

TARIFF DISTRIBUTION

FILE PACKAGE NO.: FL-20-0046

DATE: November 13, 2020

STATE: FLORIDA

EFFECTIVE DATE: 11/13/2020

TYPE OF DISTRIBUTION: Approved

PURPOSE: CompleteLink 1.5 Cleanup

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A2. GENERAL TERMS AND CONDITIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. Following are Special Promotions: (Cont'd)

AT&T COMPLETELINK 1.5 (Cont'd)

Promotion Restrictions/Eligibility Requirements

- This promotion is available to business customers on an aggregate billing telephone number (“BTN”) basis, as follows: (a) to new or existing customers who subscribe to services reported by AT&T as regulated in accordance with the FCC’s Part 32 Uniform System of Accounts (“Regulated Services”); and (b) to such customers who agree to be billed by AT&T for all of their BTNs in an aggregate monthly billing amount of not less than \$500 per year. This promotion is not transferable or assignable.
- BTNs that include Regulated Services pursuant to Contract Service Arrangements (CSAs) or other AT&T programs or promotions are not eligible for inclusion in this promotion.
- CompleteLink 1.5 is offered for term commitments of one *or* two years. Customers must select one of the offered MARC levels and must sign a Confirmation of Service Order (“CSO”) to indicate their selection. 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 are applicable, unless the customer qualifies for a Business Downturn MARC Downgrade.
- The Term of a CompleteLink 1.5 agreement begins on the date all Billing Telephone Numbers (“BTNs”) listed on Attachment B to the CSO are entered into the AT&T billing system (“Commencement Date”) and continues thereafter for the Term Length specified in Attachment A to the CSO (the “Term”).
- MARC “Contributory Services” include eligible AT&T intrastate ILEC network services provided by AT&T Florida. The following charges do not contribute toward the MARC: E-911 Service charges, taxes, late payment charges, charges billed pursuant to Federal or State Access Service Tariffs, and charges collected on behalf of cities, municipalities or other governmental entities (including, but not limited to surcharges for 911 services, end user common line surcharges, non-regulated entities, 976 service charges, Miami Manhole surcharges, universal service fees, and telecommunication relay service surcharges).
- “Eligible Services” are those services that are eligible for discounts based on achievement of specified MARC. MARC volume discounts are limited to the following Eligible Services: Individual business lines, analog trunks, TouchStar Service features, selected Custom Calling Service features (speed calling 8-code [USOC ESL] and anonymous call rejection [USOC HBY] are no longer eligible for discounts), Message Waiting Indication, RingMaster I and II, Complete Choice for Business (CCB) excluding CCB with Term Plan discounts, and Hunting for a one year term. Hunting is not an Eligible Service for terms of 2 years, but will be separately discounted 50% for a two-year term commitment and those discounts will not apply against the MAD.
- With the exception of local exchange access service, CompleteLink 1.5 customers are not required to purchase any of the Contributory services.
- AT&T will send a notice to the Customer’s billing address prior to the term expiration date of the CompleteLink 1.5 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 1.5 plan, discounts and rates will terminate and the customer will be billed at the prevailing guidebook rates.
- Eligible Win/Winback customers will receive a waiver of normally applicable service order and line connection non-recurring charges associated with local access lines and/or vertical services ordered at the time of the initial subscription to a CompleteLink 1.5 agreement. Standard non-recurring charges, as appropriate, will apply to lines and features added after the initial CompleteLink 1.5 order.
- Win/Winback business customers who establish service with AT&T and subscribe to a CompleteLink 1.5 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 CompleteLink1.5 and yearly (for terms exceeding one year) thereafter.
- Customers who establish a CompleteLink 1.5 agreement and later upgrade to a new term length and or MARC level, or who terminate their CompleteLink 1.5 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 1.5 term.

A2. GENERAL TERMS AND CONDITIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. Following are Special Promotions: (Cont'd)

AT&T COMPLETELINK 1.5 (Cont'd)

Promotion Restrictions/Eligibility Requirements (Cont'd)

- If the customer's actual billings for "Contributory Services" are less than the customer-selected MARC, the customer will be billed an "Annual Shortfall" charge which is the difference between the MARC and the actual billings for the Contributory Services for the same 12 month period, excluding any taxes and surcharges.
 - In the event the customer terminates the CompleteLink 1.5 agreement prior to the expiration of the Term, the customer shall be liable for Early Termination charges. The Early Termination charge shall be calculated as follows:
 - A. 50% of the MARC multiplied by the number of years remaining in the Term. If the termination includes calculation for a partial year and the partial year relevant billings are less than the customer's MARC commitment, the customer shall pay to AT&T 50% of the difference between the MARC and the actual amount of billings of Contributory Services for the same period of time.
 - B. In addition to the Early Termination charge described in A. above, the customer shall be liable for Early Termination charges equal to 50% of any accelerated discount(s) received, prorated for the number of months remaining under this Order.
 - Termination liability charges applicable for CompleteLink 1.5 agreements will be offset by termination charges, if applicable, from other allowed agreements for any CompleteLink 1.5 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 the termination of other allowed agreements for CompleteLink 1.5 Eligible Services.
 - At the customer's request, termination charges may not apply as follows:
 - A. Satisfaction Guarantee: The customer may terminate this Order without Early Termination charge liability within 90 days of subscribing, unless the customer had terminated another AT&T toll, access or usage term plan to subscribe to this CompleteLink 1.5 Plan. In addition, if the customer received an accelerated discount upon entering into this Order, the amount of the accelerated discount shall be charged to the customer's Main Billed Telephone number monthly statement or final bill.
 - B. MARC Downgrade Allowance for Technology Upgrade: Subject to the following conditions as solely determined by AT&T, Customer may terminate this Pricing Schedule without incurring Early Termination Charges if:
 - Customer terminates Services in Column A below to replace those services with Services in the corresponding Column B below;
 - The Column B services are installed at the same locations and at the same relative quantities as the Column A terminated Services;
 - The invoiced charges for Services in Column B will result in a reduction in monthly charges such that Customer's MARC Contributory charges will be reduced by 50% or more; and
 - Customer enters into a new CompleteLink 1.5 agreement ("CompleteLink Replacement Agreement") at the next lowest MARC level for a term equal to or greater than the time remaining in the Term of this Pricing Schedule; and
 - Customer's MARC under this Pricing Schedule exceeds \$500.00.
- | <u>Column A</u> | <u>Column B</u> |
|-----------------------------------|-----------------|
| Analog Trunks | ISDN PRI |
| Basic Local Access Exchange Lines | ISDN PRI |
- 90 day service guarantee does not apply to the CompleteLink Replacement agreement.

Note 1: Centrex is not a service eligible for inclusion in Column A. (C)

A2. GENERAL TERMS AND CONDITIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. Following are Special Promotions: (Cont'd)

AT&T COMPLETELINK 1.5 (Cont'd)

Promotion Restrictions/Eligibility Requirements (Cont'd)

- At the customer's request, termination charges may not apply as follows: (Cont'd)
 - C. Business Downturn MARC Downgrade: For purposes of this Order, the term "Business Downturn" is defined as an unplanned, measurable change in business conditions affecting the customer's business that was outside of the customer's control and that materially and negatively affected the customer's need for the level of AT&T Contributory Services. This provision may be invoked by the customer no earlier than on the 1st year anniversary date (based on the Commencement Date) of a two term agreement. To invoke this provision, the customer must provide in writing to AT&T the facts which support its request for Business Downturn, and AT&T will solely determine whether the customer's supporting materials describe a situation which constitutes a Business Downturn under this Order. Upon AT&T's determination that a Business Downturn has occurred, the customer and AT&T 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 are (but are not limited to) a modification to the term length, price, MARC, or combination thereof. The Parties shall continue performance under this Order during AT&T's determination and the negotiations. If no agreement can be reached regarding a change to the customer's commitments, then the rates, MARC, terms and conditions of this Order shall remain in effect for its Term. The customer may invoke this provision only once during the Term of this Order. The customer specifically acknowledges the transfer or substitution of the contributory services to a provider other than an AT&T company during the Term which results in a reduction in the projected annual spending for Contributory Services under this Order does not qualify as a business downturn. (C)
 - D. During the Term of this Order, the customer may terminate without liability provided: a) the customer converts to another Company Access or Usage plan with a term equal to or greater than the remaining CompleteLink 1.5 plan, and a revenue commitment equal to or greater than the CompleteLink 1.5 MARC.
- Customers who have terminated a CompleteLink 1.5 agreement for the purpose of establishing service with another carrier and who now return to AT&T and sign a new CompleteLink 1.5 agreement will receive a one-time waiver or refund of termination charges associated with early termination of their former CompleteLink 1.5 agreement. The new term period and MARC must be greater than or equal to that of the terminated plan. Customers must not have had service disconnected for nonpayment with AT&T or have any past due bills for regulated service owed to AT&T, and the "Bill Name" must be the same as on the prior AT&T account in order to qualify.
- Each business customer may have only one each of the following two types of contracts, (i.e. up to three active contracts) at any given time for which the customer qualifies. Each contract will be limited to a maximum of 1,000 BTN's:
 - Standard
 - Winback

A2. GENERAL TERMS AND CONDITIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

- A. Following are Special Promotions: (Cont'd)

(DELETED)

(D)

A2. GENERAL TERMS AND CONDITIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

- A. Following are Special Promotions: (Cont'd)

(DELETED)

(D)

A2. GENERAL TERMS AND CONDITIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. Following are Special Promotions: (Cont'd)

(DELETED)

ENHANCED SAVE A LINE II

Period Authority: 01/01/2020 thru 12/31/2020

(D)
(M)

Area of Promotion: AT&T Florida Service Territory -- From Central Offices where services are available

(M)

Customer Segment: Business

(M)

Description:

(M)

This promotion ("Program") is an offering available to existing AT&T business customers of AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee who are not on a voice package term plan or who transfer lines from a current term plan agreement to a new eligible agreement with a term equal to or greater than the time remaining on their current agreement. This Enhanced Save offer will provide monthly credits on AT&T Business Local Calling term plan packages for a 12-month period.

(M)

Promotion Eligibility

(M)

- This promotion ("Program") is an offering available to existing AT&T business customers who are not on a voice package term plan or who transfer lines from a current term plan agreement to a new eligible agreement with a term equal to or greater than the time remaining on their current agreement, who indicate they are disconnecting their business exchange access lines then reconsider and keep the lines (i.e. "save"), or who have their local exchange access line service with another competitive local exchange carrier within the Company service area and who now wish to establish their local exchange access line service with the Company (i.e. "win/winback"). Customers must subscribe these lines to a new AT&T Business Local Calling agreement for at least a 1-year term. These customers will receive a monthly credit of \$6.00 per eligible access line, up to a maximum of 19 lines, for 12 months. At no time will these credits rendered exceed \$1368.00 per customer.
- Those customers who initially refuse a new AT&T Business Local Calling offer will be eligible to receive a monthly credit of \$12.00 per eligible access line, up to a maximum of nineteen (19) lines, for 12 months. At no time will these credits rendered exceed \$2736.00 per customer.
- The customer must agree to subscribe all their lines to an AT&T Business Local Calling term plan in order to receive the credits.
- AT&T Business Local Calling agreements for either Option A or Option B will qualify.
- Customers cannot call back at a subsequent date and receive additional credits for lines targeted for disconnection.
- This offer cannot be combined with any other promotional offers for access lines, with the exception of the Business Term Plan II promotion.
- Promotion eligibility is per customer BTN location.
- All other terms and conditions applicable to AT&T Business Local Calling will apply.

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Page 60.1 is hereby deleted in its entirety and removed from this Guidebook

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A2. GENERAL TERMS AND CONDITIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. Following are Special Promotions: (Cont'd)

(DELETED)

(D)