



December 8, 2008

Ms. Renee J. Jenkins
Docketing Division
The Public Utilities Commission of Ohio
180 East Broad Street
Columbus OH 43266-0573

Re: Case No. 07-464-TP-UNC
Case No. 90-5032-TP-TRF

Dear Ms. Jenkins:

On December 5, 2008, tariff pages for the Ameritech Operating Companies were filed with the Federal Communications Commission under Transmittal No. 1688. This filing in the FCC No. 2 Tariff became effective on December 6, 2008.

The filing was made by AT&T to introduce Contract Offer No. 183, Access Service Offer, an access discount plan which applies to qualified services included in the customer's Minimum Annual Revenue Commitment. Applicable tariff pages have been included in this filing.

These tariff pages can also be viewed on the FCC website at <http://svartifoss2.fcc.gov>. Once you have accessed the page, please follow the following steps to access this filing:

1. Click on FCC Electronic Filing and Public Access Systems.
2. Click on Electronic Tariff Filing System (ETFS).
3. Click on Public Access.
4. Click on the Browse Filed Tariff Documents block.
5. Click on the Browse Filed by an ILEC block.
6. Click on Ameritech Services.
7. Click on FCC 2 - Access Services.
8. Locate tariff pages for Transmittal No. 1688 and click on the block showing "Acrobat PDF" (third column from the left).

This process will provide you with the specific pages filed by SBC for Ohio.

Should you have any questions or require additional information, please contact me at 223-8184.

Very truly yours,

Susan Drombetta
Area Manager-Regulatory Affairs



Patrick Doherty
Director – Access Regulatory
Affairs
Four AT&T Plaza
Room 1921
Dallas, Texas 75202

FRN: 0005-0491-92

December 5, 2008

Transmittal No. 1688

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
Washington, D.C. 20554

Attention: Wireline Competition Bureau

The accompanying tariff material, issued by Ameritech Operating Companies (Ameritech) and bearing Tariff F.C.C. No. 2, is sent to you for publication in compliance with Sections 61.49, 61.55, 61.58(c), and 69.727 of the Commission's Rules and the requirements of the Communications Act of 1934, as amended. This filing is being submitted on one day's notice in compliance with Section 61.58(c) of the Commission's Rules and the requirements of the Communications Act of 1934, as amended.

This filing, under authority of special permission No. 08-024 scheduled to become effective December 6, 2008, consists of tariff pages as indicated on the following Check Sheets:

Tariff F.C.C. No.
2

Check Sheet Revision No.
1531st Revised Page 1
28th Revised Page 1.23
3rd Revised Page 1.24

With this filing Ameritech is proposing to introduce Contract Offer No. 183 – Access Service Offer, a multi-regional access discount plan, for which concurrent subscription is required to the following Access Tariffs: Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Contract Offer No. 145; The Southern New England Telephone (SNET) Tariff F.C.C. No. 39, Contract Offer No. 40; Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Contract Offer No. 157; and Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Contract Offer No. 183.

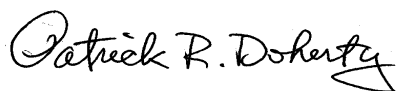
This Contract Offer No. 183 permits Customers that meet the Eligibility Criteria in Section 22.183.2, and the Terms and Conditions in Section 22.183.4, to purchase Subject Services in Section 22.183.2 and receive credits as listed in Section 22.183.6. This Contract Offer No. 183 requires eligible Customers to comply with a Minimum Annual Revenue Commitment (MARC), as described in Section 22.183.5. The MARC includes recurring revenues from all Contributory Services purchased from the Qualified Companies eligible under this Contract Offer and the concurrently purchased Contract Offers. This Contract Offer No. 183 is available for subscription from December 6, 2008 through January 6, 2009. This Contract Offer is not renewable.

In accordance with Section 61.14, this transmittal letter and associated attachments are being filed electronically today via the Federal Communications Commission's Electronic Tariff Filing System (ETFS) in compliance with the electronic filing procedures.

Payment in the amount of \$775.00 has been electronically transmitted to the U.S. Bank in St. Louis, Missouri, in accordance with the fee program procedures. The Form 159 is being transmitted electronically via ETFS as a proprietary document. These actions have been committed on the date established as the issued (filed) date as reflected above.

Personal or facsimile service petitions against this Transmittal, as required under Section 1.773(a)(4) of the Commission's Rules, should be sent to Linda Quarles, Associate Director - Tariff Administration, 3535 Colonnade Parkway North, Room E3D1, Birmingham, Alabama 35243, facsimile number (214) 858-0639. All other correspondence and inquiries concerning this Transmittal should be addressed to Anisa A Latif, Associate Director-Federal Regulatory, 1120 20th St., 10th Floor, Washington, D.C. 20036, facsimile number (202) 457-3071.

Sincerely,

A handwritten signature in black ink, reading "Patrick R. Doherty". The signature is written in a cursive style with a stylized "P" and "D".

Attachments:

Transmittal Letter
Tariff Pages

Title pages 1 and 2 and pages 1 to 846 inclusive of this tariff are effective as of the date shown.
Original and revised pages as named below and Supplement No. 339 contain all changes from the original tariff that are in effect on the date hereof.

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1.3	285th	9.1	1st	20.2	3rd
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1.8	109th	12	10th	25	1st
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1.11	61st	13.2	10th	28	11th
1.12	29th	13.3	12th	28.1	5th
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1.14	25th	13.5	37th	30	Original
1.15	53rd	13.6	39th	31	Original
1.15.1	3rd	13.7	44th	32	Original
1.16	63rd	13.8	28th*	33	Original
1.17	24th	13.9	4th	34	4th
1.18	33rd	14	3rd	34.1	1st
1.19	44th	15	16th	35	5th
1.20	43rd	15.1	10th	35.1	1st
1.21	45th	15.2	1st	36	8th
1.22	47th	16	12th	36.1	6th
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6.2	6th				

* New or Revised Page

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Issued: December 5, 2008

Effective: December 6, 2008

Four AT&T Plaza, Dallas, Texas 75202

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22-1346	2nd	22-1399	Original	23-10	4th	25-16	1st
22-1347	2nd	22-1400	Original	23-11	4th	25-16.1	Original
22-1348	2nd	22-1401	Original	23-12	2nd	25-17	3rd
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22-1351	2nd	22-1404	Original	23-15	4th	25-17.3	Original
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22-1354	Original	22-1407	Original	23-18	4th	25-17.6	Original
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22-1367	2nd	22-1420	Original	24-11	4th	25-22	2nd
22-1368	2nd	22-1421	Original	24-12	6th	26-1	3rd
22-1369	2nd	22-1422	1st	24-13	4th	26-2	3rd
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22-1376	Original	22-1429	Original*	24-19	2nd	26-9	2nd
22-1377	Original	22-1430	Original*	24-20	2nd	26-10	2nd
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23. ⁽¹⁾		

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

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22. Pricing Flexibility Contract Offerings

(N)

22.183 Contract Offer No. 183 – Special Access Service Offer22.183.1 General Description

Special Access Service Offer (Contract Offer No. 183) is an access discount pricing plan for which concurrent 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. 183 is available to any Customer with at least \$23 million in cumulative annual recurring revenue for Contributory Services, as defined in Sections 22.183.3(A) and 22.183.3(B), for purchases from the Telephone Company and the affiliated companies identified in Section 22.183.2(D). The Customer must meet the Eligibility Criteria set forth in Section 22.183.2, and also must comply with all Terms and Conditions of this Contract Offer.

(N)

(Nx)

(Nx)

(N)

Contract Offer No. 183 requires the Customer to establish and comply with a Minimum Annual Revenue Commitment (MARC) for each year of the three (3) year Term Period, as defined in Section 22.183.5(A). The MARC shall include all Contributory Services purchased from the Telephone Company and from the affiliated telephone companies identified in Section 22.183.2(D) of this Contract Offer. Contributory Services include Subject Services, as described in Section 22.183.3(A), and Non-Subject Services, as described in Section 22.183.3(B), herein. 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 AT&T wholesale sales channel (AT&T Wholesale Services).

Contract Offer No. 183 will only be available December 6, 2008 through January 6, 2009.

(N)

(x) Issued under Authority of Special Permission No. 08-024 of F.C.C.

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)22.183.2 Eligibility Criteria

- (A) To be eligible to subscribe to this Contract Offer, the Customer may not purchase services pursuant to MVP Offering in Section 19 or any other MARC-based contract offer or contract that includes Subject Services provided under this Contract Offer
- (B) During the calendar year prior to the Customer's subscription to this Contract Offer, the Customer's billed recurring charges for Switched Access Dedicated Transport Services shall have been no greater than \$125,000.
- (C) As of the date of the Customer's subscription to this Contract Offer, the Customer must be purchasing OPT-E-MAN¹ Service from the Telephone Company in two or more MSAs.
- (D) Concurrent Subscription

The Customer must concurrently subscribe to the following Contract Offers:

(N)

- (1) SWBT Tariff F.C.C No. 73, Section 41, Contract Offer No. 157;
- (2) PBTC Tariff F.C.C. No. 1, Section 33, Contract Offer No. 145; and
- (3) SNET Tariff F.C.C. No. 39, Section 25, Contract Offer No. 40.

(Nx)

(Nx)

(x) Issued under Authority of Special Permission No. 08-024 of F.C.C.

¹Opt-E-MAN services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. 07-180 released October 12, 2007, 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.

(This page filed under Transmittal No. 1688)

22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)22.183.3 Contributory Services

The Customer's revenues for purposes of determining the achievement of the MARC shall include eligible Contributory Services provided under this Contract Offer and the other contract offers to which concurrent subscription is required by Section 22.183.2(D). Contributory Services include Subject Services, as listed in Table 1, below, in addition to Non-Subject Services, as listed in Table 2, below.

Subject Services and Non-Subject Services shall together be known as Contributory Services for the purposes of this Contract Offer. The Customer's revenue, for purposes of determining the achievement of the MARC, includes recurring revenue from all Contributory Services, as listed in Tables 1 and 2, herein, and the equivalent services provided by the affiliated telephone companies listed in Section 22.183.2(D) of this Contract Offer.

(A) Subject Services

Contract Offer No. 183 applies to pricing-flexibility-qualified access services (Subject Services) contained in the following tariff sections as listed in Table 1, below:

Table 1

Service	General Description	Rates & Charges Phase I	Rates & Charges Phase II
Special Access DS1 and DS3 Services	7.2.9	7.5.9	21.5.2.7
Special Access Metallic Service	7.2.1	7.5.15	21.5.2.1
Special Access Telegraph Grade Service	7.2.2 (A)	7.5.15	21.5.2.2
Special Access Voice Grade Service	7.2.3 (A)	7.5.15	21.5.2.3
Switched Access Dedicated Transport Services	6.9.1		

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)22.183.3 Contributory Services (Cont'd)(A) Subject Services (Cont'd)

Contract Offer No. 183 applies to Subject Services (as listed above) located in the following Metropolitan Statistical Areas (MSAs):

- (1) The rates, Terms and Conditions of this Contract Offer shall apply to all Channel Terminations and Interoffice (Channel) Mileage, both Fixed and Per Mile associated with Subject Services, including Channel Terminations between the Telephone Company's end office and an end user premises (End User Channel Terminations) in the following MSAs:

Anderson, IN; Appleton, WI; Battle Creek, MI; Bloomington, IN; Champaign – Urbana, IL; Chicago, IL; Cincinnati, OH; Cleveland-Lorain-Elyria, OH; Columbus, OH; Decatur, IL; Detroit, MI; Eau Claire, WI; Evansville – Henderson, IN; Flint, MI; Grand Rapids, MI; Green Bay, WI; Hamilton – Middleton, OH; Indianapolis, IN; Jackson, MI; Janesville – Beloit, WI; Kalamazoo, MI; Kenosha, WI; Kokomo, IN; Lansing – East Lansing, MI; Louisville, IN; Madison, WI; Milwaukee, WI; Muncie, IN; Racine, WI; Rockford, IL; Saginaw – Bay City – Midland, MI; Sheboygan, WI; South Bend, IN; Springfield, IL; and Toledo, OH.

- (2) The rates, Terms and Conditions of this Contract Offer shall apply to Channel Terminations, Interoffice (Channel) Mileage - Fixed and Per Mile associated with Subject Services, except for End User Channel Terminations, in the following MSAs:

Akron, OH; Davenport – Rock Island – Moline, IL; Dayton-Springfield, OH; Fort Wayne, IN; Non-MSA, IN; Non-MSA, WI; St. Louis, IL; Peoria, IL; and Youngstown – Warren, OH.

- (3) If the Telephone Company is granted pricing flexibility relief in additional MSAs, any eligible Subject Services that the Telephone Company provides to the Customer, pursuant to this Contract Offer and 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 is granted the pricing flexibility in those additional MSAs, provided that the MARC increases to reflect the recurring annual revenues associated with the additional Subject Services, as described in Section 22.183.5.

(N)

(This page filed under Transmittal No. 1688)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)22.183.3 Contributory Services (Cont'd)(B) Non-Subject Services

Non-Subject Services shall be included in the MARC, but shall not otherwise be subject to the rates, Terms and Conditions of this Contract Offer. Non-Subject Services are listed in Table 2, below.

Table 2 – Non-Subject Services

Intrastate Special Access	Equivalent VG, DS0, DS1, DS3, Services
Includes all Recurring Charges and excludes Non-Recurring Charges associated with the products listed, where applicable, for all non-pricing flexibility qualified services.	

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 Services, and the Customer's purchases of such new or enhanced Contributory Services shall be included in the calculation of the MARC, subject to the Terms and Conditions set forth in this Contract Offer.

All terms and conditions for the Contributory 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 22.183.5.

(N)

(This page filed under Transmittal No. 1688)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)22.183.4 Terms and Conditions(A) Term Period

The term of this Contract Offer (Term Period) is three (3) years, commencing on the date the Telephone Company receives a Letter of Subscription (LOS). The Anniversary Date shall be the same date in each of the following two (2) years. Contract Offer No. 183 is not renewable.

(B) Other Terms and Conditions.

- (1) Contributory Services are subject to certain rates, charges, and general terms and conditions in other sections of Ameritech Tariff 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. 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.
- (2) Contract Offer No. 183 is available for subscription only from December 6, 2008 through January 6, 2009.
- (3) The Customer must submit a signed Letter of Subscription (LOS) to the Telephone Company. The LOS shall identify all ACNAs under which the Customer may order and purchase Contributory Services or Subject Services pursuant to this Contract Offer. Any services ordered or purchased under ACNAs not identified in the LOS may not be included in or transferred to this Contract Offer.
- (4) The Customer shall not purchase Subject Services in this Contract Offer pursuant to any future contract offer or other agreement, unless the future contract offer or other agreement expressly permits the inclusion of such Subject Services.
- (5) Commingling, as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6 of Subject Services under this Contract Offer, is prohibited.

(N)

(This page filed under Transmittal No. 1688)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)22.183.4 Terms and Conditions (Cont'd)(B) Other Terms and Conditions (Cont'd)

- (6) The Customer must pay billed charges in full throughout the Term Period, excluding amounts properly disputed. Disputed amounts will not be counted toward the Customer's satisfaction of the MARC. The Telephone Company will exhaust its remedies under Ameritech Tariff F.C.C. No. 2, Section 2.4.1 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, following that period, the Parties have exhausted attempts to resolve any pending disputes, or the Parties have resolved disputes and the Customer does not comply with 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 22.183.10, 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 Ameritech Tariff F.C.C. No. 2, Section 2.4.
- (7) The Customer will continue to receive the benefit of rate stability, if any, for any existing Subject Services currently under a term payment plan with the Telephone Company as provided for in the applicable tariff section from which the Subject Services were purchased.
- (8) If the Customer previously subscribed to Ameritech Tariff F.C.C. No. 2, Section 22, Contract Offer No. 136, the Telephone Company shall waive any termination liability charges that would otherwise apply pursuant to Contract Offer No. 136 as a result of the migration of Subject Services from Contract Offer No. 136 to this Contract Offer. Termination liability charges shall otherwise apply according to the terms of any applicable tariff. The Customer may migrate to this Contract Offer only services provided to the Customer under those ACNAs included in the Customer's LOS for the Contract Offer No. 136. Services purchased under other ACNAs or transferred from other ACNAs shall not be included in this Contract Offer.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)22.183.5 Minimum Annual Revenue Commitment (MARC)

This Contract Offer requires the Customer to establish and comply with a Minimum Annual Revenue Commitment (MARC) for each year of the Term Period, as defined in Section 22.183.5(A). The MARC shall include all Contributory Services purchased from the Telephone Company available under this Contract Offer, or from the affiliated companies identified in Section 22.183.2(D).

(A) Establishing the MARC

- (1) The Customer's Year 1 MARC, upon subscription to this Contract Offer, shall be \$23 million, or four (4) times the Customer's most recent three (3) months' recurring revenue prior to the beginning of the Term Period, whichever is greater.
- (2) The MARC will be re-established, effective on each Anniversary Date, beginning on the first anniversary. The MARC for Years 2 and 3 will be based on the Customer's actual monthly recurring revenue for all Contributory Services during the last three (3) months of the preceding year of the Term Period, multiplied by four (4), or the then-current MARC, whichever is greater.

Example 1: Term Period begins on January 1, 2009. The Year 1 MARC is established upon subscription at \$23 million. The Customer's actual revenue from October 1, 2009 to December 31, 2009 is \$6 million. The new Year 2 MARC, effective January 1, 2010, is \$24 million (\$6 million multiplied by 4 equals \$24 million.)

Example 2: The Year 2 MARC is \$24 million. The Customer's actual revenue to the Telephone Company from October 1, 2010 to December 31, 2010 is \$5.5 million. The new Year 3 MARC, effective December 1, 2010, is \$24 million. (The \$24 million MARC is due to the fact that the MARC recalculation cannot result in a MARC lower than the current MARC.)

(B) Inclusion of Subject Services

- (1) Revenues included in the MARC are limited to the following:
 - (a) Monthly billed recurring revenues, including (net of) any credits or discounts given under existing pricing plans (e.g., Term Payment Plan or Commitment Discount Plan), if applicable, for the Subject Services provided during the Term Period; or
 - (b) Any credits and adjustments made to monthly billed amounts for Subject Services which are purchased by the Customer during the Term Period.

All charges other than those listed in Section 22.183.5(B)(1) are excluded from the MARC.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)22.183.5 Minimum Annual Revenue Commitment (MARC) (Cont'd)(C) Inclusion of Additional Contributory Services

The Customer may, at its option, include in this Contract Offer any Contributory Services previously being provided to the Customer by the Telephone Company pursuant to an intrastate tariff, provided, however, that the MARC must be increased to reflect the recurring annual revenues associated with the additional Contributory Services, as provided in Section 22.183.5.

Example Year 1 MARC = \$23 million. If, during Year 1, Customer wishes to include \$2 million of annual spend currently purchased from the Telephone Company under another tariff or contract offer, and if those services qualify as Contributory Services, the new Year 1 MARC is \$25 million.

(D) Failure to Achieve the MARC

- (1) The Customer and the Telephone Company shall exchange information quarterly, and shall meet quarterly, if necessary, to review the Customer's progress toward achieving the MARC for the term years. The Customer and the Telephone Company will meet in the ninth month of each year of the Term Period to discuss and address, if necessary, compliance with the Terms and Conditions of the Contract Offer prior to the Anniversary Date.
- (2) If the Customer fails to comply with the MARC for any year during the Term Period, determined as of the Anniversary Date, the Customer will be required to remit an Annual True-up payment equal to the difference between the MARC and the Customer's actual billed recurring revenue for Contributory Services. The True-up calculation will be performed as follows:

MARC – Actual annual recurring revenues for Contributory Services =
Annual True-up Amount

If the Customer fails to submit its Annual True-Up payment to the Telephone Company within thirty (30) days after notification by the Telephone Company, the Customer shall be deemed to have terminated its Contract Offer No. 183, and termination charges will apply as set forth in Section 22.183.10.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)22.183.6 Discounts and Other Credits(A) Discount Schedule and Application

On each Anniversary Date, if the Customer has complied with the MARC and is otherwise in compliance with this Contract Offer, the Customer shall be eligible to receive an annual Billing Credit of seven and one-half (7.5) percent of the Annual Recurring Charges for Subject Services, up to a maximum of \$2,250,000. Billing Credits will be applied to the Customer's bill no later than ninety (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 will not be eligible for Billing Credits, unless and until such services have been made Additional Contributory Services as provided by this Contract Offer.

MARC levels will be rounded up or down to the nearest \$10,000.

Example: If the Customer meets the minimum MARC of \$23 million for the sum of all Contributory Services, and has Subject Services revenue of \$19,584,000, the Customer will be eligible to receive a credit of \$1,489,050.

$\$19,854,000 \times 7.5\% = \$1,489,050$

22.183.7 Non-Recurring Charges(A) Conversion of Existing and UNE Services

The Telephone Company will waive installation non-recurring charges (NRCs) associated with the conversion of UNEs or existing special access services to Subject Services purchased pursuant to this Contract Offer, except for Access Order charges.

In addition, the Telephone Company will waive NRCs associated with the conversion of existing UNE circuits which are converted to Special Access Services under the terms of this Contract Offer.

(B) New Subject Services

The Telephone Company will waive applicable installation NRCs for new Subject Services purchased pursuant to this Contract offer, except for Access Order Charges.

(C) To receive credits for installation NRCs as defined in 22.183.7(B), 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 22.183.5(A), and/or fails to pay the Annual True-Up as defined in Section 22.183.5(D), termination liability charges will apply as set forth in Section 22.183.10.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)22.183.7 Non-Recurring Charges (Cont'd)

- (D) 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.

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 Ameritech Tariff F.C.C. No. 2, Section 5.2.2 for Subject Services pursuant to this Contract Offer.

22.183.8 Portability

The Telephone Company will waive termination liability charges for moves and/or disconnection of 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:

- (A) The Customer must be in compliance with all Terms and Conditions of this Contract Offer;
- (B) The Customer shall be permitted to move and/or disconnect Subject Services from any of the identical Contract Offers, as described in Section 22.183.2(D);
- (C) DS1 Subject Services must have been in service for a minimum of one (1) month from the original installation date; and
- (D) DS3 Subject Services must have been in service for a minimum of one (1) year from the original installation date.

22.183.9 Mergers and Acquisitions Involving the Customer

The Terms and Conditions of this Contract Offer shall continue in full force and in effect notwithstanding any merger or acquisition affecting the Customer or the Telephone Company. 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.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)22.183.10 Termination Liability(A) Termination Liability Charges

Termination liability language, described below, applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2, Section 7. If the Customer terminates Contract Offer No. 183 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 ninety (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 22.183.2, or fails to meet any of the Terms and Conditions in Section 22.183.3, 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. 183, and termination liability charges will apply, as stated below, and will be payable pursuant to Ameritech Tariff F.C.C. No. 2, Section 2.4.

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, one-hundred (100) percent of all Discounts (including non-recurring charges and early termination charges) received under Contract Offer No. 183 for the preceding six (6) months immediately prior to the date of termination, plus the following schedule:

- (1) If terminated in Year 1, 12.5 percent of the Year 1 MARC for the remaining portion of Year 1, plus 12.5 percent of the Year 1 MARC for the remaining years of the Term Period.
- (2) If terminated in Year 2, 12.5 percent of the Year 2 MARC for the remaining portion of Year 2, plus 12.5 percent of the Year 2 MARC for Contract Year 3.
- (3) If terminated in Year 3, 10 percent of the Year 3 MARC for the remaining portion of Contract Year 3.

(N)

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22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

22.183 Contract Offer No. 183 – Special Access Service Offer (Cont'd)22.183.10 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 22.183.10 sets forth the sole and exclusive remedies for termination of this Contract Offer No. 183, 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 22.183.7 and 22.183.10.

(N)

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Summary: Letter of Notification FCC Tariff Filing electronically filed by Ms. Susan A Drombetta on behalf of AT&T Ohio