

**TARIFF DISTRIBUTION**

FILE PACKAGE NO.: OK-12-0040

DATE: July 2, 2012

STATE: OKLAHOMA

EFFECTIVE DATE: 06/30/2012

TYPE OF DISTRIBUTION: Approved

PURPOSE: Grandfather Of Business Access Line Term Volume Discount

<b><u>TARIFF SECTION</u></b>	<b><u>PAGE NUMBER</u></b>	<b><u>PAGE REVISION</u></b>
H001	2.6	0007
H001	2.7	0004
H001	2.8	0005

Local Exchange Tariff

Cause No. PUD RM200800005
Order No. 165:55-5-10(c)
Tracking No. OK-12-0040

7th Revised Sheet 2.6
Replacing 6th Revised Sheet 2.6

2. APPLICATION OF RATES (Continued)

2.11 Term Volume Discount Plan(1)

(AT)

- A. The Term Volume Discount (TVD) Plan provides the customer with optional term and volume discounts from tariff rates for Business Access Lines as provided in Sections 2.11.E and 3.1 of this tariff.
B. The TVD Plan provides optional term and volume discounts for business customers. Eligible services under TVD are Business Flat Rate Lines, Multi-lines, Flat Trunks, DID trunks and PLEXAR Lines and any services that rate reference these Lines/Trunks.
C. All rules, regulations, fees and surcharges normally applicable to eligible services apply.
D. To qualify, the customer subscribing to the TVD Plan must commit to a service agreement as prescribed by AT&T Oklahoma establishing the term period, minimum access line volume commitment and discount percentage to be applied to the monthly recurring rates in effect at the time the customer enters into the service agreement.

E. TVD Monthly Recurring Charge Discount Schedule:

Table with 6 columns: Access Line Volume Commitment, 12 month Term, 24 month Term, 36 month Term, 48 month Term, 60 month Term. Rows include Minimum 1 line, 5 Line, 11 lines, 31 lines, 101 lines, 201 lines.

- F. If the customer terminates the TVD agreement prior to the expiration of the 12-, 24-, 36-, 48- or 60-month service term, the customer shall pay a termination charge. Payment of the termination charge does not release the customer for amounts previously owed to the Company. The termination charge shall be:
- All unpaid nonrecurring charges (excluding any waived charges); plus
- Fifty percent (50%) of all recurring charges for the remaining months of the customer's term.

(1) Effective June 30, 2012, new service agreements for the Business Access Line Term Volume Discount (TVD) service will no longer be available to new or existing customers.

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## Local Exchange Tariff

Cause No. PUD RM200800005  
Order No. 165:55-5-10(c)  
Tracking No. OK-12-0040

4th Revised Sheet 2.7  
Replacing 3rd Revised Sheet 2.7

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### 2. APPLICATION OF RATES (cont'd)

#### 2.11 Terms Volume Discount Plan (cont'd)(1)

(AT)

- G. TVD customers may choose to terminate an existing TVD 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 or greater than the term period remaining on the existing service agreement and commit to an equal or greater number of business access lines than their existing service agreement. The new service agreement will be based upon the monthly business recurring rates in effect at the time the new service agreement is established.
- H. Termination charges will also not apply if a customer converts to another AT&T service whose term period is equal to or greater than the term period remaining on the existing TVD service agreement. Customers requesting the termination of a service agreement prior to the expiration date, excluding the circumstances mentioned above, will be charged a termination charge.
- I. The 12-month term also has a 12-month renewable option. If the customer selects the 12-month renewable option, the plan will renew for 12-month intervals. A maximum of two 12-month renewals 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 renewal options prior to the expiration of each 12-month term.
- J. When a TVD customer moves service from one service location to another, the access line volume commitment, duration and discount associated with the service agreement is not affected. If the applicable local exchange access monthly 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. Termination charges do not apply if the customer agrees to continue the service agreement at the new service location and retains local exchange access lines that equal or exceed the number of lines that were under TVD service agreement at the old service location.

- (1) Effective June 30, 2012, new service agreements for the Business Access Line Term Volume Discount (TVD) service will no longer be available to new or existing customers.

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## Local Exchange Tariff

Cause No. PUD RM200800005  
Order No. 165:55-5-10(c)  
Tracking No. OK-12-0040

5th Revised Sheet 2.8  
Replacing 4th Revised Sheet 2.8

### 2. APPLICATION OF RATES (cont'd)

#### 2.11 Terms Volume Discount Plan (cont'd)(1) (AT)

- K. The TVD Plan requires the customer to commit to a minimum volume of access lines. The total number of access lines within the state will apply 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 \$20.00 per-line charge will be billed for the number of lines under the minimum line commitment.
- L. At the time a customer subscribes to TVD, applicable nonrecurring charges (NRCs) will be waived for existing customers that add lines and for customers coming to AT&T Oklahoma from other carriers. Standard NRCs will apply to lines added subsequent to the initial order.
- M. This offer may not be combined with Custom BizSaver, SimpleLink Enhanced, SimpleLink, CompleteLink or CompleteLink 2.0 offers.
- N. Upon expiration of a service agreement, the service will automatically be billed at the monthly rates set forth in Local Exchange Tariff, in effect at the time the service agreement expires, unless a new service agreement is negotiated.

#### 2.12 Individual Case Basis Pricing

Customer specific contracts under Individual Case Basis (ICB) pricing is offered for business services that are unique because of size or configuration. Rates may be different than those specified for such services in this tariff. ICB rates will be offered to the customer in writing on a non-discriminatory basis. All ICB pricing will comply with Oklahoma Corporation Commission Rule OAC 165:55-5-10.3.

#### 2.13 Inspection/Right-of-Way Recovery Fee

An inspection/right-of-way recovery fee equal to a pro rata share of any fee, charge or surcharge imposed by any municipality or other governmental or regulatory body, and related to rights-of-way management, inspection, occupancy or use, shall be applied to all customer exchange access lines or arrangements. The inspection/right-of-way fee recovery charge shall only recover the total dollar amount levied by a municipality or other governmental body and paid by the Company. The fee shall be reviewed by the Company on an annual basis and the results shall be submitted to the Director of the Public Utility Division and the Attorney General. Recovery of the inspection fee shall be consistent with the terms and conditions of the ordinance, statute, law, rule or regulation imposed by the municipality or other governmental body. The fee is subject to review by the Commission Staff and Attorney General. This fee shall be shown as a separate line item on the customer's bill. The effective date of the fee, for each municipality, shall be the later of the effective date as provided in this tariff or the date when billing systems are technically capable to apply the fee to the customer bills.

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