

TARIFF DISTRIBUTION

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PURPOSE: Establish Cost Assessment Charge (State Access)

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Jacksonville, Florida

ACCESS SERVICES TARIFF

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E2. GENERAL REGULATIONS

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

E2.4.10 Service Installation Guarantee (Cont'd)

- E. Service Installation Guarantees do not apply: (Cont'd)
 - 2. to service requiring Special Construction as set forth in Section E14. following,
 - 3. to Specialized Service or Arrangements or Individual Case Basis filings,
 - 4. for jointly provisioned services,
 - 5. to BellSouth Virtual Expanded Interconnection service arrangements, except for the cross-connect element, as set forth in E20.1.6 following, or
 - 6. to other telephone companies concurring in the rates and regulations of the Company; provided however, that the following telephone company does also concur in the preceding provisions of Section E2.4.10 of this intrastate Tariff and Section 6 of Tariff FCC No. 1.
 Vista-United Telecommunications
 - 7. to BellSouth SWA or Dedicated Access installation, moves and arrangements of service with an agreed upon service date interval of four business days or less following the Application Date of the service order.

In addition, Service Installation Guarantees will not apply during a declared National Emergency. Priority installation of National Security Emergency Preparedness (NSEP) telecommunications services shall take precedence.

E2.4.11 Cost Assessment Charge (CAC)

- A. A Cost Assessment Charge is assessed on a percentage basis against all billed revenue for business Customers subscribing to the transport services listed below. The CAC is established to recover property taxes. This charge is not a tax or fee that the government requires AT&T to collect from Customers. The CAC will not apply to Federal, State or Local Government Accounts, or to any accounts identified in the billing systems of the Company as being exempt from application of the Federal Universal Service Fund (FUSF).

| <u>Description</u> | <u>Monthly Rate</u> | |
|------------------------------------|---------------------|-----|
| Cost Assessment Charge (CAC) | | (N) |
| Transport services | 1.74% | (N) |
| - BellSouth Metro Ethernet Service | | (N) |
| - AT&T Switched Ethernet Service | | (N) |
| - AT&T Dedicated Ethernet Service | | (N) |

E2.4.12 Reserved for Future Use

E2.4.13 Reserved for Future Use

E2.4.14 Reserved for Future Use

E2.4.15 Reserved for Future Use

(M)

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E2. GENERAL REGULATIONS

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

E2.4.16 Commitment Guarantee Program

A. General

1. The Commitment Guarantee Program will provide a credit to end users should the Company fail to meet its commitment in connection with installation or repair of service(s) provided via Company facilities. The term "Commitment" denotes an undertaking by the Company to install or repair service(s) as agreed to by the Company. (M)
2. The failure of the Company to meet its commitment will result in a credit being applied to the end user's bill, when contact is initiated by the end user, unless an exception is applicable. (M)
3. Where a service is jointly provided with another Local Exchange Carrier (LEC), the guarantee is applicable only to installation or repair commitments made to end users by the Company. This guarantee is not applicable to commitments made by other LECs, regardless of their concurrence in this Tariff. (M)

B. Application

1. In the event Company contact is initiated by the end user, in reference to the provisions of A. preceding, the Company will arrange for a credit of \$100.00 on an end user's account for the missed commitment, unless an exception is applicable. The credit will be applied against the total amount due on the end user's bill. (M)
2. One credit will apply, under the provisions of 1. preceding, per end user commitment missed.
3. More than one attempt to invoke the guarantee, for the same commitment and end user, will be disallowed.
4. The credit will apply in addition to waivers, promotions, or other guarantees in effect at the time of the missed commitment unless specifically excluded.
5. The guarantee is applicable to services provided in this Tariff except as noted in C. following.
6. Receipt of a credit under the provisions of 1. through 5. preceding will have no effect on recurring rates, nonrecurring charges, or minimum service periods according to the appropriate schedules for services filed elsewhere in this Tariff.
7. Credits issued to an end user's account, in excess of the total monthly rate in any one monthly billing period, may be applied to the following monthly billing period.
8. When service is terminated, any credit due will be applied to the final amount due the Company.
9. The program may be suspended by the Company during or following a natural disaster.

C. Exceptions

The Commitment Guarantee Program credit will not apply to:

1. commitments missed as a result of action initiated by, or information omitted by, the end user, any other end user, or any third party,
2. maintenance requests resulting from:
 - a. interruptions of service due to the failure of equipment or systems provided by others,
 - b. interruptions of a service where the Company is not afforded access to the premises where the service is terminated,
 - c. interruptions of a service which continue because of the failure of the end user to authorize replacement of any element of Special Construction, as set forth in E14.2.6 following,
 - d. negligence, or a willful act by the end user, or
 - e. suspension of service for non-payment of charges.
3. commitments missed during or as a result of labor difficulties, governmental orders, civil commotion, criminal actions against the Company, natural or man-made disasters, war, general network failures, a declared national emergency, or any other circumstances beyond the control and/or knowledge of the Company,
4. service(s) provided in conjunction with disaster relief,
5. BellSouth SWA service in Section 6 of Tariff FCC No. 1, or
6. Interexchange Carrier services.

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C.

SUBJECT

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