

EXCHANGE AREA RATE GROUPS

A. General

Rates for telephone exchange service are based on the number of main terminals in the local calling area of an exchange that can be called without a toll charge. The schedule of basic exchange rates is set forth in this Section.

B. Reclassification of Exchanges

When the number of main terminals in the local calling area of an exchange has either exceeded or fallen below the limits of its then effective rate classification by 5%, or for a period of six consecutive months, whichever shall first occur, the Company will file a verified Petition with the Indiana Utility Regulatory Commission of Indiana setting forth the facts with respect thereto, and also the number of calls per 100 attempts on which a subscriber of the exchange may be expected to encounter a busy condition on local calls during the "busy hour" due to trunks or equipment, together with the number of subscribers per line by class of service offered, and requesting authority to reclassify said exchange to the proper rate classification.

C. Rate Classifications

Rate classifications based on the number of main terminals in the local calling area are as follows:

<u>Rate Classifications</u>	<u>Main Terminals</u>
1	1 to 60,000
2	60,001 to 216,000
L	216,001 to 350,000
3	350,001 and above

A list of all exchanges of this Company showing the effective rate classification for each is set forth on a separate Sheet of this Section.

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Cancels Original Sheet 2**EXCHANGE AREA RATE GROUPS (cont'd)****C. Rate Classifications (cont'd)**

<u>Exchange</u>	<u>Class</u>	<u>Exchange</u>	<u>Class</u>
Acton	3	Dana	1
Albany	1	Danville	3
Alexandria	2	Darlington	1
Amboy	2	Dugger	1
Anderson	2	Dyer	L
Andrews	1	East Chicago	L
Attica	1	Eaton	2
Auburn	1	Edinburg	1
Bedford	1	Elizabethtown	1
Bloomfield	1	Elwood	2
Bloomington	2	Evansville	2
Bluffton	1	Fairland	3
Boonville	2	Fishers	3
Boswell	1	Flat Rock	2
Brownsburg	3	Fowler	1
Bruceville	1	Frankfort	1
Buck Creek	1	Galena	3
Bunker Hill	2	Gary	L
Burlington	1	Gaston	2
Carmel	3	Greenfield	3
Cayuga	1	Greentown	1
Cedar Lake	L	Greenwood	3
Chandler	2	Hammond	L
Charestown	3	Hartford City	1
Charlottesville	1	Heltonville	1
Chesterfield	2	Highland	L
Chrisney	1	Hope	1
Clinton	1	Huntington	1
Columbus	1	Indianapolis	3
Converse	1	Jasonville	1
Covington	1	Kendallville	1
Crawfordsville	1	Kingman	1
Crown Point	L	Kirklin	1
Culver	1	Kokomo	2
Cumberland	3	Ladoga	1
Dale	1		

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<u>Exchange</u>	<u>Class</u>	<u>Exchange</u>	<u>Class</u>
Largo	1	Oxford	1
Lake Village	1	Paragon	1
Lebanon	1	Peru	1
Linton	1	Plainfield	3
Lowell	L	Rockport	1
Manilla	1	Rockville	1
Marion	1	Rosedale	1
Marshall	1	Russiaville	1
Martinsville	1	St. John	L
McCutchanville	2	St. Joseph	2
Mechanicsburg	1	St. Philip	2
Mellott	1	Sandridge	1
Merrillville	L	Sellersburg	3
Michigan City	1	Shelbyville	1
Michigantown	1	Sheridan	3
Middletown	2	Solitude	1
Montezuma	1	South Bend	2
Montpelier	1	Spencer	1
Mooreville	3	Spencerville	2
Morgantown	1	Stewart	1
Morocco	1	Summitville	2
Mt. Summit	1	Tell City	1
Mt. Vernon	2	Tennyson	1
Muncie	2	Upland	1
Nashville	2	Veedersburg	1
New Albany	3	Vincennes	1
New Castle	1	Washington	1
New Harmony	2	Waveland	1
New Market	1	Waynestown	1
New Palestine	3	West Lebanon	1
New Washington	1	West Newton	3
Newburgh	2	Whiting	L
Noblesville	3	Yorktown	2
Oaklandon	3	Zionsville	3
Osceola	2		
Otterbein	1		

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LOCAL SERVICE RATES

Schedule of Monthly Rates - Residence

Description	Exchange Rate Classifications			
	1	2	L	3
Residence Service – Primary Lines				
Flat Rate Exchange Access Line				
One Party	\$10.75	\$11.48	\$12.51	\$12.51
Two Party ^{/1/}	7.77	8.80	9.80	10.43
Message Rate Exchange Access Line				
One Party ^{/2/}	6.48	6.48	6.48	6.48
Residence Service – Additional Lines				
Flat Rate Exchange Access Line				
One Party	10.75	11.48	12.51	12.51
Two Party ^{/1/}	7.77	8.80	9.80	10.43
Message Rate Exchange Access Line				
One Party ^{/2/}	6.48	6.48	6.48	6.48

In addition to the above rates, the following intrastate End User Common Line (EUCL) charges shall apply per individual line or trunk:

<u>Description /Billing Code/</u>	<u>Monthly Price</u>
Residence Subscriber /9LP/	\$.00

Interstate End User Common Line (EUCL) charges as filed in Section 4 of the Ameritech Operating Companies F.C.C. No. 2 shall also apply.

/1/ Discontinued as a service offering effective September 21, 1983. In offices scheduled for conversion to digital switching technology after June, 1989, Party Line Service will no longer be available.

/2/ Local messages in excess of 45 per month, each \$.21.

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LOCAL SERVICE RATES (cont'd)

Schedule of Monthly Rates – Business^{/6/}

Description	Exchange Rate Classifications			
	1	2	L	3
Flat Rate Exchange Access Line - (non hunting) (1FB)	\$35.12	\$37.75	\$37.75	\$37.75
Message Rate Exchange Access Line - (non hunting) ^{/1/} (1MB)	20.17	20.17	20.17	26.09
Flat Rate Exchange Access Line - (hunting) (1FH)	35.12	37.75	37.75	37.75
Message Rate Exchange Access Line - (hunting) ^{/1/} (1MH)	20.17	20.17	20.17	26.09
Flat Rate PBX Trunk (TDD, TFN, TFU, TFC, TDD)	41.50	41.50	41.50	41.50
Message Rate PBX Trunk (TMU, TMB1X, TMBCX)	24.95	24.95	24.95	28.95
Hotel/Motel/Hospital/PBX Service (TCU, THB)	12.95	12.95	12.95	12.95
- Toll Only Trunk (TTTXA, TTTXB, T86)	12.95	12.95	12.95	12.95
- Message Rate Trunk ^{/2/}	17.23 ^{/3/}	20.87 ^{/4/}	^{/5/}	27.63
Announcement Lines (77E)	17.23 ^{/3/}	20.87 ^{/4/}	^{/5/}	27.63

In addition to the above rate, the following intrastate End User Common Line (EUCL) charges shall apply per individual line or trunk:

<u>Description /Billing Code/</u>	<u>Monthly Price</u>
Multi-line Business Subscriber /9ZP/	\$.00

Interstate End User Common Line (EUCL) charges as filed in Section 4-2 of Ameritech Operating Companies Tariff F.C.C. No. 2, shall also apply.

/1/ Local messages in excess of 60 per month, each \$.16.

/2/ Local messages, each \$.16.

/3/ Rate 1 Classification also applies to the following Lake County Exchanges: Cedar Lake, Crown Point and Lowell.

/4/ Rate 2 Classification also applies to the following Lake County Exchanges: Dyer, East Chicago, Gary, Hammond, Highland, Merrillville, St. John and Whiting.

/5/ Not Available.

/6/ Service Charges set forth in Part 3, Section 1 of the Guidebook also apply.

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SUBURBAN ZONE SERVICE

Where service is furnished outside the Base Rate Area, the following zone charges apply in addition to the monthly rate for the class and grade of service indicated in the preceding Schedule of Monthly Rates.

Description	Monthly Zone Charges	
	Zone 1	Zone 2 ^{/1/}
Residence		
- One Party	\$0.00	\$0.00
- Two Party ^{/2/}	0.00	0.00
Business		
- One Party or Trunk (includes Trunks for Hotel-Hospital Service)	2.55	2.55
- Semi-Public	2.55	5.05

/1/ Includes former Zones 2, 3 and 4.

/2/ Discontinued as a service offering effective September 21, 1983. In offices scheduled for conversion to digital switching technology after June 1989, Party Line Service will no longer be available.

APPLICATION OF RATES FOR BUSINESS AND RESIDENCE SERVICE

A. General

The following regulations apply specifically to telephone service other than public, Semi-public, Hotel/Motel/Hospital PBX Service.

Business and residence classifications are determined on the basis of location and character of use of the service.

B. Business Service

Business rates apply wherever the use of the service is substantially of a commercial, professional, institutional or otherwise occupational nature.

The use of the service is presumed to be of an occupational nature and business rates should be applied in each of the following, for example:

1. Where the listing required is such as to indicate business use.
2. When used for general sales solicitation for any purpose.
3. Whenever an occupational or professional designation is included in the directory listing, except as indicated in paragraph 5.
4. At typical business and institutional locations such as offices, stores, factories, warehouses, schools (public, private and parochial), colleges, libraries, amusement parks, government offices, offices of charitable and other similar type institutions, hospitals, fire engine houses (except living quarters), clubs, lodges, associations, labor and fraternal organizations, fraternity houses, hotels and motels (when not served by hotel branch exchange service), boarding and rooming houses except as modified under Residence Service, paragraph 1.
5. In the residence of a physician, surgeon, dentist, veterinarian, chiropractor, osteopath, or other medical practitioner, or other person actively engaged in a professional pursuit who has no business service at another location, unless the individual is affiliated with a subscriber to business service at another location, such as a hospital.

APPLICATION OF RATES FOR BUSINESS AND RESIDENCE SERVICE (cont'd)

B. Business Service (cont'd)

6. In residence locations where the place of residence is in the immediate proximity of a place of business and the telephone in the residence is or will be used for business purposes; and in residence locations where an extension is located at a place where business rates would apply.
7. A telephone located in a regularly used office of a church which has a full time paid or volunteer clerical staff.#
8. Temporary service provided for the use of a contractor, regardless of whether in the name of the owner or the contractor, even though located in a residence under construction.
9. When a telephone number is habitually advertised in connection with a business, except when it is advertised as an alternate call number in association with the number of a business telephone or as the number of a church with residence service.#
10. An extension of a main line from a residence to a business location or to any location under conditions which indicate that its use will be substantially of a commercial or occupational nature, classifies all of the service as business service.

C. Residence Service

Residence rates apply whenever the service is of a social and domestic nature provided the service is not also used substantially for occupational or commercial purposes.

The use of the service is presumed to be of a social and domestic nature and residence rates should be applied in each of the following, for example:

1. When the service is located in a house, apartment, suite, or room constituting the home of a person in whose name the telephone is listed and the service is not available for use by other than members of the household except as qualified under Business Service.

Effective January 10, 1989, residence service for churches is grandfathered. Subsequent to January 10, 1989, all telephone service for churches will be classified as business for new installations, new customers or new locations.

APPLICATION OF RATES FOR BUSINESS AND RESIDENCE SERVICE (cont'd)

C. Residence Service (cont'd)

2. At stables and garages when strictly a part of the customer's domestic establishment.
3. A telephone located at any point in a church where only occasionally used and where the business use, if any, is merely incidental and where there is no full time paid or volunteer clerical staff.#
4. When located in the residential quarters of a religious order.
5. When furnished at any location as an access to a repeater control and/or autopatch facility of a bonafide amateur radio operator, organization or society duly licensed as a primary station by the Federal Communications Commission as an amateur radio station pursuant to FCC Part 97, Section 5 [47 CFR Section 97.5] or any successor regulation. The company may request a copy of the amateur radio station license prior to the installation of service.

Employee Concession

The same rules and regulations are applicable to employees and retirees of the Company as are applicable to the general public.

Certain telephone services will be furnished to Company employees and Company retirees at reduced rates as authorized by Company practices and procedures.

Effective January 10, 1989, residence service for churches is grandfathered. Subsequent to January 10, 1989, all telephone service for churches will be classified as business for new installations, new customers or new locations

PARTY LINE SERVICE

A. General

The Company reserves the right to determine the classes and grades of exchange service that will be provided at each exchange.

Where provided, Two Party Service will be furnished at the rates shown elsewhere in this Section.

Effective September 21, 1983, Two Party Service is considered grandfathered. However, in offices scheduled for conversion to digital switching technology after June, 1989, Party Line Service will no longer be available. No further installations of, or changes to, Two Party Service will be made.

Two Party Service will be continued in service only for as long as such lines remain at the location at which they were being furnished on the above date. Any customer initiated move, change or new installation revokes the grandfather status.

Party Line stations are arranged according to the locations of stations and the telephone plant distributing system. The Telephone Company does not guarantee the permanency of any Party Line arrangement.

No Nonrecurring Charge will apply if the customer upgrades from Party Line Service to flat rate Single Party Service.

B. Extension Stations on Party Lines

The number of extensions, auxiliary ringers and other signaling equipment associated with each Party Line telephone, will be limited so as not to impair the quality of telephone service.

C. Excessive Use of Party Lines

Applications for Party Line Service are accepted by the Telephone Company with the understanding that each subscriber will so use the service as to not interfere with an equitable proportionate use of the service by other subscribers on the same line. The Telephone Company reserves the right to discontinue the service of any subscriber who violates these provisions, or willfully interferes with the use of the service by others on the same line, or to limit the length of conversation on Party Lines.

TELEPHONE SERVICE ON MOVABLE PREMISES

A. General

Telephone exchange and toll service will be made available to premises of a movable nature, such as railroad cars, boats, airplanes, automobiles and automobile trailers, as set forth hereinafter.

The telephone equipment provided by the Telephone Company at the movable premises is owned and maintained by the Telephone Company. Such service may be main stations, extension stations or PBX stations terminated in a weatherproof jack. Conduit, where required, will be furnished by, or at the expense of the customer. Where construction or special wiring arrangements are involved, additional charges apply as provided in PART 2.

A flexible weatherproof cord with a plug at each end can be used for the purpose of connecting the jack on the movable premises with the jack in which the exchange line terminates.

B. Rates

All normal rates and charges that are applicable for service and equipment are applicable to Movable Premises Service.

Note: Rates for all service apply as long as the exchange lines are in place ready to provide the service. The usual minimum periods apply.

DESIGN TRANSMISSION SERVICE

General

Design Transmission Service is an Exchange Service that guarantees a specified level of transmission quality to the customer. It is offered on a per-line basis to all exchange access lines, except where a customer has lines/trunks arranged in a rotary sequence, in which case Design Transmission Service must apply to each line/trunk in the rotary group.

<u>Prices</u>	<u>Nonrecurring Price</u>	<u>Monthly Price</u>
Design Transmission/TN8/, per line/trunk	\$80.00	\$15.00

FLEXLINE SERVICE

Description

FlexLine Service is an additional access line service which allows business customers to expand access to their business by increasing their capacity to make outgoing and receive incoming calls on an as needed basis.

FlexLine is an optional service only available to individual business access line subscribers, where facilities permit. FlexLine cannot be used as the primary business line, and must be located on the same premises as the business exchange line service with which it is associated. FlexLine Service is billed on a per message basis for both incoming and outgoing calls. The incoming and outgoing call capability is always active.

FLEXLINE SERVICE (cont'd)

Terms and Conditions

FlexLine Service is subject to the rules and regulations associated with a business access line. Other non-optional charges, Operator Services and Directory Assistance charges, as described elsewhere in the Company's Guidebook, will apply as appropriate. InterLATA and intraLATA calls completed via FlexLine access lines will be billed at the applicable toll rates. (T)

A customer may purchase a maximum of one overflow line with FlexLine Service and/or one dedicated access line with FlexLine Service.

A directory listing is not provided with FlexLine Service.

FlexLine is not provided with PBX or Centrex Services.

FlexLine Service will be terminated upon suspension or termination of the associated business access lines.

FlexLine Service may not be temporarily suspended. Temporary suspension of service regulations are specified in Part 2, Section 4.

FLEXLINE SERVICE (cont'd)

Prices

- Normal service ordering and line connection charges as specified in Part 3, Section 1 apply when ordering this service.
- A service ordering charge as specified in Part 3, Section 1 applies to change from a business access line to a FlexLine.
- No service ordering or line connection charges apply when changing from FlexLine to a business access line.

Service Elements

<u>Description /Billing Code/</u>	<u>Monthly Price</u>	<u>Message Charge</u>
FlexLine business access per line /1U4/		
Rate Classification 1	\$18.95	-
Rate Classification 2	19.95	-
Rate Classification L	24.45	-
Rate Classification 3	28.95	-
Per Message Charge		
Any local incoming call	-	\$.16
Any local outgoing call	-	.16

SIMPLELINK ENHANCEDSM**A. Description**

SimpleLink EnhancedSM is an optional access and local usage volume discount plan for AT&T Indiana business customers. Customers subscribing to SimpleLink Enhanced receive monthly discounts on eligible services based on the customer's Minimum Monthly Revenue Commitment (MMRC).

B. DefinitionsMinimum Monthly Revenue Commitment (MMRC)

The minimum monthly revenue commitment that the customer must commit to in order to receive the volume discount.

Contributory Services

Those services whose revenue is counted towards achievement of the customer's selected MMRC.

Eligible Services

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

C. Terms and Conditions

MMRC revenue is the sum total of the customer's monthly billed charges, for services specified in the Company's SimpleLink Enhanced Guidebook, for all eligible business accounts located within the state, before discounts are applied. (T)

Services contributing towards the MMRC include, except as noted below, all AT&T Indiana services contained in this Guidebook (monthly recurring revenue, usage revenue, and Other Charges & Credits (OC&C), including fractionalized recurring and nonrecurring charges), excluding the following, if applicable: (T)

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

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

SIMPLELINK ENHANCEDSM (cont'd)**C. Terms and Conditions (cont'd)**

The SimpleLink Enhanced plan is available with one year, two year, or three year term plans. The 1-year term also has a 1-year renewable option. If the customer selects the 1-year renewable option, the plan will renew for 1-year intervals. A maximum of two 1-year intervals are available after the first 1-year term. The customer will receive written notification of their selection outlining the details of the agreement, plus subsequent notifications regarding their renewal options prior to the expiration of each 1-year term. Additionally, three MMRC levels will be available for customers to choose from: \$45, \$85, and \$200. Customers subscribing to a 2- or 3-year SimpleLink Enhanced term plan will be required to sign a written order confirmation form in order to qualify for the applicable plan discounts.

SimpleLink Enhanced customers who fail to meet their selected MMRC will be billed the difference between the selected MMRC and the monthly revenue billed.

MMRC volume discounts are applied to the following eligible services. Any of the following services provided under an existing term discount plan are not eligible for SimpleLink Enhanced volume discounts.

Business Exchange Access Service	Business DID Trunks (Analog PBX)
Call Forwarding ^{/1/}	Call Waiting ^{/1/}
Remote Call Forwarding ^{/1/}	Repeat Dialing ^{/1/}
Caller ID ^{/1/}	3-Way Calling ^{/1/}
Caller ID with Name ^{/1/}	Call Screening ^{/1/}
Automatic Callback ^{/1/}	Voice Mail Feature Package ^{/1/}

All local usage except usage from an existing optional calling plan.

When the footnoted services above are purchased in package discount arrangements they are not eligible for SimpleLink Enhanced discounts.

Customer accounts with term agreements, including, but not limited to Centrex, ISDN Direct, ISDN Prime, ADTS-E, DS0/1/3 are not eligible for a SimpleLink Enhanced plan. Accounts with FeatureLink Service term agreements may be included in a SimpleLink Enhanced plan.

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

A customer's maximum MMRC volume discount for each commitment level may not exceed \$85.00 per month.

/1/ Additional 10% discount applies, see Other Applicable Discounts following.

SIMPLELINK ENHANCEDSM (cont'd)

C. Terms and Conditions (cont'd)

All of the accounts on a SimpleLink Enhanced agreement must reside in the same state. An eligible SimpleLink Enhanced customer may include up to, but not exceed, 10 of its accounts under one SimpleLink Enhanced agreement. A customer may have only one SimpleLink Enhanced agreement per state in the Midwest region.

A SimpleLink Enhanced plan is not transferable to, or may not be assumed by, a customer or customers other than the customer of record without prior written consent of the Company.

The customer's term commences the day after the service is "activated" by the Company. The date activated shall be the date the order installing the plan is completed in the Company's billing system.

D. Prices

1. Service Elements

MMRC	MMRC Volume Discount		
	1 Year	2 Years	3 Years
\$ 45	7.0%	8.0%	9.0%
85	8.0%	9.0%	10.0%
200	9.0%	10.0%	11.0%

2. Other Applicable Discounts

SimpleLink Enhanced customers will also receive an additional 10% discount in addition to the MMRC Volume Discount listed above, for those specific eligible services previously footnoted as /1/ in Section C. preceding.

SIMPLELINK ENHANCEDSM (cont'd)

D. Prices (cont'd)

3. Payment Plans

Service Connection Charges are not applicable when establishing or changing to SimpleLink Enhanced.

4. Termination Charges

Customers terminating a SimpleLink Enhanced plan prior to the expiration of the selected term period are subject to termination charges.

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

Termination liability charges are not applicable if during the SimpleLink Enhanced term period the customer converts to another Company access or local usage plan with a term equal to or greater than the remaining SimpleLink Enhanced plan, and the new revenue commitment is equal to or greater than the remaining SimpleLink Enhanced revenue commitment.

5. Credit Allowance

Within 90 days of subscribing to SimpleLink Enhanced 2-year and 3-year term plans, customers may cancel this service without incurring the termination liability charges specified in this Guidebook. This guarantee does not apply to customers who terminate or convert to another Company toll, access and/or usage commitment product for the purpose of subscribing to SimpleLink Enhanced. (T)

SIMPLELINK ENHANCEDSM WINBACK

A. Description

SimpleLink EnhancedSM Winback is an optional access and local usage volume discount plan for AT&T Indiana business customers who have their business network access line(s) with a competitive local exchange carrier within the AT&T Illinois, AT&T Indiana, AT&T Michigan, AT&T Ohio, or AT&T Wisconsin service area and who now wish to establish their business network access line service with AT&T Indiana.

Customers subscribing to SimpleLink Enhanced Winback receive monthly discounts on eligible services based on the customer's Minimum Monthly Revenue Commitment (MMRC).

B. Definitions

Minimum Monthly Revenue Commitment (MMRC)

The minimum monthly revenue commitment that the customer must commit to in order to receive the volume discount.

Contributory Services

Those services whose revenue is counted towards achievement of the customer's selected MMRC.

Eligible Services

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

C. Terms and Conditions

MMRC revenue is the sum total of the customer's monthly billed charges, for services specified in the Company's SimpleLink Enhanced Winback offering, for all eligible business accounts located within the state, before discounts are applied.

Services contributing towards the MMRC include, except as noted below, all AT&T Indiana services contained in this Guidebook (monthly recurring revenue, usage revenue, and Other Charges & Credits (OC&C), including fractionalized recurring and nonrecurring charges), excluding the following, if applicable: (T)

SIMPLELINK ENHANCEDSM WINBACK (cont'd)**C. Terms and Conditions (cont'd)**

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

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

The SimpleLink Enhanced Winback plan is available with one year, two year, or three year term plans. The 1-year term also has a 1-year renewable option. If the customer selects the 1-year renewable option, the plan will renew for 1-year intervals. A maximum of two 1-year intervals are available after the first 1-year term. The customer will receive written notification of their selection outlining the details of the agreement, plus subsequent notifications regarding their renewal options prior to the expiration of each 1-year term. Additionally, three MMRC levels will be available for customers to choose from: \$45.00, \$85.00, and \$200.00 Customers subscribing to a 2- or 3-year SimpleLink Enhanced Winback term plan will be required to sign a written order confirmation form in order to qualify for the applicable plan discounts.

SimpleLink Enhanced Winback customers who fail to meet their selected MMRC will be billed the difference between the selected MMRC and the monthly revenue billed.

MMRC volume discounts are applied to the following eligible services. Any of the following services provided under an existing term discount plan are not eligible for SimpleLink Enhanced Winback volume discounts:

Business Exchange Access Service	Business DID Trunks (Analog PBX)
Call Forwarding ^{/1/}	Call Waiting ^{/1/}
Remote Call Forwarding ^{/1/}	Repeat Dialing ^{/1/}
Caller ID ^{/1/}	3-Way Calling ^{/1/}
Caller ID with Name ^{/1/}	Call Screening ^{/1/}
Automatic Callback ^{/1/}	Voice Mail Feature Package ^{/1/}

All local usage except usage from an existing optional calling plan.

/1/ Additional 10% discount applies, see Other Applicable Discounts following.

SIMPLELINK ENHANCEDSM WINBACK (cont'd)

C. Terms and Conditions (cont'd)

When the footnoted services above are purchased in package discount arrangements they are not eligible for SimpleLink Enhanced Winback discounts.

Customer accounts with term agreements, including, but not limited to Centrex, ISDN Direct, ISDN Prime, ADTS-E, DS0/1/3, are not eligible for a SimpleLink Enhanced Winback plan. Accounts with FeatureLink Service term agreements may be included in a SimpleLink Enhanced Winback plan.

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

A customer's maximum MMRC volume discount for each commitment level may not exceed \$85 per month.

All of the accounts on a SimpleLink Enhanced Winback plan must reside in the same state. An eligible SimpleLink Enhanced Winback customer may include up to, but not exceed, 10 of its accounts under one SimpleLink Enhanced Winback plan. A customer may have only one SimpleLink Enhanced Winback plan per state in the Midwest region.

A SimpleLink Enhanced winback plan is not transferable to, or may not be assumed by, a customer or customers other than the customer of record without prior written consent of the Company.

The customer's term commences the day after the service is "activated" by the Company. The date activated shall be the date the order installing the plan is completed in the Company's billing system.

SIMPLELINK ENHANCEDSM WINBACK (cont'd)

D. Prices

1. Service Elements

MMRC	MMRC Volume Discount		
	1 Year	2 Years	3 Years
\$ 45	12.0%	13.0%	14.0%
85	13.0%	14.0%	15.0%
200	14.0%	15.0%	16.0%

2. Other Applicable Discounts

SimpleLink Enhanced Winback customers will, also, receive an additional 10% discount in addition to the MMRC Volume Discount listed above, for those specific eligible services previously footnoted as /1/ in Section C. preceding.

SimpleLink Enhanced Winback customers will, also, receive a 100% discount of the normally applicable monthly rates for eligible services for the initial 3 months of the term plan, up to a maximum of \$500.00 per month. All charges credited will continue to contribute to the customer's MMRC, if normally applicable.

3. Payment Plans

Service Connection Charges are not applicable when establishing or changing to SimpleLink Enhanced Winback.

SIMPLELINK ENHANCEDSM WINBACK (cont'd)

D. Prices (cont'd)

4. Termination Charges

Customers terminating a SimpleLink Enhanced Winback plan prior to the expiration of the selected term period are subject to termination charges.

Termination charges are equal to 50% of the MMRC multiplied by the number of months remaining in the customer's term period. For a partial month, if the partial month revenue is less than the MMRC, the customer is liable for 50% of the difference between the MMRC and the actual billed revenue. Additionally, the customer will be liable to repay the full amount of charges credited for the initial 3 months of their term period as part of the 100% discount of monthly rates for eligible services.^{/1/}

Termination liability charges are not applicable if during the SimpleLink Enhanced Winback term period the customer converts to another Company access or local usage plan with a term equal to or greater than the remaining SimpleLink Enhanced Winback plan, and the new revenue commitment is equal to or greater than the remaining SimpleLink Enhanced Winback revenue commitment.

5. Service Guarantee

Within 90 days of subscribing to SimpleLink Enhanced Winback 2-year and 3-year term plans, customers may cancel this service without incurring the termination liability charges specified in this Guidebook, with the exception noted below. This guarantee does not apply to customers who terminate or convert to another Company toll, access and/or usage commitment product for the purpose of subscribing to SimpleLink Enhanced Winback. Customers will be liable to repay all charges credited for the initial 3 months of their term period as part of the 100% discount of monthly rates for eligible services.^{/1/}

(T)

/1/ For new agreements signed on or after March 22, 2004 repayment of charges credited for the initial 3 months of the customer's term period will no longer be applicable.

EXHIBITION HALL SERVICE

A. General

Exhibition Hall Service is furnished for use by exhibitors at the Indiana Convention - Exposition Center located in the Indianapolis exchange and the Century Center located in the South Bend exchange. It is a package arrangement for the provision of flat rate telecommunications service and it includes an individual central office line terminated in a jack and equipped for Touch-Tone signaling.

B. Regulations

1. Only those services identified specifically under "General" above will be provided in connection with Exhibition Hall Service. Directory listing services will not be provided in connection with this offering.
2. The initial service period for each package at each location is ten days.
3. Exhibition Hall Service will be available only at the option of the Telephone Company and only where facilities have been arranged for its provision.

EXHIBITION HALL SERVICE (cont'd)

C. Rates and Charges

1. Only those rates and charges indicated below are applicable to the Exhibition Hall Service package:

Each 10 days or fraction thereof	
Central office line /1FE++/ /1FFNF/.....	\$26.64
Nonrecurring Charge, each package	35.00

2. A move will be treated as a new installation.

SIMPLELINK ENHANCEDSM II

A. Description

SimpleLink EnhancedSM II is an optional access line volume discount plan for the Company's business customers. Customers subscribing to SimpleLink Enhanced II receive monthly discounts on eligible services based on the customer's Minimum Monthly Revenue Commitment (MMRC). SimpleLink Enhanced II also provides an Access Line Bundle.

B. Definitions

Access Line Bundle

A SimpleLink EnhancedSM II Access Line Bundle consists of a business network access line, Caller ID and Caller ID with Name for a monthly rate.

Contributory Services

Those services whose revenue is counted towards achievement of the customer's selected MMRC.

Eligible Services

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

Minimum Monthly Revenue Commitment (MMRC)

The minimum monthly revenue commitment that the customer must commit to in order to receive the volume discount.

Minimum Monthly Revenue Commitment (MMRC) Revenue

MMRC revenue is the sum total of the customer's monthly billed charges, for services specified in the Company's SimpleLink Enhanced II offer, for all eligible business accounts located within the state, before discounts are applied.

C. Terms and Conditions

1. Services contributing towards the MMRC include, except as noted below, all Company services contained in this Guidebook (monthly recurring revenue, usage revenue, and Other Charges & Credits (OC&C), including fractionalized recurring and nonrecurring charges). (T)
2. Services that do not contribute to the MMRC include: End User Common Line (EUCL) surcharges, EUCL offset charges, Enhanced 9-1-1 (E911) surcharges, Handicap surcharges, Primary Interexchange Carrier (PIC) charges, Local Number Portability (LNP) charges, Infrastructure Maintenance Fees (IMF), Universal Service Fund (USF) surcharges, Federal and State Line Port charges.

SIMPLELINK ENHANCEDSM II (cont'd)**C. Terms and Conditions (cont'd)**

2. (cont'd)

Additionally any service provided by the Company's affiliates, charges for services provided by any other service provider and billed by the Company on behalf of the other service provider, and any other taxes or charges imposed by local, state, or federal government entities do not contribute towards the MMRC.

3. The SimpleLink Enhanced II plan is available with one year, two year, or three year term plans. The one year term also has a 1-year renewable option. If the customer selects the 1-year renewable option, the plan will renew for 1-year intervals. A maximum of two 1-year renewals are available after the first 1-year term. Customers will receive written notification of their selection outlining the details of the agreement, plus subsequent notifications regarding their renewal options prior to the expiration of each 1-year term.
4. Customers subscribing to a 2- or 3-year SimpleLink Enhanced II term plan will be required to sign a written order confirmation form in order to qualify for the applicable plan discounts.
5. Customers may select from three MMRC levels as listed in *D. Prices*, following.
6. SimpleLink Enhanced II customers who fail to meet their selected MMRC will be billed the difference between the selected MMRC and the monthly revenue billed.
7. Customers subscribing to SimpleLink Enhanced II will receive all subscribed business access lines in the form of an Access Line Bundle at the monthly price as listed in *D. Prices*, following. At the end of the SimpleLink Enhanced II term plan the customer will be billed for the components that make up the bundle at their individual monthly rates unless the customer renews their SimpleLink Enhanced II term agreement. Standard service and equipment and/or installation charges apply to install components of the Access Line Bundle.

SIMPLELINK ENHANCEDSM II (cont'd)

C. Terms and Conditions (cont'd)

8. MMRC volume discounts are applied to the following eligible services. Any of the following services provided under an existing term discount plan are not eligible for SimpleLink Enhanced II volume discounts. Any of the footnoted services purchased in a package discount arrangement are not eligible for SimpleLink Enhanced II discounts.

SimpleLink Enhanced II Eligible Services

SimpleLink Enhanced II Access Line Bundle	Business DID Trunks (Analog PBX)
All Local Usage except usage from an existing optional calling plan	Call Forwarding ^{/1/}
Remote Call Forwarding ^{/1/}	Call Waiting ^{/1/}
Speed Calling 8 ^{/1/}	Repeat Dialing ^{/1/}
Speed Calling 30 ^{/1/}	3-Way Calling ^{/1/}
Privacy Manager ^{/1/}	Automatic Callback ^{/1/}
	Call Screening ^{/1/}
	Voice Mail Feature Package ^{/1/}
	Multi Ring Service ^{/1/}

9. A customer's maximum monthly allowable discount for each commitment level may not exceed the Maximum Monthly Allowable Discount as shown in *D. Prices*, following.
10. Customer accounts with term agreements, including, but not limited to Centrex, ISDN Direct, ISDN Prime, ADTS-E, DS0/1/3, are not eligible for a SimpleLink Enhanced II plan. Accounts with FeatureLink Service term agreements may be included in a SimpleLink Enhanced II plan.
11. All of the accounts on a SimpleLink Enhanced II plan must reside in the same state. An eligible SimpleLink Enhanced II customer may include up to, but not exceed, 10 of its accounts under one SimpleLink Enhanced II plan. A customer may have only one SimpleLink Enhanced II plan per state in the 5-state Company Midwest region.
12. A SimpleLink Enhanced II plan is not transferable to, or may not be assumed by, a customer or customers other than the customer of record without prior written consent of the Company.
13. The customer's term commences the day after the service is "activated" by the Company. The date activated shall be the date the order installing the plan is completed in the Company's billing system.
14. Local and state additional charges, taxes, the End User Common Line charge, and nonrecurring charges are not volume discount eligible.

/1/ Additional 30% discount applies, see Other Applicable Discounts and Credits, following.

SIMPLELINK ENHANCEDSM II (cont'd)

D. Prices

1. Service Elements

A. MMRC Discount

MMRC	Maximum Monthly Allowable Discount	MMRC Volume Discount		
		1 Year	2 Years	3 Years
\$ 45	\$ 85	7.0%	8.0%	9.0%
85	85	8.0%	9.0%	10.0%
200	85	9.0%	10.0%	11.0%

B. Access Line Bundle

\$37.50 per month with a Flat Rate Access Line for all terms selected and in all exchanges.
\$25.00 per month with a Message Rate Access Line for all terms selected and in all exchanges.

2. Other Applicable Discounts and Credits

SimpleLink Enhanced II customers will also receive an additional 30% discount in addition to the MMRC Volume Discount listed above, for those SimpleLink Enhanced II Eligible Services footnoted¹¹ in *C. Terms and Conditions* preceding.

SimpleLink Enhanced II customers who have their business network access line(s) with a competitive local exchange carrier within the AT&T Illinois, AT&T Indiana, AT&T Michigan, AT&T Ohio, or AT&T Wisconsin service areas and who now wish to establish their business network access line service with the Company will, also, receive a credit in the amount of their selected MMRC for 1 month per contract year, payable in month 4 for a 1-year term, in months 4 and 16 each for a 2-year term, and in months 4, 16, and 28 each for a 3-year term. All charges credited will continue to contribute to the customer's MMRC, if normally applicable.

3. Nonrecurring Charges

Service Connection Charges are not applicable when establishing or changing to SimpleLink Enhanced II.

SIMPLELINK ENHANCEDSM II (cont'd)

D. Prices (cont'd)

4. Termination Liability

Customers terminating a SimpleLink Enhanced II plan prior to the expiration of the selected term period are subject to termination charges.

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

Termination liability charges are not applicable if during the SimpleLink Enhanced II term period the customer converts to another Company access or local usage plan with a term equal to or greater than the remaining SimpleLink Enhanced II plan, and the new revenue commitment is equal to or greater than the remaining SimpleLink Enhanced II revenue commitment.

Customers who have their business network access line(s) with a competitive local exchange carrier within the AT&T Illinois, AT&T Indiana, AT&T Michigan, AT&T Ohio, or AT&T Wisconsin service areas and who now wish to establish their business network access line service with the Company will receive a one-time waiver or refund of the termination charges associated with early termination of a previous SimpleLink or SimpleLink Enhanced agreement for the purpose of establishing service with another carrier if they return to the Company and sign a new SimpleLink Enhanced II agreement. The new SimpleLink Enhanced II term period must be greater than or equal to that of the terminated plan and the new revenue commitment equal to or greater than the revenue commitment under the terminated plan. Eligible customers must, also, have refused or not responded to a previous SimpleLink Enhanced II offer. In addition, the customer's former account must not have been disconnected for nonpayment, and no money is owed the Company for any past due bills for service, other than the termination charge. In addition, the "Bill Name" must be the same as on the prior Company account. Customers may take advantage of this offer only once.

SIMPLELINK ENHANCEDSM II (cont'd)

D. Prices (cont'd)

5. Service Guarantee

Within 90 days of subscribing to SimpleLink Enhanced II 2-year and 3-year term plans, customers may cancel this service without incurring the termination liability charges specified in this Guidebook, with the exception noted below. This guarantee does not apply to customers who terminate a Company toll, access and/or usage commitment product for the purpose of subscribing to SimpleLink Enhanced II. (T)

6. Waiver Allowances

Customers who have their business network access line(s) with a competitive local exchange carrier within the AT&T Illinois, AT&T Indiana, AT&T Michigan, AT&T Ohio, or AT&T Wisconsin service areas and who now wish to establish their business network access line service with the Company will receive a waiver of normally applicable service ordering and line connection nonrecurring charges (NRC's) associated with local exchange access lines and, if applicable, vertical features ordered at the time of initial subscription to a SimpleLink Enhanced II plan. Standard NRC's will apply to lines & features added after the initial order.

COMPLETELINK® 2.0

A. Description

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

B. Definitions

Contributory Services

Those services whose revenue is counted towards achievement of the customer's selected MARC.

Eligible Services

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

Minimum Annual Revenue Commitment (MARC)

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

COMPLETELINK[®] 2.0 (cont'd)**C. Terms and Conditions**

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

COMPLETELINK[®] 2.0 (cont'd)**C. Terms and Conditions (cont'd)**

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

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

Additionally any charges for services provided by the Company's affiliates (other than an AT&T Incumbent Local Exchange Carrier), any charges for services provided by other service providers and billed on behalf of that other service provider, and any other tax or charge imposed by local, state, or federal government entity are excluded.
9. There is no nonrecurring service charge or set-up charge to establish a CompleteLink[®] 2.0 plan. Recurring and nonrecurring charges will apply for the installation and use of any newly installed CompleteLink[®] 2.0 contributory or eligible services, with exceptions as noted elsewhere within this product offer.
10. With the exception of local exchange access service and local usage services, CompleteLink[®] 2.0 customers are not required to purchase any of the MARC Contributory Services.
11. Additional discounts will not apply to the eligible CompleteLink[®] 2.0 products, except as contained within this Guidebook or promotional offers but will apply to DTS-E service, Centrex, FeatureLink and local service components of Access Advantage Plus, where term rates may apply along with the CompleteLink[®] 2.0 discounts. (T)

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

COMPLETELINK[®] 2.0 (cont'd)**C. Terms and Conditions (cont'd)**

12. Eligible Win and Winback customers will receive a waiver of normally applicable service order and line connection nonrecurring charges (NRC's) associated with local exchange access lines and/or vertical services ordered at the time of the initial subscription to a CompleteLink[®] 2.0 agreement. Standard NRC's will apply to lines and features added after the initial CompleteLink[®] 2.0 order. Win and Winback customers include business customers who have their local exchange access line service with another competitive local exchange carrier within the AT&T Illinois, AT&T Indiana, AT&T Michigan, AT&T Ohio, or AT&T Wisconsin service area and who now wish to establish their local exchange access line service with the Company.

13. Win and Winback business customers who establish service with the Company and subscribe to a CompleteLink[®] 2.0 agreement will receive an accelerated discount that is calculated as a percentage of their agreed upon MARC and will be applied as a credit to their bill. The accelerated discounts will be applied upon subscription to CompleteLink[®] 2.0 and yearly (for terms exceeding one year) thereafter, according to the schedule below. Accelerated discounts are determined based upon win/winback services only and may not be determined based on existing services. When a CompleteLink[®] 2.0 agreement consists of both existing services and win/winback services, the win/winback services will not be eligible to receive any accelerated discounts.

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

COMPLETELINK[®] 2.0 (cont'd)

C. Terms and Conditions (cont'd)

13. (cont'd)

Accelerated Discount Schedule

	1-Year Term	2-Year Term	3-Year Term	5-Year Term
Upfront Discount	5%	15%	20%	25%
1st Year Accelerated Discount	N/A	10%	10%	10%
2nd Year Accelerated Discount	N/A	N/A	5%	5%
3rd Year Accelerated Discount	N/A	N/A	N/A	5%
4th Year Accelerated Discount	N/A	N/A	N/A	5%

There is no 5th Year Accelerated Discount.

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

COMPLETELINK[®] 2.0 (cont'd)**C. Terms and Conditions (cont'd)**

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

Business Local Exchange Access Service including local message charges and Suburban Zone Service
Business Trunks^{/2/}
DID Service^{/2/}
DTS-E Service^{/2/}
Centrex^{/2/}
Local service components of Access Advantage Plus
Custom and Advanced Custom Calling Features, excluding Pay Per Use and Talking Call Waiting services^{/1/}
Remote Call Forwarding^{/1/}
Multi-Ring Service^{/1/}
Busy Line Transfer^{/1/}
Alternate Answering^{/1/}
Message Waiting Indication^{/1/}
FeatureLink Service

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

18. CompleteLink 2.0 Local Exchange Access Lines are billed at the rates listed in *D. Prices* below, before application of the MARC Volume Discount.
19. The jurisdiction of the main billing telephone number, selected by the customer, will dictate the state jurisdiction governing the CompleteLink 2.0 contract.
20. Save customers, those who have received a competitive offer and are considering switching their business exchange access service to another carrier (proof of competitive offer may be required), as well as Win and Winback customers are also eligible to receive Local Exchange Access Line Rates as listed in *D. Prices* below, before application of the MARC Volume Discount.

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

/2/ Additional discounts will continue to apply to DS1 and PRI (Primary Rate Interface) services included in agreements signed prior to July 28, 2006, where term rates apply.

COMPLETELINK® 2.0 (cont'd)

D. Prices

1. Service Elements

A. % MARC Volume Discount on Eligible Services^{/1/}

MARC	Maximum Annual Discount	1 Year	2 Years	3 Years	5 Years
\$ 1,200	\$ 240	2.0%	3.0%	4.0%	5.0%
3,000	600	2.0%	3.0%	4.0%	5.0%
7,000	1,080	3.0%	4.0%	5.0%	6.0%
12,000	1,750	4.0%	5.0%	6.0%	7.0%
18,000	2,450	4.0%	5.0%	6.0%	7.0%
25,000	4,000	5.0%	6.0%	7.0%	8.0%
35,000	6,000	5.0%	6.0%	7.0%	8.0%
50,000	9,000	6.0%	7.0%	8.0%	9.0%
75,000	12,500	7.0%	8.0%	9.0%	10.0%
100,000	16,500	8.0%	9.0%	10.0%	11.0%
125,000	22,000	8.0%	9.0%	10.0%	11.0%
150,000	24,000	9.0%	10.0%	11.0%	12.0%
200,000	NA	10.0%	11.0%	12.0%	13.0%

IntraLATA Toll Rates
Per Minute^{/2/}

\$0.055 \$0.054 \$0.053 \$0.052

IntraLATA Toll Rates Per Minute – Win &
Winback customers only^{/2/}

0.054 0.049 0.048 0.047

B. Local Exchange Access Line Rates – for agreements signed prior to February 2, 2007.

	Rate Group	1 Year	2 Years	3 Years	5 Years
Local Exchange Access Line Rates	1	\$22.73	\$22.28	\$21.83	\$21.83
	2	26.93	26.33	25.80	25.80
	L	26.93	26.33	25.80	25.80
	3	26.93	26.33	25.80	25.80

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

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

COMPLETELINK[®] 2.0 (cont'd)

D. Prices (cont'd)

1. Service Elements (cont'd)

B. Local Exchange Access Line Rates – for agreements signed February 2, 2007 and beyond (cont'd)

	Rate Group	All Terms Length	Save/Win/Winback only All Terms Lengths
Local Exchange Access Line Rates	1	\$25.00	\$23.95
	2	30.00	25.00
	L	30.00	25.00
	3	30.00	25.00

COMPLETELINK[®] 2.0 (cont'd)

D. Prices (cont'd)

2. Other Applicable Discounts

- A. The Central Office Optional Features footnoted in C.17. above will receive a 40% discount in addition to the applicable MARC Volume Discount.
- B. Customer's selecting the Company's IntraLATA Toll service and who make interstate intraLATA calls will receive rates for these calls as per TARIFF F.C.C. No. 4, Section 3, CompleteLink[®] Service.
- C. Eligible Win and Winback customers subscribing to Caller ID and Caller ID With Name on an a la carte basis, independent of any other package or promotion, will receive both services at the discounted monthly price shown below. Eligible customers are those subscribing to CompleteLink 2.0 as of August 14, 2006 or later. Caller ID and Caller ID With Name must be purchased together on one line, where central office facilities permit. The discounted monthly price is applicable for the duration of the selected CompleteLink 2.0 term plan period. The Central Office Features Discount as described in paragraph A., above, as well as the MARC Volume Discount are also applicable.

Win/Winback Caller ID/Caller ID With Name \$2.00 per line, per month

E. Termination Charges and Credit Allowances

1. Early Termination Charges

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

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

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

COMPLETELINK[®] 2.0 (cont'd)**E. Termination Charges and Credit Allowances (cont'd)**

1. Early Termination Charges (cont'd)

B. (cont'd)

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

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

- C. Termination liability charges are not applicable if during the CompleteLink[®] 2.0 term period the customer converts to another Company Access or usage plan with a term equal to or greater than the remaining CompleteLink[®] 2.0 plan, and a revenue commitment equal to or greater than the CompleteLink[®] 2.0 MARC.
- D. Termination liability charges applicable for CompleteLink[®] 2.0 agreements will be offset by termination charges, if applicable, from other allowed agreements for any CompleteLink[®] 2.0 eligible service as a result of the same customer termination activity. Termination charges resulting from the charge-back of accelerated discounts received will not be offset by termination charges as a result of other allowed agreements for CompleteLink[®] 2.0 eligible services.
- E. Customers who have terminated a CompleteLink[®] or a CompleteLink[®] 2.0 agreement for the purpose of establishing service with another carrier and who now return to the Company and sign a new CompleteLink[®] 2.0 agreement will receive a one-time waiver or refund of termination charges associated with early termination of their former CompleteLink[®] or CompleteLink[®] 2.0 agreement. The new term period and MARC must be greater than or equal to that of the terminated plan.

COMPLETELINK[®] 2.0 (cont'd)**E. Termination Charges and Credit Allowances (cont'd)**

1. Early Termination Charges (cont'd)

E. (cont'd)

Customers must not have had service disconnected for nonpayment, not have any past due bills for service owed to the Company, and the "Bill Name" must be the same as on the prior Company account in order to qualify.

2. Service Guarantee

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

3. MARC Downgrade Allowance for Technology Upgrade

Termination liability charges will not apply if during the term of the CompleteLink[®] 2.0 agreement the Customer disconnects one or more of the services which are specified under Column A below, and those services are contributory to their CompleteLink[®] 2.0 MARC, and replaces the service(s) with the Company service specified on the same line in Column B, and as a direct result of that replacement the Customer's annual spending on those services is reduced (comparing customer's current spending on the removed services and the anticipated customer spending for the replacement services), and that reduction results in a 50% or greater difference between the customer's current MARC and the next lower MARC, at the Customer's option and request, the Customer may terminate the existing CompleteLink[®] 2.0 agreement without termination liability provided: a) the Customer enters into a new CompleteLink[®] 2.0 service agreement for a term period which is equal to or greater than the time remaining on their current agreement, and b) the MARC on the new agreement is the next lower MARC. This waiver of charges as a result of replacing Column A contributory services with the associated Column B contributory service will be allowed only once per Customer, per agreement term. CompleteLink[®] 2.0 \$1,200 MARC service agreements are specifically not eligible.^{/1/}

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

COMPLETELINK® 2.0 (cont'd)

E. Termination Charges and Credit Allowances (cont'd)

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

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

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

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

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

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

COMPLETELINK® 2.0 (cont'd)**E. Termination Charges and Credit Allowances (cont'd)**

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

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

4. Business Downturn MARC Downgrade

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

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

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

BUSINESS ACCESS LINE TERM VOLUME DISCOUNT – TVD**A. Description**

Business Access Line Term Volume Discount (TVD) provides eligible business customers who commit to a minimum access line volume commitment and term plan a discount on their Network Access Lines and PBX Trunks.

B. Terms and Conditions

1. TVD plan customers must commit to a 12-, 24-, 36- or 48-month term plan. Eligible services are Business Flat Rate and Message Rate Access Lines and PBX Trunks.
2. TVD plan customers must commit to a minimum volume of access lines. The total number of access lines within the state applies toward the volume commitment. At any month during the term, if the total number of lines in the state is less than the minimum, an adjustment charge will appear on the customer's designated Master Billing Telephone Number for the state. A \$20 per-line adjustment charge will be billed for the number of lines under the minimum line volume commitment.
3. Access line volume commitments and the associated term plan discounts are noted in D. PRICES below. The TVD discount will remain fixed through the life of the commitment. If the underlying tariffed monthly recurring rates for lines/trunks change, the net discounted price per month will change accordingly.
4. Upon expiration of a TVD 12-, 24-, 36- or 48-month term plan, the service is automatically billed at the monthly rates set forth in the Guidebook and in effect at the time the service agreement expires, unless a new service agreement is negotiated.
5. The 12-month term is also available as a 12-month oral agreement with option to re-subscribe. If the customer selects the 12-month oral agreement with option to re-subscribe, the plan will renew for 12-month intervals. A maximum of two 12-month terms are available after the first 12-month term. The customer will receive written notification of their selection outlining the details of the agreement, plus subsequent notifications regarding their re-subscribe options prior to the expiration of each 12-month term. The customer is under no obligation to re-subscribe after completion of a 12-month term period.
6. Applicable service request and line connection nonrecurring charges (NRCs) will be waived for customers coming to AT&T Indiana from other carriers. Standard NRCs will apply to lines added subsequent to the initial order.

BUSINESS ACCESS LINE TERM VOLUME DISCOUNT – TVD (cont'd)

B. Terms and Conditions (cont'd)

7. All rules, regulations, fees and surcharges normally applicable to eligible services apply. Local and state additional charges, taxes, surcharges, and the End User Common Line (EUCL) charge are not volume discount eligible under this offer.
8. TVD may not be combined with Custom BizSaver, SimpleLink Enhanced, SimpleLink Enhanced II, or CompleteLink 2.0 offers.

C. Termination Liability

1. Customers who terminate the TVD agreement prior to the expiration of the 12-, 24-, 36- or 48-month service term shall pay a termination charge. Payment of the termination charge does not release the customer from amounts previously owed to the Company. The termination charge shall be:
 - All unpaid special Construction charges or nonrecurring charges (excluding any waived charges); plus
 - Fifty percent (50%) of all recurring charges for the remaining months of the customer's term based on the minimum access line volume commitment under the customer's agreement.
2. TVD customers may choose to terminate an existing service agreement before the end of the term period without paying termination charges provided they negotiate a new TVD service agreement with a term that is equal to or greater than the term period remaining on the existing TVD agreement and commit to an equal or greater number of business access lines than their access line volume commitment under the existing TVD agreement.
3. Termination charges shall not apply if a customer converts to another Company service whose term period is equal to or greater than the term period remaining on the existing TVD service agreement.
4. When a TVD customer moves from one service location to another, the minimum access line volume commitment, duration and discount associated with the service agreement is not affected. If the applicable monthly business recurring rate changes as a result of the move, the monthly rate at the new service location will be based on the rate in effect at the new service location. Adjustment charges do not apply if the customer agrees to continue the service agreement at the new service location and retains Network Access lines that equal or exceed their minimum access line volume commitment under the TVD service agreement at the old service location.

BUSINESS ACCESS LINE TERM VOLUME DISCOUNT – TVD (cont'd)

D. Prices

TVD Monthly Recurring Charge Discount Schedule:

Access Line Volume Commitment	12-month Term	24-month Term	36-month Term	48-month Term
Minimum 1 line	5%	7%	9%	9.5%
Minimum 5 lines	5.5%	7.5%	9.5%	10%
Minimum 11 lines	6%	8%	10%	10.5%
Minimum 31 lines	7%	9%	11%	11.5%
Minimum 101 lines	8%	10%	12%	12.5%
Minimum 201 lines	9%	11%	13%	13.5%