZPX	1

Non-recurring charges:

Non-recurring charges (NRC) for the MegaLink Custom Service can be referenced in F.C.C. No. 73 Section 20.5, as applicable.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.36 Contract Offer No. 36 – MegaLink Custom Service Offer (Cont'd)

41.36.5 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in Section 20.4.6. If the Customer terminates Contract Offer No. 36 before the completion of the Term Period for any reason, Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 41.36.2, or the Terms and Conditions in Section 41.36.3. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below. Customer's termination liability charges for termination of service shall be equal to:

50% of all recurring charges for the balance of the Customer's one (1) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: Customer with a $1,000 monthly recurring rate terminates service after five (5) months and has seven (7) months remaining in a one (1) year term plan. The termination liability would be calculated as:

$1,000 X 7 X 50% = $3,500 termination liability charge.

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41. Pricing Flexibility Contract Offerings

41.37 Contract Offer No. 37 - Self Healing Transport Network (STN)

41.37.1 General Description

Self Healing Transport Network (STN)(Contract Offer No. 37)is an access discount pricing plan that permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas, (hereafter referred to as MSAs) to receive the discounts on a renewal of three (3) existing Self Healing Transport Network (STN)services: Volume Option 24 with 2 additional Central Office (CO) nodes, Volume Option 12 with two (2) additional Central Office (CO) nodes and a Volume Option 6, as described in Section 41.37.5 (A) herein. The Customer must meet the eligibility criteria described in Section 41.37.3. Discounts are available based on the terms and conditions contained in Section 41.37.4. This Contract Offer is available in the MSAs listed in Section 41.37.4(B)1 and is only available February 25, 2005 through March 25, 2005.

41.37.2 Services Available Under Contract Offer No. 37

(A) Contract Offer No. 37 applies to pricing flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Southwestern Bell Telephone Company Self Healing Transport Network (STN) - Southwestern Bell Telephone Company Tariff F.C.C. No 73, Section 39.5.2.11.

All terms and conditions for the qualified services listed above are governed by the respective tariff sections as noted herein.

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41. Pricing Flexibility Contract Offerings

41.37 Contract Offer No. 37 - Self Healing Transport Network (STN) (Cont'd)

41.37.3 Contract Offer No. 37 - Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive Contract Offer No. 37 discounts:

(1) Service must be a pricing -flexibility-qualified service listed in Section 41.37.2(A);
(2) Service must be located in the MSAs listed in Section 41.37.4 (B) (1);
(3) Customer must renew an existing Self Healing Transport Network (STN) Volume Option 24 with 2 additional CO nodes;
(4) Customer must renew an existing Self Healing Transport Network (STN) Volume Option 12 with 2 additional CO nodes, and;
(5) Customer must renew an existing Self Healing Transport Network (STN) Volume Option 6.

41.37.4 Contract Offer No. 37 - Terms and Conditions

(A) Term Period

The contract term (Term Period)is five (5) years commencing on the date billing begins. Billing commences no more than 30 days following the Telephone Company's completion of the service order. This offer is not renewable.

If the Customer elects to continue service at the expiration of the Term Period, the Customer must select from payment options outlined in Section 19.4 for Phase 1 MSAs and Section 39.5.2.11, for Phase 2 MSAs. If the Customer does not elect an option, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 19.4 for Phase 1 MSAs and Section 39.5.2.11, for Phase 2 MSAs.

Rate stability under Contract Offer No. 37 applies only to the rates specific to this Contract Offer as outlined in Table A in Section 41.37.5. Purchase of the Subject Services listed above are also subject to certain rates and charges in Sections 2-General Regulations, 5-Ordering Options for Switched and Special Access Service, 13-Additional Engineering, Additional Labor & Miscellaneous Services and 39-Metropolitan Statistical Area Access Services (as related to rates referred to in Section 39.5), as applicable. Such rates and charges may be modified through the filing of tariff changes at any time during the Term Period.

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41. Pricing Flexibility Contract Offerings

41.37 Contract Offer No. 37 - Self Healing Transport Network (STN) (Cont'd)

41.37.4 Contract Offer No. 37 - Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer No. 37 is only available for facilities located in the following Metropolitan Statistical Areas: Wichita KS, Kansas City, MO, and Dallas, TX.

(2) Contract Offer No. 37 is only available February 25, 2005 through March 25, 2005.

(3) If the Customer should discontinue service under this Contract Offer during the Term Period, termination liability charges will apply in accordance with Section 41.37.6.

(4) Customer must subscribe to the Subject Services available under Contract Offer No. 37 in accordance with the regulations set forth in Section 5 - Ordering Options for Switched & Special Access Service.

(5) Customer must place access service order to renew the following existing Self Healing Transport Network (STN) services: Volume Option 24 with 2 additional CO nodes; Volume Option 12 with 2 additional CO nodes and; Volume Option 6.

(6) Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(7) If, after the Telephone Company receives the Letter of Subscription (LOS), but before service begins, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay the cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(8) Customer will not be able to subscribe to any future contract offerings in Section 41 in conjunction with this Contract Offer No. 37 that might be offered by the Telephone Company for services covered under this Contract Offer No. 37.

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41. Pricing Flexibility Contract Offerings

41.37 Contract Offer No. 37 - Self Healing Transport Network (STN) (Cont'd)

41.37.4 Contract Offer No. 37 - Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(9) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 37 pursuant to F.C.C. No. 73, Section 2.2.1 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 73, Section 2.2.1 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) 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 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 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:

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;
(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

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41. Pricing Flexibility Contract Offerings

41.37 Contract Offer No. 37 - Self Healing Transport Network (STN) (Cont'd)

41.37.5 Contract Offer No. 37 Term Discounts

(A) The customer must pay the Monthly Recurring Charges (MRC) and Non-Recurring Charges (NRC) for the following Rate Elements.

Table A

Rate Element-Self-Healing Transport Network (STN)	**Total Monthly Recurring Charge (MRC)**	**Non-Recurring Charge (NRC)**
Volume Option 24 with 2 additional CO nodes	$33,148	$0
Volume Option 12 with 2 Additional CO nodes	$21,376	$0
Volume Option 6	$5,396	$0

41. Pricing Flexibility Contract Offerings

41.37 Contract Offer No. 37 - Self Healing Transport Network (STN) (Cont'd)

41.37.6 Termination Liability

Termination liability, as described below, applies in lieu of the termination liability language contained in Section 19.3.15. If Customer terminates Contract Offer No. 37 before the completion of the Term Period for any reason, the Customer must pay The Telephone Company termination liability charges as described below. If the customer is not in compliance with the Eligibility Criteria in Section 41.37.3 or the Terms and Conditions in Section 41.37.4, termination liability charges will apply. These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described in section 19.3.15. Customer's termination liability charges for termination of service shall be equal to:

- 50% of all recurring charges for the balance of the Customers five (5) year Term Period for the Subject Service that the customer has terminated.

The termination liability charge will be calculated as follows:

(Tariff Monthly Recurring Charges) multiplied by (Month Remaining in billing) multiplied by (Termination liability percentage of 50%).

Example: Customer has $200,000 in Monthly Recurring Charges. If Customer terminates service after thirty-six (36) months and has twenty-four (24) month remaining in a sixty (60) month term plan. The termination liability would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Liability

- All remaining in-service Subject Services will convert back to the prevailing tariff rates at the term that the customer signed up for. Prevailing tariff rates are highlighted in Section 19.4 for Phase 1 MSAs and Section 31.5.2.11 for Phase 2 MSAs.

41. [1]

[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 38 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

41. [1]

[1] See footnote (1) on page 41-306.

41. [1]

[1] See footnote (1) on page 41-306.

41. [1]

[1] See footnote (1) on page 41-306.

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41. [1]

[1] See footnote (1) on page 41-306.

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41. [1]

[1] See footnote (1) on page 41-306.

41. [1]

[1] See footnote (1) on page 41-306.

41. [1]

[1] See footnote (1) on page 41-306.

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41. [1]

[1] See footnote (1) on page 41-306.

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41. Pricing Flexibility Contract Offerings

41.39 Contract Offer No. 39 - Self Healing Transport Network (STN) Volume Option 3 Service Offer

41.39.1 General Description

Self Healing Transport Network (STN) Volume Option 3 Service Offer (Contract Offer No. 39) is an access discount pricing offer that permits Customers located in the Little Rock, Arkansas Metropolitan Statistical Area to received discounts on an existing STN Volume Option 3 Service at the rates listed in Section 41.39.5, herein.

Contract Offer No. 39 is only available March 23, 2005 through April 23, 2005. This offer is not renewable.

41.39.2 Eligibility Criteria

The following eligibility criteria must be met in order to receive discounts under Contract Offer:

(A) Services must be located in the following Pricing Flexibility Metropolitan Statistical Area: Little Rock, AR

(B) Contract Offer No. 39 applies to Phase II pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff section:

Self Healing Transport Network (STN) Service (Volume Option 3) - Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Section 39.5.2.11.

(C) The Customer’s existing embedded configuration base services must include one (1) STN Volume Option 3 service with transport at no more than 16 miles.

All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings Cont'd

41.39 Contract Offer No. 39 - Self Healing Transport Network (STN) Volume Option 3 Service Offer Cont'd

41.39.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date billing begins. Billing commences no later than 30 days after the Telephone Company's completion of the access service order. This offer is not renewable.

At the expiration of the Customer's contract Term Period, services provided under this Contract Offer will be converted to the prevailing five (5) year term tariff rates as specified in Section 39.5.2.11. If the Customer chooses not to continue services pursuant to this Contract Offer, the Customer must terminate services within 30 days of expiration of the Term Period.

Purchase of the services under this Contract Offer are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, installation and rearrangement charges in Section 39 for STN Option 3 services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in this Contract Offer No 39.

41. Pricing Flexibility Contract Offerings Cont'd

41.39 Contract Offer No. 39 - Self Healing Transport Network (STN) Volume Option 3 Service Offer Cont'd

41.39.3 Terms and Conditions Cont'd

(B) Contract Offer No. 39 is only available March 23, 2005 through April 23, 2005.

(C) In order to subscribe to Contract Offer No. 39, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(D) If the Customer should discontinue service under this Contract Offer during the Term Period, termination liability charges will apply in accordance with Section 41.39.6, herein.

(E) If, after the Telephone Company receives the Letter of Subscription (LOS) and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(F) If the Customer requests additional services not included in Section 41.39.5 herein, the Customer will pay the tariff rates for those additions as contained in Section 39-Metropolitan Statistical Area Access Services.

(G) Service must be an existing STN Volume Option 3 with transport not to exceed 16 miles.

(H) This Contract Offer cannot be combined with any other current promotional discount, contract offer, or future offerings.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings Cont'd

41.39 Contract Offer No. 39 - Self Healing Transport Network (STN) Volume Option 3 Service Offer Cont'd

41.39.4 Assign and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 39 pursuant to F.C.C. No. 73, Section 2.2.1, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 73, Section 2.2.1 are fulfilled unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) 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 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 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:

- "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;
- "high risk" in a Paydex score as published by Dun and Bradstreet.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings Cont'd

41.39 Contract Offer No. 39 - Self Healing Transport Network (STN) Volume Option 3 Service Offer Cont'd

41.39.5 Rates and Charges

(A) STN Volume Option 3 Service Rates and Charges:

Customer shall pay the following Monthly Recurring Charge (MRC):

Rate Element	**USOC**	**Quantity**	**Discount**
STN Basic Volume Option 3 Configuration	SHKBX	1	47%
STN Transport (per airline mile)	1T5QS	0-16	47%
Multiplexing, per multiplexer	MKQ	3	47%

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings Cont'd

41.39 Contract Offer No. 39 - Self Healing Transport Network (STN) Volume Option 3 Offer Cont'd

41.39.6 Termination Liability

Termination liability, as described below, applies in lieu of the termination liability language contained in Section 19.3.15. If Customer terminates Contract Offer No. 39 before the completion of the term period for any reason, except as noted in Section 41.39.7 herein, Customer will pay the Telephone Company termination liability charges as described below. Termination Liability charges will also apply if the customer is not in compliance with the Eligibility Criteria in Section 41.39.2 or the Terms and Conditions in Section 41.39.3. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below. Customer's termination liability charges for termination of service shall be equal to:

50% of all recurring charges for the balance of the Customer's five (5) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 50%)

Example: Customer with a $20,000 monthly recurring rate terminates service after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month term plan. The termination liability would be calculated as:

$20,000 X 24 X 50% = $240,000 termination liability charge.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings Cont'd

41.39 Contract Offer No. 39 - Self Healing Transport Network (STN) Volume Option 3 Service Offer Cont'd

41.39.7 Excessive Service Outage Termination

An Excessive Service Outage occurs when the Customer's Self-Healing Transport Network (STN) experiences simultaneous equipment service interruptions of both the working and protection path of the network and the service interruptions have not been excepted from treatment for a credit allowance under F.C.C. No. 73, Section 2. The Customer may terminate its subscription to the STN Option 3 service which incurred the outage(s) without incurring termination liability charges, if applicable, if one or both of the following conditions apply:

(1) If during any consecutive six (6) month period there are more than two (2) Excessive Service Outages on an individual STN; and/or
(2) Excessive Service Outage accumulation of a total of twelve (12) hours in any thirty-calendar-day (30) period on an individual STN.

The Customer must provide written notice to the Telephone Company of its intent to terminate service within thirty (30) calendar days of the third (3rd) or any subsequent Excessive Service Outage within the same consecutive twelve (12) month period. Such termination will be effective within two hundred and forty (240) calendar days following delivery of written notice to the Telephone Company.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.40 Contract Offering No. 40 - ReliaNet Service Offer

41.40.1 General Description

Contract Offer No. 40 - ReliaNet Service Offer is an access discount pricing plan that provides the Customer with discounted rates on existing ReliaNet MAC Opt.-A [SVO(48)] facilities. Qualified services under Contract Offer No. 30 are only available in Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSA) as described in Section 41.40.3. Customer must meet eligibility criteria as described in Section 41.40.3. This Contract Offer is only available for subscription March 31, 2005 through April 30, 2005. This offer is not renewable.

41.40.2 Subject Services

Contract Offer No. 40 applies to pricing-flexibility-qualified services (hereafter referred to as Subject Services) contained in the following tariff section:

(1) ReliaNet Service - Southwestern Bell Telephone Company Tariff F.C.C. 73, Section 39.5.2.13

All Terms and Conditions for the Subject Services listed above are governed by their respective tariff sections except as noted herein.

41.40.3 Eligibility Criteria

The following eligibility criteria must be met in order to purchase Subject Services pursuant to Contract Offer No. 40:

(A) Service must be located in the following Pricing Flexibility MSA: Little Rock, AR

(B) The Customer's existing services configuration must include two (2) ReliaNet MAC Opt.-A [SVO(48)] facilities.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.40 Contract Offering No. 40 - ReliaNet Offer (Cont'd)

41.40.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is for two (2) years commencing on the date the Telephone Company receives the completed Letter of Subscription from the Customer.

If the Customer elects to continue services at expiration of the Term Period the Customer may choose from the payment options described in Section 39.

If the Customer does not elect an option described above at the expiration of the Term Period, the Subject Services will be converted to the prevailing applicable monthly extension rates found in Section 39.

(B) Terms and Conditions

(1) Contract Offer No. 40 is only available for subscription April 1, 2005 through April 30, 2005.

(2) Rate stability under the Term Period applies only to the rates specific to Contract Offer No. 40, as listed in Section 41.40.7.

(3) Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(4) Customer will not be able to subscribe to or include Subject Services in any future promotional, contract offering, or discount plan in conjunction with this Contract Offer.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.40 Contract Offering No. 40 - ReliaNet Offer (Cont'd)

41.40.5 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under Contract Offer No. 40 pursuant to F.C.C. No. 73, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 73, 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) or (b) 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 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 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 "fair" or below in a composite credit appraisal published by Dun and Bradstreet or, "high risk" in a Paydex score as published by Dun and Bradstreet.

41.40.6 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all 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 of 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, 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.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.40 Contract Offering No. 40 – ReliaNet Offer (Cont'd)

41.40.7 Rates and Charges

Customer must pay the Monthly Recurring Charge (MRC) for each rate element listed in Table A. Any rate elements not described below will continue to be billed at tariff rates as described in Section 39.

Table A – Monthly Recurring Charges for Subject Services:

Rate Element	Applicable USOC	MRC
per MAC Opt.-A [SVO(48)]	N8P	$21,042.63

41.40.8 Termination Liability

If Customer terminates Contract Offer No. 40, the termination liability language contained below applies in lieu of termination liability language contained in Section 31. Customer must pay to the Telephone Company termination liability charges as described below if the Customer terminates Contract Offer No. 40 before the completion of the Term Period for any reason, or if the Customer is not in compliance with the Terms and Conditions described in Section 41.40.4. These charges shall become due as of the effective date of the termination and are payable within 30 days of the billing invoice date. Customer's termination liability charges for termination of service shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's two (2) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months Remaining in Term Period) multiplied by (Termination liability percentage of 50%).

Example: Customer has $200,000 in Monthly Recurring Charges. If Customer terminates service after six (6) months and has eighteen (18) months remaining in a twenty-four (24) month term period, then the termination liability would be calculated as:

$200,000 X 18 months X 50% = $1,800,000 Termination Liability

41. Pricing Flexibility Contract Offerings

41.41 Contract Offering No. 41 - Special Access Service Offer

41.41.1 General Description

Contract Offer No. 41 - Special Access Service Offer is an access discount pricing plan that provides the Customer with discounted rates on existing facilities configured as shown in Section 41.41.3 (C). Discounted rates will also apply to the purchase of new facilities configured as described in Section 41.41.4. Customer must meet eligibility criteria as described in Section 41.41.3. Qualified services under Contract Offer No. 41 are only available in Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSA) as described in Section 41.41.3 (A). This Contract Offer is only available for subscription April 1, 2005 through April 30, 2005. This offer is not renewable.

41.41.2 Subject Services

Contract Offer No. 41 applies to pricing-flexibility-qualified services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) [(1)] Service - Southwestern Bell Telephone Company Tariff F.C.C. 73, Section [(1)] for Phase I MSA's and Section [(1)] for Phase II MSA's;

(2) Self Healing Transport Network (STN)- Southwestern Bell Telephone Company Tariff F.C.C. 73, Section 19 for Phase I MSA's and Section 39.5.2.11 for Phase II MSA's;

(3) ReliaNet Service - Southwestern Bell Telephone Company Tariff F.C.C. 73, Section 31 for Phase I MSA's and Section 39.5.2.13 for Phase II MSA's

All Terms and Conditions for the Subject Services listed above are governed by their respective tariff sections except as noted herein.

[(1)] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 41 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. Pricing Flexibility Contract Offerings

41.41 Contract Offering No. 41 - Special Access Service Offer

41.41.3 Eligibility Criteria

The following eligibility criteria must be met in order to purchase Subject Services pursuant to Contract Offer No. 41:

(A) Service must be located in the following Pricing Flexibility MSA: Tulsa, OK;

(B) Customer must purchase twelve (12) STN Digital Transmission Links(DTLs) and/or Volume Options(VO's), in accordance to Section 41.41.4(B)(3) herein, as Additional DTL or STN Volume Options; and

(C) The Customer's existing services configuration must include:

(1) One (1) [1] circuit; and

(2) One (1) STN DTL Volume Option 12 Basic Configuration; and

(3) One (1) STN DTL Volume Option 6 Basic Configuration; and

(4) Six (6) ReliaNet MAC-Opt. B [SVO (6)] and subtending facilities.

[1] See footnote (1) on page 41-326.

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41. Pricing Flexibility Contract Offerings

41.41 Contract Offering No. 41 - Special Access Service Offer

41.41.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is for five (5) years commencing on the date the Telephone Company receives the completed Letter of Subscription from the Customer. The Term Period for the existing embedded base Subject Services, as described in 41.41.3(C)(3) and (C)(4), herein, will commence on the effective date of the Term Period of this Contract Offer.

If the Customer elects to continue services at expiration of the Term Period the Customer may:

(1) Extend the rates, terms and conditions of this Contract Offer for only one additional two (2) year term by written notification to the Telephone company 60 days prior to the end of the Term Period; or
(2) Select from the payment options described in Section 19, Section 31, and Section [1] for services in Phase I MSAs and Section 39 for services in Phase II MSAs.

If the Customer does not elect an option described above at the expiration of the Term Period, the Subject Services will be converted to the prevailing applicable monthly rates found in Section 39.

[1] See footnote (1) on page 41-326.

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41. Pricing Flexibility Contract Offerings

41.41 Contract Offering No. 41 - Special and Switched Access Service Offer

41.41.4 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer No. 41 is only available for subscription April 1, 2005 through April 30, 2005.

(2) Customer must disconnect one (1) STN DTL Volume Option 12 Basic Configuration within 90 days of the effective date of the Term Period for this Contract Offer.

(3) Customer must purchase twelve (12) new DTL's and/or VO's billed in increments as follows:

(a) Three (3) additional DTL's to existing STN Volume Option 6 initially upon the effective date of the Term Period; and
(b) Three (3) DTL's/VO's 3 by July 1, 2005; and
(c) Three (3) DTL's/VO's by January 1, 2006; and
(d) Three (3) DTL's/VO's by April 1, 2006.

(4) Customer must subscribe to the Subject Services available under this Contract Offer in accordance with the regulations set forth in Section 5-Ordering Options for Switched and Special Access Service.

(5) Purchase of the Subject Services listed above under Contract offer No. 41 are also subject to certain rates, charges and general terms and conditions in other section of Tariff F.C.C. No. 73 set forth in Sections 2-General Regulations, 5-Ordering Options for Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of a tariff change at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in Contract No. 41.

(6) Rate stability under the Term Period applies only to the rates specific to Contract Offer No. 41, as listed in Section 41.41.7.

(7) Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

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41. Pricing Flexibility Contract Offerings

41.41 Contract Offering No. 41 – Special Access Service Offer

41.41.4 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(1) Customer will not be able to subscribe to or include Subject Services in any future promotional, contract offering, or discount plan in conjunction with this Contract Offer, except as provided for in 41.41.4(C) herein.

(2) If Customer should discontinue service under Contract Offer No. 41 during the Term Period, termination liability charges will apply in accordance with Section 41.41.8, with the exception of 41.41.4(C) herein.

(C) Upgrade Option

Customer may elect to upgrade Subject Services and subscribe to a new Contract Offer for the same Subject Services under this Contract Offer without incurring termination liability, as described in Section 41.41.8 herein. If Customer chooses to upgrade Subject Services, the Customer must meet the following criteria prior to subscription to the new Contract Offer:

(1) Customer must meet all terms and conditions as set forth in Section 41.41.4, herein; and

(2) Customer must so elect in writing; and

(3) Customer must be upgrading its purchased Subject Services such that the new term period is at least five (5) years; and

(4) The upgraded Subject Services must have monthly billing that exceeds the monthly billing of the Subject Services of this Contract Offer.

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41. Pricing Flexibility Contract Offerings

41.41 Contract Offering No. 41 - Special Access Service Offer

41.41.5 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under Contract Offer No. 41 pursuant to F.C.C. No. 73, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 73, 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) or (b) 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 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 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 "fair" or below in a composite credit appraisal published by Dun and Bradstreet or, "high risk" in a Paydex score as published by Dun and Bradstreet.

41.41.6 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all 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 of 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, 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.

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41. Pricing Flexibility Contract Offerings

41.41 Contract Offering No. 41 - Special Access Service Offer

41.41.7 Rates and Charges

Customer must pay the Monthly Recurring Charge (MRC) for each rate element listed in Table A and Table B below. Any rate elements not described below will continue to be billed at tariff rates as described in Section 19, Section 31 and Section [1] for services located in Phase I MSA's and Section 39 for services located in Phase II MSA's.

Table A – Monthly Recurring Charges for Subject Services, existing and new:

Rate Element	Applicable USOC	MRC
ReliaNet		
AC Off-Net DS1	NOF14	$48.28
AC Intra-MAC DS3	NOCXX	$620.90
AC On-Net DS3	NOLXX	$886.44
AC Off-Net DS3	NOFXX	$242.82
AC On-Net OC-3c	NOLXX	$1,743.05
MAC Opt.-B [SVO (6)]	N8PBX	$4,126.88
Self Healing Transport Network (STN)		
DTL Volume Option 6 Basic Configuration	SHKBX	$1,440.00
Transport, per airline mile	1T5QS	$21.60
Sonet Interface Option OC-3	SBW3C	$132.00
Add'l DTL added to Basic Configuration		
1st DTL per order	SH3BX	$330.00
Each Add'l DTL per same order	SH3BA	$330.00

Table B - Monthly Recurring Charges for existing [1] Subject Services. Discounted Rates only apply through the remainder of existing term on Subject Services and do not apply to the purchase of new Subject Services.

Rate Element	Applicable USOC	MRC
(1)		
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)

Non Recurring Charges (NRC) for new services will apply as described in Section 19, Section 31 and Section [1] for services located in Phase I MSA's and Section 39 for services located in Phase II MSA's.

[1] See footnote (1) on page 41-326.

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41. Pricing Flexibility Contract Offerings

41.41 Contract Offering No. 41 - Special and Switched Access Service Offer

41.41.8 Termination Liability

If Customer terminates Contract Offer No. 41, the termination liability language contained below applies in lieu of termination liability language contained in Section 19 and Section 31. Customer must pay to the Telephone Company termination liability charges as described below if the Customer terminates Contract Offer No. 41 before the completion of the Term Period for any reason, or if the Customer is not in compliance with the Terms and Conditions in Section 41.41.4. These charges shall become due as of the effective date of the termination and are payable within 30 days of the billing invoice date. Customer's termination liability charges for termination of service shall be equal to:

50% of all monthly recurring charges for the balance of the Customer’s five (5) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months Remaining in Term Period) multiplied by (Termination liability percentage of 50%).

Example: Customer has $200,000 in Monthly Recurring Charges. If Customer terminates service after thirty-six (36) months and has twenty-four (24) month remaining in a sixty (60) month term period, then the termination liability would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Liability

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.42 Contract Offering No. 42 - Special Access Service Offer

41.42.1 General Description

Contract Offer No. 42 - Special Access Service Offer is an access discount pricing plan that provides the Customer with discounted rates on existing facilities configured as shown in Section 41.42.3 (C). Discounted rates will also apply to the purchase of new facilities configured as described in Section 41.42.4. Customer must meet eligibility criteria as described in Section 41.42.3. Qualified services under Contract Offer No. 42 are only available in Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSA) as described in Section 41.42.3 (A). This Contract Offer is only available for subscription April 14, 2005 through May 14, 2005. This offer is not renewable.

41.42.2 Subject Services

Contract Offer No. 42 applies to pricing-flexibility-qualified services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) [1] Service - Southwestern Bell Telephone Company Tariff F.C.C. 73, Section [1] for Phase I MSA's and Section [1] for Phase II MSA's;

(2) Self Healing Transport Network (STN)- Southwestern Bell Telephone Company Tariff F.C.C. 73, Section 19 for Phase I MSA's and Section 39.5.2.11 for Phase II MSA's;

(3) ReliaNet Service - Southwestern Bell Telephone Company Tariff F.C.C. 73, Section 31 for Phase I MSA's and Section 39.5.2.13 for Phase II MSA's

All Terms and Conditions for the Subject Services listed above are governed by their respective tariff sections except as noted herein.

[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 42 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. Pricing Flexibility Contract Offerings

41.42 Contract Offering No. 42 - Special Access Service Offer

41.42.3 Eligibility Criteria

The following eligibility criteria must be met in order to purchase Subject Services pursuant to Contract Offer No. 42:

(A) Service must be located in the following Pricing Flexibility MSA: Tulsa, OK;

(B) Customer must purchase twelve (12) STN Digital Transmission Links(DTLs) and/or Volume Options(VO's), in accordance to Section 41.42.4(B)(3) herein, as Additional DTL or STN Volume Options; and

(C) The Customer's existing services configuration must include:

(1) One (1) [1] circuit; and

(2) One (1) STN DTL Volume Option 12 Basic Configuration; and

(3) One (1) STN DTL Volume Option 6 Basic Configuration; and

(4) Six (6) ReliaNet MAC-Opt. B [SVO (12)] and subtending facilities.

[1] See footnote (1) on page 41-334.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.42 Contract Offering No. 42 – Special Access Service Offer

41.42.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is for five (5) years commencing on the date the Telephone Company receives the completed Letter of Subscription from the Customer. The Term Period for the existing embedded base Subject Services, as described in 41.42.3(C)(3) and (C)(4), herein, will commence on the effective date of the Term Period of this Contract Offer.

If the Customer elects to continue services at expiration of the Term Period the Customer may:

(1) Extend the rates, terms and conditions of this Contract Offer for only one additional two (2) year term by written notification to the Telephone company 60 days prior to the end of the Term Period; or

(2) Select from the payment options described in Section 19, Section 31, and Section [1] for services in Phase I MSAs and Section 39 for services in Phase II MSAs.

If the Customer does not elect an option described above at the expiration of the Term Period, the Subject Services will be converted to the prevailing applicable monthly rates found in Section 39.

[1] See footnote (1) on page 41-334.

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41. Pricing Flexibility Contract Offerings

41.42 Contract Offering No. 42 – Special Access Service Offer

41.42.4 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Contract Offer No. 42 is only available for subscription April 14, 2005 through May 14, 2005.

(2) Customer must disconnect one (1) STN DTL Volume Option 12 Basic Configuration within 90 days of the effective date of the Term Period for this Contract Offer.

(3) Customer must purchase twelve (12) new DTL's and/or VO's billed in increments as follows:

(a) Three (3) additional DTL's to existing STN Volume Option 6 initially upon the effective date of the Term Period; and
(b) Three (3) DTL's/VO's 3 by July 1, 2005; and
(c) Three (3) DTL's/VO's by January 1, 2006; and
(d) Three (3) DTL's/VO's by April 1, 2006.

(4) Customer must subscribe to the Subject Services available under this Contract Offer in accordance with the regulations set forth in Section 5-Ordering Options for Switched and Special Access Service.

(5) Purchase of the Subject Services listed above under Contract offer No. 42 are also subject to certain rates, charges and general terms and conditions in other section of Tariff F.C.C. No. 73 set forth in Sections 2-General Regulations, 5-Ordering Options for Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of a tariff change at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in Contract No. 42.

(6) Rate stability under the Term Period applies only to the rates specific to Contract Offer No. 42, as listed in Section 41.42.7.

(7) Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

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41. Pricing Flexibility Contract Offerings

41.42 Contract Offering No. 42 – Special Access Service Offer

41.42.4 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(8) Customer will not be able to subscribe to or include Subject Services in any future promotional, contract offering, or discount plan in conjunction with this Contract Offer, except as provided for in 41.42.4(C) herein.

(9) If Customer should discontinue service under Contract Offer No. 42 during the Term Period, termination liability charges will apply in accordance with Section 41.42.8, with the exception of 41.42.4(C) herein.

(C) Upgrade Option

Customer may elect to upgrade Subject Services and subscribe to a new Contract Offer for the same Subject Services under this Contract Offer without incurring termination liability, as described in Section 41.42.8 herein. If Customer chooses to upgrade Subject Services, the Customer must meet the following criteria prior to subscription to the new Contract Offer:

(1) Customer must meet all terms and conditions as set forth in Section 41.42.4, herein; and

(2) Customer must so elect in writing; and

(3) Customer must be upgrading its purchased Subject Services such that the new term period is at least five (5) years; and

(4) The upgraded Subject Services must have monthly billing that exceeds the monthly billing of the Subject Services of this Contract Offer,

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41. Pricing Flexibility Contract Offerings

41.42 Contract Offering No. 42 - Special Access Service Offer

41.42.5 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under Contract Offer No. 42 pursuant to F.C.C. No. 73, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 73, 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) or (b) 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 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 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 "fair" or below in a composite credit appraisal published by Dun and Bradstreet or, "high risk" in a Paydex score as published by Dun and Bradstreet.

41.42.6 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all 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 of 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, 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.

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41. Pricing Flexibility Contract Offerings

41.42 Contract Offering No. 42 – Special Access Service Offer

41.42.7 Rates and Charges

Customer must pay the Monthly Recurring Charge (MRC) for each rate element listed in Table A and Table B below. Any rate elements not described below will continue to be billed at tariff rates as described in Section 19, Section 31 and Section [1] for services located in Phase I MSA's and Section 39 for services located in Phase II MSA's.

Table A – Monthly Recurring Charges for Subject Services, existing and new:

Rate Element	Applicable USOC	MRC
ReliaNet		
MAC Opt. B [SVO (12)]	N8PBX	$4,126.88
AC On-Net DS1 (Opt. 1)	NOLXX	$119.28
AC On-Net DS1 (opt. 2)	NYAXX	$119.28
AC On-Net DS3 (Opt. 1)	NOLXX	$886.44
AC On-Net OC-3C (Opt. 1)	NOLXX	$1,743.05
AC Intra-MAC DS1	NOCXX	$71.00
AC Intra-MAC DS3	NOCXX	$620.90
AC Intra-MAC OC-3C	NOCXX	$2,130.00
AC Off-Net DS1	NOF14	$48.28
AC Off-Net DS3	NOFXX	$242.82
Self Healing Transport Network (STN)		
DTL Volume Option 6 Basic Configuration	SHKBX	$1,440.00
Transport, per airline mile	1T5QS	$21.60
Sonet Interface Option OC-3	SBW3C	$132.00
Add'l DTL added to Basic Configuration		
1st DTL per order	SH3BX	$330.00
Each Add'l DTL per same order	SH3BA	$330.00

Table B – Monthly Recurring Charges for existing [1] Subject Services. Discounted Rates only apply through the remainder of existing term on Subject Services and do not apply to the purchase of new Subject Services.

Rate Element	Applicable USOC	MRC
[1]		
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]

Non Recurring Charges (NRC) for new STN services will apply as described in Section 19 for services located in Phase I MSA's and Section 39 for services located in Phase II MSA's. Non Recurring Charges (NRC) for new ReliaNet services will be waived.

[1] See footnote (1) on page 41-334.

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41. Pricing Flexibility Contract Offerings

41.42 Contract Offering No. 42 - Special Access Service Offer

41.42.8 Termination Liability

If Customer terminates Contract Offer No. 42, the termination liability language contained below applies in lieu of termination liability language contained in Section 19 and Section 31. Customer must pay to the Telephone Company termination liability charges as described below if the Customer terminates Contract Offer No. 42 before the completion of the Term Period for any reason, or if the Customer is not in compliance with the Terms and Conditions in Section 41.42.4. These charges shall become due as of the effective date of the termination and are payable within 30 days of the billing invoice date.

Customer's termination liability charges for termination of service shall be equal to 50% of all monthly recurring charges for the balance of the Customer’s five (5) year Term Period, and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months Remaining in Term Period) multiplied by (Termination liability percentage of 50%).

Example: Customer has $200,000 in Monthly Recurring Charges. If Customer terminates service after thirty-six (36) months and has twenty-four (24) month remaining in a sixty (60) month term period, then the termination liability would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Liability

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41. Pricing Flexibility Contract Offerings

41.43 Contract Offer No. 43 - Self Healing Transport (STN) Volume Option 12 Service Offer

41.43.1 General Description

Self Healing Transport (STN) Volume Option 12 Service Offer (Contract Offer No. 43) is an access discount pricing plan that permits Customers to renew an existing STN Volume Option 12 service in the Phase 1 Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) listed in Section 41.43.3 herein. Subscription to Contract Offer No. 43 also permits Customers to receive discounts on Digital Transmission Links (DTLs) and Access Ports added to the renewed STN at the rates listed in Section 41.43.6.

Contract Offer No. 43 is available April 16, 2005 through June 16, 2005. This offer is not renewable.

41.43.2 Subject Services Available under Contract Offer No. 43

Contract Offer No. 43 applies to pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

- Self Healing Transport (STN) Network Service (Option 12) - Southwestern Bell Telephone Company Tariff F.C.C. No 73, Section 19.3.

- Network Reconfiguration Service (NRS) - Southwestern Bell Telephone Company Tariff F.C.C. No 73, Section 18.1

All terms and conditions for the qualified services listed above are governed by the respective tariff sections except as noted herein.

41.43.3 Eligibility Criteria

The following eligibility criteria must be met in order to receive discounts under Contract Offer No. 43:

(1) Service must be located in the following Pricing Flexibility MSA: Houston, TX.

(2) Customer must renew an existing Self Healing Transport
Network (STN) Volume Option 12.

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41. Pricing Flexibility Contract Offerings Cont'd

41.43 Contract Offer No. 43 - Self Healing Transport (STN) Network Volume Option 12 Service Offer Cont'd

41.43.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is three (3) years commencing on the date the Telephone Company receives the completed Letter of Subscription (LOS). This offer is not renewable.

At the expiration of the Term Period, STN Volume Option 12 renewed and additional services provided under this Contract Offer will be converted to the prevailing three (3) year term tariff rates specified in Section 39.5.2.11 for STN service. Customers receiving discounts on the Network Reconfiguration Service (NRS) 45 MBPS Ports purchased under this Contract Offer will convert to month to month rates for the NRS 45 MBPS Ports, as specified in Section 18.1

If the Customer chooses not to continue services as described above, the Customer must, within 30 days of expiration of the Term Period, notify the Telephone Company in writing of its desire to terminate services.

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41. Pricing Flexibility Contract Offerings Cont'd

41.43 Contract Offer No. 43 - Self Healing Transport (STN) Volume Option 12 Service Offer Cont'd

41.43.4 Terms and Conditions Cont'd

(B) Contract Offer No. 43 is only available April 16, 2005 through June 16, 2005.

(C) In order to subscribe to Contract Offer No. 43 a Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(D) If the Customer should discontinue service under this Contract Offer during the Term Period, termination liability charges will apply in accordance with Section 41.43.8.

(E) If the Customer requests additional service features and functions not included in Section 41.43.6 herein, the Customer will pay the tariff rates for those additions as contained in Section 39-Metropolitan Statistical Area Access Services.

(F) Customer must renew an existing STN Volume Option 12.

(G) The Customer may request the following elements to be added to the renewed STN Volume Option 12 up to the quantities listed below:

0 - 60 Additional DTLs
0 - 32 OC-3c optional interfaces per access node
0 - 10 OC-12c optional interfaces per access node

(H) Purchases of the Subject Services under this Contract Offer are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, installation and rearrangement charges in Section 39 for STN Volume Option 12 services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer.

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41. Pricing Flexibility Contract Offerings Cont'd

41.43 Contract Offer No. 43 - Self Healing Transport (STN) Volume Option 12 Service Offer Cont'd

41.43.5 Assign and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 43 pursuant to F.C.C. No. 73, Section 2.2.1, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 73, Section 2.2.1 are fulfilled unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) 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 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 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:

- "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;

- "high risk" in a Paydex score as published by Dun and Bradstreet.

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41. Pricing Flexibility Contract Offerings Cont'd

41.43 Contract Offer No. 43 - Self Healing Transport Network (STN) Volume Option 12 Service Offer Cont'd

41.43.6 Rates and Charges

(A) Renewed Services

Table A below describes the Monthly Recurring Charge (MRC) the Customer must pay for the renewed STN Volume Option 12 service:

Rate Element	**USOC**	**MRC per unit**	**Qty for renewal**	**Total MRC**
STN Basic Configuration	SHKBX	$8,796.66	1	$8,796.66
STN Transport MI (per mile)	1T5QS	$79.16	54	$4,274.64
STN Additional CO Access Node	SHKCX	$2,565.69	2	$5,131.38
STN Additional Prem Access Node	SHKPX	$2,565.69	8	$20,525.52
STN Multiplexing (per multiplexer)	MKQ	$366.53	2	$733.06
STN Add'l DTL Added to Basic Config per order	SH3BA	$806.36	85	$68,540.60
SONET-based Interface Options per access Node, per Interface				
- EC-1	SBW3B	$80.63	6	$483.78
- OC-3C	SBW3D	$241.90	26	$6,289.40
- OC-12C	SBW3E	$483.81	6	$2,902.86

(B) Additional Services

Table B below describes the Monthly Recurring Charges (MRC) the Customer will pay for services purchased to be added to the renewed STN Volume Option 12 service.

Rate Element	**USOC**	**MRC per Unit**	**Quantities**
Add'l DTL Added to Basic Config per order	SH3BA	$806.36	0-60
Optional Interfaces per Access Node - per interface			
- OC3c	SBW3D	$241.90	0-32
- OC12c	SBW3E	$483.81	0-10

Table C below describes the Monthly Recurring Charge (MRC) the Customer will pay for the Network Reconfiguration Service 45 MBPS. The MRC described below applies to Customer's existing NRS ports, up to 16, and the purchase of additional ports not to exceed ten (10).

Rate element	**USOC**	**MRC Per Unit**
Network Reconfiguration Service 45 MPBS (DS3) Port	D3D	$289.54

The Term Period for Additional Services purchased under this Contract Offer will be co-terminus with the Renewed Services pursuant to this Contract offer.

41. Pricing Flexibility Contract Offerings Cont'd

41.43 Contract Offer No. 43 - Self Healing Transport Network (STN) Volume Option 12 Offer Cont'd

41.43.7 Technology Upgrade Option

Customer has the option to upgrade services under Contract Offer No 43 to a new technology or a higher speed service, in part or in its entirety, without incurring termination liability charges as long as the following conditions are met:

(A) Customer must notify the Telephone Company of its desire to upgrade in writing;

(B) All terms and conditions of Contract Offer No. 43 must be met in order for the Customer to upgrade services.

(C) Upgraded services must have the same or higher monthly recurring charge (MRC) as the lower grade service purchased under this Contract Offer.

(D) The term period for the upgraded services extends beyond the term period of Contract Offer No. 43.

(E) Services must be in the same MSAs as described in Section 41.43.3 (1), herein.

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41. Pricing Flexibility Contract Offerings Cont'd

41.43 Contract Offer No. 43 - Self Healing Transport Network (STN) Volume Option 12 Offer Cont'd

41.43.8 Termination Liability

If the Customer terminates this Contract Offer, the termination liability language contained below applies in lieu of termination liability language contained in Section 19.1 for STN Service and Section 18.1 for NRS. The Customer must pay to the Telephone Company termination liability charges if the Customer terminates this Contract Offer before the completion of the Term Period for any reason. Termination liability will also apply if the Customer does not meet the Terms and Conditions as described in Section 41.43.4, herein. These charges shall become due as of the effective date of the termination and are payable as described below. Customer's termination liability charges for termination of service shall be equal to:

20% of all applicable Monthly Recurring Charges(MRC), with the exception of the Additional Premises Access Node, which is 35%, times the number of remaining months in the Customer's three (3) year Term Period.

The termination liability charge will be calculated as follows:

(Tariff Monthly Recurring Charges) multiplied by 20% of all applicable Monthly Recurring Charges (MRC) multiplied by (Months Remaining in Term Period), Plus Additional Premises Access Nodes, multiplied by (35%) times the number of remaining months in the Customer's three (3) year Term Period

Example:
Customer terminates Contract Offer in the 24th month, with 12 months remaining. MRC totals $102,000, with the exception of the Additional Premises Access Nodes which total $20,000.

$ 102,000 X .20 X 12 ($244,800) + $20,000 X .35 X 12 ($ 84,000) = $ 328,800 termination liability.

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41. Pricing Flexibility Contract Offerings

41.44 Contract Offer No. 44 - MegaLink Custom Service Offer

41.44.1 General Description

MegaLink Custom Service Offer (Contract Offer No. 44) is an access pricing discount plan that permits Customers located in the Houston Metropolitan Statistical Area (hereafter referred to as MSA) to pay discounted rates, as listed in Section 41.44.6 for the purchase of MegaLink Custom Service.

Contract Offer No. 44 is only available between April 27, 2005, through May 27, 2005. This Offer is not renewable.

41.44.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the MegaLink Custom Service Contract Offer No. 44:

(1) Service must be located in the following Pricing Flexibility MSA: Houston, TX;

(2) Service must be a new installation;

(3) Service must use central office multiplexing as described in Section 20.2.1; and

(4) Transport mileage on the MegaLink Custom Service must be no more than twenty (20) miles.

(B) Contract Offer No. 44 applies to pricing-flexibility-qualified access services contained in the following tariff section:

(1) MegaLink Custom Service (DS3)- Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Section 39.5.2.12.

(C) All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.44 Contract Offer No. 44 - MegaLink Custom Service Offer (Cont'd)

41.44.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date the initial Access Service Order is completed. Billing commences no later than 30 days after the Telephone Company's completion of the Access Service Order.

If the Customer elects to continue services at expiration of the Term Period the Customer may:

(1) extend the rates, terms and conditions of this Contract Offer for only one additional one (1) year term; or

(2) choose from the payment options described in Section 39. If, at the expiration of the Term Period, the Customer does not elect an option described above,

If, at the expiration of the Term Period, the Customer does not elect an option described above, the Subject Services will convert to the prevailing applicable monthly extension rates found in Section 39.

Rate stability under this Contract Offer Term Period applies only to the rates specific to Contract Offer No. 44 as listed in Section 41.44.6.

Purchase of the services listed above under Contract Offer No. 44 are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, installation and rearrangement charges in Section 39 for MegaLink Custom Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in Contract Offer No. 44.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.44 Contract Offer No. 44 - MegaLink Custom Service Offer (Cont'd)

41.44.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Customer must submit a Letter of Subscription (LOS);

(2) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS and /or Access Service Request (ASR), cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(3) If the Customer should discontinue service under Contract Offer No. 44 during the Term Period, termination liability charges will apply in accordance with Section 41.44.7;

(4) Customer must subscribe to the Subject Services available under Contract Offer No. 44 in accordance with the regulations set forth in Section 5 - Ordering Options for Switched & Special Access Service.

(5) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 44, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangements, node moves, ring design provisioning changes and customer premise rearrangements;

(6) If the Customer requests additional service features and functions not included in Section 41.44.6, herein, the Customer will pay the tariff rates for those additions as contained in Section 39-Metropolitian Statistical Area Access Services;

(7) Customer will not be able to subscribe to or include Subject Services in any future promotion, contract offering, or discount plan in conjunction with this Contract Offer and;

(8) For MegaLink Custom Service subject to this Contract Offer, Customer shall, by the end of the first year of the five-year Term Period, purchase twenty-four (24) or more circuits.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.44 Contract Offer No. 44 - MegaLink Custom Service Offer (Cont'd)

41.44.4 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under Contract Offer No. 44 pursuant to F.C.C. No. 73, Section 2.2.1 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 73, Section 2.2.1 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) 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 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 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:

- "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;
- "high risk" in a Paydex score as published by Dun and Bradstreet.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.44 Contract Offer No. 44 - MegaLink Custom Service Offer (Cont'd)

41.44.5 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all 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, 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.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.44 Contract Offer No. 44 - MegaLink Custom Service Offer (Cont'd)

41.44.6 Rates and Charges

MegaLink Custom Service Rates and Charges:

(A) Based on the range of transport mileage, Customer shall receive the following discounts on the transport mileage rate elements for MegaLink Custom Service:

(1) Interoffice Mileage- Fixed Monthly Recurring Rate- Per DS3

Interoffice Mileage- Zone	USOC	Mileage Range	Discount
Zone 1-3	10XHX/10XLX	0-3	6%
Zone 1-3	10XHX/10XLX	4-5	17%
Zone 1-3	10XHX/10XLX	6-9	32%
Zone 1-3	10XHX/10XLX	10-14	42%
Zone 1-3	10XHX/10XLX	15-18	52%
Zone 1-3	10XHX/10XLX	19-20	59%

(2) Interoffice Mileage- Per Mile Monthly Recurring Rate- Per DS3

Interoffice Mileage- Zone	USOC	Mileage Range	Discount
Zone 1-3	1J5HS/1HXLS	0-3	6%
Zone 1-3	1J5HS/1HXLS	4-5	17%
Zone 1-3	1J5HS/1HXLS	6-9	32%
Zone 1-3	1J5HS/1HXLS	10-14	42%
Zone 1-3	1J5HS/1HXLS	15-18	52%
Zone 1-3	1J5HS/1HXLS	19-20	59%

All other rate element charges for the MegaLink Custom Service can be referenced in the F.C.C No. 73 Section 39.

Non-recurring charges:

Non-recurring charges (NRC) for the MegaLink Custom Service can be referenced in F.C.C. No. 73 Section 19 and Section 39, as applicable.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.44 Contract Offer No. 44 - MegaLink Custom Service Offer (Cont'd)

41.44.7 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in Section 20.4.6. If the Customer terminates Contract Offer No. 44 before the completion of the Term Period for any reason, Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 41.44.2, or the Terms and Conditions in Section 41.44.3. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below. Customer's termination liability charges for termination of service shall be equal to:

50% of all recurring charges for the balance of the Customer's five (5) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: Customer with a $1,000 monthly recurring rate terminates service after three (3) years and has twenty-four (24) months remaining in a five (5) year term plan. The termination liability would be calculated as:

$1,000 X 24 X 50% = $12,000 termination liability charge.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.45 Contract Offer No. 45 - MegaLink Custom Service Offer

41.45.1 General Description

MegaLink Custom Service Offer (Contract Offer No. 45) is an access pricing discount plan that permits Customers located in the Dallas/Ft. Worth Metropolitan Statistical Area (hereafter referred to as MSA) to pay discounted rates, as listed in Section 41.45.6 for the purchase of MegaLink Custom Service.

Contract Offer No. 45 is only available between April 27, 2005, through May 27, 2005. This Offer is not renewable.

41.45.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the MegaLink Custom Service Contract Offer No. 45:

(1) Service must be located in the following Pricing Flexibility MSA: Dallas/Ft. Worth, TX;

(2) Service must be a new installation;

(3) Service must use central office multiplexing as described in Section 20.2.1; and

(4) Transport mileage on the MegaLink Custom Service must be no more than fifteen (15) miles.

(B) Contract Offer No. 45 applies to pricing-flexibility-qualified access services contained in the following tariff section:

(1) MegaLink Custom Service (DS3)- Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Section 39.5.2.12.

(C) All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.45 Contract Offer No. 45 - MegaLink Custom Service Offer (Cont'd)

41.45.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date the initial Access Service Order is completed. Billing commences no later than 30 days after the Telephone Company's completion of the Access Service Order.

If the Customer elects to continue services at expiration of the Term Period the Customer may:

(1) extend the rates, terms and conditions of this Contract Offer for only one additional one (1) year term; or
(2) choose from the payment options described in Section 39.

If, at the expiration of the Term Period, the Customer does not elect an option described above, the Subject Services will convert to the prevailing applicable monthly extension rates found in Section 39.

Rate stability under this Contract Offer Term Period applies only to the rates specific to Contract Offer No. 45 as listed in Section 41.45.4. Purchase of the services listed above under Contract Offer No. 45 are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, installation and rearrangement charges in Section 39 for MegaLink Custom Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in Contract Offer No 45.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.45 Contract Offer No. 45 - MegaLink Custom Service Offer (Cont'd)

41.45.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Customer must submit a Letter of Subscription (LOS);

(2) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS and /or Access Service Request (ASR), cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(3) If the Customer should discontinue service under Contract Offer No. 45 during the Term Period, termination liability charges will apply in accordance with Section 41.45.7;

(4) Customer must subscribe to the Subject Services available under Contract Offer No. 45 in accordance with the regulations set forth in Section 5 - Ordering Options for Switched & Special Access Service.

(5) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 45, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangements, node moves, ring design provisioning changes and customer premise rearrangements;

(6) If the Customer requests additional service features and functions not included in Section 41.45.6, herein, the Customer will pay the tariff rates for those additions as contained in Section 39-Metropolitian Statistical Area Access Services;

(7) Customer will not be able to subscribe to or include Subject Services in any future promotional, contract offering, or discount plan in conjunction with this Contract Offer.

(8) For MegaLink Custom Service subject to this Contract Offer, Customer shall, by the end of the first year of the five-year Term Period, purchase ten (10) or more circuits.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.45 Contract Offer No. 45 - MegaLink Custom Service Offer (Cont'd)

41.45.4 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under Contract Offer No. 45 pursuant to F.C.C. No. 73, Section 2.2.1 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 73, Section 2.2.1 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) 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 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 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:

- "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;

- "high risk" in a Paydex score as published by Dun and Bradstreet.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.45 Contract Offer No. 45 - MegaLink Custom Service Offer (Cont'd)

41.45.5 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all 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 of 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, 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.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.45 Contract Offer No. 45 - MegaLink Custom Service Offer (Cont'd)

41.45.6 Rates and Charges

MegaLink Custom Service Rates and Charges:

(A) Based on the range of transport mileage, Customer shall receive the following discounts on the transport mileage rate elements for MegaLink Custom Service:

(1) Interoffice Mileage- Fixed Monthly Recurring Rate- Per DS3

Interoffice Mileage- Zone	**USOC**	**Mileage Range**	**Discount**
Zone 1-3	10XHX/10XLX	0-3	8%
Zone 1-3	10XHX/10XLX	4-5	19%
Zone 1-3	10XHX/10XLX	6	25%
Zone 1-3	10XHX/10XLX	7	29%
Zone 1-3	10XHX/10XLX	8-9	37%
Zone 1-3	10XHX/10XLX	10	40%
Zone 1-3	10XHX/10XLX	11-15	43%

(2) Interoffice Mileage- Per Mile Monthly Recurring Rate- Per DS3

Interoffice Mileage- Zone	**USOC**	**Mileage Range**	**Discount**
Zone 1-3	1J5HS/1HXLS	0-3	8%
Zone 1-3	1J5HS/1HXLS	4-5	19%
Zone 1-3	1J5HS/1HXLS	6	25%
Zone 1-3	1J5HS/1HXLS	7	29%
Zone 1-3	1J5HS/1HXLS	8-9	37%
Zone 1-3	1J5HS/1HXLS	10	40%
Zone 1-3	1J5HS/1HXLS	11-15	43%

All other rate element charges for the MegaLink Custom Service can be referenced in the F.C.C No. 73 Section 39.

Non-recurring charges:

Non-recurring charges (NRC) for the MegaLink Custom Service can be referenced in F.C.C. No. 73 Section 19 and Section 39, as applicable.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.45 Contract Offer No. 45 - MegaLink Custom Service Offer (Cont'd)

41.45.7 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in Section 20.4.6. If the Customer terminates Contract Offer No. 45 before the completion of the Term Period for any reason, Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 41.45.2, or the Terms and Conditions in Section 41.45.3. These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below. Customer's termination liability charges for termination of service shall be equal to:

50% of all recurring charges for the balance of the Customer's five (5) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly recurring rate) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: Customer with a $1,000 monthly recurring rate terminates service after three (3) years and has twenty-four (24) months remaining in a five (5) year term plan. The termination liability would be calculated as:

$1,000 X 24 X 50% = $12,000 termination liability charge.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.46 Contract Offer No. 46 - Special Access [1]/DS1 Package Offer

41.46.1 General Description

Special Access [1]/DS1 Package Offer is an access discount pricing plan that permits Customers located in Phase 1 and Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the rates listed in Section 41.46.6 for the purchase of DS1 special access transport bandwidth subtending a [1]. Upon subscription, Customer must purchase one of the Special Access [1] / DS1 Package options, as described in Section 41.46.3(B)(3), herein. Contract Offer is available for subscription May 28, 2005 through August 31, 2005. This Contract Offer is not renewable.

41.46.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to purchase Contract Offer No. 46:

(1) Service must be located in the following Pricing Flexibility MSAs:

Fayetteville, Fort Smith, Little Rock, AR;
Kansas City, Topeka, Wichita, KS;

Joplin, Kansas City, Springfield, St. Joseph, St. Louis, MO;

Oklahoma City, Tulsa, OK;

Abilene, Amarillo, Austin-San Marco, Beaumont, Brownsville- Harlingen, Corpus Christi, Dallas-Ft. Worth, El Paso, Houston, Longview-Marshall, Lubbock, Midland, San Antonio, Waco, Wichita Falls, TX.

(2) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(3) DS1 Special Access services purchased under this Contract Offer must have interoffice mileage between zero (0) and ten (10) Miles.

(B) Contract Offer No. 46 applies to pricing flexibility qualified access services (hereafter referred to as Subject Services)contained in the following tariff sections:

(1) [1] - Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Section [1] for Phase 1 MSAs and Section [1] for Phase 2 MSAs;

(2) DS1 Service - Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Section 7 for Phase 1 MSAs and Section 39 for Phase 2 MSAs

[1] Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 46 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.46 Contract Offer No. 46-Special Access [1]/DS1 Package Offer (Cont'd)

41.46.2 Eligibility Criteria (Cont'd)

(C) All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

41.46.3 Terms and Conditions

(A) Term Period

The contract term is five (5) years (hereafter referred to as Term Period), commencing on the date billing begins. Billing commences for the new Special Access [1]/DS1 Package no later than 30 days after the Telephone Company's completion of access service order for Subject Services. This offer is not renewable.

At the expiration of the Term Period, the Customer may select payment options from Section 7, Section [1], or Section 39. If, at the expiration of the Term Period Customer does not select a payment option, the DS1 services will be converted to the month-to-month rates found in Section 7.3.10 or Section 39.5.2.7 and the [1] services will be converted to the monthly extension rates found in Section [1] or Section [1].

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 46 as listed in Section 41.46.6. Purchase of Subject Services listed above under Contract Offer No. 46 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 73 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period, however, such tariff modifications will not change the terms and conditions described in Contract Offer No 46.

(B) Terms and Conditions

(1) This Contract Offer No. 46 is only available May 28, 2005 through August 31, 2005;

(2) Customer must submit a Letter of Subscription (LOS) to the Telephone Company;

[1] See footnote (1) on page 41-363.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.46 Contract Offer No. 46-Special Access [1]/DS1 Package Offer (Cont'd)

41.46.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(3) Upon subscription, the Customer must chose one of the following Special Access [1]/DS1 Package options:

(a) [1] with Seven (7) DS1s;
(b) [1] with Fourteen (14) DS1s; or
(c) [1] with Twenty-eight (28) DS1s.

(4) The total capacity of the [1] must be eighty-four (84) DS1 special access services. The total capacity must not exceed eighty-four (84) DS1 special access services at any time during the Term Period;

(5) If the Customer should discontinue service under Contract Offer No. 46 prior to the end of the Term Period, termination liability charges will apply in accordance with Section 41.46.7;

(6) Customer must subscribe to Subject Service available under this Contract Offer No. 46 in accordance with the regulations set forth in Section 5 - Ordering Options for Switched and Special Access Service;

(7) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS and /or Access Service Request (ASR), cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;

(8) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 46, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing [1], [1], [1], [1] and [1];

[1] See footnote (1) on page 41-363.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.46 Contract Offer No. 46-Special Access [1]/DS1 Package Offer (Cont'd)

41.46.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(9) Subject Services provided pursuant to this Contract Offer No. 46 shall not be eligible for any other discount, promotion, or contract offer; and

(10) Subject Services must have an installation completion date on or before November 30, 2005. Subject Services that have completion dates after November 30, 2005 are not eligible for this Contract. However, services that are assigned completion dates beyond November 30, 2005, as a result of Telephone Company reasons, will be eligible for the Contract.

(C) Conversion of Existing Services

Existing DS1 Service as of the effective date of this Contract Offer may be eligible for conversion to this Contract Offer No. 46. The existing DS1 Service must not be currently provisioned over a [1] Service. Nonrecurring Rearrangement fees and any applicable Termination Liability associated with converting the existing DS1 Service to Contract Offer No. 46 will be waived. The Eligibility Criteria described in Section 41.46.2 will continue to apply for existing DS1 Services converted to this Contract Offer No. 46.

Existing DS1 Service, as of the effective date of this Contract Offer, that is currently provisioned over a [1] Service, is not eligible for conversion to this Contract Offer No. 46. Existing [1] Service, as of the effective date of this Contract Offer, is not eligible for conversion to this Contract Offer No. 46.

[1] See footnote (1) on page 41-363.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.46 Contract Offer No. 46-Special Access [1]/DS1 Package Offer (Cont'd)

41.46.4 Assignment and Transfer

(A) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 46 pursuant to F.C.C. No. 73, Section 2.2.1 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 73, Section 2.2.1 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) 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).

(1) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 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.

(2) The proposed assignee or transferee 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:

(a) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or

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

[1] See footnote (1) on page 41-363.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.46 Contract Offer No. 46-Special Access [1]/DS1 Package Offer (Cont'd)

41.46.5 Upgrade Option
During the Term Period, Customer may upgrade DS1s of the Special Access [1]/DS1 Package subscribed to under this Contract Offer No. 46 to a higher package offering as shown in Table A below. Termination Liability associated with the termination of original package of DS1s will be waived.

Table A

Package Subscription	Upgrade Package Available
7 DS1s	14 DS1s or 28 DS1s
14 DS1s	28 DS1s
28 DS1s or greater	7 DS1s as described in 41.46.6

All nonrecurring ordering and installation charges, as described in 41.46.6 following, are applicable. The Term Period will remain unchanged.

41.46.6 Rates and Charges

(A) Customer must pay the following Monthly Recurring Charge (MRC) in Table B.

(B) The MRC in Table B includes the [1] and Special Access DS1 rate elements and quantities in Table C and Table D.

Monthly Recurring Charge (MRC):

Table B:

[1]**/DS1 Package**	Rate (Includes DS1s with 0 Miles up to and including 10 Miles)
[1] and 7 DS1s	$2850.00
[1] and 14 DS1s	$3500.00
[1] and 28 DS1s	$4500.00
Each Additional 7 DS1s above 28	$1000.00 per 7 DS1s

Table C:

[1]	USOC	Quantity
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]

[1] See footnote (1) on page 41-363.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.46 Contract Offer No. 46-Special Access [1]/DS1 Package Offer (Cont'd)

41.46.6 Rates and Charges (Cont'd)

Table D:

DS1 Special Access	USOC	Quantity
DS1 Channel Mileage Fixed	1L5XX	1 per DS1 circuit with Interoffice Channel Mileage
DS1 Channel Mileage Per Mile	1L5XX	DS1 circuits with Interoffice Channel Mileage may have a maximum of 10 Interoffice Channel Miles

(C) Customer must pay the Non-Recurring charges as listed in Section 7, Section [1], or Section 39.

41.46.7 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 7 and [1]. If Customer terminates Contract Offer No. 46, Special Access [1]/DS1 Package Offer, before the completion of the Term Period for any reason, Customer must pay to the Telephone Company termination liability charges as described below. Customer's termination liability charges for termination of service shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's five (5) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: Customer with a $3,500 monthly recurring charge terminates service after one (1) year and has forty-eight (48) months remaining in a five (5) year term plan. The termination liability would be calculated as:

$3,500 X 48 X 50% = $84,000 termination liability charge.

[1] See footnote (1) on page 41-363.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.47 Contract Offer No. 47 – Broadband Plan – Service Offer

41.47.1 General Description

Contract Offer No. 47 – the Broadband Plan is a special access discount pricing plan requiring subscription from the Customer under the following Access Tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No 2, Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, and The Southern New England Telephone Company (SNET) Tariff F.C.C. No. 39. The Broadband Plan provides discounted rates (Level II as described below) subject to volume commitments as described in Section 41.47.4 (G). (Nx)

Services covered under this Contract Offer will be grouped into Levels:

(1) Level I – Qualified existing access services that are already in service prior to the commencement of the Term Period are "Level I" circuits. Level I circuits will be counted toward the Customer's Portability Volume Commitment, as provided in Section 41.47.4 (G) of this Contract Offer, but are not eligible for the discounts provided under this Contract Offer.
(2) Level II – Qualified access services that are installed during the Term Period, or qualified access services that migrate from Level I to Level II as described in section 41.47.5, are "Level II" circuits. Level II circuits will be counted toward the Customer's Portability Volume Commitment and also will be eligible for the discounts provided under this Contract Offer.

Qualified services under this Contract Offer are available only in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSA) as described in Section 41.47.3 (A). Contract Offer No. 47 is available for subscription from June 1, 2005 through August 1, 2005. This Contract Offer is not renewable.

(x) Issued under Authority of Special Permission No. 05-024 of F.C.C.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 - Broadband Plan - Service Offer (Cont'd)

41.47.2 Subject Services

This Contract Offer applies to access services that qualify for pricing flexibility (hereafter referred to as Subject Services), as provided in the following tariff sections:

(1) MegaLink Custom Service (DS3), SWBT Tariff F.C.C. No. 73, Section 20.4 for Phase 1 MSAs and Section 39.5.2.12 for Phase 2 MSAs;
(2) [1], SWBT Tariff F.C.C. No. 73, Section [1] for Phase 1 MSAs and Section [1] for Phase 2 MSAs;
(3) ReliaNet, SWBT Tariff F.C.C. No. 73, Section 31.3.3 for Phase 1 MSAs and Section 39.5.2.13

All terms and conditions for the Subject Services provided under this Contract Offer are governed by their respective tariff sections, except as noted herein.

41.47.3 Eligibility Criteria

The following eligibility criteria must be met for Subject Services to be provided under this Contract Offer.

(A) Subject Services must be located in the following Pricing Flexibility MSAs:

Little Rock, AR; Topeka, KS; St. Joseph, MO; Springfield, MO; Abilene, TX; Amarillo, TX; Longview-Marshall, TX; Lubbock, TX; Fort Smith, AR; Kansas City, KS; Joplin, MO; Kansas City, MO; St. Louis, MO; Oklahoma City, OK; Austin-San Marcos, TX; Corpus Christi, TX; Dallas/Ft. Worth, TX; Houston, TX; Midland, TX; San Antonio, TX; Waco, TX and Wichita Falls, TX

If the Telephone Company receives end-user channel termination pricing flexibility relief in additional MSAs, those MSAs will be added the Broadband Plan, as outlined in Section 41.47.4 (E) of this Contract Offer.

[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 47 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 - Broadband Plan - Service Offer (Cont'd)

41.47.3 Eligibility Criteria (Cont'd)

(B) Subject Services must be configured as follows:

(1) Subject Services must be a non-channelized point-to-point service; and
(2) Both end points of the circuit must be served by the Telephone Company and be located in an MSA listed in Section 41.47.3 (A) of this Contract Offer; and
(3) Subject Services must be at capacity levels of DS3, [1] or [1]; and
(4) The 'Z' location for each circuit must be an end-user premise that is not a wireless cell site.

(C) The Customer must have a minimum of 1,200 existing Subject Service circuits meeting the configuration requirements described in Section 41.47.3 (B) of this Contract Offer.

(D) With respect to Subject Services provided pursuant to this Contract Offer, the Customer may not subscribe those Subject Services simultaneously to this Contract Offer and the Managed Value Plan (MVP) tariff, as set forth in SWBT Tariff F.C.C. No. 73, Section 38.

[1] See footnote (1) on page 41-371.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 - Broadband Plan - Service Offer (Cont'd)

41.47.4 Term and Conditions

(A) Term Period

The Term Period for this Contract Offer shall be five (5) years commencing on the first day of the month after the Telephone Company receives a completed Letter of Subscription (LOS).

If the Customer elects to continue service upon the expiration of the Term Period, the Customer may; by written notification to the Telephone Company sixty (60) days prior to the expiration of the Term Period:

(1) Extend rates, terms and conditions of this Contract Offer for one (1) additional two (2) year term; or
(2) Select from the applicable payment options in SWBT Tariff F.C.C. No. 73.

If, at the expiration of the Term Period, the Customer does not elect an option as described above, the Subject Services provided under this Contract Offer will be subsequently be provided under the prevailing applicable monthly extension rates found in SWBT Tariff F.C.C. No. 73.

(B) Subscription

(1) Contract Offer No. 47 is available only from June 1, 2005 through August 1, 2005.

(2) To subscribe to this Contact Offer the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(3) To subscribe to this Contract Offer the Customer must meet all eligibility criteria as outlined in 41.47.3. (Nx)

(4) The Customer must also concurrently subscribe to the following contract offers pursuant to the following tariffs: (Nx)

(a) NBTC Tariff F.C.C. No. 1, Section 23, Contract Offer No. 3;
(b) PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 54;
(c) SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 15;
(d) Ameritech Tariff F.C.C. No. 2, Section 41, Contract Offer No. 61.

(x) Issued under Authority of Special Permission No. 05-024 of F.C.C.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 - Broadband Plan - Service Offer (Cont'd)

41.47.4 Term and Conditions (Cont'd)

(A) General

(1) The Customer must subscribe to the services available under this Contract Offer according to the regulations set forth in SWBT Tariff F.C.C. No. 73, Section 5-Ordering for Access Service.

(2) Subject Services provided under this Contract Offer shall also be subject to certain rates, charges and general terms and conditions set forth in SWBT Tariff F.C.C. No. 73, Sections: 2-General Regulations, 5-Ordering for Access Service, and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period, however such tariff modifications will not change the terms and conditions described in this Contract Offer.

(3) If the Customer discontinues service under this Contract Offer during the Term Period, termination liability charges will apply in accordance with Section 41.47.10 of this Contract Offer.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 – Broadband Plan – Service Offer (Cont'd)

41.47.4 Term and Conditions (Cont'd)

(A) New Subject Services

(1) All of the Customer's new Subject Services that are purchased from the Telephone Company and are eligible for inclusion in this Contract Offer must be provided under this Contract Offer.

(2) The Customer may not include new Subject Services that are provided under this Contract Offer in any other promotional tariff, contract offer, or other discount plan concurrently with this Contract Offer.

(3) The Customer must subscribe to all new Subject Services according to the otherwise applicable one (1) year term payment plan.

(4) The Customer must pay all Special Construction charges associated with the provisioning of new Subject Services.

(5) New Subject Services must remain in service under this Contract Offer for at least one (1) year.

(6) New Subject Services installed in the final year of the Term Period of this Contract Offer must remain in service for at least one (1) year. Such Subject Services will continue to be subject to the Rates and Charges outlined in this Contract Offer for the remainder of the one (1) year minimum period. If any such Subject Services do not remain in service for at least one (1) year, they will be subject to Termination Liability as described in Section 41.47.10 of this Contract Offer.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 - Broadband Plan - Service Offer (Cont'd)

41.47.4 Term and Conditions (Cont'd)

(A) Additional MSA Relief

(1) Upon FCC approval of additional MSAs for pricing flexibility relief for end-user channel terminations, those MSAs will be added to the Broadband Plan in TSA_3.

(2) Subject Services that were installed in such additional MSAs prior to the commencement of the Term Period will be included in this Contract Offer as Level I services; subject to existing terms for Migration to Level II as provided in Section 41.47.5.

(3) Subject Services installed, in such additional MSAs, during the Term Period will be included in this Contract Offer as Level II services.

(4) As Subject Services in such additional MSAs are provided under this Contract Offer, the then-current Portability Volume Commitment will be increased to reflect the added Subject Services, based on the in service volumes for qualified Subject Services that are reflected in the recurring billing records from the Telephone Company during the month prior to the MSA being granted pricing flexibility relief.

(B) Access Service Ratio

The Customer and its affiliates must maintain an Access Service Ratio of 95 percent or greater. The ratio will be based cumulative billing for DS1 and DS3 services in the MSAs described in Section 41.47.3 (A) of this Contract Offer for the prior six-month period. The Access Service Ratio will be calculated upon the completion of each six-month period beginning upon the commencement of the Term Period as follows:

$$\frac{\text{Access Billing} \quad \text{Less} \quad \text{Wholesale Billing}}{\text{Access Billing}}$$

Where:

(1) Access Billing consists of the Customer's and its affiliates' interstate recurring billing for DS1 and DS3 rate elements, as defined in SWBT Tariff F.C.C. No. 73, Sections 7.3.10, 20.5, 39.5.2.7 and 39.5.2.12; and

(2) Wholesale Billing consists of the Customer's and its affiliates' recurring billing for DS1 and DS3 bandwidth equivalent rate elements, as provided in Table A, not included in the interstate tariff(s).

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 - Broadband Plan - Service Offer (Cont'd)

41.47.4 Term and Conditions (Cont'd)

(F) Access Service Ratio (Cont'd)

Table A:

Service Level	Associated Rate Elements Not Included in Interstate Tariff
DS1/LT1	4-wire Digital Loop DS1 Entrance Facilities DS1 Interoffice Transport DS1 Cross Connects DS1 Multiplexing All DS1 Non-tariffed Committed Information Rate Broadband Services Unbundled Dedicated Transport
DS3/LT3	DS3 Loop DS3 Entrance Facilities DS3 Interoffice Transport DS3 Cross Connects DS1/DS3 Multiplexing All DS3 Non-tariffed Committed Information Rate Broadband Services Unbundled Dedicated Transport

(1) If new wholesale rate elements are introduced which are comparable to those set forth in Table A, all recurring billing associated with those new rate elements will also be included in the Customer's Wholesale Billing, as defined in this Section 41.47.4 (F), for purposes of calculating the Customer's Access Service Ratio.

(2) If the Customer does not meet the Access Service Ratio, then the Customer must pay the Telephone Company an amount sufficient to result in the Customer's resulting total Access Billing being equivalent to the amount that would have been billed, had the Customer maintained an Access Service Ratio of 95 percent. If the Customer fails to pay that amount, the Customer shall be deemed to have terminated this Contract Offer.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 - Broadband Plan - Service Offer (Cont'd)

41.47.4 Term and Conditions (Cont'd)

(G) Portability Volume Commitment (PVC)

Portability is provided under this Contract Offer through the Portability Volume Commitment (PVC). For purposes of determining the Customer's PVC, the Telephone Company shall aggregate volumes for the various Subject Services included in this Contract Offer by converting counts of Telephone Company assigned unique Circuit ID's, by Circuit Type, into PVC Units, as shown below in Table B.

Table B:

Qty	**Circuit Type**		**PVC Units**
1	DS3	=	1
1	[1]	=	2.5
1	[1]	=	5

(1) PVC Level

(a) The initial PVC Level shall be established at the commencement of the Term Period and is based on the in service volumes for Level I Subject Services that are reflected in the recurring billing records of the Telephone Company during the month prior to the commencement of the Term Period.

(b) The PVC Level will be reset after each PVC Attainment Review, as described below in Section 41.47.4 (G) (2) (c).

(c) The PVC Level can not be reduced, except as provided by the PVC Reduction Option described in Section 41.47.4 (G) (5) of this Contract Offer.

[1] See footnote (1) on page 41-371.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 - Broadband Plan - Service Offer (Cont'd)

41.47.4 Term and Conditions (Cont'd)

(G) Portability Volume Commitment (PVC) (Cont'd)

(1) PVC Attainment Review

Upon the completion of each six-month period, beginning upon the commencement of the Term Period, the Telephone Company will perform a review (the PVC Attainment Review), to compare the Customer's then-current PVC Measurement to the PVC Floor.

(a) The Telephone Company shall calculate the Customer's PVC Level and PVC Floor as follows:

(i) The PVC Measurement shall be the sum of all Level I and Level II PVC Units that are reflected in the recurring billing records of the Telephone Company for the last month of the period under review.

(ii) The PVC Floor shall be equal to the Customer's then-current PVC Level, multiplied by the PVC Attainment Factor, as provided in Table C:

Table C:

Current PVC Level	**PVC Attainment Factor**
1,200 - 1,800	95%
1,801 - 2,100	92%
2,101 +	90%

(b) The Customer's PVC Measurement, at the time of each six-month review, must equal or exceed the current PVC Floor.

(i) If the PVC Measurement is greater than or equal to the PVC Floor, the Customer shall be deemed to have met the PVC requirement for the six-month period under review.

(ii) If PVC Measurement is lower than the PVC Floor, then the Customer must pay the PVC Attainment Shortfall as described in Section 41.47.4 (G) (3).

(c) Upon completion of the PVC Attainment Review, the PVC Level shall be reset to the PVC Measurement calculated for the period under review, or the existing PVC Level, whichever is greater.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 - Broadband Plan - Service Offer (Cont'd)

41.47.4 Term and Conditions (Cont'd)

(G) Portability Volume Commitment (PVC) (Cont'd)

(1) PVC Attainment Shortfall Payment

The PVC Attainment Shortfall Payment shall be calculated as follows:

(a) The PVC Unit Shortfall shall be calculated according to the following equation: (PVC Level x 95%) - PVC Measurement = PVC Unit Shortfall.

(b) The PVC Attainment Shortfall Payment shall be calculated by multiplying the PVC Unit Shortfall by $9,600.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 - Broadband Plan - Service Offer (Cont'd)

41.47.4 Term and Conditions (Cont'd)

(G) Portability Volume Commitment (PVC) (Cont'd)

(1) PVC Attainment Review Example

At month 6:
PVC Level = 1,500. PVC Measurement = 1,800. PVC Measurement exceeds PVC Floor of 1,425, thus commitment is met and new PVC Level is reset to 1,800.

At month 12:
PVC Level = 1,800. PVC Measurement = 1,750. PVC Measurement exceeds PVC Floor of 1,710, thus commitment is met and PVC Level remains 1,800.

At month 18:
PVC Level = 1,800. PVC Measurement 18 = 1,700. PVC Measurement is below PVC Floor of 1,710, thus commitment is not met. Customer must pay PVC Attainment Shortfall and PVC Level remains = 1,800.

Month 18 PVC Attainment Shortfall calculation:
Step 1 - (PVC Level x 95%) - PVC Measurement = PVC Unit Shortfall
[(1,800 x 95%) - 1,700] = 10
Step 2 - PVC Unit Shortfall x $9,600 = PVC Attainment Shortfall Payment
10 x $9,600 = $96,000

Table D: PVC Attainment Review Example

Completed Contract Month	**PVC Level**	**PVC Floor**	**PVC Measure-ment**	**PVC Attainment Review**	**PVC Unit Shortfall**	**PVC Attainment Shortfall**
6	1,500	1,425	1,800	met	0	n/a
12	1,800	1,710	1,750	met	0	n/a
18	1,800	1,710	1,700		10	$96,000

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 - Broadband Plan - Service Offer (Cont'd)

41.47.4 Term and Conditions (Cont'd)

(G) Portability Volume Commitment (PVC) (Cont'd)

(1) PVC Reduction Option

Annually, upon each anniversary of the commencement of the Term Period, the Customer shall be permitted to reduce its PVC Level, as outlined herein:

(a) The PVC Reduction Option is available only if the Customer has met the PVC requirements of this Contract Offer during the previous six-month period, as provided in Section 41.47.4 (G) (2) (b) of this Contract Offer, either by meeting the PVC Attainment Review criteria or by making the PVC Attainment Shortfall Payment.
(b) The PVC Reduction Option lowers Customer's PVC Level; however, the Customer's PVC Level remains subject to increase through the PVC Attainment Review process as provided in Section 41.47.4 (G) (2) of this Contract Offer.
(c) The Customer must notify the Telephone Company, in writing, within sixty (60) days following the anniversary of the commencement of the Term Period, of its decision to reduce the PVC Level, to be effective during the year of the Term Period in which notice is provided. The Customer shall include in its notice a PVC Reduction Amount, which shall be the amount of the reduction the customer has chosen, expressed in PVC Units.
(d) A PVC Reduction Charge shall be calculated by multiplying the PVC Reduction Amount by $1,600, then multiplying that amount by the PVC Term Factor, as provided in Table E:

Table E:

	PVC Term Factor
Completion of Year 1	24
Completion of Year 2	18
Completion of Year 3	12
Completion of Year 4	6

Example: PVC Reduction
Customer requests a PVC Reduction of 10 PVC Units upon the completion of Year 2. PVC Reduction Charge is calculated as follows:

Requested PVC Reduction x $1,600 x PVC Term Factor = PVC Reduction Charge
10 x $1,600 x 18 = $288,000

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 – Broadband Plan – Service Offer (Cont'd)

41.47.5 Migration of Subject Services from Level I to Level II

Eligible Level I circuits may migrate to Level II of this Contract Offer. Migration from Level I to Level II may occur either automatically under defined circumstances (Type I Migration) or at the option of the Customer (Type II Migration), as further provided below. Upon migration, migrated circuits shall be subject to TSA_3 Rates and Charges, as provided in Section 41.47.7 of this Contract Offer.

(A) Migration Eligibility

Level I circuits must meet the following qualifications to deemed eligible to migrate to Level II.

(1) Level I circuits eligible for migration cannot be included in a promotional tariff or contract offering of any kind.

(2) Level I circuits shall continue to be subject to the rates, terms and conditions of the otherwise applicable tariffs, including any otherwise applicable term payment plans. Upon expiration of existing term payment plans for Level I circuits the Customer must select one of the following options for the circuits to remain eligible for Level II status:

(a) Circuits may be provided according to Monthly Extension Rates; or
(b) Circuits may be renewed for terms equal to the existing terms; or
(c) Circuits may be renewed for terms shorter than the existing terms.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 - Broadband Plan - Service Offer (Cont'd)

41.47.5 Migration of Subject Services from Level I to Level II (Cont'd)

(A) Rank Ordered Migration List

(1) Upon completion of each PVC Attainment Review, the Telephone Company will provide the Customer a Rank Ordered Migration List of eligible Level I circuits. Type I and Type II Migration to Level II will be based on this list. To be included on the Rank Ordered Migration List, circuits must remain eligible for migration, as provided Section 41.47.5 (A) of this Contract Offer.

(2) Level I circuits eligible for migration will be included in the Rank Ordered Migration List. The first criterion for the rank ordering shall be the service term applicable to each circuit (Expired Plans, 1 yr, 2 yr, 3yr, 4 yr and 5 yr respectively). The second criterion for the rank ordering shall be oldest Service Establishment Date. Both the service term and Service Establishment Date shall be determined according to the end-user termination rate element in the Telephone Company's billing records.

(B) Type I Migration

Type I Migration shall occur automatically if, upon any PVC Attainment Review, the PVC Measurement exceeds the PVC Level. For each PVC Unit by which the PVC Measurement exceeds the PVC Level, one PVC Unit shall be migrated from Level I to Level II. The order of migration shall be determined according to the Rank Ordered Migration List. TSA_3 pricing shall apply to all circuits subject to Type I Migration, effective on the first day of the subsequent PVC Attainment Review Period.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 – Broadband Plan – Service Offer (Cont'd)

41.47.5 Migration of Subject Services from Level I to Level II (Cont'd)

(A) Type II Migration

Type II Migration shall be permitted at the Customer's option, as provided in this Section 41.47.5 (D)

(1) The Customer must submit a written request to the Telephone Company meeting the following requirements:

(a) The Customer's request must be received by the Telephone Company within sixty (60) days after the completion of the last day of the six-month PVC Attainment Review Period; and
(b) The request must include the specific number of PVC Units to be migrated.

(2) The order of migration shall be determined according to the Rank Ordered Migration List.

(3) TSA_3 pricing will apply to all circuits subject to Type II Migration, effective on the date the Telephone Company receives the Customer's written request.

(4) A one-time migration charge will apply, as provided in Table F:

Table F: One-Time Migration Charge per PVC Unit

	Migration Charge *(per PVC Attainment Review Period)*							
Cumulative Net Adds	12	18	24	30	36	42	48	54
0 – 75	$10,595							
76 – 125	$8,965							
126 – 200	$7,335							
201 – 300	$5,705							
301 – 425	$4,075							
426 – 575	$2,445							
576 – 725	$815							
726 +	$0							
Less than 400			*Not Eligible for Type II*					
Greater than 400			$2,445		$1,630		$815	

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 - Broadband Plan - Service Offer (Cont'd)

41.47.6 Termination Liability Credits for Renewed Level I Circuits

If the customer renews a Level I circuit as provided in Section 41.47.5 (A) (2) and that circuit is subsequently disconnected before the completion of its renewal term, the Telephone Company will credit the Customer 50% of the otherwise applicable Termination Liability charges billed to the Customer if the following requirements are met:

(A) The original term plan for the disconnected circuit must expire after the commencement of the Term Period of this Contract Offer; and
(B) The Customer must renew the Level I circuit as provided in Section 41.47.5 (A); and
(C) The renewed Level I circuit must be disconnected before the completion of the first year of the Term Period of this Contract Offer; and
(D) The Customer must pay all billed Termination Liability charges by their applicable due date.

Upon validation of compliance with the eligibility criteria, the Telephone Company will process a billing credit each quarter to the Customer.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 - Broadband Plan - Service Offer (Cont'd)

41.47.7 Rates and Charges

(A) Target Service Areas (TSA)

Eligible MSAs have been grouped into TSA_1, TSA_2 or TSA_3 for purpose of applying the Rates and Charges as described in this section of the Contract Offer.

TSA_1
Dallas/Ft. Worth, TX Houston, TX Kansas City, KS Kansas City, MO St. Louis, MO
TSA_2
Austin-San Marcos, TX Corpus Christi, TX Oklahoma City, OK San Antonio, TX
TSA_3
Abilene, TX Amarillo, TX Fort Smith, AR Joplin, MO Little Rock, AR Longview-Marshall, TX Lubbock, TX Midland, TX Springfield, MO St. Joseph, MO Topeka, KS Waco, TX Wichita Falls, TX

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 - Broadband Plan - Service Offer (Cont'd)

41.47.7 Rates and Charges (Cont'd)

(A) Monthly Recurring Charge (MRC)

The Customer must pay the applicable MRC for each rate element listed below. Any rate elements not described below will continue to be billed at the applicable tariff rates as described in SWBT Tariff F.C.C. No. 73.

Rate Element	Applicable USOC	TSA_1	TSA_2	TSA_3
MegaLink Custom DS3				
Channel Termination - Zone 1	TUZPX	$936.00	$955.50	$975.00
Channel Termination - Zone 2	TUZPX	$1,008.00	$1,029.00	$1,050.00
Channel Termination - Zone 3	TUZPX	$1,080.00	$1,102.50	$1,125.00
Mileage Fixed - Zone 1	1OXHX	$414.00	$432.00	$450.00
Mileage Fixed - Zone 2	1OXHX	$437.00	$456.00	$475.00
Mileage Fixed - Zone 3	1OXHX	$460.00	$480.00	$500.00
Mileage Variable - Zone 1	1J5HS	$41.40	$43.20	$45.00
Mileage Variable - Zone 2	1J5HS	$46.00	$48.00	$50.00
Mileage Variable - Zone 3	1J5HS	$50.60	$52.80	$55.00
(1)				
(1)	(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)	(1)
(1)				
(1)	(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)	(1)
ReliaNet Service				
AC-IntraMAC DS3	NOCXX	$1,083.75	$1,106.35	$1,128.90
AC-ON Net DS3	NOLXX	$1,547.25	$1,579.50	$1,611.70
AC-OFF Net DS3	NOFXX	$777.05	$793.25	$809.40
AC-IntraMAC OC-3	NOCXX	$1,959.60	$2,044.80	$2,130.00
AC-ON Net OC-3	NOLXX	$3207.25	$3,346.70	$3,486.10

(1) See footnote (1) on page 41-371.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 - Broadband Plan - Service Offer (Cont'd)

41.47.7 Rates and Charges (Cont'd)

(A) Nonrecurring Charges (NRC)

The Customer must pay the applicable NRC for installation and rearrangement as listed below. Any NRC not listed below will continue to be billed at the applicable tariff rates as described in SWBT Tariff F.C.C. No. 73.

Description	Applicable USOC	NRC
DS3 Service		
Installation Charge	NRBSE	$0.00
ReliaNet		
AC-IntraMAC DS3	NOCXX	$0.00
AC-ON Net DS3	NOLXX	$0.00
AC-OFF Net DS3	NOFXX	$0.00
AC-IntraMAC OC-3	NOCXX	$0.00
AC-ON Net OC-3	NOLXX	$0.00

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 - Broadband Plan - Service Offer (Cont'd)

41.47.8 Assignment/Transfer/Successors

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to SWBT Tariff F.C.C. No. 73, Section 2.2.1 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in Section 2.2.1 are met, unless (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent company 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 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 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 "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

41.47.9 Mergers/Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all 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 of 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, 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.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.47 Contract Offer No. 47 - Broadband Plan - Service Offer (Cont'd)

41.47.10 Termination Liability

If Customer terminates this Contract Offer the termination liability language contained below applies in lieu of the termination liability language described in SWBT Tariff F.C.C. No. 73. Customer must pay to the Telephone Company termination liability charges as described below if Customer terminates this Contract Offer before the completion of the term period for any reason, or if Customer is not in compliance with Terms and Conditions in Section 41.47.4. These charges shall become due as of the effective date of the termination and are payable within 30 days of the billing invoice date.

Customer's termination liability charges for termination of this Contract Offer shall be equal to a complete reduction of the Portability Volume Commitment as outlined in 41.47.4 (G) (5). The PVC Term Factor shall be based on the longest fully completed year under this Contract Offer at termination.

Upon termination of this Contract Offer, all Subject Services provided under this Contract Offer will subsequently be provided under the prevailing applicable monthly extension rates found in SWBT Tariff F.C.C. No. 73.

If the Customer disconnects a Subject Service provided under this Contract Offer prior to the completion of the one (1) year minimum in service requirement, then the following termination liability charges will apply:

75% of all recurring charges for the balance of the one (1) year term period plus the current applicable NRC charge for a service installed under a one (1) year term payment plan less the NRC charge paid at installation of Subject Service.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in order to achieve one (1) year in service) multiplied by (Termination liability percentage of 75%) plus current applicable NRC minus NRC charges already paid.

Example: Customer has $20,000 in Monthly Recurring Charges for a Subject Service provided under this Contract Offer. The customer paid an NRC of $550 at installation and the current applicable NRC equals $750. If Customer terminates service after six (6) months and has six (6) months remaining in order to meet the one (1) year minimum time in service, the termination liability would be calculated as:
($20,000 X 6 months X 75%) + ($750 - $550) = $90,250

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.48 Contract Offer No. 48 - Special Access Service Offer

41.48.1 General Description

Special Access Service Offer (Contract Offer No. 48) is an access discount pricing plan for which subscription is required in the following Access Tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Pacific Bell Telephone Company Tariff F.C.C. No. 1, Southwestern Bell Telephone Company Tariff F.C.C. No. 73, and The Southern New England Telephone Company Tariff F.C.C. No. 39. Contract Offer No. 48 is available to any Customer with at least $26.5 million in cumulative annual recurring revenue for Contributory Services as defined herein. The Customer must meet the Eligibility Criteria set forth in Section 41.48.2 and also must comply with all terms and conditions of this Contract Offer.

Contract Offer No. 48 requires the Customer to maintain a Minimum Annual Revenue Commitment (MARC)for each year of the five (5) year Term Period as defined in Section 41.48.3(A). The MARC shall include all Contributory Services purchased from the Telephone Company or its affiliates available under this Contract Offer. Contributory Services include Contributory Subject Services as described in Section 41.48.2(C), herein, in addition to the following Contributory Non-Subject Services (that are not Contributory Subject Services): (1), (1), (1) and the following InterLATA services: DS0, DS1, DS3, (1), (1), (1), and (1). Contributory Services that are Non-Subject Services shall not be eligible for discounts or other incentives provided under this Contract Offer. All Contributory Services described above must be purchased through the SBC wholesale sales channel (SBC Industry Markets). Any (1), (1) or InterLATA Contributory Services shall be provided pursuant to agreements and/or contracts. Such agreements and/or contracts shall be available for review at the website established to make public any agreements for these services. Customers may reference: https://primeaccess.att.com

In the event the Customer does not meet its MARC as of each Anniversary Date of the Term Period, the Customer must remit the shortfall payment via the Annual True-Up process set forth in Section 41.48.4(D). Notwithstanding the obligation to pay such shortfall payment, if the Customer does not comply with all terms and conditions of this Contract Offer (exclusive of terms and conditions of non-tariffed agreements referenced herein), termination liability charges in accordance with Section 41.48.9 shall apply.

Contract Offer No. 48 will only be available June 2, 2005 through July 2, 2005.

1) Material previously contained in this section has been deleted. DSRS, GigaMAN, MON, OCN PTP, AND OPT-E-MAN® services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 48 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.2 Eligibility Criteria

(A) The Customer must meet the following Eligibility Criteria in order to subscribe to Contract Offer No. 48, and must continue to meet the Eligibility Criteria as described below throughout the Term Period of this Contract Offer:

(1) Contract Offer No. 48 is available for services located in the following pricing flexibility Metropolitan Statistical Areas (MSAs): Fayetteville, Fort Smith, Little Rock, AR; Kansas City, Topeka, Wichita, KS; Joplin, Kansas City, Springfield, St. Joseph, St. Louis, MO; Oklahoma City, Tulsa, OK; Abilene, Amarillo, Austin-San Marco, Beaumont, Brownsville-Harlingen, Corpus Christi, Dallas-Ft. Worth, El Paso, Houston, Lubbock, Midland, San Antonio, Waco, Wichita Falls, TX.

If the Telephone Company receives pricing flexibility relief in additional MSAs, any eligible Subject Services that the Telephone Company provides to the Customer pursuant to this Contract Offer available in those additional MSAs may, at the Customer's option, be included in this Contract Offer, beginning with the first year after the Telephone Company receives pricing flexibility in those additional MSAs; provided that the MARC increases to reflect the recurring annual revenues associated with the additional Contributory Subject Services, as described in Section 41.48.4.

(2) The Customer's first and second year MARC shall be $26.5 million in cumulative annual recurring revenue for Contributory Services in the following SBC Companies: Ameritech Operating Companies (Ameritech), Pacific Bell Telephone Company, Southwestern Bell Telephone Company, and The Southern New England Telephone Company. Other Contributory Services may be provided by other SBC companies. (Nx)

(x) Issued under Authority of Special Permission No. 05-026 of F.C.C.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.2 Eligibility Criteria (Cont'd)

(A) (Cont'd)

(3) The Customer cannot subscribe to Contract Offer No. 48 concurrently with SBC's MVP Offering in Section 19;

(4) The Customer must maintain an Access Service Ratio, equal to or greater than 98%. The Access Service Ratio is defined in Section 41.48.3(E) and will be measured quarterly.

(B) Concurrent Subscription
The Customer must concurrently subscribe to the identical Contract Offer of Contract Offer No. 48 pursuant to the following tariffs:

(1) Ameritech Operating Companies Tariff F.C.C No. 2, Section 22, Contract Offer No. 64.
(2) Pacific Bell Telephone Company Tariff F.C.C. No. 1, Section 33, Contract Offer No. 56.
(3) The Southern New England Telephone Company Tariff F.C.C. No. 39, Section 25, Contract Offer No. 16.

(C) Contributory Subject Services
Contract Offer No. 48 applies to pricing-flexibility-qualified access services (hereafter referred to as Contributory Subject Services) contained in the following tariff sections:

(1) VG/DS0 Services - Southwestern Bell Tariff F.C.C. No. 73, Sections 7.3.6.4 (G), 7.3.10 (F) for Phase I MSAs, and Sections 39.5.2.3, 39.5.2.7 (A) for Phase II MSAs;
(2) DS1/DS3 Service - Southwestern Bell Tariff F.C.C. No. 73, Sections 7.3.10 (F), 7.3.9(F) for Phase I MSAs and Sections 39.5.2.7, 39.5.2.6 for Phase II MSAs;
(3) [1] Service - Southwestern Bell Tariff F.C.C. No. 73, Sections [1], [1], [1] and [1] for Phase I MSAs and Sections [1], [1], [1] and [1] for Phase II MSAs;
(4) [1] Service - Southwestern Bell Tariff F.C.C. No. 73, Sections [1] for Phase I MSAs, and Section [1] for Phase II MSAs.

[1] See footnote (1) on page 41-392.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.2 Eligibility Criteria (Cont'd)

(C) Contributory Subject Services (Cont'd)

(5) [1] Service - Southwestern Bell Tariff F.C.C. No. 73, Section [1] for Phase I MSAs and Section [1] for Phase II MSAs.
(6) [1] Service - Southwestern Bell Tariff F.C.C. No. 73, Sections [1] for Phase I MSAs and Section [1] for Phase II MSAs.

All Terms and Conditions for the Contributory Subject Services listed above are governed by their respective tariff sections except as noted herein. Annual recurring revenue generated from these services will be used in the MARC calculations defined in Section 41.48.4. Only the Contributory Subject Services listed above are eligible for the discounts provided under this Contract Offer. If, during the Term Period of this Contract Offer, additional services become eligible for pricing flexibility, those additional services may, at the Customer's option, be included among the Contributory Subject Services eligible under this Contract Offer, beginning with the first year after the additional services become eligible for pricing flexibility, provided that the MARC increases to reflect the recurring annual revenues associated with the additional Contributory Subject Services, as described in Section 41.48.4.

41.48.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date the Customer executes a Letter of Subscription (LOS). The Anniversary Date shall be based on the date of the executed LOS. Contract Offer No. 48 is not renewable.

Contributory Subject Services to which the Customer already subscribes as of the commencement of the Term Period, or any additional Contributory Subject Services included in this Contract Offer after commencement of the Term Period in accordance with the terms and conditions set forth herein, must be converted to five (5) year term payment plans (where available), in order to receive discounts pursuant to this Contract Offer.

[1] See footnote (1) on page 41-392.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.3 Terms and Conditions (Cont'd)

(A) Term Period (Cont'd)

If the five (5) year term payment plan is not available for certain Contributory Subject Services, the Customer must select from the longest term plan available for the Contributory Subject Service. Customer may select from any year term payment plan for purchases of new Contributory Subject Services after the commencement of the Term Period of this Contract Offer. Services are subject to certain rates, charges, and general Terms and Conditions in other sections of F.C.C. Tariff No. 73, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such Terms and Conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(B) Contract Offer No. 48 is only available for subscription June 2, 2005 through July 2, 2005

(C) The Customer must submit a completed LOS to the Telephone Company

(D) The Customer must subscribe to this Contract Offer in accordance with the regulations set forth in Southwestern Bell Tariff F.C.C. No. 73, Section 5 - Ordering Options for Switched Access and Special Access Services.

(E) Access Service Ratio
As referenced in Section 41.48.2(A)(4), the Customer and its subsidiaries must maintain an Access Service Ratio of 98% or greater. The Customer must not migrate any Contributory Services to or from any affiliates in a manner that would affect its obligations under this provision. The ratio, calculated quarterly, is the Access Revenue divided by Access Revenue plus Wholesale Revenue. To maintain compliance with this Contract Offer, the ratio must be greater than or equal to 98%. The 98% ratio is calculated as follows:

$$\frac{\text{Access Revenue}}{\text{Access Revenue + Wholesale Revenue}}$$

(1) Access Revenue is the Customer's and its affiliates' interstate recurring billed revenue associated with the rate elements, as defined in table A:

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ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.3 Terms and Conditions (Cont'd)

(E) Access Service Ratio (Cont'd)

TABLE A:

Service	General/Basic Description	
Voice Grade	7.3.4 (A)	
Base Rate (DS0), DS1 and DS3 Services	7.3.10	
[1]_	[1]_	(S)
[1]_	[1]_	(S)
[1]_	[1]_	(S)
[1]_	[1]_	(S)

(2) Wholesale Revenue is the Customer's and its subsidiaries' recurring billed revenue for associated rate elements, as defined in Table B, not included in the interstate tariff(s).

TABLE B:

Service Level	**Associated Rate Elements Not Included in Interstate Tariff**
DS1/LT1	**4-wire digital loop** **DS1 Entrance Facilities** **DS1 Interoffice Transport** **DS1 Cross Connects** **DS1 Multiplexing** **All DS1 non-tariffed Committed Information Rate Broadband Services**
DS3/LT3	**DS3 Loop** **DS3 Entrance Facilities** **DS3 Interoffice Transport** **DS3 Cross Connects** **DS1/DS3 Multiplexing** **All DS3 non-tariffed Committed Information Rate Broadband Services**
OC-3 **OC-12** **OC-48**	**OC-3 Entrance Facilities** **OC-3 Interoffice Transport** **OC-3 Cross Connects** **OC-3 Multiplexing** **OC-12 Entrance Facility** **OC-12 Interoffice Transport** **OC-12 Cross Connects** **OC-12 Multiplexing** **OC-48 Entrance Facilities** **OC-48 Interoffice Transport** **OC-48 Cross Connects** **OC-48 Multiplexing** **All OCN equivalent non-tariffed Committed Information Rate Broadband Service**
Other Transport Products	**Dark Fiber - Interoffice** **Dark Fiber - Loop** **Dark Fiber - Subloop** **Dark Fiber Cross Connects** **Unbundled Dedicated Transport**

[1] See footnote (1) on page 41-392.

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ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.3 Terms and Conditions (Cont'd)

(E) Access Service Ratio (Cont'd)

(3) As new rate elements are introduced to Table A in this section, all recurring revenues associated with the new rate elements will automatically be added to the Customer's Access Revenue, as defined in this section, for calculation of the Access Service Ratio.

(4) As new rate elements are introduced to Table B in this section, all recurring revenues associated with the new rate elements will automatically be added to the Customer's Wholesale Revenue, as defined in this section, for calculation of the Access Service Ratio.

(5) If the Customer fails to meet the Access Service Ratio in any given quarter of the term, upon notification from the Telephone Company, the Customer has ten (10) business days to notify the Telephone Company in writing that it will meet or exceed the 98% Access Services Ratio within 60 days. Failure to achieve compliance in 60 days will constitute a default and the Telephone Company shall have the right to terminate this Contract Offer, unless the Customer has acted in good faith to achieve compliance and the Customer's failure to achieve compliance within 60 days is caused by delay attributable to the Telephone Company. In the event of a termination by the Telephone Company, termination liability charges will apply as set forth in Section 41.48.9.

(6) Credits will not be issued until the Customer has met the 98% Access Services Ratio.

(F) The Customer may not subscribe to any future Contract Offerings in Section 41 in conjunction with this Contract Offer or that might be offered by the Telephone Company for Subject Services covered under this Contract Offer unless expressly permitted in the future Contract Offer.

(G) The Customer must pay billed charges in full throughout the Term Period of this Contract Offer, excluding amounts being disputed. The Telephone Company will exhaust its remedies under Section 2.5.3 of FCC Tariff No. 73 before exercising any remedy under this section. The Telephone Company will provide Customer written notice (via registered letter to Customer's General Counsel) of non-compliance.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.3 Terms and Conditions (Cont'd)

(G) (Cont'd)

The Customer will have thirty (30) days from receipt of the written notice to comply, which may be extended by mutual agreement of the parties to allow the Parties to attempt to resolve any disputes. During this thirty (30) day period or a period to be mutually agreed upon by the Parties, the Parties will cooperate in good faith to attempt to resolve any pending disputes. If, after the Parties have exhausted attempts to resolve any pending disputes or have resolved disputes and the Customer does not comply with the written notice of non-compliance, the Telephone Company shall have the right to terminate this Contract Offer. In the event of termination by the Telephone Company, termination liability charges as set forth in Section 41.48.9 will apply. Credits will not be issued until the Customer has paid all billed charges (excluding disputes). Any disputed billing amounts that have been resolved in favor of the Telephone Company are due and payable as described in Section 2.5.3.

(H) The Customer will continue to receive the benefit of rate stability for any Contributory Subject Services currently under a term plan with the Telephone Company that provides for rate stability.

41.48.4 Minimum Annual Revenue Commitment (MARC)

(A) Calculation of the MARC

The Customer must establish and maintain a MARC as provided in this Contract Offer. The MARC for the first and second year of the Term Period (Years 1 and 2) will be established when the Telephone Company receives the LOS from the Customer. For purposes of calculating the MARC for Year 1, recurring annual revenue for all Contributory Services shall be included in the calculation based on the rates that would apply to the Contributory Subject Services for a five-year minimum term, regardless of whether the Subject Services were actually purchased pursuant to a five-year term at the time of the Customer's subscription to this Contract Offer. Recurring annual revenue for Contributory Services that are not Contributory Subject Services shall be included in the calculation based on the actual rates applicable to those Contributory Services at the time of calculation.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(A) Calculation of the MARC (Cont'd)

The Customer's MARC for Year 1 shall be $26.5 Million, or four times the Customer's monthly recurring revenue for Contributory Services during the three months immediately preceding the receipt of the signed LOS, whichever is greater. The Customer's Year 2 MARC will be equal to the Year 1 MARC.

The MARC will be re-established, effective on the Anniversary Date, beginning on the second anniversary (the beginning of Year 3). The MARC for Year 3 and subsequent years will be based on the Customer's actual monthly recurring revenue for all Contributory Services during the previous 3 months multiplied by 4, or the then-current MARC, whichever is greater.

Example 1:
The contract tariff date is May 1, 2005. The MARC for Year 2 is $26.5M. The Customer's actual revenue to Telephone Company from February 1, 2007 to April 30, 2007 is $8M. The new Year 3 MARC, effective May 1, 2007, is $32M ($8M multiplied by 4 equals $32M.)

Example 2:
The contract tariff date is May 1, 2005. The MARC for Year 2 is $26.5M. The Customer's actual revenue to Telephone Company from February 1, 2007 to April 30, 2007 is $6M. The new Year 3 MARC, effective May 1, 2007, is $26.5M. (The $26.5M MARC is due to the fact that the MARC recalculation cannot result in a MARC lower than the current MARC.)

If the Telephone Company receives additional pricing flexibility relief for MSAs that are not listed in Section 41.48.2, or if additional Contributory Subject Services that are not listed in Section 41.48.2 become eligible for pricing flexibility, the additional MSAs or Contributory Subject Services may be included, at the Customer's option, in this Contract Offer beginning with the first year after the additional MSAs or Contributory Subject Services became eligible for pricing flexibility. Upon Customer's written notification to the Telephone Company of their intent to exercise this option, the Telephone Company will recalculate the MARC to incorporate the recurring annual revenues from those MSAs or Subject Services and will include those revenues in the calculations described herein.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Inclusion of Additional Contributory Services

Not withstanding anything to the contrary herein, the Customer may, at its option, include in this Contract Offer any Contributory Services being provided to the Customer by the Telephone Company as of the date the Customer subscribes to this Contract Offer, but which are then being provided to the Customer according to a tariff or contract other than this Contract Offer, provided, however, that the MARC must be increased to reflect the recurring annual revenues associated with the additional Contributory Services, as provided in Section 41.48.4. If any additional Contributory Services are [1], [1] or InterLATA services, those additional Contributory Services shall be provided pursuant to an agreement and/or contract which shall be available for review at the following web site: https://primeaccess.att.com.

Example:
Year 1 MARC = $26.5M
If during Year 1, the Customer wishes to include $2M of annual spend currently purchased from the Telephone Company under another tariff or contract, and if those services qualify as Contributory Services, then the new Year 1 MARC is $28.5M.

(C) MARC Adjustments

(1) The Customer shall have the right to adjust the MARC downward by up to 10%. This adjustment can only be made one time during the Term Period at anytime after the first 24 months of the Term Period (beginning with the establishment of the Year 3 MARC). To exercise this option, the Customer must notify the Telephone Company, in writing, at least 60 days prior to the Anniversary Date.

(2) The MARC adjustment shall apply prospectively only. If the Customer exercises this option, reduced discounts (as specified in Table D Section 41.48.5 (B)) will apply for the remainder of the Term Period and certain provisions of the Contract Offer will no longer apply as provided in Section 41.48.5(B). Also, if the Customer exercises this option, any MARC adjustments associated with SLA penalties offered in Section 41.48.5 shall not apply for the remaining years of the Term Period.

[1] See footnote (1) on page 41-392.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(C) MARC Adjustments (Cont'd)

(2) (Cont'd)
If the Customer uses the MARC adjustment option in conjunction with any of the Merger and Acquisition options outlined in Section 41.48.7, reduced discounts will remain for the life of the Term Period, and discounts previously received during that contract year will not be re-rated provided the Eligibility Criteria in Section 41.48.2 and Terms and Conditions in Section 41.48.3 have been met prior to the MARC adjustment, and certain provisions will no longer apply as detailed in Section 41.48.5(B).

(3) The MARC will be adjusted automatically pursuant to SLA measurement guidelines specified in Section 41.48.5, unless the MARC adjustment option discussed in Section 41.48.4.C.1 is exercised.

(D) Failure to Achieve the MARC

The Customer and Telephone Company agree to exchange information quarterly, and meet quarterly, if necessary, to review the Customer's progress toward achieving the MARC for the term year and Telephone Company's progress on SLA targets. The Customer and Telephone Company agree that they will meet in the ninth month of each term year to discuss and address, if necessary, compliance with the Terms and Conditions of the Contract Offer prior to the Anniversary Date.

If the Customer fails to achieve the annual MARC commitment as of the Anniversary Date of each year of the Term Period, the Customer will be notified by the Telephone Company.

The Customer must remit an Annual True-Up payment, the amount of which will be calculated as the difference between the annual MARC for the current term year and the actual recurring annual revenue for the Contributory Services during that term year.

If the Telephone Company does not receive the Annual True-Up amount within 30 days of the Customer's receipt of its notification, the Customer shall be deemed to have terminated this Contract Offer and termination liability charges will apply as set forth in Section 41.48.9.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.5 Discounts and Other Credits

(A) Discount Schedule and Application

(1) Table C contains the level of discounts for this Contract Offer 48.

TABLE C:

Year	MARC Discount	Discount on Recurring Revenue above the MARC
1	0%	0%
2	5%	5%
3	10%	10%
4	11%	11%
5	12%	12%

Example for Year 2:
Customer's MARC = $26.5M
Customer's annual recurring revenues for Contributory Services = $32M
Customer's annual recurring revenues for Subject Services = $30M
Customer will receive a 5% discount on $30M (issued annually in accordance with subsection (2)

(2) The Customer will receive the 0%, 5%, 10%, 11%, or 12% discount (depending on the year outlined in Table C) on annual recurring revenues for Contributory Subject Services, provided that the Customer meets or exceeds the MARC. The discount will be applied no later than 60 days after each Anniversary Date. Recurring revenue generated from Subject Services that were not included in this Contract Offer at the time of subscription are not eligible for discounts under this Contract Offer unless and until those Contributory Subject Services have been added to this Contract Offer pursuant to Section 41.48.2, Section 41.48.4 Section 41.48.7 or Section 41.48.8.

(B) MARC Adjustments - Discount Schedule and Application

Table D outlines discounts that the Customer will be eligible to receive following a MARC adjustment option pursuant to Section 41.48.4 (C)

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.5 Discounts and Other Credits (Cont'd)

(B) MARC Adjustments - Discount Schedule and Application (Cont'd)

TABLE D

	MARC Discount	Above MARC Discount, if available
MARC Adjustment	Year 3 - 4% Year 4 - 5% Year 5 - 6%	Year 3 - 4% Year 4 - 5% Year 5 - 6%

Following a MARC adjustment, above the MARC discounts are available only if, during any year, the MARC for that year is equal to or greater than the MARC in effect immediately prior to the adjustment.

Example
The Customer's Year 3 MARC is $30M (calculated as revenue from the last quarter in Year 2 x 4). On the Anniversary Date at the beginning of Year 4, the Customer's Year 3 annual recurring revenue for Contributory Services is $25M. The Customer elects to invoke the MARC adjustment option and adjust the MARC downward by 10%. The Customer's Year 4 recalculated MARC is therefore $27M = ($30M x 90%). The Customer must make an Annual True-Up payment for Year 3 in the amount of $5M. If the Customer fails to make the True-Up payment, the Customer will be in default and termination liabilities will apply. Under this scenario, the Customer will not become eligible for the above the MARC discounts provided in table D, above, until the Customer's MARC in a subsequent year equals or exceeds $30M.

(C) Non-Recurring Charges

The Telephone Company will waive installation Non-recurring charges (NRCs) associated with the purchase of Contributory Subject Services pursuant to this Contract Offer. In the event that the installation NRCs are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis.

In order to receive credits for installation NRCs, the Customer must be in compliance with all terms and conditions of this Contract Offer. Additionally, if the Customer fails to meet the MARC on an Anniversary Date pursuant to Section 41.48.4 (A) and/or fails to pay the Annual True-Up as defined in Section 41.48.4 (D), termination liability charges will apply as set forth in Section 41.48.9.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.5 Discounts and Other Credits (Cont'd)

(C) Non-Recurring Charges (Cont'd)

The Customer must pay all other applicable non-recurring charges, including but not limited to rearrangement charges, special construction charges, access order charges, cancellation charges and Access Order Modification charges as described in Southwestern Bell F.C.C. No. 73, Section 5.3 for Subject Services pursuant to this Contract Offer.

(D) Portability

The Telephone Company will waive termination liability charges for moves and/or disconnection of Contributory Subject Services. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis. In order to receive credits or a waiver of termination liability charges for such moves and/or disconnects, the following conditions must be met:

(1) The Customer must be in compliance with all terms and conditions of this Contract Offer.

(2) The Customer shall be permitted to move and/or disconnect Contributory Subject Services from any of the identical Contract Offers, as described in Section 41.48.2.B.

(3) DS1 Services must have been in service for a minimum of one (1) month from the original installation date.

(4) DS3, [(1)] and [(1)] Services must have been in service for a minimum of one (1) year from the original installation date.

(5) [(1)], [(1)] and [(1)] Services must have been in service for a minimum of three (3) years from the original installation date

(6) If, and to the extent that [(1)] becomes eligible for pricing flexibility, [(1)] may, at the Customer's option, become a Contributory Subject Service included in this Contract Offer. If so, such [(1)] service shall be eligible for portability provided that, for each [(1)] circuit to be ported:

[(1)] See footnote (1) on page 41-392.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.48. Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.5 Discounts and Other Credits (Cont'd)

(D) Portability (Cont'd)

(6) (Cont'd)

(a) facilities necessary to provide [1], as specified in F.C.C. No. 73, Section 43, exist at the end user location in which the circuit is being moved; and
(b) the circuit has been in service for a minimum of one (1) year from the original installation date.

If the Customer fails to meet the MARC on a contract anniversary date pursuant to Section 41.48.4 (A) and/or fails to pay the Annual True-Up as defined in Section 41.48.4 (D), termination liability charges will apply as set forth in Section 41.48.9.

(E) Service Level Assurance (SLA) Performance

Customer will be eligible for additional credits and/or MARC adjustments based upon the quality of service delivered by the Telephone Company during the Term Period of this Contract Offer. Pursuant to this Contract Offer, SLA credits and MARC adjustments will apply in the event the Telephone Company's SLA service performance level objectives are not met.

SLA performance targets are established for a twelve (12) month interval commencing with the subscription date of this Contract Offer.

The service performance targets will be based on the following four (4) measured service components:

(1) Percent Network Availability: The percent of the time all DS1, DS3 and [1] circuits are in service compared to the total expected availability during the reporting period factoring in both failure frequency and time to repair.

(2) Mean Time To Repair (MTTR) of DS1 circuits: The average time it takes the Telephone Company to repair all of the Customer's DS1 circuits during the reporting period.

(3) Mean Time To Repair (MTTR) of DS3 and [1] circuits: The average time it takes the Telephone Company to repair all of the Customer's DS3 and [1] circuits during the reporting period.

[1] See footnote (1) on page 41-392.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 – Special Access Service Offer (Cont'd)

41.48.5 Discounts and Other Credits (Cont'd)

(E) Service Level Assurance (SLA) Performance (Cont'd)

(4) On Time Delivery – Due Date: Calculated by dividing the number of Customer requests for new service and rearrangements of existing service that were missed for Telephone Company reasons by the total number of new service requests and rearrangements of existing service completed during the reporting period. The date used to determine whether or not the service request was missed is the service confirmation date provided on the Firm Order Confirmation (FOC). This measurement will apply to all of the Customer's DS1, DS3 and [1] services.

Table E outlines the SLA performance targets for each measured service in each contract year.

Table E

Measured Service	Year 1 Target	Year 2 Target	Year 3 Target	Year 4 Target	Year 5 Target
% Network Availability (DS1-[1])	99.93%	99.96%	99.96%	99.99%	99.99%
MTTR (DS1 only)	4:45	4:30	4:30	4:15	4:15
MTTR (DS3 & [1])	3:15	3:15	3:00	3:00	3:00
On Time Delivery – Due Date (DS1-[1])	96.00%	96.50%	96.500%	97.00%	97.00%

(F) SLA Performance Penalties
At the conclusion of each Anniversary Date, the 12-month averages based on Telephone Company's provided results for each measured service will be compared to its corresponding target in Table E. For each measurement that is not achieved by the Telephone Company, the Customer will be eligible to receive credits as outlined in subsection (1) and MARC adjustments as outlined in subsection (2).

(1) The Customer will be eligible for the following credit amounts, as set forth in Table F. For each measurement that is not achieved by the Telephone Company after each Anniversary Date, credits will be paid into a Telephone Company account held on the Customer's behalf.

[1] See footnote (1) on page 41-392.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.5 Discounts and Other Credits (Cont'd)

(F) SLA Performance Penalties (Cont'd)

(1) (Cont'd)

Immediately following the Customer's subscription to this Contract Offer, the Telephone Company will establish a holding account with an initial balance of $300,000. The initial balance of the holding account represents the total, aggregate amount that the Customer will be eligible to receive across the regions identified in Section 41.48.2 (B) of this Contract Offer. The credit account will be applied for the purpose of improving service delivery and performance. The Customer and Telephone Company will cooperate in good faith to identify and plan appropriate service and/or service performance projects, which shall be planned and completed as Special Construction. The Telephone Company will follow the Special Construction guidelines provided in F.C.C. Tariff No. 69 for work performed pursuant to this provision, including standard time and materials rates, and shall be subject to any applicable additional charges for expediting or overtime. Work performed pursuant to this provision shall be credited to a designated BAN of the Customer's choice. The amount will be deducted from the SLA credit holding account. After the first Anniversary Date, the Telephone Company will annually add to the holding account the credit amount due to the Customer for each SLA measurement not met.

The Customer and the Telephone Company will work together to create a project schedule designed to ensure that projects are completed by the Telephone Company prior to the end of each term year.

The initial balance must be used within the first 12 months following the receipt of a signed LOS. Any amount remaining from the initial balance will not be allowed to carry over to Year 2 and will be forfeited. Any credit due to the Customer at the end of term Year 5, will be available to the Customer in the holding account for the 12-month period subsequent to the end of the Term Period. Annual SLA performance credits must be used within the year after the credits were issued, and cannot be rolled over into the following year.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 – Special Access Service Offer (Cont'd)

41.48.5 Discounts and Other Credits (Cont'd)

(F) SLA Performance Penalties (Cont'd)

(1) (Cont'd)

Any amounts left over, after the year following the issuance of the credits, will be forfeited provided, however, that projects on the project schedule that are not completed at the end of the term year can be completed in the subsequent year and any allocated amounts associated with that project shall not be debited from the following year's holding account balance. If the Telephone Company fails to complete an agreed upon project on the project schedule at any time during the Term Period, the amount allocated for that project shall be carried over until the agreed upon project has been completed.

Table F

Service Quality Measure	**Annual Credit if SLA Target not Met**
% Network Availability (DS1-[1])	$100,000
MTTR (DS1 only)	$100,000
MTTR (DS3 & [1])	$100,000
On Time Delivery – Due Date (DS1-[1])	$100,000

The credits in Table F are the total, aggregate amounts that the Customer will be eligible to receive across the five regions identified in Section 41.48.2.B of this Contract Offer.

(2) The Customer will be eligible for the following MARC adjustments in Table G for each measurement that is not achieved by the Telephone Company at each Anniversary Date. However, if the Customer exercises the MARC adjustment option specified in Section 41.48.4, the MARC adjustments in Table G will not apply in the year that the MARC adjustment option is exercised and for the remaining years of the contract.

[1] See footnote (1) on page 41-392.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.5 Discounts and Other Credits (Cont'd)

(F) SLA Performance Penalties (Cont'd)

(2) (Cont'd)

Table G

Service Quality Measure	**Year in which Adjustment Applies**	**MARC Adjustment**
% Network Availability (DS1-[1])	2	Decrease ½ %
MTTR (DS1 only)	2	Decrease ½ %
MTTR (DS3 & [1])	2	Decrease ½ %
On Time Delivery - Due Date (DS1-[1])	2	Decrease ½ %
% Network Availability (DS1-[1])	3, 4 or 5	Decrease 1%
MTTR (DS1 only)	3, 4, or 5	Decrease 1%
MTTR (DS3 & [1])	3, 4, or 5	Decrease 1%
On Time Delivery - Due Date (DS1-[1])	3, 4, or 5	Decrease 1%

Example:
The percent decrease will be applied to the recalculated annual MARC. For example, the Customer's Year 4 MARC is set for $33M [(previous 3 months billing at end of Year 3) X 4]. The Telephone Company achieved 1 out of the 4 measurements in Year 3. The Year 4 MARC is then recalculated and set at $32.01M ($33M X 97%).

41.48.6 Assignment and Transfer

Subject to the provisions set forth in section 41.48.7 regarding mergers and acquisitions, if the Customer wishes to assign or transfer its use of services under this Contract Offer No. 48, pursuant to F.C.C. No. 73, Section 2.1.2 of this Tariff, the Telephone Company will acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 73, Section 2.1.2, unless:

[1] See footnote (1) on page 41-392.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.6 Assignment and Transfer (Cont'd)

(1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent company 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 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 company 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 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 "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

41.48.7 Mergers and Acquisitions Involving the Customer

(A) The Terms and Conditions of Contract Offer No. 48 shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain 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). During or after the merger or acquisition, if the other company involved in the merger or acquisition also purchases Contributory Services from the Telephone Company, either directly or through any affiliates, then billed, recurring revenue for Contributory Services of the other company involved in the merger or acquisition will not be used in calculations of the MARC as discussed in Section 41.48.4 (A) or calculations to achieve the MARC discussed in Section 41.48.4 (B) or in the calculation of the Access Service Ratio discussed in Section 41.48.3(E), except as permitted by one of the provisions in this subsection.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.7 Mergers and Acquisitions Involving the Customer (Cont'd)

(A) (Cont'd)

(1) The Customer must be meeting MARC commitments and all Eligibility Criteria and Terms and Conditions outlined in Sections 41.48.2 and 41.48.3 in order to exercise the provisions under this subsection.

(2) Recurring revenue from Contributory Services from the other entity involved in the merger or acquisition cannot be applied to, or eligible for, any incentives or discounts contained in this Contract Offer, except as expressly permitted by one of the provisions herein.

(3) The Customer shall have four options (per merger or acquisition) to incorporate revenue from the other company or companies involved in the merger or acquisition. The Customer may elect only one of those options with respect to any particular merger or acquisition. If the Customer does not exercise any of those options in the manner provided herein, the Customer will not be permitted to use existing or future Special Access revenues from the other company or companies involved in the merger or acquisition in the Calculation of the MARC or Calculations to Achieve the MARC discussed in Section 41.48.4 (A) & (B), nor will such revenues be eligible for any discounts provided under this Contract Offer, nor will the Telephone Company apply existing or future Special Access or Wholesale Service revenues from the other company or companies in calculating the Access Service Ratio in Section 41.48.3(E).

(4) The acquisition and/or merger Transaction Close Date will be used to measure the length of time the following provisions are available. 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.

(5) If the Customer has selected, but not yet fully implemented, one of the options provided herein, the MARC, and any MARC adjustment calculation as provided in Section 41.48.4, will apply only to the Customer's original (pre-merger or acquisition) MARC and will not include revenue from the other company involved in the merger or acquisition.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.7 Mergers and Acquisitions Involving the Customer (Cont'd)

(A) (Cont'd)

(6) The Customer cannot combine any of the Merger and Acquisition provisions in this subsection.

(7) The Telephone Company will calculate the actual recurring annual revenue of the other company involved in the merger or acquisition on the date the Customer selects one of the provisions in this subsection in the same manner such revenue would be calculated for purposes of performing the annual recalculation of the MARC under this Contract Offer. Until the Customer has fully implemented one of the provisions in this subsection, the Customer will not be eligible to earn the above the MARC discounts discussed in Section 41.48.5 (A)(2) of this Contract Offer for revenue from the other company involved in the merger or acquisition. After the Customer has fully implemented one of the provisions in this subsection, the Customer will be eligible for above the MARC discounts provided in Section 41.48.5(A)(2) for recurring annual revenue above the new combined MARC.

(B) Mergers and Acquisitions Affecting Access Service Ratio

(1) If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company and inclusion of the recurring revenue from Contributory Services from the other company or companies involved in the merger or acquisition into this Contract Offer will cause the Customer to fall below Access Services Ratio Terms and Conditions as defined in Section 41.48.3 (E), the Customer must select from Option 1 or 2 of this Section 41.48.7(B), below, to incorporate any recurring annual revenues from the other company involved in the merger or acquisition into this Contract Offer.

(2) The Customer must fully conform to Access Service Ratio within 18 months of the Transaction Close Date and must comply with the Access Conversion Schedule provided in Table H.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.7 Mergers and Acquisitions Involving the Customer (Cont'd)

(B) Mergers and Acquisitions Affecting Access Service Ratio (Cont'd)

(2) (Cont'd)
As long as the Customer is in compliance with the Access Conversion Schedule and the Customer's existing revenue complies with the Access Services Ratio, as provided in Section 41.48.3(E), MARC discounts will continue to apply and the Customer shall not be considered out of compliance with the Access Services Ratio Terms and Conditions as defined in Section 41.48.3(E).

(3) If, at any time the Customer does not comply with the Access Conversion Schedule provided in Table H, MARC discounts will be withheld and the Telephone Company will notify the Customer of non-compliance. The Customer will then have 60 days to comply with the Access Conversion Schedule. If the Customer does not comply within 60 days, this Contract Offer shall be deemed to be in default, and the Telephone Company shall have the right to terminate this Contract Offer. Upon such termination, termination liability charges will apply as provided in Section 41.48.9. Notwithstanding the foregoing, if the Telephone Company is primarily responsible for a delay in the Access Conversion Schedule, MARC discounts will continue to apply, the Customer shall not be considered out of compliance with the Access Services Ratio Terms and Conditions as defined in Section 41.48.3(E), and this Contract Offer will not be considered in default, provided, however, that each party shall exercise best efforts to comply.

Table H outlines the Unbundled Network Element (UNE) to Access conversion schedule that will be used to migrate the services.

Table H: Access Conversion Schedule

90 Day Period	Required Conversion Level
1st	10%
2nd	20%
3rd	50%
4th	75%
5th	85%
6th	100%

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.7 Mergers and Acquisitions Involving the Customer (Cont'd)

(B) Mergers and Acquisitions Affecting Access Service Ratio (Cont'd)

(3) (Cont'd)

a) Option 1

(i) The Customer must establish a temporary combined MARC by adding to the Customer's then current MARC at least 85%, but not more than 100% (at the Customer's option), of all recurring annual revenue for Contributory Services from the other company involved in the merger or acquisition, for a period not to exceed 18 months from the Transaction Close Date. Recurring annual revenue for Contributory Services shall be calculated in a manner consistent with the annual recalculation of the MARC under this Contract Offer.

(ii) The Customer must exercise this option within 60 days following the Transaction Close Date.

(iii) This option is not available in Year 5 of the Term Period.

(iv) A permanent combined MARC will be established no later than 18 months following the transaction Close Date using the following calculation, based on a calculation of the Customer's combined recurring annual revenue.

(a) The calculation of the Customer's combined annual recurring revenue shall include all Contributory Services for the combined company resulting from the merger or acquisition. The calculation of the Customer's combined permanent MARC shall be performed in the same manner as the annual MARC calculations provided in Section 41.48.4(A), above. Following the calculation of the combined permanent MARC, the MARC shall be recalculated for each year remaining in the Term Period, and the MARC-related terms and conditions of this Contract Offer shall be applied to the combined company, in the same manner as would otherwise apply under this Contract Offer.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.7 Mergers and Acquisitions Involving the Customer (Cont'd)

(B) Mergers and Acquisitions Affecting Access Service Ratio (Cont'd)

(3) (Cont'd)

a) Option 1 (Cont'd)

(iv) (Cont'd)

(b) Notwithstanding anything to the contrary in this Contract Offer, the permanent combined MARC must be at least 85% of temporary combined MARC as defined in Section 41.48.7.C.(1)(a)

(b) Option 2

(i) The Customer shall establish a combined MARC by adding to the Customer's then-current MARC at least 85%, but not more than 100% (at the Customer's option), of all recurring annual revenue for Contributory Services from the other company involved in the merger or acquisition. Recurring annual revenue for Contributory Services shall be calculated in a manner consistent with the annual recalculation of the MARC under this Contract Offer.

(ii) The Customer must exercise this option within 60 days following the Transaction Close Date.

(iii) This option is not available in Year 5 of the Term Period.

(C) Mergers and Acquisitions not Affecting Access Service Ratio

If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company and inclusion of recurring revenue from Subject Services from the other company or companies involved in the merger or acquisition into this Contract Offer will not cause the Customer to fall below Access Services Ratio Terms and Conditions as defined in Section 41.48.3 (E), the Customer must select from Option 3 or 4 of this Section 41.48.7(C) to incorporate into this Contract Offer any recurring annual revenues from the other company involved in the merger or acquisition.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.7 Mergers and Acquisitions Involving the Customer (Cont'd)

(C) Mergers and Acquisitions not Affecting Access Service Ratio (Cont'd)

(1) Option 3

(a) The Customer shall establish a temporarycombined MARC by adding at least 85%, but no more than 100% (at Customer's option), of all recurring annual revenue for Contributory Services from the other company involved in the merger or acquisition, for a period not to exceed 12 months from the Transaction Close Date. Recurring annual revenue for Contributory Services shall be calculated in a manner consistent with the annual calculation of the MARC under this Contract Offer.

(b) The Customer must exercise this option within 60 days following the acquisition Transaction Close Date.

(c) This option is not available during Year 5 of the Term Period.

(d) A permanent combined MARC will be established no later than 12 months following the Transaction Close Date, based on a calculation of the Customer's combined recurring annual revenue.

(i) The calculation of the Customer's combined annual recurring revenue shall include all Contributory Services for the combined company resulting from the merger or acquisition. The calculation of the Customer's combined permanent MARC shall be performed in the same manner as the annual MARC calculations provided in Section 41.48.4(A), above. Following the calculation of the combined permanent MARC, the MARC shall be recalculated for each year remaining in the Term Period, and the MARC-related terms and conditions of this Contract Offer shall be applied to the combined company, in the same manner as would otherwise apply under this Contract Offer.

(ii) Notwithstanding anything to the contrary in this Contract Offer, the permanent combined MARC must be at least 85% of temporary combined MARC as defined in Section 41.48.7(C)(1)(a).

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.7 Mergers and Acquisitions Involving the Customer (Cont'd)

(C) Mergers and Acquisitions not Affecting Access Service Ratio (Cont'd)

(2) Option 4

(a) The Customer shall establish a combined MARC by adding to the Customer's then-current MARC at least 85%, but not more than 100% (at the Customer's option), of all recurring annual revenue for Contributory Services from the other company involved in the merger or acquisition. Recurring annual revenue for Contributory Services shall be calculated in a manner consistent with the annual calculation of the MARC under this Contract Offer.

(b) The Customer must exercise this option within 60 days following the Transaction Close Date.

(c) This option is not available in Year 5 of the Term Period.

41.48.8 Merger or Acquisition Involving the Telephone Company
In the event that the Telephone Company, or the corporate parent of the Telephone Company, or any affiliate of the Telephone Company or its corporate parent, in whole or in part, merges with, acquires, 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), and the Customer purchases special access services from the other company, then the following terms and conditions will apply:

(A) If the Customer purchases any interstate special access services from the merged or acquired company, and such special access services are or become eligible for pricing flexibility, the Customer may include those special access services in this Contract Offer, subject to any terms or conditions of any contracts or tariffs pursuant to which the Customer is purchasing such special access services prior to the merger or acquisition, including any terms or conditions regarding termination liability. If the Customer chooses to include the services subject to the merger or acquisition in this Contract Offer, they shall become Contributory Subject Services within the meaning of this Contract Offer at the time they are included in this Contract Offer. At the time such Contributory Subject Services are included in this Contract Offer, the MARC shall be recalculated, including both the recurring annual

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 – Special Access Service Offer (Cont'd)

41.48.8 Merger or Acquisition Involving the Telephone Company (Cont'd)

(A) (Cont'd)
revenues of the Contributory Services provided to the Customer prior to the merger or acquisition, and the recurring annual revenues of the additional Contributory Subject Services previously provided by the merged or acquired Company.

(B) The Customer must notify the Telephone Company in writing, within 120 days of the Transaction Close Date, of any Contributory Services from the merged or acquired company that Customer wishes to include in this Contract Offer. Discounts and credits specified in Section 41.48.5 will not apply to services from the merged or acquired company until the MARC has been recalculated to reflect the additional Contributory Services included in this Contract Offer as a result of the merger or acquisition. The MARC recalculation to include these services will occur at the Customer's next Anniversary Date following receipt of the Customer's written notice described above.

41.48.9 Termination Liability

(A) Termination Liability Charges
Termination liability language described below applies in lieu of the termination liability language described in Southwestern Bell Tariff F.C.C. No. 73, Sections 7, [1] and [1]. If the Customer terminates Contract Offer No. 48 before the completion of the term for any reason whatsoever (other than a material default by the Telephone Company), the Customer must pay the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 90 days prior to the desired date of termination to the Telephone Company. This notification must include the date upon which the Customer will terminate the Contract Offer.

If the Customer fails to meet any of the eligibility criteria in Section 41.48.2, or fails to meet any of the Terms and Conditions in Section 41.48.3, then the Telephone Company shall provide the Customer with written notification of such non-compliance and the Customer will have sixty (60) days to comply. If the Customer does not comply within such time period, the Customer will be deemed to have terminated its participation in Contract Offer No. 48, and termination liability charges will apply as stated below and will be payable pursuant to F.C.C. No. 73, Section 2.5.

[1] See footnote (1) on page 41-392.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 - Special Access Service Offer (Cont'd)

41.48.9 Termination Liability (Cont'd)

(A) Termination Liability Charges (Cont'd)

The Customer's termination liability charge shall be equal to the following :

If the Customer terminates the Contract Offer prior to the expiration of a term year, 100% of all Discounts (including non-recurring charges and early termination charges) received under Contract Offer No. 48 for the preceding six (6) months immediately prior to the date of termination, plus the following schedule:

(1) If terminated in Year 1, 10.0% of the Base MARC for the remaining portion of Year 1, plus 10% of the Base MARC for the remaining years of the Contract Offer.

(2) If terminated in Year 2 , 12.5% of the Year 2 MARC for the remaining portion of Year 2, plus 12.5% of the Year 2 MARC for the remaining years of the Contract Offer.

(3) If terminated in Year 3, 12.5% of the Year 3 MARC for the remaining portion of Year 3, plus 12.5% of the Year 3 MARC for the remaining years of the Contract Offer.

(4) If terminated in Year 4, 12.5% of the Year 4 MARC for the remaining portion of Year 4, plus 12.5% of the Year 4 MARC for year 5.

(5) If terminated in Year 5, 10.0% of the Year 5 MARC for the remaining portion of Year 5.

(B) New Technology Termination

If the Customer wishes to move its services to new alternative technology (such as Broadband over power lines, Wi-MAX, DWDM, or optical switching technologies), the Customer shall qualify to reduce the MARC termination liability charges as detailed above by 50% in Year 4 and/or 5 of this Contract Offer as long as the conditions in this subsection are met. The Customer shall have the right to move its services to new alternative technology and receive reduced termination liability as long as Eligibility Criteria in Section 41.48.2 and all Terms and Conditions in Section 41.48.3 are met. The Customer must provide documentation that reasonably demonstrates that the new technology is an alternative to existing Subject Services and that the rates, terms and conditions for the new technology are more favorable to the Customer than the rates, terms and conditions provided under this Contract Offering.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.48 Contract Offer No. 48 – Special Access Service Offer (Cont'd)

41.48.9 Termination Liability (Cont'd)

(B) New Technology Termination (Cont'd)

For example, if the Customer wishes to terminate this Contract Offer due to a new technology in Year 4 of the Contract Offer, the termination liability charge would be equal to 100% of discounts applied during the previous six-months as well as 6.25% of the Year 4 MARC for the remaining portion of Year 4, plus 6.25% of the Year 4 MARC for Year 5.

The Customer must notify the Telephone Company in writing at least 90 days prior to the start of Year 4 if the Customer wishes to terminate in Year 4 and invoke this provision or at least 90 days prior to the start of Year 5 if the Customer wishes to terminate in Year 5 and invoke this provision. This notification must include the date upon which the Customer will terminate the Contract Offer. Additionally, this provision is only available to the Customer if it has not exercised the 10% MARC adjustment option as detailed in Section 41.48.4 (C).

(C) New Special Access Service Offerings

If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Services provided under this Contract Offer, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Services provided under this Contract offer, without incurring termination liability under this Contract Offer, provided however, that the Customer's contract offer or other contract or tariff governing the new service offerings must include a term period and revenue commitment that are the same as, or greater than, this Contract Offer.

(D) This Section 41.48.9 sets forth the sole and exclusive remedies for termination of this Contract Offer No. 48, except for charges due and payable for Contributory Services rendered prior to the date of termination and any non-recurring charges and/or termination liability charges that may become due and payable in accordance with Sections 41.48.9.

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41. Pricing Flexibility Contract Offerings

41.49 Contract Offer No. 49 - DS3 Service Offer

41.49.1 General Description

DS3 Service Offer (Contract Offer No. 49) is an access discount plan that offers Customers located in the Phase 1 and Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs)listed in Section 41.49.2(A), herein, to pay the rates described in Section 41.49.7, herein, for new DS3 special access services upon subscription to this Contract Offer. Contract Offer No. 49 is available to any Customer for the purchase of up to sixty (60) new DS3 Special Access services as described in Section 41.49.3(B). The Customer must meet the eligibility criteria as set forth in Section 41.49.2 and also must comply with the terms and conditions set forth in Section 22.49.3

Contract Offer No. 49 is only available from June 04, 2005 through July 04, 2005.

41.49.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive discounts under Contract Offer No. 49:

(1) Service must be a pricing-flexibility-qualified access service, described in Section 41.49.2(B);

(2) Service must be in one of the following Pricing Flexibility MSAs only: Kansas City KS & Kansas City Mo;

(B) Contract Offer No. 49 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) High Capacity Service (DS3)- Southwest Tariff F.C.C. No 73, Section 7.3.10 for Phase 1 and Section 39.5.2.7 for Phase 2 MSA's

All terms and conditions for the Subject Services listed above are governed by their respective tariff sections except as noted herein.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.49 Contract Offer No. 49 - DS3 Service Offer (Cont'd)

41.49.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date the Telephone Company receives the Letter of Subscription.

The DS3 service term period (Service Term) for each new DS3 purchased is five (5) years commencing on the date the access service order is completed.

At expiration of the Term Period, any Subject Services purchased pursuant to the terms of this Contract Offer, shall be provided at the otherwise applicable rates for 5 year term pursuant to FCC Tariff 73 Section 7.3.10 for Phase 1 MSAs and Section 39.5.2.7 for Phase 2 MSAs.

Rate stability under this Contract Offer applies only to the rates specific to Contract Offer No. 49. Purchase of the services listed above under Contract Offer No. 49 is also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such rates and charges may be modified through the filing of tariff revisions at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in Contract Offer No 49.

(B) Terms and Conditions

(1) Contract Offer No. 49 is available only from June 04, 2005 through July 04, 2005;

(2) To subscribe to Contract offer No. 49, the Customer must submit a Letter of Subscription to the Telephone Company;

(3) If the Customer should discontinue service under Contract Offer No. 49 during the Term Period, termination liability charges will apply in accordance with Section 41.49.8;

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.49 Contract Offer No. 49 - DS3 Service Offer (Cont'd)

41.49.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(4) If the Customer requests modifications to the Contract Offer No. 49 network design, originally constructed for the Customer under Contract Offer 49, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(5) The Customer is limited to the purchase of sixty (60) DS3's in the MSA's described above.

(6) The DS3 Subject Services are limited to Channel Mileage Fixed, Channel Mileage per mile and DS3 Multiplexer rate elements only.

(7) If the Customer requests additional service features and functions not included in 41.49.2.(B), the Customer must pay the applicable tariff rates for those additions as contained in Section 39-Metropolitian Statistical Area Access Services;

(8) The Customer cannot subscribe to, or include, Subject Services subscribed to any other Contract Offer;

(9) Subject Services under this Contract Offer will not be eligible for additional discounts under the Managed Value Plan (MVP) offering in Section 38;

(10) A Special Access Network Optimization credit of $10,760 will be credited to the Customer at the end of the twelve (12) month period after signing the LOS.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.49 Contract Offer No. 49 - DS3 Service Offer (Cont'd)

41.49.4 Portability of Existing Subject Services

The Telephone Company will waive termination liability Charges for moves and/or disconnection of new Subject Services after services have been in service for a period of one (1) year, provided that the Customer complies with the Terms and Conditions of this Contract offer, including but not limited to, Sections 41.49.3 and 41.49.5. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis. To receive the credits or a waiver of termination liability charges for such moves and/or disconnects, the following conditions must be met:

(1) The Customer must be in compliance with all Terms and Conditions of this Contract Offer;

(2) The Customer must be current on billing for existing services within 60 days of exercising this option;

(3) DS3 services must have been in service for a minimum of one (1) year from the original installation date;

41.49.5 Assignment and Transfer

(A) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 49 pursuant to F.C.C. No. 73, Section 2.2.1 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 73, Section 2.2.1 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) 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).

(1) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.49 Contract Offer No. 49 - DS3 Service Offer (Cont'd)

41.49.5 Assignment and Transfer (Cont'd)

(A) (Cont'd)

(1) (cont'd)

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.

(2) The proposed assignee or transferee 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:

(a) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or
(b) "high risk" in a Paydex score as published by Dun and Bradstreet.

41.49.6 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all 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, 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.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.49 Contract Offer No. 49 – DS3 Service Offer (Cont'd)

41.49.7 Rates and Charges

(A) DS3 Rates:
Customer shall pay the following Monthly Recurring Charge (MRC) for the services as described above. Unless noted otherwise rates are inclusive for all zones.

DS3 Interoffice Transport Rate MRC	**60 month term**
• Interoffice Channel Mile Fixed -USOC 10XHX • Interoffice Channel Mileage – Per Mile – USOC 1J5HS • and applicable Central Office Multiplexing DS3 to DS1 – USOC MKM	$815

The Telephone Company shall waive the following Non-Recurring charge (NRC) associated with the purchase of qualifying DS3 Services for Customers subscribed to Contract Offer No. 49.

Installation Charge – KS & Mo Zone 1,2,& 3
USOC NRBMG as defined in FCC Tariff 73, Section 39.5.2.12 (E);

(B) Any rate elements not described herein will continue to be billed at tariff rates as described in Metropolitan Statistical Area (MSA) Section 39 or Special Access Service Section 7.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.49 Contract Offer No. 49 - DS3 Service Offer (Cont'd)

41.49.8 Termination Liability

If the Customer terminates Contract Offer No. 49 or individual Subject Services included under this Contract Offer, the termination liability language contained below applies in lieu of the termination liability language described in Section 7. The Customer must pay to the Telephone Company termination liability charges as described below if the Customer terminates this Contract Offer before the completion of the term period for any reason, or if the Customer is not in compliance with Terms and Conditions in Section 41.49.3. These charges shall become due as of the effective date of the termination, and are payable within 30 days of the invoice date.

The Customer's termination liability charges for termination of service shall be equal to 50% of all monthly recurring charges for the balance of the Customer's five (5) year Term Period, and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 50%).

Example: Customer has $200,000 in Monthly Recurring Charges. If Customer terminates service after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month term period, then the termination liability would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Liability

ACCESS SERVICE

41. Pricing Flexibility Contract Offering

41.50 Contract Offering No. 50 – Access Advantage Plus Transport Service – One Year Term

41.50.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis, as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.50 Contract Offering No. 50 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.50.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 - Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 - Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 - Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(A) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Fort Smith, Little Rock, AR; Kansas City, Topeka, Joplin, KS; Kansas City, Springfield, St. Joseph, St. Louis, MO; Oklahoma City, Tulsa, OK; Abilene, Amarillo, Austin-San Marco, Corpus Christi, Dallas-Ft. Worth, Houston, Longview-Marshall, Lubbock, Midland, San Antonio, Waco, Wichita Falls, TX.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.50 Contract Offering No. 50 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

41.50.2Contract Terms

(A) Contract Offering No. 50 is available during the purchase period, which begins June 8, 2005 and ends December 8, 2005.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 50.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2(A), the Service Date Change Charge described in 5.3.2(B) and the Expedited Order Charge described in 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Minimum Period, as described in 5.3.4, for Contract Offering No. 50 is the initial contract term.

(4) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(5) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service, and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service, are negotiated intervals.

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1(C).

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.50 Contract Offering No. 50 – Access Advantage Plus Transport Service – One Year Term (Cont’d)

41.50.2 Contract Terms (Cont’d)

(E) The initial contract term for Contract Offering No. 50 is one year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 50 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 50 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 50 upon thirty days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 50.

(J) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 50 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.50.2(L). The termination charge for Contract Offering No. 50 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(K) If the physical location of the end user’s premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 50 terminated and the termination charges described in 41.50.2(J) apply. If a request is made to move AA+ Transport Service to a new location within the end user’s premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 41.50.3(B).

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.50 Contract Offering No. 50 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.50.2 Contract Terms (Cont'd)

(L) The customer may elect to discontinue Contract Offering No. 50 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.50.2(J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 50 was provided,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 50, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 50.

(M) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 50 terminated. If Contract Offering No. 50 is terminated during the initial contract term, the termination charges described in 41.50.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.50 Contract Offering No. 50 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

41.50.2 Contract Terms (Cont'd)

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.50.1(B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

41.50.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.50 Contract Offering No. 50 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.50.3 Rate Regulations (Cont'd)

(A) Types of Rate and Charges (Cont'd)

(1) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$ 103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.51 Contract Offering No. 51 – Access Advantage Plus Transport Service – Two Year Term

41.51.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis, as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.51 Contract Offering No. 51 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

41.51.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(A) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Fort Smith, Little Rock, AR; Kansas City, Topeka, Joplin, KS; Kansas City, Springfield, St. Joseph, St. Louis, MO; Oklahoma City, Tulsa, OK; Abilene, Amarillo, Austin-San Marco, Corpus Christi, Dallas-Ft. Worth, Houston, Longview-Marshall, Lubbock, Midland, San Antonio, Waco, Wichita Falls, TX.

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Four AT&T Plaza, Dallas, Texas 75202

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.51 Contract Offering No. 51 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.51.2 Contract Terms

(A) Contract Offering No. 51 is available during the purchase period, which begins June 8, 2005 and ends December 8, 2005.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 51.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2(A), the Service Date Change Charge described in 5.3.2(B) and the Expedited Order Charge described in 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Minimum Period, as described in 5.3.4, for Contract Offering No. 51 is the initial contract term.

(4) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(5) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service, and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service, are negotiated intervals.

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1(C).

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.51 Contract Offering No. 51 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

41.51.2 Contract Terms (Cont'd)

(A) The initial contract term for Contract Offering No. 51 is two years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 51 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 51 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 51 upon thirty days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 51.

(J) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 51 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.51.2(L). The termination charge for Contract Offering No. 51 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(K) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 51 terminated and termination charges described in 41.51.2(J) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one half of the nonrecurring charge to install service as reflected in 41.51.3(B).

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.51 Contract Offering No. 51 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

41.51.2 Contract Terms (Cont'd)

(L) The customer may elect to discontinue Contract Offering No. 51 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.51.2(J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 51 was provided,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 51, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 51.

(M) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 51 terminated. If Contract Offering No. 51 is terminated during the initial contract term, the termination charges described in 41.51.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.51 Contract Offering No. 51 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.51.2 Contract Terms (Cont'd)

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.51.1(B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

41.51.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.51 Contract Offering No. 51 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

41.51.3Rate Regulations (Cont'd)

(A) Types of Rate and Charges (Cont'd)

(1) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$310.00	$0	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

41. Pricing Flexibility Contract Offering (Cont'd)

41.52 Contract Offering No. 52 – Access Advantage Plus Transport Service – Three Year Term

41.52.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user’s network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user’s designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.52.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis, as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four. A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.52 Contract Offering No. 52 - Access Advantage Plus Transport Service - Three Year Term (Cont'd)

41.52.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 - Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 - Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 - Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(A) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Fort Smith, Little Rock, AR; Kansas City, Topeka, Joplin, KS; Kansas City, Springfield, St. Joseph, St. Louis, MO; Oklahoma City, Tulsa, OK; Abilene, Amarillo, Austin-San Marco, Corpus Christi, Dallas-Ft. Worth, Houston, Longview-Marshall, Lubbock, Midland, San Antonio, Waco, Wichita Falls, TX.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.52 Contract Offering No. 52 – Access Advantage Plus Transport Service – Three Year Term (Cont’d)

41.52.2 Contract Terms

(A) Contract Offering No. 52 is available during the purchase period, which begins June 8, 2005 and ends December 8, 2005.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the customer’s initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 52.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2(A), the Service Date Change Charge described in 5.3.2(B) and the Expedited Order Charge described in 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Partial Cancellation Charge described in 5.3.2(D) and the Access Order Cancellation Charge described in 5.3.3 do not apply to the initial order to install AA+ Transport Service.

(4) The Minimum Period, as described in 5.3.4, for Contract Offering No. 52 is the initial contract term.

(5) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service, and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service, are negotiated intervals.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.52 Contract Offering No. 52 - Access Advantage Plus Transport Service - Three Year Term (Cont’d)

41.52.2Contract Terms (Cont’d)

(A) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety days following the Application Date described in 5.2.1(C).

(B) The initial contract term for Contract Offering No. 52 is three years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(C) At the conclusion of the initial contract term, Contract Offering No. 52 will be automatically renewed for successive one month renewal terms. The customer may terminate Contract Offering No. 52 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty days before the initial contract term expires. The customer or the Telephone Company may terminate Contract Offering No. 52 upon thirty days written notice any time following the completion of the initial contract term.

(D) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(E) No other discount pricing plans apply.

(F) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 52.

(G) If the customer discontinues AA+ Transport Service purchased under Contract Offering No. 52 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.52.2(L). The termination charge for Contract Offering No. 52 is fifty percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.52 Contract Offering No. 52 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.52.2 Contract Terms (Cont'd)

(A) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 52 terminated and the termination charges described in 41.52.2(J) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(L) The customer may elect to discontinue Contract Offering No. 52 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.52.2(J) when all of the following conditions are met:

(1) The customer establishes a new interstate special access service of equal or greater capacity,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 52 was provided,

(3) The new service has a contract term that exceeds the time remaining in the customer's initial contract term for Contract Offering No. 52, and,

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the customer's initial contract term for Contract Offering No. 52.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.52 Contract Offering No. 52 - Access Advantage Plus Transport Service - Three Year Term (Cont'd)

41.52.2 Contract Terms (Cont'd)

(M) A minimum of four DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the customer will have thirty days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four DS0 channel minimum. If the customer fails to connect the additional services during the thirty day period following notification, the Telephone Company considers Contract Offering No. 52 terminated. If Contract Offering No. 52 is terminated during the initial contract term, the termination charges described in 41.52.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(O) The AA+ Transport Service customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.52.1(B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.52 Contract Offering No. 52 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.52.3 Rate Regulations

(A) Types of Rate and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$200.00	$0	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

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41. [1]

[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 53 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

41. [1]

[1] See footnote (1) on page 41-450.

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41. [1]

[1] See footnote (1) on page 41-450.

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41. [1]

[1] See footnote (1) on page 41-450.

41. [1]

[1] See footnote (1) on page 41-450.

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41. Pricing Flexibility Contract Offerings

41.54 Contract Offering No. 54 - 2005 Access Extension Offer

41.54.1 General Description

(Nx) Contract Offer No. 54 - 2005 Access Extension Offer is an access discount plan for which subscription is required to the following access tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Nevada Bell Telephone Company Tariff F.C.C. No. 1, The Southern New England Telephone Company Tariff F.C.C. No. 39, and Pacific Bell Telephone Company Tariff F.C.C. No. 1. (Ameritech, Southwestern Bell Telephone Company, Nevada Bell Telephone Company, The Southern New England Telephone Company, and Pacific Bell Telephone Company shall be identified herein as the Qualified Companies). To be eligible for discounts under this Contract Offer, the Customer must meet the Eligibility Criteria set forth in Section 41.54.2 and also must comply with all terms and conditions of this Contract Offer. (Nx)

Contract Offer No. 54 requires eligible customers to establish and maintain a Total Revenue Commitment (TRC), as described in Section 41.54.6 following. The TRC shall include all Contributory Services purchased from the Qualified Companies eligible under this Contract Offer. Contributory Services include Contributory Subject Services, as listed in Section 41.54.5, Table 3, herein, in addition to Contributory Non-Subject Services (that are not Contributory Subject Services), as described in Section 41.54.5, Table 4, herein. Contributory Non-Subject Services shall not be eligible for discounts or other incentives provided under this Contract Offer. All Contributory Services described in Section 41.54.5 must be purchased through the SBC wholesale sales channel (SBC Industry Markets).

(x) Issued under Authority of Special Permission No. 05-037 of F.C.C.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 - 2005 Access Extension Offer (Cont'd)

41.54.2 Eligibility Criteria (Cont'd)

(Nx)

The following eligibility criteria must be met to subscribe to Contract Offer No. 54:

(A) Managed Value Plan (MVP) Subscription

(1) At the time of subscription to this Contract Offer, the Customer must have MVP agreements pursuant to

(a) SWBT Tariff F.C.C No. 73, Section 38; and
(b) Ameritech Tariff F.C.C. No. 2, Section 19; and
(c) Pacific Bell Tariff F.C.C. No. 1, Section 22. (Nx)

(2) The Customer must maintain eligibility under all MVP agreements until they expire.

(3) Such MVP agreements must all be expiring in 2005.

(B) Customer must have billed revenue from Contributory Services, as listed in Section 41.54.5, net of all discounts, credits, and adjustments equal to or greater than 86.6 percent of 2004 Gross Spend rounded to the nearest million times 7/12's as of August 1, 2005, or must buy up to that amount no later than 60 days after August 1, 2005 in order to qualify and remain qualified for Contract Offer No. 54.

(C) Concurrent Subscription (Nx)

The Customer must concurrently subscribe to the identical contract offer of Contract Offer No. 54 pursuant to the following tariffs:

(1) Ameritech Tariff F.C.C. No. 2, Section 22, Contract Offer No. 73
(2) Pacific Bell Tariff F.C.C. No. 1, Section 41, Contract Offer No. 65;
(3) Nevada Bell Tariff F.C.C. No. 1, Section 23, Contract Offer No. 4; and
(4) The Southern New England Telephone Company Tariff F.C.C. No. 39, Section 25, Contract Offer No. 18 (Nx)

(D) Discounts applied under Contract Offer No. 54 are applicable for services located in MSA's as listed in Tariff F.C.C. No. 73, Section 39.

(x) Issued under Authority of Special Permission No. 05-037 of F.C.C.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 - 2005 Access Extension Offer (Cont'd)

41.54.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) will begin when the Customer submits a Letter of Subscription (LOS) and will end on December 31, 2005.

(B) Terms and Conditions

(1) The Customer must establish and maintain a TRC as described in Section 41.54.6 following.

(2) Two (2) true-up periods will occur during the Term Period of this Contract Offer:

(a) The first true-up will include all billing with respect to periods from the time of subscription to Contract Offer No. 54, up to and including the final MVP true-up, and will take place no later than 30 days after the expiration of the Customer's final MVP regional contract, as described in 41.54.7 (A).

(b) The final true-up will include all billing with respect to periods from the first day following the expiration of the Customer's final MVP contract, up to and including December 31, 2005, and will take place no later then 30 days thereafter, as described in 41.54.7(B).

(3) MVP credits will continue to apply, if applicable, as described in F.C.C. No. 73, Section 38 until expiration of the MVP agreement. The MVP MATA process (as described in Section 38.3) will take place as part of the first true-up described in Section 41.54.7 herein.

(4) Contract Offer No. 54 is only available for subscription from August 4, 2005 through September 3, 2005.

(5) Any transfer of services from non-SBC wholesale entities/Access Customer Name Abbreviation (ACNA's) will require an equivalent increase in the TRC commitment based on the amount of revenue associated with the transferred services. The Customer's maximum Basic Credit Amount will not change as a result of the transfer.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 – 2005 Access Extension Offer (Cont'd)

41.54.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(6) Customer will be eligible to subscribe to contract offers in Section 41 (or any successor section) filed prior to (providing the subscription window is still open) or after Contract Offer No. 54, as long as such contract offers do not reduce the TRC under Contract Offer No. 54 and the Customer qualifies for and adheres to the terms, conditions and eligibility requirements of the contract offer. For any contract offer which states that subscribers under such contract offer are not eligible to combine such contract offer with other contract offers, the Customer will not be permitted to earn any Achievement Credits with respect to such purchases, except that for any contract offer that by its terms states that nonrecurring charges apply under such contract offer, the Customer will not be eligible to earn Basic or Achievement Credits associated with those nonrecurring charges.

(7) Terms and Conditions for Contributory Subject Services pursuant to other contract offers the Customer is currently subscribed to at the time of subscription to this Contract Offer shall continue to apply to those Contributory Subject Services covered under the other contract offers.

(8) Contributory Services continue to be governed by the respective terms and conditions (including MVP provisions with respect to services subject to MVP for so long as the Customer's MVP subscription remains in effect)as defined in Tariff F.C.C. No. 73, except as noted herein.

(9) The Customer must subscribe to the services available under this Contract Offer No. 54 in accordance with the regulations set forth in Section 5 – Ordering Options for Switched and Special Access Service.

(10)The Customer must submit a completed Letter of Subscription (LOS) to the Qualified Companies as described in 41.54.3(A).

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 - 2005 Access Extension Offer (Cont'd)

41.54.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(11) The Customer must maintain an Access Service Ratio, equal to or greater than 95 percent. The Access Service Ratio is defined in Section 41.54.4 and will be measured monthly.

(12) The Customer must remit bill payments as described in F.C.C. No. 73 Section 2.5 for all Contributory Services via electronic payment process. The Qualified Companies will provide Customer with written notice if customer fails to comply with the requirement. The Customer will have ten (10) business days from receipt of such written notice to comply. If the Customer does not comply, the Qualified Companies shall have the right to terminate this Contract Offer. In the event of termination by the Qualified Companies, termination liability charges as set forth in Section 41.54.11 will apply. Credits, if applicable, will not be issued until the Customer has paid all billed charges

(13) If the Customer discontinues service under Contract Offer No. 54 during the Term Period, termination liability charges will apply in accordance with Section 41.54.11.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 - 2005 Access Extension Offer (Cont'd)

41.54.4 Access Service Ratio

(A) As referenced in Section 41.54.3, the Customer and its affiliates must maintain an Access Service Ratio of 95 percent or greater. The ratio, calculated monthly, is the Access Revenue divided by Access Revenue plus Wholesale Revenue. To maintain compliance with this Contract Offer, the ratio must be greater than or equal to 95 percent.

The 95-percent ratio is calculated as follows:

$$\frac{\text{Access Revenue}}{\text{Access Revenue + Wholesale Revenue}}$$

(1) Access Revenue is the Customer's and its affiliates' current interstate recurring billed revenue associated with the rate elements, as defined in Table 1 below, or comparable interstate access services, from all Qualified Companies:

Table 1:

Service	General/Basic Description
Voice Grade	7.3.4 (A)
Generic Digital Transport (DS0), High Capacity (DS1 and DS3) Services	7.3.9 (A) & 7.3.10 (A) & 20.1
(1)	(1)
(1)	(1)
(1)	(1)

(2) Wholesale Revenue is the Customer's and its affiliates' recurring billed revenue for associated rate elements, as defined in Table 2 herein, from all Qualified Companies not included in the interstate or intrastate access tariff(s).

(1) Material previously contained in this section has been deleted. DSRS, GigaMAN, and OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 54 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 - 2005 Access Extension Offer (Cont'd)

41.54.4 Access Service Ratio (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

Table 2

Service Level	Associated Rate Elements Not Included in Interstate Tariff
Voice Grade/DS0	**2-wire analog and 2-wire digital loops 2-wire analog and digital transport**
DS1	**4-wire digital loop DS1 Entrance Facilities DS1 Interoffice Transport DS1 Cross Connects DS1 Multiplexing All DS1 non-tariffed Committed Information Rate Broadband Services**
DS3	**DS3 Loop DS3 Entrance Facilities DS3 Interoffice Transport DS3 Cross Connects DS1/DS3 Multiplexing All DS3 non-tariffed Committed Information Rate Broadband Services**
OC-3 OC-12 OC-48	**OC-3 Entrance Facilities OC-3 Interoffice Transport OC-3 Cross Connects OC-3 Multiplexing OC-12 Entrance Facility OC-12 Interoffice Transport OC-12 Cross Connects OC-12 Multiplexing OC-48 Entrance Facilities OC-48 Interoffice Transport OC-48 Cross Connects OC-48 Multiplexing All OCN equivalent non-tariffed Committed Information Rate Broadband Service**
Other Transport Products	**Dark Fiber - Interoffice Dark Fiber - Loop Dark Fiber - Subloop Dark Fiber Cross Connects Unbundled Dedicated Transport**

(3) As new rate elements are introduced to Table 1 in this section, all recurring revenues associated with the new rate elements will automatically be added to the Customer's Access Revenue, as defined in this section, for calculation of the Access Service Ratio.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 - 2005 Access Extension Offer (Cont'd)

41.54.4 Access Service Ratio (Cont'd)

(A) (Cont'd)

(4) As new rate elements are introduced to Table 2 in Section 41.54.4(A)(2), all recurring revenues associated with the new rate elements will automatically be added to the Customer's Annual Wholesale Revenue, as defined in Section 41.54.4(A)(1)preceding, for calculation of the Access Service Ratio.

(5)If the Customer fails to meet the Access Service Ratio in any given month of the Term Period, upon notification from the Qualified Companies, the Customer will have ten (10) business days to notify the Qualified Companies in writing that it will meet or exceed the 95-percent Access Service ratio within 60 days. Failure to achieve compliance in 60 days will constitute a default and Qualified Companies shall have the right to terminate Contract Offer No. 54. In the event of a termination by Qualified Companies, termination liability charges will apply as set forth in Section 41.54.11 following.

Credits will not be issued until the Customer has met the 95 percent Access Service Ratio.

41.54.5 Contributory Services
The TRC shall include all Contributory Services purchased from the Qualified Companies eligible under this Contract Offer. Contributory Services include Contributory Subject Services, as listed in Section 41.54.5, Table 3, herein, in addition to Contributory Non-Subject Services (that are not Contributory Subject Services), as described in Section 41.54.5, Table 4, herein.

Contributory Subject Services and Contributory Non-Subject Services shall together be known as Contributory Services. Customer's TRC includes revenue from all Contributory Services being provided by the Qualified Companies, as listed in Table 3 and 4 below.

Any new Special Access services added to the respective tariffs by Qualified Companies during the Term Period will qualify as Contributory Services and will be deemed to be added to the tables below.

(A) Contributory Subject Services
Contract Offer No. 54 applies to pricing flexibility qualified access services (referred to as Contributory Subject Services) located in pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Tariff F.C.C. No. 73, Section 39. Contributory Subject Services are eligible for discounts and credits under this Contract Offer and are listed in Table 3.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 – 2005 Access Extension Offer (Cont'd)

41.54.5 Contributory Services (Cont'd)

(B) Contributory Non-Subject Services

Contributory Non-Subject Services (that are not Contributory Subject Services) shall not be eligible for discounts or other incentives provided under this Contract Offer and are listed in Table 4.

Table 3 – Contributory Subject Services

Contributory Subject Services	
Interstate Special Access	VG,DS0,DS1, DS3, [1], [1], SRAS, STN, FGTS, BCS, [1], [1], DAL, Program Audio, Video
Interstate Switched Transport	Entrance Facility, Direct Transport
Includes Recurring and Non-Recurring Charges (including termination charges) associated with the products listed where applicable, except as described in Section 41.54.6 following, for all services located in Pricing Flexibility MSA's.	

Table 4 – Contributory Non-Subject Services

Contributory Non-Subject Services	
Interstate Special Access	VG,DS0,DS1, DS3, [1], [1], SRAS, STN, FGTS, BCS, [1], [1], [1], DAL, Program Audio, Video
Interstate Switched Transport	Entrance Facility, Direct Transport
Intrastate Special Access	Equivalent services as Interstate Special Access above if available
Includes all Recurring and Non-Recurring Charges (including termination charges) associated with the products listed where applicable, except as described in Section 41.54.6 following, for all non-price flex qualified services.	

All Terms and Conditions for all Contributory Services are governed by their respective tariff sections.

[1] See footnote (1) on page 41-460.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 - 2005 Access Extension Offer (Cont'd)

41.54.6 Calculation of the Total Revenue Commitment (TRC)

The Customer must establish and maintain a Total Revenue Commitment (TRC) as provided in this Contract Offer. Upon subscription, the Customer TRC will be established based on billed revenue from Contributory Services, as listed in Section 41.54.5, net of all discounts, credits, and adjustments as specified in Section 41.54.6(B)(1)(b)equal to 86.6 percent of 2004 Gross Spend rounded to the nearest million times 5/12's.

Example: Customer's 2004 Gross Spend equals $121.3M. 86.6 percent of $121.3M equals $105M (rounded to the nearest million). 5/12's of $105M equals $43.75M TRC.

$121.3M * 86.6% = $105M/12 = $8.75M * 5 = $43.75M

(A) Gross Spend, as defined in 41.54.6(A)(1),(2),(3),(4),(5), and (6) is calculated by taking the sum of all of the purchases from the Qualified Companies, as described in Section 41.54.5 preceding, based on billed revenue. The Gross Spend is net of all discounts from existing optional payment plans or other tariffs or offers utilized by the Customer as of the date of subscription to this Contract Offer, any renewals, replacements or extensions of the foregoing, and any underlying tariff performance credits, but does not include discounts received under MVP (MARC or SLA credits).

(1) Interstate Special Access recurring charges billed to the Customer associated with services described in Section 41.54.5 Table 3 and 4 preceding.

(2) Interstate Special Access non-recurring charges billed to the Customer (including, but not limited to, items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges) except as noted in 41.54.6(A)(6).

(3) Intrastate Special Access recurring charges billed to the Customer associated with services described in Section 41.54.5 Table 4 preceding.

(4) Intrastate Special Access non-recurring charges billed to the Customer (including, but not limited to, items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges) except as noted in 41.54.6(A)(6) below.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 - 2005 Access Extension Offer (Cont'd)

41.54.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(A) (Cont'd)

(5) Interstate Switched Access Dedicated Transport recurring and non-recurring charges (including, but not limited to, items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges) billed to the Customer for rate elements in Table 5 below.

Table 5

Service	General Basic Description
Entrance Facilities	Section 6.5.1(A)
Direct Trunk Transport	Section 6.5.1(B)

(6) Non-recurring charges detailed in 41.54.6(A)(2),(4), and (5) above exclude Special Construction and unregulated time and materials charges (e.g. Inside Wire, Custom Work Orders, etc.)

(B) Application of Credits

The Customer is eligible to receive two (2) types of credits under this Contract Offer.

(1) Basic Credit

The Basic Credit is equal to the difference between the TRC and the purchase of Contributory Services, up to 148.9 percent of the TRC (rounded to the nearest million). The Customer will receive Basic Credits on Contributory Subject Services.

(a) Calculation of the Basic Credit. To determine the amount of Basic Credit the Customer can achieve, the TRC is multiplied by 148.9 percent. This amount less the TRC will equal the potential eligible Basic Credit rounded to the nearest million. If qualified, award of Basic Credit under this Contract Offer shall satisfy the Qualified Companies' Basic Credit obligations.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 - 2005 Access Extension Offer (Cont'd)

41.54.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credit (Cont'd)

(a) (Cont'd)

Example:

The Customer has 2004 Gross Spend of $121.3M. 86.6 percent of 2004 Gross Spend equals $105M rounded to the nearest million.

The TRC is equal to 5/12's of $105M.
5/12's of $105M equals $43.75M

The eligible total Basic Credit available is;

$43.75 * 148.9% = $65.14M
$65.14M - $43.75M = $21M eligible Basic Credits rounded to the nearest million.

(b) The following credits issued to the Customer associated with the Contributory Services covered under the TRC (MVP Commitment credits, MVP SLA credits, and credit received under the first true-up attributable to this Contract Offer) but not including any discounts or credits described in 41.54.6(B)(1)(c) below, will be used by the Qualified Companies to satisfy any applicable Basic and Achievement Credit obligations under this Contract Offer.

Example:

The Customer has TRC of $43.75M. The Customer achieves 148.9 percent of TRC equal to $65.14M. The Customer has received, or is entitled to receive, a total of $7M in MVP Commitment Credits and $2M in MVP SLA Credits for a total of $9M in credits unrelated to this Contract Offer.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 - 2005 Access Extension Offer (Cont'd)

41.54.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credit (Cont'd)

(b) (Cont'd)

Table 6

2004 Gross Spend calculated as described above	86.6 percent of 2004 Gross Spend (rounded)	TRC = 5/12's of 86.6 percent 2004 Gross Spend	148.9 percent of TRC as described above (rounded)
$121.3M	$105M	$43.75M	$65.14M

Qualified Companies' Basic Credit obligations to the Customer in the amount of $21M ($65.14M - $43.75M, rounded to the nearest million) under Contract Offer No. 54, as described in Table 6, will be satisfied by the $9M in non-contract related credits acquired by the Customer under MVP and MVP SLA, and $12M in Basic Credits paid related to this Contract Offer. This amount will be determined at the final true-up period once all other credits have been applied accordingly.

(c) MVP Commitment credits applicable to periods prior to 2005, MVP SLA credits applicable to periods prior to 2005, or other credits applicable to periods prior to 2005, other discounts from optional payment plans or other tariffs or offers utilized by the Customer as of the date of subscription to this Contract Offer, any renewals, replacements, or extensions of the foregoing, and any underlying tariff performance credits (other than MVP SLA credits) will not be used to satisfy any applicable Basic or Achievement Credit Obligations under this Contract Offer.

The Customer will not pay less than the TRC for the Term Period, except as described in Section 41.54.8 following. If the Customer does not achieve the TRC through the purchase of Contributory Services as of December 31, 2005, the Customer will be required to pay the deficiency.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 - 2005 Access Extension Offer (Cont'd)

41.54.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credit (Cont'd)

(c) (Cont'd)

Basic Credits shall be calculated and awarded on an aggregate basis across the Qualified Companies. If qualified for a Basic Credit, an award of Basic Credit under this Contract Offer shall satisfy any Basic Credit obligations of the other Qualified Companies under the tariff offerings listed in Section 41.54.2(C), and an award of Basic Credit under such other contract offers shall satisfy any Basic Credit obligations under this Contract Offer No. 54.

The total Basic Credit will be increased dollar for dollar to the extent that any amount by which Gross Spend during the Term Period exceeds 148.9 percent of the TRC is attributable to increases in tariff rates effective after March 31, 2005.

Example:

Customer's Gross Spend increased $10M due to applicable tariff rate increases after March 31, 2005.

Customer exceeds 148.9% of TRC by $30M.

Of the $30M, $10M is added to Basic Credit
$20M would receive Achievement Credit equal 17%

(2) Achievement Credits

Achievement Credits are those credits the Customer will receive based on purchases of Contributory Subject Services above 148.9 percent of the TRC.

(a) Achievement Credits are applied to purchase of services as described in Section 41.54.5 in excess of 148.9 percent of the TRC. The amount of applicable credit will be determined based on the amount of Gross Spend above the TRC as defined in Section 41.54.6 preceding, measured at the final true-up period described in Section 41.54.7 below. The Customer will receive a discount on Contributory Subject Services equal to 17 percent of total revenue above 148.9 percent of the TRC.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 - 2005 Access Extension Offer (Cont'd)

41.54.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(2) Achievement Credits (Cont'd)

(a) (Cont'd)

Achievement Credits shall be calculated and awarded on an aggregate basis across the Qualified Companies. If qualified, award of Achievement Credit under this Contract Offer shall satisfy the Qualified Companies' Achievement Credit obligations.

Example:

The Customer has TRC of $43.75M. The Customer achieves 155 percent of TRC equal to $67.8M. The Customer will receive $21M in Basic Credits as described above, and the Customer will receive $452K in Achievement Credits calculated as follows:

($67.8M minus (TRC x 148.9%)) x 17%

$67.8M - $65.14M ($43.75M x 148.9%) = $2.66M
$2.66M x 17% = $452K (Achievement Credits).

Table 7

148.9% of TRC	$65.14M
Gross Spend Achievement during Term Period (GSA)	$67.8M
Difference between 148.9% of TRC and GSA	$2.66M
Credit due for billed revenue above 148.9% of TRC X 17%	$452K

The Customer receives $21M in Basic Credits plus $452K in Achievement Credits for total credits of $21.452M as described in Table 7.

(3) Transfer of Qualified Services

(a) Any transfer of services from non-SBC wholesale entities/ACNA's will require an equivalent increase in the TRC based on the amount of revenue associated with the transferred services. The Customer's maximum Basic Credit will not change as a result of the transfer.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 - 2005 Access Extension Offer (Cont'd)

41.54.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(3) Transfer of Qualified Services (Cont'd)

(a) (Cont'd)

Example: Customer has a TRC of $43.75M and is eligible to earn up to a maximum of $21M in Basic Credits. Customer transfers $10M of services from a non-SBC wholesale entity. The Customer's new TRC will be $53.75M ($43.75M plus $10M = $53.75M). The Customer's maximum Basic Credit ($21M) will not change as a result of the transfer.

41.54.7 True-up Process

To determine TRC achievement, two true-up calculations will be performed as follows:

(A) First True Up - At the expiration of the final regional MVP agreement, the minimum required revenue will be based on the TRC proportionately divided between the months of 2005 in whole or in part under MVP and the months of 2005 not under MVP plus 7/12's of 86.6 percent of 2004 Gross Spend as described in Section 41.54.2 preceding.

Example 1: MVP expires 8/31/05. The Customer must meet a minimum of 1/5 of $43.75M TRC which is equivalent to $8.75M plus 7/12's of 86.6 percent of 2004 Gross Spend as described in Section 41.54.2 preceding.

Example 2: MVP agreements expire 8/31/05 and 10/31/05. The Customer must meet a minimum of 3/5's of $43.75M TRC which is equivalent to $26.25M plus 7/12's of 86.6% of 2004 Gross Spend as described in Section 41.54.2 preceding.

If the Customer's purchase of Contributory Services, after all credits as described above, is greater than the minimum required revenue at time of true-up, the Customer will receive a Basic Credit equivalent to revenue above the minimum required revenue amount.

If the Customer's purchase of Contributory Services, after all credits as described above, is below the minimum required revenue at the time of true-up, the Customer will be billed the amount required to meet the minimum revenue amount and will pay such bill pursuant to Section 41.54.7 (D)

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 - 2005 Access Extension Offer (Cont'd)

41.54.7 True-up Process (Cont'd)

(B) Final True Up - On December 31, 2005, calculation of final TRC achievement will be made to determine any eligible Basic or Achievement credits.

If the Customer's purchase of Contributory Services, after all credits as described above, is greater than the TRC required at time of true-up, the Customer will receive a Basic Credit against Contributory Subject Services equal to the amount above the TRC not to exceed the amount outlined in Section 41.54.6(B) preceding.

Example 3: The Customer's TRC is $43.75M.
The Customer's purchase of Contributory Services is $54M
The Customer will receive Basic Credit equal to $11.75M

If the Customer's purchase of Contributory Services, after all credits as described above, is below the TRC at the time of the final true-up, the Customer will be billed the amount required to meet the TRC amount and will pay such charge pursuant to Section 41.54.7 (D).

Example 4: The Customer's TRC is $43.75M.
The Customer's purchase of Contributory Services is $38.75M
The Customer must pay $5M.

If the Customer's purchase of Contributory Services, after all credits as described above, is greater than 148.9 percent of the TRC, the Customer will receive a Basic Credit against Contributory Subject Services equal to the difference between the TRC and 148.9 percent of TRC, and an Achievement Credit against Contributory Subject Services equal to a 17 percent discount on services above 148.9 percent of TRC.

Example 5: The Customer's TRC is $43.75M.
The Customer's purchase of Contributory Services is $67.8M.
The Customer receives $21M in Basic Credits and $452K in Achievement credits.

(C) If, at the time of final true-up the Qualified Companies owe the Customer a Basic Credit amount as described above, the credit will be applied to the Customer's bill no later then 30 days after the final true-up date.

(D) If, at the time of true-up, the Customer must buy-up to meet the TRC as described above, payment must be submitted to the Qualified Companies no later than 30 days after the true-up date.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 - 2005 Access Extension Offer (Cont'd)

41.54.8 Service Level Agreement (SLA)

The Qualified Companies will calculate the MVP SLA 1 performance measurement point value and the SLA 2 performance measurement, as described in F.C.C. No. 73 Section 38.3.(G), as if it were applicable for the full 2005 calendar year. The Qualified Companies will calculate the MVP SLA 1 performance measurement point value and the SLA2 performance measurement, as described in F.C.C. 73 Section 38.3.(G), as if it were applicable for the full 2004 calendar year. No credits will be rendered with respect to 2005 based on these calculations, but if these calculations show that the Qualified Companies would have paid out a higher amount under the MVP SLAs in calendar year 2005 (if the Customer had been eligible to receive credits under the MVP SLAs through calendar year 2005) than what the Qualified Companies would have paid out under the MVP SLAs in calendar year 2004, the Qualified Companies will determine the difference between what the Qualified Companies paid out under MVP SLA in calendar year 2004 versus what the Customer would have been eligible to receive under MVP SLA if MVP extended through calendar year 2005. If the MVP SLA credit amount the Qualified Companies would have paid out for calendar year 2005 is greater than the MVP SLA credit amount paid out for calendar year 2004, then the MVP SLA credit amount the Customer received in calendar year 2004 will be subtracted from the amount of MVP SLA credit the Customer would have qualified for in calendar year 2005 and, if a positive number, the amount of any difference, less any impact based on an MVP MARC increase, will be deducted from the Customer's TRC.

Any credits due to the Customer resulting from any deduction to the TRC under this section will be determined and applied after the December 31, 2005 true-up process is finalized.

Example A: MVP calendar year 2005 effective SLA credit would be greater than MVP calendar year 2004 SLA credit

The Customer MVP MARC = $30M (with MVP term agreement expiration August 31, 2005)

MVP calendar year 2004 total SLA credit = 1%

$30M * 1% = $300K total SLA credit received by the Customer in calendar year 2004

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 - 2005 Access Extension Offer (Cont'd)

41.54.8 Service Level Agreement (SLA) (Cont'd)

Example A: (Cont'd)

MVP calendar year 2005 effective SLA credit the Customer would have received if MVP extended through December 31, 2005 = 2%.

$30M * 2% = $600K total SLA credit the Customer would have received in calendar year 2005.

MVP calendar year 2005 effective SLA credit ($600K) minus MVP calendar year 2004 credit ($300K) = $300K.

The Customer qualifies for a $300K SLA credit to be applied to the Customer TRC.

$105M - $300K = $104.7M (new TRC).

Example B: MVP calendar year 2005 effective SLA credit is less than or equal to MVP calendar year 2004 SLA credit.

The Customer MVP MARC = $30M (with MVP term agreement expiration August 31, 2005).

MVP calendar year 2004 total SLA credit = 1%.

$30M * 1% = $300K total SLA credit received by the Customer in 2004.

MVP calendar year 2005 effective SLA credit the Customer would have received if MVP extended through December 31, 2005 = 1%.

$30M * 1% = $300K effective SLA credit the Customer would have received in 2005.

MVP plan year 2005 effective SLA credit ($300K) minus MVP plan year 2004 SLA credit ($300K) = $0.

The Customer does not qualify for any additional SLA credits toward its TRC.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 - 2005 Access Extension Offer (Cont'd)

41.54.9 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 54 pursuant to F.C.C. No. 73, Section 2.2.1. of this Tariff, the Qualified Companies will acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 73, Section 2.2.1., unless:

(A) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (1) or (2) below, or

(B) if the proposed assignee or transferee or its parent company has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(1) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50 percent 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.

(2) The proposed assignee or transferee 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 "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 – 2005 Access Extension Offer (Cont'd)

41.54.10 Mergers and Acquisitions

The terms and conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all 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 any services that are Contributory Services under this Contract Offer No. 54 from the Qualified Companies, the Contributory Services as provided for in this Contract Offer will continue to be maintained at the same volume, rates, 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.

The terms and conditions of Section 41.54.9 above do not apply when the merger or acquisition occurs in accordance with the provisions outlined in this section 41.54.10.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 - 2005 Access Extension Offer (Cont'd)

41.54.11 Termination Liability Charges

Termination liability language described below applies in lieu of the termination liability language in F.C.C. No. 73, Section 7. If the Customer terminates Contract Offer No. 54 before the expiration of the Term Period for any reason whatsoever, the Customer must pay the Qualified Companies' termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 90 days prior to the desired date of termination to the Qualified Companies. This notification must include the date upon which the Customer will terminate the Contract Offer.

If the Customer fails to meet any of the eligibility criteria in Section 41.54.2, or fails to meet any of the Terms and Conditions in Contract Offer No 54, then the Qualified Companies shall provide the Customer with written notification of such non-compliance and the Customer will have sixty (60) days to return to compliance. If the Customer does not return to compliance within such time period, the Customer will be deemed to have terminated its participation in Contract Offer No. 54 and termination liability charges will apply as stated below and will be payable within thirty 30 days from the time the contract is deemed terminated.

If the Customer terminates its subscription to this Contract Offer prior to September 30, 2005, the Customer must pay termination liability charges in an amount equivalent to a prorated portion of the TRC based upon the remaining months of the TRC as shown below:

(A) Example:

The Customer's TRC is $43.75M. The Customer terminates the contract on August 31, 2005. The Customer has 4 months remaining on the contract term and will owe $35M in termination liability

$43.75M/5 * 4 = $35M = in termination liability

If the Customer terminates its subscription to this Contract Offer after September 30, 2005, the Customer must pay termination liability charges in an amount equivalent to a prorated portion of the TRC commitment based upon the remaining months of 2005, as well as any credits received under this Contract Offer.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.54 Contract Offering No. 54 – 2005 Access Extension Offer (Cont'd)

41.54.11 Termination Liability Charges (Cont'd)

(B) Example:

The Customer's TRC is $43.75M. The Customer terminates the contract on October 31, 2005. The Customer has 2 months remaining on the contract term and has received $5M in the first true-up under this Contract Offer.

$43.75M/5 * 2 = $17.5M plus
$5M in first true-up

$17.5M + $5M = $22.5M in termination liability

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41. [1]

[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 55 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

41. [1]

[1] See footnote (1) on page 41-478.

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41. [1]

[1] See footnote (1) on page 41-478.

41. [1]

[1] See footnote (1) on page 41-478.

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41. Pricing Flexibility Contract Offerings

41.56 Contract Offer No. 56 - STN Service Offer

41.56.1 General Description

Contract Offer No. 56 - STN Service Offer is an access discount pricing plan that provides the Customer with discounted rates for new and existing access services. Qualified services under Contract Offer No. 56 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA), as described in Section 41.56.2 (A). Contract Offer No. 56 is available for subscription August 23, 2005 through September 23, 2005. This Contract Offer is not renewable.

All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, except as noted herein.

41.56.2 Eligibility Criteria

The following eligibility criteria must be met for pricing flexibility qualified services (hereafter referred to as Subject Services) to be provided under this Contract Offer:

(A) The Subject Services must be located in the following Pricing Flexibility MSA: Springfield, MO;

(B) Subject Services must be provided in SWBT Tariff F.C.C. No. 73, Section 39.5.2.11 Self Healing Transport Network (STN); and

(C) The Customer’s existing STN services must be configured as follows:

(1) One DTL Volume Option (VO) 24 Basic Configuration with 3 nodes; and
(2) Ten miles of Transport.

41.56.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years, commencing on the execution date of the Letter of Subscription.

Upon the expiration of the Term Period, the Subject Services provided under this Contract Offer will be subsequently provided under the prevailing applicable monthly extension rates found in SWBT Tariff F.C.C No. 73, Section 39.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.56 Contract Offer No. 56 - STN Service Offer (Cont'd)

41.56.3 Terms and Conditions (Cont'd)

(A) Contract Subscription

(1) This Contract Offer is available for subscription August 23, 2005 through September 23, 2005.

(2) To subscribe to this Contract Offer, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(B) General

(1) The Customer must renew existing Subject Services for a new sixty (60) month minimum period.

(2) If the Customer should discontinue service under this Contract Offer during the first forty-eight (48) months of the Term Period, a termination charge will apply in accordance with Section 41.56.7 for the discontinued services. Services discontinued in the final twelve (12) months of the Term Period will not be subject to a termination charge.

(3) Commingling, as defined in SWBT F.C.C. No. 73, Section 2.6 of Subject Services under this Contract Offer, is prohibited.

(4) The Customer may not include Subject Services provided under this Contract Offer in any other promotional tariff, contract offer, or other discount plan concurrently with this Contract Offer.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.56 Contract Offer No. 56 – STN Service Offer (Cont'd)

41.56.4 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to SWBT Tariff F.C.C. No. 73, Section 2.2.1, the Telephone Company will acknowledge such transfer or assignment if the criteria in Section 2.2.1 are met, unless (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) 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 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 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 "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

41.56.5 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all 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, 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.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.56 Contract Offer No. 56 - STN Service Offer (Cont'd)

41.56.6 Rates and Charges

The Customer must pay the following Monthly Recurring Charge (MRC) for each rate element that comprises the Subject Services provided under this Contract Offer.

Rate Elements	**Applicable USOC**	**MRC**
STN DTL Volume Option 24		$12,000.00
Basic Configuration	SHKBX	No charge
Transport	1T5QS	No charge
OC-12 Optical Interface	SBW3E	No charge
OC-3 Optical Interfaces	SBW3C	No charge
Additional DTL	SH3BX	$500.00
DS1 Optical Interfaces	SBW5A	$20.00

Any rate elements not described herein will be subject to the applicable rates and charges outlined in SWBT Tariff F.C.C. No. 73, Section 39.

41.56.7 Termination Liability

The termination liability language contained below applies in lieu of the termination liability language described in SWBT Tariff F.C.C. No. 73, Section 19. If during the first forty-eight (48) months of the Term Period the Customer requests termination of this Contract Offer, or requests termination of individual Subject Services provided under this Contract Offer, or is not in compliance with the Terms and Conditions of this Contract Offer, the Customer will be liable for a termination charge. Services discontinued in the final twelve (12) months of the Term Period will not be subject to a termination charge. This charge shall become due as of the effective date of the termination and is payable within 30 days of the billing invoice date.

The termination charge shall be equal to 50% of the recurring charges for the balance of the Term Period and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (months remaining in Term Period) multiplied by (termination liability percentage of 50%) = Termination Charge

Example: Customer has $200,000 in recurring charges. If the service is terminated after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month Term Period, the termination charge would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Charge

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.57 Contract Offer No. 57 - DS3 Service Offer

41.57.1 General Description

DS3 Service Offer (Contract Offer No. 57) is an access discount plan that offers Services located in the Phase 1 and Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs)listed in Section 41.57.2(A), herein, to pay the rates described in Section 41.57.7, herein, for one (1) new DS3 special access service upon subscription to this Contract Offer. The Customer must meet the eligibility criteria as set forth in Section 41.57.2, and also must comply with the Terms and Conditions set forth in Section 22.57.3

Contract Offer No. 57 is only available from August 23, 2005 through September 23, 2005.

41.57.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive discounts under Contract Offer No. 57:

(1) Service must be a pricing-flexibility-qualified DS3 access service with at least 12 miles, as described in Section 41.57.7(A);

(2) Service must be in one of the following Pricing Flexibility MSAs only: Kansas City, KS and Kansas City, MO;

(3) The Customer must provide documentation that an equivalent Subject Service is currently provided or can be provided, by another carrier other than the Telephone Company. Documentation may include, but is not limited to, circuit detail records, invoices or service proposals.

(B) Contract Offer No. 57 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) High Capacity Service (DS3)- Southwestern Bell Telephone Company Tariff F.C.C. No 73, Section 7.3.10 for Phase 1 and Section 39.5.2.7 for Phase 2 MSA's.

All terms and conditions for the Subject Services listed above are governed by their respective tariff sections except as noted herein.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.57 Contract Offer No. 57 - DS3 Service Offer (Cont'd)

41.57.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is three (3) years commencing on the date the Telephone Company receives the Letter of Subscription.

Upon the expiration of the Term Period, the Subject Services provided under this Contract Offer will be subsequently provided under the prevailing applicable monthly extension rates found in SWBT Tariff F.C.C No. 73, Section 39.

Rate stability under this Contract Offer applies only to the rates specific to Contract Offer No. 57. Purchase of the services listed above under Contract Offer No. 57 is also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering Options for Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such rates and charges may be modified through the filing of tariff revisions at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in Contract Offer No 57.

(B) Terms and Conditions

(1) Contract Offer No. 57 is available only from August 23, 2005 through September 23, 2005;

(2) To subscribe to Contract offer No. 57, the Customer must submit a Letter of Subscription to the Telephone Company;

(3) If the Customer should discontinue service under Contract Offer No. 57 during the Term Period, termination liability charges will apply in accordance with Section 41.57.8;

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.57 Contract Offer No. 57 - DS3 Service Offer (Cont'd)

41.57.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(4) If the Customer requests modifications to the Contract Offer No. 57 network design, originally constructed for the Customer under Contract Offer 57, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(5) The Customer is limited to the purchase of one (1) DS3 special access service under this Contract Offer.

(6) The DS3 Subject Services are limited to Channel Termination, Channel Mileage Fixed, Channel Mileage Variable per mile and DS3 Multiplexer rate elements only.

(7) The Customer cannot subscribe to, or include, Subject Services subscribed to from any other Contract Offer;

(8) Subject Services under this Contract Offer will not be eligible for additional discounts under the Managed Value Plan (MVP) offering in Section 38;

(9) Commingling, as defined in SWBT F.C.C. No. 73, Section 2.6 of Subject Services under this Contract Offer, is prohibited.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.57 Contract Offer No. 57 - DS3 Service Offer (Cont'd)

41.57.4 Portability of Existing Subject Services

The Telephone Company will waive termination liability charges issued under this Contract Offer for moves and/or disconnection of Subject Services after services have been in service for a period of one (1) year, provided that the Customer complies with the Terms and Conditions of this Contract offer, including but not limited to, Sections 41.57.2 and 41.57.3. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis. To receive the credits or a waiver of termination liability charges for such moves and/or disconnects, the following conditions must be met:

(1) The Customer must be in compliance with all Terms and Conditions of this Contract Offer;

(2) The Customer must be current on billing for existing services within 60 days of exercising this option; and

(3) DS3 services must have been in service for a minimum of one (1) year from the original installation date.

41.57.5 Assignment and Transfer

(A) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 57 pursuant to F.C.C. No. 73, Section 2.2.1 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 73, Section 2.2.1 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) 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).

(1) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 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.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.57 Contract Offer No. 57 – DS3 Service Offer (Cont'd)

41.57.5 Assignment and Transfer (Cont'd)

(A) (Cont'd)

(2) The proposed assignee or transferee 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:

(a) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or
(b) "high risk" in a Paydex score as published by Dun and Bradstreet.

41.57.6 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all 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, 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.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.57 Contract Offer No. 57 - DS3 Service Offer (Cont'd)

41.57.7 Rates and Charges

(A) DS3 Rates:
Customer shall pay the following Monthly Recurring Charge (MRC) for the Rate Elements as described below. Unless noted otherwise rates are inclusive for all zones.

Rate Elements	**Applicable USOC**	**MRC**
Channel Termination	TUZPX	$1,000.00
Interoffice Mileage- Fixed	10XHX/10XLX	$412.00
Channel Mileage - per Mile	1J5HS/1HXLS	$40.00
Multiplexing DS3 to DS1	MKM	$425.00

(B) Any rate elements not described herein will continue to be billed at tariff rates as described in Metropolitan Statistical Area (MSA) Section 39 or Special Access Service Section 7.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.57 Contract Offer No. 57 - DS3 Service Offer (Cont'd)

41.57.8 Termination Liability

If the Customer terminates Contract Offer No. 57 or individual Subject Services included under this Contract Offer, the termination liability language contained below applies in lieu of the termination liability language described in Section 7. The Customer must pay to the Telephone Company termination liability charges as described below if the Customer terminates this Contract Offer before the completion of the Term Period for any reason, or if the Customer is not in compliance with the Terms and Conditions in Section 41.57.3. These charges shall become due as of the effective date of the termination, and are payable within 30 days of the invoice date.

The Customer's termination liability charges for termination of service shall be equal to 50% of all monthly recurring charges for the balance of the Customer's three (3) year Term Period, and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 50%).

Example: Customer has $200,000 in Monthly Recurring Charges. If Customer terminates service after twenty-four (24) months and has twelve (12) months remaining in a thirty-six (36) month term period, then the termination liability would be calculated as:

$200,000 X 12 months X 50% = $1,200,000 Termination Liability

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41. Pricing Flexibility Contract Offerings

41.58 Contract Offer No. 58 - Special Access Service Offer

41.58.1 General Description

Special Access Service Offer (Contract Offer No. 58) is an access discount pricing plan for which subscription is required to the following Access Tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Southwestern Bell Telephone Company (SWBT)Tariff F.C.C. No. 73, and The Southern New England Telephone Company (SNET) Tariff F.C.C. No. 39. Contract Offer No. 58 is available to any Customer with at least $12.0 million in cumulative annual recurring revenue for Contributory Services, as defined in Section 41.58.2(C) and 41.58.4(C). The Customer must meet the Eligibility Criteria set forth in Section 41.58.2 and also must comply with all terms and conditions of this Contract Offer.

Contract Offer No. 58 requires the Customer to establish and maintain a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year Term Period, as defined in Section 41.58.4(A). The MARC shall include all Contributory Services purchased from the Telephone Company or its affiliates available under this Contract Offer. Contributory Services include Contributory Subject Services, as described in Section 41.58.2(C), herein, in addition to the following Contributory Non-Subject Services (that are not Contributory Subject Services) : [1], [1], and [1] services. Contributory Non-Subject Services are not eligible for discounts or other incentives provided under this Contract Offer. All Contributory Services described above must be purchased through the SBC wholesale sales channel (SBC Industry Markets). Any [1] and [1] Contributory Services shall be provided pursuant to agreements and/or contracts. Such agreements and/or contracts shall be available for review at the website established to make public any agreements for these services. Customers may reference https://primeaccess.att.com.

In the event the Customer does not meet its MARC as of each Anniversary Date of the Term Period, the Customer must remit the shortfall payment via the Annual True-Up process set forth in Section 41.58.4(E). Notwithstanding the obligation to pay such shortfall payment, if the Customer does not comply with all terms and conditions of this Contract Offer (exclusive of the terms and conditions of non-tariffed agreements referenced herein), termination liability charges, in accordance with Section 41.58.11, shall apply. Contract Offer No. 58 will only be available September 7, 2005 through October 7, 2005.

[1] Material previously contained in this section has been deleted. DSRS, GigaMAN, MON, and OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 58 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. Pricing Flexibility Contract Offerings

41.58 Contract Offer No. 58 - Special Access Service Offer

41.58.1 General Description (Cont'd)

In the event the Customer does not meet its MARC as of each Anniversary Date of the Term Period, the Customer must remit the shortfall payment via the Annual True-Up process set forth in Section 41.58.4(E). In addition to the obligation to pay such shortfall payment, if the Customer does not comply with all terms and conditions of this Contract Offer (exclusive of terms and conditions of non-tariffed agreements referenced herein), termination liability charges, in accordance with Section 41.58.9, shall apply. Contract Offer No. 58 will be available for subscription from September 7, 2005 through October 7, 2005.

41.58.2 Eligibility Criteria

(A) The Customer must meet the following Eligibility Criteria to subscribe to Contract Offer No. 58, and must continue to meet the Eligibility Criteria as described below throughout the Term Period of this Contract Offer:

(1) Contract Offer No. 58 is available for services located in the following pricing flexibility Metropolitan Statistical Areas (MSAs): Little Rock, Fort Smith, Memphis, AR; Topeka, Kansas City, Wichita, KS; Lawton, Oklahoma City, Tulsa, OK; St. Joseph, Springfield, Joplin, Kansas City, St. Louis, MO; Abilene, Amarillo, Corpus Christi, Longview-Marshall, Lubbock, Midland, Austin-San Marcos, Brownsville-Harlingen, Dallas/Ft. Worth, Houston, McAllen/Edinburg, San Antonio, Tyler, Waco, Wichita Falls, TX.

If the Telephone Company receives pricing flexibility relief in additional MSAs, any eligible Subject Services that the Telephone Company provides to the Customer pursuant to this Contract Offer available in those additional MSAs may, at the Customer's option, be included in this Contract Offer, beginning with the first year after the Telephone Company receives pricing flexibility in those additional MSAs; provided that the MARC increases to reflect the recurring annual revenues associated with the additional Contributory Subject Services, as described in Section 41.58.4;

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41. Pricing Flexibility Contract Offerings

41.58 Contract Offer No. 58 – Special Access Service Offer

41.58.2 Eligibility Criteria (Cont'd)

(A) (Cont'd) (Nx)

(2) The Customer's first year MARC shall be $12.0 million in cumulative annual recurring revenue for Contributory Services in the following SBC Companies: Ameritech, PBTC, SWBT, and SNET. Other Contributory Services may be provided by other SBC companies; (Nx)

(3) The Customer cannot subscribe to Contract Offer No. 58 concurrently with SBC's MVP Offering in Section 38;

(B) Concurrent Subscription (Nx)

The Customer must concurrently subscribe to the identical Contract Offer of Contract Offer No. 58, pursuant to the following tariffs:

(1) Ameritech Tariff F.C.C. No. 2, Section 22, Contract Offer No. 79;
(2) PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No .70, and
(3) SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 20. (Nx)

(x) Issued under Authority of Special Permission No. 05-041 of F.C.C.

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41. Pricing Flexibility Contract Offerings

41.58 Contract Offer No. 58 – Special Access Service Offer

41.58.2 Eligibility Criteria (Cont'd)

(C) Contributory Subject Services

Contract Offer No. 58 applies to pricing-flexibility-qualified access services (hereafter referred to as Contributory Subject Services) contained in the following tariff sections:

Service	General Basic Description	Rates & Charges Phase I	Rates & Charges Phase II
Special Access			
DS1 and DS3 Services	7.3.10	7.3.10(F)	39.5.2.7
(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)
Metallic Service	7.3.2(A)	7.3.2(E)	39.5.2.1
Telegraph Grade Service	7.3.3(A)	7.3.3(E)	39.5.2.2
Voice Grade Service	7.3.4 (A)	7.3.4(G)	39.5.2.3
Switched Access Dedicated Transport Services	6.1.4	6.9.2	39.5.1

All Terms and Conditions for the Contributory Subject Services listed above are governed by their respective tariff sections except as noted herein. Annual recurring revenue generated from these services will be used in the MARC calculations defined in Section 41.58.4. If, during the Term Period of this Contract Offer, additional services become eligible for pricing flexibility, those additional services may, at the Customer's option, be included among the Contributory Subject Services eligible under this Contract Offer, beginning with the first year after the additional services become eligible for pricing flexibility, provided that the MARC increases to reflect the recurring annual revenues associated with the additional Contributory Subject Services, as described in Section 41.58.4.

(1) See footnote (1) on page 41-493.

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41. Pricing Flexibility Contract Offerings

41.58 Contract Offer No. 58 - Special Access Service Offer

41.58.3 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) is five (5) years, commencing on the date the Customer executes a Letter of Subscription (LOS). The Anniversary Date shall be based on the date of the executed LOS. Contract Offer No. 58 is not renewable.

Contributory Subject Services to which the Customer already subscribes as of the commencement of the Term Period, or any additional Contributory Subject Services included in this Contract Offer after commencement of the Term Period in accordance with the terms and conditions set forth herein, must be converted to five (5) year term payment plans (where available), to receive discounts pursuant to this Contract Offer no later than August 1, 2006, except for those services whose conversion would cause the rates to increase over existing rates, those services would be exempt and remain at existing rates on the current term payment plan for those services . If a five (5) year term payment plan is not available for certain Contributory Subject Services, the Customer must select the longest term plan available for the Contributory Subject Service.

Services are subject to certain rates, charges, and general Terms and Conditions in other sections of F.C.C. Tariff No. 73, as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, and 13-Additional Engineering, Additional Labor and Miscellaneous Service. Such Terms and Conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(B) Contract Offer No. 58 is available for subscription only from September 7, 2005 through October 7, 2005.

(C) The Customer must submit a completed Letter of Subscription (LOS) to the Telephone Company.

(D) Commingling, as defined in F.C.C. No. 73, Section 2.7, of Subject Services under this Contract Offer is prohibited.

(E) The Customer must subscribe to this Contract Offer in accordance with the regulations set forth in SWBT Tariff F.C.C. No. 73, Section 5 - Ordering for Access Service.

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41. Pricing Flexibility Contract Offerings

41.58 Contract Offer No. 58 - Special Access Service Offer

41.58.3 Terms and Conditions (Cont'd)

(F) The Customer may not subscribe to any future Contract Offerings in Section 41 in conjunction with this Contract Offer or that might be offered by the Telephone Company for Subject Services covered under this Contract Offer unless expressly permitted in the future Contract Offer.

(G) The Customer must pay billed charges in full throughout the Term Period of this Contract Offer, excluding amounts being disputed. The Telephone Company will exhaust its remedies under Section 2.5 of F.C.C. Tariff No. 73 before exercising any remedy under this section. The Telephone Company will provide the Customer written notice (via registered letter) of non-compliance. The Customer will have thirty (30) days from receipt of the written notice to comply, which may be extended by mutual agreement of the Parties to allow the Parties to attempt to resolve any disputes. During this thirty (30) day period or a period to be mutually agreed upon by the Parties, the Parties will cooperate in good faith to attempt to resolve any pending disputes. If, after the Parties have exhausted attempts to resolve any pending disputes or have resolved disputes and the Customer does not comply with the written notice of non-compliance, the Telephone Company shall have the right to terminate this Contract Offer. In the event of termination by the Telephone Company, termination liability charges as set forth in Section 41.58.11 will apply. Credits will not be issued until the Customer has paid all billed charges (excluding disputes). Any disputed billing amounts that have been resolved in favor of the Telephone Company are due and payable as described in Section 2.5.

(H) Customer must have achieved billing of Contributory Subject Service, Switched Access Transport that is no greater than $100,000 upon subscription to this Contract Offer.

(I) If the Telephone Company introduces a new Special Access or Switched Access service or an enhancement to an existing Special Access or Switched Access service, then such services shall be automatically included as Contributory Non Subject Services, and the Customer's purchase of such new or enhanced Contributory Non Subject Services shall be included in the calculation of the MARC, subject to the terms and conditions set forth in this Contract Offer.

(I) The Customer will continue to receive the benefit of rate stability for any Contributory Subject Services currently under a term plan with the Telephone Company that provides for rate stability.

41.58.4 Minimum Annual Revenue Commitment (MARC)

Contract Offer No. 58 requires the Customer to establish and maintain a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year Term Period, as defined in Section 41.58.4(A). The MARC shall include all Contributory Services purchased from the Telephone Company or its affiliates available under this Contract Offer. Contributory Services include Contributory Subject Services, as described in Section 41.58.2(C), herein, in addition to Contributory Non-Subject Services (that are not Contributory Subject Services).

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41. Pricing Flexibility Contract Offerings

41.58 Contract Offer No. 58 - Special Access Service Offer

41.58.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(A) Establishing the MARC

(1) The Customer's Year 1 MARC will be established when the Telephone Company receives the LOS from the Customer. The Customer's MARC for Year 1 shall be $12.0 Million, or four times the Customer's monthly recurring revenue for Contributory Services during the three months immediately preceding the receipt of the signed LOS, whichever is greater.

Example 1: LOS is executed on August 1, 2005. The Year 1 MARC is established upon subscription at $12.0M. The Customer's actual revenue to Telephone Company from May 1, 2006 to July 31, 2006 is $4M. The new Year 2 MARC, effective August 1, 2006, is $16M ($4M multiplied by 4 equals $16M.)

(2) The MARC will be re-established, effective on each anniversary date, beginning on the first anniversary (Year 2 MARC). The MARC for Years 2, 3, 4, and 5 will be based on the Customer's actual monthly recurring revenue for all Contributory Services during the previous 3 months multiplied by 4, or the then-current MARC, whichever is greater.

Example 2: Term Period begins August 1, 2005. The MARC for Year 2 is $16.0M. The Customer's actual revenue to Telephone Company from May 1, 2007 to July 31, 2007 is $2.5M. The new Year 3 MARC, effective July 1, 2007, is $16.0M. (The $16.0M MARC is due to the fact that the MARC recalculation cannot result in a MARC lower than the current MARC.)

(B) Inclusion of Contributory Subject Services

(1) The following are the only billed revenues that can be included in the MARC:

(a) Monthly billed recurring revenues, including (that is, net) any credits or discounts given under existing pricing plans (e.g. Term Payment plans or Commitment Discount Plan) if applicable for the Subject Services provided during the Term Period; and

(b) Any credits and adjustments made to monthly billed amounts for Subject Services which are purchased by the Customer during the Term Period.

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41. Pricing Flexibility Contract Offerings

41.58 Contract Offer No. 58 - Special Access Service Offer

41.58.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Inclusion of Contributory Subject Services (Cont'd)

(1) (Cont'd)

(c) All other charges, other than those listed in Section 41.58.4(B)(1), are excluded.

Customer's existing Contributory Subject Services that are included in the MARC will be based on the rates that would apply to a five-year minimum term, regardless of whether the Contributory Subject Services were actually purchased pursuant to a five-year term at the time of subscription to this Contract Offer.

(C) Inclusion of Additional Contributory Services

Not withstanding anything to the contrary herein, the Customer may, at its option, include in this Contract Offer any Contributory Services being provided to the Customer by the Telephone Company according to a tariff or contract other than this Contract Offer, provided, however, that the MARC must be increased to reflect the recurring annual revenues associated with the additional Contributory Services, as provided in Section 41.58.4. The Customer must provide written notice to the Telephone Company of its wish to exercise this option. If any additional Contributory Services are ATM or Frame Relay services, those additional Contributory Services shall be provided pursuant to an agreement and/or contract which shall be available for review at the following web site: https://primeaccess.att.com

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.58 Contract Offer No. 58 - Special Access Service Offer (Cont'd)

41.58.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(C) Inclusion of Additional Contributory Services (Cont'd)

Example Year 1 MARC = $12.0M. If during Year 1, Customer wishes to include $2M of annual spend currently purchased from the Telephone Company under another tariff or contract and if those services qualify as Contributory Services, the new Year 1 MARC is $14.0M.

(D) MARC Adjustments

The Customer may exercise the following adjustments to the MARC pursuant to the terms listed below:

(1) Option 1 - The Customer may, at its option, adjust the MARC downward by up to 10%. This adjustment can be made only one time during the Term Period, at any time after the first 24 months of the Term Period (i.e., beginning with the establishment of the Year 3 MARC). To exercise this option, the Customer must notify the Telephone Company, in writing, at least 60 days prior to the Anniversary Date upon which the adjustment is to become effective.

(2) Option 2 - The Customer may carry over a shortfall of no more than 5% into the next contract year. This adjustment can be made only one time during the Term Period, at any time after the first 24 months of the Term Period (i.e., beginning with the establishment of the Year 3 MARC). To exercise this option, the Customer must notify the Telephone Company, in writing, at least 60 days prior to the Anniversary Date upon which the adjustment is to become effective. If the Customer opts to carry over a shortfall, the Customer's next year MARC will be increased to reflect that shortfall amount. If at the end of the subsequent contract year, the Customer does not meet its MARC, the Customer must make a shortfall payment sufficient to achieve that year's MARC or will be subject to termination liabilities as outlined in Section 41.58.4(E). This option cannot be combined with the MARC adjustment option as described in Section 41.58.4(D)(1)..

The MARC adjustment shall apply prospectively only. If the Customer uses the MARC adjustment option in conjunction with any of the Merger and Acquisition options outlined in Section 41.58.9, reduced discounts will remain for the life of the Term Period, and discounts previously received during that contract year will not be re-rated, provided the Eligibility Criteria in Section 41.58.2 and Terms and Conditions in Section 41.58.3 have been met prior to the MARC adjustment, and certain provisions will no longer apply as detailed in Section 41.58.5.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.58 Contract Offer No. 58 - Special Access Service Offer (Cont'd)

41.58.4 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(E) Failure to Achieve the MARC

The Customer and the Telephone Company shall exchange information annually, and shall meet annually if necessary, to review the Customer's progress toward achieving the MARC for the term years. The Customer and the Telephone Company agree that they will meet in the ninth month of each term year to discuss and address, if necessary, compliance with the Terms and Conditions of the Contract Offer prior to the Anniversary Date. If the Customer fails to achieve the annual MARC Commitment as of the anniversary date, the Customer will be notified by the Telephone Company and will be required to remit an Annual True-up payment to reach the MARC commitment. The True-up calculation will be performed as follows:

Annual MARC - Actual Annual recurring revenues for Subject Services = Annual True-up Amount

If the Customer fails to submit its Annual True-Up payment to the Telephone Company within 30 days after notification from the Telephone Company, the Customer shall be deemed to have terminated its Contract Offer No. 58, and termination charges will apply as set forth in Section 41.58.11.

41.58.5 Discounts and Other Credits

(A) Discount Schedule and Application

On each anniversary date, the customer shall be eligible to receive the following Billing Credit, as set forth in Table A, subject to the Customer's compliance with all terms and conditions of this Contract Offer. Credits will be applied to the Customer's bill no later than 90 days after each Anniversary Date. Recurring revenue generated from Subject Services that were not included in this Contract Offer at the time of subscription are not eligible for discounts under this Contract Offer, unless and until those Contributory Subject Services have been added to this Contract Offer pursuant to Sections 41.58.2, 41.58.4, 41.58.9 and 41.58.10.

Table A

MARC Level	**Billing Credit**
$12,000,000	2.00%
$14,000,000	3.00%
$15,125,000	3.50%
$16,000,000	4.00%
$17,000,000	4.50%
$18,000,000	5.00%
$19,000,000	5.50%
$20,000,000	6.00%
$21,000,000	7.50%
$21,010,000	0%

MARC levels will be rounded up or down to the nearest $10,000.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.58 Contract Offer No. 58 - Special Access Service Offer (Cont'd)

41.58.5 Discounts and Other Credits (Cont'd)

(A) Discount Schedule and Application (Cont'd)

Example: If the Customer meets the minimum MARC of $12,000,000 for sum of all Contributory Services and has Subject Services revenue of $9,584,000. The Customer will be eligible to receive a credit of $191,681.

$9,854,000 X 2% = $191,680

(B) First Year Credit

If at the end of the Year 1 of this Contract Offer, the Customer's MARC for Year 2 is $15.125M or higher, the Customer will receive an additional credit of 2.78 percent of Subject Services applied to the Customer's bill no later than 90 days after the anniversary date for Year 1.

Example: If the Customer reaches the MARC level of $15.125M at the end of year 1 for the sum of all Contributory Services and has Subject Services revenue of $11,230,000. The Customer will be eligible to receive a credit of $312,194.

$11,230,000 X 2.78% = $312,194

41.58.6 Incentives

(A) Purchase of New Contributory Subject Services

During the Contract Term period of subscription to this Contract Offer, the Telephone Company will calculate the billed revenue as described in Section 41.58.4 (B), of new eligible Subject Services towards meeting the MARC on the first contract anniversary date, the beginning of the second year of the Contract term period, and such revenue will be will be increased by 15 percent under this Contract Offer.

Example: Assume that the Customer's total monthly billed recurring revenues for new OC3/OC3c services during the first Contract Term Year Period was $1,000,000 ($1M). The Telephone Company will calculate the billed revenue for new Contributory Subject Services on the first Contract anniversary date for purchases made during such period and the Customer shall be deemed to have purchased $1,150,000 ($1.15M) in Contributory Subject Services. In subsequent years, these OC3 services would count as $1,000,000 ($1M) toward MARC calculations. The calculation to determine if the Customer met the MARC requirements will be:

(New Subject Services purchased during the first contract year multiplied by 1.15) + Existing Contributory Subject Services = Total value of Contributory Subject Services.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.58 Contract Offer No. 58 - Special Access Service Offer (Cont'd)

41.58.6 Incentives (Cont'd)

(A) Purchase of New Contributory Subject Services (Cont'd)

This total value of Contributory Subject Services will then determine if the Customer meets the MARC as described in Section 41.58.4 and/or has earned any incentive credits as described in Section 41.58. 5.

Purchase of the aforementioned new Subject Services in Year 2, 3, 4 and 5 of this Contract Offer will not receive the increased value towards meeting the MARC.

Example: Assume that the Customer's total monthly billed recurring revenues for new [1] services during the second Contract Term Year Period was $1,000,000 ($1M). The Telephone Company will calculate the billed revenue for new Contributory Subject Services on the second contract anniversary date, the beginning of the third year of the Contract Term period, for purchases made during the second year and the Customer shall be deemed to have purchased $1,150,000 ($1.0M) in Contributory Subject Services toward MARC calculations. The calculation to determine if the Customer met the MARC requirements will be:

New Subject Services purchased multipled by 15 percent + Existing Contributory Subject Services (prior year one purchases plus existing subject services)= Total value of Contributory Subject Services.

The increase value of new eligible services shall be used only to determine attainment of the MARC, and not for any other purposes. If the Customer fails to meet the MARC requirements as stated in section 41.58.4 after such calculation as described above, the Customer will be subject to the true-up provision as stated in Section 41.58.4 (E)

For purposes of this Contract Offer, a new [1] service must meet one of the following criteria:

(1) Newly ordered and provisioned during the first year of the Contract Term period by the customer under this Contract Offer; or

(2) Upgrade of an existing Special Access service during the first year of the Contract Period that was not previously a [1] service (e.g., upgrade of a DS1 or DS3 to a [1] service) under the provisions set forth in other sections of this tariff.

[1] See footnote (1) on page 41-493.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.58 Contract Offer No. 58 - Special Access Service Offer (Cont'd)

41.58.6 Incentives (Cont'd)

(B) Conversion of DS1 or DS3 capacity loops:

For customers who subscribe to this Contract Tariff No. 58 and convert their DS1 or DS3 capacity loops, dedicated transport, or Expanded Extended Loops (**EELs**) provided by the Telephone Company as unbundled network elements (**UNEs**) to Special Access Service, the Telephone Company will multiply the customer's billed revenue associated with such converted UNEs by 1.50 in the year of conversion towards the attainment of the MARC. The converted services in subsequent years will not receive the billed revenue multiplier towards the attainment of the MARC. This multiplier shall be used only to determine the billed revenue for Qualifying Services for purposes of MARC attainment, and not for any other purpose. The Customer shall provide a detailed list of circuits that have been converted to the Telephone Company within 30 days after the contract anniversary year for verification.

For example, if the customer converts $1,000,000 ($1M) in UNEs to Special Access Services during the first Annual Contract Term Period of this Contract Tariff No. 58, then, in calculating billed revenue for Qualifying Services, the customer shall be deemed to have purchased $1,500,000 ($1.50M) in Special Access DS1 Services for purposes of calculating the billed revenue for Qualifying Services for meeting the MARC as described in section 41.58.4. In subsequent years, the converted UNE services would count as $1,000,000 ($1M) towards MARC calculations.

41.58.7 Non-Recurring Charges

The Telephone Company will waive installation non-recurring charges (NRCs) associated with the conversion of Contributory Subject Services pursuant to this Contract Offer. In the event that the installation NRCs are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis. In addition, the Telephone Company will waive Non-recurring charges (NRCs) associated with the conversion of existing UNE circuits which are converted to Special Access Services under the terms of this contract tariff offer. In the event that the installation NRCs are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis.

To receive credits for installation NRCs, the Customer must be in compliance with all terms and conditions of this Contract Offer. Additionally, if the Customer fails to meet the MARC on an Anniversary Date pursuant to Section 41.58.4 (A) and/or fails to pay the Annual True-Up as defined in Section 41.58.4 (E), termination liability charges will apply as set forth in Section 41.58.11.

The Customer must pay all other applicable non-recurring charges, including, but not limited to, rearrangement charges, special construction charges, access order charges, cancellation charges and Access Order Modification charges as described in SWBT F.C.C. No. 73, Section 5.3 for Subject Services pursuant to this Contract Offer.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.58 Contract Offer No. 58 - Special Access Service Offer (Cont')

41.58.8 Portability

The Telephone Company will waive termination liability charges for moves and/or disconnection of Contributory Subject Services. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis. In order to receive credits or a waiver of termination liability charges for such moves and/or disconnects, the following conditions must be met:

(1) The Customer must be in compliance with all terms and conditions of this Contract Offer.
(2) The Customer shall be permitted to move and/or disconnect Contributory Subject Services from any of the identical Contract Offers, as described in Section 41.58.2 (B).
(3) DS1 Services must have been in service for a minimum of one (1) month from the original installation date.
(4) DS3, [1] and [1] Services must have been in service for a minimum of one (1) year from the original installation date.
(5) [1], [1] and [1] Services must have been in service for a minimum of three (3) years from the original installation date.

If, and to the extent that [1] becomes eligible for pricing flexibility, [1] may, at the Customer's option, become a Contributory Subject Service included in this Contract Offer. If so, such [1] service shall be eligible for portability provided that, for each [1] circuit to be ported:

(a) facilities necessary to provide [1], as specified in F.C.C. No. 73, Section 43, exist at the end user location in which the circuit is being moved; and
(b) the circuit has been in service for a minimum of one (1) year from the original installation date.

41.58.9 Mergers and Acquisitions Involving the Customer

(A) The Terms and Conditions of Contract Offer No. 58 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 its stock or certain 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). During or after the merger or acquisition, if the other company involved in the merger or acquisition also purchases Contributory Services from the Telephone Company, either directly or through any affiliates, then billed, recurring revenue for Contributory Services of the other company involved in the merger or acquisition will not be used in calculations of the MARC as discussed in Section 41.58.4.

[1] See footnote (1) on page 41-493.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.58 Contract Offer No. 58 - Special Access Service Offer (Cont'd)

41.58.9 Mergers and Acquisitions Involving the Customer

(A) (Cont'd)

(1) The Customer must be meeting MARC commitments and all Eligibility Criteria and Terms and Conditions outlined in Sections 41.58.2 and 41.58.3 in order to exercise the provisions under this subsection.

(2) Recurring revenue from Contributory Services from the other entity involved in the merger or acquisition cannot be applied to, or eligible for, any incentives or discounts contained in this Contract Offer, except as expressly permitted by one of the provisions herein.

(3) The Customer shall have an option (per merger or acquisition) to incorporate revenue from the other company or companies involved in the merger or acquisition. If the Customer does not exercise this option in the manner provided herein, the Customer will not be permitted to use existing or future Special Access revenues from the other company or companies involved in the merger or acquisition in the calculation of the MARC Section 41.58.4, nor will such revenues be eligible for any discounts provided under this Contract Offer.

(4) The acquisition and/or merger Transaction Close Date will be used to measure the length of time the following provisions are available. 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.

(5) If the Customer has selected, but not yet fully implemented, the option provided herein, the MARC, and any MARC adjustment calculation as provided in Section 41.58.4, will apply only to the Customer's original (pre-merger or acquisition) MARC and will not include revenue from the other company involved in the merger or acquisition.

(6) The Customer cannot combine any of the Merger and Acquisition provisions in this subsection.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.58 Contract Offer No. 58 – Special Access Service Offer (Cont'd)

41.58.9 Mergers and Acquisitions Involving the Customer (Cont'd)

(A) (Cont'd)

(7) The Telephone Company will calculate the actual recurring annual revenue of the other company involved in the merger or acquisition on the date the Customer elects the provisions in this subsection, in the same manner such revenue would be calculated for purposes of performing the annual recalculation of the MARC under this Contract Offer. Until the Customer has fully implemented one of the provisions in this subsection, the Customer will not be eligible to earn the above the MARC discounts discussed in Section 41.58.5 (A)(2) of this Contract Offer for revenue from the other company involved in the merger or acquisition. After the Customer has fully implemented the provision in this subsection, the Customer will be eligible for above the MARC discounts provided in Section 41.58.5(A)(2) for recurring annual revenue above the new combined MARC.

Notwithstanding the foregoing, if the Telephone Company is primarily responsible for a delay in the Access Conversion Schedule, MARC discounts will continue to apply and this Contract Offer will not be considered in default, provided, however, that each party shall exercise best efforts to comply.

(B) Option 1

(i) The Customer must establish a combined MARC by adding to the Customer's then-current MARC at least 85%, but not more than 100% (at the Customer's option), of all recurring annual revenue for Contributory Services from the other company involved in the merger or acquisition. Recurring annual revenue for Contributory Services shall be calculated in a manner consistent with the annual recalculation of the MARC under this Contract Offer.

(ii) The Customer must exercise this option within 60 days following the Transaction Close Date.

(iii) This option is not available in Year 5 of the Term Period.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.58 Contract Offer No. 58 – Special Access Service Offer (Cont'd)

41.58.10 Merger or Acquisition Involving the Telephone Company

(A) If the Customer purchases any interstate special access services from the merged or acquired company, and such special access services are or become eligible for pricing flexibility, the Customer may include those special access services in this Contract Offer, subject to any terms or conditions of any contracts or tariffs pursuant to which the Customer is purchasing such special access services prior to the merger or acquisition, including any terms or conditions regarding termination liability. If the Customer chooses to include the services subject to the merger or acquisition in this Contract Offer, they shall become Contributory Subject Services within the meaning of this Contract Offer at the time they are included in this Contract Offer. At the time such Contributory Subject Services are included in this Contract Offer, the MARC shall be recalculated, including both the recurring annual revenues of the Contributory Services provided to the Customer prior to the merger or acquisition and the recurring annual revenues of the additional Contributory Subject Services previously provided by the merged or acquired Company.

(B) The Customer must notify the Telephone Company in writing, within 120 days of the Transaction Close Date, of any Contributory Services from the merged or acquired company that Customer wishes to include in this Contract Offer. Discounts and credits specified in Section 41.58.5 will not apply to services from the merged or acquired company until the MARC has been recalculated to reflect the additional Contributory Services included in this Contract Offer as a result of the merger or acquisition. The MARC recalculation to include these services will occur at the Customer's next Anniversary Date following receipt of the Customer's written notice described above.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.58 Contract Offer No. 58 - Special Access Service Offer (Cont'd)

41.58.11 Termination Liability

(A) Termination Liability Charges

Termination liability language described below applies in lieu of the termination liability language described in SWBT Tariff F.C.C. No. 73, Section 7. If the Customer terminates Contract Offer No. 58 before the completion of the term for any reason whatsoever (other than a material default by the Telephone Company), the Customer must pay the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification 90 days prior to the desired date of termination to the Telephone Company. This notification must include the date upon which the Customer will terminate the Contract Offer.

If the Customer fails to meet any of the eligibility criteria in Section 41.58.2, or fails to meet any of the Terms and Conditions in Section 41.58.3, then the Telephone Company shall provide the Customer with written notification of such non-compliance and the Customer will have sixty (60) days to comply. If the Customer does not comply within such time period, the Customer will be deemed to have terminated its participation in Contract Offer No. 58 and termination liability charges will apply as stated below and will be payable pursuant to F.C.C. No. 73, Section 2.5.

The Customer's termination liability charge shall be equal to the following: If the Customer terminates the Contract Offer prior to the expiration of a term year, 100% of all Discounts (including non-recurring charges and early termination charges) received under Contract Offer No. 58 for the preceding six (6) months immediately prior to the date of termination, plus the following schedule:

(1) If terminated in Year 1, 10% of the Base MARC for the remaining portion of Year 1, plus 10% of the Base MARC for the remaining years of the Contract Offer.
(2) If terminated in Year 2, 12.5% of the Year 2 MARC for the remaining portion of Year 2, plus 12.5% of the Year 2 MARC for the remaining years of the Contract Offer.
(3) If terminated in Year 3, 12.5% of the Year 3 MARC for the remaining portion of Year 3, plus 12.5% of the Year 3 MARC for the remaining years of the Contract Offer.
(4) If terminated in Year 4, 12.5% of the Year 4 MARC for the remaining portion of Year 4, plus 12.5% of the Year 4 MARC for year 5
(5) If terminated in Year 5, 10% of the Year 5 MARC for the remaining portion of Year 5.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.58 Contract Offer No. 58 - Special Access Service Offer (Cont'd)

41.58.11 Termination Liability (Cont'd)

(B) New Special Access Service Offerings

If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Services provided under this Contract Offer, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Services provided under this Contract offer, without incurring termination liability under this Contract Offer, provided, however, that the Customer's Contract Offer or other contract or tariff governing the new service offerings must include a term period and revenue commitment that are the same as, or greater than, this Contract Offer.

(C) This Section 41.58.11 sets forth the sole and exclusive remedies for termination of this Contract Offer No. 58, except for charges due and payable for Contributory Services rendered prior to the date of termination and any non-recurring charges and/or termination liability charges that may become due and payable in accordance with Sections 41.58.11.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.59 Contract Offer No. 59- Special Access Service Offer

41.59.1 General Description

Special Access Service Offer is an access discount plan for DS1, DS3, [1], [1], and [1] Services(Contract Offer No. 59), for which subscription is required in the following SBC Companies: Ameritech Operating Companies (Ameritech); The Southern New England Telephone Company (SNET); Pacific Bell Telephone Company (PBTC); and Southwestern Bell Telephone Company (SWBT). Contract Offer No. 59 is available to any Customer with at least $ 2,000,000 in cumulative annual revenue for Subject Services as described in Section 41.59.2 for the above mentioned SBC Companies. Customer must meet the eligibility criteria set forth in Section 41.59.3 and also must comply with the terms and conditions as described in Section 41.59.4. This contract offering is available in the MSAs listed in Section 41.59.3.

Contract Offer No. 59 requires that the Customer maintain a Minimum Annual Revenue Commitment (MARC) for each year of the three (3) year Term Period. In the event the Customer does not meet the MARC as of each anniversary date of each term year, the Customer must remit the shortfall payment as set forth in Section 41.59.5. Notwithstanding the obligation to pay such shortfall, if the Customer does not comply with Section 41.59.5, Termination Liability Charges in accordance with Section 41.59.8 shall apply..

Contract Offer No. 59 is only available for subscription September 7, 2005 through October 7, 2005. This offer is not renewable.

[1] Material previously contained in this section has been deleted. DSRS, GigaMAN, and OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 59 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.59 Contract Offer No. 59- Special Access Service Offer (Cont'd)

41.59.2 Subject Services Available Under Contract Offer No. 59

Contract Offer No. 59 applies to pricing-flexibility-qualified access services (Hereafter referred to as Subject Services) contained in the following tariff sections:

(1) High Capacity DS1 Special Access Services - Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Section 7.3.10
(2) MegaLink Custom DS3 Service - Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Section 20
(3) [1] Services - Southwestern Bell Telephone Company Tariff F.C.C. No. 73,Section [1]
(4) [1] Services - Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Section [1]
(5) [1] Service - Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Section [1]

All terms and conditions for the Subject Services listed above are governed by their respective tariff sections except where provision of this Contract Offer No. 59 conflict with such respective tariff sections, in which case the provisions provided herein shall prevail.

41.59.3 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive discounts for the purchase of Subject Services pursuant to Contract Offer No. 59:

(1) Service must be a pricing-flexibility-qualified access service described in Section 41.59.2.

(2) Services must be located in the following Pricing Flexibility Qualified MSAs:

Fort Smith AR, Little Rock AR, Kansas City KS, Topeka KS, Joplin MO, Kansas City MO, St. Joseph MO, St Louis MO, Springfield MO, Oklahoma City OK, Tulsa OK, Abilene TX, Amarillo TX, Austin-San Marcos TX, Brownsville-Harlingen TX, Corpus Christi TX, Dallas/Ft Worth TX, Houston TX, Longview-Marshall TX, Lubbock TX, Midland TX, San Antonio TX, Waco TX, Wichita Falls TX

[1] See footnote (1) on page 41-512.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.59 Contract Offer No. 59- Special Access Service Offer (Cont'd)

41.59.3 Eligibility Criteria

(A) (Cont'd)

(3) Customer must have a minimum of $2,000,000 in cumulative annual revenue for Subject Services in the following SBC Companies: Ameritech Operating Companies (Ameritech); The Southern New England Telephone Company (SNET); Pacific Bell Telephone Company (PBTC); and Southwestern Bell Telephone Company (SWBT).

(4) Customer must concurrently subscribe to the identical Contract Offer of Contract Offer No. 59 pursuant to the following tariffs:

(a) PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 71

(b) SNET Tariff F.C.C. No. 39, Section 25, Contract offer No. 21

(c) Ameritech Tariff F.C.C. No. 2, Section 22, Contract Offer No. 80

41.59.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) is three (3) years, commencing on the date the Customer submits the completed Letter of Subscription to the Telephone Company. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options as described in SWBT Tariff F.C.C. No. 73 Sections 7, [(1)] and [(1)] for DS1, DS3, [(1)], [(1)], and [(1)] Service.

If, at the expiration of the Term Period, the Customer elects to continue service and does not select a payment option as described in the SWBT Tariff F.C.C. No. 73, Sections 7, [(1)] and [(1)], Subject Services will be converted to the prevailing applicable monthly tariff rates.

[(1)] See footnote (1) on page 41-512.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.59 Contract Offer No. 59- Special Access Service Offer (Cont'd)

41.59.4 Terms and Conditions

(A) Term Period (Cont'd)

Rate stability under Contract Offer No. 59 applies only to the rates specific to this Contract Offer as outlined in Section 41.59.6. Purchase of the Subject Services listed above are also subject to certain rates, charges and general terms and conditions in other sections of Ameritech F.C.C. Tariff No. 2, as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in this Contract Offer.

(B) Contract Offer No. 59 is only available September 7, 2005, through October 7, 2005;

(C) In order to subscribe to Contract Offer No. 59, Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(D) Subject Services to which the Customer already subscribes as of the commencement of the Term Period, shall adhere to the Terms and Conditions of this Contract Offer and shall receive the discounted rates described in Section 41.59.6.

(E) Subject Services in Section 41.59.2 purchased after the commencement of the Term Period and on completion of the access service order, shall become fully subject to the Terms and Conditions of this Contract Offer and shall thereafter receive the discounted rates described in Section 41.59.6.

(F) Customer must subscribe to the services available under this Contract Offer in accordance with the regulations set forth in Section 5 - Ordering Options for Switched and Special Access Service;

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.59 Contract Offer No. 59- Special Access Service Offer (Cont'd)

41.59.4 Terms and Conditions (Cont'd)

(G) Subject to the provisions of Section 41.59.7, DS1 and DS3 Portability, if the Customer terminates any Subject Services during the Term Period, termination liability charges shall apply in accordance with Section 41.59.8;

(H) If the Customer requests additional service features and functions not included in 41.59.6, the Customer must pay the applicable tariff rates for those additions as contained in Section 39 - Metropolitan Statistical Area Access Services;

(I) The Customer cannot subscribe to or include Subject Services subscribed to under this Contract Offer in any other contract offering;

(J) Subject Services under this Contract Offer will not be eligible for additional discounts under the Managed Value Plan (MVP) offering in Section 38;

(K) The Customer must be current on undisputed billing for existing services within 60 days after subscribing to this Contract Offer, and must remain current on all undisputed charges throughout the Term Period.

41.59.5 Minimum Annual Revenue Commitment (MARC)

(A) Establishing and Maintaining the MARC

The Customer must maintain a Minimum Annual Revenue Commitment (MARC) of $2,000,000 for each year of the three year term period for Subject Services as described in Section 41.59.2. The MARC for the first year of the Term Period (Year 1) will be established when the Telephone Company receives the Letter of Subscription from the Customer. For the purposes of calculating the Year 1 MARC, recurring annual revenue for all existing Subject Services pursuant to this Contract Offer shall be included in the calculation of the Year 1 MARC.

(B) Annual True-Up

The Customer's Year 1 MARC shall be $2,000,000 as determined upon completion of the LOS. The MARC for Years 2 and 3 will be reviewed and re-established at $2,000,000 on annual basis, effective on the Contract anniversary dates.

In the event the Customer does not meet the MARC as of each anniversary date of each term year, the Customer must pay the shortfall payment, as described in 41.59.5(C) below.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.59 Contract Offer No. 59- Special Access Service Offer (Cont'd)

41.59.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(C) Failure to Achieve the MARC

If the Customer fails to achieve the annual MARC at the end of each 12 months of the contract term period, the Customer must pay the difference between the Annual MARC for the current term year and the actual recurring annual revenue for the Subject Services. The Customer will be notified by the Telephone Company and will be required to remit a shortfall payment to reach the MARC.

The true-up calculation will be performed as follows: Annual MARC ($ 2,000,000.00) - Actual Annual recurring revenues for Subject Services as described in Section 41.59.5 (A) = Annual True-Up Amount

If the Telephone Company does not receive the shortfall payment amount within 30 days of its notification, the Customer is deemed to have terminated its Contract Offer No.59 and termination liability charges will apply as set forth in Section 41.59.8.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.59 Contract Offer No. 59- Special Access Service Offer (Cont'd)

41.59.6 Rates and Charges

A) Monthly Recurring Charges

The tables below contain the discounted rates for this Contract Offer. The Customer must pay the following Monthly Recurring Charge (MRC) for the Subject Services as described in Section 41.59.2.

High Capacity DS1 Service	**Monthly Rate Per Circuit**
(1) Channel Termination - 0 miles	$113.00
(1) Channel Termination with 1-10 miles	$185.00
(1) Channel Terminations with 11-20 miles	$225.00
(1) Channel Termination with over 20 miles	$225.00
** plus $7 for each mile over 20 miles	

MegaLink Custom DS3 Service	**Monthly Rate Per Element**
Channel Termination - TUZPX - per pt of term.	$775.00
Channel Mileage - FIXED - 1OXHX	$232.75
Channel Mileage - PER MILE - 1J5HS	$25.00
Multiplexing - DS3 to DS1 - MKM	$427.50

		Monthly Rate Per Element		
(1)	**USOC**	(1)	(1)	(1)
(1)	(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)	(1)
(1)	(1)	(1)		
(1)	(1)		(1)	
(1)	(1)			(1)
(1)	(1)	(1)		
(1)	(1)	(1)	(1)	(1)
(1)	(1)		(1)	(1)
(1)	(1)			(1)
(1)			**USOC**	**Monthly Rate**
(1)			(1)	(1)
(1)			(1)	(1)
(1)			**USOC**	**Monthly Rate**
(1)			(1)	(1)
(1)			(1)	(1)
(1)			(1)	(1)

(1) See footnote (1) on page 41-512.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.59 Contract Offer No. 59- Special Access Service Offer (Cont'd)

41.59.6 Rates and Charges (Cont'd)

(B) Non-Recurring Charges

(1) The Telephone Company shall waive the following Non-Recurring Charges associated with the purchase of qualifying DS1 and DS3 Services subscribed to this Contract Offer:

(a) Administrative Charge per order
(b) Design and Central Office Connection Charge per Circuit
(c) Customer Connection Charge per termination

(2) Non-Recurring Charges and/or Special Construction Charges may apply to new installations of [1], [1], and [1] Service subscribed to this Contract Offer based on the cost of the Telephone Company to provide the new service.

41.59.7 DS1 and DS3 Portability

(A) DS1 Portability shall be provided as follows:

The Telephone Company shall credit the Customer any paid early termination liability charges for the disconnection of DS1s throughout the term of Contract Offer No. 59 as long as the DS1 has been in service for a minimum of one (1) year, provided that the eligibility criteria in Section 41.59.3 and terms and conditions in Section 41.59.4 have been met. The in-service period is calculated from the date the circuit is installed, which may be earlier than the date the Term Period of Contract Offer No. 59 begins.

(B) DS3 Portability shall be provided as follows:

The Telephone Company will credit the Customer paid early termination liability charges for the disconnection or move of DS3s in each year throughout the term of Contract Offer No. 59, provided that the eligibility criteria in Section 41.59.3 and terms and conditions in Section 41.59.4 have been met. The number of DS3 circuits disconnected or moved each year without termination liability charge is not to exceed 10% of DS3 circuits in place at the beginning of each year of the term period. Disconnects or moves in excess of 10% will incur early termination liability charges in accordance with the termination liability described in Section 41.59.8.

[1] See footnote (1) on page 41-512.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.59 Contract Offer No. 59- Special Access Service Offer (Cont'd)

41.59.8 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in Sections 7, 20, [1] and [1]. If the Customer terminates Subject Services under this Contract or terminates the Contract Offer in its entirety before the completion of the term period for any reason, the Customer must pay the Telephone Company termination charges as described in this section. These charges shall become due as of the effective date of the termination of service. The Customer must provide written notification to the Telephone Company 30 days prior to the desired date of termination of the Subject Services pursuant to this Contract Offer.

If the Customer fails to meet any of the eligibility criteria in Section 41.59.3, or fails to meet any of the Terms and Conditions in Section 41.59.4, the Customer will be deemed to have terminated services under this Contract Offer and Termination Liability is payable.

(A) Customer terminates a Subject Service:

If the Customer terminates a Subject Service before the completion of the term period, the Customer's termination liability charge for termination of service shall be equal to:

50% of the monthly charges on the unexpired portion of the three (3) year term.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (months remaining in term) multiplied by (termination liability percentage of 50%).

Example: The Customer terminates service on a DS3 with a $ 1202.50 monthly charge after thirty (30) months of service and has six (6) months remaining in the thirty-six (36) month term. The termination liability would be calculated as:

$1202.50 X 6 X .50 = $ 3607.50 termination liability charge.

[1] See footnote (1) on page 41-512.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.59 Contract Offer No. 59- Special Access Service Offer (Cont'd)

41.59.8 Termination Liability (Cont'd)

(B) Customer terminates Contract Offer

If the Customer terminates this Contract Offer before the completion of the term period, the Customer's termination liability charges for termination of the contract shall be equal to:

The difference between the Actual Current Annual Recurring Revenue for Subject Services and the annual MARC at the time of termination, plus 50% of the annual MARC at the time of termination for each subsequent year remaining in the term period.

(Annual MARC - Annual Current Recurring Revenue) + 50% (Annual MARC x years remaining) = termination liability.

Example: the Customer terminates the contract in Year 2 and Customer has 1 year remaining in a 3 year term period. Customer's annual MARC at time of termination is $2,000,000 and actual recurring revenue is $1,500,000. The Termination liability charge will be as follows:

($2,000,000 - 1,500,000) + (50% 0f $2,000,000 x 1) = $1,500,000 termination liability charge.

ACCESS SERVICE

41. [1]

[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 60 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

41. [1]

[1] See footnote (1) on page 41-522.

41. [1]

[1] See footnote (1) on page 41-522.

ACCESS SERVICES

41. [1]

[1] See footnote (1) on page 41-522.

ACCESS SERVICES

41. [1]

[1] Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 61 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

41. [1]

[1] See footnote (1) on page 41-526.

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41. [1]

[1] See footnote (1) on page 41-526.

41. [1]

[1] See footnote (1) on page 41-526.

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41. [1]

[1] See footnote (1) on page 41-526.

41. [1]

[1] See footnote (1) on page 41-526.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.62 Contract Offer No. 62 - DS1 Service Offer

41.62.1 General Description

DS1 Service Offer (Contract Offer No. 62) is an access discount plan that offers Customers located in the Phase 1 and Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs)listed in Section 41.62.2(A), herein, to pay the rates described in Section 41.62.7, herein, for new DS1 special access services upon subscription to this Contract Offer. The Customer must have a total of twelve hundred new and/or existing DS1s in the MSAs described in Section 41.62.2 to receive discounts under this Contract Offer. The Customer must meet the eligibility criteria as set forth in Section 41.62.2, and also must comply with the terms and conditions set forth in Section 41.62.3.

Contract Offer No. 62 is only available from September 10, 2005 through October 10, 2005.

41.62.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive discounts under Contract Offer No. 62:

(1) Service must be a pricing-flexibility-qualified access service, described in Section 41.62.2(B); and

(2) Service must be in one of the following Pricing Flexibility MSAs only: Kansas City, KS & Kansas City, MO;

(B) Contract Offer No. 62 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) High Capacity Service (DS1) - Southwest Tariff F.C.C. No 73, Section 7.3.10 for Phase 1 and Section 39.5.2.7 for Phase 2 MSAs

All terms and conditions for the Subject Services listed above are governed by their respective tariff sections except as noted herein.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.62 Contract Offer No. 62 - DS1 Service Offer (Cont'd)

41.62.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date the Telephone Company receives the Letter of Subscription.

The DS1 service term period (Service Term) for each new DS1 purchased is five (5) years commencing on the date the access service order is completed.

At expiration of the Term Period, any Subject Services purchased pursuant to the terms of this Contract Offer, shall be provided at the otherwise applicable rates for a 5 year term pursuant to Tariff F.C.C. No. 73, Section 7.3.10 for Phase 1 MSAs and Section 39.5.2.7 for Phase 2 MSAs.

Rate stability under this Contract Offer applies only to the rates specific to Contract Offer No. 62. Purchase of the services listed above under Contract Offer No. 62 is also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Service. Such rates and charges may be modified through the filing of tariff revisions at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in Contract Offer No 62.

(B) Terms and Conditions

(1) Contract Offer No. 62 is available only from September 10, 2005 through October 10, 2005;

(2) To subscribe to Contract Offer No. 62, the Customer must submit a Letter of Subscription to the Telephone Company;

(3) If the Customer should discontinue service under Contract Offer No. 62 during the Term Period, termination liability charges will apply in accordance with Section 41.62.8;

41. Pricing Flexibility Contract Offerings (Cont'd)

41.62 Contract Offer No. 62 - DS1 Service Offer (Cont'd)

41.62.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(4) If the Customer requests modifications to the Contract Offer No. 62 network design, originally constructed for the Customer under Contract Offer No. 62, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(5) The Customer must have a total of twelve hundred new and/or existing DS1s in the MSAs described in Section 41.62.2(A).

(6) Customer may, at its option, convert a maximum of seventy existing DS1 subject services to be included under this Contract Offer.

(7) Discounts apply only to the DS1 Channel Termination rate element, as described in Section 41.62.7.

(8) If the Customer requests additional service features and functions not included in 41.62.2.(B), the Customer must pay the applicable tariff rates for those additions as contained in Section 39-Metropolitian Statistical Area Access Services;

(9) The Customer cannot subscribe to, or include, Subject Services subscribed to under any other Contract Offer; and

(10) Subject Services under this Contract Offer will not be eligible for additional discounts under the Managed Value Plan (MVP) offering in Section 38.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.62 Contract Offer No. 62 - DS1 Service Offer (Cont'd)

41.62.4 Portability of Subject Services

The Telephone Company will waive termination liability charges for moves and/or disconnection of the DS1 Subject Services after a service period of six (6) months, provided that the Customer complies with the Terms and Conditions of this Contract Offer, including but not limited to, Sections 41.62.3 and 41.62.5. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis. To receive the credits or a waiver of termination liability charges for such moves and/or disconnects, the following conditions must be met:

(1) The Customer must be in compliance with all Terms and Conditions of this Contract Offer;

(2) The Customer must be current on billing for existing services within 60 days of exercising this option; and

(3) DS1 services must have been in service for a minimum of six (6) months from the original installation date.

41.62.5 Assignment and Transfer

(A) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 62 pursuant to F.C.C. No. 73, Section 2.2.1 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 73, Section 2.2.1 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) 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).

(1) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.62 Contract Offer No. 62 - DS1 Service Offer (Cont'd)

41.62.5 Assignment and Transfer (Cont'd)

(A) (Cont'd)

(1) (cont'd)

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.

(2) The proposed assignee or transferee 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:

(a) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or
(b) "high risk" in a Paydex score as published by Dun and Bradstreet.

41.62.6 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all 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, 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.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.62 Contract Offer No. 62 - DS1 Service Offer (Cont'd)

41.62.7 Rates and Charges

(A) DS1 Rates:
Customer shall pay the following Monthly Recurring Charge (MRC) for the services as described above. Unless noted otherwise, rates are inclusive for all zones.

Rate Element	USOC	MRC	MRC
Channel Termination - Per Point of Termination	TMECS	$87 Applies only to the Kansas City, KS MSA	$75 Applies only to the Kansas City, MO MSA

The Telephone Company shall waive the following Non-Recurring charge (NRC) associated with the purchase of qualifying DS1 Services for the first twelve (12) months of the Term Period of this Contract Offer:

Installation Charge - KS & MO Zone 1,2,& 3;

(B) Any rate elements not described herein will continue to be billed at tariff rates as described in Metropolitan Statistical Area (MSA) Section 39 or Special Access Service Section 7.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.62 Contract Offer No. 62 - DS1 Service Offer (Cont'd)

41.62.8 Termination Liability

If the Customer terminates Contract Offer No. 62 or individual Subject Services included under this Contract Offer, the termination liability language contained below applies in lieu of the termination liability language described in Section 7. The Customer must pay to the Telephone Company termination liability charges as described below, if the Customer terminates this Contract Offer before the completion of the Term Period for any reason, or if the Customer is not in compliance with the Terms and Conditions in Section 41.62.3. These charges shall become due as of the effective date of the termination, and are payable within 30 days of the invoice date.

The Customer's termination liability charges for termination of service shall be equal to 50% of all monthly recurring charges for the balance of the Customer's five (5) year Term Period, and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 50%).

Example: Customer has $200,000 in Monthly Recurring Charges. If Customer terminates service after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month term period, then the termination liability would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Liability

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41. Pricing Flexibility Contract Offerings

41.63 Contract Offer No. 63 - DS1 Service Offer

41.63.1 General Description

DS1 Service Offer (Contract Offer No. 63) is an access discount plan that offers Customers located in the Phase 1 and Phase 2 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs)listed in Section 41.63.2(A), herein, to pay the rates described in Section 41.63.7, herein, for new DS1 special access services upon subscription to this Contract Offer. The Customer must have a total of twelve hundred new and/or existing DS1s in the MSAs described in Section 41.63.2 to receive discounts under this Contract Offer. The Customer must meet the eligibility criteria as set forth in Section 41.63.2, and also must comply with the terms and conditions set forth in Section 41.63.3.

Contract Offer No. 63 is only available from September 16, 2005 through October 16, 2005.

41.63.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive discounts under Contract Offer No. 63:

(1) Service must be a pricing-flexibility-qualified access service, described in Section 41.63.2(B); and

(2) Service must be in one of the following Pricing Flexibility MSAs only: Kansas City, KS & Kansas City, MO;

(B) Contract Offer No. 63 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) High Capacity Service (DS1) - Southwest Tariff F.C.C. No 73, Section 7.3.10 for Phase 1 and Section 39.5.2.7 for Phase 2 MSAs

All terms and conditions for the Subject Services listed above are governed by their respective tariff sections except as noted herein.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.63 Contract Offer No. 63 - DS1 Service Offer (Cont'd)

41.63.3 Terms and Conditions

(A) Term Period

The contract term (Term Period) is five (5) years commencing on the date the Telephone Company receives the Letter of Subscription.

The DS1 service term period (Service Term) for each new DS1 purchased is five (5) years commencing on the date the access service order is completed.

At expiration of the Term Period, any Subject Services purchased pursuant to the terms of this Contract Offer, shall be provided at the otherwise applicable rates for a 5 year term pursuant to Tariff F.C.C. No. 73, Section 7.3.10 for Phase 1 MSAs, and Section 39.5.2.7 for Phase 2 MSAs.

Rate stability under this Contract Offer applies only to the rates specific to Contract Offer No. 63. Purchase of the services listed above under Contract Offer No. 63 is also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Service. Such rates and charges may be modified through the filing of tariff revisions at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in Contract Offer No 63.

(B) Terms and Conditions

(1) Contract Offer No. 63 is available only from September 16, 2005 through October 16, 2005;

(2) To subscribe to Contract Offer No. 63, the Customer must submit a Letter of Subscription to the Telephone Company;

(3) If the Customer should discontinue service under Contract Offer No. 63 during the Term Period, termination liability charges will apply in accordance with Section 41.63.8;

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.63 Contract Offer No. 63 - DS1 Service Offer (Cont'd)

41.63.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(4) If the Customer requests modifications to the Contract Offer No. 63 network design, originally constructed for the Customer under Contract Offer No. 63, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to, reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;

(5) The Customer must have a total of twelve hundred new and/or existing DS1s in the MSAs described in Section 41.63.2(A);

(6) Customer may, at its option, convert a maximum of one hundred fifty existing DS1 subject services to be included under this Contract Offer;

(7) Discounts apply only to the DS1 Channel Termination rate element, as described in Section 41.63.7;

(8) If the Customer requests additional service features and functions not included in 41.63.2.(B), the Customer must pay the applicable tariff rates for those additions as contained in Section 39-Metropolitian Statistical Area Access Services;

(9) The Customer cannot subscribe to, or include, Subject Services subscribed to under any other Contract Offer; and

(10) Subject Services under this Contract Offer will not be eligible for additional discounts under the Managed Value Plan (MVP) offering in Section 38.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.63 Contract Offer No. 63 - DS1 Service Offer (Cont'd)

41.63.4 Portability of Subject Services

The Telephone Company will waive termination liability charges for moves and/or disconnection of the DS1 Subject Services after a service period of six (6) months, provided that the Customer complies with the Terms and Conditions of this Contract Offer, including, but not limited to, Sections 41.63.3 and 41.63.5. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for these charges on a quarterly basis. To receive the credits or a waiver of termination liability charges for such moves and/or disconnects, the following conditions must be met:

(1) The Customer must be in compliance with all Terms and Conditions of this Contract Offer;

(2) The Customer must be current on billing for existing services within 60 days of exercising this option; and

(3) DS1 services must have been in service for a minimum of six (6) months from the original installation date.

41.63.5 Assignment and Transfer

(A) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 63 pursuant to F.C.C. No. 73, Section 2.2.1 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 73, Section 2.2.1 are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) 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).

(1) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.63 Contract Offer No. 63 - DS1 Service Offer (Cont'd)

41.63.5 Assignment and Transfer (Cont'd)

(A) (Cont'd)

(1) (cont'd)

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.

(2) The proposed assignee or transferee 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:

(a) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or
(b) "high risk" in a Paydex score as published by Dun and Bradstreet.

41.63.6 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all 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, 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.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.63 Contract Offer No. 63 - DS1 Service Offer (Cont'd)

41.63.7 Rates and Charges

(A) DS1 Rates:
Customer shall pay the following Monthly Recurring Charge (MRC) for the services as described above. Unless noted otherwise, rates are inclusive for all zones.

Rate Element	USOC	MRC	MRC
Channel Termination - Per Point of Termination	TMECS	\$87 Applies only to the Kansas City, KS MSA	\$75 Applies only to the Kansas City, MO MSA

The Telephone Company shall waive the following Non-Recurring charge (NRC) associated with the purchase of qualifying DS1 Services for the first twelve (12) months of the Term Period of this Contract Offer:

Installation Charge - KS & MO Zone 1,2,& 3;

(B) Any rate elements not described herein will continue to be billed at tariff rates as described in Metropolitan Statistical Area (MSA) Section 39 or Special Access Service Section 7.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.63 Contract Offer No. 63 - DS1 Service Offer (Cont'd)

41.63.8 Termination Liability

If the Customer terminates Contract Offer No. 63 or individual Subject Services included under this Contract Offer, the termination liability language contained below applies in lieu of the termination liability language described in Section 7. The Customer must pay to the Telephone Company termination liability charges as described below, if the Customer terminates this Contract Offer before the completion of the Term Period for any reason, or if the Customer is not in compliance with the Terms and Conditions in Section 41.63.3. These charges shall become due as of the effective date of the termination, and are payable within 30 days of the invoice date.

The Customer's termination liability charges for termination of service shall be equal to 50% of all monthly recurring charges for the balance of the Customer's five (5) year Term Period, and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in Term Period) multiplied by (Termination liability percentage of 50%).

Example: Customer has $200,000 in Monthly Recurring Charges. If Customer terminates service after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month term period, then the termination liability would be calculated as:

$200,000 X 24 months X 50% = $2,400,000 Termination Liability

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41. [1]

[1] Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 64 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

(This page filed under Transmittal No. 1)

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41. [1]

[1] See footnote (1) on page 41-546.

41. [1]

[1] See footnote (1) on page 41-546.

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41. [1]

[1] See footnote (1) on page 41-546.

41. [1]

[1] See footnote (1) on page 41-546.

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41. Pricing Flexibility Contract Offerings

41.65 Contract Offer No. 65 – [1] Service Offer

41.65.1 General Description

[1] Service Offer (Contract Offer No. 65) is an access services discount pricing plan that permits Customers who meet the Eligibility Criteria in Section 41.65.3 and the Terms & Conditions in Section 41.65.4 to purchase Subject Services in Section 41.65.2 at discounted rates listed in Section 41.65.5. Subject Services under Contract Offer No. 65 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) described in Section 41.65.3(B). Contract Offer No. 65 is available for subscription from September 29, 2005 through October 29, 2005. This Contract Offer is not renewable.

41.65.2 Subject Services

(A) Contract Offer No. 65 applies to the following pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Southwestern Bell Telephone Company Tariff F.C.C. No 73, Section [1] – [1] Service;

(2) Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Section 39.5.2.12 - DS3 MegaLink Custom Service; and

(3) Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Section 39.5.2.7 - DS1 High Capacity Service.

(B) All terms and conditions for the Subject Services listed above are governed by their respective tariff sections, except as noted herein.

[1] Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 65 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.65 Contract Offer No. 65 - [1] Service Offer (Cont'd)

41.65.3 Eligibility Criteria

The following eligibility criteria must be met to receive the Contract Offer No. 65 discounted rates:

(A) Services must be pricing flexibility qualified access services listed in Section 41.65.2(A);
(B) Services must be located in the Dallas MSA;
(C) Subject Services ordered pursuant to this contract must be new; and
(D) All traffic must originate or terminate at a Mobile Switching Center (MSC).

41.65.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be five (5) years, commencing on the date billing begins. Billing shall commence no later than 30 days after the commencement of service over the first [1] provided pursuant to this Contract Offer. All subtending DS3 and DS1 Subject Services, as well as any additional [1] services provided pursuant to this Contract Offer, will be co-terminus with the Term Period of the first [1]. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options described in Southwestern Bell Telephone Company Tariff F.C.C. No. 73 Section 39 for [1], DS3 and DS1 Service.

If, at the expiration of the Customer's Contract Term Period, the Customer does not choose to disconnect or select a payment option from the sections above, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 39.

[1] See footnote (1) on page 41-551.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.65 Contract Offer No. 65 – [1] Service Offer (Cont'd)

41.65.4 Terms and Conditions (Cont'd)

(A) Term Period (Cont'd)

Rate stability under Contract Offer No. 65 applies only to the rates specific to this Contract Offer as outlined in Section 41.65.5 of this Contract Offer. Purchase of the services listed above under Contract Offer No. 65 are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer.

Purchase of the services listed above under Contract Offer No. 65 are subject to the specific terms and conditions of Section 41.65.4. Purchases of the services listed above under Contract Offer 65 are also subject to general terms and conditions of Tariff F.C.C. No. 73, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

(B) Contract Offer No. 65 is available for subscription only from September 29, 2005 through October 29, 2005.

(C) In order to subscribe to Contract Offer No. 65, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(D) If, after the Telephone Company receives and executes the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

[1] See footnote (1) on page 41-551.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.65 Contract Offer No. 65 - [1] Service Offer (Cont'd)

41.65.4 Terms and Conditions (Cont'd)

(E) The Customer must submit an access service order to the Telephone Company within 30 days after the Telephone Company executes the Customer's LOS. Failure to submit an access service order within the required interval shall constitute cancellation of the LOS.

(F) If the Customer discontinues service under Contract Offer No. 65 during the Term Period, termination liability charges will apply in accordance with Section 41.65.8.

(G) If the Customer requests additional service features and functions not included in Section 41.65.5 of this Contract Offer, the Customer will pay the tariff rates for those additions as contained in Section 39 - Metropolitan Statistical Area Access Services.

(H) The Customer shall purchase at least one new [1] pursuant to this Contract Offer. In addition, the Customer shall purchase at least 500 DS1 services, subtending the first [1] service ordered pursuant to this Contract Offer within twelve (12) months of contract subscription, and 600 subtending DS1 services within twenty-four months (24) of contract subscription.

(I) All DS3 and DS1 elements listed in section 41.65.5 must subtend [1] services ordered pursuant to this Contract Offer.

(J) The Customer will not be able to combine this Contract Offer with any other promotional, contract offering, or discount plan in conjunction with this Contract Offer.

[1] See footnote (1) on page 41-551.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.65 Contract Offer No. 65 - [1] Service Offer (Cont'd)

41.65.5 Rates and Charges

(A) [1] Service Rates and Charges—First New SONET Ring:

The Customer shall pay the following Non-Recurring Charge (NRC) and Monthly Recurring Charges (MRC) for the first, new [1] ordered under this Contract Offer:

Non-Recurring Charges (NRCs):
Administrative Charge (ORCMX) - $60
Design and Central Office Connection Charge (NRMCK) - $600

Monthly Recurring Charge (MRC):
[1] Service - [1]

The first new [1] Service MRC includes the following elements listed in Table A:

Table A

[1]	USOC	Quantity
[1]	[1]	5
[1]	[1]	1
[1]	[1]	16
[1]	[1]	48
[1]	[1]	104
[1]	[1]	2

[1] See footnote (1) on page 41-551.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.65 Contract Offer No. 65 - [1] Service Offer (Cont'd)

41.65.5 Rates and Charges (Cont'd)

(A) [1] Service Rates and Charges—Additional New [1]:

The Customer shall pay the following Non-Recurring Charges (NRCs) and receive the following Monthly Recurring Charges (MRC) discounts for each additional, new [1] ordered under this Contract Offer for the rate elements listed in Table B, after the first, new [1]:

Non-Recurring Charge (NRC):
Administrative Charge (ORCMX) - $60
Design and Central Office Connection Charge (NRMCK) - $600

Monthly Recurring Charge (MRC) discounts:

[1] Service

Table B

[1]	USOC	MRC Discount
[1]	[1]	25%
[1]	[1]	25%
[1]	[1]	25%
[1]	[1]	25%
[1]	[1]	25%

If additional new [1] are added after the installation of the first [1] in 41.65.5(A), the additional new [1] Service will be co-terminus with the initial Term Period outlined in section 41.65.4(A). However, if an additional new [1] service is ordered during the last twelve (12) months or less of the Term Period, the Customer will be billed the MRCs listed above for a minimum period of twelve (12) months, and if the Term Period for the additional new [1] Service is less than twelve (12) months, the Customer shall be billed at the above MRC with any lump-sum to be billed at the end of the Term Period.

[1] See footnote (1) on page 41-551.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.65 Contract Offer No. 65 - [1] Service Offer (Cont'd)

41.65.5 Rates and Charges (Cont'd)

(A) Subtending DS3 Service Rates and Charges:

The Customer will receive a 25 percent discount on the following monthly recurring charge rate elements for any DS3 service that subtends [1] Services ordered pursuant to this Contract Offer listed in Table C.

Table C

Rate Element	USOC
DS3 Interoffice Fixed Mileage	10XLX
DS3 Interoffice Variable Mileage	1HXLS
DS3 to DS1Multiplexor	MKM

When a DS3 is added to the [1], the DS3 must be ordered under a sixty (60) month service term plan but will be co-terminus with the initial Term Period outlined in section 41.65.4 (A).

Prevailing tariff Non-Recurring Charges for DS3 service shall apply.

(B) Subtending DS1 Service Rates and Charges:

The Customer will receive a 25 percent discount on the following monthly recurring charge rate elements for any DS1 service that subtends [1] Services ordered pursuant to this Contract Offer listed in Table D.

Table D

Rate Element	USOC
DS1 Channel Termination	TMECS
DS1 Interoffice Fixed Mileage	1L5XX
DS1 Interoffice Variable Mileage	1L5XX

When a DS1 is added to the [1], the DS1 must be ordered under a sixty (60) month service term plan, but will be co-terminus with the initial Term Period outlined in section 41.65.4 (A).

Prevailing tariff Non-Recurring Charges for DS1 service shall apply.

[1] See footnote (1) on page 41-551.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.65 Contract Offer No. 65 – [1] Service Offer (Cont'd)

41.65.6 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to Tariff F.C.C. No. 73, Section 2.1.2, the Telephone Company will acknowledge such transfer or assignment if the criteria in Tariff F.C.C. No. 73, 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) or (b) 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 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 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:

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or

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

[1] See footnote (1) on page 41-551.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.65 Contract Offer No. 65 - [1] Service Offer (Cont'd)

41.65.7 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in 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, 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.

41.65.8 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in Ameritech Telephone Company, Tariff F.C.C. No. 73, Section 7. If the Customer terminates this Contract Offer before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination Liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 41.65.3, or the Terms and Conditions in Section 41.65.4.

These termination liability charges shall become due as of the effective date of the termination of service and are payable as described below.

The Customer's termination liability charges shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's five (5) year Term Period for all services under contract ([1], DS3 and DS1 services).

[1] See footnote (1) on page 41-551.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.65 Contract Offer No. 65 – [1] Service Offer (Cont'd)

41.65.8 Termination Liability (Cont'd)

All remaining in-service Subject Services will convert back to the prevailing tariff rates at the term that the Customer signed up for. Prevailing tariff rates are in Section 39.

The termination liability charge shall be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: Customer with a $75,000 monthly recurring charge terminates service after three (3) years and has twenty-four (24) months remaining on the five (5) year Term Period. The termination liability would be calculated as:

$75,000 X 24 months X 50% = $900,000 termination liability charge

[1] See footnote (1) on page 41-551.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.66 Contract Offering No. 66 - Access Discount Offer

41.66.1 General Description

Contract Offer No. 66 - Access Discount Offer is an access discount plan for which subscription is required to the following access tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, The Southern New England Telephone Company (SNET) Tariff F.C.C. No. 39, and Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1. To be eligible for discounts under this Contract Offer, the Customer must meet the Eligibility Criteria set forth in Section 41.66.2, and also must comply with all terms and conditions of this Contract Offer.

Contract Offer No. 66 requires eligible customers to establish and maintain a Total Revenue Commitment (TRC), as described in Section 41.66.6 following. The TRC shall include all Contributory Services subject to this Contract Offer. Contributory Services include Contributory Subject Services, as listed in Section 41.66.5, Table 3, herein, in addition to Contributory Non-Subject Services (that are not Contributory Subject Services), as described in Section 41.66.5, Table 4, herein. Contributory Non-Subject Services shall not be eligible for discounts or other incentives provided under this Contract Offer. All Contributory Services described in Section 41.66.5 must be purchased through the SBC wholesale sales channel (SBC Industry Markets). Any Frame Relay Contributory Services shall be provided pursuant to agreements and/or contracts. Such agreements and/or contracts shall be available for review at the web site established to make public any agreements for these services. Customers may reference https://primeaccess.att.com.

In the event the Customer does not meet its monthly TRC amount, the Customer must remit the shortfall payment via the Monthly True-Up process set forth in Section 41.66.6. If the Customer does not meet the total TRC amount at the end of each Contract Year of the Term Period, the Customer must remit the shortfall payment via the Annual True-Up process set forth in Section 41.66.8. If the Customer does not comply with all terms and conditions of this Contract Offer (exclusive of the terms and conditions of non-tariffed agreements referenced herein) and cure any non-compliance within the cure period set forth in Section 41.66.13(A) of this Contract Offer, termination liability charges, in accordance with Section 41.66.13, will apply. Contract Offer No. 66 will be available only from November 19, 2005 through December 19, 2005.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.2 Eligibility Criteria (Nx)

The following eligibility criteria must be met to subscribe to Contract Offer No. 66:

(A) Managed Value Plan (MVP) Subscription

(1) At the time of subscription to this Contract Offer, the Customer must be, or have been, a participant under MVP agreements within the last 90 days, pursuant to:

(a) SWBT Tariff F.C.C. No. 73, Section 38;
(b) Ameritech Tariff F.C.C. No. 2, Section 19; and
(c) Pacific Bell Tariff F.C.C. No. 1, Section 22.

(2) The Customer must maintain eligibility under all MVP agreements until they expire. (Nx)

(3) All such MVP agreements must expire in 2005.

(B) As of December 1, 2005, the Customer must have billed revenue from Contributory Services, as listed in Section 41.66.5, net of all discounts, credits, and adjustments equal to or greater than 86.5 percent of the Customer's Gross Spend (as defined in Section 41.66.6) for the calendar year 2004, rounded to the nearest million, times 11/12ths; or, if the Customer's Gross Spend as of December 1, 2005 is less than that amount, the Customer must pay the Telephone Company, or any of its affiliated telephone companies as described in Section 41.66.2(C), an additional amount sufficient to make up the shortfall from that amount, no later than sixty (60) days after December 1, 2005.

(C) Concurrent Subscription

The Customer must concurrently subscribe to the identical Contract Offer of Contract Offer No. 66 pursuant to the following tariffs: (Nx)

(1) NBTC Tariff F.C.C. No. 1, Section 23, Contract Offer No. 5;
(2) PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 74;
(3) SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 22; and
(4) Ameritech Tariff F.C.C. No. 2, Section 22, Contract Offer No. 90. (Nx)

Breach, cancellation or termination of any of these Contract Offers after the expiration of any cure provisions described in this Contract Offer, shall constitute a breach, cancellation or termination of all of these Contract Offers.

(D) Discounts applied under Contract Offer No. 66 are applicable for Contributory Subject Services located in MSAs as listed in Tariff F.C.C. No. 73, Section 39.

(x) Issued under Authority of Special Permission No. 05-060 of F.C.C.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.3 Terms and Conditions

(A) Term Period

The term of this Contract Offer (Term Period) will begin on December 1, 2005 and end on December 31, 2007, upon submission of a signed Letter of Subscription.

(B) Terms and Conditions

(1) The Customer must establish and maintain a TRC as described in Section 41.66.6.

(2) A True-up will take place each month during the Term Period and annually at the end of each Contract Year, as defined in Section 41.66.6.

(a) With respect to each month's billing, the monthly true-up will include all qualified billing from Contributory Services, as described in 41.66.6(B), and will take place no later than 60 days after the end of the month, as described in Section 41.66.8,

(b) With respect to each Contract Year's billing, the annual true-up will include all qualified billing from Contributory Services, as described in Section 41.66.6, and will take place no later than 60 days after December 31, as described in 41.66.8,.

(3) MVP credits will continue to apply, if applicable, as described in Tariff F.C.C. No. 73, Section 38 until expiration of the MVP agreement. The MVP MATA process will take place as described in Tariff F.C.C. No. 73, Section 38.3.

(4) Contract Offer No. 66 is available for subscription only from November 19, 2005 through December 19, 2005.

(5) Any Customer-requested transfer of services purchased from SBC non-wholesale entities or channels, or purchased by the Customer under a different Access Customer Name Abbreviation (ACNA) than those identified at time of subscription, will require an equivalent increase in the Customer's TRC commitment based on the amount of revenue associated with the transferred services. The Customer's maximum Basic Credit amount will not change as a result of this transfer.

(6) Any conversion of UNE or equivalent offerings to Contributory Subject Services, subject to this Contract Offer, will result in an increase in the TRC commitment equal to the revenue associated with those Contributory Subject Services and according to the rates that would apply to those Contributory Subject Services under this Contract Offer. This increase will apply to the TRC each subsequent year of the Term Period.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(7) The Customer will be eligible to subscribe to contract offers in Section 41 (or any successor section) filed after Contract Offer No. 66, in combination with this Contract offer, unless such contract offer states that it may not be combined with other contract offers, or as long as such contract offers do not reduce the TRC under this Contract Offer and the Customer qualifies for, and adheres to the terms, conditions and eligibility requirements of the other contract offer.

(a) If the Customer has subscribed to any other contract offer and chooses to terminate the other contract offer for purposes of subscribing to this Contract Offer, any termination liabilities provided in the other contract offer will apply according to the terms of the other contract offer.
(b) If the Customer purchases Contributory Subject Services pursuant to another contract offer, in addition to this Contract Offer No. 66, the Customer will not be eligible to earn Achievement Credits with respect to any charges that apply under the other contract offer.
(c) If the Customer purchases Contributory Services pursuant to another contract offer that states it may not be combined with other contract offers, the Contributory Services purchased under the other contract offer will not count toward achievement of Gross Spend or TRC under this Contract Offer.

(8) The Customer may choose to remove from this Contract Offer services provided under one or more Access Customer Name Abbreviations (ACNAs) without liability; however, the TRC commitment will not be reduced and the Access Service Ratio under Contract Offer No. 66 will continue to apply.

(9) Terms and Conditions for Contributory Subject Services, pursuant to other contract offers the Customer is currently subscribed to at the time of subscription to this Contract Offer, shall continue to apply to those Contributory Subject Services covered under the other contract offers.

(10) Contributory Services continue to be governed by the otherwise applicable rates, terms and conditions provided in Tariff F.C.C. No. 73 (including MVP provisions with respect to services subject to MVP for so long as the Customer's MVP subscription remains in effect) except as noted herein.

(11) The Customer must subscribe to the services available under this Contract Offer in accordance with the regulations set forth in Section 5 - Ordering Options for Switched and Special Access Service.

(12) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company as described in Section 41.66.3(A).

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(13) The Customer must maintain an Access Service Ratio equal to or greater than 95 percent, except as described in Section 41.66.11 (B). The Access Service Ratio is defined in Section 41.66.4, and will be measured monthly.

(14) Commingling, as defined in Tariff F.C.C. No. 73, Section 2.7, of Subject Services under this Contract Offer, is prohibited.

(15) The Customer shall be permitted to Groom Contributory Subject Services subject to this Contract Offer as provided in this Section. Grooming is defined as moving, rearranging, or rolling over circuits subject to this Contract Offer without disconnecting the end user locations of those circuits. During Contract Years 2 and 3 (and during Years 4 and 5, if the Customer has exercised extension options), the Customer shall be permitted to Groom up to 9,000 circuits subject to this Contract Offer per year. The sum of all circuits groomed under the individual contract offers listed In Section 41.66.2(C) cannot exceed 9,000. Grooms shall be scheduled and managed on a monthly basis according to the otherwise applicable operational methods and procedures.

(16) The Customer must remit bill payments as described in F.C.C. No. 73 Section 2.5 for all Contributory Services via electronic payment process. The Telephone Company will provide Customer with written notice if Customer fails to comply with the requirement. The Customer will have fifteen (15) business days from receipt of such written notice to comply. If the Customer does not comply, the Telephone Company shall have the right to terminate this Contract Offer. In the event of termination of any of the Contract Offers, as described in Section 41.66.2 (C), termination liability charges, as set forth in Section 41.66.13, will apply. Credits, if applicable, will not be issued until the Customer has paid all billed charges.

(17) If the Customer discontinues service under Contract Offer No. 66 during the Contract Period, termination liability charges will apply in accordance with Section 41.66.13.

(18) The Customer may exercise Contract Offer extension options as described in Section 41.66.9.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.4 Access Service Ratio

(A) As referenced in Section 41.66.4, the Customer and its affiliates must maintain an Access Service Ratio of 95 percent or greater, except as described in Section 41.66.11(B) of this Contract Offer. The ratio, calculated monthly, is the Access Revenue divided by Access Revenue plus Wholesale Revenue. To maintain compliance with this Contract Offer, the ratio must be greater than or equal to 95 percent, except as provided in Section 41.66.11.

The 95-percent ratio is calculated as follows:

$$\frac{\text{Access Revenue}}{\text{Access Revenue + Wholesale Revenue}}$$

(1) Access Revenue is the Customer's and its affiliates' current interstate recurring billed revenue associated with the rate elements, as defined in Table 1 below, or comparable interstate access services, from the Telephone Company or its affiliated telephone companies in any of the Contract Offers as described in Section 41.66.2(C):

Table 1:

Service	General/Basic Description
Voice Grade	7.3.4(A)
High Capacity Services	7.3.10
(1)	(1)
(1)	(1)
(1)	(1)

Any shortfall payments remitted to meet the monthly TRC commitment will be included in the Access Revenue calculation for the applicable month.

(2) Wholesale Revenue is the Customer's and its affiliates' recurring billed revenue for associated rate elements, as defined in Table 2 herein, from the Telephone Company or its affiliated telephone companies, in any of the Contract Offers as described in Section 41.66.2 (C) and not included in the interstate or intrastate access tariff(s).

(1) Material previously contained in this section has been deleted. DSRS, GigaMAN, MON, and OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 66 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.4 Access Service Ratio (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

Table 2 **UNE OR EQUIVALENT OFFERINGS NOT PURCHASED PURSUANT TO THIS AGREEMENT**

Service Level	Associated Rate Elements Not Included in Interstate Tariff
Voice Grade/DS0	**2-wire analog and 2-wire digital loops 2-wire analog and digital transport**
DS1/LTI	**4-wire digital loop DS1 Entrance Facilities DS1 Interoffice Transport DS1 Cross Connects DS1 Multiplexing All DS1 non-tariffed Committed Information Rate Broadband Services**
DS3/LT3	**DS3 Loop DS3 Entrance Facilities DS3 Interoffice Transport DS3 Cross Connects DS1/DS3 Multiplexing All DS3 non-tariffed Committed Information Rate Broadband Services**
OC-3 OC-12 OC-48	**OC-3 Entrance Facilities OC-3 Interoffice Transport OC-3 Cross Connects OC-3 Multiplexing OC-12 Entrance Facility OC-12 Interoffice Transport OC-12 Cross Connects OC-12 Multiplexing OC-48 Entrance Facilities OC-48 Interoffice Transport OC-48 Cross Connects OC-48 Multiplexing All OCN equivalent non-tariffed Committed Information Rate Broadband Service**
Other Transport Products	**Dark Fiber - Interoffice Dark Fiber - Loop Dark Fiber - Subloop Dark Fiber Cross Connects Unbundled Dedicated Transport**

(3) Services purchased pursuant to a Local Wholesale Complete (LWC) Agreement shall not be included in the calculation of the Customer's Access Service Ratio.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.4 Access Service Ratio (Cont'd)

(A) (Cont'd)

(4) As new rate elements are introduced to Table 1 in this section, all recurring revenues associated with the new rate elements will automatically be added to the Customer's Access Revenue, as defined in this section, for calculation of the Access Service Ratio.

(5) As new rate elements are introduced to Table 2 in Section 41.66.4(A)(2), all recurring revenues associated with the new rate elements will automatically be added to the Customer's Annual Wholesale Revenue, as defined in Section 41.66.4(A) preceding, for calculation of the Access Service Ratio.

(6) Except as provided in Section 41.66.11, if the Customer fails to meet the Access Service Ratio in any given month of the Contract Period, upon notification from the Telephone Company as described in Section 41.66.2 (C), the Customer will have ten (10) business days to notify the Telephone Company in writing that it will meet or exceed the 95-percent Access Service ratio within 60 days. Failure to achieve compliance in 60 days will constitute a default, and the Telephone Company shall have the right to terminate Contract Offer No. 66. In the event of a termination by the Telephone Company, termination liability charges will apply as set forth in Section 41.66.13.

Credits will not be issued for any month the Customer fails to meet the Access Service Ratio as described in Section 41.66.6 following.

41.66.5 Contributory Services

The TRC shall include all Contributory Services purchased from the Telephone Company and its affiliated telephone companies in any of the contract offers, as described in Section 41.66.2 (C), eligible under this Contract Offer. Contributory Services include Contributory Subject Services, as listed in Section 41.66.5, Table 3, herein, in addition to Contributory Non-Subject Services (that are not Contributory Subject Services), as described in Section 41.66.5, Table 4, herein.

Contributory Subject Services and Contributory Non-Subject Services shall together be known as Contributory Services. Customer's TRC includes revenue from all Contributory Services being provided by the Telephone Company and its affiliated telephone companies in any of the contract offers described in Section 41.66.2 (C), as listed in Table 3 and 4 below.

(A) Contributory Subject Services

Contract Offer No. 66 applies to pricing flexibility qualified access services (referred to as Contributory Subject Services) located in pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Tariff F.C.C. No. 73, Section 39. Contributory Subject Services are eligible for discounts and credits under this Contract Offer and are listed in Table 3.

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ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.5 Contributory Services (Cont'd)

(B) Contributory Non-Subject Services

Contributory Non-Subject Services (that are not Contributory Subject Services) shall not be eligible for discounts or other incentives provided under this Contract Offer, and are listed in Table 4 below.

Table 3 - CONTRIBUTORY SUBJECT SERVICES

Contributory Subject Services	
Interstate Special Access	VG, DS0, DS1, DS3, [(1)], [(1)], SRAS, STN, FGTS, BCS, [(1)], [(1)]
Interstate Switched Transport	Entrance Facility, Direct Transport
Includes Recurring and Non-Recurring Charges (including termination charges) associated with the products listed where applicable, except as described in Section 41.66.6 following, for all services located in Pricing Flexibility MSAs.	

Table 4 - CONTRIBUTORY NON-SUBJECT SERVICES

Contributory Non-Subject Services	
Interstate Special Access	VG, DS0, DS1, DS3, [(1)], [(1)], SRAS, STN, FGTS, BCS, [(1)], [(1)], [(1)]
Interstate Switched Transport	Entrance Facility, Direct Transport as described in Table 6, following.
Intrastate Special Access	Equivalent services as Interstate Special Access above if available
Intrastate Switched Access	Equivalent services as described in Table 6 following.
Advanced Services	Frame Relay Service
Includes all Recurring and Non-Recurring Charges (including termination charges) associated with the products listed, where applicable, except as described in Section 41.66.6 following, for all non-price flex qualified services.	
Frame Relay services shall be provided pursuant to agreements and/or contracts. Such agreements and/or contracts shall be available for review at the web site established to make public any agreements for these services. Customers may reference https://primeaccess.att.com.	

All Terms and Conditions for all Contributory Services are governed by their respective tariff sections.

[(1)] See footnote (1) on page 41-566.

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ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.6 Calculation of the Total Revenue Commitment (TRC)

The Customer must establish and maintain a Total Revenue Commitment (TRC) as provided in this Contract Offer. Upon subscription, the Customer's TRC will be established, as described in Table 5 below, based on billed revenue from Contributory Services, as listed in Section 41.66.5, net of all discounts, credits, and adjustments as specified in Section 41.66.6(B).

The Contract Year shall be each Calendar Year, or fraction thereof, to which this Contract Offer applies, as described in Table 5 below.

Table 5

Contract Year	2005 (Dec)	2006	2007
TRC equals	86.5% of 2004 Gross Spend described in (A) below, rounded to the nearest million dollars, times 1/12's	2005 TRC times 12 times 89.7%, rounded to the nearest million dollars	2005 TRC times 12 times 83.4%, rounded to the nearest million dollars

(A) Gross Spend shall include all billed revenue for services identified in Section 41.66.6(A), and shall be based on the sum of all of the purchases from the Telephone Company and its affiliated telephone companies, including all of the contract offers as described in Section 41.66.2 (C), as described in Section 41.66.5 preceding, based on billed revenue. The Gross Spend is calculated as billed revenue, prior to the application of MVP discounts, MVP Service Level Agreement (SLA) credits and Discount Value Plan (DVP) credits, but after all other tariff term plan discounts, and other underlying tariff performance credits.

(1) Interstate Special Access recurring charges billed to the Customer associated with services described in Section 41.66.5 Table 3 and 4 preceding.

(2) Interstate Special Access non-recurring charges billed to the Customer (including, but not limited to, items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges), except as noted in 41.66.6(A)(7).

(3) Intrastate Special Access recurring charges billed to the Customer associated with services described in Section 41.66.5 Table 4 preceding.

(4) Intrastate Special Access non-recurring charges billed to the Customer (including but not limited to items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges), except as noted in 41.66.6(A)(7).

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(A) (Cont'd)

(5) Interstate Switched Access Dedicated Transport recurring and non-recurring charges (including, but not limited to, items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges) billed to the Customer for rate elements in Table 6 below.

Table 6

Service	General Basic Description
Entrance Facilities	Section 6.8.1(A)
Direct Trunk Transport	Section 6.8.1(B)

(6) Intrastate Switched Access Dedicated Transport recurring and non-recurring charges (including, but not limited to, items such as termination liability charges, expedite charges, cancellation charges, rearrangement charges, installation charges, and access order charges) billed to the Customer and remitted for rate elements equivalent to those described in Table 6 above.

(7) Non-recurring charges identified in 41.66.6(A)(2), (4), (5) and (6) exclude Special Construction and unregulated time and materials charges (e.g. Inside Wire, Custom Work Orders, etc.)

(B) Application of Credits

The Customer is eligible to receive two (2) types of credits under this Contract Offer. For the purposes of this Contract Offer, Customer will receive any applicable credits (the Basic Credit and Achievement Credit) through the SBC wholesale sales channel for all of the contract offers as described in Section 41.66.2 (C). The sum of all Basic Credits applicable under the individual contract offers listed in Section 41.66.2 (C) cannot exceed the total maximum Basic Credit described in Table 7 following. Award of the credits described below under this Contract Offer shall satisfy the credit obligations of the Telephone Company and its affiliated telephone companies to the Customer, as described in Section 41.66.2(C).

(1) Basic Credit

The Basic Credit for each Contract Year shall be equal to the Gross Spend of Contributory Services minus the TRC, but not to exceed the Maximum Basic Credit as described in Table 7. This calculation shall be performed at the commencement of the Contract Offer, and the Maximum Basic Credit resulting from these calculations will not change at any time during the Term Period except as described in Section 41.66.11 following. The Customer will receive Basic Credits on Contributory Subject Services on a monthly basis, as provided in Section 41.66.6(B)(1)(b), for each Contract Year and subject to the true-up process described in Section 41.66.8 following.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 – Access Discount Offer (Cont'd)

41.66.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credit (Cont'd)

(a) Calculation of the Basic Credit. To determine the amount of Basic Credit the Customer can achieve, the TRC is multiplied by the applicable percent as described in Table 7 below. This amount, less the TRC, will equal the potential Maximum Basic Credit, rounded to the nearest million. If qualified, award of Basic Credit under this Contract Offer shall satisfy the Basic Credit obligations of the Telephone Company and its affiliated telephone companies.

Table 7

Year	TRC	Maximum Basic Credit Amount
2005	86.5% of 2004 Gross Spend described in (A) below, rounded to the nearest million dollars, times 1/12's	310% of TRC minus the TRC amount, rounded to the nearest million dollars
2006	2005 TRC times 12 times 89.7%, rounded to the nearest million dollars	119.6% of TRC minus the TRC amount, rounded to the nearest million dollars
2007	2005 TRC times 12 times 83.4%, rounded to the nearest million dollars	123.7% of TRC minus the TRC amount, rounded to the nearest million dollars

Example A: The Customer has 2004 Gross Spend of \$121.3M. 86.5 percent of 2004 Gross Spend equals \$105M, rounded to the nearest million.

The 2005 TRC is equal to 1/12th of \$105M. 1/12th of \$105M equals \$8.75M

The eligible total Basic Credit available is;

\$8.75M x 310% = \$27.13M

\$27.13M – \$8.75M = \$18.38M, rounded to the nearest million, equals potential maximum Basic Credits

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ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credit (Cont'd)

(a) (Cont'd)

Example B: The 2006 TRC is equal to 2005 TRC times 12 times 89.7 percent, rounded to the nearest million.

8.75M x 12 x 89.7% = $94.18M, rounded to the nearest million

The eligible total Basic Credit available is;

$94M x 119.6% = $112.42M

$112.42M - $94M = $18.42M, rounded to the nearest million equals maximum Basic Credits

(b) Application of the Maximum Basic Credit

The TRC will be divided evenly across the number of months for each Contract Year ending December 31st as described below. The resulting monthly average amount will be the Customer's Monthly TRC commitment.

2005 - Contract Year 1 - 1 month
2006 - Contract Year 2 - 12 months
2007 - Contract Year 3 - 12 months

Example:

2005 TRC equal $8.75M

Maximum Basic Credits will be applied to the Customer's Monthly TRC revenue for Contributory Services, as described in Section 41.66 5 preceding, based on the amount above the Monthly TRC commitment, not to exceed the maximum Basic Credit allowed for each Contract Year as described in Table 7 preceding.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credit (Cont'd)

(b) Application of the Maximum Basic Credit (Cont'd)

If the Customer exceeds the Monthly TRC commitment, a credit will be issued on a monthly basis sixty (60) days in arrears. Monthly credits will be issued for every month the Customer maintains eligibility under Contract Offer No. 66 and exceeds the Monthly TRC Commitment, provided, however, that once the maximum Basic Credit is reached, as described in Table 7 preceding, no additional Basic Credits will be given for that Contract Year.

At MVP expiration, a MATA true-up will be conducted as described in F.C.C. 73, Section 38.3, to determine the Customer's credit amount or required buy-up amount under MVP. The monthly TRC true-up will be calculated at the same time. Customer will be paid the net amount above the TRC. At the end of the Contract Year, a true-up will be conducted, as described in Section 41.66.8, to determine any additional applicable credits or buy-up amount required.

Example: The Customer's MVP expires on October 31, 2005. Under MVP MATA on October 31, the Customer has met its MARC and is due $2M in MVP credits (earned in 2005), plus $1M in MVP SLA credits (earned in 2005), for a total MVP credit amount of $3M.

The Customer's monthly TRC under this Contract Offer is $8.75M, and Customer is billed $9.75M.

The Customer will receive the $1M under Contract Offer No. 66.

At the Contract Year true-up, the total Gross Spend and total credits paid to the Customer, as described in Section 41.66.6 above, will be calculated to determine any additional applicable credit amount or, if a TRC shortfall occurs, the amount of buy-up the Customer will be billed.

If the Customer does not achieve the Monthly TRC commitment in a given month, the Customer will be billed, and will be required to pay, the amount required to meet the Monthly TRC commitment. This payment must be submitted to the Telephone Company no later than (sixty) 60 days after the true-up date. Timely payment of this true-up amount to meet Customer's Monthly TRC commitment shall constitute full satisfaction of Customer's Monthly TRC obligation.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credits (Cont'd)

(b) Application of the Maximum Basic Credit (Cont'd)

Except as provided in Section 41.66.11, credits will not be issued unless the Customer has met the monthly TRC and the 95 percent Access Service Ratio. Under the Contract Year True-up Process, any credits due to the Customer will be paid, except for those months the Customer was not in compliance with the 95 percent Access Service Ratio, or the Temporary Access Service Ratio set forth in Section 41.66.11. Any Basic Credits paid will not exceed the amount described in 41.66.6, Table 7.

A final true-up will take place at the end of each Contract Year as described in Section 41.66.8.

(c) Any of the following credits issued to the Customer and associated with the Contributory Services included in the TRC (including MVP Commitment credits earned in 2005, MVP SLA credits earned in 2005, DVP credits, any Basic Credits received pursuant to this Contract Offer) will be applied by the Telephone Company in satisfaction of any applicable Basic and Achievement Credit obligations under this Contract Offer.

Example

The Customer has Contract Year 1 TRC of $8.75M. The Customer achieves 310 percent of the Contract Year 1TRC, equal to $27.13M. The Customer has received, or is entitled to receive, a total of $7M in MVP Commitment Credits and $2M in MVP SLA Credits, for a total of $9M in credits unrelated to this Contract Offer.

The Basic Credit obligation of the Telephone Company and its affiliated telephone companies providing service pursuant to the Contract Offers, as described in Section 41.66.2 (C), is $18M ($27.13M - $8.75M, rounded to the nearest million), as illustrated in Table 7. The Basic Credit obligation will be satisfied by the $9M in non-contract related credits acquired by the Customer under MVP and MVP SLA, plus $9M in Basic Credits paid pursuant to this Contract Offer. This amount will be determined at the time of the final Contract Year true-up, once all other credits have been applied accordingly.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.6 Calculation of the Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(1) Basic Credits (Cont'd)

(c) (Cont'd)

The Customer will not pay less than the TRC for the Contract Year. If the Customer does not achieve the TRC at the end of each Contract Year through the purchase of Contributory Services, the Customer will be required to pay the deficiency as full satisfaction of this obligation.

Basic Credits shall be calculated and awarded on an aggregate basis across the concurrently subscribed to contract offers as described in Section 41.66.2 (C). If qualified for a Basic Credit, an award of Basic Credit under this Contract Offer shall satisfy any Basic Credit obligations of the concurrently subscribed to contract offers as described in Section 41.66.2 (C), and an award of Basic Credit under such other contract offers shall satisfy any Basic Credit obligations under this Contract Offer No. 66.

(2) Achievement Credits

Achievement Credits are those credits the Customer will receive based on purchases of Contributory Subject Services above the TRC, plus the maximum Basic Credit Amount, as described in Table 7 preceding. Achievement Credits will not be applicable until the maximum Basic Credit amount has been achieved.

(a) The Customer may receive Achievement Credits if the Customer's Gross Spend for any Contract Year exceeds the TRC plus the Maximum Basic Credit, as described in Table 7 preceding. The Customer will receive a discount on Contributory Subject Services equal to 17 percent of total revenue above the sum of the TRC, plus the Maximum Basic Credit Amount. Any applicable Achievement Credit will be paid out at the end of each Contract Year.

Achievement Credits shall be calculated and awarded on an aggregate basis across the Telephone Company and its affiliated telephone companies, as they apply to the contract offers as described in Section 41.66.2 (C). If qualified, award of Achievement Credit under this Contract Offer shall satisfy the Telephone Company's Achievement Credit obligations.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.6 Calculation of Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(2) Achievement Credits (Cont'd)

(a) (Cont'd)

Example:

The Customer has TRC for Contract Year 1 of $8.75M. The Customer achieves 325 percent of TRC equal to $28.44M. The Customer will receive $18M in Basic Credits as described above, and the Customer will receive $223K in Achievement Credits calculated as follows:

($28.44M minus (Contract Year 1 TRC x 310%)) x 17%

$28.44M - $27.13M ($8.75M x 310%) = $1.31M
$1.31M x 17% = $223K (Achievement Credits).

Table 8

310% of TRC	$27.13M
Gross Spend Achievement during Contract Year (GSA)	$28.44M
Difference between 310% of TRC and GSA	$1.31M
Credit due for billed revenue above 310% of TRC x 17%	$223K

The Customer receives $18M in Basic Credits plus $223K in Achievement Credits, for total credits of $18.223M, as described in Table 8.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.6 Calculation of Total Revenue Commitment (TRC) (Cont'd)

(B) Application of Credits (Cont'd)

(3) Transfer of Qualified Services

(a) The Customer may transfer services purchased from SBC non-wholesale entities or channels, or purchased by the Customer under a different Access Customer Name Abbreviation (ACNA) than those identified under this Contract Offer. Upon such transfer, the Customer's TRC commitment must be increased proportionally, based on the amount of revenue associated with the transferred services. The Customer's Maximum Basic Credit amount will not change as a result of this transfer.

Example:

The Customer has a Contract Year 1 TRC of $8.75M and is eligible to earn up to a maximum of $18M in Basic Credits. The Customer transfers $10M of services from a non-SBC wholesale entity. The Customer's new Contract Year 1 TRC will be $18.75M ($8.75M plus $10M = $18.75M). The Customer's maximum Basic Credit ($18M) will not change as a result of the transfer.

This increase in the TRC amount will apply to Contract Year 2 and Contract Year 3, as well as the optional Contract Year Extensions.

41.66.7 Portability

(A) The Telephone Company will waive termination liability charges for moves and/or disconnection of non-channelized DS1, DS3, [1] services connecting to an end user premise, provided the conditions listed below are met, and provided the Eligibility Criteria in Section 41.66.2, and terms and conditions in Section 41.66.3 have been met. If the Customer both (i) fails to meet the monthly TRC during the Contract period pursuant to Section 41.66.6, and (ii) fails to pay the True-up amount, as defined in Section 41.66.8, or if the Customer fails to comply with the terms and conditions of their underlying term plans, the Customer will be back-billed for termination liability charges that were waived during the Term Period, up to a maximum of two years of such charges, to the extent such termination liability charges would otherwise apply under the relevant underlying term plans. Portability will apply subject to the following terms and conditions:

(1) Each move and/or disconnection must be from any SBC Tariff as described in Section 41.66.1; and

(2) Services moved or disconnected must be in the Price Flex MSAs described in Tariff F.C.C. No. 73, Section 39.

[1] See footnote (1) on page 41-566.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.7 Portability (Cont'd)

(A) (Cont'd)

(3) Services must be non-channelized and must include at least one end user termination. The end user must be disconnected.

(4) The Customer must meet the minimum in-service period for each service, as described below:

(a) DS1 - no minimum in-service period;
(b) DS3, [1] and [1] Services - 1 year minimum in-service period; and
(c) [1] and [1] Services - 3 year minimum in-service period;

(5) The Customer must continue to meet the terms and conditions of any underlying term plan.

41.66.8 End of Contract Year True-up Process

A true-up calculation will be performed at the end of each Contract Year during the Term Period as follows:

(A) At the end of each Contract Year, the Customer's Gross Spend, as defined in Section 41.66.6 preceding, will be calculated to determine the applicable Basic Credit and Achievement Credits.

For true-up calculation purposes, the Gross Spend for Contract Year 1 will include the Customer's Contributory Service revenue for the full 2005 calendar year. The amount of Contributory Service minimum required revenue at final true-up for Contract Year 1 will be the 2005 TRC, plus 11/12ths of 86.5 percent of the 2004 Gross Spend, rounded to the nearest million. The applicable Basic Credit Amount and Achievement Credit Amount received as a result of this calculation will apply only to the TRC amount included in this Contract Offer, as described in Section 41.66.6 Table 7 preceding.

For Contract Years 2 and 3, the minimum required revenue shall be equal to the TRC.

The Basic Credit Amount shall be equal to the Gross Spend minus the TRC for each year (or, for Contract Year 1, the Gross Spend minus the sum of the TRC plus 11/12ths of 86.5 percent of 2004 Gross Spend), provided, however, that the Basic Credit Amount shall not exceed the amount provided in Section 41.66.6 Table 7 preceding, and will only apply to the TRC amount included in this Contract Offer.

Credits received under this Contract Offer during the Contract Year, as well as any MVP credits earned in 2005, MVP SLA credits earned in 2005, and DVP credits, will be calculated to determine the amount of Basic Credit the Customer has been paid.

[1] See footnote (1) on page 41-566.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.8 End of Contract Year True-up Process (Cont'd)

(B) If the Customer's Gross Spend for Contributory Services, after all credits and shortfall payments described above, is greater than the minimum required revenue at time of the true-up, the Customer will receive a Basic Credit against Contributory Subject Services equal to the amount above the TRC, not to exceed the amount outlined in Section 41.66.6(B) Table 7 preceding.

Example 1: The Customer's TRC for the first Contract Year is $8.75M. The Customer's Gross Spend for Contributory Services, after all credits and adjustments as described above, is $10M. The Customer will receive an additional Basic Credit equal to $1.25M

If the Customer's Gross Spend for Contributory Services, after all credits and shortfall payments described above, is below the minimum required revenue at the time of the true-up, the Customer will be billed the amount required to meet the minimum required revenue and will pay such charge pursuant to Section 41.66.8 (D).

Example 2: The Customer's TRC for the first Contract Year is $8.75M. The Customer's Gross Spend for Contributory Services, after all credits and adjustments as described above, is $7M. The Customer must pay $1.75M.

If the Customer's Gross Spend for Contributory Services, after all credits and shortfall payments described above, is greater than the TRC times the maximum Basic Credit (plus 11/12ths of 86.5% of 2004 Gross Spend for Contract Year 1), as described in Section 41.66.6, Table 7, the Customer will receive the Maximum Basic Credit against Contributory Subject Services as described above, and an Achievement Credit against Contributory Subject Services (equal to a 17 percent discount on services above the TRC times the maximum Basic Credit amount, plus 11/12ths of 86.5 percent of 2004 Gross Spend for Contract Year 1).

Example 3: The Customer's TRC for the first Contract Year is $8.75M. The Customer's Gross Spend for Contributory Services after all credits and adjustments as described above, is $28.44M. The Customer receives $18M in Basic Credits and $223K in Achievement Credits.

(C) If, at the time of final true-up, the Telephone Company or any of its affiliated telephone companies described in Section 41.66.2 (C), owe the Customer a Basic Credit amount as described above, the credit will be applied to the Customer's bill no later than 60 days after the final true-up date.

(D) If, at the time of true-up, the Customer must make a true-up payment to meet the TRC as described above, the true-up payment must be submitted to the Telephone Company no later than 60 days after the true-up date. The true-up amount will appear on the Customer's monthly invoice.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.9 Contract Extension Options

At the Customer's option, the Customer may extend this Contract Offer at the end of the Term Period. The Customer may extend for one year at the end of Term Period (First Extension Option), and may also extend the Contract Offer by another year at the end of the first extension year (Second Extension Option). The First Extension Option and Second Extension Option must be exercised concurrently for all contract offers described in Section 41.66.2(C). Those contract offers may not be extended individually. To exercise either option, the Customer must notify the Telephone Company and its affiliated telephone companies as described in Section 41.66.2 (C), in writing, no later than 60 days prior to the expiration of the Term Period or, for the Second Extension Option, 60 days prior to the expiration of the First Extension Option.

For the First Extension Option, the TRC shall be determined as follows:

The TRC amounts for the First Extension Option will be equal to the last 3 months of qualified Contributory Services revenue in Contract Year 3 times 4 times 83 percent, or the Contract Year 3 TRC, whichever is greater. The maximum Basic Credit will be equal to the TRC times 120 percent minus the TRC amount, less any Basic Credit reductions applied during the Term Period of this Contract Offer, as described in Section 41.66.11(A) following. An Achievement Credit of 17 percent will apply on revenue above 120 percent of the TRC, except as described in Section 41.66.11 (A) following.

Example:

(TRC X 120% - TRC) - (any credit reduction as described in Section 41.66.11)

For the Second Extension Option, the TRC shall be determined as follows:

The TRC amount for the Second Extension Option will be equal to the last 3 months of qualified Contributory Services revenue in Contract Year 4 times 4 times 83 percent, or the Contract Year 4 TRC, whichever is greater. The maximum Basic Credit Amount will be equal to the TRC times 120 percent minus the TRC amount, less any Basic Credit reductions applied during the Term Period of this Contract Offer, or under the First Extension Option as described in Section 41.66.11(A) following. An Achievement Credit of 17 percent will apply on revenue above 120 percent of the TRC, except as described in Section 41.66.11 (A) following.

Example:

(TRC X 120% - TRC) - (any credit reduction as described in Section 41.66.11)

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 – Access Discount Offer (Cont'd)

41.66.10 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 66 pursuant to F.C.C. No. 73, Section 2.2.1 of this Tariff, the Telephone Company will acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 73, Section 2.2.1, unless:

(A) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (1) or (2) below, or

(B) if the proposed assignee or transferee or its parent company has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(1) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50 percent 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.

(2) The proposed assignee or transferee 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 "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

All of the contract offers described in Section 41.66.2(C) must be assigned or transferred concurrently. Those contract offers may not be assigned or transferred individually.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 – Access Discount Offer (Cont'd)

41.66.11 Mergers and Acquisitions

(A) The terms and conditions 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 its stock or assets to any other entity, or purchases all stock or substantially all stock or assets of another company (the foregoing generally referred to herein as a merger or acquisition). Any other company involved in such merger or acquisition shall be identified for purposes of this Contract Offer as an Acquired Company, without regard to whether the Customer or the Acquired Company is the surviving entity following the transaction. The Transaction Close Date shall be the date upon which a stock purchase has been completed and/or the final date on which the assets of the acquired/merged company have been purchased. Upon the Transaction Close Date, if the Acquired Company purchases any services that are Contributory Services under this Contract Offer No. 66 from the Telephone Company and each of its affiliated telephone companies in each of the contract offers described in Section 41.66.2 (C), the Contributory Services purchased by the Acquired Company will not count toward the Gross Revenue achievement or TRC amount, and the Contributory Services provided for in this Contract Offer will continue to be maintained at the same volume, rates, terms, and conditions as outlined herein.

Effective upon the Transaction Close Date:

The Acquired Spend shall be calculated for the Acquired Company, including the Acquired Company's billed revenue for Contributory Services consistent with the manner of calculating Gross Spend, as provided in Section 41.66.6(A) of this Contract Offer, plus the Acquired Company's billed revenue for UNE or equivalent offerings, as described in Section 41.66.4, Table 2.

(1) If the Acquired Spend (calculated based on the billed revenue of the Acquired Company during the three months immediately prior to the Transaction Close Date, times four) is less than or equal to 15 percent of the billed revenue for both Contributory Services and UNE, or equivalent offerings provided to the Customer prior to the Transaction Close Date, this Contract Offer shall remain in force without change, unless Customer includes the Acquired Spend in this Contract Offer, as provided in Section 41.66.11(B) of this Contract Offer.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.11 Mergers and Acquisitions (Cont'd)

(A) (Cont'd)

(1) If the Acquired Spend (calculated based on the billed revenue of the Acquired Company during the three months immediately prior to the Transaction Close Date, times four) is greater than 15 percent of the billed revenue for both Contributory Services and UNE, or equivalent offerings provided to the Customer prior to Transaction Close Date, the following provisions shall apply:

(a) The Customer's Calculated Annual Spend shall be the Customer's actual annualized billed revenue for Contributory Services (calculated as the Customer's billed revenue during the three months immediately prior to the Transaction Close Date, times four). The Ceiling shall be the sum of the TRC plus the Maximum Basic Credit. If the Customer's Calculated Annual Spend is less than the Ceiling, the Customer's Maximum Basic Credit shall be reduced by an amount equal to the difference between the Ceiling and the Calculated Annual Spend. The Customer's TRC shall not change. The reduced Maximum Basic Credit shall apply thereafter throughout the Term Period, unless subsequently reduced pursuant to this provision as a result of a subsequent merger or acquisition. Thereafter, the Customer shall not receive Achievement Credits for any revenue above the Calculated Annual Spend, except as described in Section 41.66.11(A)(3) of this Contract Offer.

Example: The Customer's Year 2 TRC is $90M and its Maximum Basic Credit is $18M, for a Ceiling of $108M (TRC plus Maximum Basic Credit).

On the Transaction Close Date, the Customer's Calculated Annual Spend (billed revenue for Contributory Services during the prior three months, times four) is $100M. The Customer's TRC remains $90M, and the Customer's Maximum Basic Credit is reduced to $10M. The Maximum Basic Credit remains at $10M thereafter, unless further reduced as a result of a subsequent merger or acquisition.

No Achievement Credits will apply to any revenue over $100M.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 – Access Discount Offer (Cont'd)

41.66.11 Mergers and Acquisitions (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

(b) If the Customer's Calculated Annual Spend is equal to or greater than the Ceiling, neither the TRC nor the Maximum Basic Credit shall change, except as provided in Section 41.66.11(A)(3) of this Contract Offer. The Customer shall not receive Achievement Credits for any revenue above the Ceiling during the months after the Transaction Close Date, except as provided in Section 41.66.11(A)(3) of this Contract Offer. Any Achievement Credits earned after the maximum Basic Credit amount has been achieved, but prior to the Transaction Close Date, will continue to apply.

Example: The Customer's Year 2 TRC is $90M and the Maximum Basic Credit is $18M for total of $108M.

On the Transaction Close Date, the Calculated Annual Spend (billed revenue for Contributory Services during the prior three months, times four) is $112M. The Customer's TRC remains $90M and the Maximum Basic Credit remains $18M.

Achievement Credits will apply to Contributory Service revenue during any month after the month in which the Customer reaches the Maximum Basic Credit amount, but before the Transaction Close Date. Achievement Credits will not apply after the Transaction Close Date.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.11 Mergers and Acquisitions (Cont'd)

(A) (Cont'd)

(3) If the Customer wishes to include Contributory Services provided to the Acquired Company in this Contract Offer, the Customer must so notify the Telephone Company within nine (9) months after the Transaction Close Date. If the Customer chooses to include the Acquired Company's Contributory Services in this Contract, the Acquired Spend (calculated based on the billed revenue of the Acquired Company during the three months immediately prior to the date upon which the Customer provides notification pursuant to this provision, times four) will be added to the Customer's then-current TRC. In addition, the revenues resulting from any conversion of UNE or equivalent offerings to qualified Contributory Subject Services, whether voluntary or required, shall also be added to the Customer's then-current TRC, according to the rates that would apply to those Contributory Services under this Contract Offer. The Maximum Basic Credit shall be determined according to Section 41.66.11(A) of this Contract Offer. Achievement Credits will apply to revenue above the Ceiling, beginning upon the date the Customer provides notification pursuant to this provision. Upon including the other company's Contributory Services in this Contract Offer, any pricing flexibility contract offer, or similar intrastate arrangement governing the included services, shall be deemed terminated and any termination liability or other charges will apply, as provided in the previously effective pricing flexibility contract offer or similar intrastate arrangement. The Customer's Maximum Basic Credit amount will not change as a result of this transfer except as described in Section 41.66.11(A)(2)(a) of this Contract Offer. The Access Service Ratio, as described in Section 41.66.4, will be applicable to all of the Customer's affiliates, regardless of their inclusion in, or exclusion from, this Contract Offer (except as described in Section 41.66.11(B) of this Contract Offer). The increase in the Customer's TRC shall apply thereafter, except to the extent the TRC may be further modified pursuant to this Contact Offer.

Example A: The Customer has a Year 2 TRC of $90M, and the Maximum Basic Credit is $18M. The Customer acquires another company with annualized Contributory Service revenues of $40M, and the Customer chooses to add the Acquired Company's Contributory Services business to this Contract Offer. The Customer's new Contract Year 2 TRC will be $130M ($90M plus $40M = $130M). The Customer's Maximum Basic Credit ($18M) will not change, except as described in Section 41.66.11(A)(2)(a) of this Contract Offer. The new TRC will apply thereafter, unless the TRC is subsequently changed pursuant to this Contract Offer.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 – Access Discount Offer (Cont'd)

41.66.11 Mergers and Acquisitions (Cont'd)

(B) Mergers and Acquisitions Affecting Access Service Ratio

If any merger or acquisition affects the Customer's Access Service Ratio, the Customer and any affiliated entities that existed as of the Transaction Close Date (as determined by the applicable ACNA's) shall comply with the Access Service Ratio requirements of this Contract Offer, as described in Section 41.66.4 of this Contract Offer, subject to the provisions of this Section 41.66.11(B).

If the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain assets to any other entity, or purchases:

(1) All stock, or substantially all stock or certain assets of another company, and the merger or acquisition will cause the Customer to fall below Access Services Ratio Terms and Conditions as defined in Section 41.66.4, regardless of whether the Customer chooses to include the Acquired Company's Contributory Services in this Contract Offer, the following will apply.

(a) A Temporary Access Service Ratio will be calculated in a manner consistent with the calculation of the Access Service Ratio as described in Section 41.66.4 of this Contract Offer, for the Acquired Company, for the month immediately following the Transaction Close Date, according to the following formula.

$$\frac{\text{Acquired Company Access Revenue}}{\text{Acquired Company Access Revenue + Acquired Company Wholesale Revenue}}$$

Example:

$$\frac{\text{\$35M Access}}{\text{\$35M Access + \$34M Wholesale}}$$

The Temporary Access Services Ratio would be:

50.7%/49.3%

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 – Access Discount Offer (Cont'd)

41.66.11 Mergers and Acquisitions (Cont'd)

(B) Mergers and Acquisitions Affecting Access Service Ratio (Cont'd)

(1) (Cont'd)

(b) The Temporary Access Service Ratio will apply to the Acquired Company's Contributory Services until the earlier of nine (9) months after the Transaction Close Date, or the date upon which the Customer notifies the Telephone Company of its election to add the Acquired Company's Contributory Services to this Contract Offer, whichever is earlier. While the Temporary Access Service Ratio remains in effect, the Contributory Services of the Acquired Company must at all times meet or exceed the Temporary Access Service Ratio.

Thereafter, a Combined Access Service Ratio shall be calculated according to the following formula:

$$\frac{\text{Combined Access Revenue}}{\text{Combined Access Revenue + (Combined Wholesale – Acquired Wholesale Revenue)}}$$

The Acquired Wholesale Revenue in the combined equation shall be measured at the earlier of nine (9) months after the Transaction Close Date or the date upon which the Customer notifies the Telephone Company of its election to add the Acquired Company's Contributory Services to this Contract Offer, whichever is earlier.

Example:

$$\frac{\$140M}{\$140M + (\$37M - \$35M)}$$

The combined Access Service Ratio of 98.6%/1.4% exceeds the 95%/5% ratio required.

(c) Once the Combined Access Service Ratio has been calculated, the combined Company (the Customer and Acquired Company, considered together) must meet or exceed a Combined Access Service Ratio of 95 percent for all services (Contributory and UNE or other equivalent offerings) purchased thereafter. Any wholesale services purchased by the Acquired Company prior to the earlier of the date nine months after the Transaction Close Date, or the date upon which the Customer notifies the Telephone Company of its election to add the Acquired Company's Contributory Services to this Contract Offer, will be deducted from the Combined Wholesale Revenue for purposes of calculating the Combined Access Service Ratio.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 – Access Discount Offer (Cont'd)

41.66.11 Mergers and Acquisitions (Cont'd)

(B) Mergers and Acquisitions Affecting Access Service Ratio (Cont'd)

(1) (Cont'd)

(d) Services included in the calculation of the Temporary Access Service Ratio or the Combined Access Service Ratio shall be the same as those described in Section 41.66.4 of this Contract Offer.

(e) If the Customer and/or the Acquired Company fails to meet or exceed the Temporary Access Service Ratio or the Combined Access Service Ratio, the remedies provided in Section 41.66.4 of this Contract Offer shall apply.

(f) The provisions of this Section 41.66.11 shall apply to each merger or acquisition during the Term Period.

(2) If the Customer chooses to include the Acquired Company's Contributory Services in this Contract Offer, Contributory Services previously provided to the Acquired Company shall be included in this Contract Offer immediately upon the Telephone Company's receipt of the Customer's notice of intent to include them, and the TRC will be increased by the amount of the Acquired Company's qualified revenues. In addition, the monthly TRC will be increased to reflect the conversion of any unbundled network elements and equivalent offerings to Contributory Subject Services subject to this Contract Offer. Any converted services will be billed as Contributory Subject Services subject to this Contract Offer, and will be included in the TRC, effective upon the date on which receives the Customer's request to convert. The Customer's Maximum Basic Credit will not change as a result of the inclusion of the Acquired Company's Contributory Services in this Contract Offer, except as described in 41.66.11(A) preceding. The recalculated monthly TRC will apply for the remainder of that Contract Year. In each subsequent Contract Year, the TRC will continue to include the revenues associated with the Acquired Company's Contributory Services.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.12 Cessation of Business

If, at any time during the Term Period, the Telephone Company, or any of its affiliated telephone companies, cease to provide telecommunications services in any MSA subject to this Contract Offer, or any of the other Contract Offers as described in Section 41.66.2 (C), sells or divests its operating assets in any MSA subject to this Contract Offer, or otherwise ceases to provide any of the Contributory Services subject to this Contract Offer, the TRC will be decreased by the amount of the qualified revenue associated with the Contributory Services no longer provided by the Telephone Company or its affiliated telephone companies.

41.66.13 Termination Liability Charges

Termination liability language described below applies in lieu of the termination liability language in F.C.C. No. 73, Section 7, Section [1] and Section [1]. If the Customer terminates Contract Offer No. 66 before the expiration of the Term Period for any reason, except for that defined in 41.66.13 (B) below, the Customer must pay the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination. The Customer must provide written notification to the Telephone Company ninety (90) days prior to the desired date of termination. This notification must include the date upon which the Customer will terminate the Contract Offer.

(A) If the Customer fails to meet any of the eligibility criteria in Section 41.66.2, or fails to meet any of the terms and conditions in Contract Offer No. 66, then the Telephone Company shall provide the Customer with written notification of such non-compliance, and the Customer will have sixty (60) days to return to compliance. If the Customer does not return to compliance within such time period, the Customer will be deemed to have terminated its participation in Contract Offer No. 66, and termination liability charges will apply as stated in 41.66.13(C), and will be payable within sixty (60) days from the time the contract is deemed terminated.

[1] See footnote (1) on page 41-566.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.13 Termination Liability Charges (Cont'd)

(B) If the Telephone Company and its affiliated telephone companies providing service pursuant to the contract offers described in Section 41.66.2(C) fail, in the aggregate, to maintain a Network Availability cumulative annual target of 90 percent for all Contributory services for twelve consecutive months, the Customer will have the option to notify the Telephone Company of the Customer's intent to terminate this Contract Offer. The Customer must provide the Telephone Company with ninety (90) days notice of the Customer's intent to invoke this escape clause and return its services to standard special access services. The Telephone Company will have sixty (60) days, from the date that Customer notice is received, to rectify the service problems or the Customer will be allowed to terminate this offering without incurring any termination liability on the services moved to standard Special Access services. If the Telephone Company and its affiliated telephone companies meet the Network Availability targets within sixty (60) days, the Customer will continue to purchase services under this Contract Offer.

The following occurrences will not be included in the measurements described in the calculation of Network Availability:

(1) In the case of labor disputes, governmental orders, civil commotions, or criminal actions taken against the Telephone Company or its affiliated telephone companies, the Telephone Company and its affiliated telephone companies will be excused for the duration of these events.

(2) In the case of actions outside of the Telephone Company or its affiliated telephone companies' reasonable control (e.g., catastrophic weather conditions) that have a severe impact on the Telephone Company or its affiliated telephone companies' ability to provision and repair service, the Telephone Company and its affiliated telephone companies will be excused, for the duration of the situation, from the performance measures set forth herein. Any such temporary exemption will apply only to the dispatch area(s) directly affected by the situation, and the Telephone Company and its affiliated telephone companies will return to the levels of performance required hereunder as promptly as is reasonably practicable. To the extent additional dispatch areas are impacted by such a situation, the Telephone Company and its affiliated telephone companies will give prompt notice to the Customer of the scope and nature of such impact so the parties can determine whether additional temporary exemptions from the applicable performance measures are appropriate.

(3) Performance shall be excused for the duration of any interruptions caused by the negligence of the Customer, the Customer's end-user, or other third parties not affiliated with the Telephone Company or its affiliated telephone companies.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 - Access Discount Offer (Cont'd)

41.66.13 Termination Liability Charges (Cont'd)

(B) (Cont'd)

(4) Performance shall be excused for the duration of any interruptions of a service due to the failure of equipment or systems provided by the Customer or parties other than the Telephone Company or its affiliated telephone companies.

(5) Performance shall be excused for the duration of any interruptions of a service during any period in which the Telephone Company or its affiliated telephone companies are not afforded access to the premises where the service is terminated.

(6) Performance shall be excused for the duration of any interruptions of a service when the Customer has released that service to the Telephone Company or any of its affiliated telephone companies for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.

(7) Performance shall be excused for the duration of any interruptions of a service which continue because of the failure of the Customer to authorize replacement of any element of special construction, as set forth in Section 5 and Section 13 of F.C.C. No. 73.

(8) Performance shall be excused for the duration of any interruptions that occur on facilities that the Customer elected not to release the service to the Telephone Company or its affiliated telephone companies for testing and/or repair.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.66 Contract Offering No. 66 – Access Discount Offer (Cont'd)

41.66.13 Termination Liability Charges (Cont'd)

(C) If the Customer terminates its subscription to this Contract Offer prior to the end of the Term Period, for any reason other than described in 41.66.13 (B), the Customer must pay termination liability charges as described below:

Termination of Contract during:

Contract Year 1 – Any credits received under this Contract Offer plus 25% of TRC for remaining months of Term Period

Contract Year 2 – Last 6 months of credit received under this Contract Offer plus 25% of TRC for remaining months of Term Period.

Contract Year 3 – Last 6 months of credit received under this Contract Offer plus 10% of total TRC for Contract Year 3.

Example:

The Customer's 2006 TRC is $90M. The Customer terminates the contract on April 31, 2006. The Customer has 20 months remaining on the Term Period and has received $6M in credits under this Contract Offer in the 6 months prior to termination. The customer will owe $43.4M in termination liability

$26.25M x 4 = $105M
$105M times 89.7% = $94M
$94M/12 = $7.8M x 8 = $62M x 25% = $15.5M for remainder of Contract Year 2

plus

$105M times 83.4% = $87.5M
$87.5M x 25% = $21.9M for Contract Year 3

Contract Year 2 + Contract Year 3 + Last 6 months of credits

$15.5M + $21.9M + $6M = $43.4M Termination Liability

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.67 Contract Offer No. 67 – [1] Service Offer

41.67.1 General Description

OC-48 Dedicated SONET Ring Service Offer (Contract Offer No. 67) is an access services discount pricing plan that permits Customers that meet the Eligibility Criteria in Section 41.67.3 and the terms & conditions in Section 41.67.4 to purchase Subject Services in Section 41.67.2 at discounted rates listed in Section 41.67.5. Subject Services provided under Contract Offer No. 67 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) described in Section 41.67.3(B). Contract Offer No. 67 is available for subscription from November 24, 2005 through December 24, 2005. This Contract Offer is not renewable.

41.67.2 Subject Services

(A) Contract Offer No. 67 applies to the following pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Southwestern Bell Telephone Company Tariff F.C.C. No 73, Section [1] – [1] Service;

(2) Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Section 39.5.2.12 - DS3 MegaLink Custom Service;

(3) Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Section 39.5.2.7 - DS1 High Capacity Service; and

(4) Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Section [1] – [1] Service.

(B) All terms and conditions for the Subject Services listed above are governed by their respective tariff sections, except as noted herein.

41.67.3 Eligibility Criteria

The following eligibility criteria must be met to receive the Contract Offer No. 67 discounted rates:

(A) Services must be pricing flexibility qualified access services listed in Section 41.67.2(A);
(B) Services must be located in the Houston, Texas MSA;

[1] Material previously contained in this section has been deleted. DSRS amd OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 67 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions’ website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.67 Contract Offer No. 67 – [1] Service Offer (Cont'd)

41.67.3 Eligibility Criteria (Cont'd)

(C) Subject Services ordered pursuant to this Contract Offer must be new; and
(D) All traffic must originate or terminate at a Mobile Switching Center(MSC).

41.67.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be five (5) years commencing on the date billing begins. Billing shall begin no later than 30 days after the Telephone Company's completion of the [1] access service order. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options described in Southwestern Bell Telephone Company Tariff F.C.C. No. 73 for [1], DS3 and DS1 Service. If, at the expiration of the Customer's Contract Term Period, the Customer does not choose to disconnect or to select one of those payment options, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 39.

Rate stability under Contract Offer No. 67 shall apply only to the rates specific to this Contract Offer, as provided in the Rate Table in Section 41.67.5 of this Contract Offer. Subject Services are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer. Subject Services are also subject to general terms and conditions of F.C.C. Tariff No. 73, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

Purchase of the services listed above under Contract Offer No. 67 are subject to the specific terms and conditions of Section 41.67.4. Purchases of the services listed above under Contract Offer No. 67 are also subject to general terms and conditions of F.C.C. Tariff No. 73, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

[1] See footnote (1) on page 41-594.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.67 Contract Offer No. 67 - [1] Service Offer (Cont'd)

41.67.4 Terms and Conditions (Cont'd)

(B) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(C) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges, which are the documented actual costs incurred by the Telephone Company up to the date of cancellation.

(D) If the Customer discontinues service under Contract Offer No. 67 during the Term Period, termination liability charges will apply in accordance with Section 41.67.10.

(E) Any additional service features or functions not included in Section 41.67.5 of this Contract Offer must be requested by the Customer, and will be provided by the Telephone Company according to Section 39 - Metropolitan Statistical Area Access Services.

(F) The Customer must purchase, at minimum, the following services, all of which must be located in the Houston, Texas MSA:

(i) Two (2) [1] to be ordered within thirty (30) days of contract subscription; and

(ii) Five Hundred (500) subtending DS1 services, within twelve (12) months of contract subscription

(G) All [1], DS3 and DS1 elements listed in Section 41.67.5 must subtend [1] Services ordered pursuant to this Contract Offer.

(H) The Customer may not combine this Contract Offer with any other promotional, contract offering, or discount Plan.

41.67.5 Rates and Charges

(A) [1] Rates and Charges:
The Customer shall receive a 25 percent discount from the 60 month term rate elements provided in Section 39.5.2.15 for [1] Service, as outlined in Table A. The rates in Table A reflect a 25 percent discount. Prevailing tariff Non-Recurring Charges in Section [1] for [1] service shall apply.

[1] See footnote (1) on page 41-594.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.67 Contract Offer No. 67 - (1) Service Offer (Cont'd)

41.67.5 Rates and Charges (Cont'd)

(A) (Cont'd)

Table A

(1) **Rate Elements**	**USOC**	**Rate**
(1)		
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)		
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)		
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)		
(1)	(1)	(1)
(1)		
(1)	(1)	(1)
(1)	(1)	(1)
(1)		
(1)	(1)	(1)

(1) See footnote (1) on page 41-594.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.67 Contract Offer No. 67 – [1] Service Offer (Cont'd)

41.67.5 Rates and Charges (Cont'd)

(A) (Cont'd)

If new [1] are added after the installation of the initial [1] pursuant to 41.67.5(A), the Term Plan applicable to any new [1] Service will be co-terminus with the Term Period provided in section 41.67.4(A) of this Contract Offer, except as otherwise provided below:

If new [1] service is ordered during the last twelve (12) months of the Term Period, the Customer will be billed, and must pay, the MRCs listed in Table A for a minimum period of twelve (12) months to be billed at a lump sum at the end of the Term Period. If the application of this Section 44.67.5 would result in a term of less than twelve (12) months applicable to any [1] Service, the Customer shall be billed at the above MRCs as a lump sum to be billed at the end of the Term Period. The lump sum would be calculated by multiplying the number of months times the monthly recurring rates as outlined in this Section.

(B) Subtending DS3 Service Rates and Charges: Customer will receive a 25 percent discount from the 60 month term rates provided in Section 39.5.2.12 for Megalink Custom DS3 Service, as outlined in Table B, below. Table B rates reflect a 25 percent discount.

Table B

DS3 Rate Element	**USOC**	**Rate**
DS3 CHANNEL TERMINATION – Per Point of Termination	TUZPX	$731.25
INTEROFFICE CHANNEL MILEAGE Fixed	1OXHX	$337.50
INTEROFFICE CHANNEL MILEAGE Per mile	1J5HS	$33.75
CENTRAL OFFICE MULTIPLEXING – DS3 TO DS1 – Per Arrangement	MKM	$356.25

When a DS3 is added to the [1], the DS3 shall be subject to a sixty (60) month service term. Prevailing tariff Non-Recurring Charges for DS3 service shall apply.

[1] See footnote (1) on page 41-594.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.67 Contract Offer No. 67 – [1] Service Offer (Cont'd)

41.67.5 Rates and Charges (Cont'd)

(B) (Cont'd)

Following the end of the Term Period of this Contract Offer, any DS3 service purchased subject to this Contract Offer shall be provided according to the rates, terms and conditions of the otherwise applicable sixty (60) month term plan. Otherwise applicable Non-Recurring Charges for DS3 service shall apply as referenced in Section 39.

(C) Subtending DS1 Service Rates and Charges:
Customer will receive a 27 percent discount from the sixty (60) month term rates provided in Section 39.5.2.7 for High Capacity DS1 Service, as outlined in Table C, below. Table C rates reflect a 27 percent discount.

Table C

DS1 RATE ELEMENT	USOC	Rate
DS1 CHANNEL TERMINATION – Per Point of Termination	TMECS	$67.16
INTEROFFICE CHANNEL MILEAGE Fixed	1L5XX	$24.82
INTEROFFICE CHANNEL MILEAGE Per mile	1L5XX	$7.30
CENTRAL OFFICE MULTIPLEXING – DS1 TO DS0 – Per Arrangement	MQ1	$116.80

When a DS1 is added to the [1], the DS1 shall be subject to a sixty (60) month service term. Prevailing tariff Non-Recurring Charges for DS1 service shall apply.

(D) Subtending [1] Service Rates and Charges:
Customer will receive a 25 percent discount on the sixty (60) month term rate elements set forth in Section 39.5.2.17 [1] Service for any OCN point-to-point service that subtends [1] Services ordered pursuant to this Contract Offer, as outlined in Table D. Table D rates reflect a 25 percent discount.

[1] See footnote (1) on page 41-594.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.67 Contract Offer No. 67 - [1] Service Offer (Cont'd)

41.67.5 Rates and Charges (Cont'd)

(D) (Cont'd)

Table D

[1] **Rate Element**	**USOC**	**Rate**
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1] **Rate Element**	**USOC**	**Rate**
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1] **Rate Element**	**USOC**	**Rate**
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]

[1] See footnote (1) on page 41-594.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.67 Contract Offer No. 67 – [1] Service Offer (Cont'd)

41.67.5 Rates and Charges (Cont'd)

(D) (Cont'd)

When an [1] is added to the [1], the [1] shall be subject to a sixty (60) month service term. Prevailing tariff Non-Recurring Charges for [1] service shall apply.

Following the end of the Term Period of this Contract Offer, any [1] service purchased subject to this Contract Offer shall be provided according to the rates, terms and conditions of the otherwise applicable sixty (60) month term plan. Otherwise applicable Non-Recurring Charges for [1] service shall apply as referenced in Section [1].

41.67.6 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to F.C.C. No. 73, Section 2.1.2, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 73, 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) or (B) 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 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 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.

[1] See footnote (1) on page 41-594.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.67 Contract Offer No. 67 - OC-48 [(1)] Service Offer (Cont'd)

41.67.7 Mergers and Acquisitions

The terms and conditions of this Contract Offer shall continue in full force and in 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, 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.

41.67.8 Upgrade Option

(A) If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Services provided under this Contract Offer, and such new offering(s) employ new technology not available from the Telephone Company at the commencement of the Term Period, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Services provided under this Contract offer, without incurring termination liability under this Contract Offer, provided, however, that the Customer's contract offer or other contract or tariff governing the new service offerings must include a term period and billing equal to, or greater than, those of this Contract Offer. The Customer may exercise the upgrade option provided the following conditions are met:

(1) The Customer must meet all eligibility requirements outlined in Section 41.67.3, and terms and conditions outlined in Section 41.67.4;

(2) The Customer must notify the Telephone Company 90 days prior to exercising this option; and

(3) The Customer will be responsible for all Non-Recurring Charges associated with the upgrade as well as any Special Construction Charges incurred by the Telephone Company to provision the upgraded service.

[(1)] See footnote (1) on page 41-594.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.67 Contract Offer No. 67 - [1] Service Offer (Cont'd)

41.67.9 Portability

The Telephone Company will waive otherwise applicable termination liability charges for moves of existing DS1 and DS3 Subject Services, provided that the Customer complies with the conditions set forth below. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for those charges on a quarterly basis.

(A) The Customer must be in compliance with all terms and conditions of this Contract Offer;

(B) DS1 Subject Services must have been in service for a minimum of twelve (12) months to be eligible for portability; and

(C) DS3 Subject Services must have been in service for a minimum of two (2) years to be eligible for portability.

41.67.10 Termination Liability

Termination liability language shall apply as described below in lieu of the termination liability provisions of F.C.C. No. 73, Sections 7, 20, [1] and [1]. If the Customer terminates this Contract Offer before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination Liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 41.67.3 or the terms and conditions in Section 41.67.4.

These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described below.

The Customer's termination liability charges shall be equal to:

50% of all Monthly Recurring Charges for the balance of the Customer's five (5) year Term Period for all services under contract ([1], [1], DS3 and DS1 services).

Upon termination, all Subject Services then remaining in service will be converted to the prevailing month to month extension tariff rates applicable to the Subject Service. Prevailing tariff rates are highlighted in Section 7 for Phase 1 MSAs, and Section 39 for Phase 2 MSAs.

[1] See footnote (1) on page 41-594.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.67 Contract Offer No. 67 - [1] Service Offer (Cont'd)

41.67.10 Termination Liability (Cont'd)

The termination liability charge shall be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a $75,000 Monthly Recurring Charge terminates service after three(3) years, and has twenty-four (24) months remaining on the five (5) year Term Period. The termination liability would be calculated as:

$75,000 X 24 months X 50% = $900,000 termination liability charge

[1] See footnote (1) on page 41-594.

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41. Pricing Flexibility Contract Offerings

41.68 Contract Offer No. 68 – [1] Service Offer

41.68.1 General Description

[1] Offer (Contract Offer No. 68) is an access services discount pricing plan that permits Customers that meet the Eligibility Criteria in Section 41.68.3 and the terms & conditions in Section 41.68.4 to purchase Subject Services in Section 41.68.2 at discounted rates listed in Section 41.68.5. Subject Services under Contract Offer No. 68 are available only in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) described in Section 41.68.3(B). Contract Offer No. 68 is available for subscription from November 24, 2005 through December 24, 2005. This Contract Offer is not renewable.

41.68.2 Subject Services

(A) Contract Offer No. 68 applies to the following pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Southwestern Bell Telephone Company Tariff F.C.C. No 73, Section [1] – [1] Service;

(2) Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Section 39.5.2.12 – DS3 MegaLink Custom Service;

(3) Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Section 39.5.2.7 – DS1 High Capacity Service; and

(4) Southwestern Bell Telephone Company Tariff F.C.C. No. 73, Section [1] – [1] Service.

(B) All terms and conditions for the Subject Services listed above are governed by their respective tariff sections, except as noted herein.

41.68.3 Eligibility Criteria

The following eligibility criteria must be met to receive the Contract Offer No. 68 discounted rates:

(A) Services must be pricing flexibility qualified access services listed in Section 41.68.2(A);
(B) Services must be located in the El Paso, Texas; Austin, Texas; and San Antonio, Texas MSAs;
(C) Subject Services ordered pursuant to this contract must be new; and

[1] Material previously contained in this section has been deleted. DSRS and OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 68 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.68 Contract Offer No. 68 - [1] Service Offer (Cont'd)

41.68.3 Eligibility Criteria (Cont'd)

(D) All traffic must originate or terminate at a Mobile Switching Center (MSC).

41.68.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be five (5) years commencing on the date billing begins. Billing shall begin no later than 30 days after the Telephone Company's completion of the [1] access service order. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options described in Southwestern Bell Telephone Company Tariff F.C.C. No. 73 for [1], DS3 and DS1 Service.

If, at the expiration of the Customer's Contract Term Period, the Customer does not choose to disconnect or select a payment option from the sections above, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 39.

Rate stability under Contract Offer No. 68 shall apply only to the rates specific to this Contract Offer as outlined in the Rate Table in Section 41.68.5 of this Contract Offer. Purchase of the services listed above under Contract Offer No. 68 are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer.

Purchase of the services listed above under Contract Offer No. 68 are subject to the specific terms and conditions of Section 41.68.4. Purchases of the services listed above under Contract Offer No. 68 are also subject to general terms and conditions of F.C.C. Tariff No. 73, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

(B) In order to subscribe to Contract Offer No. 68, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

[1] See footnote (1) on page 41-605.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.68 Contract Offer No. 68 - [1] Service Offer (Cont'd)

41.68.4 Terms and Conditions (Cont'd)

(C) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges, which are the documented actual costs incurred by the Telephone Company up to the date of cancellation.

(D) If the Customer discontinues service under Contract Offer No. 68 during the Term Period, termination liability charges will apply in accordance with Section 41.68.10.

(E) If the Customer requests additional service features and functions not included in Section 41.68.5 of this Contract Offer, the Customer will pay the tariff rates for those additions as contained in Section 39 - Metropolitan Statistical Area Access Services.

(F) The Customer must purchase one [1] in each of the following MSAs:
Austin, Texas
San Antonio, Texas

(G) The Customer must purchase at least 400 subtending DS1 services riding the [1] services ordered pursuant to this Contract Offer within twelve (12) months of contract subscription.

(H) The Customer must purchase at least seven (7) DS3 circuits in the El Paso, Texas MSA within six (6) months of contract subscription.

(I) With the exception of the DS3 Subject Services purchased in the El Paso, TX MSA, all DS3 and DS1 elements listed in section 41.68.5 must subtend [1] services ordered pursuant to this Contract Offer.

(J) The Customer will not be able to combine this Contract Offer with any other promotional, contract offering, or discount plan in conjunction with this Contract Offer.

41.68.5 Rates and Charges

(A) [1] Service Rates and Charges:
The Customer shall receive a 25 percent discount from the 60 month term rate elements provided in Section 39.5.2.15 for [1] Service, as outlined in Table A. The rates in Table A reflect a 25 percent discount. Prevailing tariff Non-Recurring Charges in Section 39 for [1] service shall apply.

[1] See footnote (1) on page 41-605.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.68 Contract Offer No. 68 - (1) Service Offer (Cont'd)

41.68.5 Rates and Charges (Cont'd)

(A) (Cont'd)

Table A

(1) **Rate Elements**	**USOC**	**Rate**
(1)		
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)		
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)		
(1)	(1)	(1)
(1)		
(1)	(1)	(1)
(1)	(1)	(1)
(1)		
(1)	(1)	(1)

(1) See footnote (1) on page 41-605.

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ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.68 Contract Offer No. 68 – [1] Service Offer (Cont'd)

41.68.5 Rates and Charges (Cont'd)

(A) (Cont'd)

If new [1] are added after the installation of the initial [1] pursuant to 41.68.5(A), the Term Plan applicable to any new [1] Service will be co-terminus with the Term Period provided in section 41.68.4(A) of this Contract Offer, except as otherwise provided below:

If new [1] service is ordered during the last twelve (12) months of the Term Period, the Customer will be billed, and must pay, the MRCs listed in Table A for a minimum period of twelve (12) months to be billed at a lump sum at the end of the Term Period. If the application of this Section 44.68.5 would result in a term of less than twelve (12) months applicable to any [1] Service, the Customer shall be billed at the above MRCs as a lump sum to be billed at the end of the Term Period. The lump sum would be calculated by multiplying the number of months times the monthly recurring rates as outlined in this Section.

(B) Subtending DS3 Service Rates and Charges: Customer will receive a 25 percent discount from the 60 month term rates provided in Section 39.5.2.12 for Megalink Custom DS3 Service, as outlined in Table B, below. Table B rates reflect a 25 percent discount.

Table B

DS3 Rate Element	**USOC**	**Rate**
DS3 CHANNEL TERMINATION - Per Point of Termination	TUZPX	$731.25
INTEROFFICE CHANNEL MILEAGE Fixed	1OXHX	$337.50
INTEROFFICE CHANNEL MILEAGE Per mile	1J5HS	$33.75
CENTRAL OFFICE MULTIPLEXING - DS3 TO DS1 - Per Arrangement	MKM	$356.25

When a DS3 is added to the [1], the DS3 shall be subject to a sixty (60) month service term. Prevailing tariff Non-Recurring Charges for DS3 service shall apply.

[1] See footnote (1) on page 41-605.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.68 Contract Offer No. 68 – [1] Service Offer (Cont'd)

41.68.5 Rates and Charges (Cont'd)

(B) (Cont'd)

Following the end of the Term Period of this Contract Offer, any DS3 service purchased subject to this Contract Offer shall be provided according to the rates, terms and conditions of the otherwise applicable sixty (60) month term plan. Otherwise applicable Non-Recurring Charges for DS3 service shall apply as referenced in Section 39.

(C) Subtending DS1 Service Rates and Charges:
Customer will receive a 27 percent discount from the sixty (60) month term rates provided in Section 39.5.2.7 for High Capacity DS1 Service, as outlined in Table C. Table C rates reflect a 27 percent discount.

Table C

DS1 RATE ELEMENT	**USOC**	**Rate**
DS1 CHANNEL TERMINATION – Per Point of Termination	TMECS	$67.16
INTEROFFICE CHANNEL MILEAGE Fixed	1L5XX	$24.82
INTEROFFICE CHANNEL MILEAGE Per mile	1L5XX	$7.30
CENTRAL OFFICE MULTIPLEXING – DS1 TO DS0 – Per Arrangement	MQ1	$116.80

When a DS1 is added to the [1], the DS1 shall be subject to a sixty (60) month service term. Prevailing tariff Non-Recurring Charges for DS1 service shall apply.

(D) Subtending [1] Service Rates and Charges:
Customer will receive a 25 percent discount on the sixty (60) month term rate elements set forth in Section 39.5.2.17 [1] Service for any [1] service that subtends [1] Services ordered pursuant to this Contract Offer, as outlined in Table D. Table D rates reflect a 25 percent discount.

[1] See footnote (1) on page 41-605.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.68 Contract Offer No. 68 – [1] Service Offer (Cont'd)

41.68.5 Rates and Charges (Cont'd)

(D) (Cont'd)

Table D

[1] **Rate Element**	**USOC**	**Rate**
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]

[1] **Rate Element**	**USOC**	**Rate**
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]

[1] **Rate Element**	**USOC**	**Rate**
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]
[1]	[1]	[1]

[1] See footnote (1) on page 41-605.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.68 Contract Offer No. 68 – [1] Service Offer (Cont'd)

41.68.5 Rates and Charges (Cont'd)

(D) (Cont'd)

When an [1] is added to the [1], the [1] shall be subject to a sixty (60) month service term. Prevailing tariff Non-Recurring Charges for [1] service shall apply.

Following the end of the Term Period of this Contract Offer, any [1] service purchased subject to this Contract Offer shall be provided according to the rates, terms and conditions of the otherwise applicable sixty (60) month term plan. Otherwise applicable Non-Recurring Charges for [1] service shall apply as referenced in Section [1].

41.68.6 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to F.C.C. No. 73, Section 2.2.1, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 73, 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) or (B) 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 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 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] See footnote (1) on page 41-605.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.68 Contract Offer No. 68 - [1] Service Offer (Cont'd)

41.68.6 Assignment and Transfer (Cont'd)

(B) (Cont'd)

(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.

41.68.7 Mergers and Acquisitions

The terms and conditions of this Contract Offer shall continue in full force and in 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, 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.

41.68.8 Upgrade Option

(A) If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Services provided under this Contract Offer, and such new offering(s) employ new technology not available from the Telephone Company at the commencement of the Term Period, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Services provided under this Contract Offer, without incurring termination liability under this Contract Offer, provided, however, that the Customer's Contract Offer or other contract or tariff governing the new service offerings must include a term period and billing equal to, or greater than, those of this Contract Offer. The Customer may exercise the upgrade option provided the following conditions are met:

[1] See footnote (1) on page 41-605.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.68 Contract Offer No. 68 - [1] Service Offer (Cont'd)

41.68.8 Upgrade Option (Cont'd)

(A) (Cont'd)

(1) The Customer must meet all eligibility requirements outlined in Section 41.68.3, and terms and conditions outlined in Section 41.68.4

(2) The Customer must notify the Telephone Company ninety (90) days prior to exercising this option; and

(3) The Customer will be responsible for all Non-Recurring Charges associated with the upgrade as well as any Special Construction Charges incurred by the Telephone Company to provision the upgraded service.

41.68.9 Portability

The Telephone Company will waive otherwise applicable termination liability charges for moves of existing DS1 and DS3 Subject Services, provided that the Customer complies with the conditions set forth below. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for those charges on a quarterly basis.

(A) The Customer must be in compliance with all terms and conditions of this Contract Offer;

(B) DS1 Subject Services must have been in service for a minimum of twelve (12) months to be eligible for portability; and

(C) DS3 Subject Services must have been in service for a minimum of two (2) years to be eligible for portability.

[1] See footnote (1) on page 41-605.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.68 Contract Offer No. 68 – [1] Service Offer (Cont'd)

41.68.10 Termination Liability

Termination liability language shall apply as described below in lieu of the termination liability provisions of F.C.C. No. 73, Sections 7, 20, [1] and [1]. If the Customer terminates this Contract Offer before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 41.68.3 or the terms and conditions in Section 41.68.4.

These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described below.

The Customer's termination liability charges shall be equal to:

50% of all Monthly Recurring Charges for the balance of the Customer's five (5) year Term Period for all services under contract ([1], DS3 and DS1 services).

Upon termination, all Subject Services then remaining in service will be converted to the prevailing tariff rates applicable to the service term for each Subject Service. Prevailing tariff rates are highlighted in Section 7 for Phase 1 MSAs and Section 39 for Phase 2 MSAs.

The termination liability charge shall be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: Customer with a $75,000 Monthly Recurring Charge terminates service after three(3) years, and has twenty-four (24) months remaining on the five (5) year Term Period. The termination liability would be calculated as:

$75,000 X 24 months X 50% = $900,000 termination liability charge

[1] See footnote (1) on page 41-605.

41. [1]

[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 69 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

41. [1]

[1] See footnote (1) on page 41-616.

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41. [1]

[1] See footnote (1) on page 41-616.

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41. [1]

[1] See footnote (1) on page 41-616.

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41. Pricing Flexibility Contract Offering

41.70 Contract Offering No. 70 – Access Advantage Plus Transport Service – One Year Term

41.70.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis, as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.70 Contract Offering No. 70 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.70.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 - Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 - Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 - Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(A) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Fort Smith, Little Rock, AR; Kansas City, Topeka, Joplin, KS; Kansas City, Springfield, St. Joseph, St. Louis, MO; Oklahoma City, Tulsa, OK; Abilene, Amarillo, Austin-San Marco, Corpus Christi, Dallas-Ft. Worth, Houston, Longview-Marshall, Lubbock, Midland, San Antonio, Waco, Wichita Falls, TX.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.70 Contract Offering No. 70 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

41.70.2 Contract Terms

(A) Contract Offering No. 70 is available during the purchase period, which begins December 9, 2005 and ends June 9, 2006.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the Customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 70.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2(A), the Service Date Change Charge described in 5.3.2(B) and the Expedited Order Charge described in 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Minimum Period, as described in 5.3.4 for Contract Offering No. 70, is the initial contract term.

(4) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(5) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service, and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service, are negotiated intervals.

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Date described in 5.2.1(C).

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41. Pricing Flexibility Contract Offering (Cont'd)

41.70 Contract Offering No. 70 – Access Advantage Plus Transport Service – One Year Term (Cont’d)

41.70.2Contract Terms (Cont’d)

(A) The initial contract term for Contract Offering No. 70 is one (1) year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(B) At the conclusion of the initial contract term, Contract Offering No. 70 will be automatically renewed for successive one month renewal terms. The Customer may terminate Contract Offering No. 70 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty (30) days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 70 upon thirty (30) days written notice any time following the completion of the initial contract term.

(C) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(D) No other discount pricing plans apply.

(E) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 70.

(F) If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 70 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.70.2(L). The termination charge for Contract Offering No. 70 is fifty (50) percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(G) If the physical location of the end user’s premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 70 terminated, and the termination charges described in 41.70.2(J) apply. If a request is made to move AA+ Transport Service to a new location within the end user’s premises at which service was originally established, the charge for the move is one-half of the nonrecurring charge to install service as reflected in 41.70.3(B).

41. Pricing Flexibility Contract Offering (Cont'd)

41.70 Contract Offering No. 70 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.70.2 Contract Terms (Cont'd)

(L) The Customer may elect to discontinue Contract Offering No. 70 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.70.2(J) when all of the following conditions are met:

(1) The Customer establishes a new interstate special access service of equal or greater capacity,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 70 was provided,

(3) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 70, and

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer's initial contract term for Contract Offering No. 70.

(M) A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services, and maintained during the initial contract term and all renewal terms. If the Customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 70 terminated. If Contract Offering No. 70 is terminated during the initial contract term, the termination charges described in 41.70.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

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41. Pricing Flexibility Contract Offering (Cont'd)

41.70 Contract Offering No. 70 - Access Advantage Plus Transport Service - One Year Term (Cont’d)

41.70.2 Contract Terms (Cont’d)

(O) The AA+ Transport Service Customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.70.1(B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

41.70.3 Rate Regulations

(A) Types of Rates and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a “per DS0 channel” basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.70 Contract Offering No. 70 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.70.3 Rate Regulations (Cont'd)

(A) Types of Rates and Charges (Cont'd)

(1) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$ 103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.71 Contract Offering No. 71 – Access Advantage Plus Transport Service – Two Year Term

41.71.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis, as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 – Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 – Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.71 Contract Offering No. 71 - Access Advantage Plus Transport Service - Two Year Term (Cont’d)

41.71.1 General Description (Cont’d)

(B) (Cont’d)

(3) Bonded Channel Group 6 - Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 - Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 - Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(A) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Fort Smith, Little Rock, AR; Kansas City, Topeka, Joplin, KS; Kansas City, Springfield, St. Joseph, St. Louis, MO; Oklahoma City, Tulsa, OK; Abilene, Amarillo, Austin-San Marco, Corpus Christi, Dallas-Ft. Worth, Houston, Longview-Marshall, Lubbock, Midland, San Antonio, Waco, Wichita Falls, TX.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.71 Contract Offering No. 71 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

41.71.2 Contract Terms

(A) Contract Offering No. 71 is available during the purchase period, which begins December 9, 2005 and ends June 9, 2006.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the Customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 71.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2(A), the Service Date Change Charge described in 5.3.2(B) and the Expedited Order Charge described in 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Minimum Period, as described in 5.3.4 for Contract Offering No. 71, is the initial contract term.

(4) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(5) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service, and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service, are negotiated intervals.

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Date described in 5.2.1(C).

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.71 Contract Offering No. 71 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.71.2 Contract Terms (Cont'd)

(A) The initial contract term for Contract Offering No. 71 is two (2) years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 71 will be automatically renewed for successive one month renewal terms. The Customer may terminate Contract Offering No. 71 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty (30) days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 71 upon thirty (30) days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 71.

(J) If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 71 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.71.2(L). The termination charge for Contract Offering No. 71 is fifty (50) percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(K) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 71 terminated, and termination charges described in 41.71.2(J) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one-half of the nonrecurring charge to install service as reflected in 41.71.3(B).

ACCESS SERVICE

41.71 Contract Offering No. 71 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.71.2 Contract Terms (Cont'd)

(L) The Customer may elect to discontinue Contract Offering No. 71 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.71.2(J) when all of the following conditions are met:

(1) The Customer establishes a new interstate special access service of equal or greater capacity,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 71 was provided,

(3) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 71, and

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer's initial contract term for Contract Offering No. 71.

(M) A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services, and maintained during the initial contract term and all renewal terms. If the Customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 71 terminated. If Contract Offering No. 71 is terminated during the initial contract term, the termination charges described in 41.71.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

41. Pricing Flexibility Contract Offering (Cont'd)

41.71 Contract Offering No. 71 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

41.71.2 Contract Terms (Cont'd)

(O) The AA+ Transport Service Customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.71.1(B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

41.71.3 Rate Regulations

(A) Types of Rates and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.71 Contract Offering No. 71 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

41.71.3 Rate Regulations (Cont'd)

(A) Types of Rate and Charges (Cont'd)

(1) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$310.00	$0	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.72 Contract Offering No. 72 - Access Advantage Plus Transport Service - Three Year Term

41.72.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user’s network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user’s designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis, as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 - Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity.

(2) Bonded Channel Group 4 - Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.72 Contract Offering No. 72 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.72.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity.

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity.

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(A) AA+ Transport Service is available in the following pricing flexibility Metropolitan Statistical Areas (MSAs):

Fort Smith, Little Rock, AR; Kansas City, Topeka, Joplin, KS; Kansas City, Springfield, St. Joseph, St. Louis, MO; Oklahoma City, Tulsa, OK; Abilene, Amarillo, Austin-San Marco, Corpus Christi, Dallas-Ft. Worth, Houston, Longview-Marshall, Lubbock, Midland, San Antonio, Waco, Wichita Falls, TX.

41. Pricing Flexibility Contract Offering (Cont'd)

41.72 Contract Offering No. 72 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.72.2 Contract Terms

(A) Contract Offering No. 72 is available during the purchase period, which begins December 9, 2005 and ends June 9, 2006.

(B) Sections 2, 4, 5, 13 and 42 apply except as set forth herein. Any changes made to these sections during the Customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 72.

(1) The Access Order Charge described in 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in 5.3.2(A), the Service Date Change Charge described in 5.3.2(B) and the Expedited Order Charge described in 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Partial Cancellation Charge described in 5.3.2(D) and the Access Order Cancellation Charge described in 5.3.3 do not apply to the initial order to install AA+ Transport Service.

(4) The Minimum Period, as described in 5.3.4 for Contract Offering No. 72, is the initial contract term.

(5) Minimum Period Charges described in 2.5.4 and 5.3.4 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service, and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service, are negotiated intervals.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.72 Contract Offering No. 72 - Access Advantage Plus Transport Service - Three Year Term (Cont'd)

41.72.2Contract Terms (Cont'd)

(A) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Date described in 5.2.1(C).

(B) The initial contract term for Contract Offering No. 72 is three (3) years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(C) At the conclusion of the initial contract term, Contract Offering No. 72 will be automatically renewed for successive one month renewal terms. The Customer may terminate Contract Offering No. 72 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty (30) days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 72 upon thirty (30) days written notice any time following the completion of the initial contract term.

(D) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(E) No other discount pricing plans apply.

(F) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 72.

(G) If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 72 prior to the expiration of the initial contract term, a termination charge applies, except as described in 41.72.2(L). The termination charge for Contract Offering No. 72 is fifty (50) percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

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41. Pricing Flexibility Contract Offering (Cont'd)

41.72 Contract Offering No. 72 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.72.2 Contract Terms (Cont'd)

(K) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 72 terminated, and the termination charges described in 41.72.2(J) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(L) The Customer may elect to discontinue Contract Offering No. 72 at any time prior to the expiration of the initial contract term without incurring the termination charges described in 41.72.2(J) when all of the following conditions are met:

(1) The Customer establishes a new interstate special access service of equal or greater capacity,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 72 was provided,

(3) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 72, and

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer's initial contract term for Contract Offering No. 72.

41. Pricing Flexibility Contract Offering (Cont'd)

41.72 Contract Offering No. 72 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.72.2 Contract Terms (Cont'd)

(M) A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the Customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 72 terminated. If Contract Offering No. 72 is terminated during the initial contract term, the termination charges described in 41.72.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(O) The AA+ Transport Service Customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements.

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in 41.72.1(B).

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.72 Contract Offering No. 72 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.72.3 Rate Regulations

(A) Types of Rates and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply to install each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$200.00	$0	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

(This page filed under Transmittal No. 1)

41. [1]

[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 73 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

ACCESS SERVICES

41. [1]

[1] See footnote (1) on page 41-641.

ACCESS SERVICES

41. [1]

[1] See footnote (1) on page 41-641.

41. [1]

[1] See footnote (1) on page 41-641.

41. [1]

[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 74 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

41. [1]

[1] See footnote (1) on page 41-645.

41. [1]

[1] See footnote (1) on page 41-645.

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[1] See footnote (1) on page 41-645.

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[1] See footnote (1) on page 41-645.

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[1] See footnote (1) on page 41-645.

41. [1]

[1] See footnote (1) on page 41-645.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.75 Contract Offer No. 75 - Special Access Service Offer

41.75.1 General Description

Special Access Service Offer - Contract Offer No. 75 - is an access discount plan for DS1, DS3, and [1] special access services. Contract Offer No. 75 permits Customers to receive discounts for Subject Services as described in Section 41.75.2 in the Metropolitan Statistical Areas (hereafter referred to as MSAs) listed in Section 41.75.3(A)(2). Contract Offer No. 75 is available to Customers with not more than $2,900,000 in cumulative annual revenue generated from special access services purchased from the Telephone Company, as described in Section 41.75.3(A)(3). The Customer must meet the eligibility criteria set forth in Section 41.75.3 and must otherwise comply with the terms and conditions of this Contract Offer.

Contract Offer No. 75 requires that the Customer maintain a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year Term Period. In the event the Customer does not meet the MARC as of the anniversary date of each term year, the Customer must remit a shortfall payment as set forth in Section 41.75.5. Notwithstanding the obligation to pay such shortfall, if the Customer does not comply with Section 41.75.5, termination liability charges, in accordance with Section 41.75.10, shall apply.

Contract Offer No. 75 is available for subscription from March 1, 2006 through April 1, 2006. This offer is not renewable.

41.75.2 Subject Services Available Under Contract Offer No. 75

Contract Offer No. 75 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) High Capacity DS1 Special Access Services - Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Section 7.3.10 and Section 39;
(2) MegaLink Custom DS3 Service - SWBT Tariff F.C.C. No. 73, Section 20 and Section 39; and
(3) [1] Services - SWBT Tariff F.C.C. No. 73, Sections [1] and [1].

Each Subject Service shall be provided according to the rates, terms and conditions of the otherwise applicable tariff, except as expressly provided by this Contract Offer. If any provisions of this Contract Offer conflict with the otherwise applicable tariff, the rates, terms and conditions of this Contract Offer shall prevail.

[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 75 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.75 Contract Offer No. 75 - Special Access Service Offer (Cont'd)

41.75.3 Eligibility Criteria

(A) The Customer must meet the following eligibility criteria to subscribe to Contract Offer No. 75:

(1) Subject Services must be pricing-flexibility-qualified access services, as described in Section 41.75.2;

(2) Subject Services must be located in the following pricing flexibility qualified MSAs: Austin, Texas; Dallas/Ft. Worth, Texas; Houston, Texas and San Antonio, Texas; and

(3) The Customer must have not more than $2,900,000 in cumulative annual revenue generated from special access services purchased from the Telephone Company out of SWBT Tariff F.C.C. No. 73, measured over the 12 months immediately proceeding the effective date of this Contract Offer.

41.75.4 Terms and Conditions

(A) Term Period

The term of this Contact Offer (Term Period) shall be five (5) years, commencing on the date the Customer submits its Letter of Subscription (LOS) to the Telephone Company. This offer is not renewable.

New Subject Services purchased during the Term Period must be purchased pursuant to a five (5) year term payment plan (service term) to be eligible for the rates provided in this Contract Offer. The rates provided in this Contract Offer shall apply to the Subject Services only during the Term Period. At the expiration of the Term Period, the Customer may either (1) choose to disconnect the Subject Service with no additional charges or early termination penalties owed, or (2) choose to continue service pursuant to one of the payment options provided in SWBT Tariff F.C.C. No. 73, Sections 7.3.10, 20, 39 and [1], for those Subject Services. In either event, Customer shall provide no less than sixty (60) days written notice of its election for such Subject Service.

[1] See footnote (1) on page 41-654.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.75 Contract Offer No. 75 - Special Access Service Offer (Cont'd)

41.75.4 Terms and Conditions (Cont'd)

(A) Term Period (Cont'd)

The Customer's written notice must specifically identify all Subject Services to be converted and the rates to which each Subject Service should be converted. Notwithstanding anything else to the contrary in this Contract Offer, if, at the expiration of the Term Period, the Customer has not timely elected to disconnect the relevant service or has not timely selected one of the payment options described in the SWBT Tariff F.C.C. No. 73, Sections 7.3.10, 20, 39 and [(1)], the Subject Services shall remain in service and shall be converted to month-to-month rates, or to the shortest term payment plan applicable to the Subject Services.

(B) Rate stability under Contract Offer No. 75 applies only to the rates specific to this Contract Offer, as provided in Section 41.75.6. Subject Services listed in 41.75.2 are also subject to certain rates, charges and general terms and conditions in other sections of SWBT F.C.C. No. 73, as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, and 13-Additional Engineering, Additional Labor and Miscellaneous Services, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period. Such tariff modifications will not change the rates, terms or conditions provided under this Contract Offer.

(C) Contract Offer No. 75 is available only from March 1, 2006, through April 1, 2006.

(D) To subscribe to Contract Offer No. 75, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(E) Subject Services to which the Customer already subscribes, as of the commencement of the Term Period, shall not be eligible for the rates provided in this Contract Offer; however, the annual recurring revenue generated from the existing Subject Services shall count toward the Customer's MARC.

(F) Subject Services purchased on or after the commencement of the Term Period shall be subject to the rates, terms and conditions of this Contract Offer, upon completion of the Customer's access service request.

[(1)] See footnote (1) on page 41-654.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.75 Contract Offer No. 75 - Special Access Service Offer (Cont'd)

41.75.4 Terms and Conditions (Cont'd)

(G) The Customer must subscribe to the Subject Services available under this Contract Offer in accordance with the regulations set forth in SWBT Tariff F.C.C. 73 Section 5 - Ordering for Access Service.

(H) If the Customer terminates this Contract Offer and/or any Subject Service during the Term Period, termination liability charges shall apply in accordance with Section 41.75.10, except to the extent that termination liability charges do not apply pursuant to the portability provisions of this Contract Offer, as provided in Section 41.75.7.

(I) If the Customer requests additional services, features or functions not included in Section 41.75.6, the Customer must pay the applicable tariff rates for those services, features or functions.

(J) The Customer cannot simultaneously purchase Subject Services pursuant to this Contract Offer and any other contract offer.

(K) Subject Services provided pursuant to this Contract Offer are not eligible for additional discounts under the Managed Value Plan (MVP) offering in Section 38.

(L) The Customer must be current on all undisputed billing for existing Subject Services within thirty (30) days of subscribing to this Contract Offer, and must remain current on all undisputed billing for Subject Services throughout the Term Period. Customer must remit any billing disputes via the Telephone Company's electronic process.

(M) The Customer shall convert any existing DS1 and DS3 Unbundled Network Element Loops (UNE-L), DS1 and DS3 Enhanced Extended Links (EELs), and DS1 and DS3 Unbundled Dedicated Transport (UDT) (collectively referred to as "Identified UNEs") to special access Subject Services, in the MSAs listed in Section 41.75.3(A)(2), if the Telephone Company has designated such Identified UNEs as non-impaired.

(N) Subject to the procedures in Sections (O), (P) and (Q) herein, during the Term Period, the Customer shall not purchase Identified UNEs that have been designated as non-impaired, as set forth in Subsection (M) above, in the MSAs listed in Section 41.75.3(A)(2), but instead shall purchase special access Subject Services at the discounted rates pursuant to this Contract Offer.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.75 Contract Offer No. 75 - Special Access Service Offer (Cont'd)

41.75.4 Terms and Conditions (Cont'd)

(O) Within five (5) business days after the Customer's subscription to this Contract Offer, the Customer shall begin submission of the access service requests (ASRs) necessary to convert existing Identified UNEs, that have been designated as non-impaired by the Telephone Company, to special access Subject Services.

(P) Billing at the discounted rates set forth in Section 41.75.6 for existing Identified UNEs converted to special access Subject Services pursuant to this Contract Offer shall commence upon receipt of the first ASR, as described in Section (O) herein. Billing at the discounted rates set forth in 41.75.6 for Identified UNEs that, in the future, are designated as non-impaired and converted to special access during the Term Period shall commence upon receipt of the Customer's access service request.

(Q) Subject to the provisions herein, during the Term Period, the Customer shall not self-certify that it is entitled to obtain Identified UNEs that have been designated by the Telephone Company as non-impaired, as set forth in Section (M), herein. Instead, Customer, shall purchase special access Subject Services to replace such Identified UNEs at the discounted rates provided in this Contract Offer. If any Identified UNE that has been designated as non-impaired is subsequently designated as impaired, and the Customer converts Subject Services to UNEs as a result of the change, the Customer must submit access service requests to the Telephone Company for such conversion.

41.75.5 Minimum Annual Revenue Commitment (MARC)

(A) Establishment of the MARC for Year 1

The Customer must establish and maintain a MARC as provided in this Contract Offer. The MARC for the first year of the Term Period (Year 1) shall be established as of the date the Customer submits its LOS. The Customer's Year 1 MARC shall be the greater of:

(i) $3,850,000, or

(ii) The sum of the prior three (3) months of recurring revenue generated from existing Special Access services purchased by the Customer pursuant to SWBT Tariff F.C.C. No. 73, multiplied by four (4).

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.75 Contract Offer No. 75 - Special Access Service Offer (Cont'd)

41.75.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Calculation of the MARC for Years 2 through 5

The Customer must maintain a MARC for each year of the five (5) year Term Period. For purposes of calculating the MARC for Years 2 through 5, recurring revenue generated from all Subject Services provided under this Contract Offer in the eligible pricing flexibility MSAs, as defined in Section 41.75.3(A)(2), plus recurring revenue generated from Special Access services purchased from the Telephone Company in those MSAs pursuant to SWBT Tariff F.C.C. No. 73 (together defined as MARC Revenue), shall be counted toward the Customer's MARC, except as described in Section (E), herein.

The MARC for Years 2 through 5 shall be reviewed and re-established annually on the anniversary date of each term year. The MARC for Years 2 through 5 shall be the product of the previous three (3) months MARC Revenue, times four (4). If the recalculated MARC is greater than the previous year's MARC, the newly recalculated MARC will apply. If the recalculated MARC is less than the previous year's MARC, the previous year's MARC will continue to apply during the next year.

Example for Year 2 MARC Establishment:

The Customer's Year 1 MARC is $3.85M. At the end of Year 1, the prior three months' MARC Revenue (i.e., the recurring revenue during the last three (3) months of Year 1) is $1M. The Customer's Year 2 MARC would be $4M ($1M X 4). The Year 2 MARC would be the $4M, rather than the Year 1 MARC of $3.85M.

(C) Failure to Achieve the MARC

If the Customer fails to achieve the annual MARC for any year of the Term Period, the Customer must pay the difference between the MARC for that term year and the actual recurring revenue for the prior twelve (12) month period for the Subject Services provided under this Contract Offer, and Special Access Services purchased from the Telephone Company provided under SWBT Tariff F.C.C. No. 73. The Customer will be notified by the Telephone Company and will be required to remit a shortfall payment, via the True-Up process described in Section (D) herein, to reach the MARC.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.75 Contract Offer No. 75 - Special Access Service Offer (Cont'd)

41.75.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(D) Annual True-Up

The Telephone Company shall conduct an Annual True-Up upon the anniversary date of each term year based on the Customer's MARC. In the event the Customer does not meet the MARC as of the anniversary date of each term year, the Customer will be notified by the Telephone Company and will be required to pay a shortfall payment as described below.

The True-Up calculation will be performed as follows:

MARC - Actual annual recurring revenues generated from special access and Subject Services as described in Section 41.75.5 (B) = Annual True-Up Amount

Example: The Customer's Year 1 MARC is $3,850,000. At the end of Year 1, the Customer's actual annual recurring revenue is $3,235,000. The True-Up amount due the Telephone Company would be $615,000

$3,850,000 - $3,235,000 = $615,000

If the Telephone Company does not receive the shortfall payment within thirty (30) days after notifying the Customer, the Customer shall be deemed to have terminated this Contract Offer and termination liability charges will apply as set forth in Section 41.75.10.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.75 Contract Offer No. 75 - Special Access Service Offer (Cont'd)

41.75.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(E) Adjustments to the MARC

The Customer may exercise either of two one-time MARC adjustment options, subject to the provisions set forth below. The MARC adjustment options cannot be combined.

(1) Option 1 - MARC Reduction - The Customer may adjust the MARC downward by up to five (5) percent. This adjustment can only be made one time during the Term Period, and only after the completion of the first twenty-four (24) months of the Term Period. To exercise this option, the Customer must notify the Telephone Company, in writing, at least sixty (60) days prior to the date upon which the Customer requests that the reduced MARC be effective. This MARC adjustment will apply prospectively only. If the Customer exercises this option, the Customer will forfeit any above the MARC discounts, as provided in Section (F) herein, for which the Customer would otherwise be eligible, for the year in which the adjustment becomes effective. The Customer will be eligible for above the MARC discounts in subsequent years only if, and to the extent that, the Customer exceeds the MARC that was in effect immediately prior to the MARC adjustment.

Example:

The Customer decides to reduce its MARC by five (5) percent for Year 3. The MARC for Year 2 is $4M. Following the MARC adjustment, the new Year 3 MARC would be $3.8M. If the Customer's revenue in Year 3 is equal to or greater than $4M, then the Customer will again become eligible to receive above the MARC discounts for revenues above $4M, beginning in Year 4.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.75 Contract Offer No. 75 - Special Access Service Offer (Cont'd)

41.75.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(E) Adjustments to the MARC (Cont'd)

(2) Option 2 - MARC Carryover - The Customer may carry over a MARC shortfall of no more than five (5) percent to the following year. No True-Up payment shall be required for that year, but the shortfall carried over shall be added to the MARC for the succeeding year. This adjustment can only be made one time during the Term Period, and only after the completion of the first twenty-four (24) months of the Term Period. To exercise this option, the Customer must notify the Telephone Company, in writing, at least sixty (60) days prior to the date upon which the Customer requests that the carried over MARC shortfall be effective. This MARC adjustment will apply prospectively only. If the Customer exercises this option, the Customer will forfeit any above the MARC discounts, as provided in Section (F) herein, for which the Customer would otherwise be eligible for the year in which the adjustment becomes effective. The Customer will be eligible for above the MARC discounts in subsequent years only if, and to the extent that, the Customer exceeds the MARC that was in effect immediately prior to the MARC adjustment.

Example:

The Customer has a MARC of $4M for Year 3. The actual annual recurring revenue at the end of Year 3 is $3.8M. The Customer elects to carry over the Year 3 MARC shortfall amount of $200K ($4M minus $3.8M) into Year 4. The Year 4 MARC is now $4.2M ($4M MARC from Year 3, plus a $200K carryover from Year 3). If, at the end of Year 4, the Customer has achieved total revenue of $4.2M or greater, no shortfall payment is due. If, at the end of Year 4, the Customer has not achieved $4.2M in revenue, the Customer must make a shortfall payment sufficient to achieve the $4.2M MARC or be subject to termination liabilities as provided below.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.75 Contract Offer No. 75 - Special Access Service Offer (Cont'd)

41.75.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(F) Above the MARC Discounts

The Customer shall receive, in the form of annual credits issued by the Telephone Company, a discount for recurring revenue generated from Subject Services purchased from the Telephone Company, within the MSAs listed in Section 41.75.3 (A) (2), to the extent such revenue exceeds the MARC. The following above the MARC discounts will apply by contract term year:

Table A

Contract Year	**Discount**
Year One	2%
Year Two	4%
Years Three through Five	6%

Example:

For Year 1, the Customer's Subject Services annual recurring revenue, in the MSAs listed in Section 41.75.3 (A) (2), is equal to $3,967,000. The Customer would receive a credit in the amount of $2,340.00 based on the following formula:

(Annual Recurring Revenue at the end of Year 1 for Subject Services - Year 1 MARC) X 2% or ($3,967,000 - $3,850,000) X .02=$2,340.00

41.75.6 Rates and Charges

(A) Monthly Recurring Charges

The Telephone Company will provide the DS1 and DS3 Subject Services listed in Table A at the following Monthly Recurring Charges (MRCs). Any services, features, functions or rate elements not listed in Table B will be provided at the prevailing tariff rates in SWBT Tariff F.C.C. No. 73, Sections 7 and 39, except as otherwise provided in this Contract Offer.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.75 Contract Offer No. 75 - Special Access Service Offer (Cont'd)

41.75.6 Rates and Charges (Cont'd)

(A) Monthly Recurring Charges (Cont'd)

Table B

High Capacity DS1 Service 5 year term rates	**Monthly Rate Per Circuit**
(1) One Channel Termination - 0 miles	$88.00
(1) One Channel Termination with 1-10 miles	$165.00
(1) One Channel Terminations with 11-20 miles	$205.00
(1) One Channel Termination with 21-30 miles	$250.00

MegaLink Custom DS3 Service 5 year term rates	**Monthly Rate Per Element**
(1) One Channel Termination - TUZPX - 0 miles	$800.00
(1) One Channel Termination - TUZPX - 1-10 miles	$1200.00
(1) One Channel Termination - TUZPX - 11-20 miles	$1500.00
(1) One Channel Termination - TUZPX - 21-30 miles	$1800.00
Multiplexing - MKM DS3 to DS1 - 0 miles	$475.00
(1) One Mux and 1-10 miles	$900.00
(1) One Mux and 11-20 miles	$1200.00

The Telephone Company will provide the [1] Subject Services listed in Table C at twenty-seven (27) percent discount off the prevailing rates set forth in SWBT Tariff F.C.C. No. 73, Section [1], according to the service term selected by the Customer. Any services, features, functions or rate elements not listed in Table B will be provided at the prevailing tariff rates set forth in SWBT Tariff F.C.C. No. 73 Sections 39 and [1], except as otherwise provided in this Contract Offer.

Table C

(1)	
(1)	**USOC**
(1)	(1)
(1)	(1)
(1)	(1)
(1)	(1)
(1)	(1)
(1)	(1)

[1] See footnote (1) on page 41-654.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.75 Contract Offer No. 75 - Special Access Service Offer (Cont'd)

41.75.6 Rates and Charges (Cont'd)

(B) Non-Recurring Charges

(1) The Telephone Company shall waive the following Non-Recurring Charges (NRCs) associated with the conversion of qualified existing DS1 and DS3 Identified UNEs to special access Subject Services:

(a) Administrative Charge, per order;
(b) Design and Central Office Connection Charge, per circuit; and
(c) Customer Connection Charge, per termination.

(2) Special Construction Charges may apply to new installations of DS1, DS3 and [1], subscribed to under this Contract Offer pursuant to SWBT Tariff F.C.C. No. 73, Section 5.2.6.

(3) All other NRCs shall apply to DS1 and DS3 Subject Services based on a five (5) year service term, except as expressly provided in Section 41.75.6(B)(1), above. All NRCs shall apply to OCN PTP Subject Services based on a five (5) year service term.

41.75.7 DS1, DS3, and [1] Portability

The Telephone Company shall waive otherwise applicable termination liability charges for moves and/or disconnections of existing Subject Services, provided that the Customer complies with the conditions set forth below. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for those charges on a quarterly basis.

(A) The Customer must be in compliance with all terms and conditions of this Contract Offer.

(B) A DS1 circuit must have been in service for a minimum of six (6) months before that circuit will be eligible for portability and/or disconnection.

(C) A DS3 circuit must have been in service for a minimum of one (1) year before that circuit will be eligible for portability and/or disconnection.

[1] See footnote (1) on page 41-654.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.75 Contract Offer No. 75 - Special Access Service Offer (Cont'd)

41.75.7 DS1, DS3, and [1] Portability (Cont'd)

(D) An [1], [1], [1] or [1] circuit must have been in service for a minimum of three (3) years before that circuit will be eligible for portability and/or disconnection.

41.75.8 Mergers and Acquisitions

The terms and conditions 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 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, 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.

41.75.9 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 75 pursuant to SWBT Tariff F.C.C. No. 73, Section 2.2.1, the Telephone Company will acknowledge such transfer or assignment if the criteria in Section 2.2.1 are met, unless (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) 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 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.

[1] See footnote (1) on page 41-654.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.75 Contract Offer No. 75 – Special Access Service Offer (Cont'd)

41.75.9 Assignment and Transfer (Cont'd)

(B) The proposed assignee or transferee 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 "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

41.75.10 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in SWBT Tariff F.C.C. No. 73, Sections 7, 20 and 40. If the Customer terminates Subject Services under this Contract Offer, or terminates the Contract Offer in its entirety before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination charges as described in this Section. These charges shall become due as of the effective date of the termination of service. The Customer must provide written notification to the Telephone Company thirty (30) days prior to the desired date of termination of the Subject Services pursuant to this Contract Offer.

If the Customer fails to meet any of the eligibility criteria in Section 41.75.3, or fails to meet any of the terms and conditions in Section 41.75.4, the Customer will be deemed to have terminated this Contract Offer and shall be liable for the Termination Liability charges set forth in this section.

(A) Customer Terminates a Subject Service

Subject to the provisions of Section 41.75.7 of this Contract Offer, if the Customer terminates a Subject Service before the completion of the Term Period, the Customer shall pay a termination liability charge. The termination liability charge will be calculated by multiplying the Monthly Recurring Charges applicable to the terminated Subject Service by the number of months remaining in the service term applicable to the terminated Subject Service.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.75 Contract Offer No. 75 - Special Access Service Offer (Cont'd)

41.75.10 Termination Liability (Cont'd)

(A) Customer Terminates a Subject Service (Cont'd)

Example: The Customer terminates service on a DS1 circuit subject to a Monthly Recurring Charge of $165.00, after four (4) years with 12 months remaining in the service term applicable to that Subject Service. The termination liability would be calculated as follows:

$165.00 X 12 = $1,980.00

(B) Customer Terminates Contract Offer

If the Customer terminates this Contract Offer before the completion of the Term Period for any reason, the Customer's termination liability charges shall be equal to:

The difference between (1) the actual cumulative Recurring Revenue for the MARC term year at the time of termination for Subject Services and Special Access services purchased from the Telephone Company pursuant to SWBT Tariff F.C.C. No. 73, and (2) the annual MARC for the term year at the time of termination, plus 50% of the annual MARC at the time of termination for each subsequent year (i.e. after the current term year, if any) remaining in the Term Period.

(Annual MARC - special access Recurring Revenue) + 50% (Annual MARC x years remaining) = termination liability.

Example: The Customer terminates the contract in Year 4 and Customer has one (1) additional year remaining in the five (5) year term period. Customer's annual MARC at time of termination is $2,000,000, and actual recurring revenue in Year 4 is $1,500,000. The Termination Liability charge will be as follows:

($2,000,000 - $1,500,000) + (50% Of $2,000,000 x 1) = $1,500,000 termination liability charge.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.76 Contract Offer No. 76 – (1) Service Offer

41.76.1 General Description

(1) Service Offer (Contract Offer No. 76) is an access services discount pricing plan that permits Customers that meet the Eligibility Criteria in Section 41.76.3, and the terms & conditions in Section 41.76.4, to purchase Subject Services in Section 41.76.2 at the discounted rates listed in Section 41.76.5. Subject Services provided under Contract Offer No. 76 are available only in the Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) described in Section 41.76.3(B). Contract Offer No. 76 is available for subscription from March 4, 2006 through April 4, 2006. This Contract Offer is not renewable.

41.76.2 Subject Services

(A) Contract Offer No. 76 applies to the following pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No 73, Section (1) – (1);

(2) SWBT Tariff F.C.C. No. 73, Section 39.5.2.12 - DS3 MegaLink Custom Service;

(3) SWBT Tariff F.C.C. No. 73, Section 39.5.2.7 – DS1 High Capacity Service;

(4) SWBT Tariff F.C.C. No. 73, Section (1) – (1).

(B) All terms and conditions for the Subject Services listed
above are governed by their respective tariff sections, except as noted herein.

41.76.3 Eligibility Criteria

The following eligibility criteria must be met to receive the Contract Offer No. 76 discounted rates:

(A) Services must be pricing flexibility qualified access services listed in Section 41.76.2(A);
(B) Services must be located in the Kansas City, KS and Kansas City, MO MSAs;
(C) Subject Services ordered pursuant to this Contract Offer must be new; and
(D) All traffic must originate or terminate at a Mobile Switching Center(MSC).

(1) Material previously contained in this section has been deleted. DSRS and OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 76 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.76 Contract Offer No. 76 – [1] Service Offer (Cont'd)

41.76.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be five (5) years commencing on the date billing begins. Billing shall begin no later than 30 days after the Telephone Company's completion of the [1] access service request. This offer is not renewable.

At the expiration of the Term Period, the Customer may choose from the payment options described in SWBT Tariff F.C.C. No. 73, Section 39 for [1], DS3 and DS1 Service. If, at the expiration of the Customer's Contract Term Period, the Customer does not choose to disconnect or to select one of those payment options, the Telephone Company will convert the Customer to the prevailing monthly extension rates in Section 39.

Rate stability under Contract Offer No. 76 shall apply only to the rates specific to this Contract Offer, as provided in the Rate Table in Section 41.76.5 of this Contract Offer. Subject Services are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the terms and conditions described in this Contract Offer. Subject Services are also subject to general terms and conditions of SWBT F.C.C. Tariff No. 73, and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period.

[1] See footnote (1) on page 41-669.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.76 Contract Offer No. 76 – [1] Service Offer (Cont'd)

41.76.4 Terms and Conditions (Cont'd)

(B) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(C) If, after the Telephone Company receives the LOS and prior to commencement of the Term Period, the Customer cancels the LOS, cancellation charges will apply. The Customer must pay cancellation charges, which are the documented actual costs incurred by the Telephone Company up to the date of cancellation.

(D) If the Customer discontinues service under Contract Offer No. 76 and/or terminates this Contract Offer in its entirety during the Term Period, termination liability charges will apply in accordance with Section 41.76.10.

(E) Any additional service features or functions not included in Section 41.76.5 of this Contract Offer must be requested by the Customer, and will be provided by the Telephone Company according to Section 39 – Metropolitan Statistical Area Access Services.

(F) The Customer must purchase, at minimum, the following services, all of which must be located in the Kansas City, MO and Kansas City, KS MSAs:

(1) One (1) [1] to be ordered within thirty (30) days of contract subscription;

(2) Three Hundred (300) subtending DS1 services, within twelve (12) months of contract subscription; and

(3) Twenty Five (25) subtending DS3 services, within twelve (12) months of contract subscription.

(G) All [1], DS3 and DS1 rate elements listed in Section 41.76.5 must subtend [1] Services ordered pursuant to this Contract Offer.

(H) The Customer may not combine this Contract Offer with any other promotional, contract offering, or discount plan.

41.76.5 Rates and Charges

(A) [1] Rates and Charges:
The Customer shall receive a twenty-five (25) percent discount off the sixty (60) month term rate elements provided in Section [1] for [1] Service, as outlined in Table A. The rates in Table A reflects the twenty-five (25) percent discount. Prevailing tariff Non-Recurring Charges in Section [1] for [1] service shall apply.

[1] See footnote (1) on page 41-669.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.76 Contract Offer No. 76 – [1] Service Offer (Cont'd)

41.76.5 Rates and Charges (Cont'd)

(A) (Cont'd)

Table A

SOUTHWEST [1] Rate Elements	**USOC**	**Rate**
(1)		
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)		
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)		
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)		
(1)	(1)	(1)
(1)		
(1)	(1)	(1)
(1)	(1)	(1)
(1)		
(1)	(1)	(1)

[1] See footnote (1) on page 41-669.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.76 Contract Offer No. 76 – [1] Service Offer (Cont'd)

41.76.5 Rates and Charges (Cont'd)

(A) (Cont'd)

If new [1] are added after the installation of the initial [1] pursuant to 41.76.5(A), the Term Period applicable to any new [1] Service will be co-terminus with the Term Period provided in section 41.76.4(A) of this Contract Offer, except as otherwise provided below:

If new [1] service is ordered during the last twelve (12) months of the Term Period, the Customer will be billed, and must pay, the Monthly Recurring Rates (MRCs) listed herein for a minimum period of twelve (12) months to be billed as a lump sum at the end of the Term Period. If the application of this Section 44.76.5 results in a term of less than twelve (12) months applicable to any [1] Service, the Customer shall be billed at the MRCs listed herein as a lump sum to be billed at the end of the Term Period. The lump sum would be calculated by multiplying the number of months times the MRC, as outlined in this Section.

(B) Subtending DS3 Service Rates and Charges: Customer shall receive a twenty (20) percent discount off the sixty (60) month term rates provided in Section 39.5.2.12 for Megalink Custom DS3 Service, as outlined in Table B, below. Table B rates reflect the twenty (20) percent discount.

Table B

DS3 Rate Element	**USOC**	**Rate**
DS3 CHANNEL TERMINATION – Per Point of Termination	TUZPX	$780.00
INTEROFFICE CHANNEL MILEAGE Fixed	1OXHX	$360.00
INTEROFFICE CHANNEL MILEAGE Per mile	1J5HS	$36.00
CENTRAL OFFICE MULTIPLEXING – DS3 TO DS1 – Per Arrangement	MKM	$380.00

When a DS3 is added to the [1], the DS3 shall be subject to a sixty (60) month service term. Prevailing tariff Non-Recurring Charges (NRCs)for DS3 service shall apply.

[1] See footnote (1) on page 41-669.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.76 Contract Offer No. 76 – [1] Offer (Cont'd)

41.76.5 Rates and Charges (Cont'd)

(B) (Cont'd)

Following the end of the Term Period of this Contract Offer, any DS3 service purchased subject to this Contract Offer shall be provided according to the rates, terms and conditions of the otherwise applicable sixty (60) month term plan found in Section 39.5.2. Otherwise applicable NRCs for DS3 service shall also apply as referenced in Section 39.

(C) Subtending DS1 Service Rates and Charges:
Customer shall receive a fifteen (15) percent discount off the sixty (60) month term rates provided in Section 39.5.2.7 for High Capacity DS1 Service, as outlined in Table C, below. Table C rates reflect the fifteen (15) percent discount.

Table C

DS1 RATE ELEMENT	USOC	Rate
DS1 CHANNEL TERMINATION – Per Point of Termination	TMECS	$78.20
INTEROFFICE CHANNEL MILEAGE Fixed	1L5XX	$28.90
INTEROFFICE CHANNEL MILEAGE Per mile	1L5XX	$8.50
CENTRAL OFFICE MULTIPLEXING – DS1 TO DS0 – Per Arrangement	MQ1	$136.00

When a DS1 is added to the [1], the DS1 shall be subject to a sixty (60) month service term. Prevailing tariff NRCs for DS1 service shall apply.

(D) Subtending [1] Service Rates and Charges:
Customer shall receive a twenty (25) percent discount off the sixty (60) month term rate elements set forth in Section [1], [1], for any [1] Service that subtends [1] Services ordered pursuant to this Contract Offer, as outlined in Table D. Table D rates reflect the twenty (25) percent discount.

[1] See footnote (1) on page 41-669.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.76 Contract Offer No. 76 - (1) Service Offer (Cont'd)

41.76.5 Rates and Charges (Cont'd)

(D) (Cont'd)

Table D

SOUTHWEST (1) Rate Element	**USOC**	**Rate**
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)

SOUTHWEST (1) Rate Element	**USOC**	**Rate**
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)

SOUTHWEST (1) Rate Element	**USOC**	**Rate**
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)
(1)	(1)	(1)

(1) See footnote (1) on page 41-669.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.76 Contract Offer No. 76 – [1] Service Offer (Cont'd)

41.76.5 Rates and Charges (Cont'd)

(D) (Cont'd)

When an [1] is added to the [1], the [1] shall be subject to a sixty (60) month service term. Prevailing tariff NRCs for [1] service shall apply.

Following the end of the Term Period of this Contract Offer, any [1] service purchased subject to this Contract Offer shall be provided according to the rates, terms and conditions of the otherwise applicable sixty (60) month term plan found in Section 39.5.2. Otherwise applicable NRCs for [1] service shall apply as referenced in Section [1].

41.76.6 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to SWBT Tariff F.C.C. No. 73, Section 2.1.2, the Telephone Company will acknowledge such transfer or assignment if the criteria in SWBT Tariff F.C.C. No. 73, 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) or (B) 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 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 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.

[1] See footnote (1) on page 41-669.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.76 Contract Offer No. 76 – [1] Service Offer (Cont'd)

41.76.7 Mergers and Acquisitions

The terms and conditions of this Contract Offer shall continue in full force and in 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, 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.

41.76.8 Upgrade Option

(A) If the Telephone Company makes available one or more new special access service offerings capable of substituting for the Subject Services provided under this Contract Offer, and such new offering(s) employ new technology not available from the Telephone Company at the commencement of the Term Period, the Customer will be permitted to enter into a new contract offer or other contract or tariff arrangement to purchase the new service offerings from the Telephone Company, in substitution for the Subject Services provided under this Contract offer, without incurring termination liability under this Contract Offer, provided, however, that the other contract offer, contract or tariff governing the new service includes a term period and billing equal to, or greater than, that of this Contract Offer. The Customer may exercise the upgrade option provided the following conditions are met:

(1) The Customer must meet all eligibility requirements outlined in Section 41.76.3, and terms and conditions outlined in Section 41.76.4;

(2) The Customer must notify the Telephone Company ninety (90) days prior to exercising this option; and

(3) The Customer will be responsible for all NRCs associated with the upgrade, as well as any Special Construction Charges incurred by the Telephone Company to provision the upgraded service.

[1] See footnote (1) on page 41-669.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.76 Contract Offer No. 76 – [1] Offer (Cont'd)

41.76.9 Portability

The Telephone Company will waive otherwise applicable termination liability charges for moves of existing DS1 and DS3 Subject Services, provided that the Customer complies with the conditions set forth below. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for those charges on a quarterly basis.

(A) The Customer must be in compliance with all terms and conditions of this Contract Offer;

(B) DS1 Subject Services must have been in service for a minimum of twelve (12) months to be eligible for portability;

(C) DS3 Subject Services must have been in service for a minimum of two (2) years to be eligible for portability; and

(D) [1] Subject Services must have been in service for a minimum of two (2) years to be eligible for portability.

[1] See footnote (1) on page 41-669.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.76 Contract Offer No. 76 – [1] Service Offer (Cont'd)

41.76.10 Termination Liability

Termination liability language shall apply as described below in lieu of the termination liability provisions of SWBT Tariff F.C.C. No. 73, Sections 7, 20, [1]and [1]. If the Customer discontinues services and/or terminates this Contract Offer before the completion of the Term Period for any reason, except as provided in Section 41.76.8 and 41.76.9 herein, the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 41.76.3 or the terms and conditions in Section 41.76.4.

These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described below.

The Customer's termination liability charges shall be equal to:

50% of all MRCs for the balance of the Customer's five (5) year Term Period for all services under contract ([1], [1], DS3 and DS1 services).

Upon termination, all Subject Services then remaining in service will be converted to the prevailing month to month extension tariff rates applicable to the Subject Service. Prevailing tariff rates are highlighted in Section 7 for Phase 1 MSAs, and Section 39 for Phase 2 MSAs.

The termination liability charge shall be calculated as follows:

(MRCs) multiplied by (Months remaining in billing) multiplied by (Termination percentage of 50%)

Example: A Customer with a $75,000 MRC terminates service after three(3) years, and has twenty-four (24) months remaining on the five (5) year Term Period. The termination liability would be calculated as:

($75,000 X 24 months) X 50% = $900,000 termination liability charge

[1] See footnote (1) on page 41-669.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.77 Contract Offer No. 77 - Special Access Service Offer

41.77.1 General Description

Special Access Service Offer - Contract Offer No. 77 - is an access discount plan for DS1, DS3, and [1] special access services. Contract Offer No. 77 permits Customers to receive discounts for Subject Services, as described in Section 41.77.2, in the Metropolitan Statistical Areas (hereafter referred to as MSAs) listed in Section 41.77.3(A)(2). Contract Offer No. 77 is available to Customers with not more than $2,900,000 in cumulative annual revenue generated from special access services purchased from the Telephone Company, as described in Section 41.77.3(A)(3). The Customer must meet the eligibility criteria set forth in Section 41.77.3, and must otherwise comply with the terms and conditions of this Contract Offer.

Contract Offer No. 77 requires that the Customer maintain a Minimum Annual Revenue Commitment (MARC) for each year of the five (5) year Term Period. In the event the Customer does not meet the MARC as of the anniversary date of each term year, the Customer must remit a shortfall payment as set forth in Section 41.77.5. Notwithstanding the obligation to pay such shortfall, if the Customer does not comply with Section 41.77.5, termination charges, in accordance with Section 41.77.10, shall apply.

Contract Offer No. 77 is available for subscription from March 21, 2006 through April 21, 2006. This offer is not renewable.

41.77.2 Subject Services Available Under Contract Offer No. 77

Contract Offer No. 77 applies to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) High Capacity DS1 Special Access Services - Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Section 7 and Section 39;
(2) MegaLink Custom DS3 Service - SWBT Tariff F.C.C. No. 73, Section 20 and Section 39; and
(3) [1] Services - SWBT Tariff F.C.C. No. 73, Sections [1] and [1].

Each Subject Service shall be provided according to the rates, terms and conditions of the otherwise applicable tariff, except as expressly provided by this Contract Offer. If any provisions of this Contract Offer conflict with the otherwise applicable tariff, the rates, Terms and Conditions of this Contract Offer shall prevail.

[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 77 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.77 Contract Offer No. 77 - Special Access Service Offer (Cont'd)

41.77.3 Eligibility Criteria

(A) The following eligibility criteria must be met to subscribe to Contract Offer No. 77:

(1) Subject Services must be pricing-flexibility-qualified access services, as described in Section 41.77.2.

(2) Subject Services must be located in the following pricing flexibility qualified MSAs: Austin, TX; Dallas/Ft. Worth, TX; Houston, TX and San Antonio, TX.

(3) The Customer must have not more than $2,900,000 in cumulative annual revenue generated from special access services purchased from the Telephone Company out of SWBT Tariff F.C.C. No. 73, measured over the 12 months immediately proceeding the effective date of this Contract Offer.

41.77.4 Terms and Conditions

(A) Term Period

The term of this Contact Offer (Term Period) shall be five (5) years, commencing on the date the Customer submits its Letter of Subscription (LOS) to the Telephone Company. This offer is not renewable.

New Subject Services purchased during the Term Period must be purchased pursuant to a five (5) year term payment plan to be eligible for the rates provided in this Contract Offer. The rates provided in this Contract Offer shall apply to the Subject Services only during the Term Period. At the expiration of the Term Period, the Customer may either (1) choose to disconnect the Subject Service with no additional charges or early termination penalties owed, or (2) choose to continue service pursuant to one of the payment options provided in SWBT Tariff F.C.C. No. 73, Sections 7, 20, 39 and [1] for those Subject Services. In either event, Customer shall provide no less than sixty (60) days written notice of its election for such Subject Service.

[1] See footnote (1) on page 41-680.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.77 Contract Offer No. 77 - Special Access Service Offer (Cont'd)

41.77.4 Terms and Conditions (Cont'd)

(A) Term Period (Cont'd)

The Customer's written notice must specifically identify all Subject Services to be converted and the payment plans to which each Subject Service should be converted. Notwithstanding anything else to the contrary in this Contract Offer, if, at the expiration of the Term Period, the Customer has not timely elected to disconnect the relevant service or has not timely selected one of the payment options described in the SWBT Tariff F.C.C. No. 73, Sections 7, 20, 39 and [(1)] the Subject Services shall remain in service and shall be converted to month-to-month rates, or to the shortest term payment plan applicable to the Subject Services.

(B) Rate stability under Contract Offer No. 77 applies only to the rates specific to this Contract Offer, as provided in Section 41.77.6. Subject Services listed in 41.77.2 are also subject to certain rates, charges and general terms and conditions in other sections of SWBT F.C.C. No. 73, as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, and 13-Additional Engineering, Additional Labor and Miscellaneous Services, as applicable. Such terms and conditions may be modified through filing tariff changes at any time during the Term Period. Such tariff modifications will not change the rates, Terms and Conditions provided under this Contract Offer.

(C) Contract Offer No. 77 is available only from March 21, 2006, through April 21, 2006.

(D) To subscribe to Contract Offer No. 77, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(E) Subject Services that were installed prior to the commencement of the Term Period shall not be eligible for the rates provided in this Contract Offer until their existing term commitment has been met; however, the annual recurring revenue generated from the existing Subject Services shall count toward the Customer's MARC.

(F) Subject Services purchased on or after the commencement of the Term Period shall be subject to the rates, Terms and Conditions of this Contract Offer, upon completion of the Customer's Access Service Request (ASR).

[(1)] See footnote (1) on page 41-680.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.77 Contract Offer No. 77 - Special Access Service Offer (Cont'd)

41.77.4 Terms and Conditions (Cont'd)

(G) The Customer must subscribe to the Subject Services available under this Contract Offer in accordance with the regulations set forth in SWBT Tariff F.C.C. No. 73 Section 5 - Ordering for Access Service.

(H) If the Customer terminates this Contract Offer and/or any Subject Service during the Term Period, termination liability charges shall apply in accordance with Section 41.77.10, except to the extent that termination liability charges do not apply pursuant to the Service Term provisions of this Contract Offer, as provided in Section 41.77.7.

(I) If the Customer requests additional services, features or functions not included in Section 41.77.6, the Customer must pay the applicable tariff rates for those services, features or functions.

(J) The Customer cannot simultaneously purchase Subject Services pursuant to this Contract Offer and any other contract offer.

(K) Subject Services provided pursuant to this Contract Offer are not eligible for additional discounts under the Managed Value Plan (MVP) offering in Section 38.

(L) The Customer must be current on all undisputed billing for existing Subject Services within thirty (30) days of subscribing to this Contract Offer, and must remain current on all undisputed billing for Subject Services throughout the Term Period. The Customer must remit any billing disputes via the Telephone Company's electronic process.

(M) The Customer shall convert any existing DS1 and DS3 Unbundled Network Element Loops (UNE-L), DS1 and DS3 Enhanced Extended Links (EELs), and DS1 and DS3 Unbundled Dedicated Transport (UDT) (collectively referred to as "Identified UNEs") to special access Subject Services, in the MSAs listed in Section 41.77.3(A)(2), if the Telephone Company has designated such Identified UNEs as non-impaired.

(N) Subject to the procedures in Sections (O), (P) and (Q) herein, during the Term Period, the Customer shall not purchase Identified UNEs that have been designated as non-impaired, as set forth in Subsection (M) above, in the MSAs listed in Section 41.77.3(A)(2), but instead shall purchase special access Subject Services at the discounted rates pursuant to this Contract Offer.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.77 Contract Offer No. 77 - Special Access Service Offer (Cont'd)

41.77.4 Terms and Conditions (Cont'd)

(O) Within five (5) business days after the Customer's subscription to this Contract Offer, the Customer shall begin submission of ASRs necessary to convert existing Identified UNEs that have been designated as non-impaired by the Telephone Company to special access Subject Services.

(P) Billing at the discounted rates set forth in Section 41.77.6 for existing Identified UNEs converted to special access Subject Services, pursuant to this Contract Offer, shall commence upon receipt of the first ASR, as described in Section (O), herein. Billing at the discounted rates set forth in 41.77.6 for Identified UNEs that, in the future, are designated as non-impaired and converted to special access during the Term Period shall commence upon receipt of the Customer's ASR.

(Q) Subject to the provisions herein, during the Term Period, the Customer shall not self-certify that it is entitled to obtain Identified UNEs that have been designated by the Telephone Company as non-impaired, as set forth in Section (M), herein. Instead, the Customer shall purchase special access Subject Services to replace such Identified UNEs at the discounted rates provided in this Contract Offer. If any Identified UNE that has been designated as non-impaired is subsequently designated as impaired, and the Customer converts Subject Services to UNEs as a result of the change, the Customer must submit ASRs to the Telephone Company for such conversion.

41.77.5 Minimum Annual Revenue Commitment (MARC)

(A) Establishment of the MARC for Year 1

The Customer must establish and maintain a MARC as provided in this Contract Offer. The MARC for the first year of the Term Period (Year 1) shall be established as of the date the Customer submits its LOS. The Customer's Year 1 MARC shall be the greater of:

(i) $3,850,000, or

(ii) The sum of the prior three (3) months of recurring revenue generated from existing special access services purchased by the Customer pursuant to SWBT Tariff F.C.C. No. 73, multiplied by four (4).

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.77 Contract Offer No. 77 - Special Access Service Offer (Cont'd)

41.77.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Calculation of the MARC for Years 2 through 5

The Customer must maintain a MARC for each year of the five (5) year Term Period. For purposes of calculating the MARC for Years 2 through 5, recurring revenue generated from all Subject Services provided under this Contract Offer in the eligible pricing flexibility MSAs, as defined in Section 41.77.3(A)(2), plus recurring revenue generated from Special Access services purchased from the Telephone Company in those MSAs pursuant to SWBT Tariff F.C.C. No. 73 (together defined as MARC Revenue), shall be counted toward the Customer's MARC, except as described in Section (E), herein.

The MARC for Years 2 through 5 shall be reviewed and re-established annually on the anniversary date of each term year. The MARC for Years 2 through 5 shall be the product of the previous three (3) months MARC Revenue, times four (4). If the recalculated MARC is greater than the previous year's MARC, the newly recalculated MARC will apply. If the recalculated MARC is less than the previous year's MARC, the previous year's MARC will continue to apply during the next year.

Example for Year 2 MARC Establishment:

The Customer's Year 1 MARC is $3.85M. At the end of Year 1, the prior three months' MARC Revenue (i.e., the recurring revenue during the last three (3) months of Year 1) is $1M. The Customer's Year 2 MARC would be $4M ($1M X 4). The Year 2 MARC would be the $4M, rather than the Year 1 MARC of $3.85M.

(C) Failure to Achieve the MARC

If the Customer fails to achieve the annual MARC for any year of the Term Period, the Customer must pay the difference between the MARC for that term year and the actual recurring revenue for the prior twelve (12) month period for the Subject Services provided under this Contract Offer, and special access services purchased from the Telephone Company provided under SWBT Tariff F.C.C. No. 73. The Customer will be notified by the Telephone Company and will be required to remit a shortfall payment via the True-Up process described in Section (D), herein, to reach the MARC.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.77 Contract Offer No. 77 - Special Access Service Offer (Cont'd)

41.77.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(D) Annual True-Up

The Telephone Company shall conduct an Annual True-Up upon the anniversary date of each term year based on the Customer's MARC. In the event the Customer does not meet the MARC as of the anniversary date of each term year, the Customer will be notified by the Telephone Company and will be required to pay a shortfall payment as described below.

The True-Up calculation will be performed as follows:

MARC - Actual annual recurring revenues generated from special access and Subject Services as described in Section 41.77.5 (B) = Annual True-Up Amount

Example: The Customer's Year 1 MARC is $3,850,000. At the end of Year 1, the Customer's actual annual recurring revenue is $3,235,000. The True-Up amount due the Telephone Company would be $615,000

$3,850,000 - $3,235,000 = $615,000

If the Telephone Company does not receive the shortfall payment within thirty (30) days after notifying the Customer, the Customer shall be deemed to have terminated this Contract Offer, and termination charges will apply as set forth in Section 41.77.10.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.77 Contract Offer No. 77 - Special Access Service Offer (Cont'd)

41.77.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(E) Adjustments to the MARC

The Customer may exercise either of two one-time MARC adjustment options, subject to the provisions set forth below. The MARC adjustment options cannot be combined.

(1) Option 1 - MARC Reduction - The Customer may adjust the MARC downward by up to five (5) percent. This adjustment can only be made one time during the Term Period, and only after the completion of the first twenty-four (24) months of the Term Period. To exercise this option, the Customer must notify the Telephone Company, in writing, at least sixty (60) days prior to the date upon which the Customer requests that the reduced MARC be effective. This MARC adjustment will apply prospectively only. If the Customer exercises this option, the Customer will forfeit any above the MARC discounts, as provided in Section (F), herein, for which the Customer would otherwise be eligible for the year in which the adjustment becomes effective. The Customer will be eligible for above the MARC discounts in subsequent years only if, and to the extent that, the Customer exceeds the MARC that was in effect immediately prior to the MARC adjustment.

Example:

The Customer decides to reduce its MARC by five (5) percent for Year 3. The MARC for Year 2 is $4M. Following the MARC adjustment, the new Year 3 MARC would be $3.8M. If the Customer's revenue in Year 3 is equal to or greater than $4M, then the Customer will again become eligible to receive above the MARC discounts for revenues above $4M, beginning in Year 4.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.77 Contract Offer No. 77 - Special Access Service Offer (Cont'd)

41.77.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(E) Adjustments to the MARC (Cont'd)

(2) Option 2 - MARC Carryover - The Customer may carry over a MARC shortfall of no more than five (5) percent to the following year. No True-Up payment shall be required for that year, but the shortfall carried over shall be added to the MARC for the succeeding year. This adjustment can only be made one time during the Term Period, and only after the completion of the first twenty-four (24) months of the Term Period. To exercise this option, the Customer must notify the Telephone Company, in writing, at least sixty (60) days prior to the date upon which the Customer requests that the carried over MARC shortfall be effective. This MARC adjustment will apply prospectively only. If the Customer exercises this option, the Customer will forfeit any above the MARC discounts, as provided in Section (F), herein, for which the Customer would otherwise be eligible for the year in which the adjustment becomes effective. The Customer will be eligible for above the MARC discounts in subsequent years only if, and to the extent that, the Customer exceeds the MARC that was in effect immediately prior to the MARC adjustment.

Example:

The Customer has a MARC of $4M for Year 3. The actual annual recurring revenue at the end of Year 3 is $3.8M. The Customer elects to carry over the Year 3 MARC shortfall amount of $200K ($4M minus $3.8M) into Year 4. The Year 4 MARC is now $4.2M ($4M MARC from Year 3, plus a $200K carryover from Year 3). If, at the end of Year 4, the Customer has achieved total revenue of $4.2M or greater, no shortfall payment is due. If, at the end of Year 4, the Customer has not achieved $4.2M in revenue, the Customer must make a shortfall payment sufficient to achieve the $4.2M MARC or be subject to a termination charge as provided in Section 41.77.10.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.77 Contract Offer No. 77 - Special Access Service Offer (Cont'd)

41.77.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(F) Above the MARC Discounts

The Customer shall receive, in the form of annual credits issued by the Telephone Company, a discount for recurring revenue generated from Subject Services purchased from the Telephone Company, within the MSAs listed in Section 41.77.3 (A) (2), to the extent such revenue exceeds the MARC. The following above the MARC discounts will apply by contract term year:

Table A

Contract Year	Discount
Year One	2%
Year Two	4%
Years Three through Five	6%

Example:

For Year 1, the Customer's Subject Services cumulative recurring revenue, in the MSAs listed in Section 41.77.3 (A) (2), equals $3,967,000. The Customer would receive a credit in the amount of $2,340.00 based on the following formula:

(Subject Services cumulative recurring revenue - Year 1 MARC) X 2% or ($3,967,000 - $3,850,000) X 2% =$2,340.00

41.77.6 Rates and Charges

(A) Monthly Recurring Charges

The Telephone Company will provide the DS1 and DS3 Subject Services listed in Table B at the following Monthly Recurring Charges (MRC). Any services, features, functions or rate elements not listed in Table B will be provided at the prevailing tariff rates in SWBT Tariff F.C.C. No. 73, Sections 7 and 39, except as otherwise provided in this Contract Offer.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.77 Contract Offer No. 77 - Special Access Service Offer (Cont'd)

41.77.6 Rates and Charges (Cont'd)

(A) Monthly Recurring Charges (Cont'd)

Table B

High Capacity DS1 Service (per circuit)	**MRC**
One Channel Termination and 0 interoffice miles	$88.00
One Channel Termination and 1-10 interoffice miles	$165.00
One Channel Termination and 11-20 interoffice miles	$205.00
One Channel Termination and 21-30 interoffice miles	$250.00

MegaLink Custom DS3 Service (per circuit)	**MRC**
One Channel Termination and 0 interoffice miles	$800.00
One Channel Termination and 1-10 interoffice miles	$1,200.00
One Channel Termination and 11-20 interoffice miles	$1,500.00
One Channel Termination and 21-30 interoffice miles	$1,800.00
One DS3 to DS1 Multiplexer and 0 interoffice miles	$475.00
One DS3 to DS1 Multiplexer and 1-10 interoffice miles	$900.00
One DS3 to DS1 Multiplexer and 11-20 interoffice miles	$1,200.00

The Telephone Company will provide the [1] Subject Services at a 27% discount off the Section [1] rates. The 27% discount is reflected in the rates listed in Table C. Any services, features, functions or rate elements not listed in Table C will be provided at the prevailing tariff rates set forth in SWBT Tariff F.C.C. No. 73, Sections [1] and [1], except as otherwise provided in this Contract Offer.

Table C

Rate Element	Applicable USOC	(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)	(1)	(1)
(1)					
(1)	(1)	(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)	(1)	(1)

[1] See footnote (1) on page 41-680.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.77 Contract Offer No. 77 - Special Access Service Offer (Cont'd)

41.77.6 Rates and Charges (Cont'd)

(B) Non-Recurring Charges (NRC)

NRCs shall apply to Subject Services purchased under this Contract Offer based on a five (5) year payment plan, except as provided herein.

(1) The Telephone Company shall waive the following NRCs associated with the conversion of qualified existing DS1 and DS3 Identified UNEs to special access Subject Services:

(a) Administrative Charge, per order;
(b) Design and Central Office Connection Charge, per circuit; and
(c) Customer Connection Charge, per termination.

(2) Special Construction Charges may apply to Subject Services provided under this Contract Offer pursuant to Section 5.2.6.

41.77.7 Service Terms

Upon completion of the minimum term commitment (Service Term), the Telephone Company shall waive otherwise applicable termination liability charges for new and/or converted Subject Services provided under this Contract Offer, provided that the Customer is in compliance with all Terms and Conditions of this Contract Offer.

(A) The Service Term begins upon the Service Establishment Date of the circuit or upon completion of conversion as described in Section 41.77.4 (M); and

(B) The Service Terms for Subject Services under this Contract Offer shall be:

(1) Six (6) months for DS1 circuits;
(2) Twelve (12) months for DS3 circuits; and
(3) Thirty-six (36) months for [1] circuits.

[1] See footnote (1) on page 41-680.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.77 Contract Offer No. 77 - Special Access Service Offer (Cont'd)

41.77.8 Mergers and Acquisitions

The Terms and Conditions 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 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, 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.

41.77.9 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 77 pursuant to SWBT Tariff F.C.C. No. 73, Section 2.2.1, the Telephone Company will acknowledge such transfer or assignment if the criteria in Section 2.2.1 are met, unless (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) 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 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 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 "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.77 Contract Offer No. 77 – Special Access Service Offer (Cont'd)

41.77.10 Termination Liability

Termination liability language described below applies in lieu of the termination liability language described in SWBT Tariff F.C.C. No. 73, Sections 7, 20 and 40. If the Customer terminates Subject Services under this Contract Offer, or terminates the Contract Offer in its entirety before the completion of the Term Period for any reason, the Customer must pay the Telephone Company Termination Charges as described in this Section. These charges shall become due as of the effective date of the termination of service. The Customer must provide written notification to the Telephone Company thirty (30) days prior to the desired date of termination of the Subject Services pursuant to this Contract Offer.

If the Customer fails to meet any of the eligibility criteria in Section 41.77.3, or fails to meet any of the Terms and Conditions in Section 41.77.4, the Customer will be deemed to have terminated this Contract Offer and shall be liable for the Termination Charges set forth in this section.

(A) Customer Terminates a Subject Service

Subject to the provisions of Section 41.77.7 of this Contract Offer, if the Customer terminates a Subject Service before the completion of the Service Term, the Customer shall pay a Termination Charge. The Termination Charge will be calculated by multiplying the applicable MRC for the terminated Subject Service by the number of months remaining in the Service Term.

Example: The Customer terminates a DS1 circuit with a $165.00 MRC after four (4) months with two (2) months remaining in the Service Term.

The Termination Charge would be calculated as: $165.00 X 2 = $330.00

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.77 Contract Offer No. 77 - Special Access Service Offer (Cont'd)

41.77.10 Termination Liability (Cont'd)

(A) Customer Terminates Contract Offer

If the Customer terminates this Contract Offer before the completion of the Term Period for any reason, the Customer's Termination Charges shall be equal to:

The difference between (1) the actual cumulative recurring revenue for the MARC term year at the time of termination for Subject Services and special access services purchased from the Telephone Company pursuant to SWBT Tariff F.C.C. No. 73, and (2) the annual MARC for the term year at the time of termination, plus 50% of the annual MARC at the time of termination for each subsequent year (i.e. after the current term year, if any) remaining in the Term Period.

(Annual MARC - cumulative special access recurring revenue) + 50% (Annual MARC x years remaining) = Termination Charge.

Example: The Customer terminates the contract in Year 4 and Customer has one (1) year remaining in the five (5) year Term Period. The Customer's annual MARC at time of termination is $2,000,000, and actual recurring revenue in Year 4 is $1,500,000.

The Termination Charge would be calculated as: ($2,000,000 - $1,500,000) + 50% ($2,000,000 x 1) = $1,500,000 Termination Charge.

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41. Pricing Flexibility Contract Offerings

41.78 Contract Offer No. 78 – Access Extension Offer

41.78.1 General Description

Contract Offer No. 78 – Access Extension Offer, is an access discount plan that provides qualified customers with a credit for attainment of a Monthly Billing Commitment (MBC), as described in Section 41.78.4(B).

This Contract Offer is available for subscription from March 30, 2006 to April 30, 2006.

41.78.2 Eligibility Criteria

The Customer must meet the following eligibility criteria to subscribe to this Contract Offer:

(A) Customer must be currently subscribed to MVP pursuant to Section 38 with an MVP Term Period that expires in 2006; and

(B) The Customer's MVP MARC must be less than $25,000,000 and must be greater than $12,000,000.

41.78.3 Contributory Services

Qualified Access Services, as described in Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Section 38.2, shall be deemed as Contributory Services for attainment of the MBC as described in 41.78.4 (B).

(A) Contributory Subject Services

Contributory Services provided by the Telephone Company in the Metropolitan Statistical Areas (MSAs), as listed in Section 39.2, shall be deemed "Contributory Subject Services" under this Contract Offer. Contributory Subject Services are eligible for the monthly credit provided under this Contract Offer.

(B) Contributory Non-Subject Services

Contributory Services provided by the Telephone Company outside of the MSAs, as listed in Section 39.2, shall be deemed "Contributory Non-Subject Services" under this Contract Offer. Contributory Non-Subject Services shall not be eligible for the monthly credit provided under this Contact Offer.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.78 Contract Offer No. 78 - Access Extension Offer (Cont'd)

41.78.4 Terms and Conditions

(A) Term Period

Following subscription to this Contract Offer, the contract term (Term Period) shall be five (5) months commencing upon the expiration of the Customer's existing MVP agreement.

(B) Monthly Billing Commitment (MBC)

Pursuant to this Contract Offer, the Customer must attain the MBC for each month of the Term Period as described herein to be eligible for credits, as described in 41.78.5. The Customer's MBC shall be equal to 1/12th of their existing MVP MARC.

Attainment of the MBC will be determined monthly by the Telephone Company. The Telephone Company will compare the MBC to the combined total of the monthly recurring billing for Contributory Subject Services and Contributory Non-Subject Services.

Example: Upon subscription, the Customer's existing MVP MARC is $12,120,000. The MBC would be ($12,120,000 x 1/12) or $1,010,000. At the end of Month 1, the Telephone Company billed the Customer $840,000 for Contributory Subject Services and $200,000 for Contributory Non-Subject Services, for a total monthly recurring billing of $1,040,000. Since the Customer attained its MBC, the Customer shall be eligible to receive the credit provided under this Contract Offer.

Failure to attain the MBC

If the monthly recurring billing is less than the MBC:

(1) The Customer must remit the difference between the actual monthly recurring billing and the MBC to the Telephone Company upon notification; and

(2) The Customer forfeits the monthly credit as provided in 41.78.5 for that month.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.78 Contract Offer No. 78 – Access Extension Offer (Cont'd)

41.78.4 Terms and Conditions (Cont'd)

(A) General

(1) Contributory Services, described in Section 41.78.3, are subject to certain rates, charges and general terms and conditions described in SWBT Tariff F.C.C. No. 73, Sections 2, 5 and 13, 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 described in this Contract Offer.

(2) All Terms and Conditions for the Contributory Services provided under this Contract Offer are governed by their otherwise applicable tariff sections.

(3) If the Customer terminates this Contract Offer in its entirety during the Term Period, termination liability charges shall apply in accordance with Section 41.78.8.

(4) To subscribe to this Contract Offer, the Customer must provide the Telephone Company with a Letter of Subscription.

(5) The Customer may not subscribe to a new MVP Agreement, as described in Section 38, during the Term Period of this Contract Offer.

41.78.5 Monthly Credits

The Customer shall be eligible to receive a monthly credit under this Contract Offer, provided the Customer meets all the Terms and Conditions of this Contract Offer. Upon the monthly verification of the Customer's attainment of the MBC as described in 41.78.4(B), the Telephone Company shall apply a monthly credit to the Contributory Subject Services.

The monthly credit shall equal $144,325.00

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.78 Contract Offer No. 78 - Access Extension Offer (Cont'd)

41.78.6 Assignment/Transfer/Successors

If the Customer wishes to assign or transfer its rights and obligations of this Contract Offer, the Customer shall comply with the requirements of F.C.C. No. 73, Section 2.2.1. The Telephone Company shall acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 73, Section 2.2.1, unless (1) the proposed assignee or transferee fails to establish credit worthiness under one of the criteria provided in (A) or (B) below, or (2) if the proposed assignee or transferee, or its parent company, 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 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; or

(B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (i.e: Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.78 Contract Offer No. 78 - Access Extension Offer (Cont'd)

41.78.7 Mergers/Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition, within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. 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, 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.

41.78.8 Termination Liability

If the Customer terminates this Contract Offer during the Term Period, or is not in compliance with the Terms and Conditions of this Contract Offer, then the Customer will be liable for a termination charge which shall be equal to all Monthly Credits provided under this Contract Offer. The termination charges shall become due as of the effective date of the termination.

If the Customer elects to terminate this Contract Offer the Customer must provide written notification to the Telephone Company of their intent to terminate and the effective date of the termination.

Example: If the Contract Offer is terminated after two (2) months and the Customer received a credit of $144,325.00 for each month, the termination charge shall be calculated as:

$144,325.00 x 2 = $288,650.00

41. [1]

[1] Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 79 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

41. [1]

[1] See footnote (1) on page 41-700.

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41. [1]

[1] See footnote (1) on page 41-700.

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41. [1]

[1] See footnote (1) on page 41-700.

41. [1]

[1] See footnote (1) on page 41-700.

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41. [1]

[1] See footnote (1) on page 41-700.

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41. [1]

[1] See footnote (1) on page 41-700.

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41. [1]

[1] See footnote (1) on page 41-700.

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41. Pricing Flexibility Contract Offerings

41.80 Contract Offer No. 80 - DS1, DS3, and [1] Service Offer

41.80.1 General Description

The DS1, DS3 and [1] Service Offer (Contract Offer No. 80) is an access discount plan that requires Customers to maintain a Minimum Annual Revenue Commitment (MARC) during the Contract Term Period. Contract Offer No. 80 is available to any customer who commits to a MARC of at least $9.5M. Contract Offer No. 80 provides discounts to eligible customers converting high-capacity Unbundled Network Element (UNE) services to Special Access services pursuant to the rates, Terms and Conditions of this Contract Offer. The qualified access services eligible under this Contract Offer are listed in Section 41.80.2. To receive discounts under this Contract Offer, the Customer must meet the Eligibility Criteria described in Section 41.80.3, and must comply with all Terms and Conditions of this Contract Offer.

Contract Offer No. 80 requires the Customer to establish and maintain a Minimum Annual Revenue Commitment (MARC) for each year of the Term Period, as defined in Section 41.80.5 (A). The MARC shall include all Contributory Services provided by the Telephone Company and AT&T affiliates purchased in the eligible Metropolitan Statistical Areas (MSAs) listed in Section 41.80.3 (A). Contributory Services shall include Contributory Subject Services as described in Section 41.80.2 (A), and Contributory Non-Subject Services as described in Section 41.80.2 (B). Contributory Non-Subject Services are not eligible for the discounts and other incentives provided under this Contract Offer. Any Contributory Non-Subject Services shall be purchased pursuant to interstate tariffs, agreements and/or contracts. Any agreements and/or contracts for Contributory Non-Subject Services shall be available for review at the Web-site established to make public any agreements for these services. Customers may reference: https://primeaccess.att.com

If, upon any quarterly calculation, the Customer's recurring revenue from Contributory Services is less than the applicable MARC, equally prorated on a quarterly basis, the Customer must remit the shortfall payment via the Quarterly True-Up process set forth in Section 41.80.5 (C). If the Customer does not comply with all Terms and Conditions of this Contract Offer (exclusive of the terms and conditions of the agreements and/or contracts referenced herein) and cure any non-compliance situations of this Contract Offer, termination liability charges, in accordance with Section 41.80.10, will apply.

Contract Offer No. 80 will be available for subscription only from May 17, 2006 through June 17, 2006.

[1] Material previously contained in this section has been deleted. DSRS and OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 80 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. Pricing Flexibility Contract Offerings Cont'd)

41.80 Contract Offer No. 80 - DS1, DS3, and [1] Service Offer Cont'd)

41.80.2 Contributory Services

(A) Contributory Subject Services

Discounted rates and portability provided under Contract Offer No. 80 apply to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

Subject Service	**Description /Rate Regulation**	**Phase I MSA Rates and Charges**	**Phase II MSA Rates and Charges**
High Capacity (DS1) Service	7.3.10	7.3.10(F)	39.5.2.7 (N)
MegaLink Customer (DS3) Service	20.1, 20.4	20.5	39.5.2.12
[1]	[1]	[1]	[1]
[1]	[1] [1]	[1] [1]	[1] [1]

Each Subject Service shall be provided according to the rates, terms and conditions of the otherwise applicable tariff, except as expressly provided by this Contract Offer. If any provisions of this Contract Offer conflict with the otherwise applicable tariff, the rates, Terms and Conditions of this Contract Offer shall prevail.

(B) Contributory Non-Subject Services

Contributory Non-Subject Services included under Contract Offer No. 80 are services that are not pricing-flexibility-qualified access services (hereafter referred to as Contributory Non-Subject Services), which are identified below:

Signaling System 7 Services
Interstate InterLATA services (i.e. Long Distance services)

Recurring revenue from Contributory Non-Subject Services shall be used in Calculations to Determine Achievement of the MARC, as described in Section 41.80.5. Contributory Non-Subject Services are ineligible for discounts and other incentives provided under this Contract Offer. Any agreements and/or contracts for Contributory Non Subject Services shall be available for review at the website established to make public any agreements for those services. Customers may reference: https://primeaccess.att.com.

[1] See footnote (1) on page 41-708.

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41. Pricing Flexibility Contract Offerings Cont'd)

41.80 Contract Offer No. 80 - DS1, DS3, and [1] Service Offer (Cont'd)

41.80.3 Eligibility Criteria

The following Eligibility Criteria must be met to subscribe to Contract Offer No. 80:

(A) Contract Offer No. 80 is available only for services located in the following Metropolitan Statistical Areas (MSAs):

Kansas City, KS-MO; Topeka, Wichita, KS; St. Louis, MO; Oklahoma City, Tulsa, OK; Austin-San Marcos, Dallas-Fort Worth, El Paso, Houston, San Antonio, and Waco, TX.

Channel Terminations between the Customer's end office and an end user premises are ineligible for Contract Offer No. 80 in the following MSA, unless and until the Telephone Company receives pricing-flexibility relief for these services in that MSA: El Paso, TX

(B) The Customer must have existing DS1 and DS3 Unbundled Network Element Standalone Loops (UNE-L), Enhanced Extended Links (EELs), or Unbundled Dedicated Transport (UDT) (collectively referred to as "Identified UNEs") in the MSAs listed in Section 41.80.3 (A).

(C) The Customer must have at least $5 million in combined annual revenue from existing Subject Services, as listed in Section 41.80.2 (A), and Identified UNEs that must be converted to Special Access pursuant to 41.80.4 (I).

41.80.4 Terms and Conditions

(A) Subscription

To subscribe to this Contract Offer, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company, which must be submitted during the contract availability period.

The Customer must provide, at the time of subscription, all of the Access Customer Name Abbreviations (ACNAs) that the Customer designates for inclusion in this Contract Offer. Additional ACNAs may not be included by the Customer after subscription to the Contract Offer.

[1] See footnote (1) on page 41-708.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.80 Contract Offer No. 80 - DS1, DS3, and [1] Service Offer (Cont'd)

41.80.4 Terms and Conditions (Cont'd)

(B) Term Periods

(1) Contract Term

The term of this Contract Offer (Term Period) shall be twenty-four (24) months, commencing on the date the Telephone Company receives the Letter of Subscription (LOS) from the Customer.

At the expiration of the Term Period, the Customer will have the option to extend the Term Period for an additional twelve (12) months. The Customer must provide written notification at least ninety (90) days prior to the expiration of the Term Period to elect to extend the Term Period. If the Telephone Company does not receive written notification at least ninety (90) days prior to the expiration of the Term Period, the Customer may not elect to extend the Term Period of this Contract Offer.

(2) Service Term

The Service Term for Subject Services provided under this Contract Offer is as follows:

The Service Term for DS1 and DS3 services provided pursuant to this Contract offer shall expire upon the expiration of the Term Period, except as provided herein.

If the Customer does not elect to extend the Term Period, the Customer may select a term payment plan for DS1 and DS3 services purchased and/or converted pursuant to this Contract Offer, as set forth in Tariff F.C.C. No. 73, Section 7.3.10 and 20.5 for Phase I MSAs, and Section 39.5.2.7 and 35.5.2.12 for Phase II MSAs.

If the Customer neither extends the Term Period nor elects a term payment plan at the expiration of the Contract Term Period, DS1 and DS3 services provided pursuant to this Contract Offer will be converted to the prevailing applicable monthly extension rates, as set forth in Tariff F.C.C. No. 73, Section 7.3.10 and 20.5 for Phase I MSAs, and Section 39.5.2.7 and 39.5.2.12 for Phase II MSAs.

[1] See footnote (1) on page 41-708.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.80 Contract Offer No. 80 - DS1, DS3, and [1] Service Offer (Cont'd)

41.80.4 Terms and Conditions (Cont'd)

(B) Term Periods (Cont'd)

(2) Service Term (Cont'd)

The Service Term for [1] and [1] provided pursuant to this Contract Offer shall be thirty-six (36) months, commencing on the date billing for each service begins. Billing shall commence no later than thirty (30) days after the Telephone Company's completion of the access service order.

Upon the expiration of the Service Term, the Customer must select from term payment options as set forth in Tariff F.C.C. No. 73, Section [1], [1], and [1] for Phase I MSAs, and Section [1], [1], and [1] for Phase II MSAs, or cancel the Subject Services. If the Customer does not select a term payment plan or cancel the Subject Services, services will be converted to the prevailing monthly extension rates, as set forth in Tariff F.C.C. No. 73, Section [1], [1], and [1] for Phase I MSAs, and Section [1], [1], and [1] for Phase II MSAs.

[1] See footnote (1) on page 41-708.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.80 Contract Offer No. 80 – DS1, DS3, and [1] Service Offer (Cont'd)

41.80.4 Terms and Conditions (Cont'd)

(C) Rate Stability

Rate stability during the Term Period applies only to the rates specific to Contract Offer No. 80 listed in Section 41.80.7. Subject Services are also subject to certain rates, charges, and general terms and conditions in other sections of Tariff F.C.C. No. 73, as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, 7-Special Access Services, 13-Additional Engineering, Additional Labor & Miscellaneous Services, 20-MegaLink Customer Services, [1] – [1], [1] – [1] Service, and [1] – [1] service. Such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(D) Contract Termination

If the Customer terminates this Contract Offer during the Term Period, termination liability charges will apply in accordance with Section 41.80.10 (A), provided, however, that termination liability charges shall not apply to the extent that the Customer assigns or transfers its use of services under this Contract Offer pursuant to Section 41.80.8 of this Contract Offer.

If the Telephone Company becomes aware that the Customer has failed to comply with any of the Terms and Conditions of this Contract Offer, the Telephone Company will notify the Customer in writing. The Customer will have 30 days to return to compliance. Failure to comply within 30 days will constitute a default by the Customer, and the Telephone Company shall have the right to terminate this Contract Offer. In the event of such termination by the Telephone Company, termination liability charges will apply as set forth in Section 41.80.10 (A).

(E) Service Termination

If the Customer terminates one or more Subject Service(s) provided under this Contract Offer during the Term Period or any Service Term, and the Subject Service is not eligible for waiver of termination liability charges pursuant to the portability provisions set forth in Section 41.80.6, termination liability charges will apply in accordance with Section 41.80.10 (B). Termination of [1] and [1] after the end of the Term Period but before the completion of a Service Term, shall be governed by the termination liability, if applicable, pursuant to Tariff F.C.C. No. 73, Section [1] and Section [1].

[1] See footnote (1) on page 41-708.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.80 Contract Offer No. 80 - DS1, DS3, and [1] Service Offer (Cont'd)

41.80.4 Terms and Conditions (Cont'd)

(F) The Customer may not combine this Contract Offer with any promotional or discount offer. For services purchased pursuant to Section 41.80.4 (G), the Customer may combine this Contract Offer with discounts included in a subsequent contract offer in Tariff F.C.C. No. 73, provided the subsequent contract offer specifically allows for the combination of discounts with this Contract Offer.

(G) The Customer must purchase [1], [1] Service, and/or DS3 Services not previously provided by the Telephone Company totaling at least $2.2 million in annual recurring revenue. Access Service Orders (ASRs) must be submitted for these services within 30 days of subscribing to this Contract Offer. All services must be fully installed and billing must commence on these services within 120 days of subscription to this Contract Offer, provided the Telephone Company has made facilities available. The Customer must provide the Telephone Company with documentation that a carrier other than the Telephone Company or an AT&T affiliate is providing, or has proposed to provide, equivalent services at comparable rates, terms and conditions. Documentation may include, but is not limited to, circuit detail records, invoices, or service proposals.

(H) The Customer may purchase new DS1, DS3 and [1] services as set forth below:

(1) The Customer may purchase DS1 and DS3 services at the discounted rates detailed in Section 41.80.7 (A & B) at any time during the Term Period.

(2) The Customer may purchase new [1] or [1] at the discounted rates detailed in Section 41.80.7 (C), provided that the existing recurring annual revenue generated from the Subject Services exceeds the $2.2 million minimum, as required by Section 41.80.4 (G), and also provided that the additional [1] or [1] services are purchased under at least a three (3) year Service Term.

The discounts set forth in Section 41.80.7(C) will be applied only during the Term Period. At the conclusion of the Term Period, the discounts will no longer apply.

[1] See footnote (1) on page 41-708.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.80 Contract Offer No. 80 - DS1, DS3, and [1] Service Offer (Cont'd)

41.80.4 Terms and Conditions (Cont'd)

(I) The Customer shall convert any existing DS1 and DS3 Unbundled Network Element Loops (UNE-L), DS1 and DS3 Enhanced Extended Links (EELs), and DS1 and DS3 Unbundled Dedicated Transport (UDT) (collectively referred to as "Identified UNEs") to special access Subject Services, in the MSAs listed in Section 41.80.3(A), if the Telephone Company has designated such Identified UNEs as non-impaired. The configuration of the service must remain the same as a result of the conversion.

(J) Subject to the procedures in sections (K), (L) and (M), below, during the Term Period, the Customer shall not purchase Identified UNEs that have been designated as non-impaired, as set forth in subsection (I), above, in the MSAs listed in Section 41.80.3(A), but instead shall purchase special access Subject Services at the discounted rates pursuant to this Contract Offer.

(K) Within five (5) business days after the Customer's subscription to this Contract Offer, the Customer shall begin submission of the access service requests (ASRs) necessary to convert existing Identified UNE's that have been designated as non-impaired by the Telephone Company to special access Subject Services.

(L) Billing at the discounted rates set forth in 41.80.7 (A & B) for existing Identified UNEs to be converted to special access Subject Services pursuant to this Contract Offer shall commence upon receipt of the first ASR, as described in (K), above. Billing at the discounted rates set forth in 41.80.7 (A & B) for Identified UNEs that, in the future, are designated as non-impaired and converted to special access shall commence upon receipt of the Customer's access service request.

(M) Subject to the provisions herein, during the Term Period, the Customer shall not self-certify that it is entitled to obtain Identified UNEs that have been designated by the Telephone Company as non-impaired, as set forth in subsection (I), above. Instead, Customer shall purchase special access Subject Services to replace such Identified UNEs at the discounted rates provided in this Contract Offer. If the Customer converts Subject Services to UNEs, it must submit access service requests to the Telephone Company for such conversion.

[1] See footnote (1) on page 41-708.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.80 Contract Offer No. 80 - DS1, DS3, and SO [1] Service Offer (Cont'd)

41.80.4 Terms and Conditions (Cont'd)

(N) Upon subscription to this Contract Offer, the Customer has the option to convert a maximum of one hundred twenty-five (125) Non-Identified UNEs that the Telephone Company has not deemed non-impaired to Special Access Subject Services at the discounted rates provided under this Contract Offer. Any Non-Identified UNEs that do not meet the non-impairment criteria in excess of the one hundred twenty-five (125) maximum, may be converted to Special Access services provided under Tariff F.C.C. No. 73, but will not be eligible for inclusion in this Contract Offer during the Term Period.

(O) The Customer must pay billed charges in full during the Term Period. If the Customer fails to remain current on payment of all billed charges, the Customer will have thirty (30) business days from receipt of the written notice from the Telephone Company to comply. If the Customer does not comply, the Telephone Company shall have the right to terminate the Customer's subscription to this Contract Offer. In the event of termination by the Telephone Company, termination liability charges, as set forth in Section 41.80.10(A), will apply. Credits will not be issued until the Customer has paid all billed charges.

[1] See footnote (1) on page 41-708.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.80 Contract Offer No. 80 - DS1, DS3, and [1] Service Offer (Cont'd)

41.80.4 Terms and Conditions (Cont'd)

(P) Commingling, as defined in Tariff F.C.C. No. 73, Section 2.7, is permitted provided the following:

(1) that the Subject Service has been converted from UNEs pursuant to this Contract Offer, and
(2) to the extent commingling is otherwise permitted by Tariff F.C.C. No. 73, Section 5.2.1.

The Customer may not otherwise commingle using Subject Services provided under this Contract Offer.

(Q) Access Service Ratio

During the Term Period, the Customer must maintain the Access Service Ratio established upon subscription to this Contract Offer, calculated as described below. During the Term Period, the Customer's ratio may increase, but may not decrease. If the ratio decreases, the Customer will have thirty (30) days to return the ratio equal to, or greater than, the level established upon subscription to this Contract Offer. The ratio, calculated monthly, is the Access Revenue divided by Access Revenue plus Wholesale Revenue. The ratio is calculated as follows:

$$\frac{\text{Access Revenue}}{\text{Access Revenue + Wholesale Revenue}}$$

(1) Access Revenue is the Customer's and its affiliates' interstate recurring billed revenue associated with the rate elements defined in Table A:

TABLE A:

Service	**General/Basic Description**
DS1 and DS3 Services	7.3.10, 20.1
[1]	[1]
[1]	[1]

(2) Wholesale Revenue is the Customer's and its affiliates' recurring billed revenue for associated rate elements, as defined in Table B, not included in the interstate tariff(s).

[1] See footnote (1) on page 41-708.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.80 Contract Offer No. 80 - DS1, DS3, and SONET Service Offer (Cont'd)

41.80.4 Terms and Conditions (Cont'd)

(Q) Access Service Ratio (Cont'd)

TABLE B:

Service Level	**Associated Rate Elements Not Included in Interstate Tariff**
DS1/LT1	**4-wire digital loop** **DS1 Entrance Facilities** **DS1 Interoffice Transport** **DS1 Cross Connects** **DS1 Multiplexing** **All DS1 non-tariffed Committed Information Rate Broadband Services**
DS3/LT3	**DS3 Loop** **DS3 Entrance Facilities** **DS3 Interoffice Transport** **DS3 Cross Connects** **DS1/DS3 Multiplexing** **All DS3 non-tariffed Committed Information Rate Broadband Services**
OC-3 **OC-12** **OC-48**	**OC-3 Entrance Facilities** **OC-3 Interoffice Transport** **OC-3 Cross Connects** **OC-3 Multiplexing** **OC-12 Entrance Facility** **OC-12 Interoffice Transport** **OC-12 Cross Connects** **OC-12 Multiplexing** **OC-48 Entrance Facilities** **OC-48 Interoffice Transport** **OC-48 Cross Connects** **OC-48 Multiplexing** **All OCN equivalent non-tariffed Committed Information Rate Broadband Service**
Other Transport Products	**Dark Fiber - Interoffice** **Dark Fiber - Loop** **Dark Fiber - Subloop** **Dark Fiber Cross Connects** **Unbundled Dedicated Transport**

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.80 Contract Offer No. 80 - DS1, DS3, and [1] Service Offer (Cont'd)

41.80.5 Minimum Annual Revenue Commitment (MARC)

(A) Establishment and Calculation of the MARC

Pursuant to this Contract Offer, the Customer must establish and maintain a Minimum Annual Revenue Commitment (MARC). The Customer's Year 1 MARC will be calculated and established thirty (30) days after the Customer has subscribed to this Contract Offer, and shall be the greater of: (i) $9.5 million, or (ii) the current monthly recurring revenue billed for DS1 and DS3 Services, and Identified UNEs to be converted to Special Access at the rates specified in this Contract Offer, in Section 41.80.7 (A) & (B), multiplied by twelve.

Example for MARC Establishment

At the time of the calculation, the Customer's actual monthly recurring billed revenue for Contributory Services, including Identified UNEs converted to discounted rates set forth in Section 41.80.7, is $833,333. The MARC for Year 1 would be $10,000,000, calculated as ($833,333 x 12).

Year 2 MARC Calculations

The Customer's Year 2 MARC will be equal to the MARC calculated for Year 1 of the Contract year. For example, if the MARC for Year 1 was $9.5 million, then the MARC for Year 2 will be $9.5 million.

MARC applicable to Extension of Contract Offer

If the Customer elects to extend this Contract Offer pursuant to Section 41.80.4(B)(1), the MARC applicable to the extended twelve (12) months of the Term Period will be calculated by multiplying the actual monthly recurring revenue from Contributory Services for the last three (3) months of Year 2 of the Term Period by four.

If the recalculated MARC is greater than the Year 2 MARC, the recalculated MARC shall apply as the MARC for the extended twelve (12) months of the Term Period. If the Year 2 MARC is greater than the recalculated MARC, the Year 2 MARC shall apply as the MARC for the extended twelve (12) months of the Term Period.

[1] See footnote (1) on page 41-708.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.80 Contract Offer No. 80 - DS1, DS3, and [1] Service Offer (Cont'd)

41.80.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(B) Calculations to Determine Achievement of the MARC

Achievement of the MARC shall be determined according to the recurring revenue from Contributory Services, as billed by the Telephone Company and/or AT&T affiliates and paid by the Customer. Recurring revenue from Contributory Services shall include Contributory Services to which the Customer subscribes as of the commencement of the Term Period, purchases of Contributory Services during the Term Period, and/or conversions of Identified UNES to special access Subject Services pursuant to Section 41.80.4(I). To be included in the Calculations to Determine Achievement of the MARC, all recurring revenue must be billed under the ACNAs provided by the Customer upon subscription to this Contract Offer.

(C) Quarterly True-up Process

At the close of each quarter of the Term Period, the Telephone Company will review the recurring revenue from Contributory Services to determine achievement of the MARC. Achievement of the prorated year-to-date MARC for each quarter will be calculated using the following percentages applied to the MARC for each Contract Year:

Quarter	% of MARC	Recurring Revenue to be Reviewed
1st Quarter	25%	1st Quarter of the Contract year
2nd Quarter	50%	1st two quarters of the Contract year
3rd Quarter	75%	1st three quarters of the Contract year
4th Quarter	100%	All four quarters of the Contract year

The 1st Quarter of Year 1 of this Contract Offer will begin on the first day of the month immediately following the Customer's subscription to this Contract Offer. Future quarters will begin every three months thereafter, for the remainder of the Term Period.

If, upon any quarterly calculation, the Customer's recurring revenue from Contributory Services is less than the applicable MARC, equally prorated on a quarterly basis to reflect the year-to-date MARC, the Customer must submit a true-up payment equal to the difference between the prorated year-to-date MARC and the recurring revenue from Contributory Services for the 1st Quarter of that contract year.

Any true-up payment(s) made by the Customer during a contract year will be included in Calculations to Determine Achievement of the MARC, as described in Section 41.80.5 (B), preceding, and in determining the amount of any applicable true-up payment.

[1] See footnote (1) on page 41-708.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.80 Contract Offer No. 80 - DS1, DS3, and [1] Service Offer (Cont'd)

41.80.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(C) Quarterly True-up Process (Cont'd)

Example of the 1st Quarter True-up:

The MARC for Year 1 is $10 million, and the recurring revenue for Contributory Services during the 1st Quarter is $2.3 million. In this example, the Customer must submit a true-up payment of $200,000, as calculated below:

1st Quarter Year-to-Date MARC($10 million x 25%)	$2,500,000
Recurring revenue for the 1st Quarter of the Contract Year	($2,300,000)
True-up Payment Due for the 1st Quarter	$200,00

Example of the 2nd Quarter True-up:

The MARC for Year 1 is $10 million, the total recurring revenue for Contributory Services during the first two quarters is $4 million, and the Customer submitted a true-up payment of $200,000 for the 1st Quarter. In this example, the Customer must submit a true-up payment of $800,000 for the 2nd Quarter, as calculated below:

2nd Quarter Year-to-Date MARC($10 million x 50%)	$5,000,000
Recurring revenue for the 1st and 2nd Quarters of the Contract Year	($4,000,000)
True-up payments submitted during the Contract Year	($200,000)
True-up Payment for the 2nd Quarter	$800,000

[1] See footnote (1) on page 41-708.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.80 Contract Offer No. 80 - DS1, DS3, and [1] Service Offer (Cont'd)

41.80.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(C) Quarterly True-up Process (Cont'd)

Example of the 3rd Quarter True-up:

The MARC for Year 1 is $10 million and total recurring revenue for the first three quarters is $6.5 million. The Customer submitted true-up payments during the Contract Year of $1,000,000. In this example, the Customer would have met the prorated year- to-date MARC as calculated below.

3rd Quarter Year-to-Date MARC ($10 million x 75%)	$7,500,000
Recurring revenue for the 1st, 2nd, and 3rd Quarters of the Contract Year	($6,500,000)
True-up payments submitted during the Contract Year	($1,000,000)
True-up Payment for the 3rd Quarter	$0

Example of the 4th Quarter True-up:

The MARC for Year 1 is $10 million and total recurring revenue for all four quarters is $9 million. The Customer submitted true-up payments during the Contract Year of $1,000,000. In this example, the Customer would have met the MARC for that Contract Year as calculated below.

4th Quarter Year-to-Date MARC ($10 million x 100%)	$10,000,000
Recurring revenue for the 1st, 2nd, 3rd, and 4th Quarters of the Contract Year	($9,000,000)
True-up payments submitted during the Contract Year	($1,000,000)
True-up Payment for the 4th Quarter	$0

If, at the end of each contract anniversary date, the Customer has exceed the MARC (actual revenue + true-up payments + carry-over revenue), and has made true-up payments during the contract year under review, the Telephone Company will provide a credit to the Customer for the amount that exceeds the MARC, but not greater than the total true-up payments submitted by the Customer in that contract anniversary year.

[1] See footnote (1) on page 41-708.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.80 Contract Offer No. 80 - DS1, DS3, and [1] Service Offer (Cont'd)

41.80.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(D) Carry-Over of Revenue Above the MARC

If, at the end of Year 1 of the Term Period, the Customer's total paid recurring revenue from Contributory Services has exceeded the Year 1 MARC (as calculated pursuant to Section 41.80.5 (A)), the Customer may, at its option, apply the amount above the Year 1 MARC to the Calculations to Determine Achievement of the MARC, described in Section 41.80.5 (B), during Year 2 of the Term Period. The amount of the carry-over may not exceed 20% of the MARC. If the Customer selects this option, recurring revenue carried over will be added to the recurring revenue from Contributory Services in the quarterly true-up calculations described in Section 41.80.5 (C).

The Customer must provide written notification to the Telephone Company at least ninety (90) days prior to the end of Year 1 of the Term Period if the Customer elects to exercise the carry-over option. If the Telephone Company does not receive written notification at least ninety 90 days prior to the end of Year 1 of the Term Period, the Customer may not elect to exercise the carry-over option described in this Section. The Customer may not exercise this option if it extends the Term Period pursuant to 41.80.4 (B).

[1] See footnote (1) on page 41-708.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.80 Contract Offer No. 80 - DS1, DS3, and [1] Service Offer (Cont'd)

41.80.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(D) (Carry-Over of Revenue Above the MARC (Cont'd)

Example of Carry-Over of Revenue Above the MARC:

Example of the 1st Quarter True-up in Year 2 with Carry-Over Option

The MARC for Year 2 is $10 million, and the recurring revenue from Contributory Services during the 1st Quarter of Year 2 is $2.3 million. The Customer exceeded the Year 1 MARC by $2 million and selected the carry-over option. In this example, a true-up payment is not required as calculated below because the Customer's recurring revenue, in addition to the carry-over revenue, exceeds the 1st Quarter MARC requirement.

1st Quarter Year-to-Date MARC ($10 million x 25%)	$2,500,000
Recurring revenue for the 1st Quarter of the Year 2	($2,300,000)
Carry-Over Revenue from Year 1	($2,000,000)
True-up Payment Due for the 1st Quarter	N/A

Example of the 2nd Quarter True-up in Year 2 with Carry-Over Option

The MARC for Year 2 is $10 million, and the recurring revenue for Contributory Services during the first two quarters is $4 million. The Customer exceeded the Year 1 MARC by $2 million and selected the carry-over option. In this example, a true-up payment is not required because the Customer's recurring revenue, in addition to the carry-over revenue, exceeds the 2nd Quarter MARC requirement, as calculated below:

2nd Quarter Year-to-Date MARC ($10 million x 50%)	$5,000,000
Recurring revenue for the 1st and 2nd Quarters of the Contract Year	($4,000,000)
Carry-Over Revenue from Year 1	($2,000,000)
True-up Payment for the 2nd Quarter	N/A

[1] See footnote (1) on page 41-708.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.80 Contract Offer No. 80 - DS1, DS3, and [1] Service Offer (Cont'd)

41.80.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)

(E) Failure to Achieve the MARC

If, in any quarter, the Customer does not meet the pro-rated year- to-date MARC based on the Calculations to Determine Achievement of the MARC, any discounts or credits due, as described in Sections 41.80.6 or 41.80.7, will be withheld until the Customer submits a true-up payment as required by Section 41.80.5(C)

41.80.6 Portability

The Telephone Company shall waive otherwise applicable termination liability charges for moves and/or disconnects of Subject Services, provided that the Customer complies with the conditions set forth below. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for those charges on a quarterly basis.

(A) The Customer must be in compliance with all Terms and Conditions of this Contract Offer.

(B) DS1 Services

For any DS1 services to be eligible for portability, the Customer must have been in service pursuant to the DS1 Term Payment Plan (TPP) High Capacity Service Portability Commitment plan described in Tariff F.C.C. No. 73, Section 7.2.22 (E).

If the Customer does not elect to extend the Term Period, pursuant to 41.80.4 (B) (1), the Customer will be credited any early termination liability charges assessed pursuant to Tariff F.C.C. No. 73, Section 7.2.22 (E) (3) (e), provided the Customer has maintained the TPP Portability Commitment for at least two (2) years.

(C) DS3 Services

For any DS3 services to be eligible for portability, the service must have been in service pursuant to this Contract Offer for at least one (1) year.

(D) [1] Services

For any [1] and [1] to be eligible for portability, the service must have been in service pursuant to this Contract Offer for at least two (2) years.

[1] See footnote (1) on page 41-708.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.80 Contract Offer No. 80 - DS1, DS3, and [1] Service Offer (Cont'd)

41.80.7 Rates and Discounts

(A) The Customer must pay the following Monthly Recurring Charges (MRCs) for DS1 services provided under this Contract Offer:

DS1 Rates	USOC		24 month term period (MRCs)
Channel Termination	TMECS	Per Point of Termination	$112.00
Interoffice Transport - Fixed	1L5XX	Per Point of Termination	$34.00
Interoffice Transport - per Mile	1L5XX	Per Mile	$10.00
DS1 to DS0/Base Rate Multiplexer	MQ1	Per Arrangement	$260.00

(B) The Customer must pay the following MRCs for DS3 services provided under this Contract Offer:

DS3 Rates	USOC		24 month term period (MRCs)
Channel Termination	TUZPX	Per Point of Termination	$1,250.00
Interoffice Mileage - Fixed	10XHX/ 10X1X	Per Point of Termination	$450.00
Interoffice Mileage - per Mile	1J5HS/ 1HXLS	Per Mile	$45.00
DS3 to DS1 Multiplexer	MKM	Per Arrangement	$525.00

(C) [1] and [1] discount:

The Customer will receive a 15% discount for any [1] or [1] services purchased pursuant to Section 41.80.4(H)(ii). The discount will be applied to the recurring revenue billed by the Telephone Company and paid by the Customer for [1] and [1] services during each quarter of the Term Period, as long as the Customer complies with all Terms and Conditions of this Contract Offer.

[1] See footnote (1) on page 41-708.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.80 Contract Offer No. 80 - DS1, DS3, and [1] Service Offer (Cont'd)

41.80.7 Rates and Discounts (Cont'd)

(D) Non-Recurring Charges

The Telephone Company will waive installation Non-Recurring Charges (NRCs) associated with the conversion of DS1, DS3, and [1] services purchased under this Contract Offer. Installation NRCs will also be waived for new DS1 and DS3 channel terminations purchased pursuant to 41.80.4(H). In the event installation NRCs are charged, the Telephone Company will credit these charges quarterly. Access Order, Special Construction, Expedite, and Additional Labor charges will apply where applicable.

41.80.8 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 80 pursuant to F.C.C. No. 73, Section 2.2.1, the Telephone Company will acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 73, Section 2.2.1, provided that the proposed assignee or transferee commits, in writing, within ninety (90) days of the proposed assignment and transfer, to fulfill the Customer's MARC obligation under this Contract Offer, unless: (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent company 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 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 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 "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

[1] See footnote (1) on page 41-708.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.8 Contract Offer No. 80 - DS1, DS3, and [1] Service Offer (Cont'd)

41.80.9 Mergers and Acquisitions

The Terms and Conditions of Contract Offer No. 80 shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain 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). During or after the merger or acquisition, if the other company involved in the merger or acquisition also purchases Contributory Services from the Telephone Company, either directly or through any affiliates, then billed, recurring revenue for Contributory Services of the other company involved in the merger or acquisition will not be eligible for inclusion under this Contract Offer. Subject Services from the other company involved in the merger or acquisition will not be eligible for portability set forth in Section 41.80.6, or the discounted rates set forth in Section 41.80.7

41.80.10 Termination Liability

Termination liability, as described below, applies in lieu of the termination liability language contained in SWBT Tariff F.C.C. No. 73, Section 7.2.22 (G), 20.4.6, [1], [1], and [1].

(A) Contract Termination Liability Charge

If the Customer terminates this Contract Offer before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. If the Customer elects to terminate this Contract Offer, the Customer must provide written notification to the Telephone Company within ninety (90) days of the planned Contract termination date.

Termination liability charges will also apply if the Customer is not in compliance with any of the Terms and Conditions of this Contract Offer. These termination liability charges shall become due as of the effective date of the termination of the contract, and are payable as described.

The Customer's termination liability charge shall be equal to:

(1) 100% of all discounts or credits provided under Contract Offer No. 80 for the twelve (12) months immediately prior to the date of termination, plus
(2) 25% of the MARC prorated for each month remaining in the Contract Term Period.

[1] See footnote (1) on page 41-708.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.80 Contract Offer No. 80 - DS1, DS3, and [1] Service Offer (Cont'd)

41.80.10 Termination Liability (Cont'd)

(A) Contract Termination Liability Charge (Cont'd)

For example, if the Customer's MARC is $9.5M and the Customer terminates this Contract Offer with ten (10) months remaining in the Contract Offer, the Customer will be assessed Contract termination liability charges of $2.5M ($9.5M / 12 months X 25% X 10 remaining months)

Additionally, upon termination of this Contract Offer, DS1 and DS3 Services provided under this Contract Offer will revert to the prevailing monthly extension rates for the services, unless the Customer terminates the service. Tariff section references for rates and charges for all DS1 and DS3 Services are listed in Section 41.80.2 (A).

(B) Service Termination Liability Charge

If the Customer disconnects a service provided under this Contract Offer before the completion of the Service Term and prior to the expiration of the Term Period, and the Terms and Conditions as provided under Section 41.80.4 for portability have not been met, or are not applicable, termination liability charges will apply and are payable as described below.

50% of all recurring charges for the balance of the Customer's Service Term during the Term Period. The termination liability charge will be calculated as follows:

(Monthly Recurring Charge (MRC)) multiplied by (Months remaining in the Service Term) multiplied by (termination liability percentage of 50%)

Example: Customer with a $1,000 MRC terminates service after twelve (12) months and has twelve (12) months, remaining in a twenty-four (24) month Service Term Period. The termination liability would be calculated as: $1,000 X 12 X 50% = $6,000 service termination liability charge.

[1] See footnote (1) on page 41-708.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.81 Contract Offer No. 81 – [1] Service Offer

41.81.1 General Description

The [1] Service Offer (Contract Offer No. 81) is an access discount plan that requires Customers to purchase [1] Services upon subscription to the Contract Offer. This Contract Offer is available to any customer that will purchase five (5) [1] and one (1) [1] in the Metropolitan Statistical Areas (MSAs) listed in Section 41.81.3. To receive discounts under this Contract Offer, the Customer must meet the Eligibility Criteria described in Section 41.81.3, and must comply with all Terms and Conditions of this Contract Offer.

Contract Offer No. 81 will be available for subscription only from June 1, 2006 through July 1, 2006.

41.81.2 Subject Services

Discounted rates and portability provided under Contract Offer No. 81 apply to pricing-flexibility-qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

Subject Service	**Description /Rate Regulation**	**Phase I MSA Rates and Charges**	**Phase II MSA Rates and Charges**
MegaLink Customer (DS3) Service	20.1, 20.4	20.5	39.5.2.12
[1]	[1]	[1]	[1]
[1]	[1]	[1]	[1]

Each Subject Service shall be provided according to the rates, terms and conditions of the otherwise applicable tariff, except as expressly provided by this Contract Offer. If any provisions of this Contract Offer conflict with the otherwise applicable tariff, the rates, Terms and Conditions of this Contract Offer shall prevail.

[1] Material previously contained in this section has been deleted. DSRS and OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 81 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

41. Pricing Flexibility Contract Offerings

41.81 Contract Offer No. 81 – [1] Service Offer (Cont'd)

41.81.3 Eligibility Criteria

The following Eligibility Criteria must be met to subscribe to Contract Offer No. 81:

(A) Contract Offer No. 81 is available only for services located in the following Metropolitan Statistical Areas (MSAs):

Kansas City, KS; Kansas City and St. Louis, MO; and Dallas–Fort Worth, and Houston, TX.

41.81.4 Terms and Conditions

(A) Subscription

To subscribe to this Contract Offer, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company, which must be submitted during the contract availability period.

(B) Term Periods

(1) Contract Term

The term of this Contract Offer (Term Period) shall be no longer than forty-two (42) months, commencing on the date billing begins for the first [1], and ending thirty-six (36) months from the date billing begins on the last [1]. Rates detailed in Section 41.81.6 are only available to services provided under this Contract Offer during the Term Period.

Upon the expiration of the Term Period, the Customer must select from term payment options as set forth in Tariff F.C.C. No. 73, Sections [1] and [1] for Phase I MSAs, and Sections [1] and [1] for Phase II MSAs, or cancel the Subject Services. If the Customer does not select a term payment plan or cancel the Subject Services, services will be converted to the prevailing monthly extension rates, as set forth in F.C.C. No. 73, Sections [1] and [1] for Phase I MSAs, and Sections [1] and [1] for Phase II MSAs.

[1] See footnote (1) on page 41-730.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.81 Contract Offer No. 81 - [1] Service Offer (Cont'd)

41.81.4 Terms and Conditions (Cont'd)

(B) Term Periods (Cont'd)

(2) Service Term

The Service Term for Subject Services provided under this Contract Offer is as follows:

(a) DS3 services provided under this Contract Offer shall have a Service Term of twenty-four (24) months commencing the date billing for each service begins. Prior to the expiration of the twenty-four (24) month Service Term, the Customer will have the option to extend the Service Term for twelve (12) months. The Customer must submit written notification that it elects to extend the Service Term no later than ninety (90) days prior to the expiration of the twenty-four (24) month Service Term and, must submit Access Service Orders (ASRs) to extend the Service Term for each DS3 service. Upon the expiration of the Term Period, if a DS3 service has not completed its Service Term, discounted rates will no longer apply and the Customer must select from term payment options pursuant to Section 41.81.4 (B)(1).

(b) For [1] and [1] provided under this Contract Offer, the Service Term shall be thirty-six (36) months, commencing on the date billing for each service begins.

(C) Rate Stability

Rate stability during the Term Period applies only to the rates specific to Contract Offer No. 81 listed in Section 41.81.6. Subject Services are also subject to certain rates, charges, and general terms and conditions in other sections of F.C.C. Tariff No. 73, as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, 13-Additional Engineering, Additional Labor & Miscellaneous Services, 20-MegaLink Customer Services, [1] - [1], and [1] - [1] service. Such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. Such tariff modifications will not change the Terms and Conditions described in this Contract Offer.

(D) Contract Termination

If the Customer terminates this Contract Offer during the Term Period, termination liability charges will apply in accordance with Section 41.81.9 (B).

[1] See footnote (1) on page 41-730.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.81 Contract Offer No. 81 - [1] Service Offer (Cont'd)

41.81.4 Terms and Conditions (Cont'd)

(E) Service Termination

If the Customer terminates one or more Subject Service(s) provided under this Contract Offer during the Term Period, and the Subject Service is not eligible for waiver of termination liability charges pursuant to the portability provisions set forth in Section 41.81.5, termination liability charges will apply in accordance with Section 41.81.9 (B).

(F) The Customer may not combine this Contract Offer with any promotional or discount offer. The Customer may use revenue from this Contract Offer to contribute to revenue commitments provided under Contract Offer No. 80. The Customer may not combine discounts provided in Contract Offer No. 80 and this Contract Offer.

(G) The Customer must purchase the following services at the rates provided in Section 41.81.6 under this Contract Offer:

(i) five (5) new [1] Services, and
(ii) one (1) new [1] Service.

Access Service Orders (ASRs) must be submitted for these services within thirty (30) days of subscribing to this Contract Offer. All services must be fully installed, and billing must commence on these services within 120 days of subscription to this Contract Offer, provided the Telephone Company has made facilities available.

(H) The Customer may purchase a maximum of 252 DS3 Services under this Contract Offer at the rates detailed in Section 41.81.6 (A).

(I) DS3 services purchased under this Contract Offer must be new services not previously provided by the Telephone Company.

(J) The Customer must pay billed charges in full during the Term Period. If the Customer fails to remain current on payment of all billed charges, the Customer will have thirty (30) business days from receipt of the written notice from the Telephone Company to comply. If the Customer does not comply, the Telephone Company shall have the right to terminate the Customer's subscription to this Contract Offer. In the event of termination by the Telephone Company, termination liability charges, as set forth in Section 41.81.9, will apply. Credits will not be issued until the Customer has paid all billed charges.

[1] See footnote (1) on page 41-730.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.81 Contract Offer No. 81 - [1] Service Offer (Cont'd)

41.81.4 Terms and Conditions (Cont'd)

(K) Commingling, as defined in Tariff F.C.C. No. 73, Section 2.7, is permitted for DS3 services only to the extent commingling is otherwise permitted by Tariff F.C.C. No. 73, Section 5.2.1.

The Customer may not otherwise commingle Subject Services provided under this Contract Offer.

41.81.5 Portability

The Telephone Company shall waive otherwise applicable termination liability charges for moves and/or disconnects of DS3 and [1] Subject Services, provided that the Customer complies with the conditions set forth below. In the event that termination liability charges for any such moves and/or disconnections are billed by the Telephone Company, the Customer will receive credits for those charges on a quarterly basis.

(A) The Customer must be in compliance with all Terms and Conditions set forth in Section 41.81.4.

(B) Eligible DS3 services must have completed its twenty-four (24) months Service Term under this Contract Offer.

(C) Eligible [1] or [1] must have completed its thirty-six (36) month Service Term under this Contract Offer.

[1] See footnote (1) on page 41-730.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.81 Contract Offer No. 81 – [1] Service Offer (Cont'd)

41.81.6 Rates and Discounts

(A) The Customer must pay the following Monthly Recurring Charges (MRCs) for DS3 sub-tending services provided under this Contract Offer in the MSAs noted in Section 41.81.3 (A):

Configuration	**USOCs**	**Qty**	**MRC per**
1 DS3 to DS1 Multiplexer	MKM	1	$500.00
1 DS3 to DS1 multiplexer 1 Interoffice fixed mile 1-5 Interoffice variable miles	MKM 10XHX /10XLX 1J5HS / 1HXLS	1 1 1-5	$935.00
1 DS3 to DS1 multiplexer 1 Interoffice fixed mile 6-10 Interoffice variable miles	MKM 10XHX /10XLX 1J5HS / 1HXLS	1 1 6-10	$1026.84
1 DS3 to DS1 multiplexer 1 Interoffice fixed mile 11-15 Interoffice variable miles	MKM 10XHX /10XLX 1J5HS / 1HXLS	1 1 11-15	$1222.94
1 DS3 to DS1 multiplexer 1 Interoffice fixed mile 16-31 Interoffice variable miles	MKM 10XHX /10XLX 1J5HS / 1HXLS	1 1 16-31	$1662.94
1 Channel Termination	TUZPX	1	$900.00
1 Channel Termination 1 Interoffice fixed mile 6-10 Interoffice variable miles	TUZPX 10XHX /10XLX 1J5HS / 1HXLS	1 1 6-10	$1360.00
1 Interoffice fixed mile 1-10 Interoffice variable miles	10XHX /10XLX 1J5HS / 1HXLS	1 1-10	$700.00
1 Interoffice fixed mile 145 Interoffice variable miles	10XHX /10XLX 1J5HS / 1HXLS	1 145	$5462.94

(B) The Customer must pay the following MRC for [1] sub-tending services provided under this Contract Offer in the Dallas MSA: [1]

[1] **Rates**	**USOC**		**Qty**
[1]	[1]	[1]	[1]
[1]	[1]	[1]	[1]

[1] See footnote (1) on page 41-730.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.81 Contract Offer No. 81 – [1] Service Offer (Cont'd)

41.81.6 Rates and Discounts (Cont'd)

(C) The Customer must pay the following MRC for [1] services provided under this Contract Offer in the Dallas MSA: [1]

[1]	USOC		Qty
[1]	[1]	[1]	[1]
[1]	[1]	[1]	[1]

(D) The Customer must pay the following MRC for [1] services provided under this Contract Offer in the Houston MSA: [1]

[1]	USOC		Qty
[1]	[1]	[1]	[1]
[1]	[1]	[1]	[1]

(E) The Customer must pay the following (MRC) for [1] Services provided under this Contract Offer in the Kansas City, KS and Kansas City, MO MSA: [1]

[1] Rates	USOC		Qty
[1]	[1]	[1]	[1]
[1]	[1]	[1]	[1]
[1]	[1]	[1]	[1]
[1]	[1]	[1]	[1]

[1] See footnote (1) on page 41-730.

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41. Pricing Flexibility Contract Offerings

41.81 Contract Offer No. 81 - [1] Service Offer (Cont'd)

41.81.6 Rates and Discounts (Cont'd)

(F) The Customer must pay the following MRCs for [1] Services provided under this Contract Offer in the Dallas, TX MSA: [1]

[1] Rates	USOC		Qty
[1]	[1]	[1]	[1]
[1]	[1]	[1]	[1]
[1]	[1]	[1]	[1]
[1]	[1]	[1]	[1]
[1]	[1]	[1]	[1]
[1]	[1]	[1]	[1]

(G) The Customer must pay the following Monthly Recurring Charges (MRCs) for [1] Services provided under this Contract Offer in the Houston, TX MSA: [1]

[1] Rates	USOC		Qty
[1]	[1]	[1]	[1]
[1]	[1]	[1]	[1]
[1]	[1]	[1]	[1]
[1]	[1]	[1]	[1]
[1]	[1]	[1]	[1]

[1] See footnote (1) on page 41-730.

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41. Pricing Flexibility Contract Offerings

41.81 Contract Offer No. 81 – [1] Service Offer (Cont'd)

41.81.6 Rates and Discounts (Cont'd)

(H) The Customer must pay the following MRC for [1] Services provided under this Contract Offer in the Kansas City, KS and Kansas City, MO MSA: [1]

[1] **Rates**	**USOC**		**Qty**
(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)

(I) The Customer must pay the following MRCs for [1] Services provided under this Contract Offer in the St. Louis, MO MSA: [1]

[1] **Rates**	**USOC**		**Qty**
(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)

[1] See footnote (1) on page 41-730.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.81 Contract Offer No. 81 - [1] Service Offer (Cont'd)

41.81.6 Rates and Discounts (Cont'd)

(J) The Customer must pay the following Monthly Recurring Charges (MRCs) for [1] Services provided under this Contract Offer in the St. Louis, MO MSA: [1]

[1] **Rates**	**USOC**		**Qty**
[1]	[1]	[1]	[1]
[1]	[1]	[1]	[1]
[1]	[1]	[1]	[1]
[1]	[1]	[1]	[1]

(K) Non-Recurring Charges

The Telephone Company will waive installation Non-Recurring Charges (NRCs) for DS3, [1], [1], [1] and [1]. In the event installation NRCs are charged, the Telephone Company will credit these charges quarterly. Access Order, Special Construction, Expedite, and Additional Labor charges will apply, where applicable.

41.81.7 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer No. 81 pursuant to F.C.C. No. 73, Section 2.2.1, the Telephone Company will acknowledge such transfer or assignment pursuant to the terms of F.C.C. No. 73, Section 2.2.1, provided that the proposed assignee or transferee commits, in writing, within ninety (90) days of the proposed assignment and transfer, to fulfill the Customer's MARC obligation under this Contract Offer, unless (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent company 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 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.

[1] See footnote (1) on page 41-730.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.81 Contract Offer No. 81 - [1] Service Offer (Cont'd)

41.81.7 Assignment and Transfer (Cont'd)

(B) The proposed assignee or transferee 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 "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

41.81.8 Mergers and Acquisitions

The Terms and Conditions of Contract Offer No. 81 shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or certain 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). During or after the merger or acquisition, if the other company involved in the merger or acquisition also purchases Contributory Services from the Telephone Company, either directly or through any affiliates, then billed, recurring revenue for Contributory Services of the other company involved in the merger or acquisition will not be eligible for inclusion under this Contract Offer. Subject Services from the other company involved in the merger or acquisition will not be eligible for portability set forth in Section 41.81.5, or the discounted rates set forth in Section 41.81.6.

[1] See footnote (1) on page 41-730.

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41. Pricing Flexibility Contract Offerings

41.81 Contract Offer No. 81 - [1] Service Offer (Cont'd)

41.81.9 Termination Liability

Termination liability, as described below, applies in lieu of the termination liability language contained in SWBT Tariff F.C.C. No. 73, Sections 20.4.6, [1], and [1].

(A) Contract Termination

If the Customer terminates this Contract Offer before the expiration of the Term Period, Service Termination Liability Charges will apply for each service under this Contract Offer, provided the service has not completed its Service Term. If the service has completed its Service Term under this Contract Offer, termination liability charges will not apply.

(B) Service Termination

If the Customer disconnects one or more services provided under this Contract Offer before the completion of the Term Period, and the service has not completed its Service Term, termination liability charges will apply and are payable as described below.

Service Termination Liability Charges Example

50% of all Monthly Recurring Charges for the balance of the Customer's Service Term. The termination liability charge will be calculated as follows:

(Monthly Recurring Charge (MRC)) multiplied by (Months remaining in the Service Term) multiplied by (termination liability percentage of 50%)

Example: Customer with a $20,000 MRC terminates service after twenty-four (24) months, and has twelve (12) months remaining in a thirty-six (36) month Service Term Period. The termination liability would be calculated as: ($20,000 X 12) X 50% = $120,000 Service Termination Liability Charge.

[1] See footnote (1) on page 41-730.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer

41.82.1 General Description

Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Contract Offer No. 82) is an access discount plan that provides Customers with Incentive Discounts and Portability Incentives (as defined in Section 41.82.4) in accordance with the Terms and Conditions as set forth in Section 41.82.3

41.82.2 Services Available For WAMS-VIP Offer

(A) Contract Offer No. 82 applies to qualified access services contained in Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73 (Qualified Access Services), listed in Table A, below:

Table A

Service	General Basic Description	Rates and Charges	
MegaLink Data Services	7.3.9	7.3.9(F)	39.5.2.6
High Capacity Service	7.3.10	7.3.10(F)	39.5.2.7
Self-Healing Transport Network (STN)	19.1	19.4	39.5.2.11
MegaLink Custom Service	20.1	20.5	39.5.2.12
(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)
Broadband Circuit Service (BCS)	35.1	35.3	39.5.2.14
(1)	(1)	(1)	(1)
ReliaNet Service	31.3	31.3.3	39.5.2.13
(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)

(B) When additional Qualified Access Services are added to the services available under SWBT Tariff F.C.C. No. 73, all billed, recurring revenues for such additional Qualified Access Services will be added to this Contract Offer No. 82 for the purposes of calculating the Incentive Discounts and Portability Incentives included in this Contract Offer No. 82.

(C) All terms and conditions for the Qualified Access Services are governed by the respective tariff sections, except as noted in this Contract Offer No. 82.

(1) Material previously contained in this section has been deleted. DSRS, GigaMAN, MON, and OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 82 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.3 WAMS-VIP Offer Terms and Conditions

The following Terms and Conditions apply to this Contract Offer No. 82:

(A) Eligibility Criteria

(1) The Qualified Access 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);

(2) The Customer must have billed recurring revenues for Qualified Access Services to establish a Baseline Minimum Annual Revenue Commitment of $79,932,000 (Baseline MARC) for Qualified Access Services, which includes a Baseline SONET Minimum Annual Revenue Commitment (Baseline SONET MARC) of $45,334,000 for SONET Services and does not include any billed recurring revenues for Qualified Access Services that are part of the Customers MVP commitment;

(3) Incentive Discounts earned by the Customer under this Contract Offer No. 82 shall be applied in the form of a credit to the Customer's bill(s) for Qualified Access Services, located in the following Metropolitan Statistical Areas (MSAs) where the Telephone Company has been granted pricing flexibility as listed in SWBT Tariff F.C.C. No. 73, Section 21:

Fayetteville-Springdale, Fort Smith, Little Rock and Memphis, Arkansas; Kansas City, Topeka, Wichita, and Non MSA, Kansas; Kansas City, Springfield, Joplin, St. Joseph, St. Louis, and Non-MSA, Missouri; Lawton, Oklahoma City and Tulsa, Oklahoma; Abilene, Amarillo, Austin/San Marcos, Beaumont, Brownsville/Harlingen, Corpus Christi, Dallas/Fort Worth, El Paso, Houston, Longview/Marshall, Lubbock, McAllen/Edinburg, Midland, San Antonio, Tyler, Waco and Wichita Falls, Texas;

(4) All traffic on the Qualified Access Service(s) must originate or terminate on a wireless carrier's network; and

(5) The Customer must have a minimum MVP revenue MARC of $34,981,000.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.3 WAMS-VIP Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Revenue commitments are based on billed, recurring charges for the Qualified Access Services, and specifically excludes any non-recurring charges and Incentive Discounts earned under this Contract Offer No. 82;

(2) The Customer must maintain a Baseline Minimum Annual Revenue Commitment of $79,932,000 (Baseline MARC) for Qualified Access Services, which includes a Baseline SONET Minimum Annual Revenue Commitment of $45,334,000 for SONET Services (Baseline SONET MARC);

(3) Contract Offer No. 82 Incentive Discounts and Portability Incentives are in addition to, and do not alter, any of the existing service discount/term plans available in the Telephone Company's respective tariffs, except that billed, recurring revenues that are discounted under this Contract Offer No. 82 are not eligible under the Managed Value Plan (MVP) offered in SWBT Tariff F.C.C. No. 73, Section 38, nor are billed, recurring revenues under MVP eligible for discounts under this Contract Offer No. 82;

(4) The Customer can convert one hundred percent (100%) of their billed, recurring revenues that are discounted under MVP to Contract Offer No. 82 according to the provisions set forth in Section 41.82.4;

(5) Current WAMS-VIP Customers, subscribing to SWBT Tariff F.C.C. No. 73, Section 41.22, can terminate their current Contract Offer No 22 and subscribe to this Contract Offer No. 82 without incurring termination liability charges, provided all Terms and Conditions of this Contract Offer are met;

(6) The Telephone Company reserves the right to change rates for Qualified Access Services included under Contract Offer No. 82, but in the event of such rate modifications, no change will be made to the Baseline MARC or the Baseline SONET MARC;

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.3 WAMS-VIP Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(7) Qualified Access Services are subject to certain rates, charges and general terms and conditions in other sections of SWBT Tariff F.C.C. Tariff No. 73 (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services), and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. however, such tariff modifications will not change the Terms and Conditions described in Contract Offer No. 82;

(8) This Contract Offer No. 82 is available June 7, 2006 through July 7, 2006;

(9) The Customer must meet the criteria described for in Incentive Discounts and Portability Incentives, as provided in Section 41.82.4; and

(10) To subscribe to Contract Offer No. 82, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company. The LOS shall contain the effective date ("Effective Date") and the Access Customer's Name Abbreviation(s) (ACNA), and must be signed by the Customer and the Telephone Company's representative.

(C) Term Period

The contract term (Term Period) is eighty-four (84) months commencing on the Effective Date. Each twelve (12) month period beginning with the Effective Date shall be a Term Year. At the end of the Term Period, the Incentive Discounts and Portability Incentives provided in this Contract Offer No. 82 shall be discontinued. This offer is not renewable.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.4 WAMS-VIP Offer Incentive Discounts

The Customer will be eligible for the following Incentive Discounts and/or Portability Incentives (collectively "Incentives") under this Contract Offer No. 82 during each of the Term Years:

Incentive Discount Commitment Credit (IDCC),
Incentive Discount Achievement Credit (IDAC),
Incentive Discount for SONET Services (SONET-ID),
Incentive Discount for WinBack Services (WinBack Incentive), and
Portability Incentive for DS1s and DS3s (Portability Incentive).

(A) Incentive Discount Commitment

In order to qualify for the IDCC, IDAC, SONET-ID and Portability Incentives, the Customer must maintain the "Incentive Discount Commitment" (IDC):

(1) Establishment of the IDC

(a) For Term Year One, the Customer's IDC will equal the Baseline MARC of $79,932,000.

(b) For Term Years Two through Seven the Customer's IDC will be the greater of:

(i) The Achieved Revenue Amount, as defined in Section 41.82.5, from the previous Term Year;

(ii) The IDC from the previous Term Year; or

(iii) The sum of the Achieved Revenue Amount from the previous Term Year plus the Shortfall IDAC Payment, when the Customer makes a Shortfall IDAC Payment, as defined in Section 41.82.4(C)(1)(e).

(2) Application of Incentive Discount Commitment
If, during the Annual True-Up, as defined in Section 41.82.5 (A), the Customer's Achieved Revenue Amount meets or exceeds the IDC, the Telephone Company will apply the IDCC, IDAC, SONET-ID and Portability Incentives for the following Term Year, provided the criteria in Section 41.82.4(B),(C),(D) and (F), respectively, are met.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(A) Incentive Discount Commitment (Cont'd)

(2) Application of Incentive Discount Commitment (Cont'd)

Example: In Term Year One, the Customer's Achieved Revenue Amount, determined by the Annual True-Up, equals $90,000,000 and the IDC is $79,932,000. Since the Achieved Revenue Amount exceeds the IDC, the Telephone Company would apply the IDCC, IDAC, SONET-ID and Portability Incentives in Term Year Two, based on the Customer's IDC for Term Year Two of $90,000,000.

(3) Notwithstanding the above, Incentives shall not be applied unless and until the Customer is current in paying (or properly disputing) all invoices submitted for payment by the Telephone Company for billed, recurring Qualified Access Services in accordance with SWBT Tariff F.C.C. No. 73, Section 2.

(B) Incentive Discount Commitment Credit for Qualified Access Services

For each Term Year, the Customer will be eligible for an "Incentive Discount Commitment Credit" (IDCC) according to Table B, as per sub-section (1) on the following page.

Table B

IDC- Level	IDC Ranges			IDCC
1	$ 79,932,000	up to	$ 87,924,999	$ 879,000
2	$ 87,925,000	up to	$ 96,717,999	$ 1,209,000
3	$ 96,718,000	up to	$ 103,971,999	$ 1,560,000
4	$ 103,972,000	up to	$ 111,769,999	$ 1,956,000
5	$ 111,770,000	up to	$ 120,151,999	$ 2,403,000
6	$ 120,152,000	up to	$ 129,163,999	$ 2,906,000
7	$ 129,164,000	up to	$ 135,621,999	$ 3,391,000
8	$ 135,622,000	up to	$ 142,402,999	$ 3,916,000
9	$ 142,403,000	up to	$ 149,522,999	$ 4,486,000
10	$ 149,523,000	up to	$ 156,999,999	$ 5,102,000
11	$ 157,000,000	up to	$ 160,924,999	$ 5,632,000
12	$ 160,925,000	up to	$ 164,947,999	$ 6,186,000
13	$ 164,948,000	up to	& Higher	$ 8,247,000

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(B) Incentive Discount Commitment Credit for Qualified Access Services (Cont'd)

(1) Application of Incentive Discount Commitment Credit

(a) The Telephone Company will apply the IDCC to the Customer's bill(s) for Qualified Access Services in those Term Years for which the Customer qualifies for the IDCC per Section 41.82.4 (A), as follows:

(i) One-quarter of the IDCC will be applied thirty (30) days in arrears from the end of the First, Second and Third quarters of the Term Year, based on the IDCC determined under Section 41.82.4(B)(1)(b) and 41.82.4(B)(1)(c), below; and

(ii) One-quarter of the IDCC will be applied sixty (60) days in arrears from the end of the Fourth Quarter of the Term Year, as per the Annual True-Up described in Section 41.82.5.

(b) The IDCC applied during the first three (3) quarters of Term Year One shall be based upon IDC-Level 1.

(c) The IDCC applied during the first three (3) quarters for Term Years Two through Seven will be based upon the IDC-Level attained using the IDC established in Section 41.82.4 (A).

(C) Incentive Discount Achievement Credit for Qualified Access Service

For each Term Year, the Customer will be eligible for an Incentive Discount Achievement Credit (IDAC) according to Table C, below.

Table C

IDAC Level	IDAC Range			IDAC
1	$79,932,000	up to	$96,717,999	$ 14,507,800
2	$96,718,000	up to	$111,769,999	$ 17,675,000
3	$111,770,000	up to	$129,163,999	$ 21,027,000
4	$129,164,000	up to	$142,402,999	$ 24,412,000
5	$142,403,000	up to	$156,999,999	$ 26,914,000
6	$157,000,000	up to	$164,947,999	$ 28,966,000
7	$164,948,000	up to	& Higher	$ 29,691,000

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.80 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Achievement Credit for Qualified Access Service (Cont'd)

(1) Application of Incentive Discount Achievement Credit

(a) The Telephone Company will apply the IDAC to the Customer's bill(s) for Qualified Access Services in those Term Years for which the Customer qualifies for the IDAC per Section 41.82.4(A), as follows:

(i) Half of the IDAC will be applied thirty (30) days in arrears from the end of the First Quarter of the Term Year, and the remaining half of the IDAC will be applied thirty (30) days in arrears from the end of the Second Quarter of the Term Year.

(b) The IDAC applied during the First and Second Quarters of Term Year One shall be based upon IDAC-Level 1.

(c) The IDAC applied during the First and Second Quarters for Term Years Two through Seven will be based upon the IDAC-Level attained using the IDC as established in Section 41.82.4 (A).

(d) The IDAC corresponding to each IDAC-Level will be credited to the Customer as provided below:

(i) The IDAC corresponding to IDAC-Level 1 will be available to the Customer only once during the Term Period;

(ii) The IDAC corresponding to IDAC-Levels 2 through 7 will each be credited to the Customer only once during the Term Period, except when the Customer skips an IDAC-Level from one Term Year to the next Term Year;

(iii) If the Customer has skipped one (1) or more IDAC-Levels from one (1) Term Year to the next Term Year, the Customer will be eligible to receive the IDAC corresponding to the higher IDAC-Level more than once, provided that the Achieved Revenue Amount in the following Term Year remains within the IDAC Range of the higher IDAC-Level;

(iv) The number of times the Customer will be eligible for an IDAC corresponding to a given IDAC-Level shall be equal to the initial application of the IDAC plus the number of skipped IDAC-Levels;

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Achievement Credit for Qualified Access Service (Cont'd)

(1) Application of Incentive Discount Achievement Credit (Cont'd)

(d) (Cont'd)

(v) The Customer will not be eligible for the IDAC corresponding to a skipped IDAC-Level;

(vi) If the Customer achieves IDAC-Level 7 in any given Term Year, the IDAC corresponding to IDAC-Level 7 will be credited to the Customer in any subsequent Term Year in which the Customer qualifies for IDAC-Level 7.

For example, if at the end of Term Year One, the Customer's Achieved Revenue Amount equaled $130,000,000, the Customer would be eligible for an IDAC commensurate with IDAC-Level 4, skipping IDAC-Levels 2 and 3.

If, at the end of Term Years Two, Three and Four, the Customer's Achieved Revenue Amount is between $130,000,000 and $142,402,999, the Customer would be eligible for the IDAC corresponding to IDAC-Level 4 for each of those three Term Years. The Customer would not be eligible for the IDAC corresponding to IDAC-Level 4 in Term Years Five, Six or Seven.

(e) If the Customer's Achieved Revenue Amount from one Term Year is not sufficient for the Customer to qualify for an IDAC in the following Term Year, the Customer must make a shortfall payment (Shortfall IDAC Payment). The Shortfall IDAC Payment amount would equal the difference between the Achieved Revenue Amount and the minimum value of the IDAC Range for the next IDAC-Level that is still available to the Customer.

(i) The Telephone Company must notify the Customer within thirty (30) days of the end of the Term Year of any Shortfall IDAC Payment amount for the subsequent Term Year.

(ii) The Customer must make the Shortfall IDAC Payment within thirty (30) days after receiving said notification from the Telephone Company.

(i) Upon receipt of the Shortfall IDAC Payment, the Telephone Company will apply the IDAC for the First Quarter of the subsequent Term Year per Section 41.82.4 (C) (1).

(iv) If the Customer does not make the Shortfall IDAC Payment, no IDAC will be applied for the subsequent Term Year.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(D) Incentive Discount for SONET Services

The Customer is eligible for additional Incentive Discounts for SONET Services, "SONET-Incentive Discounts" (SONET-ID) at the end of each Term Year if the Customer's incremental billed, recurring revenues for SONET Services fall within one of the SONET-ID Levels set forth in Table D, below. The SONET-ID Level is the amount of SONET billed recurring revenues in a Term Year above the Baseline SONET MARC ($6,935,000).

Table D

SONET-ID Level	SONET-ID Ranges	SONET-ID Percentage Discount
1	$0 - $ 239,999	0%
2	$240,000 - $ 479,999	10%
3	$480,000 - $ 719-999	11%
4	$720,000 - $ 959,999	12%
5	$960,000- $1,199,999	13%
6	$1,200,000 - $1,439,999	14%
7	$1,440,000 - $1,679,999	15%
8	$1,680,000 or above	16%

The Telephone Company will apply the SONET-ID in the form of a credit to the Customer's bill(s) for Qualified Access Services sixty (60) days in arrears from the end of the Fourth Quarter of the Term Year.

Example:
The Customer has ended a given Term Year of Contract Offer No. 82, and the billed, recurring revenue for SONET Service equals $45,900,000. The SONET-ID for the Term Year is 11%, or $125,450.

$45,900,000 - $45,334,000 = $566,000 (incremental SONET-ID revenue) $566,000 X 11% = $62,260 (SONET-ID)

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(E) Incentive Discount for WinBack Services

If the Customer elects to obtain Qualified Access Service(s) located in MSAs where the Telephone Company has been granted pricing flexibility within the Operating Territory, in place of access service(s) that is provided by a carrier other than the Telephone Company or one of its affiliates, the Customer will receive a one-time credit equal to twenty percent (20%) of the first twelve (12) months billed, recurring revenue for that new Qualified Access Service (WinBack Incentive).

This WinBack Incentive credit will be applied in addition to the Incentives described in Sections 41.82.4(B),(C),(D) and (F).

(1) Eligibility Criteria for WinBack Incentive

(a) The Customer must present reasonable and verifiable information, which includes, but is not limited to, circuit detail or coordinated move orders to demonstrate the service being converted is currently being provided by a carrier other than the Telephone Company or its affiliates; and

The new Qualified Access Service(s) ordered must have a minimum term period of twelve (12) months for DS1 and DS3 orders and thirty-six (36) months for SONET services.

(2) Application of WinBack Incentive

(a) The Telephone Company will apply the credit to the Customer's bill(s) for Qualified Access Services that follow the end of the initial twelve (12) month period, thirty (30) days in arrears, as follows:

(i) When the Telephone Company and the Customer have identified the start date for the term period of the WinBack Qualified Access Service in a authorization letter, the initial twelve (12)month period will be the twelve (12) month period commencing on that start date; or

(ii) When the start date for the term period of the WinBack Qualified Access Service is established by the completion of an access service order, the initial twelve (12) month period will be the twelve (12) month period commencing on the day the access service order is completed.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(F) DS1/DS3 Portability Incentive

The Portability Incentive waives termination liability charges that would otherwise be assessed to the Customer for moves of DS1 and DS3 Qualified Access Services.

This Portability Incentive is in addition to the Incentives described in Sections 41.82.4(B),(C),(D) and (E).

(1) Eligibility Criteria for DS1/DS3 Portability Incentive

The following criteria must be met in order to receive the Portability Incentive:

(a) The Customer's DS1s and DS3s must meet the Minimum Period requirements, as established under SWBT Tariff F.C.C. No. 73, Section 2.5.4, at the previous location;
(b) The term period of the new circuit must be equal to, or greater than, the remaining term of the disconnected circuit;
(c) The disconnect and new service must be within the Operating Territory; and
(d) Any applicable DS1 Minimum Monthly Revenue Commitment (MMRC) level reductions (disconnect access service order), as established under SWBT Tariff F.C.C. No. 73, Sections 39.4 or Section 7.2, in one MSA, must be offset by an equal MMRC level increase (new access service order) in the new MSA.

(1) Quarterly Review of Disconnect Access Service Orders

If the Customer qualified for the Portability Incentive as set forth in Section 41.82.4 (A)(2), but cumulative "disconnect" access service orders exceeded "add" access service orders during the Term Year, as measured on a quarterly basis, the Customer will be assessed termination liability charges on the sum difference between the cumulative disconnect and add access service orders.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.5 WAMS-VIP Annual True-Up

(A) An annual true-up calculation is performed after each Term Year ("Annual True-Up") to establish any Fourth Quarter Incentive credits, adjustments or other payments that apply for the preceding twelve (12) month period, as determined by whether:

(1) The Customer maintained its Baseline MARC and Baseline SONET MARC during that Term Year; and

(2) The Customer earned the IDCC and IDAC received during the First, Second and Third Quarters of the Term Year ("Applied IDCC" and "Applied IDAC", respectively).

For the purposes of the Annual True-Up calculations, the Customer's billed, recurring revenue for Qualified Access Services during the Term Year will constitute the Customer's "Achieved Revenue Amount." The IDCC and/or IDAC earned using the Achieved Revenue Amount, compared to Table B, Section 41.82.4 (B) and Table C, Section 41.82.4 (C) will constitute the "Earned IDCC" and "Earned IDAC."

(B) Annual True-Up Calculations

(1) Baseline MARC Annual True-Up:
The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the Baseline MARC.

(a) If the Customer's Achieved Revenue Amount falls below the Baseline MARC, the Customer may pay the difference between the Baseline MARC and the Achieved Revenue Amount (Shortfall Payment).

(i) The Telephone Company will notify the Customer within thirty (30) days of the end of the Term Year of any Shortfall Payment.

(ii) The Customer may make the Shortfall Payment and return the difference between the Applied IDCC and the Earned IDCC, associated with the Baseline MARC, within thirty (30) days after receiving notification from the Telephone Company.

(iii) The following Term Year's IDC and IDCC will be determined as set forth in Section 41.82.4 (A) and (B).

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(1) Baseline MARC Annual True-Up: (Cont'd)

(a) (Cont'd)

Example of Baseline MARC Annual True-Up: If the Customer's Achieved Revenue Amount in Term Year Five is $78,000,000, the Baseline MARC of $79,932,000 has not been met. The Customer may choose to pay the difference of $1,652,000 ($29,652,000 - $28,000,000) and repay the difference between the Applied IDCC and the Earned IDCC.

(b) If the Customer's Achieved Revenue Amount falls below the Baseline MARC for any given Term Year, and the Customer does not make the Shortfall Payment, this Contract Offer Subscription shall terminate and termination liability charges will apply, as described in Section 41.82.8(A).

(2) Baseline SONET MARC Annual True-Up: The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the Baseline SONET MARC.

(a) If the Customer's Achieved Revenue Amount meets or exceeds the IDC, but the Baseline SONET MARC is not maintained, the Earned IDCC will be reduced ("IDCC Reduction"), as explained in subparagraphs (i) through (iii), below.

(i) The IDCC Reduction will be calculated by taking the Baseline SONET MARC, less the billed, recurring revenues for SONET Services for the Term Year, and multiplying that amount by ninety-five percent (95%), or (.95).

(ii) The Telephone Company will reduce the amount of the Earned IDCC, to be applied in the fourth quarter, by the IDCC Reduction. If the IDCC Reduction exceeds the value of the Fourth quarter IDCC, the Telephone Company will reduce the Applied IDCC in the subsequent Term Year by the remaining amount of the IDCC Reduction.

(iii) The following Term Year's IDCC will be determined as set forth in Section 41.82.4 (B).

41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(1) Baseline SONET MARC Annual True-Up: (Cont'd)

(a) (Cont'd)

Example of Baseline SONET MARC Annual True-Up:

If billed, recurring revenue for SONET Service equals $45,000,000, and the Achieved Revenue Amount equals $130,000,000, the IDCC Reduction would equal ((45,334,000 - $45,000,000)x.95)), or $317,300, and the Earned IDCC would be adjusted to $3,073,700 ($3,391,000 - $317,300).

The amount of the Fourth Quarter IDCC would equal $530,450 ($847,750 - $317,300).

(b) If the Baseline SONET MARC is not maintained by the Customer, as a result of SONET rate reductions and/or rate restructures that are directly attributed to actions of the Telephone Company and not attributed to the Customer, the IDCC Reduction will be zero (0).

(3) IDCC Annual True-Up:

The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the IDC.

(a) If the Customer's Achieved Revenue Amount meets or exceeds the IDC, the Telephone Company will determine the Earned IDCC and the Fourth Quarter credit amount. The Fourth Quarter credit amount will be the difference between the Earned IDCC and the Applied IDCC. The Customer would receive its Fourth Quarter payment, as set forth in Section 41.82.4(B)(1)(a)(ii).

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 20 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(3) IDCC Annual True-Up: (Cont'd)

(b) If the Customer's Achieved Revenue Amount falls below the IDC, the Customer may pay the difference between the Achieved Revenue Amount and the IDC ("Make-Up Payment"), or the Customer will refund the Applied IDCC to Telephone Company, as detailed below.

(i) The Telephone Company shall notify the Customer within thirty (30) days of the end of the Term Year of any Make-Up Payment.

(ii) The Customer shall pay the Make-Up Payment within thirty (30) days after receiving said notification from the Telephone Company.

(iii) The Telephone Company will apply the appropriate IDCC for the Fourth Quarter of the Term Year within thirty (30) days of receiving the Make-Up Payment. The Fourth Quarter credit amount will be the difference between the Earned IDCC and the Applied IDCC. The following Term Year's IDCC will be determined as set forth in Section 41.82.4(B).

(iv) If the Customer chooses not to make the Make-Up Payment, the customer will repay the Applied IDCC. Repayment is due thirty (30) days after notification from the Telephone Company as identified in subparagraph (i) above.

Example of IDCC Annual True-Up:

If the Achieved Revenue Amount for Term Year Three is $132,000,000, and the IDC is $130,000,000, the Earned IDCC would be $3,391,000. The IDCC applied for the Fourth Quarter would be equal to $3,391,000, less the Applied IDCC received by the Customer for the Term Year, or $847,750.

(4) IDAC Annual True-Up:

(a) For Term Years One through Seven, no Annual True-Up will be performed on the IDAC.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(5) MVP MARC Conversion Option:
To exercise the MVP MARC conversion option, the Customer shall send written notice to the Telephone Company thirty (30) days before the end of Term Years Two through Seven, and no later than six (6) months after MVP contract expiration. This option will not alter the terms or conditions of the MVP contract, including, but not limited to, any terms or conditions related to termination. If the Customer sends the required notice, then:

(a) The Telephone Company shall recalculate the Baseline MARC, IDC, IDC Ranges, IDCCs, IDACs and IDAC Ranges for the Term Years to the end of the Term Period to allow the combined current IDC and the converted MVP MARC to be covered under Contract Offer No. 82, subject to the following terms and conditions:
(i) One hundred percent (100%) of the Customer's current MVP MARC must be included in Contract Offer No. 82;
(ii) The Baseline MARC shall be set equal to one hundred percent (100%) of the MVP MARC, plus $79,932,000; and
(iii) The next Term Year's IDC shall be equal to one hundred percent (100%) of the MVP MARC, plus the IDC calculated in Section 41.82.5(B) (3).

(b) The IDC and IDAC Ranges shall be adjusted according to the following formula:

An MVP Option multiplier ("MVP Option Multiplier") shall be determined, which shall be equal to the ratio of the Combined IDC to the Customer's current IDC. The MVP Option Multiplier shall be applied to the minimum and maximum values of the IDC and IDAC Ranges associated with the IDC, and IDAC-Levels that are available to the Customer at the time of conversion, as defined in Section 41.82.4.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(5) MVP MARC Conversion Option: (Cont'd)

(b) (Cont'd)

Example:
IDC = $120,000,000
Current IDAC Level = 3
IDAC Range Minimum = $111,770,000
IDAC Range Maximum = $129,163,999

MVP MARC Revenue = $35,000,000
Combined IDC = $155,000,000 ($120,000,000 plus $35,000,000)
Option 1 Multiplier = 1.29 ($155,000,000/$120,000,000)
Combined IDAC Range Minimum = $144,183,300 ($111,770,000 multiplied by 1.29)
Combined IDAC Range Maximum = $166,621,559 ($129,163,999 multiplied by 1.29)

The MVP Option Multiplier shall be applied to the IDCC and the IDAC associated with the IDCC and IDAC-Levels, which remains available to the Customer at the time of conversion, to determine the Combined IDCC and IDAC Ranges.

Example:
IDC = $120,000,000
Current IDAC-Level = 3 IDAC = $ 21,027,000

MVP Multiplier = 1.29
Combined IDAC = $27,124,830 ($21,027,000 multiplied by 1.29)

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.20 Contract Offer No. 20 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.6 WAMS-VIP Offer Merger/Acquisitions

(A) Assignment/Successors

(1) If the Customer wishes to assign or transfer its rights and obligations under this Contract Offer 82 ("Contract Offer Subscription"), the Telephone Company will permit such transfer or assignment if the criteria in SWBT Tariff F.C.C. No. 73, Sections 2.2.1(B) and (C) are fulfilled, unless the proposed assignee or transferee demonstrates a lack of credit worthiness under any of the criteria in (a), (b) or (c), below, or if the assignee or transferee or its parent has commenced, or had initiated against it, a voluntary receivership or bankruptcy proceeding.

(a) Any debt of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade as defined by the securities and exchange commission; or

(b) 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 a rating organization for a possible downgrade; or

(c) The proposed assignee or transferee 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

(i) Fair or below in a composite credit appraisal published by Dun and Bradstreet, or

(ii) High risk in a Paydex score as published by Dun and Bradstreet.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.6 WAMS-VIP Offer Merger/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) The Terms and Conditions of Contract Offer No. 82 shall continue in full force and effect if the Customer merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity (Transfer). After a Transfer, if the other entity also purchases Qualified Access Service(s) from the Telephone Company, either directly or through any affiliates, the Customer shall not include under the Contract Offer Subscription any of the billed, recurring revenue for the Qualified Access Services of the other entity in place as of the date the Transfer is finalized (Transfer Date), except as may be provided below.

Notwithstanding the foregoing, the Customer may choose, at its discretion, one of the options set forth in this subsection (i-ii), (Option), within the time period that is between twelve (12) months and twenty-four (24) months after the Transfer Date.

To exercise an Option, the Customer shall send written notice to the Telephone Company, within the time period described above, stating which Option the Customer selects. The date that the Customer sends that written notice shall be the "Option Exercise Date." None of the Options shall alter, in any way, the terms or conditions of any contract or tariff pursuant to which the other entity obtains Qualified Access Services from the Telephone Company, including but not limited to, any terms or conditions related to termination.

Option (i): The Customer and Telephone Company shall recalculate the Baseline MARC, Baseline SONET MARC, IDC, IDC Ranges, IDCCs, IDACs and IDAC Ranges (Key Numbers) for the period from the Option Exercise Date to the end of the Term Period to allow for the combined billed, recurring revenues for Qualified Access Services of the Customer and the merged or acquiring company to be covered under the Contract Offer Subscription, provided the following conditions are met:

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(1) One hundred percent (100%) of the total combined billed, recurring revenues for Qualified Access Services of the Customer and the other entity must be included in the Contract Offer Subscription;

(2) The Baseline MARC and Baseline SONET MARC will be adjusted according to the following formula:

(a) The Baseline MARC will be equal to one hundred percent (100%) of the other entity's billed, recurring revenues for Qualified Access Services for the three (3) months immediately preceding the Option Exercise Date, multiplied by four (4), plus 29,652,000.This shall be the "Combined Baseline MARC"; and

(b) The Baseline SONET MARC will be equal to one hundred percent (100%) of the other entity's billed, recurring revenues for Qualified Access Services that are SONET services for the three (3) months immediately preceding the Option Exercise Date, multiplied by four (4), plus $6,935,000. This shall be the Combined Baseline SONET MARC."

(3) The IDC for the remainder of the then-current Term Year will be adjusted according to the following formula:

The IDC will be equal to one hundred percent (100%) of the other entity's actual billed recurring Qualified Access Services revenues for
the three (3) months immediately preceding the Option Exercise Date multiplied by four (4), plus the Customer's current IDC. This shall be the "Combined IDC."

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(4) The IDC and IDAC Ranges will be adjusted according to the following formula:

The Option 1 multiplier ("Option 1 Multiplier"), which equals the ratio of the Combined IDC to the Customer's current IDC, will be applied to the minimum and maximum values of the IDC and IDAC Ranges associated with the IDC and IDAC-Levels that are still available to the Customer, as defined in Section 41.82.4.

Example:
IDC = $37,900,000
Current IDAC Level = 3
IDAC Range Minimum = $37,510,000
IDAC Range Maximum = $41,260,999

New Entity Revenue = $25,000,000
Combined IDC = $62,900,000 ($37,900,000 plus $25,000,000)
Option 1 Multiplier = 1.66 ($62,900,000/$37,900,000)
Combined IDAC Range Minimum = $62,266,600 ($37,510,000 multiplied by 1.66)
Combined IDAC Range Maximum = $68,493,258 ($41,260,999 multiplied by 1.66)

(5) The IDCCs and IDACs amounts will be adjusted according to the following formula:

The Option 1 Multiplier will be applied to the IDCC and the IDAC associated with the IDCC and IDAC-Levels which remain available to the Customer in order to determine the Combined IDCC and IDAC Ranges.

Example:
IDC = $37,900,000
Current IDAC-Level = 3
IDAC = $6,010,100

Option 1 Multiplier = 1.66 ($62,900,000/$37,900,000)
Combined IDAC = $9,976,766 ($6,010,100 multiplied by 1.66)

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(6) The Customer must have at least forty-eight (48) months remaining in the Term Period under the Contract Offer Subscription or, if less than forty-eight (48) months are remaining in the Term Period under the Contract Offer Subscription, the Term Period shall be automatically extended so that the Terms and Conditions of the Contract Offer No. 82 remain in effect for forty-eight(48) months after the Option Exercise Date; and

(7) The Telephone Company will recalculate the Key Numbers within sixty (60) days of the Option Exercise Date, with no credits being applied to the Customer's bill(s) during this sixty (60) day period. Starting with the remaining quarters, combined Key Numbers will be used to determine applicable IDCC and IDAC credit amounts.

(a) If the Option Exercise Date falls within the First, Second or Third quarter of the respective Term Year, the initial credit application of any eligible Combined IDCC and/or Combined IDAC will occur thirty (30) days after the Key Numbers are determined, or thirty (30) days in arrears of the end of the quarter, whichever is later; or

(b) If the Option Exercise Date falls within the Fourth quarter of the respective Term Year, the initial credit application of any eligible Combined IDCC and/or Combined IDAC will occur thirty (30) days after the Key Numbers are determined, or sixty (60) days in arrears of the end of the quarter, whichever is later.

Option (ii):The Contract Offer Subscription shall be terminated as set forth within Section 41.82.8 (A).

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.20 Contract Offer No. 20 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets

If the Customer is required by a regulatory agency to divest any markets, market spectrum or customers ("Divested Market"), in connection with a Transfer, the Customer can request that Key Numbers be recalculated by the Telephone Company. The Customer shall send written notice to the Telephone Company within sixty (60) days of completing a market divestiture. The date the Customer sends that written notice shall be the "Divestiture Notice Date." The Telephone Company will recalculate the Key Numbers as described below:

(1) The Baseline MARC, IDC, IDCC Ranges and IDAC Ranges will be reduced, by either of the following methods, at the Customer's discretion ("Divested Revenue"):

(a) One hundred percent (100%) of the Divested Market's billed, recurring revenues for Qualified Access Services for the three (3) months immediately preceding the notification, multiplied by four (4); or

(b) A revenue amount that is less than the amount determined under subparagraph (a), above.

(2) The Baseline SONET MARC will be reduced, by either of the following methods, at the Customer's discretion ("Divested SONET Revenue"):

(a) One hundred percent (100%) of the Divested Market's billed, recurring revenues for Qualified Access Services that are SONET revenues for the three (3) months immediately preceding the notification, multiplied by four (4); or

(b) A revenue amount that is less than the amount determined under subparagraph (a), above.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) The IDCCs and IDACs will be reduced according to the following steps:

Step 1.

Determine the impact on total revenue by calculating the "Divestiture Percentage." The Divestiture Percentage is the percent change between the Pre-Divest and Post-Divest revenues. The "Pre-Divest Revenue" equals 100% of the Customer's billed, recurring revenues for Qualified Access Services for the three (3) months immediately preceding the notification, multiplied by four (4), or the Baseline MARC, whichever is greater. The "Post-Divest Revenue" equals Pre-Divest Revenue, minus the Divested Revenue from (B)(1) of this Section.

Example:
Pre-Divest Revenue =$37,900,000
Divested Revenue =$ 2,900,000
Post-Divest Revenue =$35,000,000 ($37,900,000 - $2,900,000)

Divestiture Percentage = 8%
(1-($35,000,000/$37,900,000))

Step 2.

Determine the SONET multiplier that results from the divested SONET revenue by the following:

(a) Determine the "Post-Divest SONET Revenue" amount by subtracting the Divested SONET Revenue, as identified in (B) (2) of this Section, from the Pre-Divest SONET Revenue. The "Pre-Divest SONET Revenue" equals 100% of the Customer's billed, recurring revenues for Qualified Access Services that are SONET services for the three (3) months immediately preceding the notification, multiplied by four (4), or the Baseline SONET MARC, whichever is greater.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) The IDCCs and IDACs will be reduced according to the following steps:

Step 2. (Cont'd)

(a) (Cont'd)

If the Post-Divest SONET Revenue amount meets or exceeds the Baseline SONET MARC ($6,935,000), the SONET multiplier equals 1.0.

Example:
Pre-Divest SONET Revenue =$7,500,000
Divested SONET Revenue = $ 500,000
Post-Divest SONET Revenue=$7,000,000

(a) If the Post-Divest SONET Revenue amount is less than the Baseline SONET MARC, the ratio of Post-Divest SONET Revenue to Post-Divest Revenue ("Post-Divest Ratio"), as identified in Step 1, will be determined.

Example:
Post-Divest Revenue =$35,000,000
Post-Divest SONET Revenue=$ 6,700,000
Post-Divest Ratio = 19%
($6,700,000/$37,900,000)

(c) If the Post-Divest Ratio is equal to or greater than 23%, the SONET multiplier equals 1.0.

(d) If the Post-Divest Ratio is below 23%, the ratio of Pre-Divest SONET Revenue, as identified in Step 2 (a), to total Pre-Divest Revenue ("Pre-Divest Ratio"), as identified in Step 1, will be determined.

Example:
Pre-Divest Revenue =$37,900,000
Pre-Divest SONET Revenue=$ 7,500,000
Pre-Divest Ratio = 20%
$7,500,000/$37,900,000)

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) The IDCCs and IDACs will be reduced according to the following steps: (Cont'd)

Step 2. (Cont'd)

(d) A SONET equalizer will be calculated by subtracting the Pre-Divest Ratio from 23% ("SONET Equalizer"). The SONET Equalizer will be added to the Post-Divest Ratio, resulting in a revised Post-Divest Ratio.

Example:
Pre-Divest Ratio = 20%
SONET Equalizer = 3% (23%-20%)
Post-Divest SONET Ratio = 19%
SONET Equalizer= 3%
Revised Post-Divest Ratio = 22%

(e) The following SONET multipliers will be applied based upon the revised Post-Divest Ratio(s):

(i) 23% or greater, a SONET multiplier of 1.0 will be used;

(ii) Less than 23%, but equal to or greater than 20%, a SONET multiplier of 1.25 will be used;

(iii) Less than 20%, but equal to or greater than 10%, a SONET multiplier of 1.50 will be used; or

(iv) Less than 10%, a SONET multiplier of 2.0 will be used.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) The IDCCs and IDACs will be reduced according to the following steps: (Cont'd)

Step 3.

The Divestiture Percentage multiplied by the SONET multiplier will equal the percent reduction in the IDCCs and IDACs which remain available to the customer.

IDCC-Level =5
IDAC-Level =3
Divestiture%=8%
SONET Multiplier = 1.25 (assuming a revised Post-Divest Ratio of 22%)

Reduced IDCC = $1,062,900
(1,181,000 - ($1,181,000 x (.08 X 1.25)))

Reduce IDAC = $5,409,090
(6,010,100 - ($6,010,100 X (.08 X 1.25)))

(4) The Telephone Company will recalculate the Key Numbers within sixty (60) days of the Divestiture Notice Date. The recalculated Key Numbers will become effective once the Divested Market's, billed, recurring revenues for Qualified Access Service are no longer being billed to the Customer ("Divestiture Effective Date"). Starting with the remaining quarters of the Term Year as of the Divestiture Effective Date, the recalculated Key Numbers will be used to determine the applicable IDCC and IDAC amounts.

(a) If the Divestiture Effective Date falls within the First, Second or Third quarter of the respective Term Year, the initial credit application of any eligible Reduced IDCC and/or Reduced IDAC will occur thirty (30) days after the Key Numbers are effective, or thirty (30) days in arrears of the end of the quarter, whichever is later; or

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(4) (Cont'd)

(b) If the Divestiture Effective Date falls within the Fourth Quarter of the respective Term Year, the initial credit application of any eligible Reduced IDCC and/or Reduced IDAC will occur thirty (30) days after the Key Numbers are determined, or sixty (60) days in arrears of the end of the quarter, whichever is later.

41.82.7 WAMS-VIP Cell-Site Performance - Credits

(A) Description

Cell-Site Performance Improvement Credits are available to the Customer based upon the quality of service delivered during the Term Period, as set forth in subparagraph (1), below. The credits will be granted in the event that the Telephone Company's Contract Offer No. 82 service performance level objectives for cell-site DS1 Qualified Access Services are not met.

(1) The DS1 Qualified Access Services cell-site performance level parameters will be based on DS1 Percentage of Network Availability. The DS1 Percent of Network Availability will be calculated by determining the actual hours that the cell-site DS1 circuits are in service during a given month, compared to the total expected availability, and then aggregating those total hours over the course of a Term Year.

Example:

If a Customer had 100 circuits in service at the end of January and 110 at the end of February, their total hours of expected availability would be (31 days times 100 circuits, times 24 hours), plus (28 days, times 110 circuits, times 24 hours), or 148,320. This would be the denominator of the network availability equation.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.7 WAMS-VIP Cell-Site Performance - Credits (Cont'd)

(A) Description (Cont'd)

(1) (Cont'd)

Example: (Cont'd)

The numerator would be the total hours of outage based upon measured tickets reported to the Telephone Company, subtracted from the 148,320. If there were eight (8) reported failures averaging 3.5 hours per outage, the total hours of outage would be equal to twenty-eight (28). The resulting availability equation for those two (2) months will be ((148,320-28)/148,320, or 99.981%. A twelve (12) month aggregation using the same process as noted for two (2) months will be used to determine annual percent availability for a Customer.

(2) Table E, below, provides cell-site service performance targets, based on DS-1 Percentage of Network Availability, for each Term Year.

Table E

Term Year	% Network Availability
1	99.9830%
2	99.9854%
3	99.9877%
4	99.9900%
5	99.9900%
6	99.9900%
7	99.9900%

(B) At the Annual True-Up, if the Telephone Company annual results fail to meet the performance target, as specified in Table E, above, and the Customer has met the Baseline MARC, the Telephone Company will provide credits and services as follows:

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.7 WAMS-VIP Cell-Site Performance - Credits (Cont'd)

(B)(Cont'd)

(1) The Telephone Company will apply one hundred dollars ($100) in special construction credits for each measured trouble ticket reported to the Telephone Company during the Term Year for cell-site improvements. The special construction credits will be used to improve performance at mutually agreed upon Customer's cell sites that are performing below the DS-1 Percentage of Network Availability, as specified in Table E in this Section.

For example: special construction credits can be used to offset the cost of replacing copper with fiber at non-performing cell-sites; and

(2) The Telephone Company will provide the Customer the ability to purchase Automatic Loop Transfer service at twenty-five percent (25%) discount off the monthly recurring rates described in SWBT Tariff F.C.C. No. 73, Section 39.5.2, for those cell sites that fail to meet the performance target, as specified in Table E, in this Section.

41.82.8 Termination

The Customer's subscription to this Contract Offer No. 82 shall terminate if the Customer gives notice to Telephone Company, as set forth in the following paragraph, and as set forth elsewhere in this Contract Offer No. 82.

The termination liability charges described below shall apply if termination occurs because the Customer does not make a Shortfall Payment as described in Section 41.82.5 (B) (1), and/or the Customer elects to terminate its subscription to Contract Offer No. 82 for reasons other than described in Section 41.82.8(B).

If the Customer elects to terminate its Contract Offer Subscription during the Term Period, written notification must be provided to the Telephone Company indicating the Customer's intention to terminate its Contract Offer Subscription. This notification must include the date upon which the Customer wishes to terminate its Contract Offer Subscription.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.8 Termination (Cont'd)

(A) Termination Liability

Termination liability charges will consist of the sum of the following:

(1) Ten percent (10%) of the Baseline MARC, divided by twelve (12), then multiplied by the number of months remaining in the Term Period; plus
(2) Repayment of the IDCC, IDAC and SONET-ID given under Contract Offer No. 82 during the three (3) quarters preceding the termination date.

Example:

Customer with a Baseline MARC of $29,652,000, and an IDC of $35,806,000, terminates its Contract Offer Subscription after forty-eight (48) months and with thirty-six (36) months remaining in the eighty-four (84) month Term Period, and the Customer received IDCC and IDAC of $702,750 and $3,437,500, respectively, for the previous three quarters before termination. The termination liability charges would be:

(($29,652,000/12) X 10% X 36) + ($702,750 + $3,437,500) = $13,035,850 termination liability charge.

(B) Rate Reductions

If the tariffed rates for the Qualified Access Services are reduced by a cumulative total of twenty percent (20%) from the tariffed rates in effect as of the Effective Date (Initial Tariff Rates), either party may terminate the LOS by providing a sixty (60) day written notice to the other party. Termination liability charges will not apply.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.8 Termination (Cont'd)

(B) Rate Reductions (Cont'd)

To determine whether the 20% rate reduction has been met or exceeded, the Telephone Company shall perform an analysis within sixty (60) days following the Effective Date that details the Customer's inventory of Qualified Access Services and the Initial Tariff Rates (Initial Rate Analysis.)

Example: DS1-Initial Rate Analysis

Product Category/ Description	State	Zone	Term	Rate	Units	Total
DS1 - Channel Termination (CT)	TX	2	36	$25.00	4,000	$100,000
DS1 - Channel Mileage (CM-Fixed)				$21.00	1,600	$33,600
DS1 - Channel Mileage CM-Per Mile)				$16.40	1,000	$16,400
DS1 Total					6,600	$150,000

41. Pricing Flexibility Contract Offerings (Cont'd)

41.82 Contract Offer No. 82 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.82.8 Termination (Cont'd)

(B) Rate Reductions (Cont'd)

The Telephone Company shall also perform a similar exercise within sixty (60) days following each Term Year detailing the Customer's inventory from the Initial Rate Analysis and the end-of-year tariff rates (EOY Rate Analysis). The Customer and Telephone Company will then compare the Initial Rate Analysis to the EOY Rate Analysis to identify the percent change in the total, cumulative rates, if any.

Example: Initial Rate Analysis and EOY Rate Analysis Comparison

Product Category	Units	Initial Tariff Rates	EOY Tariff Rates	Rate Change
DS1	6600	$150,000	$122,000	
DS3	2000	$ 90,000	$ 70,000	
SONET	1000	$300,000	$200,000	
Total	9600	$540,000	$392,000	27%

27% = (1-($392,000/$540,000))

The quantity of units for each product category used in the Initial Rate Analysis and the EOY Rate Analysis will be calculated from the Qualified Access Service rate elements listed below:

(1) DS1 - Channel Terminations (CT), Channel Mileage (CM) fixed and Channel Mileage (CM) per mile;

(2) DS3 - CT, CM fixed, CM per mile and Multiplexing (MUX); and

(3) SONET - All SONET rate elements for Self-Healing Transport Network (STN), BCS, ReliaNet, [1] and [1] services.

[1] See footnote (1) on page 41-742.

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41. Pricing Flexibility Contract Offering

41.83 Contract Offering No. 83 - Access Advantage Plus Transport Service - One Year Term

41.83.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in Section 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis, as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 - Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity,

(2) Bonded Channel Group 4 - Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity,

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41. Pricing Flexibility Contract Offering (Cont'd)

41.83 Contract Offering No. 83 – Access Advantage Plus Transport Service – One Year Term (Cont’d)

41.83.1 General Description (Cont’d)

(B) (Cont’d)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity,

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity, and

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(A) AA+ Transport Service is available in the pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Southwestern Bell Tariff F.C.C. No. 73 Section 39. If, during the Term Period, the Telephone Company receives pricing flexibility relief in additional MSAs, as listed in Section 39, the Customer may be able to include services provided under this Contract Offer, if available, in those additional MSAs pursuant to this Contract Offer.

41. Pricing Flexibility Contract Offering (Cont'd)

41.83 Contract Offering No. 83 – Access Advantage Plus Transport Service – One Year Term (Cont’d)

41.83.2Contract Terms

(A) Contract Offering No. 83 is available during the purchase period, which begins June 9, 2006 and ends December 9, 2006.

(B) Southwestern Bell Tariff F.C.C. No. 73, Sections 2, 4, 5, 13 and 42 apply, except as noted herein. Any changes made to the aforementioned sections during the Customer’s initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 83.

(1) The Access Order Charge described in Section 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in Section 5.3.2(A), the Service Date Change Charge described in Section 5.3.2(B) and the Expedited Order Charge described in Section 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Minimum Period, as described in Section 5.3.4 for Contract Offering No. 83, is the initial contract term.

(4) Minimum Period Charges described in Sections 2.5.4 and 5.3.4 do not apply.

(5) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service, and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service, are negotiated intervals.

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Date described in Section 5.2.1(C).

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41. Pricing Flexibility Contract Offering (Cont'd)

41.83 Contract Offering No. 83 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.83.2Contract Terms (Cont'd)

(A) The initial contract term for Contract Offering No. 83 is one (1) year and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(B) At the conclusion of the initial contract term, Contract Offering No. 83 will be automatically converted to the applicable monthly renewal rate, found in Section 41.83.3 (B). The Customer may terminate Contract Offering No. 83 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty (30) days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 83 upon thirty (30) days written notice any time following the completion of the initial contract term.

(C) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(D) No other discount pricing plans apply.

(E) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 83.

(F) If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 83 prior to the expiration of the initial contract term, a termination charge applies, except as described in Section 41.83.2(L). The termination charge for Contract Offering No. 83 is fifty (50) percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(G) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 83 terminated, and the termination charges described in 41.83.2(J) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one-half of the nonrecurring charge to install service as reflected in Section 41.83.3(B).

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.83 Contract Offering No. 83 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.83.2 Contract Terms (Cont'd)

(L) The Customer may elect to discontinue Contract Offering No. 83 at any time prior to the expiration of the initial contract term without incurring the termination charges described in Section 41.83.2(J), when all of the following conditions are met:

(1) The Customer establishes a new interstate special access service of equal or greater capacity,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 83 was provided,

(3) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 83, and

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer's initial contract term for Contract Offering No. 83.

(M) A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services, and maintained during the initial contract term and all renewal terms. If the Customer has fewer than four DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 83 terminated. If Contract Offering No. 83 is terminated during the initial contract term, the termination charges described in Section 41.83.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.83 Contract Offering No. 83 - Access Advantage Plus Transport Service - One Year Term (Cont'd)

41.83.2 Contract Terms (Cont'd)

(O) The AA+ Transport Service Customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements,

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in Section 41.83.1(B), and

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

41.83.3 Rate Regulations

(A) Types of Rates and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge applies for installation of each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.83 Contract Offering No. 83 – Access Advantage Plus Transport Service – One Year Term (Cont'd)

41.83.3Rate Regulations (Cont'd)

(A) Types of Rates and Charges (Cont'd)

(1) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with Section 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$350.00	$1,000.00	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$ 103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

ACCESS SERVICE

41. Pricing Flexibility Contract Offering

41.84 Contract Offering No. 84 - Access Advantage Plus Transport Service - Two Year Term

41.84.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in Section 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis, as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 - Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity,

(2) Bonded Channel Group 4 - Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity,

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.84 Contract Offering No. 84 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

41.84.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity,

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity, and

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Southwestern Bell Tariff F.C.C. No. 73, Section 39 If, during the Term Period, the Telephone Company receives pricing flexibility relief in additional MSAs, as listed in Section 39, the Customer may be able to include services provided under this Contract Offer, if available, in those additional MSAs pursuant to this Contract Offer.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.84 Contract Offering No. 84 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

41.84.2 Contract Terms

(A) Contract Offering No. 84 is available during the purchase period, which begins June 9, 2006 and ends December 9, 2006.

(B) Southwestern Bell Tariff F.C.C. No. 73, Sections 2, 4, 5, 13 and 42 apply, except as noted herein. Any changes made to the aforementioned sections during the Customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 84.

(1) The Access Order Charge described in Section 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in Section 5.3.2(A), the Service Date Change Charge described in Section 5.3.2(B) and the Expedited Order Charge described in Section 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Minimum Period, as described in Section 5.3.4 for Contract Offering No. 84, is the initial contract term.

(4) Minimum Period Charges described in Sections 2.5.4 and 5.3.4 do not apply.

(5) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service, and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service, are negotiated intervals.

(D) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Date described in Section 5.2.1(C).

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.84 Contract Offering No. 84 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

41.84.2 Contract Terms (Cont'd)

(A) The initial contract term for Contract Offering No. 84 is two (2) years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(F) At the conclusion of the initial contract term, Contract Offering No. 84 will be automatically converted to the applicable monthly renewal rate, found in Section 41.84.3 (B). The Customer may terminate Contract Offering No. 84 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty (30) days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 84 upon thirty (30) days written notice any time following the completion of the initial contract term.

(G) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(H) No other discount pricing plans apply.

(I) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 84.

(J) If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 84 prior to the expiration of the initial contract term, a termination charge applies, except as described in Section 41.84.2(L). The termination charge for Contract Offering No. 84 is fifty (50) percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

(K) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 84 terminated, and termination charges described in Section 41.84.2(J) apply. If a request is made to move AA+ Transport Service to a new location within the end user's premises at which service was originally established, the charge for the move is one-half of the nonrecurring charge to install service as reflected in Section 41.84.3(B).

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.84 Contract Offering No. 84 - Access Advantage Plus Transport Service - Two Year Term (Cont’d)

41.84.2Contract Terms (Cont’d)

(L) The Customer may elect to discontinue Contract Offering No. 84 at any time prior to the expiration of the initial contract term without incurring the termination charges described in Section 41.84.2(J), when all of the following conditions are met:

(1) The Customer establishes a new interstate special access service of equal or greater capacity,

(2) The new service is provided to the same end user’s premises to which Contract Offering No. 84 was provided,

(3) The new service has a contract term that exceeds the time remaining in the Customer’s initial contract term for Contract Offering No. 84, and

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer’s initial contract term for Contract Offering No. 84.

(M) A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company’s intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services, and maintained during the initial contract term and all renewal terms. If the Customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 84 terminated. If Contract Offering No. 84 is terminated during the initial contract term, the termination charges described in Section 41.84.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.84 Contract Offering No. 84 – Access Advantage Plus Transport Service – Two Year Term (Cont'd)

41.84.2Contract Terms (Cont'd)

(O) The AA+ Transport Service Customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements,

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in Section 41.84.1(B), and

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

41.84.3Rate Regulations

(A) Types of Rates and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply for installation of each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.84 Contract Offering No. 84 - Access Advantage Plus Transport Service - Two Year Term (Cont'd)

41.84.3 Rate Regulations (Cont'd)

(A) Types of Rate and Charges (Cont'd)

(1) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with Section 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$310.00	$0	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

ACCESS SERVICE

41. Pricing Flexibility Contract Offering

41.85 Contract Offering No. 85 - Access Advantage Plus Transport Service - Three Year Term

41.85.1 General Description

(A) Access Advantage Plus (AA+) Transport Service is a dedicated transport service arrangement that integrates an end user's network access connections for multiple voice, data and other special access services onto a single interstate DS1 High Capacity Special Access Service. AA+ Transport Service includes a DS1 High Capacity Special Access Service between an end user's designated premises and an AA+ Transport Service Node, DS1-to-DS0 multiplexing and Service-to-Service Through Connect Arrangements as described below.

An AA+ Transport Service Node is a Telephone Company designated hubbing office in which digital DS1-to-DS0 multiplexing is provided through a Digital Cross Connect System (DCS) to derive twenty-four (24) DS0 level channels (64 Kbps per channel). AA+ Transport Service DS0 channels are digitally cross connected at the AA+ Transport Service Node to the DS0 channels derived from other multiplexed high capacity service arrangements via Service-to-Service Through Connect Arrangements, which are described in Section 7.2.18.

(B) The DS0 channels derived from an AA+ Transport Service may be cross connected on an individual channel basis, as well as by Bonded Channel Group. Any combination of the Bonded Channel Groups listed below and individual DS0 channels may be cross connected, but the total number of DS0 channel cross connects per AA+ Transport Service cannot exceed twenty-four (24). A Bonded Channel Group consists of consecutively assigned DS0 channels configured to provide the following capacity arrangements:

(1) Bonded Channel Group 2 - Two consecutively assigned DS0 channels configured to provide 128 Kbps of capacity,

(2) Bonded Channel Group 4 - Four consecutively assigned DS0 channels configured to provide 256 Kbps of capacity,

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.85 Contract Offering No. 85 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.85.1 General Description (Cont'd)

(B) (Cont'd)

(3) Bonded Channel Group 6 – Six consecutively assigned DS0 channels configured to provide 384 Kbps of capacity,

(4) Bonded Channel Group 8 – Eight consecutively assigned DS0 channels configured to provide 512 Kbps of capacity, and

(5) Bonded Channel Group 12 – Twelve consecutively assigned DS0 channels configured to provide 768 Kbps of capacity.

(C) AA+ Transport Service is available in the pricing flexibility Metropolitan Statistical Areas (MSAs) as listed in Southwestern Bell Tariff F.C.C. No. 73, Section 39 If, during the Term Period, the Telephone Company receives pricing flexibility relief in additional MSAs, as listed in Section 39, the Customer may be able to include services provided under this Contract Offer, if available, in those additional MSAs pursuant to this Contract Offer.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.85 Contract Offering No. 85 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.85.2 Contract Terms

(A) Contract Offering No. 85 is available during the purchase period, which begins June 9, 2006 and ends December 9, 2006.

(B) Southwestern Bell Tariff F.C.C. No. 73, Sections 2, 4, 5, 13 and 42 apply except as noted herein. Any changes made to the aforementioned sections during the Customer's initial contract term or during a renewal term, other than to provisions noted below, apply to Contract Offering No. 85.

(1) The Access Order Charge described in Section 5.3.1 does not apply during the initial contract term. The Access Order Charge applies during a renewal term.

(2) The Design Change Charge described in Section 5.3.2(A), the Service Date Change Charge described in Section 5.3.2(B) and the Expedited Order Charge described in Section 5.3.2(C) do not apply during the initial contract term. The Design Change Charge, the Service Date Change Charge and the Expedited Order Charge apply during a renewal term.

(3) The Partial Cancellation Charge described in 5.3.2(D) and the Access Order Cancellation Charge described in 5.3.3 do not apply to the initial order to install AA+ Transport Service.

(4) The Minimum Period, as described in Section 5.3.4 for Contract Offering No. 85, is the initial contract term.

(5) Minimum Period Charges described in Sections 2.5.4 and 5.3.4 do not apply.

(6) End User Common Line (EUCL) charges set forth in Section 4 apply to any intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk and Access Advantage Plus Plexar services that are cross connected to AA+ Transport Service.

(C) Service date intervals for the initial installation of AA+ Transport Service, and requests to rearrange or add Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service, are negotiated intervals.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.85 Contract Offering No. 85 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.85.2Contract Terms (Cont'd)

(A) When Telephone Company facilities are available, the negotiated interval for the service date may not exceed ninety (90) days following the Application Date described in Section 5.2.1(C).

(B) The initial contract term for Contract Offering No. 85 is three (3) years and commences on the service date, which is the date installation of AA+ Transport Service is completed by the Telephone Company. Billing commences on the first day of the initial contract term.

(C) At the conclusion of the initial contract term, Contract Offering No. 85 will be automatically converted to the applicable monthly renewal rate, found in Section 41.85.3 (B). The Customer may terminate Contract Offering No. 85 prior to the first renewal term by providing the Telephone Company with written notice of the intent to terminate service no later than thirty (30) days before the initial contract term expires. The Customer or the Telephone Company may terminate Contract Offering No. 85 upon thirty (30) days written notice any time following the completion of the initial contract term.

(D) The monthly rate will not change during the initial contract term or during the successive renewal terms in which service is provided.

(E) No other discount pricing plans apply.

(F) AA+ Transport Service promotions offered in Section 42 may apply to Contract Offering No. 85.

(G) If the Customer discontinues AA+ Transport Service purchased under Contract Offering No. 85 prior to the expiration of the initial contract term, a termination charge applies, except as described in Section 41.85.2(L). The termination charge for Contract Offering No. 85 is fifty (50) percent of the remaining monthly rate payments due for the balance of the initial contract term. The termination charge is calculated as follows:

(Monthly rate) x (Months remaining in initial contract term) x (50%)

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.85 Contract Offering No. 85 – Access Advantage Plus Transport Service – Three Year Term (Cont'd)

41.85.2Contract Terms (Cont'd)

(A) If the physical location of the end user's premises changes during the initial contract term, the Telephone Company considers Contract Offering No. 85 terminated, and the termination charges described in Section 41.85.2(J) apply. No charge applies to move AA+ Transport Service to a new location within the end user's premises at which service was originally established.

(L) The Customer may elect to discontinue Contract Offering No. 85 at any time prior to the expiration of the initial contract term without incurring the termination charges described in Section 41.85.2(J), when all of the following conditions are met:

(1) The Customer establishes a new interstate special access service of equal or greater capacity,

(2) The new service is provided to the same end user's premises to which Contract Offering No. 85 was provided,

(3) The new service has a contract term that exceeds the time remaining in the Customer's initial contract term for Contract Offering No. 85, and

(4) The revenue value of the new service over the life of its contract term exceeds the revenue value associated with the time period remaining in the Customer's initial contract term for Contract Offering No. 85.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.85 Contract Offering No. 85 - Access Advantage Plus Transport Service - Three Year Term (Cont'd)

41.85.2 Contract Terms (Cont'd)

A minimum of four (4) DS0 channels in an AA+ Transport Service will be connected to any of the Telephone Company's intrastate Access Advantage Plus Integrated Voice Access Lines, Access Advantage Plus Trunk or Access Advantage Plus Plexar services and maintained during the initial contract term and all renewal terms. If the Customer has fewer than four (4) DS0 channels cross connected to the above-mentioned intrastate Access Advantage Plus services at any time during the initial contract term or a renewal term, the Customer will have thirty (30) days from notification by the Telephone Company to connect the additional intrastate Access Advantage Plus services needed to meet the four (4) DS0 channel minimum. If the Customer fails to connect the additional services during the thirty (30) day period following notification, the Telephone Company considers Contract Offering No. 85 terminated. If Contract Offering No. 85 is terminated during the initial contract term, the termination charges described in Section 41.85.2(J) apply.

(N) The Telephone Company will designate the AA+ Transport Service Node from which service will be provided.

(O) The AA+ Transport Service Customer is responsible for channel assignments, which includes the following obligations:

(1) Specify the DS0 channel assignments to connect AA+ Transport Service via Service-to-Service Through Connect Arrangements to the DS0 channels derived from other multiplexed high capacity service arrangements,

(2) Designate the consecutive DS0 channel assignments for the Bonded Channel Group configurations reflected in Section 41.85.1(B),and

(3) Identify the DS0 channel assignments when rearranging or adding Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

ACCESS SERVICE

41. Pricing Flexibility Contract Offering (Cont'd)

41.85 Contract Offering No. 85 - Access Advantage Plus Transport Service - Three Year Term (Cont'd)

41.85.3Rate Regulations

(A) Types of Rates and Charges

(1) Nonrecurring charges are one-time charges that apply for specific work activities.

(a) A nonrecurring charge does not apply for installation of each AA+ Transport Service and to activate initial Service-to-Service Through Connect Arrangements.

(b) A nonrecurring charge applies on a "per DS0 channel" basis to service rearrangements that add or rearrange Service-to-Service Through Connect Arrangements associated with an existing AA+ Transport Service.

(2) Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that AA+ Transport Service is provided. For billing purposes, each month is considered to have thirty (30) days.

(a) A monthly rate applies during the initial contract term and during a renewal term.

(b) The Special Access Surcharge applies on a per equivalent voice grade channel basis in accordance with Section 7.2.5.

(B) Rates and Charges

	Monthly Rate	Nonrecurring Charge	CRIS USOC	CABS USOC
Initial Contract Term	$200.00	$0	DZS1P	1ZZPZ
Renewal Term	$425.00	N/A	DZS1P	1ZZPZ
Service Rearrangement	N/A	$103.00	NRMHR	1ZZPZ
Special Access Surcharge	$ 25.00	N/A		S25

ACCESS SERVICES

41. [1]

[1] Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 86 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

ACCESS SERVICE

41. [1]

[1] See footnote (1) on page 41-797.

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41. [1]

[1] See footnote (1) on page 41-797.

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41. [1]

[1] See footnote (1) on page 41-797.

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[1] See footnote (1) on page 41-797.

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[1] See footnote (1) on page 41-797.

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[1] See footnote (1) on page 41-797.

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41. [1]

[1] See footnote (1) on page 41-797.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.87 Contract Offer No. 87 - DS1 and DS3 Service Offer

41.87.1 General Description

This DS1 and DS3 Service Offer (Contract Offer No. 87) is an access services discount pricing plan that permits Customers who meet the Eligibility Criteria in Section 41.87.3 and the Terms and Conditions in Section 41.87.4 to purchase Subject Services in Section 41.87.2 at the discounted rates listed in Section 41.87.5. Subject Services under Contract Offer No. 87 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA) described in Section 41.87.3(B). Contract Offer No. 87 is available for subscription from June 14, 2006 through July 14, 2006. This Contract Offer is not renewable.

41.87.2 Subject Services

(A) Contract Offer No. 87 applies to the following pricing flexibility qualified access services (hereafter referred to as Subject Services) contained in the following tariff sections:

(1) Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Section 39.5.2.12 - DS3 MegaLink Custom Service; and

(2) SWBT Tariff F.C.C. No. 73, Section 39.5.2.7 - DS1 High Capacity Service.

(B) All Terms and Conditions for the Subject Services listed above are governed by their respective tariff sections, except as noted herein.

41.87.3 Eligibility Criteria

The following eligibility criteria must be met to receive the Contract Offer No. 87 discounted rates:

(A) Subject Services must be pricing flexibility qualified access services listed in Section 41.87.2(A);
(B) Subject Services must be located in the Tulsa, OK MSA;
(C) Subject Services ordered pursuant to this Contract Offer must be new;
(D) The Customer must be a current High-Capacity Term Pricing Plan (HC-TPP) customer; and
(E) All traffic must originate or terminate at a Mobile Switching Center (MSC).

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.87 Contract Offer No. 87 - DS1 and DS3 Service Offer (Cont'd)

41.87.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be three (3) years, commencing on the date the Telephone Company receives the Letter of Subscription (LOS) from the Customer. This offer is not renewable.

The service term for new DS3 MegaLink Custom Services shall be three (3) years. New DS3 MegaLink Custom Services must be purchased under a three (3) year term payment plan as described in SWBT Tariff F.C.C. No. 73, Section 39. At the expiration of the term payment plan, the DS3 Subject Services shall be converted to the applicable three (3) year term payment plan options as described in Section 39.

The service term for new DS1 High Capacity Services shall be five (5) years. New DS1 High Capacity Services must be purchased under a five (5) year term payment plan as described in SWBT Tariff F.C.C. No. 73, Section 39. At the expiration of the term payment plan, the DS1 Subject Services shall be converted to the applicable five (5) year term payment options as described in Section 39.

Rate stability under Contract Offer No. 87 applies only to the rates specific to this Contract Offer, as outlined in Section 41.87.5 of this Contract Offer. Purchase of the Subject Services listed in Section 41.87.2 of this Contract Offer No. 87 are also subject to certain rates, charges and general terms and conditions as set forth in Sections 2-General Regulations, 5-Ordering for Access Service, and 13-Additional Engineering, Additional Labor and Miscellaneous Services. Such terms and conditions may be modified through the filing of tariff revisions at any time during the Term Period; however, such tariff modifications will not change the rates, Terms or Conditions provided under this Contract Offer.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.87 Contract Offer No. 87 - DS1 and DS3 Service Offer (Cont'd)

41.87.4 Terms and Conditions (Cont'd)

(B) Contract Offer No. 87 is available for subscription from June 14, 2006 through July 14, 2006.

(C) The Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(D) The Customer must submit an Access Service Request to the Telephone Company within sixty (60) days after the Telephone Company receives the Customer's LOS for a minimum of five (5) DS3 MegaLink Custom Services. Failure to submit Access Service Requests for provisioning the minimum requirements within the required interval shall constitute cancellation of the LOS and cancellation charges will apply. The Customer must pay cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation.

(E) If the Customer discontinues service under Contract Offer No. 87 and/or terminates this Contract Offer in its entirety during the Term Period, termination liability charges will apply in accordance with Section 41.87.8.

(F) If the Customer requests additional services, features, and functions not included in Section 41.87.5 of this Contract Offer, the Customer will pay the tariff rates for those additions as contained in Section 39 - Metropolitan Statistical Area Access Services.

(G) The Customer shall purchase a maximum of twelve (12) new DS3 MegaLink Custom Services and three hundred and thirty-six (336) new DS1 High Capacity Services subtending the DS3s during this Contract Offer No. 87 Term Period.

(H) All DS1 elements listed in Section 41.87.5 must subtend DS3 MegaLink Custom Services ordered pursuant to this Contract Offer.

(I) The Customer will not be able to combine this Contract Offer with any other promotional, contract offering, or discount plan in conjunction with this Contract Offer.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.87 Contract Offer No. 87 - DS1 and DS3 Service Offer (Cont'd)

41.87.5 Rates and Charges

(A) DS3 MegaLink Custom Service Rates and Charges:

The Customer shall pay the following Monthly Recurring Charge (MRC) for each DS3 MegaLink Custom Service rate element ordered pursuant to this Contract Offer listed in Table A, below:

Table A

Rate Element	USOC	Rate
DS3 Interoffice Fixed Mileage	10XLX	$460.00
DS3 Interoffice Variable Mileage (per Mile)	1HXLS	$60.00
DS3 to DS1 Multiplexer	MKM	$440.00

Prevailing tariff Non-Recurring Charges (NRCs) for DS3 service shall apply.

(B) Subtending DS1 Service Rates and Charges:

The Customer shall pay the following MRC for each DS1 High Capacity Service rate element ordered pursuant to this Contract Offer listed in Table B, below:

Table B

Rate Element	USOC	Rate
DS1 Channel Termination	TMECS	$100.00
DS1 Interoffice Variable Mileage (per Mile)	1L5XX	$11.00
DS1 Interoffice Variable Mileage	1L5XX	$39.00

Prevailing tariff NRCs for DS1 service shall apply.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.87 Contract Offer No. 87 - DS1 and DS3 Service Offer (Cont'd)

41.87.6 Termination Liability

Termination liability language, described below, applies in lieu of the termination liability language described in SWBT Tariff F.C.C. No. 73, Sections 7 and 20. If the Customer discontinues service before the completion of the Service Term and/or terminates this Contract Offer before the completion of the Term Period for any reason, the Customer must pay the Telephone Company termination liability charges as described below. Termination liability charges will also apply if the Customer is not in compliance with the Eligibility Criteria in Section 41.87.3, or the Terms and Conditions in Section 41.87.4.

These termination liability charges shall become due as of the effective date of the termination of service, and are payable as described below.

The Customer's termination liability charges shall be equal to:

35% of all MRCs for the balance of the Customer's Term Period for all DS3 and DS1 Subject Services under Contract Offer No. 87.

The termination liability charge shall be calculated as follows:

MRCs multiplied by (Months remaining in billing) multiplied by (Termination percentage of 35%)

Example: Customer with a $1,000 MRC terminates service after one (1) year and has twenty-four (24) months remaining on the three (3) year Term Period. The termination liability would be calculated as:

($1,000 X 24 months) X 35% = $8,400 termination liability charge.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.88 Contract Offer No. 88 - ReliaNet Service Offer

41.88.1 General Description

This Contract Offer No. 88 - ReliaNet Service Offer - is a five (5) year access discount pricing plan that provides the Customer with discounted rates for existing ReliaNet Master Access Connections (MAC) Option B, SVO (12) and monthly billing incentive credits for specified ReliaNet, DS1 and DS3 services.

Contract Offer No. 88 is available for subscription June 14, 2006 through July 14, 2006. This Contract Offer is not renewable.

41.88.2 Service Qualifications

(A) This Contract Offer applies to access services that qualify for pricing flexibility (hereafter referred to as Subject Services), as provided in Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73:

(1) Section 6.5.1 - Switched Transport Facilities;
(2) Section 7.3.10 - High Capacity Service;
(3) Section 20 - MegaLink Custom Services; and
(4) Section 31.3 - ReliaNet Service.

(B) Subject Services provided under this Contract Offer must be:

(1) Located in the following Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs): Topeka, KS; Wichita, KS.

(2) Existing ReliaNet MAC - Opt. B, SVO (12) services.

41.88.3 Eligibility Criteria

The Customer must meet the following eligibility criteria at the time of subscription to this Contract Offer:

(A) The Customer must have at least five (5) existing ReliaNet MAC - Opt. B, SVO (12) in-service in each MSA described in Section 41.88.2(B).

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.88 Contract Offer No. 88 – ReliaNet Service Offer (Cont'd)

41.88.4 Terms and Conditions

(A) Term Period

The contract term (Term Period) shall be sixty (60) months commencing on the date the Telephone Company receives a Letter of Subscription (LOS) from the Customer.

Upon expiration of this Contract Offer, the Subject Services provided under this Contract Offer shall be provided under the prevailing applicable monthly extension rates found in SWBT Tariff F.C.C. No. 73, Section 39.5.2.13(A)(7), unless the Customer:

(1) Selects applicable payment options in SWBT Tariff F.C.C. No. 73, Sections 39.5.2.13; or
(2) Disconnects the Subject Services.

(B) General

(1) Subject Services provided under this Contract Offer are subject to certain rates, charges and general terms and conditions described in SWBT Tariff F.C.C. No. 73, Sections 2, 5 and 13, 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 described in this Contract Offer.

(2) All terms and conditions for the Subject Services provided under this Contract Offer shall continue to be governed by the otherwise applicable tariff sections, except as provided herein.

(3) The Customer shall not include Subject Services provided under this Contract Offer in any other contract offer, promotional offering (Section 42), or other discount plan (e.g. MVP).

(4) To subscribe to this Contract Offer, the Customer shall provide the Telephone Company with an LOS.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.88 Contract Offer No. 88 – ReliaNet Service Offer (Cont'd)

41.88.4 Terms and Conditions (Cont'd)

(B) General (Cont'd)

(1) Commingling shall be defined as provided in Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.

(2) If the Customer terminates this Contract Offer, termination liability charges shall apply in accordance with Section 41.88.8.

(3) The Telephone Company shall provide the existing Subject Services described in Section 41.88.2(B) at the rates and charges described in Section 41.88.5. Shared use credits as described in Section 33.3.2(L) will not apply.

(4) The Telephone Company shall allow for the provisioning of DS3 Switched Transport Facilities as described in Section 6.5.1 on the Subject Services listed in Section 41.88.2(B) provided under this Contract Offer.

(C) Billing Incentive Credits (BIC)

The Telephone Company shall provide a monthly Billing Incentive Credit (BIC) to the Customer under this Contract Offer. The BIC shall be based on the sum of the Monthly Recurring Charges (MRCs) for the eligible BIC services on the Customer Service Record (CSR) portion of the bill, less the BIC Threshold, as described herein.

(1) The BIC shall commence October 1, 2006. Services billed prior to commencement shall not be eligible for BIC.

(2) The BIC Threshold shall be $165,000.

(3) The Telephone Company shall provide a report on a monthly basis for the BIC-eligible billing.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.88 Contract Offer No. 88 – ReliaNet Service Offer (Cont'd)

41.88.4 Terms and Conditions (Cont'd)

(C) Billing Incentive Credits (BIC) (Cont'd)

(1) For purpose of this Contract Offer, the monthly BIC-eligible billing shall be based on the total MRCs appearing on the CSR portion of the Customer's bill for the following services:

Service	**Applicable USOC**
Section 6.5.1 – Switched Transport Facilities	
Entrance Facility - DS1	EF2BX
Entrance Facility - DS3 Electrical	EF2CX
Entrance Facility - DS3 Optical	EF2DX
Direct-Trunked Transport - DS1	1YTCX
Direct-Trunked Transport - DS3	1YTDX
DS3 to DS1 Multiplexing	MKW3X
Section 7.3.10 – High Capacity Service	
Channel Termination	TMECS
Channel Mileage	1L5XX
Section 20 – MegaLink Custom Service	
DS3 to DS1 Multiplexing	MKM
Section 31.3 – ReliaNet Service	
MAC Opt. B, SVO (12)	N8PBX
AC - Off-Net per DS1 Chan.	NOF14
AC - On-Net (Opt. 1) per DS1 Chan.	NOLXX
AC - On-Net (Opt. 1) per DS1 Chan.	NYAXX
AC - Intra-MAC per DS1 Chan.	NOCXX

(2) The BIC shall be calculated by the 10th of each month, and shall be equal to the difference between the prior month's BIC-eligible billing minus the BIC Threshold, multiplied by thirty (30) percent. The Customer shall not qualify for the BIC with respect to any month for which the BIC Threshold is greater than the BIC-eligible billing. Applicable credits shall be applied to the Customer's bill within sixty (60) days of calculation.

Example: If the monthly BIC eligible billing equals $200,000, then the BIC shall be calculated as:

($200,000 - $165,000) X 30% = $10,500

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.88 Contract Offer No. 88 – ReliaNet Service Offer (Cont'd)

41.88.5 Rates and Charges

The following Monthly Recurring Charge (MRC) shall apply to the ReliaNet MAC Opt. B, SVO (12) Subject Services provided under this Contract Offer.

ReliaNet	**Applicable USOC**	**MRC**
MAC Opt. B, SVO (12)	N8PBX	$4,126.88

Any rate element not described herein will be subject to the rates and charges provided in SWBT Tariff F.C.C. No. 73, Section 39.5.2.13.

41.88.6 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all 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, shall continue to be maintained at the same volume, rates, 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.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.88 Contract Offer No. 88 - ReliaNet Service Offer (Cont'd)

41.88.7 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to SWBT Tariff F.C.C. No. 73, Section 2.1.2, the Telephone Company shall acknowledge such transfer or assignment if the criteria in Section 2.1.2 are met, unless (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) 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 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 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 "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.88 Contract Offer No. 88 - ReliaNet Service Offer (Cont'd)

41.88.8 Termination Liability

The termination liability language contained below applies in lieu of the termination liability language described in Section 31.3. Termination charges shall become due as of the effective date of the termination.

(A) If the Customer terminates this Contract Offer or is not in compliance with the terms and conditions of this Contract Offer, the Customer shall be liable for a termination charge which shall be equal to $20,634 per month for the balance of the Term Period. The termination charge shall be calculated as $20,634 multiplied by (months remaining in Term Period).

Example: The Contract Offer is terminated after thirty-six (36) months, and has twenty-four (24) months remaining in the Term Period. The termination charge shall be:

$20,634 X 24 = $495,216 Termination Charge

Upon termination of this Contract Offer, the Subject Services shall be subsequently provided under the prevailing applicable monthly extension rates found in Section 39.5.2.13(A)(7).

(B) If the Customer terminates individual Subject Services provided under this Contract Offer during the Term Period, the Customer shall be liable for a termination charge which shall be equal to fifty (50) percent of the MRC for the terminated Subject Services for the balance of the Term Period. The termination charge shall be calculated as (MRC) multiplied by (months remaining in the Term Period) multiplied by 50%.

Example: The MRC equals $4,126.88, and the Subject Service is terminated after thirty-six (36) months and has twenty-four (24) months remaining in the Term Period. The termination charge shall be:

($4,126.88 X 24) X 50% = $49,522.56 Termination Charge

ACCESS SERVICES

41. [1]

[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 89 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

ACCESS SERVICE

41. [1]

[1] See footnote (1) on page 41-817.

ACCESS SERVICE

41. [1]

[1] See footnote (1) on page 41-817.

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[1] See footnote (1) on page 41-817.

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[1] See footnote (1) on page 41-817.

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41. [1]

[1] See footnote (1) on page 41-817.

ACCESS SERVICES

41. [1]

[1] Material previously contained in this section has been deleted. DSRS services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 90 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

ACCESS SERVICE

41. [1]

[1] See footnote (1) on page 41-823.

ACCESS SERVICE

41. [1]

[1] See footnote (1) on page 41-823.

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[1] See footnote (1) on page 41-823.

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[1] See footnote (1) on page 41-823.

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41. [1]

[1] See footnote (1) on page 41-823.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer

41.91.1 General Description

Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Contract Offer No. 91) is an access discount plan that provides Customers with Incentive Discounts and Portability Incentives (as defined in Section 41.91.4) in accordance with the Terms and Conditions as set forth in Section 41.91.3

41.91.2 Services Available For WAMS-VIP Offer

(A) Contract Offer No. 91 applies to qualified access services contained in Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73 (Qualified Access Services), listed in Table A, below:

Table A

Service	General Basic Description	Rates and Charges	
MegaLink Data Services	7.3.9	7.3.9(F)	39.5.2.6
High Capacity Service	7.3.10	7.3.10(F)	39.5.2.7
Self-Healing Transport Network (STN)	19.1	19.4	39.5.2.11
MegaLink Custom Service	20.1	20.5	39.5.2.12
(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)
Broadband Circuit Service (BCS)	35.1	35.3	39.5.2.14
(1)	(1)	(1)	(1)
ReliaNet Service	31.3	31.3.3	39.5.2.13
(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)

(B) When additional Qualified Access Services are added to the services available under SWBT Tariff F.C.C. No. 73, all billed, recurring revenues for such additional Qualified Access Services will be added to this Contract Offer No. 91 for the purposes of calculating the Incentive Discounts and Portability Incentives included in this Contract Offer No. 91.

(C) All terms and conditions for the Qualified Access Services are governed by the respective tariff sections, except as noted in this Contract Offer No. 91.

(1) Material previously contained in this section has been deleted. DSRS, GigaMAN, MON, and OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 91 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.3 WAMS-VIP Offer Terms and Conditions

The following Terms and Conditions apply to this Contract Offer No. 91:

(A) Eligibility Criteria

(1) The Qualified Access 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);

(2) The Customer must have billed recurring revenues for Qualified Access Services to establish a Baseline Minimum Annual Revenue Commitment of $79,932,000 (Baseline MARC) for Qualified Access Services, which includes a Baseline SONET Minimum Annual Revenue Commitment (Baseline SONET MARC) of $45,334,000 for SONET Services and does not include any billed recurring revenues for Qualified Access Services that are part of the Customers MVP commitment;

(3) Incentive Discounts earned by the Customer under this Contract Offer No. 91 shall be applied in the form of a credit to the Customer's bill(s) for Qualified Access Services, located in the following Metropolitan Statistical Areas (MSAs) where the Telephone Company has been granted pricing flexibility as listed in SWBT Tariff F.C.C. No. 73, Section 21:

Fayetteville-Springdale, Fort Smith, Little Rock and Memphis, Arkansas; Kansas City, Topeka, Wichita, and Non MSA, Kansas; Kansas City, Springfield, Joplin, St. Joseph, St. Louis, and Non-MSA, Missouri; Lawton, Oklahoma City and Tulsa, Oklahoma; Abilene, Amarillo, Austin/San Marcos, Beaumont, Brownsville/Harlingen, Corpus Christi, Dallas/Fort Worth, El Paso, Houston, Longview/Marshall, Lubbock, McAllen/Edinburg, Midland, San Antonio, Tyler, Waco and Wichita Falls, Texas;

(4) All traffic on the Qualified Access Service(s) must originate or terminate on a wireless carrier's network; and

(5) The Customer must have a minimum MVP revenue MARC of $34,981,000.

(6) The Telephone Company shall waive termination liability pursuant to Contract No. 82 for currently subscribed Customers under Contract No. 82 subscribing to this Contract Offer.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.3 WAMS-VIP Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions

(1) Revenue commitments are based on billed, recurring charges for the Qualified Access Services, and specifically excludes any non-recurring charges and Incentive Discounts earned under this Contract Offer No. 91;

(2) The Customer must maintain a Baseline Minimum Annual Revenue Commitment of $79,932,000 (Baseline MARC) for Qualified Access Services, which includes a Baseline SONET Minimum Annual Revenue Commitment of $45,334,000 for SONET Services (Baseline SONET MARC);

(3) Contract Offer No. 91 Incentive Discounts and Portability Incentives are in addition to, and do not alter, any of the existing service discount/term plans available in the Telephone Company's respective tariffs, except that billed, recurring revenues that are discounted under this Contract Offer No. 91 are not eligible under the Managed Value Plan (MVP) offered in SWBT Tariff F.C.C. No. 73, Section 38, nor are billed, recurring revenues under MVP eligible for discounts under this Contract Offer No. 91;

(4) The Customer can convert one hundred percent (100%) of their billed, recurring revenues that are discounted under MVP to Contract Offer No. 91 according to the provisions set forth in Section 41.91.4;

(5) Current WAMS-VIP Customers, subscribing to SWBT Tariff F.C.C. No. 73, Section 41.22, can terminate their current Contract Offer No 22 and subscribe to this Contract Offer No. 91 without incurring termination liability charges, provided all Terms and Conditions of this Contract Offer are met;

(6) The Telephone Company reserves the right to change rates for Qualified Access Services included under Contract Offer No. 91, but in the event of such rate modifications, no change will be made to the Baseline MARC or the Baseline SONET MARC;

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.3 WAMS-VIP Offer Terms and Conditions (Cont'd)

(B) Terms and Conditions (Cont'd)

(7) Qualified Access Services are subject to certain rates, charges and general terms and conditions in other sections of SWBT Tariff F.C.C. Tariff No. 73 (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services), and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. however, such tariff modifications will not change the Terms and Conditions described in Contract Offer No. 91;

(8) This Contract Offer No. 91 is available July 13, 2006 through August 13, 2006;

(9) The Customer must meet the criteria described for in Incentive Discounts and Portability Incentives, as provided in Section 41.91.4; and

(10) To subscribe to Contract Offer No. 91, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company. The LOS shall contain the effective date ("Effective Date") and the Access Customer's Name Abbreviation(s) (ACNA), and must be signed by the Customer and the Telephone Company's representative.

(C) Term Period

The contract term (Term Period) is eighty-four (84) months commencing on the Effective Date. Each twelve (12) month period beginning with the Effective Date shall be a Term Year. At the end of the Term Period, the Incentive Discounts and Portability Incentives provided in this Contract Offer No. 91 shall be discontinued. This offer is not renewable.

41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.4 WAMS-VIP Offer Incentive Discounts

The Customer will be eligible for the following Incentive Discounts and/or Portability Incentives (collectively "Incentives") under this Contract Offer No. 91 during each of the Term Years:

Incentive Discount Commitment Credit (IDCC),
Incentive Discount Achievement Credit (IDAC),
Incentive Discount for SONET Services (SONET-ID),
Incentive Discount for WinBack Services (WinBack Incentive), and
Portability Incentive for DS1s and DS3s (Portability Incentive).

(A) Incentive Discount Commitment

In order to qualify for the IDCC, IDAC, SONET-ID and Portability Incentives, the Customer must maintain the "Incentive Discount Commitment" (IDC):

(1) Establishment of the IDC

(a) For Term Year One, the Customer's IDC will equal the Baseline MARC of $79,932,000.

(b) For Term Years Two through Seven the Customer's IDC will be the greater of:

(i) The Achieved Revenue Amount, as defined in Section 41.91.5, from the previous Term Year;

(ii) The IDC from the previous Term Year; or

(iii) The sum of the Achieved Revenue Amount from the previous Term Year plus the Shortfall IDAC Payment, when the Customer makes a Shortfall IDAC Payment, as defined in Section 41.91.4(C)(1)(e).

(2) Application of Incentive Discount Commitment
If, during the Annual True-Up, as defined in Section 41.91.5 (A), the Customer's Achieved Revenue Amount meets or exceeds the IDC, the Telephone Company will apply the IDCC, IDAC, SONET-ID and Portability Incentives for the following Term Year, provided the criteria in Section 41.91.4(B),(C),(D) and (F), respectively, are met.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(A) Incentive Discount Commitment (Cont'd)

(2) Application of Incentive Discount Commitment (Cont'd)

Example: In Term Year One, the Customer's Achieved Revenue Amount, determined by the Annual True-Up, equals $90,000,000 and the IDC is $79,932,000. Since the Achieved Revenue Amount exceeds the IDC, the Telephone Company would apply the IDCC, IDAC, SONET-ID and Portability Incentives in Term Year Two, based on the Customer's IDC for Term Year Two of $90,000,000.

(3) Notwithstanding the above, Incentives shall not be applied unless and until the Customer is current in paying (or properly disputing) all invoices submitted for payment by the Telephone Company for billed, recurring Qualified Access Services in accordance with SWBT Tariff F.C.C. No. 73, Section 2.

(B) Incentive Discount Commitment Credit for Qualified Access Services

For each Term Year, the Customer will be eligible for an "Incentive Discount Commitment Credit" (IDCC) according to Table B, as per sub-section (1) on the following page.

Table B

IDC- Level	IDC Ranges			IDCC
1	$ 79,932,000	up to	$ 87,924,999	$ 879,000
2	$ 87,925,000	up to	$ 96,717,999	$ 1,209,000
3	$ 96,718,000	up to	$ 103,971,999	$ 1,560,000
4	$ 103,972,000	up to	$ 111,769,999	$ 1,956,000
5	$ 111,770,000	up to	$ 120,151,999	$ 2,403,000
6	$ 120,152,000	up to	$ 129,163,999	$ 2,906,000
7	$ 129,164,000	up to	$ 135,621,999	$ 3,391,000
8	$ 135,622,000	up to	$ 142,402,999	$ 3,916,000
9	$ 142,403,000	up to	$ 149,522,999	$ 4,486,000
10	$ 149,523,000	up to	$ 156,999,999	$ 5,102,000
11	$ 157,000,000	up to	$ 160,924,999	$ 5,632,000
12	$ 160,925,000	up to	$ 164,947,999	$ 6,186,000
13	$ 164,948,000	up to	& Higher	$ 8,247,000

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(B) Incentive Discount Commitment Credit for Qualified Access Services (Cont'd)

(1) Application of Incentive Discount Commitment Credit

(a) The Telephone Company will apply the IDCC to the Customer's bill(s) for Qualified Access Services in those Term Years for which the Customer qualifies for the IDCC per Section 41.91.4 (A), as follows:

(i) One-quarter of the IDCC will be applied thirty (30) days in arrears from the end of the First, Second and Third quarters of the Term Year, based on the IDCC determined under Section 41.91.4(B)(1)(b) and 41.91.4(B)(1)(c), below; and

(ii) One-quarter of the IDCC will be applied sixty (60) days in arrears from the end of the Fourth Quarter of the Term Year, as per the Annual True-Up described in Section 41.91.5.

(b) The IDCC applied during the first three (3) quarters of Term Year One shall be based upon IDC-Level 1.

(c) The IDCC applied during the first three (3) quarters for Term Years Two through Seven will be based upon the IDC-Level attained using the IDC established in Section 41.91.4 (A).

(C) Incentive Discount Achievement Credit for Qualified Access Service

For each Term Year, the Customer will be eligible for an Incentive Discount Achievement Credit (IDAC) according to Table C, below.

Table C

IDAC Level	IDAC Range			IDAC
1	$79,932,000	up to	$96,717,999	$ 14,507,800
2	$96,718,000	up to	$111,769,999	$ 17,675,000
3	$111,770,000	up to	$129,163,999	$ 21,027,000
4	$129,164,000	up to	$142,402,999	$ 24,412,000
5	$142,403,000	up to	$156,999,999	$ 26,914,000
6	$157,000,000	up to	$164,947,999	$ 28,966,000
7	$164,948,000	up to	& Higher	$ 29,691,000

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.80 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Achievement Credit for Qualified Access Service (Cont'd)

(1) Application of Incentive Discount Achievement Credit

(a) The Telephone Company will apply the IDAC to the Customer's bill(s) for Qualified Access Services in those Term Years for which the Customer qualifies for the IDAC per Section 41.91.4(A), as follows:

(i) Half of the IDAC will be applied thirty (30) days in arrears from the end of the First Quarter of the Term Year, and the remaining half of the IDAC will be applied thirty (30) days in arrears from the end of the Second Quarter of the Term Year.

(b) The IDAC applied during the First and Second Quarters of Term Year One shall be based upon IDAC-Level 1.

(c) The IDAC applied during the First and Second Quarters for Term Years Two through Seven will be based upon the IDAC-Level attained using the IDC as established in Section 41.91.4 (A).

(d) The IDAC corresponding to each IDAC-Level will be credited to the Customer as provided below:

(i) The IDAC corresponding to IDAC-Level 1 will be available to the Customer only once during the Term Period;

(ii) The IDAC corresponding to IDAC-Levels 2 through 7 will each be credited to the Customer only once during the Term Period, except when the Customer skips an IDAC-Level from one Term Year to the next Term Year;

(iii) If the Customer has skipped one (1) or more IDAC-Levels from one (1) Term Year to the next Term Year, the Customer will be eligible to receive the IDAC corresponding to the higher IDAC-Level more than once, provided that the Achieved Revenue Amount in the following Term Year remains within the IDAC Range of the higher IDAC-Level;

(iv) The number of times the Customer will be eligible for an IDAC corresponding to a given IDAC-Level shall be equal to the initial application of the IDAC plus the number of skipped IDAC-Levels;

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Achievement Credit for Qualified Access Service (Cont'd)

(1) Application of Incentive Discount Achievement Credit (Cont'd)

(d) (Cont'd)

(v) The Customer will not be eligible for the IDAC corresponding to a skipped IDAC-Level;

(vi) If the Customer achieves IDAC-Level 7 in any given Term Year, the IDAC corresponding to IDAC-Level 7 will be credited to the Customer in any subsequent Term Year in which the Customer qualifies for IDAC-Level 7.

For example, if at the end of Term Year One, the Customer's Achieved Revenue Amount equaled $130,000,000, the Customer would be eligible for an IDAC commensurate with IDAC-Level 4, skipping IDAC-Levels 2 and 3.

If, at the end of Term Years Two, Three and Four, the Customer's Achieved Revenue Amount is between $130,000,000 and $142,402,999, the Customer would be eligible for the IDAC corresponding to IDAC-Level 4 for each of those three Term Years. The Customer would not be eligible for the IDAC corresponding to IDAC-Level 4 in Term Years Five, Six or Seven.

(e) If the Customer's Achieved Revenue Amount from one Term Year is not sufficient for the Customer to qualify for an IDAC in the following Term Year, the Customer must make a shortfall payment (Shortfall IDAC Payment). The Shortfall IDAC Payment amount would equal the difference between the Achieved Revenue Amount and the minimum value of the IDAC Range for the next IDAC-Level that is still available to the Customer.

(i) The Telephone Company must notify the Customer within thirty (30) days of the end of the Term Year of any Shortfall IDAC Payment amount for the subsequent Term Year.

(ii) The Customer must make the Shortfall IDAC Payment within thirty (30) days after receiving said notification from the Telephone Company.

(i) Upon receipt of the Shortfall IDAC Payment, the Telephone Company will apply the IDAC for the First Quarter of the subsequent Term Year per Section 41.91.4 (C) (1).

(iv) If the Customer does not make the Shortfall IDAC Payment, no IDAC will be applied for the subsequent Term Year.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(D) Incentive Discount for SONET Services

The Customer is eligible for additional Incentive Discounts for SONET Services, "SONET-Incentive Discounts" (SONET-ID) at the end of each Term Year if the Customer's incremental billed, recurring revenues for SONET Services fall within one of the SONET-ID Levels set forth in Table D, below. The SONET-ID Level is the amount of SONET billed recurring revenues in a Term Year above the Baseline SONET MARC ($45,334,000).

Table D

SONET-ID Level	SONET-ID Ranges	SONET-ID Percentage Discount
1	$0 - $ 239,999	0%
2	$240,000 - $ 479,999	10%
3	$480,000 - $ 719-999	11%
4	$720,000 - $ 959,999	12%
5	$960,000- $1,199,999	13%
6	$1,200,000 - $1,439,999	14%
7	$1,440,000 - $1,679,999	15%
8	$1,680,000 or above	16%

The Telephone Company will apply the SONET-ID in the form of a credit to the Customer's bill(s) for Qualified Access Services sixty (60) days in arrears from the end of the Fourth Quarter of the Term Year.

Example:
The Customer has ended a given Term Year of Contract Offer No. 91, and the billed, recurring revenue for SONET Service equals $45,900,000. The SONET-ID for the Term Year is 11%, or $125,450.

$45,900,000 - $45,334,000 = $566,000 (incremental SONET-ID revenue) $566,000 X 11% = $62,260 (SONET-ID)

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(E) Incentive Discount for WinBack Services

If the Customer elects to obtain Qualified Access Service(s) located in MSAs where the Telephone Company has been granted pricing flexibility within the Operating Territory, in place of access service(s) that is provided by a carrier other than the Telephone Company or one of its affiliates, the Customer will receive a one-time credit equal to twenty percent (20%) of the first twelve (12) months billed, recurring revenue for that new Qualified Access Service (WinBack Incentive).

This WinBack Incentive credit will be applied in addition to the Incentives described in Sections 41.91.4(B),(C),(D) and (F).

(1) Eligibility Criteria for WinBack Incentive

(a) The Customer must present reasonable and verifiable information, which includes, but is not limited to, circuit detail or coordinated move orders to demonstrate the service being converted is currently being provided by a carrier other than the Telephone Company or its affiliates; and

The new Qualified Access Service(s) ordered must have a minimum term period of twelve (12) months for DS1 and DS3 orders and thirty-six (36) months for SONET services.

(2) Application of WinBack Incentive

(a) The Telephone Company will apply the credit to the Customer's bill(s) for Qualified Access Services that follow the end of the initial twelve (12) month period, thirty (30) days in arrears, as follows:

(i) When the Telephone Company and the Customer have identified the start date for the term period of the WinBack Qualified Access Service in a authorization letter, the initial twelve (12)month period will be the twelve (12) month period commencing on that start date; or

(ii) When the start date for the term period of the WinBack Qualified Access Service is established by the completion of an access service order, the initial twelve (12) month period will be the twelve (12) month period commencing on the day the access service order is completed.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.4 WAMS-VIP Offer Incentive Discounts (Cont'd)

(F) DS1/DS3 Portability Incentive

The Portability Incentive waives termination liability charges that would otherwise be assessed to the Customer for moves of DS1 and DS3 Qualified Access Services.

This Portability Incentive is in addition to the Incentives described in Sections 41.91.4(B),(C),(D) and (E).

(1) Eligibility Criteria for DS1/DS3 Portability Incentive

The following criteria must be met in order to receive the Portability Incentive:

(a) The Customer's DS1s and DS3s must meet the Minimum Period requirements, as established under SWBT Tariff F.C.C. No. 73, Section 2.5.4, at the previous location;
(b) The term period of the new circuit must be equal to, or greater than, the remaining term of the disconnected circuit;
(c) The disconnect and new service must be within the Operating Territory; and
(d) Any applicable DS1 Minimum Monthly Revenue Commitment (MMRC) level reductions (disconnect access service order), as established under SWBT Tariff F.C.C. No. 73, Sections 39.4 or Section 7.2, in one MSA, must be offset by an equal MMRC level increase (new access service order) in the new MSA.

(1) Quarterly Review of Disconnect Access Service Orders

If the Customer qualified for the Portability Incentive as set forth in Section 41.91.4 (A)(2), but cumulative "disconnect" access service orders exceeded "add" access service orders during the Term Year, as measured on a quarterly basis, the Customer will be assessed termination liability charges on the sum difference between the cumulative disconnect and add access service orders.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.5 WAMS-VIP Annual True-Up

(A) An annual true-up calculation is performed after each Term Year ("Annual True-Up") to establish any Fourth Quarter Incentive credits, adjustments or other payments that apply for the preceding twelve (12) month period, as determined by whether:

(1) The Customer maintained its Baseline MARC and Baseline SONET MARC during that Term Year; and

(2) The Customer earned the IDCC and IDAC received during the First, Second and Third Quarters of the Term Year ("Applied IDCC" and "Applied IDAC", respectively).

For the purposes of the Annual True-Up calculations, the Customer's billed, recurring revenue for Qualified Access Services during the Term Year will constitute the Customer's "Achieved Revenue Amount." The IDCC and/or IDAC earned using the Achieved Revenue Amount, compared to Table B, Section 41.91.4 (B) and Table C, Section 41.91.4 (C) will constitute the "Earned IDCC" and "Earned IDAC."

(B) Annual True-Up Calculations

(1) Baseline MARC Annual True-Up:
The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the Baseline MARC.

(a) If the Customer's Achieved Revenue Amount falls below the Baseline MARC, the Customer may pay the difference between the Baseline MARC and the Achieved Revenue Amount (Shortfall Payment).

(i) The Telephone Company will notify the Customer within thirty (30) days of the end of the Term Year of any Shortfall Payment.

(ii) The Customer may make the Shortfall Payment and return the difference between the Applied IDCC and the Earned IDCC, associated with the Baseline MARC, within thirty (30) days after receiving notification from the Telephone Company.

(iii) The following Term Year's IDC and IDCC will be determined as set forth in Section 41.91.4 (A) and (B).

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(1) Baseline MARC Annual True-Up: (Cont'd)

(a) (Cont'd)

Example of Baseline MARC Annual True-Up:
If the Customer's Achieved Revenue Amount in Term Year Five is $78,000,000, the Baseline MARC of $79,932,000 has not been met. The Customer may choose to pay the difference of $1,652,000 ($79,652,000 - $78,000,000) and repay the difference between the Applied IDCC and the Earned IDCC.

(b) If the Customer's Achieved Revenue Amount falls below the Baseline MARC for any given Term Year, and the Customer does not make the Shortfall Payment, this Contract Offer Subscription shall terminate and termination liability charges will apply, as described in Section 41.91.8(A).

(2) Baseline SONET MARC Annual True-Up:
The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the Baseline SONET MARC.

(a) If the Customer's Achieved Revenue Amount meets or exceeds the IDC, but the Baseline SONET MARC is not maintained, the Earned IDCC will be reduced ("IDCC Reduction"), as explained in subparagraphs (i) through (iii), below.

(i) The IDCC Reduction will be calculated by taking the Baseline SONET MARC, less the billed, recurring revenues for SONET Services for the Term Year, and multiplying that amount by ninety-five percent (95%), or (.95).

(ii) The Telephone Company will reduce the amount of the Earned IDCC, to be applied in the fourth quarter, by the IDCC Reduction. If the IDCC Reduction exceeds the value of the Fourth quarter IDCC, the Telephone Company will reduce the Applied IDCC in the subsequent Term Year by the remaining amount of the IDCC Reduction.

(iii) The following Term Year's IDCC will be determined as set forth in Section 41.91.4 (B).

41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(1) Baseline SONET MARC Annual True-Up: (Cont'd)

(a) (Cont'd)

Example of Baseline SONET MARC Annual True-Up:

If billed, recurring revenue for SONET Service equals $45,000,000, and the Achieved Revenue Amount equals $130,000,000, the IDCC Reduction would equal ((45,334,000 - $45,000,000)x.95)), or $317,300, and the Earned IDCC would be adjusted to $3,073,700 ($3,391,000 - $317,300).

The amount of the Fourth Quarter IDCC would equal $530,450 ($847,750 - $317,300).

(b) If the Baseline SONET MARC is not maintained by the Customer, as a result of SONET rate reductions and/or rate restructures that are directly attributed to actions of the Telephone Company and not attributed to the Customer, the IDCC Reduction will be zero (0).

(3) IDCC Annual True-Up:

The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the IDC.

(a) If the Customer's Achieved Revenue Amount meets or exceeds the IDC, the Telephone Company will determine the Earned IDCC and the Fourth Quarter credit amount. The Fourth Quarter credit amount will be the difference between the Earned IDCC and the Applied IDCC. The Customer would receive its Fourth Quarter payment, as set forth in Section 41.91.4(B)(1)(a)(ii).

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(3) IDCC Annual True-Up: (Cont'd)

(b) If the Customer's Achieved Revenue Amount falls below the IDC, the Customer may pay the difference between the Achieved Revenue Amount and the IDC ("Make-Up Payment"), or the Customer will refund the Applied IDCC to Telephone Company, as detailed below.

(i) The Telephone Company shall notify the Customer within thirty (30) days of the end of the Term Year of any Make-Up Payment.

(ii) The Customer shall pay the Make-Up Payment within thirty (30) days after receiving said notification from the Telephone Company.

(iii) The Telephone Company will apply the appropriate IDCC for the Fourth Quarter of the Term Year within thirty (30) days of receiving the Make-Up Payment. The Fourth Quarter credit amount will be the difference between the Earned IDCC and the Applied IDCC. The following Term Year's IDCC will be determined as set forth in Section 41.91.4(B).

(iv) If the Customer chooses not to make the Make-Up Payment, the customer will repay the Applied IDCC. Repayment is due thirty (30) days after notification from the Telephone Company as identified in subparagraph (i) above.

Example of IDCC Annual True-Up:

If the Achieved Revenue Amount for Term Year Three is $132,000,000, and the IDC is $130,000,000, the Earned IDCC would be $3,391,000. The IDCC applied for the Fourth Quarter would be equal to $3,391,000, less the Applied IDCC received by the Customer for the Term Year, or $847,750.

(4) IDAC Annual True-Up:

(a) For Term Years One through Seven, no Annual True-Up will be performed on the IDAC.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(5) MVP MARC Conversion Option:
To exercise the MVP MARC conversion option, the Customer shall send written notice to the Telephone Company thirty (30) days before the end of Term Years Two through Seven, and no later than six (6) months after MVP contract expiration. This option will not alter the terms or conditions of the MVP contract, including, but not limited to, any terms or conditions related to termination. If the Customer sends the required notice, then:

(a) The Telephone Company shall recalculate the Baseline MARC, IDC, IDC Ranges, IDCCs, IDACs and IDAC Ranges for the Term Years to the end of the Term Period to allow the combined current IDC and the converted MVP MARC to be covered under Contract Offer No. 91, subject to the following terms and conditions:
(i) One hundred percent (100%) of the Customer's current MVP MARC must be included in Contract Offer No. 91;
(ii) The Baseline MARC shall be set equal to one hundred percent (100%) of the MVP MARC, plus $79,932,000; and
(iii) The next Term Year's IDC shall be equal to one hundred percent (100%) of the MVP MARC, plus the IDC calculated in Section 41.91.5(B) (3).

(b) The IDC and IDAC Ranges shall be adjusted according to the following formula:

An MVP Option multiplier ("MVP Option Multiplier") shall be determined, which shall be equal to the ratio of the Combined IDC to the Customer's current IDC. The MVP Option Multiplier shall be applied to the minimum and maximum values of the IDC and IDAC Ranges associated with the IDC, and IDAC-Levels that are available to the Customer at the time of conversion, as defined in Section 41.91.4.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.5 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(5) MVP MARC Conversion Option: (Cont'd)

(b) (Cont'd)

Example:
IDC = $120,000,000
Current IDAC Level = 3
IDAC Range Minimum = $111,770,000
IDAC Range Maximum = $129,163,999

MVP MARC Revenue = $35,000,000
Combined IDC = $155,000,000 ($120,000,000 plus $35,000,000)
Option 1 Multiplier = 1.29 ($155,000,000/$120,000,000)
Combined IDAC Range Minimum = $144,183,300 ($111,770,000 multiplied by 1.29)
Combined IDAC Range Maximum = $166,621,559 ($129,163,999 multiplied by 1.29)

The MVP Option Multiplier shall be applied to the IDCC and the IDAC associated with the IDCC and IDAC-Levels, which remains available to the Customer at the time of conversion, to determine the Combined IDCC and IDAC Ranges.

Example:
IDC = $120,000,000
Current IDAC-Level = 3 IDAC = $ 21,027,000

MVP Multiplier = 1.29
Combined IDAC = $27,124,830 ($21,027,000 multiplied by 1.29)

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.6 WAMS-VIP Offer Merger/Acquisitions

(A) Assignment/Successors

(1) If the Customer wishes to assign or transfer its rights and obligations under this Contract Offer 91 ("Contract Offer Subscription"), the Telephone Company will permit such transfer or assignment if the criteria in SWBT Tariff F.C.C. No. 73, Sections 2.2.1(B) and (C) are fulfilled, unless the proposed assignee or transferee demonstrates a lack of credit worthiness under any of the criteria in (a), (b) or (c), below, or if the assignee or transferee or its parent has commenced, or had initiated against it, a voluntary receivership or bankruptcy proceeding.

(a) Any debt of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade as defined by the securities and exchange commission; or

(b) 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 a rating organization for a possible downgrade; or

(c) The proposed assignee or transferee 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

(i) Fair or below in a composite credit appraisal published by Dun and Bradstreet, or

(ii) High risk in a Paydex score as published by Dun and Bradstreet.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.6 WAMS-VIP Offer Merger/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) The Terms and Conditions of Contract Offer No. 91 shall continue in full force and effect if the Customer merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity (Transfer). After a Transfer, if the other entity also purchases Qualified Access Service(s) from the Telephone Company, either directly or through any affiliates, the Customer shall not include under the Contract Offer Subscription any of the billed, recurring revenue for the Qualified Access Services of the other entity in place as of the date the Transfer is finalized (Transfer Date), except as may be provided below.

Notwithstanding the foregoing, the Customer may choose, at its discretion, one of the options set forth in this subsection (i-ii), (Option), within the time period that is between twelve (12) months and twenty-four (24) months after the Transfer Date.

To exercise an Option, the Customer shall send written notice to the Telephone Company, within the time period described above, stating which Option the Customer selects. The date that the Customer sends that written notice shall be the "Option Exercise Date." None of the Options shall alter, in any way, the terms or conditions of any contract or tariff pursuant to which the other entity obtains Qualified Access Services from the Telephone Company, including but not limited to, any terms or conditions related to termination.

Option (i): The Customer and Telephone Company shall recalculate the Baseline MARC, Baseline SONET MARC, IDC, IDC Ranges, IDCCs, IDACs and IDAC Ranges (Key Numbers) for the period from the Option Exercise Date to the end of the Term Period to allow for the combined billed, recurring revenues for Qualified Access Services of the Customer and the merged or acquiring company to be covered under the Contract Offer Subscription, provided the following conditions are met:

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(1) One hundred percent (100%) of the total combined billed, recurring revenues for Qualified Access Services of the Customer and the other entity must be included in the Contract Offer Subscription;

(2) The Baseline MARC and Baseline SONET MARC will be adjusted according to the following formula:

(a) The Baseline MARC will be equal to one hundred percent (100%) of the other entity's billed, recurring revenues for Qualified Access Services for the three (3) months immediately preceding the Option Exercise Date, multiplied by four (4), plus 79,932,000.This shall be the "Combined Baseline MARC"; and

(b) The Baseline SONET MARC will be equal to one hundred percent (100%) of the other entity's billed, recurring revenues for Qualified Access Services that are SONET services for the three (3) months immediately preceding the Option Exercise Date, multiplied by four (4), plus $45,334,000. This shall be the Combined Baseline SONET MARC."

(3) The IDC for the remainder of the then-current Term Year will be adjusted according to the following formula:

The IDC will be equal to one hundred percent (100%) of the other entity's actual billed recurring Qualified Access Services revenues for
the three (3) months immediately preceding the Option Exercise Date multiplied by four (4), plus the Customer's current IDC. This shall be the "Combined IDC."

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(4) The IDC and IDAC Ranges will be adjusted according to the following formula:

The Option 1 multiplier ("Option 1 Multiplier"), which equals the ratio of the Combined IDC to the Customer's current IDC, will be applied to the minimum and maximum values of the IDC and IDAC Ranges associated with the IDC and IDAC-Levels that are still available to the Customer, as defined in Section 41.91.4.

Example:
IDC = $135,900,000
Current IDAC Level = 4
IDAC Range Minimum = $129,164,000
IDAC Range Maximum = $142,402,999

New Entity Revenue = $50,000,000
Combined IDC = $185,900,000 ($135,900,000 plus $50,000,000)
Option 1 Multiplier = 1.36 ($185,900,000/$135,900,000)
Combined IDAC Range Minimum = $175,663,040 ($129,164,000 multiplied by 1.36)
Combined IDAC Range Maximum = $193,668,079 ($142,402,999 multiplied by 1.36)

(5) The IDCCs and IDACs amounts will be adjusted according to the following formula:

The Option 1 Multiplier will be applied to the IDCC and the IDAC associated with the IDCC and IDAC-Levels which remain available to the Customer in order to determine the Combined IDCC and IDAC Ranges.

Example:
IDC = $135,900,000
Current IDAC-Level = 4
IDAC = $24,412,000

Option 1 Multiplier = 1.36
Combined IDAC = $33,200,320 ($24,412,000 multiplied by 1.36)

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(6) The Customer must have at least forty-eight (48) months remaining in the Term Period under the Contract Offer Subscription or, if less than forty-eight (48) months are remaining in the Term Period under the Contract Offer Subscription, the Term Period shall be automatically extended so that the Terms and Conditions of the Contract Offer No. 91 remain in effect for forty-eight(48) months after the Option Exercise Date; and

(7) The Telephone Company will recalculate the Key Numbers within sixty (60) days of the Option Exercise Date, with no credits being applied to the Customer's bill(s) during this sixty (60) day period. Starting with the remaining quarters, combined Key Numbers will be used to determine applicable IDCC and IDAC credit amounts.

(a) If the Option Exercise Date falls within the First, Second or Third quarter of the respective Term Year, the initial credit application of any eligible Combined IDCC and/or Combined IDAC will occur thirty (30) days after the Key Numbers are determined, or thirty (30) days in arrears of the end of the quarter, whichever is later; or

(b) If the Option Exercise Date falls within the Fourth quarter of the respective Term Year, the initial credit application of any eligible Combined IDCC and/or Combined IDAC will occur thirty (30) days after the Key Numbers are determined, or sixty (60) days in arrears of the end of the quarter, whichever is later.

Option (ii):The Contract Offer Subscription shall be terminated as set forth within Section 41.91.8 (A).

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets
If the Customer is required by a regulatory agency to divest any markets, market spectrum or customers ("Divested Market"), in connection with a Transfer, the Customer can request that Key Numbers be recalculated by the Telephone Company. The Customer shall send written notice to the Telephone Company within sixty (60) days of completing a market divestiture. The date the Customer sends that written notice shall be the "Divestiture Notice Date." The Telephone Company will recalculate the Key Numbers as described below:

(1) The Baseline MARC, IDC, IDCC Ranges and IDAC Ranges will be reduced, by either of the following methods, at the Customer's discretion ("Divested Revenue"):

(a) One hundred percent (100%) of the Divested Market's billed, recurring revenues for Qualified Access Services for the three (3) months immediately preceding the notification, multiplied by four (4); or

(b) A revenue amount that is less than the amount determined under subparagraph (a), above.

(2) The Baseline SONET MARC will be reduced, by either of the following methods, at the Customer's discretion ("Divested SONET Revenue"):

(a) One hundred percent (100%) of the Divested Market's billed, recurring revenues for Qualified Access Services that are SONET revenues for the three (3) months immediately preceding the notification, multiplied by four (4); or

(b) A revenue amount that is less than the amount determined under subparagraph (a), above.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) The IDCCs and IDACs will be reduced according to the following steps:

Step 1.
Determine the impact on total revenue by calculating the "Divestiture Percentage." The Divestiture Percentage is the percent change between the Pre-Divest and Post-Divest revenues. The "Pre-Divest Revenue" equals 100% of the Customer's billed, recurring revenues for Qualified Access Services for the three (3) months immediately preceding the notification, multiplied by four (4), or the Baseline MARC, whichever is greater. The "Post-Divest Revenue" equals Pre-Divest Revenue, minus the Divested Revenue from (B)(1) of this Section.

Example:
Pre-Divest Revenue =$137,900,000
Divested Revenue =$ 12,900,000
Post-Divest Revenue =$135,000,000 ($137,900,000 - $12,900,000)

Divestiture Percentage = 2%
(1-($135,000,000/$137,900,000))

Step 2.
Determine the SONET multiplier that results from the divested SONET revenue by the following:

(a) Determine the "Post-Divest SONET Revenue" amount by subtracting the Divested SONET Revenue, as identified in (B) (2) of this Section, from the Pre-Divest SONET Revenue. The "Pre-Divest SONET Revenue" equals 100% of the Customer's billed, recurring revenues for Qualified Access Services that are SONET services for the three (3) months immediately preceding the notification, multiplied by four (4), or the Baseline SONET MARC, whichever is greater.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) The IDCCs and IDACs will be reduced according to the following steps:

Step 2. (Cont'd)

(a) (Cont'd)

If the Post-Divest SONET Revenue amount meets or exceeds the Baseline SONET MARC ($45,334,000), the SONET multiplier equals 1.0.

Example:
Pre-Divest SONET Revenue =$47,500,000
Divested SONET Revenue = $ 500,000
Post-Divest SONET Revenue=$47,000,000

(a) If the Post-Divest SONET Revenue amount is less than the Baseline SONET MARC, the ratio of Post-Divest SONET Revenue to Post-Divest Revenue ("Post-Divest Ratio"), as identified in Step 1, will be determined.

Example:
Post-Divest Revenue =$135,000,000
Post-Divest SONET Revenue=$ 42,000,000
Post-Divest Ratio = 3%
($42,000,000/$135,000,000)

(c) If the Post-Divest Ratio is equal to or greater than 23%, the SONET multiplier equals 1.0.

(d) If the Post-Divest Ratio is below 23%, the ratio of Pre-Divest SONET Revenue, as identified in Step 2 (a), to total Pre-Divest Revenue ("Pre-Divest Ratio"), as identified in Step 1, will be determined.

Example:
Pre-Divest Revenue =$137,900,000
Pre-Divest SONET Revenue=$ 47,500,000
Pre-Divest Ratio = 35%
$47,500,000/$137,900,000)

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont’d)

41.91 Contract Offer No. 91 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont’d)

41.91.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont’d)

(3) The IDCCs and IDACs will be reduced according to the following steps: (Cont’d)

Step 2. (Cont’d)

(d) A SONET equalizer will be calculated by subtracting the Pre-Divest Ratio from 23% (“SONET Equalizer”). The SONET Equalizer will be added to the Post-Divest Ratio, resulting in a revised Post-Divest Ratio.

Example:
Pre-Divest Ratio = 35%
SONET Equalizer = -12% (23%-35%)
Post-Divest Ratio = 3%
SONET Equalizer= -12%
Revised Post-Divest Ratio = -9%

(e) The following SONET multipliers will be applied based upon the revised Post-Divest Ratio(s):

(i) 23% or greater, a SONET multiplier of 1.0 will be used;

(ii) Less than 23%, but equal to or greater than 20%, a SONET multiplier of 1.25 will be used;

(iii) Less than 20%, but equal to or greater than 10%, a SONET multiplier of 1.50 will be used; or

(iv) Less than 10%, a SONET multiplier of 2.0 will be used.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(3) The IDCCs and IDACs will be reduced according to the following steps: (Cont'd)

Step 3.

The Divestiture Percentage multiplied by the SONET multiplier will equal the percent reduction in the IDCCs and IDACs which remain available to the customer.

IDCC-Level =5
IDAC-Level =3
Divestiture%=2%
SONET Multiplier = 2.0 (assuming a revised Post-Divest Ratio of -9%)

Reduced IDCC = $2,306,880
($2,403,000 - ($2,403,000 x (.02 X 2.00)))

Reduce IDAC = $20,185,920
($21,027,000 - ($21,027,000 X (.02 X 2.00)))

(4) The Telephone Company will recalculate the Key Numbers within sixty (60) days of the Divestiture Notice Date. The recalculated Key Numbers will become effective once the Divested Market's, billed, recurring revenues for Qualified Access Service are no longer being billed to the Customer ("Divestiture Effective Date"). Starting with the remaining quarters of the Term Year as of the Divestiture Effective Date, the recalculated Key Numbers will be used to determine the applicable IDCC and IDAC amounts.

(a) If the Divestiture Effective Date falls within the First, Second or Third quarter of the respective Term Year, the initial credit application of any eligible Reduced IDCC and/or Reduced IDAC will occur thirty (30) days after the Key Numbers are effective, or thirty (30) days in arrears of the end of the quarter, whichever is later; or

41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.6 WAMS-VIP Offer Mergers/Acquisitions (Cont'd)

(B) Sale of Markets (Cont'd)

(4) (Cont'd)

(b) If the Divestiture Effective Date falls within the Fourth Quarter of the respective Term Year, the initial credit application of any eligible Reduced IDCC and/or Reduced IDAC will occur thirty (30) days after the Key Numbers are determined, or sixty (60) days in arrears of the end of the quarter, whichever is later.

41.91.7 WAMS-VIP Cell-Site Performance - Credits

(A) Description

Cell-Site Performance Improvement Credits are available to the Customer based upon the quality of service delivered during the Term Period, as set forth in subparagraph (1), below. The credits will be granted in the event that the Telephone Company's Contract Offer No. 91 service performance level objectives for cell-site DS1 Qualified Access Services are not met.

(1) The DS1 Qualified Access Services cell-site performance level parameters will be based on DS1 Percentage of Network Availability. The DS1 Percent of Network Availability will be calculated by determining the actual hours that the cell-site DS1 circuits are in service during a given month, compared to the total expected availability, and then aggregating those total hours over the course of a Term Year.

Example:

If a Customer had 100 circuits in service at the end of January and 110 at the end of February, their total hours of expected availability would be (31 days times 100 circuits, times 24 hours), plus (28 days, times 110 circuits, times 24 hours), or 148,320. This would be the denominator of the network availability equation.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.7 WAMS-VIP Cell-Site Performance - Credits (Cont'd)

(A) Description (Cont'd)

(1) (Cont'd)

Example: (Cont'd)

The numerator would be the total hours of outage based upon measured tickets reported to the Telephone Company, subtracted from the 148,320. If there were eight (8) reported failures averaging 3.5 hours per outage, the total hours of outage would be equal to twenty-eight (28). The resulting availability equation for those two (2) months will be ((148,320-28)/148,320, or 99.981%. A twelve (12) month aggregation using the same process as noted for two (2) months will be used to determine annual percent availability for a Customer.

(2) Table E, below, provides cell-site service performance targets, based on DS-1 Percentage of Network Availability, for each Term Year.

Table E

Term Year	% Network Availability
1	99.9830%
2	99.9854%
3	99.9877%
4	99.9900%
5	99.9900%
6	99.9900%
7	99.9900%

(B) At the Annual True-Up, if the Telephone Company annual results fail to meet the performance target, as specified in Table E, above, and the Customer has met the Baseline MARC, the Telephone Company will provide credits and services as follows:

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.7 WAMS-VIP Cell-Site Performance – Credits (Cont'd)

(B)(Cont'd)

(1) The Telephone Company will apply one hundred dollars ($100) in special construction credits for each measured trouble ticket reported to the Telephone Company during the Term Year for cell-site improvements. The special construction credits will be used to improve performance at mutually agreed upon Customer's cell sites that are performing below the DS-1 Percentage of Network Availability, as specified in Table E in this Section.

For example: special construction credits can be used to offset the cost of replacing copper with fiber at non-performing cell-sites; and

(2) The Telephone Company will provide the Customer the ability to purchase Automatic Loop Transfer service at twenty-five percent (25%) discount off the monthly recurring rates described in SWBT Tariff F.C.C. No. 73, Section 39.5.2, for those cell sites that fail to meet the performance target, as specified in Table E, in this Section.

41.91.8 Termination

The Customer's subscription to this Contract Offer No. 91 shall terminate if the Customer gives notice to Telephone Company, as set forth in the following paragraph, and as set forth elsewhere in this Contract Offer No. 91.

The termination liability charges described below shall apply if termination occurs because the Customer does not make a Shortfall Payment as described in Section 41.91.5 (B) (1), and/or the Customer elects to terminate its subscription to Contract Offer No. 91 for reasons other than described in Section 41.91.8(B).

If the Customer elects to terminate its Contract Offer Subscription during the Term Period, written notification must be provided to the Telephone Company indicating the Customer's intention to terminate its Contract Offer Subscription. This notification must include the date upon which the Customer wishes to terminate its Contract Offer Subscription.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.8 Termination (Cont'd)

(A) Termination Liability

Termination liability charges will consist of the sum of the following:

(1) Ten percent (10%) of the Baseline MARC, divided by twelve (12), then multiplied by the number of months remaining in the Term Period; plus
(2) Repayment of the IDCC, IDAC and SONET-ID given under Contract Offer No. 91 during the three (3) quarters preceding the termination date.

Example:

Customer with a Baseline MARC of $79,932,000, and an IDC of $135,806,000, terminates its Contract Offer Subscription after forty-eight (48) months and with thirty-six (36) months remaining in the eighty-four (84) month Term Period, and the Customer received IDCC and IDAC of $2,937,000 and $12,206,000, respectively, for the previous three quarters before termination. The termination liability charges would be:

(($79,932,000/12) X 10% X 36) + ($2,937,000 + $12,206,000) = $39,122,600 termination liability charge.

(B) Rate Reductions

If the tariffed rates for the Qualified Access Services are reduced by a cumulative total of twenty percent (20%) from the tariffed rates in effect as of the Effective Date (Initial Tariff Rates), either party may terminate the LOS by providing a sixty (60) day written notice to the other party. Termination liability charges will not apply.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.8 Termination (Cont'd)

(B) Rate Reductions (Cont'd)

To determine whether the 20% rate reduction has been met or exceeded, the Telephone Company shall perform an analysis within sixty (60) days following the Effective Date that details the Customer's inventory of Qualified Access Services and the Initial Tariff Rates (Initial Rate Analysis.)

Example: DS1-Initial Rate Analysis

Product Category/ Description	State	Zone	Term	Rate	Units	Total
DS1 - Channel Termination (CT)	TX	2	36	$25.00	4,000	$100,000
DS1 - Channel Mileage (CM-Fixed)				$21.00	1,600	$33,600
DS1 - Channel Mileage CM-Per Mile)				$16.40	1,000	$16,400
DS1 Total					6,600	$150,000

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.91 Contract Offer No. 91 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.91.8 Termination (Cont'd)

(B) Rate Reductions (Cont'd)

The Telephone Company shall also perform a similar exercise within sixty (60) days following each Term Year detailing the Customer's inventory from the Initial Rate Analysis and the end-of-year tariff rates (EOY Rate Analysis). The Customer and Telephone Company will then compare the Initial Rate Analysis to the EOY Rate Analysis to identify the percent change in the total, cumulative rates, if any.

Example: Initial Rate Analysis and EOY Rate Analysis Comparison

Product Category	Units	Initial Tariff Rates	EOY Tariff Rates	Rate Change
DS1	6600	$150,000	$122,000	
DS3	2000	$ 90,000	$ 70,000	
SONET	1000	$300,000	$200,000	
Total	9600	$540,000	$392,000	27%

27% = (1-($392,000/$540,000))

The quantity of units for each product category used in the Initial Rate Analysis and the EOY Rate Analysis will be calculated from the Qualified Access Service rate elements listed below:

(1) DS1 - Channel Terminations (CT), Channel Mileage (CM) fixed and Channel Mileage (CM) per mile;

(2) DS3 - CT, CM fixed, CM per mile and Multiplexing (MUX); and

(3) SONET - All SONET rate elements for Self-Healing Transport Network (STN), BCS, ReliaNet, [1] and [1] services.

[1] See footnote (1) on page 41-829.

ACCESS SERVICES

41. [1]

[1] Material previously contained in this section has been deleted. GigaMAN services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 92 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

41. [1]

[1] See footnote (1) on page 41-863.

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41. [1]

[1] See footnote (1) on page 41-863.

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41. [1]

[1] See footnote (1) on page 41-863.

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41. [1]

[1] See footnote (1) on page 41-863.

ACCESS SERVICES

41. [1]

[1] Material previously contained in this section has been deleted. OCN PTP services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 93 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. [1]

[1] See footnote (1) on page 41-868.

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41. [1]

[1] See footnote (1) on page 41-868.

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41. [1]

[1] See footnote (1) on page 41-868.

41. [1]

[1] See footnote (1) on page 41-868.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings

41.94 Contract Offer No. 94 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer

41.94.1 General Description

Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Contract Offer No. 94) is an access discount plan for which subscription is required to the following access tariffs: Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, The Southern New England Telephone Company (SNET) Tariff F.C.C. No.39 and Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1. Contract Offer No. 94 provides Customers with discounts and incentives (as defined in Section 41.94.6) in accordance with the Terms and Conditions as set forth in Section 41.94.4. (Nx)

To receive discounts under this Contract Offer, the Customer must meet Eligibility Criteria described in Section 41.94.3 and must comply with all Terms and Conditions of this Contract Offer. Contract Offer No. 94 requires eligible Customers to maintain a Baseline Minimum Annual Revenue Commitment (MARC) of $141,600,000, as described in Section 41.94.3(B), following. If during the Annual True-up the Customer’s billed recurring revenue for Qualified Access Services is less than the Baseline MARC, the Customer must remit the Make-up Payment as described in the Annual True-up process set forth in Section 41.94.7. If the Customer does not comply in all material respects with all Terms and Conditions of this Contract Offer No. 94, termination liability charges, in accordance with Section 41.94.10, will apply.

Contract Offer No. 94 will be available for subscription only from July 29, 2006 through August 29, 2006.

(x) Issued under Authority of Special Permission No. 06-028 of F.C.C.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.2 Services Available For WAMS-VIP Offer

(A) Contract Offer No. 94 applies to billed recurring revenues for the qualified access services contained in SWBT Tariff F.C.C. No. 73 (Qualified Access Services), listed in Table A, below:

Table A

Service	General Basic Description	Rates and Charges	
MegaLink Data Services	7.3.9	7.3.9(F)	39.5.2.6
High Capacity Service	7.3.10	7.3.10(F)	39.5.2.7
Self-Healing Transport Network (STN)	19.1	19.4	39.5.2.11
MegaLink Custom Service	20.1	20.5	39.5.2.12
(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)
Broadband Circuit Service (BCS)	35.1	35.3	39.5.2.14
(1)	(1)	(1)	(1)
ReliaNet Service	31.3	31.3.3	39.5.2.13
(1)	(1)	(1)	(1)
(1)	(1)	(1)	(1)

(B) When additional Qualified Access Services are added to the services available under SWBT Tariff F.C.C. No. 73, all billed, recurring revenues for such additional Qualified Access Services will be added to this Contract Offer No. 94 for the purposes of calculating the credits and incentives included in this Contract Offer No. 94.

(C) All terms and conditions for the Qualified Access Services are governed by the respective tariff sections, except as noted in this Contract Offer No. 94.

(1) Material previously contained in this section has been deleted. DSRS, GigaMAN, MON, and DSRS services formerly contained in this Contract Offer 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, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at www.att.com/guidebook. Contract Offer No. 94 shall remain in effect according to its existing terms and conditions for the duration of the existing term. Customers may refer to the base documents containing the rates, terms and conditions associated with existing contract (i.e., those in place prior to de-tariffing) on the Commissions' website http://svartifoss2.fcc.gov/prod/ccb/etfs/, effective December 31, 2007.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.3 WAMS-VIP Offer Eligibility Criteria

The following eligibility criteria must be met to subscribe to Contract Offer No. 94:

(A) Concurrent Subscription

The Customer must concurrently subscribe to Contract Offer No. 94 pursuant to the following tariffs:

(Nx)

(1) NBTC Tariff F.C.C. No. 1, Section 23, Contract Offer No. 9;
(2) PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 99;
(3) SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 28; and
(4) Ameritech Tariff F.C.C. No. 2, Section 22, Contract Offer No. 121.

(Nx)

Breach, cancellation or termination of any of these Contract Offers shall constitute a breach, cancellation or termination of all of these Contract Offers.

(B) The Customer must have billed recurring revenues for Qualified Access Services to establish a Baseline Minimum Annual Revenue Commitment (Baseline MARC) of $141,600,000;

(C) The Qualified Access 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); and

(D) All Qualified Access Service(s) must originate or terminate on a wireless carrier's network.

(x) Issued under Authority of Special Permission No. 06-028 of F.C.C.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.4 WAMS-VIP Offer Terms and Conditions

(A) Revenue commitments are based on billed, recurring charges for the Qualified Access Services and specifically exclude any non-recurring charges, incentives and discounts earned under this Contract Offer No. 94;

(B) The Customer must maintain a Baseline Minimum Annual Revenue Commitment (MARC) of $141,600,000 each Term Year of this Contract Offer No. 94;

(C) The Customer must maintain the Incentive Discount Commitment (IDC), as defined in Section 41.94.6.(A)(1) for Term Years 2 to 5 for Qualified Access Services;

(D) The Customer's Baseline MARC and IDC will include all billed recurring revenue for Qualified Access Services identified in Section 41.94.2, and shall be based on the sum of all of the billed recurring revenues for the Qualified Access Services, including all of the contract offers as described in Section 41.94.3(A);

(E) Incentives and discounts earned by the Customer under this Contract Offer No. 94 shall be applied in the form of a credit to the Customer's bill(s) for Qualified Access Services, located in the Metropolitan Statistical Areas (MSAs) where the Telephone Company has been granted pricing flexibility, as listed in SWBT Tariff F.C.C. No. 73, Section 39;

(F) Contract Offer No. 94 incentives and discounts are in addition to, and do not alter, any of the existing service discount/term plans available in the Telephone Company's respective tariffs, except that billed, recurring revenues that are discounted under this Contract Offer No. 94 are not eligible under the Managed Value Plan (MVP) offered in SWBT Tariff F.C.C. No. 73, Section 38, nor are billed, recurring revenues under MVP eligible for discounts under this Contract Offer No. 94;

(G) The Telephone Company reserves the right to change rates for Qualified Access Services included under Contract Offer No. 94, but in the event of such rate modifications, no change will be made to the Baseline MARC or the IDC, except as specified in Section 41.94.7;

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.4 WAMS-VIP Offer Terms and Conditions (Cont'd)

(H) Qualified Access Services are subject to certain rates, charges and general terms and conditions in other sections of SWBT Tariff F.C.C. Tariff No. 73 (Sections 2-General Regulations, 5-Ordering for Access Service, and 13-Additional Engineering, Additional Labor and Miscellaneous Services) and such terms and conditions may be modified through the filing of tariff changes at any time during the Term Period. However, such tariff modifications will not change the Terms and Conditions described in Contract Offer No. 94;

(I) This Contract Offer No. 94 is available July 29, 2006 through August 29, 2006;

(J) The Customer must meet the criteria described for Incentive Discounts and Portability Incentives, as provided in Section 41.94.6; and

(K) To subscribe to Contract Offer No. 94, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

41.94.5 WAMS-VIP Offer Term Period

The contract term (Term Period) is sixty (60) months commencing on the date the LOS is signed by the Customer . Each twelve month (12) period beginning with the LOS signature date shall be a Term Year. At the end of the Term Period, the discounts and incentives provided in this Contract Offer No. 94 shall be discontinued.

This offer is not renewable.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.6 WAMS-VIP Offer Incentives

The Customer will be eligible for the following Incentive Discounts and/or Portability Incentives (collectively "Incentives") under this Contract Offer No. 94 during each of the Term Years:

Incentive Discount Commitment Credit (IDCC);
Incentive Discount Plus Credit (IDPC); and
Portability Incentive for DS3s (Portability Incentive).

(A) Incentive Discount Commitment
In order to qualify for the IDCC, IDPC and Portability Incentives, the Customer must maintain the "Incentive Discount Commitment" (IDC):

(1) Establishment of the IDC

(a) For Term Year 1, the Customer's IDC will equal the Baseline MARC of $141,600,000, as described in Section 41.94.3(B);

(b) For Term Years 2 through 5, the Customer's IDC will be:

(i) The IDC from the previous Term Year; or

(ii) The IDC may be increased, at the Customer's election, effective with the beginning of the contract Term Year according to the IDC Levels in Table B, based on either the Achieved Revenue Amount, as defined in Section 41.94.7(A) or the Customer's billed recurring revenue for Qualified Access Services during the previous three (3) months times four (4).

(c) The Customer may elect, by providing written notice to the Telephone Company within sixty (60) days of the contract's Term Year end date, to increase the IDC:

(i) The IDC may be increased but never decreased;
(ii) The re-established IDC represents the Customer's IDC for the remainder of the Term Period; and
(iii) The IDC elected by the Customer cannot exceed the higher of the Achieved Revenue amount or the previous three (3) months billed recurring revenue for Qualified Access Services times four (4).

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.6 WAMS-VIP Offer Incentive Discounts (Cont'd)

(A) Incentive Discount Commitment (Cont'd)

(2) Application of Incentive Discount Commitment
If during the Annual True-Up, as defined in Section 41.94.7(A), the Customer's Achieved Revenue Amount meets or exceeds the IDC, the Telephone Company will apply the IDCC, IDPC and Portability Incentives during the following Term Year, provided the criteria in Section 41.94.6(B),(C) and (D), respectively, are met.

Example: In Term Year 1, the Customer's Achieved Revenue Amount, determined by the Annual True-Up, equals $147,000,000 and the IDC is $141,600,000. Since the Achieved Revenue Amount exceeds the IDC, the Telephone Company would apply the IDCC, IDPC and Portability Incentives in Term Year 2, based on the Customer's IDC for Term Year 2 of $141,600,000.

(3) Notwithstanding the above, Incentives shall not be applied unless and until the Customer is current in paying (or properly disputing) all invoices submitted for payment by the Telephone Company for billed, recurring Qualified Access Services in accordance with SWBT Tariff F.C.C. No. 73, Section 2.

(B) Incentive Discount Commitment Credit for Qualified Access Services

IDCC shall be calculated and awarded on an aggregate basis across the concurrently subscribed to contract offers as described in Section 41.94.3(A). If qualified for a IDCC, an award of the IDCC under this Contract Offer will satisfy any IDCC obligations of the concurrently subscribed to contract offers as described in Section 41.94.3(A), and an award of IDCC under such other contract offers shall satisfy any IDCC obligations under this Contract Offer No. 94.

The Customer will notify the Telephone Company in writing of the Billing Account Number(s) (BAN) and percentage of the IDCC awarded to be applied to each BAN(s) billing Qualified Access Services for the contract offers subscribed to in Section 41.94.3(A).

For each Term Year, the Customer will be eligible for an Incentive Discount Commitment Credit (IDCC) based on the sum of all billed recurring revenue for Qualified Access Services, including all of the contract offers as described in Section 41.94.3(A), according to Table B, following.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.6 WAMS-VIP Offer Incentive Discounts (Cont'd)

(B) Incentive Discount Commitment Credit for Qualified Access Services (Cont'd)

Table B:

IDC Level	IDC	IDCC
1	$141,600,000	$12,700,000
2	$179,900,000	$19,800,000
3	$194,200,000	$25,300,000
4	$209,800,000	$31,500,000
5	$226,600,000	$36,300,000

(1) Application of Incentive Discount Commitment Credit

(a) The Telephone Company will apply the IDCC to the Customer's bill(s) for Qualified Access Services in those Term Years for which the Customer qualifies for the IDCC per Section 41.94.6(A)(2),as follows:

(i) One-quarter (1/4) of the IDCC will be applied thirty (30) days in arrears from the end of the 1st and 3rd Quarters of the Term Year based on the IDCC determined under Sections 41.94.6(B)(1)(b)and 41.94.6(B)(1)(c), below;

(ii) One-quarter (1/4) of the IDCC will be applied by the end of the 2nd Quarter, based on the IDCC determined under Sections 41.94.6(B)(1)(b)and 41.94.6(B)(1)(c), below; and

(iii) One-quarter(1/4)of the IDCC will be applied sixty (60) days in arrears from the end of the 4th Quarter of the Term Year, through the Annual True-Up described in Section 41.94.7.

(b) The IDCC applied during the first three (3) quarters of Term Year 1 will be based on IDC Level 1.

(c) The IDCC applied during the first three (3) quarters of Term Years 2 through 5 will be based on the IDC Level established in Section 41.94.6(A).

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.6 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Plus Credit for Qualified Access Service

IDPC shall be calculated and awarded on an aggregate basis across the concurrently subscribed to contract offers as described in Section 41.94.3(A). If qualified for a IDPC, an award of the IDPC under this Contract Offer will satisfy any IDPC obligations of the concurrently subscribed to contract offers as described in Section 41.94.3(A), and an award of IDPC under such other contract offers shall satisfy any IDPC obligations under this Contract Offer No. 94.

The Customer will notify the Telephone Company in writing of the Billing Account Number(s) (BAN) and percentage of the IDPC awarded to be applied to each BAN(s) billing Qualified Access Services for the contract offers subscribed to in Section 41.94.3(A).

For each Term Year, the Customer will be eligible for an IDPC which applies to non-IDC revenues. Non-IDC revenues are the sum of all recurring revenues associated with the Qualified Access Services, including billed recurring revenues of all of the contract offers as described in Section 41.94.3(A) that exceed the Customer's IDC (which are listed as Levels in Table B) according to the ranges set forth in Table C.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.6 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Plus Credit for Qualified Access Service (Cont'd)

Table C:

IDC Level	Band	Non - IDCC Rev Min	Non - IDCC Rev Max	IDPC
1	1	$ 31,600,000	$ 38,299,999	$1,400,000
	2	$ 38,300,000	$ 52,699,999	$3,100,000
	3	$ 52,700,000	$ 68,199,999	$5,700,000
	4	$ 68,200,000	$ 84,999,999	$8,800,000
	5	$ 85,000,000	$ 103,099,999	$12,400,000
	6	$ 103,100,000	$ 122,699,999	$16,700,000
	7	$ 122,700,000	and above	$21,700,000
2	1	$ 7,200,000	$ 14,399,999	$1,700,000
	2	$ 14,400,000	$ 29,899,999	$3,800,000
	3	$ 29,900,000	$ 46,699,999	$6,900,000
	4	$ 46,700,000	$ 64,799,999	$10,600,000
	5	$ 64,800,000	$ 84,399,999	$14,900,000
	6	$ 84,400,000	$ 105,599,999	$20,000,000
	7	$ 105,600,000	and above	$25,700,000
3	1	$ 7,800,000	$ 15,499,999	$2,100,000
	2	$ 15,500,000	$ 32,299,999	$4,600,000
	3	$ 32,300,000	$ 50,499,999	$8,300,000
	4	$ 50,500,000	$ 69,999,999	$12,700,000
	5	$ 70,000,000	$ 91,199,999	$17,700,000
	6	$ 91,200,000	$ 113,999,999	$23,600,000
	7	$ 114,000,000	and above	$30,300,000
4	1	$ 8,400,000	$ 16,799,999	$2,500,000
	2	$ 16,800,000	$ 34,899,999	$5,400,000
	3	$ 34,900,000	$ 54,499,999	$9,800,000
	4	$ 54,500,000	$ 75,599,999	$15,000,000
	5	$ 75,600,000	$ 98,499,999	$20,900,000
	6	$ 98,500,000	$ 123,099,999	$27,700,000
	7	$ 123,100,000	and above	$35,500,000
5	1	$ 9,100,000	$ 18,099,999	$3,000,000
	2	$ 18,100,000	$ 37,699,999	$6,400,000
	3	$ 37,700,000	$ 58,799,999	$11,600,000
	4	$ 58,800,000	$ 81,699,999	$17,600,000
	5	$ 81,700,000	$ 106,299,999	$24,400,000
	6	$ 106,300,000	$ 132,999,999	$32,300,000
	7	$ 133,000,000	and above	$41,300,000

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.6 WAMS-VIP Offer Incentive Discounts (Cont'd)

(C) Incentive Discount Plus Credit for Qualified Access Service (Cont'd)

(1) Application of Incentive Discount Plus Credit

(a) The Telephone Company will apply the IDPC to the Customer's bill(s) for Qualified Access Services in those Term Years for which the Customer qualifies for the IDPC as provided in Section 41.94.6(C); and

(b) The IDPC corresponding to the IDC Level and IDPC Band will be credited to the Customer's bill sixty (60) days in arrears from the end of the 4th Quarter of the Term Year, through the Annual True-up described in Section 41.94.7.

(D) DS3 Portability Incentive

The Portability Incentive waives termination liability charges that would otherwise be assessed to the Customer for moves of DS3 Qualified Access Services.

This Portability Incentive will be applied in addition to the Incentives described in Sections 41.94.6(B) and(C).

(1) Eligibility Criteria for DS3 Portability Incentive

The Customer must meet the following criteria to receive the Portability Incentive:

(a) The Customer's DS3s must meet the Minimum Period requirements, as established under SWBT Tariff F.C.C. No. 73, Section 2.5.4, at the previous location;
(b) The Term Period of each new circuit must be equal to, or greater than, the remaining term of the disconnected circuit; and
(c) The disconnect and new service must be within the Operating Territory.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.6 WAMS-VIP Offer Incentive Discounts (Cont'd)

(D) DS3 Portability Incentive (Cont'd)

(2) Quarterly Review of Add and Disconnect Access Service Orders

The Telephone Company will perform quarterly reviews of the quantity of the DS3 "adds" and "disconnects" within the Telephone Company Operating Territory, as described in Section 41.94.3(C), as follows:

(a) If the Customer qualifies for the Portability Incentive as set forth in Section 41.94.6(A) and 41.94.6(D)(1), and the cumulative "add" access service orders exceed cumulative "disconnect" access service orders during the Term Year, as measured on a quarterly basis, the cumulative adds and the cumulative disconnects will carry over quarter to quarter within a Term Year until the number of cumulative disconnects exceeds the cumulative adds;

(b) If the Customer qualifies for the Portability Incentive as set forth in Sections 41.94.6(A) and 41.94.6(D)(1), but cumulative "disconnect" access service orders exceed cumulative "add" access service orders during the Term Year, as measured on a quarterly basis, the Customer will be assessed termination liability charges on the number of circuits by which cumulative disconnect orders, where termination liability charges are applicable, exceed cumulative add orders; or

(c) During the Term Year, if the Customer is assessed termination liability charges as a result of cumulative "disconnect" access service orders exceeding cumulative "add" access service orders in any quarter, as described in 41.94.6(D)(2)(b), above, no cumulative "disconnect" access service orders or cumulative "add" access service orders will carry over to the next quarter within that Term Year.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.6 WAMS-VIP Offer Incentive Discounts (Cont'd)

(D) DS3 Portability Incentive (Cont'd)

(2) Quarterly Review of Add and Disconnect Access Service Orders (Cont'd)

Example:
During a given Term Year:

If at the end of the 1st Quarter:
DS3 "adds" = 10
DS3 "disconnects" = 3
Quarter Termination Liability = 0 DS3's
(DS3 "adds" are greater than DS3 "disconnects")

If at the end of the 2nd Quarter:
Cumulative DS3 "adds" = 11 (1st qtr 10 plus 2nd qtr 1)
Cumulative DS3 "disconnects"= 12 (1st Qtr 3 plus 2nd Qtr 9)
Quarter Termination Liability = 1 DS3
(Cumulative DS3 "disconnects" are greater than Cumulative DS3 "adds")

Termination Liability assessed based on the last disconnect order provisioned during the 2nd Quarter. The 1st and 2nd Quarter cumulative DS3 "adds" and cumulative DS3 "disconnects" will not accumulate into the 3rd Quarter.

If at the end of the 3rd Quarter:

DS3 "adds" = 2
DS3 "disconnects" = 1
Quarter Termination Liability = 0 DS3's
(DS3 "adds" are greater than DS3 "disconnects")

If at the end of the 4th Quarter:

Cumulative DS3 "adds" = 5 (3rd Qtr 2 plus 4th Qtr 3)
Cumulative DS3 "disconnects" = 3 (3rd Qtr 1 plus 4th Qtr 2)
Quarter Termination Liability = 0 DS3's
(Cumulative DS3 "adds" are greater than Cumulative DS3 "disconnects")

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.7 WAMS-VIP Annual True-Up

(A) An annual true-up calculation is performed after each Term Year ("Annual True-Up") to establish any 4th Quarter Incentive credits, adjustments or other payments that apply for the preceding twelve-month (12) period, as determined by whether:

(1) The Customer maintained its IDC during that Term Year;
(2) The Customer earned the IDCC received during the 1st, 2nd and 3rd Quarters of the Term Year ("Applied IDCC"); and
(3) The Customer qualifies to receive an IDPC.

For the purposes of the Annual True-Up calculations, the Customer's billed, recurring revenue for Qualified Access Services during the Term Year will constitute the Customer's "Achieved Revenue Amount." The IDCC and/or IDPC earned using the Achieved Revenue Amount compared to Table B in Section 41.94.6(B) and Table C in Section 41.94.6(C) will constitute the "Earned IDCC" and "Earned IDPC."

(B) Annual True-Up Calculations

(1) IDC Impact - Divested Market(s):

If the Telephone Company divests or sells any market(s) and if the billed recurring revenues for the Qualified Access Services that are used for the purposes of calculating the IDC are reduced, as a result of the divestiture and/or sale of those market(s), the Telephone Company will recalculate the IDC and IDCC, if requested by the Customer in writing within ninety (90) days of the divestiture and/or sale, according to the following steps below:

Step 1.
Determine the impact on total revenue by calculating the "IDC Impact-Divested Market(s)Percentage." The IDC Impact-Divested Market(s) Percentage is the percent change between the IDC and the Customer's billed recurring revenues for Qualified Access Services that the Telephone Company was required to divest.

Example:
IDC = $141,600,000
Revenue divestiture by the Telephone Company =$10,000,000

IDC minus divestiture amount = $131,600,000

IDC Impact - Divested Market(s) Percentage = 7.07%
(1-($132,000,000/$141,600,000))

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.7 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(1) IDC Impact - Divested Market(s): (Cont'd)

Step 2:
The current Term Year's IDC will be adjusted by subtracting the dollar amount of the billed recurring revenues for Qualified Access Services that were divested by the Telephone Company. The IDCC for the current Term Year will be adjusted by the IDC Impact-Divested Markets Percentage and prorated from the time of divestiture.

Step 3:
The Telephone Company will recalculate the IDC(s) which remains available to the Customer (Table B) by subtracting the annualized dollar amount of the billed recurring revenues for Qualified Access Service that was divested by the Telephone Company.

Step 4:
The Telephone Company will recalculate the IDCC(s) which remains available to the Customer (Table B) by the ratio of the reduced IDC to the original IDC for each level.

Example:
Reduced IDC = $131,600,000
($141,600,000 - $10,000,000)

Reduced IDCC = $11,802,110
($12,700,000 - ($12,700,000 x 7.07%)

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.7 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(2) IDCC Annual True-Up:

The Telephone Company will determine whether the Customer's Achieved Revenue Amount meets, exceeds or falls below the IDC.

(a) If the Customer's Achieved Revenue Amount meets or exceeds the IDC, the Telephone Company will apply the appropriate 4th Quarter IDCC credit. The Customer will receive its 4th Quarter payment, as set forth in Section 41.94.6(B)(1)(a)(iii).

(b) If the Customer's Achieved Revenue Amount falls below the IDC, the Customer may pay the difference between the Achieved Revenue Amount and the IDC ("Make-Up Payment"). If the Customer has identified an "IDC Negative Impact," as defined in Subsection (c), following, that amount will be subtracted from the Make-up Payment.

(i) The Telephone Company will notify the Customer within thirty (30) days of the end of the Term Year of any Make-Up Payment.

(i) The Customer will pay the Make-Up Payment within thirty (30) days after receiving said notification from the Telephone Company.

(iii) The Telephone Company will apply the appropriate IDCC for the 4th Quarter of the Term Year within thirty (30) days of receiving the Make-Up Payment. The following Term Year's IDCC will be determined as set forth in Section 41.94.6(B).

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.7 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(2) IDCC Annual True-Up: (Cont'd)

(c) The Telephone Company will adjust the Make-up Payment at the Annual True-up, by the amount identified as a "Negative IDC Impact" revenue amount, if the IDC is missed due to the following "Negative IDC Impact" causes:

(i) If the tariff rates for the billed recurring revenues for the Qualified Access Services that are used for the purposes of calculating the IDC are reduced by a percentage that causes the Customer's billed recurring revenues for such Qualified Access Services to fall below the IDC; and/or

(ii) If the Customer terminates Qualified Access Service(s) as a result of one or more Excessive Service Outages, as defined in Section 41.94.10(B), and the billed recurring revenues for the Qualified Access Services that are used for the purposes of calculating the IDC are reduced, as a result of the Excessive Service Outage termination, by a percentage that causes the Customer's billed recurring revenues for such Qualified Access Services to fall below the IDC.

(d) If the Customer chooses not to make the Make-Up Payment, in Section 41.94.7(B)(2)(b)(ii), this Contract Offer shall be terminated and termination liability charges will apply, as described in Section 41.94.10(A).

Example of IDCC Annual True-Up:

If the Achieved Revenue Amount for Term Year 3 is $143,000,000 and the IDC is $141,600,000, then the IDCC would be $12,700,000. The IDCC applied for the 4th Quarter would be equal to $12,700,000 (which is $3,175,000 X 4) less the Applied IDCC received by the Customer for the Term Year.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.7 WAMS-VIP Annual True-Up (Cont'd)

(B) Annual True-Up Calculations (Cont'd)

(3) IDPC Annual True-Up:
The Telephone Company will determine whether the Customer's Achieved Revenue Amount exceeds the IDC.

(a) If the Achieved Revenue Amount exceeds the IDC, the revenue above the IDC will be used to determine the IDPC Band in Table C based on the IDC Level. The IDPC corresponding to the IDC Level and IDPC Band will be credited as per Section 41.94.6.(C), or

(b) If the Achieved Revenue Amount does not exceed the IDC, or if revenue above the IDC does not fall within an IDPC Band, as described in (a), above, no IDPC credit will be applied for the Term Year.

Example of IDPC Annual True-Up:

If the Achieved Revenue Amount for Term Year 1 is \$175,000,000 and the IDC is \$141,600,000 (IDC Level 1), the revenue above the IDC would equal \$33,400,000 (\$175,000,000 -\$141,600,000). The IDPC applied in the 4th Quarter would be \$1,400,000 per IDPC Band 1.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.8 WAMS-VIP Offer Merger/Acquisitions

(A) Assignment/Successors

(1) If the Customer wishes to assign or transfer its rights and obligations under this Contract Offer 94 ("Contract Offer Subscription"), the Telephone Company will permit such transfer or assignment if the criteria in SWBT Tariff F.C.C. No. 73, Sections 2.2.1(B) and (C) are fulfilled, unless the proposed assignee or transferee demonstrates a lack of credit worthiness under any of the criteria in (a), (b) or (c), below, or if the assignee or transferee or its parent has commenced, or had initiated against it, a voluntary receivership or bankruptcy proceeding.

(a) Any debt of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade as defined by the securities and exchange commission; or

(b) 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 a rating organization for a possible downgrade; or

(c) The proposed assignee or transferee 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:

(i) Fair or below in a composite credit appraisal published by Dun and Bradstreet, or

(ii) High risk in a Paydex score as published by Dun and Bradstreet.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.8 WAMS-VIP Offer Merger/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) The Terms and Conditions of Contract Offer No. 94 shall continue in full force and effect if the Customer merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity (Transfer). After a Transfer, if the other entity also purchases Qualified Access Service(s) from the Telephone Company, either directly or through any affiliates, the Customer shall not include under the Contract Offer Subscription any of the billed, recurring revenue for the Qualified Access Services of the other entity in place as of the date the Transfer is finalized (Transfer Date), except as may be provided below.

Notwithstanding the foregoing, the Customer may choose, at its discretion, one of the options set forth in Subsection Options (i) and (ii) following, within the time period that is between twelve (12) months and twenty-four (24) months after the Transfer Date.

To exercise an Option, the Customer shall send written notice to the Telephone Company, within the time period described above, stating which Option the Customer selects. The date that the Customer sends that written notice shall be the "Option Exercise Date." None of the Options shall alter in any way the terms or conditions of any contract or tariff pursuant to which the other entity obtains Qualified Access Services from the Telephone Company, including, but not limited to, any terms or conditions related to termination.

Option (i): The Customer and the Telephone Company shall recalculate the IDC, IDCC and IDPCs (collectively "Key Numbers") for the period from the Option Exercise Date to the end of the Term Period to allow for the combined billed, recurring revenues for Qualified Access Services of the Customer and the merged or acquiring company to be covered under the Contract Offer Subscription, provided the following conditions are met:

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.8 WAMS-VIP Offer Merger/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(1) One hundred percent (100%) of the total combined billed, recurring revenues for Qualified Access Services of the Customer and the other entity must be included in the Contract Offer Subscription;

(2) The IDC will be adjusted according to the following formula:

The IDC will be equal to one hundred percent (100%) of the other entity's billed, recurring revenues for Qualified Access Services for the three (3) months immediately preceding the Option Exercise Date, multiplied by four (4), plus the actual IDC at the time of merger. This shall be the "Combined IDC," and

(3) The IDC and IDCC amounts will be adjusted according to the following formula:

The Option 1 multiplier ("Option 1 Multiplier"), which equals the ratio of the Combined IDC to the Customer's current IDC and IDCC, will be applied to the values of the IDC and IDCC associated with the IDC and IDCC Levels that are still available to the Customer, as defined in Section 41.94.6.

Example:
IDC = $141,600,000
Current IDC Level = 1
IDCC = $12,700,000

New Entity Revenue = $33,400,000
Combined IDC = $175,000,000
($141,600,000 plus $33,400,000)

Option 1 Multiplier = 1.24
($175,000,000/$141,600,000)
Combined IDCC = $15,748,000
($12,700,000 multiplied by 1.24)

(4) The IDPC Bands, IDPC ranges and IDPC amounts will be adjusted using the Option 1 Multiplier.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.8 WAMS-VIP Offer Merger/Acquisitions (Cont'd)

(A) Assignment/Successors (Cont'd)

(2) (Cont'd)

Option (i): (Cont'd)

(5) The Customer must have at least thirty-six (36) months remaining in the Term Period under the Contract Offer Subscription, or if less than thirty-six (36) months are remaining in the Term Period under this Contract Offer Subscription, the Term Period shall be automatically extended so that the Terms and Conditions of the Contract Offer No. 94 remain in effect for thirty-six (36) months after the Option Exercise Date; and

(6) The Telephone Company will recalculate the Key Numbers within sixty (60) days of the Option Exercise Date, with no credits being applied to the Customer's bill(s) during this sixty (60) day period. Starting with the remaining quarters, combined Key Numbers will be used to determine applicable IDCC and IDPC credit amounts.

(a) If the Option Exercise Date falls within the 1st, 2nd or 3rd Quarters of the respective Term Year, the initial credit application of any eligible Combined IDCC will occur thirty (30) days after the Key Numbers are determined, or thirty (30) days in arrears of the end of the Quarter, whichever is later; or

(b) If the Option Exercise Date falls within the 4th Quarter of the respective Term Year, the initial credit application of any eligible Combined IDCC and/or Combined IDPC will occur thirty (30) days after the Key Number are determined, or sixty (60) days in arrears of the end of the Quarter, whichever is later.

Option (ii):
The Contract Offer Subscription shall be terminated as set forth within Section 41.94.10(A).

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.9 WAMS-VIP Performance - Credits

(A) Cell Site Performance

Cell site Performance Improvement Credits may be available to the Customer based on the quality of service delivered during the Term Period, as set forth in Subparagraph (2), following. The credits will be granted in the event that the Telephone Company's Contract Offer No. 94 service performance level objectives for cell site DS1 Qualified Access Services are not met.

For Term Year 1, the Telephone Company will apply a maximum of $600,000 in special construction credits to improve performance at mutually agreed cell sites that are performing below the DS1 Percentage of 99.9775% Network Availability. The special construction credits will not exceed $600,000 for the sum of all mutually agreed cell sites in all of the Contract Offers, as described in Section 41.94.3(A). This special construction credit will be available until Term Year 1 Annual True-Up.

(1) The DS1 Qualified Access Services cell site performance level parameters will be based on DS1 Percentage of Network Availability. The DS1 Percent of Network Availability will be calculated by determining the actual hours that the cell site DS1 circuits are in service during the Term Year compared to the total expected availability, and then aggregating those total hours over the course of a Term Year.

Example:

If a Customer had 100 circuits in service at the end of January and 110 at the end of February, their total hours of expected availability would be (31 days times 100 circuits, times 24 hours) plus (28 days, times 110 circuits, times 24 hours), or 148,320. This would be the denominator of the network availability equation.

The numerator would be the total hours of outage based on measured trouble found tickets reported to the Telephone Company, subtracted from the 148,320. If there were eight (8) reported failures totaling twenty-eight (28) hours of outage time, the resulting availability for those two (2) months will be equal to ((148,320-28)/148,320), or 99.981 percent.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.9 WAMS-VIP Performance – Credits (Cont'd)

(A) Cell Site Performance (Cont'd)

(2) Table D, below, provides cell site service performance targets, based on DS1 Percentage of Network Availability, for each Term Year.

Table D

Term Year	% Network Availability
1	99.9775%
2	99.9835%
3	99.9900%
4	99.9900%
5	99.9900%

(3) At the Annual True-Up, if the Telephone Company's annual results fail to meet the performance target for the Term Year, as specified in Table D, above, and the Customer has met the IDC, the Telephone Company will provide credits for products and services as follows:

(i) The Telephone Company will apply one hundred dollars ($100) in special construction credits for each measured trouble found ticket reported to the Telephone Company during the Term Year for cell site improvements. The special construction credits will be used to improve performance at mutually agreed cell sites that are performing below the DS1 Percentage of Network Availability as specified in Table D, above; and

(ii) The special construction credits will be available for nine (9) months following the Annual True-Up in any Term Year in which the Telephone Company failed to meet the performance target.

Example: Special construction credits can be used to offset the cost of replacing copper with fiber at non-performing cell sites.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.9 WAMS-VIP Performance - Credits (Cont'd)

(B) SONET Performance

SONET Performance incentives and credits are available to the Customer based on the services delivered and the quality of the services delivered to the Customer during the Term Period:

(1) If the Customer orders [1] from the Telephone Company, the Telephone Company will provide [1] by placing an additional [1] at one (1) Customer premise (designated by the Customer), at no charge to the Customer; and

(2) If within thirty (30) days after a new Self-Healing Transport Network (STN) and/or [1] network acceptance by the Customer, the new STN and/or [1] network experiences a failure due to installation or testing and the failure is caused by Telephone Company error or negligence the Telephone Company will waive the monthly billing of the service for three (3) months.

[1] See footnote (1) on page 41-874.

ACCESS SERVICE

41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 - Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.10 Termination

The Customer's subscription to this Contract Offer No. 94 shall terminate if the Customer elects to terminate this Contract Offer No. 94, or if the Customer materially breaches this Contract Offer, or any tariff governing any Qualifying Service provided pursuant to this Contract Offer No. 94, except as expressly provided to the contrary herein.

If the Customer elects to terminate its Contract Offer Subscription during the Term Period, the Customer must provide written notification to the Telephone Company indicating the Customer's intention to terminate its Contract Offer Subscription. This notification must include the date upon which the Customer wishes to terminate its Contract Offer Subscription.

(A) Termination Liability

Termination charges will be calculated as the percentage of all discounts given up to the time of termination as listed in Table E, below.

Table E:

Months	**Termination Liability %**
1 to 12	120%
13 to 24	75%
25 to 36	50%
37 to 48	25%
49 to 60	10%

Example:

The Customer terminates its Contract Offer Subscription after twenty-four (24) months, and the Customer received an IDCC of $25,400,000 for the previous twenty-four (24) months. The termination liability charges would be:

$25,400,000 X 75% = $19,050,000 termination liability charges.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.10 Termination (Cont'd)

(B) Excessive Service Outage Termination

An Excessive Service Outage occurs when the Customer's [1], or any self-healing ring-based Qualified Access Service experiences simultaneous equipment service interruptions of both the working and protection path of the network, and the service interruptions have not been excepted from treatment for a credit allowance under SWBT Tariff F.C.C. No. 73, Section 2.

(1) An Excessive Service Outage remedy will be available to the Customer if any of the following conditions apply:

(a) If, during any consecutive six (6) month period, there are more than two (2) Excessive Service Outages on an individual [1];

(b) If, during any consecutive twelve (12) month period, there are more than three (3) Excessive Service Outages on an individual [1]; and/or

(c) If Excessive Service Outages reach a cumulative total of twelve (12) hours in any period of thirty (30) consecutive calendar days on an individual [1].

[1] See footnote (1) on page 41-874.

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41. Pricing Flexibility Contract Offerings (Cont'd)

41.94 Contract Offer No. 94 – Wireless Advantage Managed Services Value Incentive Plan (WAMS-VIP) Offer (Cont'd)

41.94.10 Termination (Cont'd)

(B) Excessive Service Outage Termination (Cont'd)

(2) If an Excessive Service Outage occurs, the Customer shall have one of the following Excessive Service Outage remedies. The Customer shall elect one of these remedies within sixty (60) days after the end of the Excessive Service Outage, as defined in Section 41.94.10(B)(1), by providing written notice to the Telephone Company:

(a) All underlying tariff remedies for the outage will apply for each Excessive Service Outage with no monthly limitations;

(b) Any failed equipment that is responsible for an Excessive Service Outage will be replaced, at no charge to the Customer, and with no change in the Customer's Term Period; or

(c) The Customer may terminate its subscription to the [1] service which incurred the outage(s) without incurring termination liability charges, if applicable, by providing written notice to the Telephone Company. Termination will be effective within two hundred and forty (240) calendar days following delivery of written notice to the Telephone Company.

[1] See footnote (1) on page 41-874.