

TARIFF DISTRIBUTION

FILE PACKAGE NO.: 3432

DATE: August 30, 2016

STATE: SWBT-FCC

EFFECTIVE DATE: 08/30/2016

TYPE OF DISTRIBUTION: Approved

PURPOSE: DS1-TPP - Portability Refile

<u>TARIFF SECTION</u>	<u>PAGE NUMBER</u>	<u>PAGE REVISION</u>
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CHECK SHEET

Title page 1 and pages 1 to 41-5 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement No. 66 contain all changes from the original tariff that are in effect on the date hereof.

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
Title 1	14th	1.37	28th	31-13	2nd
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1.1	150th	1.39	24th	33	4th
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1.4	96th	1.42	Original	36	8th
1.5	167th	2	Original	37	8th
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1.7	116th	4	3rd	39	4th
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* New or Revised Page

(1) 1209th Revised Page 1, issued under Transmittal No. 3430, should have had an effective date Of July 20, 2016. (N)

Issuing Officer: Kristen Shore, Executive Director - Regulatory (N)

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New or Revised Page

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Regulations (Cont'd)7.2.22 DS1 Term Payment Plan (Cont'd)(E) DS1 High Capacity Service Portability Commitment

DS1 High Capacity Service Portability Commitment (Portability Commitment) provides a Customer the ability to establish a volume commitment in the form of DS1 Channel Terminations and receive a waiver on DS1 TPP Termination Liability, as described in 7.2.22 (G), during the life of the Portability Commitment. The Portability Commitment will consist of a Commitment Level (CL), as described below, and will have a term of three years. The Portability Commitment does not otherwise affect the rates, terms, or conditions of the Customer's DS1 TPP. Only Portability Commitments established prior to August 30, 2016, may be renewed. To renew, the Customer must notify the Telephone Company, in writing, with such notice directed to both the Customer's account manager and the access service center, and specifically identify the Customer's Commitment Level (as defined herein), prior to the expiration of the Customer's existing Portability Commitment term.

For a Portability Commitment under Section 7.2.22(E) (1), Customers may purchase DS1 service under DS1 TPP terms of 2, 3, 5, or 7 years and have the associated Channel Terminations count towards the CL. After establishing the CL, Customer may continue to purchase DS1 service on a month-to-month arrangement or under a DS1 TPP of 1, 2, 3, 5, or 7 years without portability and have the associated Channel Terminations not count toward the Customer's portability CL.

For a Portability Commitment under Section 7.2.22(E) (2), Customers may purchase DS1 service under DS1 TPP terms of 1, 2, 3, 5, or 7 years or on a month-to-month basis and have the associated Channel Terminations count towards the CL.

Access Order Charges and all installation charges will be billed as applicable.

(1) For Portability Commitments established prior to August 30, 2016, the terms and conditions associated with the Portability Commitment are as follows in this Section 7.2.22(E) (1):

(a) Customer commits to a 3-Year Commitment Level (CL) that is reviewed on a monthly basis. The initial monthly CL is calculated by the Telephone Company and is the total of all DS1 Channel Terminations in-service for the month previous to the month in which the Customer notifies the Telephone Company, in writing, of the Customer's CL. The initial monthly CL will consist of all Channel Terminations including those on Month-to-Month terms and other term pricing plans. The effective date of the Portability Commitment will be the first day of the month immediately following the month in which the Portability Commitment is signed;

(b) Customer must have a minimum of 40 Channel Terminations in-service each month and at least 80% of the CL under a 2, 3, 5, or 7 year DS1 TPP each month;

(c) At the commencement of the Customer's Portability Commitment and upon any renewal of a Portability Commitment, at least 80 percent of the Customer's CL must be purchased under a 2, 3, 5, or 7 year DS1 TPP; and

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Regulations (Cont'd)7.2.22 DS1 Term Payment Plan (Cont'd)(E) DS1 High Capacity Service Portability Commitment (Cont'd)

(1) (Cont'd) (N)

(d) Each month, the total number of 2, 3, 5, and 7 year DS1 TPP Channel Terminations for the previous month will be calculated and measured against the corresponding monthly CL; (T)

(i) If the total number of Channel Terminations, as calculated above, is 80% - 124% of the CL, no other charges will apply for the previous month. (T)

(ii) If the total number of Channel Terminations, as calculated above, is less than 80% of the CL, charges will be assessed as follows: (T)

Customer will be billed the difference between 80% of the CL and the actual number of in-service Channel Terminations.

EXAMPLE #1: Customer A has a CL = 1,000 Channel Terminations for the month of June. Customer A must have at least 800 DS1 Channel Terminations in-service to meet the 80% target. In July, the monthly review calculated 795 DS1 Channel Terminations in-service for the month of June. The difference between 80% of the CL (800) and the actual in-service total (795) is 5 Channel Terminations. Therefore, the

Customer will be billed an amount equal to (T)

5 Channel Terminations multiplied by the (C)

lowest available Price Cap Zone 1 Channel

Termination rate, as set forth in Section (C)

7.3.10(F)(10.4). For subsequent months, (C)

Customer A will continue to be billed an

amount equal to the difference between 80%

of the CL and the actual in-service number

of Channel Terminations that are below 80%

of the CL (multiplied) by the lowest (C)

available Price Cap Zone 1 Channel

Termination rate, as set forth in Section (C)

7.3.10(F)(10.4), until 80% of the CL is (C)

met.

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Regulations (Cont'd)7.2.22 DS1 Term Payment Plan (Cont'd)(E) DS1 High Capacity Service Portability Commitment (Cont'd)

(1) (Cont'd) (N)

(d) (Cont'd) (T)

(iii) If the total number of in-service Channel Terminations, as calculated above, is more than 124% of the CL, the Customer will be billed an adjustment factor equal to the Nonrecurring Channel Termination charge multiplied by the difference between the actual number of Channel Terminations in-service and 124% of the CL. (T)

EXAMPLE #2: Customer B has a CL of 500 Channel Terminations. In month 5 of the commitment, Customer B has 650 Channel Terminations in-service. Customer B has exceeded the CL by more than the 124% threshold (620). Customer B will be charged an adjustment factor equal to 30 Channel Terminations (650-620) multiplied by the current Nonrecurring Channel Termination rate. For subsequent months, Customer B will continue to be charged the Nonrecurring Channel Termination rate multiplied by the difference between the actual number of Channel Terminations in-service and 124% of the CL until Customer B no longer exceeds the CL by the 124% threshold.

(iv) Customers may increase the CL at any time by providing written notification to Telephone Company. Credits for previously charged adjustments billed for exceeding the CL will not be provided when a Customer increases the CL. However, an adjustment factor will not be billed if notice to increase the CL is provided to the Telephone Company within the calendar month following a reported adjustment, and the CL increase is sufficient that the number of in-service rate elements does not exceed 124% of the new CL. For instance, in Example #2 above, if the Customer increases the CL from 500 to 525 before the end of month 6, the adjustment factor applicable to month 5 will not be billed because the actual in-service volume (650) is less than or equal to the new 124% threshold (651). (T)

Certain material previously appearing on this page now appears on 5th Revised Page 7-68.3.4.

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675 W. Peachtree St. NW, Atlanta, GA 30308

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Regulations (Cont'd)

7.2.22 DS1 Term Payment Plan (Cont'd)

(E) DS1 High Capacity Service Portability Commitment (Cont'd)

(1) (Cont'd) (N)

(d) (Cont'd) (N)

(v) If the Customer elects to terminate the DS1 High Capacity Service Portability Commitment or elects to decrease the CL prior to the 3-Year commitment, Termination Liabilities will apply. Termination Liability is calculated as the decreased number of Channel Terminations multiplied by the lowest available Price Cap Zone 1 Channel Termination rate, as set forth in Section 7.3.10(F)(10.4), multiplied by the number of months remaining in the term of the Portability Commitment. (T) (M) (M) (C) (C)

EXAMPLE #3: Customer C has a CL equal to 1,000 Channel Terminations. In month 10 of the 36-month Portability Commitment, Customer C elects to decrease the CL by 50 Channel Terminations. The Termination Liability associated with the decrease is equal to:

(50 Channel Terminations) X (26 months remaining) X (Lowest Available Price Cap Zone 1 Channel Termination rate) (C) (C)

EXAMPLE #4: Customer D has a CL equal to 500 Channel Terminations. In month 20 of the 36-month Portability Commitment, Customer D elects to terminate the entire Portability Commitment. The Termination Liability associated with the termination of the entire commitment is equal to:

(500 Channel Terminations) X (16 months remaining) X (Lowest Available Price Cap Zone 1 Channel Termination rate) (C) (C)

Certain material now appearing on this page previously appeared on 5th Revised Page 7-68.3.3.

Certain material previously appearing on this page now appears on 5th Revised Page 7-68.3.5.

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Regulations (Cont'd)7.2.22 DS1 Term Payment Plan (Cont'd)(E) DS1 High Capacity Service Portability Commitment (Cont'd)

(2) For Portability Commitments established on or after August 30, 2016, the terms and conditions associated with the Portability Commitment are as follows in this Section 7.2.22(E) (2):

- (a) Customer commits to a 3-Year Commitment Level (CL) that is reviewed on a monthly basis by the Telephone Company. To begin the process of establishing a Portability Commitment, Customer must request from the Telephone Company a list of DS1 circuits with Channel Terminations for all of the ACNAs of Customer and any entities that are then affiliated companies of Customer. Customer must designate from the provided list which DS1 circuits with Channel Terminations are to be included in, and which are to be excluded from, its Portability Commitment and return the list with those designations to the Telephone Company. Failure to provide a designation for a listed circuit will be deemed to be a designation that such circuit is to be excluded from its Portability Commitment.

Only those DS1 circuits with Channel Terminations that are designated as being included ("Designated DS1s") will be subject to the Portability Commitment.

The Customer's initial monthly CL is the total number of Channel Termination associated with Designated DS1s.

The effective date of the Portability Commitment will be the first day of the month immediately following the month in which the Portability Commitment is signed.

- (b) Customer must commit a minimum of 100 DS1 circuits with Channel Terminations to establish a Portability Commitment.
- (c) Customer, including all of its ACNAs and Affiliates, may be subject to only one Portability Commitment for the operating territory of the Telephone Company. An "Affiliate," as that term is used in connection with the Portability Commitment, is a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of the prior sentence, "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.
- (d) Designated DS1s that are disconnected during the term of the Portability Commitment will not incur Termination Liability charges.

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Regulations (Cont'd)7.2.22 DS1 Term Payment Plan (Cont'd)(E) DS1 High Capacity Service Portability Commitment (Cont'd)

(2) (Cont'd)

- (e) Circuits which are not included in the Portability Commitment by Customer in the initial designation, as described in Section 7.22(E)(2)(a), or ordered under the DS1 TPP on or after August 30, 2016 without being designated for the Portability Commitment, may not be added to the Portability Commitment for the duration of the Portability Commitment term.
- (f) Customer may add additional DS1 circuits with channel terminations to the Portability Commitment during the term of the Portability Commitment only when initially ordering such DS1 circuit. A DS1 circuit with a Channel Termination that is so added, will be considered a Designated DS1.
- (g) Any Designated DS1 with an expired term plan that is subject to month-to-month rates will continue to count toward Customer's CL.
- (h) During the monthly review of Customer's Designated DS1s and its CL by the Telephone Company, it will be determined if Customer met, did not meet, or exceeded its CL on the last day of the month being reviewed.

If Customer did not meet its CL, Customer will be billed a charge for each Channel Termination below its CL equal to the lowest available Price Cap Zone 1 Channel Termination rate, as set forth in Section 7.3.10(F)(10.4), on such last day of the month.

Example: Customer's CL is 100 Channel Terminations. At the end of the month, Customer had 90 Channel Terminations in service. Customer will be billed:

$(100 - 90) \times (\text{Lowest available Price Cap Zone 1 Channel Termination rate})$

If a Customer exceeds its CL by 115 percent or greater for three consecutive months, Customer's CL will be increased to ninety percent (90%) of the average number of Designated DS1s for those three months.

Example: Customer's CL is 100 Channel Terminations. For three consecutive months during the Portability Commitment term, the Customer's Channel Termination volumes are 118, 120 and 122, for an average of 120. The Customer's new CL will be:

$((118+120+122)/(3)) \times (90\%) = 108$

- (i) If Customer elects to decrease the CL prior to expiration of the 3-Year commitment, a buy-down charge will apply. The buy-down charge is calculated as the number by which the CL is decreased multiplied by the lowest available Price Cap Zone 1 Channel Termination rate, as set forth in Section 7.3.10(F)(10.4), on the date of the buy-down multiplied by the number of months remaining in the term of the Portability Commitment.

Example: Customer C has a CL equal to 1,000 Channel Terminations. In month 10 of the 36-month Portability Commitment, Customer C elects to decrease the CL by 50 Channel Terminations. The buy-down charge associated with the decrease is equal to:

$(50 \text{ Channel Terminations}) \times (\text{Lowest available Price Cap Zone 1 Channel Termination rate}) \times (26 \text{ months remaining})$
= Buy-down Charge

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(N)

(N)

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Regulations (Cont'd)7.2.22 DS1 Term Payment Plan (Cont'd)(F) Applicable One-Time Charges

(1) Access Order Charge

Access Order Charges will apply, as described in section 5.3.1, to all order activity. An Access Order charge will apply on any changes made to a plan (e.g., moving from a 3 year to a 7 year plan, on physical moves of DS1 High Capacity Services, and new installations) as applicable.

(M)

(M)

(2) DS1 Term Payment Plan Non-Recurring Charges

Nonrecurring Channel Termination charges will apply per Channel Termination or the nonrecurring Collocation Transport nonrecurring charge will apply on new installations of DS1 High Capacity Service on 1 year DS1 TPP term, and on all physical moves of DS1 High Capacity Services. Nonrecurring Channel Termination charges and nonrecurring Collocation Transport charges will be waived on new installations with 2, 3, 5, and 7 year DS1 TPP terms. The Nonrecurring Channel Termination Charge will also apply, applicable as stated in 7.2.22(E) previously, for Customers who have a DS1 High Capacity Service Portability Commitment.

(T)

(G) Termination Liability

Termination liability charges will apply in the following cases:

- (1) In the event service is terminated prior to the expiration of the minimum service period, charges, as specified in Section 5.3.4 (Minimum Period Requirements), will apply in addition to the termination liability charges identified in 7.2.22(G)(2) following.
- (2) In the event service is terminated prior to the end of the DS1 TPP term, a termination charge utilizing the following termination percentage will apply:

Termination Billing Period Percentage: 40%

The termination charge is calculated as follows:

(Monthly Recurring Rate) X (Months remaining in DS1 TPP term) X (Termination Billing Period Percentage)

Example: A Customer with a \$500 monthly rate terminates service with 10 months remaining in a 3 year DS1 TPP term. The termination liability charge would be calculated as follows:

$$(\$500) \times (10) \times (.40) = \$2000$$

(T)

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