MEGALINK[®] 1.5 HIGH CAPACITY DIGITAL SERVICE

4.7 TERM PRICING PLAN

- 4.7.1 The Term Pricing Plan (TPP) provides the customer with rate stabilization and discounted tariff rates. The TPP provides for one, two, three or five year(1) rate stabilization. Decreases in monthly (AT) recurring tariff rates will be passed on to customers who participate in a TPP. SWBT will notify customers participating in a TPP when monthly rates are decreased. Should SWBT increase its rates during the Term Pricing Plan period, the customer would continue to pay the rates in effect at the time the customer elected to establish service under the TPP.
- 4.7.2 The customer may choose to terminate an existing TPP before the end of the one, two, three or five(1) year period and negotiate a new TPP as follows:

(AT)

Upgrades

During a customer's TPP term, conversion may be made to a new TPP term of the same or different length or to a higher speed service, if the expiration date for the new service or TPP term is beyond the end of the original TPP term. The new TPP term becomes effective upon execution. No credit for months under the previous TPP may be transferred to the new TPP. The customer incurs no liability for the remaining months on the original TPP, since the change is not considered a termination of service. The prices applicable for the new term are those currently in effect for new customers.

<u>Moves</u>

During a TPP term, a customer may move one Local Distribution Channel (LDC) of a MegaLink 1.5 Service to another location in the same LATA and keep the TPP in force, provided no lapse in service occurs. Moves to a different serving office however may result in a change in the monthly charges. The customer must have met the minimum in-service period at the old location and be liable for a new minimum in-service period at the new location. The nonrecurring charge that is currently in effect for month-to-month service will apply.

4.7.3 Renewals

At the end of a TPP term, the customer may elect a new TPP term with the prices in effect at that time. If the customer elects not to renew the TPP, or does not notify SWBT of the customer's intent to establish a new TPP, the service will automatically be billed under the tariffed monthly rates in effect at the time the TPP expires.

4.7.4 Any special construction charges incurred for services billed under a TPP will be applicable as provided for in Section 1 of this tariff.

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4.7 TERM PRICING PLAN (cont'd)

4.7.5 If the customer terminates the Term Pricing Plan agreement prior to the expiration of the one, two, three, or five(1) year TPP, the customer shall pay a termination charge. TPPs terminated as a result of a re-negotiation are excluded from termination charges. Payment of the termination charge does not release the customer from other previous amounts owed to the Company.

The termination charge for all service terms will be calculated as follows:

For service terms that become effective on or after October 1, 2004:

- All unpaid Special Construction or nonrecurring charges (excluding any waived charges); plus
- Fifty percent (50%) of all recurring charges for the remaining months of the customer's term.

For service terms in effect prior to October 1, 2004:

The termination of a TPP prior to the expiration date will result in a termination charge. The termination charge shall be equal to all waived and/or unpaid nonrecurring charge plus the lesser of:

- The difference between the TPP rates and charges for the completed months of the TPP at the time of termination and the rates and charges for the next lower service term actually completed plus interest charges based on the annuity factor discount rate, as stated in Section 17 of the General Exchange Tariff, in effect at the time of termination; or
- The monthly payments left on the term.

Example: If the customer completes 27 months of a 36 month (3 year) service term, the first calculation of a termination charge will equal the difference between 27 months of rates and charges at the 3 year service term and 27 months of rates and charges at the 2 year term (which is the next lower service term actually completed) plus interest at the annuity factor discount rate in effect at the time of termination. The second calculation will be the sum of the 9 remaining monthly payments of the 3 year service term. The termination charge is the lesser of the two calculations.

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- 4.7 TERM PRICING PLAN (cont'd)
- 4.7.6 Customers currently subscribing to MegaLink 1.5 Service on a month-to-month basis may convert their existing service to either a one, two, three or five(1) year TPP. Nonrecurring charges will be waived at the time of conversion. (AT)

Customers may upgrade their service to a greater bandwidth (e.g. MegaLink 1.5 to MegaLink 45) without incurring a termination charge provided that the new TPP is of equal or greater duration. The nonrecurring charge associated with new service will apply.

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4.7 TERM PRICING PLAN - (Cont'd)

4.7.7 TPP Rates and Charges

1. Local Distribution Channel

- Per channel terminated on a customer's premises.

<u>TPP</u>	<u>USOC</u>	Monthly Rates	Service Charge (1)	
1 Year 2 Years 3 Years 5 Years(2)	1LDPJ 1LDPJ 1LDPJ 1LDPJ	\$213.00 188.00 150.00 126.00	\$685.00 400.00 200.00 200.00	(AT)
0 100.0(_)		0.00		(71)

2. Interoffice Channel Mileage

Rate per V-H mile or fraction thereof, between serving wire centers, or between a serving wire center and digital hub.

		Monthly Rates					
<u>TPP</u>	Mileage Band	<u>USOC</u>	Fixed	Per Mile			
1 Year	0	3LBNA	None	None			
	Over 0	3LBNB	\$92.00	\$19.50			
2 Years	0	3LBNA	None	None			
	Over 0	3LBNB	80.00	14.50			
3 Years	0	3LBNA	None	None			
	Over 0	3LBNB	71.00	10.95			
5 Years(2)	0	3LBNA	None	None	(AT)		
()	Over 0	3LBNB	62.50	10.00	(,		

(1) For those customers who choose a TPP period of 2 years or greater in length, Service Charges will not apply for new service. However, customers requesting termination of service prior to the completion of a minimum 2 years or greater TPP, will become liable for full payment of Service Charges as described in 4.7.5 preceding.

MEGALINK® 1.5 HIGH CAPACITY DIGITAL SERVICE

4.7 TERM PRICING PLAN - (cont'd)

4.7.7 TPP Rates and Charges

3. Clear Channel Capability

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- Per local distribution channel.

	<u>TP</u>	TPP		Monthly Rates	<u>s</u> <u>Servi</u>	<u>e Charge (1)</u>	
	1 Year 2 Years 3 Years 5 Years(2)		CLR CLR CLR CLR	None None None None		None None None None	
С	entral Office Multipl	exing					
		USOC	<u>1 Year</u>	<u>Monthly R</u> 2 Years	<u>ates</u> <u>3 Years</u>	<u>5 Years(2)</u>	(AT)
1 -	.544 Mbps (DS1) to Voice Per arrangement	MQ1	\$230.00	\$225.00	\$203.75	\$192.75	
1	.544 Mbps (DS1) to 64.0 kbps(DS0) Per arrangement	QMU	\$230.00	225.00	203.75	192.75	
6 - -	4.0 kbps (DS0) to Subrate Per arrangement Up to twenty 2.4						
_	kbps services Up to ten 4.8	QSU24		135.00	135.00	135.00	
-	kbps services	QSU48		140.00	140.00	140.00	
-	Up to five 9.6 kbps services	QSU96		145.00	145.00	145.00	

- For those customers who choose a TPP period of 2 years or greater in length, Service Charges will not apply for new service. However, customers requesting termination of service prior to the completion of a minimum 2 years or greater TPP, will become liable for full payment of Service Charges as described in 4.7.5 preceding.
- (2) As of October 1, 2013, Term Pricing Plan terms greater than 36 months are no longer available for new or renewing subscribers.

(AT)

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MEGALINK[®] 1.5 HIGH CAPACITY DIGITAL SERVICE

4.8 VOLUME PRICING PLAN

- When a customer terminates five or more MegaLink 1.5 Local Distribution Channels at a single location under a three or five(1) year TPP, the customer may receive SecureNet upon request. (AT)
- When a customer terminates ten or more MegaLink 1.5 Local Distribution Channels at a single location under either TPP, the customer may receive SecureNet upon request.
- When a customer terminates twenty or more MegaLink 1.5 Local Distribution Channels within a single LATA under either TPP, and the customer elects to purchase Network Reconfiguration Service, NRS DS1 port monthly rates for Local Distribution Channels exceeding the minimum threshold of nineteen will not apply.

20.3 RATES AND CHARGES (cont'd)

20.3.2 Recurring Rates

				Monthly R	ates	
	USOC	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>5 Year(1)</u>	Monthly Extension
ocal Distribution Channel						
Per channel terminated or a customer's premises	า					
Zone 1 Zone 2 Zone 3	TZUP1 TZUP2 TZUP3	\$1,950.00 2,100.00 2,250.00	\$1,500.00 1,620.00 1,740.00	\$1,200.00 1,300.00 1,400.00	\$ 975.00 1,050.00 1,125.00	\$3,051.00 3,164.00 3,503.00
nteroffice Channel Mileage						
Fixed						
Zone 1 Zone 2 Zone 3	CZ4X1 CZ4X2 CZ4X3	\$725.00 750.00 775.00	\$620.00 645.00 670.00	\$550.00 575.00 600.00	\$500.00 525.00 550.00	\$1,243.00 1,356.00 1,469.00
Variable						
Rate per V-H mile, or fraction thereof, between serving wire centers, or between a serving wire center and digital hub.						
Zone 1 Zone 2 Zone 3	1YZX1 1YZX2 1YZX3	\$100.00 105.00 110.00	\$82.00 87.00 92.00	\$70.00 75.00 80.00	\$45.00 50.00 55.00	\$192.10 220.40 248.60

(CT) 20.3 RATES AND CHARGES (cont'd)

20.3.3 Additional Service Features

		Monthly Rates						
	<u>USOC</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>5 Year(1)</u>	Monthly Extension	(AT)	
Central Office Multiplexing - DS3 to DS1								
Zone 1 Zone 2 Zone 3	QM3X1 QM3X2 QM3X3	\$725.00 750.00 775.00	\$605.00 630.00 655.00	\$525.00 550.00 575.00	\$475.00 500.00 525.00	\$1,050.00 1,150.00 1,250.00		
SecureNet		-	Monthly Rate	۱ -	Nonrecurring Charge	USOC		
- Per local distribution cha	\$0.00			\$0.00				

20.3 TERM PRICING PLAN

The Term Pricing Plan provides the customer with rate stabilization and discounted tariff rates. The Term Pricing Plan provides for one, two, three, or five(1) year rate stabilization. Decreases in (AT) monthly recurring tariff rates will be passed on to customers who participate in a Term Pricing Plan(TPP). SBC will notify customers participating in a Term Pricing Plan when monthly rates are decreased.

Should SBC increase its rates during the Term Pricing Plan period, the customer will continue to pay the rates in effect at the time the customer elected to establish service under the Term Pricing Plan.

The customer may choose to terminate an existing Term Pricing Plan before the end of the 1, 2, 3 or 5(1) year period and negotiate a new 1, 2, or 3 year Term Pricing Plan. The new TPP must be based (AT) upon the rates that are currently in effect and available to all customers.

The customer must provide SBC with a written notice of intent to renew a Term Pricing Plan no later than 90 days prior to its expiration. If a customer chooses to renew a Term Pricing Plan, the monthly rates for the new TPP selected will be at the current rates in effect for new customers. If the customer elects not to renew the Term Pricing Plan, or does not notify SBC of the customer's intent to renew the Term Pricing Plan, the service will automatically be billed under the tariffed monthly extension rate in effect at the time the Term Pricing Plan expires.

Any special construction charges incurred for services billed under a Term Pricing Plan will be applicable as provided for in Section 1.4.4 of this tariff.

During a customer's TPP term, conversion may be made to a new TPP term of the same or different length or to a higher speed service, if the expiration date for the new service or TPP term is beyond the end of the original TPP term. The new TPP term becomes effective upon execution. No credit for months under the previous TPP may be transferred to the new TPP. The customer incurs no liability for the remaining months on the original TPP, since the change is not considered a termination of service. The prices applicable for the new term are those currently in effect for new customers.

During a TPP term a customer may move one Local Distribution Channel (LDC) of DS3 Service to another location in the same LATA and keep the TPP in force, provided no lapse in service occurs. The customer must have met a 12 month minimum in-service period at the old location and be liable for at least 12 months remaining at the new location. Nonrecurring Charges, as appropriate, will apply.

20.4 TERM PRICING PLAN (cont'd)

During a customer's TPP term, a customer may elect to include DS3 Service into the customer's Network Reconfiguration Service (NRS) database. The customer may opt to convert to a new TPP term of the same or different length or to continue the current TPP term to the original expiration date. If the expiration date for the new TPP term is beyond the end of the original TPP term, termination charges for the original term will not apply. Adding an existing service to the customer's NRS database requires that all nonrecurring charges applicable to the installation of the service apply.

If the customer terminates the Term Pricing Plan agreement prior to the expiration of the one, three, or five(1) year TPP, the customer shall pay a termination charge. TPPs terminated as a result of a renegotiation are excluded from termination charges. Payment of the termination charge does not release the customer from other previous amounts owed to the Company.

The termination charge for all service terms will be calculated as follows:

For service terms that become effective on or after October 1, 2004:

- All unpaid Special Construction or nonrecurring charges (excluding any waived charges); plus
- Fifty percent (50%) of all recurring charges for the remaining months of the customer's term.

For service terms in effect prior to October 1, 2004:

If a customer cancels a Service Order or terminates service before the completion of the term, the customer agrees to pay the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in the General Exchange Tariff, Section 23, Paragraph 6.

In addition to any special construction liabilities, customer termination liability for cancellation of a DS3 Service shall be equal to the lesser of:

- All credits issued and charges waived in association with a new connection plus the number of months the customer had the DS3 service (12 months minimum as noted in Paragraph 20.1.2.1 of this tariff) times the difference between the tariff rate for the highest completed term and the tariff rate for the term contracted for, or
- The remaining minimum contract obligation.