
A2. GENERAL TERMS AND CONDITIONS

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A2.1 Application

- A. The **terms and conditions** specified herein are applicable to all communication services offered in this **Guidebook** by BellSouth Telecommunications, Inc., hereinafter referred to as the Company. Additional **terms and conditions**, where applicable, pertaining to specific service offerings accompany such offerings in various sections of this **Guidebook**. (T)
- B. Service to Century, Florida is provided by BellSouth Telecommunications, Inc. from the Flomaton, Alabama, exchange. **Terms, conditions** and rates applicable at Century are as specified in this **Guidebook**. (T)

A2.2 Limitations and Use of Service

A2.2.1 Use of Subscriber's Service

- A. Restricted to Authorized Users
Telephone equipment, facilities, and services are furnished to the subscriber for use by the subscriber.
 - 1. The subscriber's service may be shared with, but not resold to, the following individuals as authorized by the subscriber for that specific service:
 - a. Members of the subscriber's domestic establishment;
 - b. Employees, agents, or representatives of the subscriber;
 - c. Members of clubs at the specified club locations;
 - d. Patients of hospitals at those establishments;
 - e. Occupants of licensed Nursing Homes, licensed Adult Congregate Living Facilities, or licensed continuing care facilities or facilities certified in accordance with the National Housing Act at those establishments;
 - f. Students living in quarters furnished by the school, college, or university which subscribes to the service;
 - g. Persons temporarily subleasing the subscriber's residential premises;
 - h. Transient public in connection with the use of reservation service at airport terminals for use by the general public;
 - i. Exhibitors in exhibition halls authorized to use the subscriber's service on a temporary basis, not to exceed 30 days, at those locations;
 - j. Businesses located at the airport terminal and engaged in airport operations for the subscribing airport's local service extended for the proper functioning of the airport.
- B. Resale of Service
Unless otherwise specified, service furnished by the Company is intended only for communications in which the subscriber has a direct interest. However, most services specified in this **Guidebook** are available for resale, except as otherwise noted **in this Guidebook** and/or in the Alternative Local Exchange Carriers' (ALECs) resale agreements, by the ALECs and subject to the terms and conditions specified in this **Guidebook**. (T)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.2 Limitations and Use of Service (Cont'd)

A2.2.1 Use of Subscriber's Service (Cont'd)

- C. Hotels or motels may provide business flat or message rate telephone service to their guests or patrons.
- D. In view of the fact that the subscriber has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavoidableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.
- E. Traffic Reports as described in A32.1.4.B. may be requested at no charge for use by Enhanced Service Providers (ESPs) and Customer Premise Equipment (CPE) vendors when utilized for evaluation and engineering purposes and not provided to the customer. When a Traffic Report is requested by an ESP or CPE vendor, a study time will be determined based on availability of equipment utilized for this offering. The offering will consist of a one-week analysis of the customer's central office based facilities. These reports vary based on central office types and equipment availability.
- F. No subscriber may use any service listed in any part of this *Guidebook*, including but not limited to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable.

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A2.2.2 Establishment of Identity

- A. The calling party shall establish his identity in the course of any communication as often as may be necessary.
- B. The calling party shall be solely responsible for establishing the identity of the person or station with whom connection is made at the called location.

A2.2.3 Reserved for Future Use

A2. GENERAL TERMS AND CONDITIONS

A2.2 Limitations and Use of Service (Cont'd)

A2.2.4 Accessories Provided by the Subscriber

Accessories which aid a subscriber's convenience in his use of the facilities of the Company in the service for which they are furnished under this Guidebook are permissible provided any such accessory so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company; or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services.

A2.2.5 Broadcast of Recordings of Telephone Conversations

The broadcasting of a recording of a telephone conversation during the period of recording is permissible provided that, in the interest of protecting the privacy of telephone service, the recording is made in accordance with the provisions set forth in Section A15.

A2.2.6 Recorded Public Announcements

- A. Use of Company facilities or service in connection with automatic announcement service, automatic answering and recording service, recorder-coupler service or miscellaneous devices for recorded public announcements are subject to the following conditions:
1. For purposes of identification, subscribers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided, unless the address of the organization or individual named in the announcement is shown in the currently distributed telephone directory, *where available, otherwise in the Company's Listing Information System.*
 2. Subscribers transmitting factual public announcements such as time, stock market quotations, airline schedules and similar information are excluded from the preceding condition.
 3. Private telephone numbers will not be furnished for use with recorded public announcements.
 4. Failure to comply with the provisions of this guidebook shall be cause for termination of the service.

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A2.2.7 Limited Communication

The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions. In addition, when deemed necessary by the Company to prevent degradation of its general telephone service, arrangements which are designed to limit the volume of calls directed beyond a central office in which such calls originate may be used by the Company. The Company will incur no liability for not forwarding such calls.

A2.2.8 Transmitting Messages

The Company will not transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections. Employees of the Company are forbidden to accept either oral or written messages to be transmitted over the facilities of the Company.

A2. GENERAL TERMS AND CONDITIONS

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A2.2 Limitations and Use of Service (Cont'd)

A2.2.9 Unlawful Use of Service

The service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

A2.2.10 Cancellation of Service for Cause

- A. The Company may without notice, or with notice and allowing a reasonable time for the customer to remedy any deficiency, either suspend service or terminate the subscriber's contract without suspension of service or, following a suspension of service, disconnect the service and remove any of its equipment from the subscriber's premises upon:

1. Without Notice

- a. Abandonment of the service.
- b. Use of service in such a way as to impair or interfere with the service of other subscribers; such improper use includes, but is not limited to, the use of telephone service by a subscriber or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls, to be directed to such subscriber at or about the same time which may result in preventing, obstructing, or delaying the telephone service of others.
- c. Abuse or fraudulent use of service. Abuse or fraudulent use includes:
 - (1) The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for the service;
 - (2) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
 - (3) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

2. With Notice

The reason(s) for such suspension or termination shall be specified in the written notice.

- a. Failure of a subscriber to make suitable deposit as required by this *Guidebook*.
- b. Impersonation of another with fraudulent intent.
- c. Nonpayment of any sum due for exchange, long distance or other services, except that the following shall not constitute sufficient cause for suspension or termination of service :
 - (1) Delinquency in payment for service by a previous occupant of the premises, unless the current customer occupied the premises at the time the delinquency occurred and the previous customer continues to occupy the premises and shall benefit from such current service.

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A2. GENERAL TERMS AND CONDITIONS

A2.2 Limitations and Use of Service (Cont'd)

A2.2.10 Cancellation of Service for Cause (Cont'd)

- A. (Cont'd)
 2. With Notice (Cont'd)
 - c. Nonpayment of any sum due for exchange, long distance or other services, except that the following shall not constitute sufficient cause for suspension or termination of service : (Cont'd)
 - (2) Failure to pay for business service at a different location and telephone number shall not constitute grounds for suspension or termination of residence service or vice versa.
 - (3) Nonpayment of a bill of another customer as guarantor thereof.
 - (4) Nonpayment of administrative charges as provided in A2.4.3.B.
 - (5) Delinquency in payment for service by a present occupant who was delinquent at another address and subsequently joined the household of the subscriber in good standing.
 - (6) Delinquency in payment for separate telephone service of another subscriber in the same residence.

Residential customers whose telephone services have been temporarily denied for nonpayment will continue to have access to 911 Service (outgoing service only).
 - d. Use of service or facilities for calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another.
 - e. Any other violation of the Company's terms and conditions applying to subscriber's contracts or to the furnishing of service.
 - f. Use of a service for the purpose of performing any service in competition with the local exchange service which the Company may now or hereafter furnish.
 - g. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
 - h. The Company reserves the right to cancel any contract for service with and to discontinue service to any subscriber who uses any service listed in any part of this General Exchange Guidebook, including but not limited to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable.

A2.3 Establishment and Furnishing of Service

A2.3.1 Availability of Facilities

- A. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of such service.
- B. The rates and charges quoted in this guidebook provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.
- C. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the terms and conditions as set forth in Section A5. "Charges Applicable Under Special Conditions," except as otherwise specified.
- D. The Company may discontinue certain services in geographic areas for which the Company has no customers subscribing to those services. (C)
- E. The Company may grandfather or discontinue Company services in certain geographic areas at its discretion, subject to any applicable regulatory approvals. All services described in this Tariff/Guidebook will no longer be available for purchase by new or existing customers in certain geographic areas in Florida. In addition, requests to move, add or change existing service will not be accepted. Existing customers may cancel local features on their existing service. (C) (C) (C) (C)
 For service availability by Wire Center: https://cpr.att.com/common/DLS_Filing_Info.htm
 For service availability by address: <https://cpr.att.com:8443/search/csiServiceAvailability>

NOTE 1: Effective on or after December 31, 2023 (as permitted by the FCC), neither new nor existing customers will be permitted to purchase services in certain geographic areas.

A2. GENERAL TERMS AND CONDITIONS

A2.3 Establishment and Furnishing of Service (Cont'd)

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A2.3.2 Flat, Message and Measured Rate Services

- A. Residence subscribers who have two or more exchange lines in their home may elect to receive different types of service (e.g. flat rate services and measured type services) on these lines. The lines may be equipped with any combination of the service options available in their exchange.

Generally, a combination of different types of business services, i.e. any service which includes flat rate service to all or part of its local service area and any service which applies usage rates to all originated messages, will not be furnished to the same subscriber at the same business location. Different subscribers at the same business location, even in the same office, may each subscribe to a different type of service so long as each has a different account and the subscribers do not share a communication or other key-type system. Business subscribers may combine the services listed below with any other services at the same premises.

1. Hotel and hospital service, as specified in Section A11., where flat rate service may be furnished for the exclusive use of the hotel or hospital management when used in combination with message rate service for the hotel or hospital stations. Flat rate service may be provided in guests' or patients' rooms, in lieu of message rate service, in addition to flat rate service for administrative management use in hotels and hospitals. (Regardless of the type of service the hotel or hospital subscribes to, a guest or patient using the station as a place of residence may subscribe individually to flat rate service);
2. Premises where payphone stations may properly be located;
3. Nonadministrative lines connected to secretarial service facilities and not furnished with outward service;
4. Foreign Exchange Service;
5. Back-Up Line Service;
6. Toll trunk service (toll terminals);
7. Access line services which are not part of the primary voice system at a location and are used for facsimile copy transmission only, for computer data transmission only, for electronic transmission of medical information only, for access to an automatic attendant or voice mail system only, or for contingency or temporary use only during service outages of the primary system.

Business subscribers of Sharing and Resale of Telephone Services shall be allowed to mix as specified in A23.1.1.D.

A2.3.3 Reserved For Future Use

A2.3.4 Reserved for Future Use

A2.3.5 Application for Service

- A. Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with the rates, charges, terms and conditions from time to time in force and effect.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.5 Application for Service (Cont'd)

- B.** The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness, except that failure to pay for business service at a different location and a different telephone number shall not constitute sufficient cause for refusal of residence service or vice versa. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness. The reason(s) for such refusal will be specified to the applicant in a written notice.
- C.** An applicant may not be refused service because of the reasons iterated in Paragraph A2.2.10.A.2.d for which service may not be suspended or terminated.
- D.** If telephone service is established and it is subsequently determined that either condition in B. above exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.
- E.** When an application for service and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are cancelled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.
- F.** When equipment has been ordered for the specific needs of a subscriber and the installation thereof is delayed in excess of six (6) weeks by or at the request of the subscriber, charges as specified in Section A5.3.2 may apply for such equipment for the period of the delay.
- G.** When a subscriber requests a change in location of all or a part of the facilities covered by his application for service or requests for additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he may be required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.
- H.** If a subscriber engages in activities that the Company determines to be degrading to the overall operation of its network and/or interferes with the use of the Company's services by other subscribers, the Company may make appropriate arrangements in its network to alleviate such service degradation or interference. The subscriber causing the degradation or interference shall be required to reimburse the Company for any recurring or nonrecurring charges associated for the arrangement. In the event that such an arrangement is not deemed feasible by the Company, the Company may disconnect the subscriber's service without notice if, in the Company's sole opinion, such disconnect is warranted to alleviate the above condition.

A2.3.6 Application of Rates for Business and Residence Service

- A.** In general business rates apply at business locations and residence rates apply at residence locations, as illustrated and qualified by the situations described in B. or C. following.
- B.** Business rates apply for:
 - 1. Offices, stores, factories, mines and all other places of a strictly business nature.
 - 2. Offices of hotels, boarding houses, and apartment houses; colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions. For the purpose of this *Guidebook*, a boarding house is defined as a structure where rooms are rented or boarders taken.
 - 3. Service terminating solely on the secretarial facilities of a telephone answering bureau.

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A2. GENERAL TERMS AND CONDITIONS

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.6 Application of Rates for Business and Residence Service (Cont'd)

B. Business rates apply for: (Cont'd)

4. Service listed in the Company's business *Listing Information System* as a business. (T)
(D)
5. WatsSaver service which is consolidated from separate locations and may include residential intrastate intraLATA toll usage.
6. Unlimited Calling Plan service which is consolidated from separate locations and may include eligible residential intrastate intraLATA usage.

C. Residence rates apply for:

1. Individual lines which terminate at a private residence location where a business listing is not employed in the Company's *Listing Information System*. See Section A3. for the quantity of residence service lines allowed in rotary or hunting at a private residence location. (T)
2. Subscribers residing in private apartments in hotels, clubs, hospitals, and boarding houses who request their own individual residential service when business listings are not employed.
3. Subscribers residing in college sorority or fraternity houses who order their own individual residence service for their rooms.
4. Secretarial line terminations of residence main service terminating as extension lines on the premises of a telephone answering bureau.

D. If a subscriber's service changes from business service to residence service, the telephone number will normally be changed. Reference of calls will normally not be provided regardless of how long existing directories will remain in effect. Service charges, which apply for such changes, are quoted in Section A4.

The business telephone number may be continued for the residence service only if all the facts indicate that the service is no longer to be used substantially for business purposes.

E. Changes from residence to business service may be made without change in telephone number, if the subscriber so desires. Service charges, which apply for such changes, are quoted in Section A4.

F. Customers identifying themselves as amateur radio operators, licensed under Part 97 of the Federal Communications Commission (FCC) Rules and Regulations, will be charged business rates at business locales and residence rates at residence locales. This includes Amateur Radio Emergency Service (ARES), Radio Amateur Civil Emergency Service (RACES) and Military Affiliate Radio System (MARS) individual or club requests. The Company expects that the access line will be employed to connect amateur radio transmitters and receivers to the Company's telephone network for Control Line, Phonepatch, and/or Autopatch purposes. Although the FCC prohibits the transmission of business communications by an amateur radio station (Para. 97.110), this rule does not negate the application of the appropriate business or residence classification of telephone access lines.

A2. GENERAL TERMS AND CONDITIONS

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.7 Transfer of Service Between Subscribers

- A. Service previously furnished one subscriber may be assumed by a new subscriber upon due notice of cancellation, or in case of abandonment, provided there is no lapse in the rendition of service. Such transfers are subject to service connection charge terms and conditions, and may be arranged for in either of two ways:
 - 1. If the new subscriber, fully understanding the terms and conditions governing the service and the status of the account willingly assumes all obligations thereunder, then future bills will be rendered to him without an adjustment to or from any particular date, with the Company arranging for the requested change in billing and listing.
 - 2. If the new subscriber does not wish to assume payment of the old account a new service application is taken and an adjustment in billing is made to and from the date the transfer is effective.
- B. Under either method of transfer the reassignment of the old telephone number to the service of the new party is arranged for only after the former subscriber has given his consent to its use, and then only when, in the judgment of the Company, there exists no relationship, business or otherwise, between the old and new subscribers, and when in the judgment of the Company a change in the telephone number is not required.
- C. When in the judgment of the Company a relationship does exist, business or otherwise, between the old and new subscribers, the reassignment of the old telephone number will not be permitted unless all charges due under the current account have been paid, and then only when in the judgment of the Company a change in the telephone number is not required.

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A2.3.8 Initial Service Periods

- A. Unless otherwise specified, the rate for all services offered in this guidebook are monthly rates and the initial service period is one month commencing with the date of installation of the service.
- B. For all other services furnished with initial service periods exceeding one month, the applicable initial service period is the number of months indicated in brackets following the basic termination charge listed in that section of this guidebook containing the service offered except for those services provided for under Plan 1 and Plan 2 in other sections of this Guidebook.
- C. The initial service period relates to each applicable unit of service, either on the initial or subsequent installations.

A2.3.9 Floor Space, Electric Power and Operating at the Subscriber's Premises

- A. The subscriber is responsible for the provision and maintenance, at his expense, of all suitable space and floor arrangements required on his premises for communication facilities provided by the Company in connection with services furnished to the subscriber by the Company. Suitable power outlets and commercial power required for the operation of such facilities shall be provided by, and at the expense of, the subscriber.
- B. All operating required for the use of communications facilities provided by the Company at the subscriber's premises will be performed at the expense of the subscriber, and must conform with the operating practices and procedures of the Company to maintain a proper standard of service.

A2.3.10 Provision and Ownership of Equipment and Facilities

- A. Equipment and facilities furnished by the Company on the premises of a subscriber or authorized user of the Company are the property of the Company and are provided upon the condition that such equipment and facilities, except as expressly provided in this guidebook, must be installed, relocated and maintained by the Company and that the Company's employees and agents may enter said premises at any reasonable hour to make collections from coin boxes, to install, inspect or repair any part of the Company's equipment and facilities on the subscriber's premises, upon termination or cancellation of the service, to remove such equipment, instruments and lines.

A2. GENERAL TERMS AND CONDITIONS

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.10 Provision and Ownership of Equipment and Facilities (Cont'd)

- B.** Subscribers may not disconnect or remove or permit others to disconnect or remove any apparatus installed by the Company, except as expressly provided in this Guidebook or upon the written consent of the Company.
- C.** Equipment and facilities furnished by the Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof expected.

A2.3.11 Provision and Ownership of Directories

Telephone directories, *where available*, distributed from time to time by the Company remain the property of the Company, shall not be mutilated and shall be surrendered upon request. No binder, holder, insert or auxiliary cover or attachment of any kind not furnished by the Company shall be attached to the directories owned by the Company, except that this prohibition shall not apply to a subscriber-provided binder, holder, insert, or auxiliary cover which is not so attached as to impede reference to essential service information or otherwise interferes with service. (T)

Where available, each subscriber served by a directory shall be furnished one copy of that directory for each exchange access line. When requested by the subscriber, a reasonable number of additional directories may be provided and no charge will apply. (T)

A2.3.12 Provision and Ownership of Telephone Numbers

Telephone numbers are the property of the Company and are assigned to the service furnished the subscriber. The subscriber has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the subscriber, whenever the Company deems it necessary to do so in the conduct of its business.

A2.3.13 Maintenance and Repairs

All ordinary expense of maintenance and repairs, unless otherwise specified in this guidebook, is borne by the Company. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the subscriber or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the control of the subscriber, the subscriber shall be required to pay the expense incurred by the Company in connection with the replacement of the property damaged, lost, stolen, or destroyed, or the expense incurred in restoring it to its original condition.

A2.3.14 Company Facilities at Hazardous or Inaccessible Locations

Where new or additional service is to be established at a location that would involve undue hazards, or where accessibility is impracticable, to employees of the Company, the subscriber may be required to install and maintain the Company's equipment and facilities in a manner satisfactory to the Company, any remuneration to be based on the conditions involved.

Where new or additional service is to be established at a location that has a hazardous electrical environment (e.g., an electric power substation or generating plant or a high voltage transmission tower, switching or distribution location), the customer must have high voltage isolation equipment installed at such premises whenever hazardous voltages of 1000V peak-asymmetrical or greater exist prior to the installation of Company ordered service. If the customer is aware that its premises are located where such hazardous voltages exist, the customer must notify the Company of this fact at the time its order for service is placed. The Company makes high voltage isolation equipment that complies with the Institute of Electrical and Electronics Engineers ("IEEE") Standards 487 and 1590 available to its customer under Special Assembly to meet location specific requirements.

The customer may elect to provide high voltage protection by means other than Special Assembly and if customer so elects, the customer shall submit its proposed design and equipment specifications to the Company for the Company's approval prior to installation of Company service ordered. Where the customer has elected to select, install, use and maintain its own high voltage protection equipment, the customer does so with the understanding that it is solely responsible for any interruption of the Company's service associated with its selection, installation, use or maintenance of the high voltage protection. Furthermore, the customer, its employees, agents, officers, directors, affiliates, successors and assigns agree to indemnify and hold the Company, its subsidiaries, affiliates and their collective employees, agents, officers, and directors harmless from all loss, liabilities, costs and expenses, including attorneys' fees and all costs of defense and settlement, resulting from interruption of service, damage to property, claims, demands, suits or actions of any nature whatsoever arising from the failure of the high voltage protection selected, installed, used or maintained by the customer.

The Company reserves the right to suspend any service it provides absent required high voltage protection until adequate protection is provided.

Standard intervals do not apply for service ordered where voltage isolation equipment is required and must be installed prior to installation of new or additional service ordered from the Company.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.15 Work Performed Outside Regular Working Hours

Except as expressly provided in this *Guidebook*, the rates and charges specified in this *Guidebook* contemplate that all work in connection with furnishing or rearranging service be performed during regular working hours. Whenever a subscriber requests that work necessarily required in the furnishing or rearranging of his service be performed outside the Company's regular working hours or that work once begun be interrupted, so that the Company incurs costs that would not otherwise have been incurred, the subscriber may be required to pay, in addition to the other rates and charges specified in this *Guidebook*, the amount of additional costs incurred by the Company as a result of the subscriber's special requirements.

(T)

A2.3.16 Suspension of Business and Residence Service

A. General

1. Upon request, a subscriber to business or residence service may arrange for the temporary suspension of existing service. Suspension of service is available on a subscriber's complete service or on such portion thereof as can be suspended.
2. When the period of suspension for residence service is less than one month, or more than nine months in any calendar year the regular charges for the full month of service shall apply for that period of less than one month or more than nine months.
3. When the period of suspension for business services is less than one month or more than six months in any calendar year, the regular charges for the full month of service shall apply for that period of less than one month or more than six months except for certain subscribers as specified in B.2.b. following.
4. When a complete service, or portion thereof which can be suspended, is subject to an initial service period of more than one month, the basic termination charge applicable thereto will be reduced at one-half the normal full rate of reduction while the service is on a suspended basis and the initial service period is extended by one-half month for each month of suspension.
5. In connection with complete suspension of service, local or long distance service is not furnished during the period of suspension. At the request of the subscriber, inward calls to a service which is suspended may be referred to the call number of another service in the same or a distant exchange.
6. The charge for the total suspension period may be collected in advance.
7. There is no reduction in the charge for foreign central office line mileage, foreign exchange line mileage, or tie line services during the period of suspension.
8. No allowance is made in the charges for additional listings or joint user service except when the service under the main contract is temporarily suspended.
9. There is no reduction in the recurring charge for Back-Up Line during the suspension period.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.16 Suspension of Business and Residence Service (Cont'd)

B. Application Of Charges

1. Residence Service

- a. Except as provided in service-specific *guidebook* sections, the charge for residence basic exchange line service and associated optional services and features during the period of suspension is 50 percent of the rate regularly charged. Where specified in other sections of this *Guidebook*, optional services associated with the basic exchange line can be suspended at no recurring charge during the period of suspension. Other restrictions in service-specific *guidebooks* shall still apply. Service charges will continue to apply as specified in Section A4. (T)
- b. The minimum charge per suspension is two times the residence suspend rate except as provided in 2. below.
- c. **(DELETED)** (D)

2. Business Service and Residence PBX Service

- a. Except as provided in service-specific *guidebook* sections and as modified in b. through d. following, the charge for business basic exchange line service, residence PBX trunk service and associated optional services and features during the period of suspension is 50 percent of the rate regularly charged. Where specified in other sections of this *Guidebook*, optional services associated with the basic exchange lines or trunks will be suspended at no recurring charge during the period of suspension. Other restrictions in service-specific *guidebooks* shall still apply. Service charges will continue to apply as specified in Section A4. (T)
- b. The minimum charges for any calendar year shall be three-fourths of the regular annual rate except where the subscriber is an emergency oriented organization which satisfies the conditions listed following:
 - 1. The primary mission of the emergency organization is the preservation of life or property;
 - 2. The organization is government funded;
 - 3. The use of the suspended service is limited to emergency situations and kept on a standby basis during testing by the subscriber.
- c. The monthly charge and the minimum charge for suspension of Centrex-CO dormitory stations, or any part billed on the same account is the same as that specified in Paragraph A2.3.16.B.1.
- d. Suspension of service is not permitted for services or items provided under either rate Plan 1 or Alternate Plan 1 of other sections of this *guidebook*. Systems or items provided under Plan 2, however, may be suspended under the provisions stated above. (T)

A2.3.17 Termination of Service

A. Termination Of Service By The Company

- 1. Violation of any of the *terms and conditions* contained in this *Guidebook* on the part of the subscriber may be regarded as sufficient cause for termination of the subscriber's service. (T)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.17 Termination of Service (Cont'd)

A. Termination Of Service By The Company (Cont'd)

2. When the service is terminated on the initiative of the Company because of violation of its *terms and conditions* by the subscriber, the *terms and conditions* stipulated below for termination of service at the subscriber's request apply. (T)
3. The Company may refuse to furnish or continue to furnish service hereunder, if such service would be used or is used for a purpose other than that for which it is provided or when its use interferes with or impairs, or would interfere with or impair, any other service rendered to the public by the Company.

B. Termination Of Service At The Subscriber's Request

1. Service may be terminated at any time upon reasonable notice from the subscriber to the Company. Upon such termination the subscriber shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

A2.3.18 Ringer Limitations

- A.** Except as provided herein, the capability to activate one ringer is provided for each access line.
- B.** The number of ringers directly connected to the access line is limited to four per access line.

A2.3.19 Reserved for Future Use

A2.3.20 (DELETED)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.21 Connection with Miscellaneous Common Carriers

A. Application

1. Service is available to and from customers of miscellaneous common carriers through connecting facilities provided by the Company in accordance with the provisions as set forth in 2. through 5. following.
2. Subject to the availability of facilities and the reasonable requirements of the Company for its telecommunications service, the Company will, at the miscellaneous common carrier's request, extend and physically connect its facilities with those of the miscellaneous common carrier for the purpose of interchanging intrastate traffic in connection with the miscellaneous common carrier's Domestic Public Land Mobile Radio Services (as defined in Part 22 of the FCC Rules). Such connection and interchange of intrastate traffic shall be as follows:
 - a. Two-Way Mobile Traffic

The Company will extend and connect its facilities between any telephone exchange whose rate center is located in the miscellaneous common carrier's Reliable Service Area (as defined in Part 22 of the FCC Rules) and the miscellaneous common carrier's control point(s) or communications system serving that Reliable Service Area.
 - b. One-Way Signaling Traffic

The Company will extend and connect its facilities between any telephone exchange within which a signaling receiver is served by the miscellaneous common carrier's system and the miscellaneous common carrier's control point(s) or communications system serving that system.
3. The facilities provided for connection and interchange of traffic shall not be used, switched or otherwise connected together by the miscellaneous common carrier for the provision of through calling from a landline telephone to another landline telephone, nor shall they be switched or otherwise connected together by the miscellaneous common carrier for the provision of through calling from a landline or mobile unit located in one Reliable Service Area to a landline telephone or mobile unit in another Reliable Service Area.
4. Specific administrative procedures, connection and operating arrangements and charges for the facilities provided by the Company to the miscellaneous common carrier for the purpose of connection and interchanging traffic are set forth in various intercarrier agreements between the Company and the miscellaneous common carriers or in the *guidebooks* of the Company as appropriate. Where the state franchise area or state authorization of the miscellaneous common carrier is different from the Reliable Service Area the terms and conditions of connection and interchange of traffic may be modified to recognize the extent of such state franchise or authorization.

(T)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.3 Establishment and Furnishing of Service (Cont'd)**A2.3.21 Connection with Miscellaneous Common Carriers (Cont'd)****A. Application (Cont'd)**

5. The connection and interchange of traffic as set forth in 1 through 4 preceding does not constitute a joint undertaking with the miscellaneous common carrier for the furnishing of any service.

A2.3.22 Reserved for Future Use**A2.4 Payment Arrangements and Credit Allowances****A2.4.1 Advance Payments**

- A.** An applicant for service or facilities may be required to pay in advance of installation an amount not to exceed applicable service connection, installation or other nonrecurring charges plus charges for one month of service. Where construction charges are applicable the payment thereof may be required in advance of start of construction.
- B.** The amount of the advance payment is credited to the customer's account on the first bill rendered under the contract.

A2.4.2 Credit and Deposits for Applicants

- A.** The Company may, in order to safeguard its interests, require an applicant to establish satisfactory credit or pay a cash deposit as set forth in the following:
 1. Credit will be deemed to be established if:
 - a. The applicant for service has been a customer of any telephone utility within the last two years and during the last 12 consecutive months of service did not have more than two occasions in which a bill was paid after becoming delinquent and never had service disconnected for nonpayment.
 - b. The applicant for service furnishes a guarantor satisfactory to the Company, to secure payment of bills for service requested. A satisfactory guarantor shall, at the minimum, be a customer with a satisfactory payment record.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements and Credit Allowances (Cont'd)**A2.4.2 Credit and Deposits for Applicants (Cont'd)**

- A. The Company may, in order to safeguard its interests, require an applicant to establish satisfactory credit, or pay a cash deposit, as set forth in the following: (Cont'd)

1. Credit will be deemed to be established if: (Cont'd)

- b. (Cont'd)

A guarantor's liability shall be terminated when a residential customer whose payment of bills is secured by the guarantor meets the requirement of A2.4.2.C.2 following. Guarantors providing security for payment of residential customers' bills shall only be liable for bills contracted at the service address contained in the contract of guaranty.

- c. The applicant furnishes an irrevocable letter of credit from a bank or surety bond.

2. A cash deposit for local exchange service and toll service may be required of an applicant, if satisfactory credit is not established, in an amount not to exceed the charges for one month's local exchange service plus the Company's estimate of two months' long distance service. An additional amount of deposit for a reasonable amount may be required where the Company provides terminal equipment or special arrangements: having a termination liability; carrying any requirement that the customer continue to subscribe to the equipment or arrangement for more than one month; or requiring the customer to pay an amount greater than one month's billing upon disconnection in whole or in part.

- B. New Or Additional Deposits For Existing Subscribers

The Company may require, upon reasonable written notice of not less than 15 days, a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills. Provided, however, that the total amount of required deposit should not exceed twice the actual average monthly toll billing plus one month's local service charge for the 90 day period immediately prior to the date of notice. In the event the customer has had service less than 90 days, then the Company shall base its new or additional deposit upon the actual average monthly billing available. When the Company has good reason to believe payment by a nonresidential customer is in jeopardy and the usage is significantly above normal for that customer, the Company may request a new or additional deposit. If the deposit requested is not paid within 48 hours, the Company may discontinue service.

Should the Company determine that credit information given by a customer is false or materially incorrect, the Company may immediately require the customer to pay a new or additional deposit equal to the deposit which would have been charged at the time of the request for service had the correct credit information been given by the customer.

- C. Refund Of Deposits

1. If, after 90 days' service, the actual initial deposit is found to be greater than an amount equal to one month's local exchange service plus two months' actual average toll service, plus an amount related to the deposit amount covering terminal equipment or special arrangements as specified in paragraph A2.4.2.A.2. above, the Company shall, upon demand of the subscriber, promptly refund the difference. Deposits covering terminal equipment or special arrangements shall normally be retained in whole or in part during the period such equipment or arrangement is in service.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements and Credit Allowances (Cont'd)**A2.4.2 Credit and Deposits for Applicants (Cont'd)****C. Refund Of Deposits (Cont'd)**

2. After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit providing the customer has not in the preceding 12 months (a) made more than one late payment of a bill (after the expiration of 15 days from the date of mailing or delivery by the Company) (b) paid with a check refused by a bank, (c) been disconnected for nonpayment or at any time (d) used service in a fraudulent or unauthorized manner. The Company may elect to return a deposit to a residential customer in less than 23 months.

Deposits of business customers may be refunded, in whole or in part, at the option of the Company at any time.

When a business customer qualifies under the same conditions as specified for residential customers preceding, the Company may at its option refund the deposit in whole or in part, or pay the higher rate of interest specified in A2.4.2.D. following.

3. Upon termination of service, the deposit and accrued interest may be credited by the Company against the final account and the balance, if any, shall be returned promptly to the customer but in no event later than 45 days after service is discontinued.

D. Interest On Deposit

All deposits required by the Company shall bear interest at 6 percent per annum to begin and run from the date said deposit is made except that, no interest shall apply on a deposit unless the deposit and the service have been in existence for a continuous period of six months. Interest prior to June 1, 1963 is computed on a simple interest basis; from June 1, 1963 to April 1, 1969 it is compounded annually. Subsequent to April 1, 1969 the deposit interest shall be simple interest in all cases and settlement of the interest shall be made annually, either in cash or by credit on the current bill.

The Company shall pay an interest rate of 7 percent per annum on deposits of business customers qualifying under A2.4.2.C.2 preceding when the Company elects not to refund such deposit after 23 months.

E. Receipt For Deposit

A nontransferable certificate of deposit shall be issued to each customer and means provided so that the customer may claim the deposit if the certificate is lost. The deposit receipt shall contain notice that after 90 days' service, the subscriber is entitled to refund of any deposit over and above an amount equal to one month's local service plus two months' actual average toll service.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements and Credit Allowances (Cont'd)

A2.4.2 Credit and Deposits for Applicants (Cont'd)

F. Responsibility For Payment

The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's *terms and conditions* as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sums due for service rendered.

(T)

A2.4.3 Payment for Service

- A.** The subscriber is responsible for payment of all appropriate charges for completed calls, services, and equipment. All charges due by the subscriber are payable at the Company's Business Office or at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where any undercharge in billing of the subscriber is the result of a Company mistake, the Company may not backbill in excess of twelve (12) months. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.
- B.** The subscriber shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for long distance service. The subscriber is responsible for payment of all charges for services furnished the subscriber, including charges for services originated or charges accepted at the subscriber's station.

Payment for Federal Government customers will be in compliance with the Federal Acquisition Regulations Clause 52.232-25 – Prompt Payment.

1. A charge of twenty-five dollars (\$25.00) or five percent (5%) of the face value of the check, whichever is greater, will apply whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.¹

Note 1: Nonpayment of this charge will not constitute sufficient cause for interruption or cancellation of service.

A2. GENERAL TERMS AND CONDITIONS

A2.4 Payment Arrangements and Credit Allowances (Cont'd)

A2.4.3 Payment for Service (Cont'd)

- C.** A Late Payment Charge of *nine dollars and seventy-five cents (\$9.75)* for residence subscribers and a Late Payment Charge of fifteen dollars (\$15.00) for business subscribers will be applied to each residence subscriber's bill with a balance greater than \$5.00 (including amounts billed in accordance with the Company's Billing and Collections Services) when the previous month's bill has not been paid in full prior to the next billing date. (C)

This Guidebook shall apply to federal and state government pursuant to existing statutes applicable to those governmental entities. The Late Payment Charge for Federal Government customers will be in compliance with the Federal Acquisition Regulations Clause 52.232-25 – Prompt Payment.

- D.** Should service be suspended for nonpayment of charges, it will be restored upon payment of the Line Change Charge applicable for restoration of service as provided in Section A4.
- E.** When the service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Guidebook.
- F.** In its discretion, the Company may restore or reestablish service which has been suspended or disconnected for nonpayment of charges, or otherwise discontinued, terminated or interrupted, prior to payment of all charges due. Such restoration or reestablishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this Guidebook; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.
- G.** Bills for service shall not be considered delinquent prior to the expiration of fifteen (15) days from the date of mailing or delivery by the Company. However, the Company may demand immediate payment under the following circumstances:
1. Where service is terminated or abandoned.
 2. Where toll service is two (2) times greater than the subscriber's average usage as reflected on the monthly bills for the three (3) months prior to the current bill or, in the case of a new customer who has been receiving service for less than four (4) months, where the toll service is twice the estimated monthly toll service.
 3. Where the Company has reason to believe that a business subscriber is about to go out of business or that bankruptcy is imminent for that subscriber.

H. Toll Credit Limit (TCL)

Toll Credit Limit (TCL) is an interim phase of toll denial in lieu of local service denial. It offers subscribers the option of toll restriction while paying a deposit or an overdue bill balance on an installment basis.

1. The Toll Credit Limit process shall apply for subscribers requesting new service with no outstanding bill balance, subscribers requesting new service with unpaid balances from previous service, and for existing subscribers with overdue outstanding charges.
 - a. **New Service With No Outstanding Charges For Previous Service**
 When the Company deems it necessary for a subscriber requesting new service to pay a deposit and the subscriber is unable to pay the deposit in full, the subscriber may be allowed to pay the deposit in up to four (4) installments if the subscriber agrees to a full toll restriction of the service, at no charge, until the deposit is paid in full.
 An arrangement may be made to waive the deposit if the subscriber chooses to have a full toll restriction on the requested service until satisfactory credit has been established.
 - b. **New Service With Outstanding Charges For Previous Service**
 Residence subscribers requesting new service who have outstanding charges from previous service with the Company, which have not yet been referred to an outside collection agency, will be allowed to select full toll restriction of the service until the charges are paid in full. These subscribers can make arrangements to pay the charges in up to four (4) installments.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements and Credit Allowances (Cont'd)

A2.4.3 Payment for Service (Cont'd)

H. Toll Credit Limit (TCL) (Cont'd)

1. (Cont'd)

c. Existing Service

Residence subscribers with overdue bill balances who are unable to pay the charges in full may be allowed to retain their local service if they elect to have a full toll restriction placed on their existing service, at no charge, until the charges are paid. These subscribers may arrange to pay the outstanding balance in up to four (4) installment payments.

- I.** Residence subscribers with overdue bill balances for their existing service, which has been temporarily suspended for nonpayment, who are unable to pay the overdue charges in full may be allowed to retain their local service if they elect to have a full toll restriction placed on their existing service, at no charge, until the overdue charges are paid. These subscribers may arrange to pay the outstanding balance in up to twelve (12) monthly installment payments. An Installment Billing Service Fee may apply as specified in Section A4.

J. Miscellaneous Fees Associated With Payments

1. Payment Convenience Fee for Payment Made Via Telephone Call

A fee may apply for each instance of payment of outstanding charges when authorized by the subscriber by telephone (whether such telephone call was initiated by the subscriber or by the Company) and when the method of payment would allow the payment to be immediately credited to the subscriber's account, such as payment via a credit card, an electronic check (eCheck), or any other discretionary type payment that may be accepted by the Company through such telephone contacts. This fee will not apply for payments taken directly by subscribers to authorized Company payment locations, payments mailed in, automatic funds transfers, payments through the Company Internet website (www.att.com), telephone payments utilizing an Integrated Voice Response Unit (IVRU), and other conventional methods of payments. The subscriber would be informed of any applicable charges prior to processing the subscriber's request.

(T)

a. Rates and Charges

(1) Per Telephone Request

	Rate	USOC
(a) Residence	\$5.00	NA
(b) Business	5.00	NA

A2.4.4 Allowance for Service Outages

When the use of service or facilities furnished by the Company becomes unavailable due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed, for the service and facilities rendered useless and inoperative by reason of the service outage during the time the outage continues in excess of twenty-four (24) hours from the time it is reported to or detected by the Company, except as otherwise specified in this *guidebook*. The adjustment shall not be applicable for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work. For the purpose of administering this *term and condition*, every month is considered to have thirty (30) days.

(T)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements and Credit Allowances (Cont'd)**A2.4.5 Provision for Certain Local Taxes and Fees**

When a municipality or political subdivision of the state charges the Company any license, occupational, franchise, inspection or other similar tax or fee, whether in a lump sum, or at a flat rate, or based on receipts, or based on poles, wires, conduits or other facilities, the aggregate amount of such taxes and fees will be billed, insofar as practical, pro rata to exchange subscribers receiving service in the municipality or political subdivision.

A2.4.6 Provision for Certain Local Ordinance Costs

When the Company by virtue of its compliance with a municipal or county ordinance, incurs significant costs that would not otherwise normally be incurred, all such costs shall be billed, insofar as practical, pro rata, per exchange access line, to those subscribers receiving exchange service within the municipality or county as part of the price for exchange service.

An estimated monthly amount of such costs shall be billed to the affected subscribers each month and an adjustment to reconcile these estimates to the actual costs incurred for the six month periods ending June 30 and December 31 of each year shall be applied.

Charges for permits, licenses or fees required by governing authorities for installing any telephone wire in a building will be billed by the Company to the requesting party.

A2.4.7 Reserved for Future Use

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements and Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment

- A. In the event that all or any part of the service is disconnected at the customer's request prior to the expiration of any selected payment period of greater than one month's duration, the customer will be required to pay the applicable termination charge as stated in the Access Service Tariff, the Private Line *Guidebook* and this *Guidebook*. The *guidebook* provisions concerning termination liability shall be inapplicable to any state, county, or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

(T)

1. a statute;
2. an ordinance;
3. a policy directive; or
4. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation.

Absent any official statute, ordinance, policy directive, or constitutional provision, the customer shall be responsible for the termination charges.

Nonrecurring charges from Section A4. and from the specific *guidebook* section for the contracted service, associated with the establishment of the contracted service that has been deferred over the life of the payment plan, shall be due immediately and in full at the time of disconnect of the service in accordance with the *guidebook* for the affected service.

(T)

A2.4.9 Reserved for Future Use

A2.4.10 Payment Plans for Contract Services

A. General

1. The *terms and conditions* specified herein are applicable to specific services as indicated in each service's respective section of this *Guidebook*.
2. Services furnished under the Payment Plans for Contract Services (PPCS) are subject to all general *terms and conditions* applicable to the provision of service by the Company as stated elsewhere in this *Guidebook* except as noted herein.
3. The PPCS are payment plans which allow customers to pay fixed or variable rates for services provided over variable contractual payment periods. A specific monthly rate applies for the duration of each period.

(T)

(T)

Payment periods for services provided under PPCS will be described in the services' specific *guidebook* section. The following is an example of payment periods offered.

- a. Payment Plan A - payment periods may be selected from 24 months to 48 months in length.
- b. Payment Plan B - payment periods may be selected from 49 months to 72 months in length.
- c. Payment Plan C - payment periods may be selected from 73 months to 96 months in length.
4. When the customer extends service beyond the longest service period offered, then rates for the longest available service period will apply.
5. When the customer orders service to be provided under a PPCS arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g. Payment Plan B and sixty months.

B. Application of Rates and Charges

1. Rates stabilized under a PPCS arrangement are exempt from Company-initiated increases, however, decreases for any rate element will automatically flow through to the customer. Effective with this *Guidebook*, customers under a PPCS arrangement will be billed the lower of their existing PPCS rates or the current PPCS rates for their service arrangement.
2. When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period. A service charge will not be applicable for such renewals or changes to the payment period.

(T)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements and Credit Allowances (Cont'd)

A2.4.10 Payment Plans for Contract Services (Cont'd)

B. Application of Rates and Charges (Cont'd)

3. Recurring rates and installation, termination, service establishment, Service Connection and other nonrecurring charges apply according to the appropriate schedules for services offered as associated items to Contracted Services, and are filed elsewhere in this *Guidebook*. (T)
4. Customer requests for inside moves of service will not affect the contract period.
5. A change in jurisdiction will not constitute a disconnect of service provided the new PPCS arrangement is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining service period, whichever is greater, and provided the new PPCS arrangement is for the same customer at the same location for the same capacity service.

C. Termination Liability Charge

1. In the event that all or any part of a service is disconnected at a customer's request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in that service's section of this *Guidebook*. (T)

D. Additions

1. Additions of services or rate elements, e.g. ports, new local channels, interoffice channels, etc., must be under a new PPCS arrangement at rates and charges as specified in B. preceding.
2. Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects as stated in E. following.

E. Disconnects

1. When a service or rate element, included under a PPCS arrangement, is disconnected prior to expiration of the selected service period, Termination Liability Charges apply as set forth in the rate *terms and conditions* in this *Guidebook* for such service. Remaining services or rate elements will not be affected by such disconnections. (T)
2. When a *guidebook* service under a PPCS arrangement is disconnected prior to the expiration of a selected service period as a result of a change of jurisdiction Termination Liability Charges will not apply when: (T)
 - the completed service period is twelve months, or twenty-five percent of the length of the originally selected PPCS service period, whichever is greater, and
 - the service orders to install the new service and disconnect the old service are related together and there is no lapse in service between installation of the new service and disconnection of the existing service, and
 - the service orders are for the same customer at the same location.

F. Moves of Equipment

1. The appropriate nonrecurring charges for inside moves for items associated with contract services as specified in this and other *Guidebooks* are applicable. This type movement will not affect the contract period. (T)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements and Credit Allowances (Cont'd)**A2.4.10 Payment Plans for Contract Services (Cont'd)****F. Moves of Equipment (Cont'd)**

2. Customer requests for moves of service(s) under PPCS, other than inside moves, will be subject to the conditions stated in M. following.

G. Requests for Changes in Length of Optional Payment Period

1. Subsequent to the establishment of a contract with a PPCS period, and prior to the completion of that period, the existing payment period may be replaced by:
 - a. A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new PPCS effective date.
 - (3) No termination charge applies for the remaining portion of the former payment period.
 - (4) Nonrecurring charges will not be reapplied.
 - (5) A service charge will not apply.
 - b. A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new PPCS effective date.
 - (3) A termination charge applies for the remaining portion of former payment period.
 - (4) Nonrecurring charges will not be reapplied.
 - (5) A service charge will not apply.

H. Renewal Options

1. The customer has the following renewal options:
 - a. Prior to completion of the current payment period, any period available under the PPCS may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
 - b. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Guidebook. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one month service will be subject to Company-initiated rate adjustments.
 - c. If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in b. preceding.
 - d. Upon expiration, Letters of Election executed on or after May 1, 2005, shall automatically renew for an additional one-year term under the same rates, terms and conditions in effect under the original Letter of Election, unless the Subscriber or the Company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements and Credit Allowances (Cont'd)

A2.4.10 Payment Plans for Contract Services (Cont'd)

H. Renewal Options (Cont'd)

2. Service charges are not applicable for services renewed under the PPCS. Any new rate elements added at the time of renewal will be subject to all appropriate service charges and other nonrecurring charges.
3. The Company may discontinue or change any or all renewal options.
4. When a customer renews a PPCS arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
5. Recognition of previous service will be given to customers who renew an existing PPCS arrangement, for all associated rate elements at the same location(s), provided that the length of the new PPCS arrangement is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining service period of the original PPCS arrangement, whichever is greater.
6. Recognition of previous service will be given to month-to-month customers with a service date of January 1, 1994 or later who convert to a PPCS arrangement, provided the minimum service period has been met. For customers whose service date is January 1, 1994 or earlier, recognition will be given for the previous service back to January 1, 1994. For customers whose service date is later than January 1, 1994, recognition for the previous service will be given back to the actual service date.
7. To determine the appropriate PPCS for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the PPCS arrangement. For example, a PPCS arrangement for a thirty-six month service period under Payment Plan A is renewed for twenty-four months with no changes at the end of the thirty-six month period. The sum of months for the completed and proposed service periods would equal sixty months and would be billed under Payment Plan B. Another example is a Month-to-Month customer, in service for fifteen months, who wishes to convert to a sixty month PPCS arrangement with no changes. The combined service period of the Month-to-Month arrangement and the PPCS arrangement is equal to seventy-five months, which would be billed under Payment Plan C.

I. Transfer of Service

1. Service may be transferred to a new customer at the same location upon prior written concurrence by the new customer as specified in this Guidebook. This does not constitute a disconnect of service or a discontinuance of an existing PPCS arrangement. The new customer will be subject to all provisions and equipment configurations currently in effect for the previous customer. *Terms and conditions* concerning transfer of service between subscribers as stated in other sections of this Guidebook also apply under PPCS.

(T)

J. Deferred Payment

1. Payment of nonrecurring charges for services with contract payment plans which have been approved for deferred payments may be deferred over the length of the customer's payment period or a shorter period (in annual increments) subject to the conditions specified in the Guidebook for the contracted service as well as the conditions following:
 - a. The charges to be deferred must be either the Installation, Service Establishment and/or other nonrecurring charges (including the applicable interest).

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements and Credit Allowances (Cont'd)

A2.4.10 Payment Plans for Contract Services (Cont'd)

J. Deferred Payment (Cont'd)

1. (Cont'd)
 - b. The payment period must be longer than one month.
 - c. The minimum amount deferrable shall be the minimum amount set forth in the specific *guidebook* for the contracted service. (T)
 - d. Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement concurred in by both the customer and the Company. The interest rate shall be reviewed periodically by the Company. If the Company determines that the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of an allowed interest rate specified by law. Suspension of the deferred payment option will not affect customers with existing deferred payment agreements that were made prior to the effective date of such suspension.
 - e. The deferred charges (including interest) will be prorated on a monthly basis over the length of the selected deferral period.
 - f. All deferred charges must be paid in full when the customer:
 - (1) Disconnects service, for the system or service prior to expiration of the deferral period.
 - (2) Fails to pay a monthly amount within thirty days of its due date.
 - g. The customer may prepay only the total outstanding deferred charges at any time during the selected deferral period. The customer will be given a credit for the amount of unearned interest. The customer may not prepay less than the total of the outstanding deferred charges.

K. Prepayment

The customer may prepay the total outstanding recurring monthly rates for contracted services, approved for prepayment, for payment periods greater than one month. The prepayment of monthly rates in no way constitutes a purchase and the Company retains full ownership of all services covered by the prepayment. The following conditions apply:

1. Customers who prepay six months or more will have an allowance applied. The interest rate credit for prepayments shall be based on market interest rates that will change periodically, and will be calculated by the Company.
2. Monthly rates for all services covered by a single Letter of Election must be prepaid. Monthly rates must be prepaid for services added subsequently and placed on the same Letter of Election (i.e., customer-elected coterminous option) with a prepaid service.
3. Customers who change the length of a prepaid payment period will be credited any unused portion of the prepayment, subject to termination charges as specified preceding and/or in the *Guidebook* for the contracted service. (T)
4. Customers who prematurely disconnect will have termination or cancellation charges deducted from the prepaid amount and any balance credited to their account.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements and Credit Allowances (Cont'd)

A2.4.10 Payment Plans for Contract Services (Cont'd)

- L.** Exception To Termination Liability For State, County, And Municipal Governments

(See A2.4.8)

(T)

- M.** Moves of Service(s) under PPCS

Termination Liability Charges will not apply to customer requests for moves of service under PPCS from one location to another location subject to the following:

1. The original and new premises locations must be in Company territory within the same state.
2. The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
3. No lapse in billing will occur for moves of service under PPCS.
4. Orders to disconnect the existing service and reestablish it at the new location must be related.
5. Any rate elements from the original location that are not reestablished at the new location will be subject to applicable Termination Liability charges.
6. Any additions made at the new location will be treated as coterminous additions in accordance with D. preceding.
7. All **terms, conditions** and charges for changes made to the service coincident to the move shall apply.
8. All appropriate nonrecurring charges for moves of service as specified in this **Guidebook** will apply.
9. Moves of service that involve a change of jurisdiction, e.g., intraLATA to intrastate, intrastate to interstate, etc., will not be treated as a disconnect of service with regard to Termination Liability Charge application. The customer must subscribe to a payment arrangement offered in the appropriate interstate tariff/**guidebook** which is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining contract period, whichever is greater.

(T)

(T)

(T)

A2.4.11 Economic Waiver Exception to Termination Liability for Business Customers

The Company will waive early-termination liability charges associated with a Local Exchange Term Election Agreement plan, program, or promotion for business customers who voluntarily and in good faith file bankruptcy under Chapter 7 of the U.S. Bankruptcy Code, 11 U.S.C. Sections 101-1330. This exception is a one-time waiver. To qualify for this waiver, subscriber must present a copy of the Chapter 7 Bankruptcy filing to **the Company**, must disconnect all their local exchange service as a result of going out of business, and must have had an existing local exchange Term Election Agreement in effect for at least six (6) months. This exception only applies to disconnects and bankruptcy filings after September 16, 2005. This waiver does not apply to product contracts, Letters of Election, Contract Service Arrangements, or Special Assembly. Subscriber may not have any other outstanding amounts due except the termination liability.

(T)

A2.5 Liability of the Company

A2.5.1 Service Irregularities

The liability of the Company for damages arising out of impairment of service provided to its subscribers such as defects or failure in facilities furnished by the Company or mistakes, omissions, interruptions, preemptions, delays, errors or defects in the provision of its services set forth herein or any portion of its services, occurring in the course of furnishing such facilities or services and not caused by the negligence of the subscriber, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities or services occurs.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.5 Liability of the Company (Cont'd)**A2.5.1 Service Irregularities (Cont'd)**

The Company shall not be liable for damage arising out of mistakes, omissions, preemptions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to the proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had company-provided equipment been used.

A2.5.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with this Company's facilities in establishing connections to points not reached by this Company's facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

A2.5.3 Indemnifying Agreement

The Company shall be indemnified and saved harmless by the subscriber or subscribers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with the facilities provided by the Company.

A2.5.4 Defacement of Premises

The Company is not liable for any defacement of or damage to the premises of a subscriber resulting from the furnishing of service or the attachment of the equipment and associated wiring furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of employees of the Company.

A2.5.5 Period for the Presentation of Claims

The Company shall not be liable for damages or statutory penalties in any case where a claim is not presented in writing within sixty days after the alleged delinquency occurs.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.5 Liability of the Company (Cont'd)

A2.5.6 Equipment in Explosive Atmosphere

- A. The Company does not guarantee nor make any warranty with respect to equipment and facilities provided by it for use in an explosive atmosphere. The subscriber shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the subscriber or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the subscriber or others, caused or claimed to have been caused directly or indirectly by the installation, operation failure to operate maintenance, removal, presence, condition, location or use said equipment so provided.
- B. The Company may require each subscriber to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
- C. The subscriber shall furnish, install and maintain sealed conduit with explosion-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The subscriber may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

A2.5.7 Reserved for Future Use

A2.5.8 Reserved for Future Use

A2.5.9 Reserved for Future Use

A2.5.10 Reserved for Future Use

A2.5.11 Application Testing

The Company makes no warranties with respect to the performance of certain services for any and all possible customer applications which may utilize these services. The Company will provide a limited amount of such service(s) subject to the conditions specified in A. and B. following. Such service is to be utilized without charge in an initial application test with a customer for no longer than 60 days from the date of installation. The purpose of an application test is to determine the appropriateness of that specific service(s) for that specific application prior to the customer placing a firm order for such service(s).

- A. Services which are approved for use in Application Testing are listed in 1. following. Additional **terms and conditions** for services that may be used in an application test are listed in the specific **guidebook** section for that service. Services to be provided in an application test are subject to the availability of facilities and equipment as determined by the Company. (T)
- 1. Services authorized for use in application testing and the specific **guidebook** reference addressing service-specific **terms and conditions** are as follows: (T)
 - FlexServ service (Reference: A32.1.3.A.1.)
 - Frame Relay Service (Reference: A40.1.2.B.3.d.)
 - Connectionless Data Service (CDS) (Reference: A40.4.2.C.4.c.) (M)
 - Broadband Exchange Line Service (Reference: A40.5.3.A.5) (M)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.5 Liability of the Company (Cont'd)

A2.5.11 Application Testing (Cont'd)

(M)

- B.** Services that are utilized in an application test with a customer may be provided without charge for an application test period of up to sixty days. Such service is provided for the specific purpose of conducting an application test with a customer and is not intended to be utilized as a substitute for temporary service.
1. Upon completion of the application test where the customer determines that the performance of the services utilized are unacceptable for the application, the application test service will be removed without charge to the customer.
 2. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application and no changes to the test service configuration are required, the customer will be billed the appropriate nonrecurring charges for the test service and monthly billing will begin at that time.¹
 3. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application, however, the test service configuration must be changed, the customer shall be responsible for both the appropriate nonrecurring charges for the application test service plus all appropriate charges for the rearrangement of the service. Monthly billing shall begin for the rearranged service.¹

A2.5.12 Limitation of Liability

A. Unauthorized Computer Intrusion

The Company's liability, if any, for its willful misconduct is not limited by this section of this *Guidebook*. With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

(T)

Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

B. Transmission of Data

Voice-grade lines are primarily conditioned to handle data speeds up to 9.6 kilobits per second (kbps). The Company makes no guarantee that voice-grade access lines and/or facilities are suitable for the transmission of data. However, in those cases where the transmission of data is attempted, the Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

C. Errors or Damages Caused by System Date Limitations

The Company's liability for errors or damage resulting from the inability of the Company's systems to process unusual date requirements, shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

D. Unauthorized Devices

The Company shall not be liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

Note 1: Any additional service requested to be installed upon completion of the application test shall be subject to standard nonrecurring charges and rates as set forth in each service *guidebook*.

(T)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.6 Classification of Areas as the Basis for Furnishing Telephone Service**A2.6.1 General**

- A. Economical operation of the telephone business, to secure protection to the whole body of rate payers and to the business itself, requires that the property be built and operated in accordance with a definite plan under which specified classes of service are regularly furnished in specified areas or types of areas. The Company therefore does not undertake to furnish any desired class of service at any desired location, nor does it undertake to extend its plant to remote sections where such extension is not warranted by the public necessity as distinguished from personal desire, except where adequate protection is afforded.
- B. The provisions contained in the other sections of this guidebook describe the application of the general principles of providing telephone service.

A2.6.2 Classification of Areas

The general plan for furnishing telephone service is based on the following classification of areas by types for the determination of the classes of service available and for the application of rates

A. Exchange Area

The Exchange Area or Local Service Area is that territory in which local exchange service is furnished and comprises all the area in which some form of local telephone service is furnished, as distinguished from toll service.

B. Toll Area

Outside the Exchange Area, interim foreign exchange service or foreign exchange service are the normal service offerings.

A2.6.3 Reserved For Future Use**A2.7 Obligation of the Company****A2.7.1 Obligation to Furnish Service**

- A. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.
- B. The Company shall satisfy requests for telecommunications services except in the following situations:
 - 1. Where the Company, in its sole discretion, is unable to secure suitable rights to place and maintain facilities to provide the services; or
 - 2. Where providing the services is uneconomic or otherwise based upon economic factors, in the Company's sole discretion; or
 - 3. Where the Company is unable to make an economic assessment due to the Company's inability to secure necessary information, from the owner or developer of a property or other relevant party, to make that assessment; or
 - 4. Where any conditions in this Guidebook are not satisfied, including, without limitation, conditions requiring payment of special construction charges under Section A5. "Charges Applicable Under Special Conditions"; or
 - 5. Where otherwise specified in this Guidebook.
- C. The Company's obligation to furnish service or to continue to furnish service may be modified during a Trial as specified elsewhere in this Guidebook.

A2.8 Reserved for Future Use**A2.9 Customer Premises Inside Wire****A2.9.1 General**

- A. Customer premises inside wire is defined as that wire, including connectors, blocks and jacks, within a customer's premises that extends between the termination of the Exchange Access Line or Private Line and those standard jack locations within the customer's premises to which terminal equipment can be connected for access to the Exchange Access Line.
- B. Customer premises inside wire provided by the customer must be installed in accordance with the technical standards and installation guidelines.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.9 Customer Premises Inside Wire (Cont'd)

A2.9.1 General (Cont'd)

- C. Customer premises inside wire provided by the customer may be connected to residence and business basic exchange service or private line service furnished by the Company either at the Network Interface or at any Company provided standard miniature modular jack located elsewhere on the premises.
- D. The Network Interface for the connection of customer premises inside wire consists of a standard modular jack and is provided as part of the Exchange Access Line. The normal location of the Network Interface would be in close proximity to the protector or equivalent if located outside or where the Company's facilities enter the customer's premises when located inside. When the Company is notified prior to the installation of the Network Interface, the customer shall have the option, at no charge to the customer, of an indoor or outdoor Network Interface. When at the instance of the customer, an existing Network Interface is moved from the outside to the inside, or vice versa, the applicable nonrecurring Service Charges specified in Section A4 apply. There will be no charge to the customer when the Company retrofits existing Access Line terminations in connection with other maintenance or installation work at the customer's premises.
- E. Company owned inside wire maintained by the customer remains the property of the Company.

A2.9.2 Responsibility of the Customer

- A. In the event that the customer maintains or attempts to maintain inside wire, the customer assumes the risk of loss of service, damage to property, or death to, or injury of, the customer or the customer's agent. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's wire maintenance activity.
- B. Where customer premises inside wire is maintained by the customer, the customer is responsible for correcting any service difficulty that is causing harm to the telecommunications network upon notice from the Company that such wire is causing the difficulty.

A2.9.3 Liability of the Company

- A. A "centralized wiring environment" is a residence or other subscriber premises where the inside wiring is terminated at a common point and where the inside wiring typically carries several communications services, including services provided by parties other than the Company. In such an environment, or in any other environment, a subscriber may have an agreement with a third party that installed or maintains the inside wiring, which agreement may include a warranty that covers work on the inside wiring, a restriction on other parties working on the inside wiring or other language related to the inside wiring. Where a subscriber requests that the Company work on the inside wiring or places an order that requires the Company to perform work on the inside wiring or to bypass the inside wiring, the Company shall not be liable for any impact the Company's work may have on any such agreement or warranty. The Company shall not be liable for disruption to inside wiring carrying services provided by parties other than the Company or to any such services. The subscriber will indemnify and save the Company harmless from any liability, claims or damages related to such agreement or warranty or any disruption to wiring or services provided by parties other than the Company.
- B. This Part has no impact on subscriber payment for Company work on inside wiring or the Inside Wire Protection plan. If the subscriber has the Inside Wire Protection plan, then the plan may cover costs for the Company's work on the inside wire. If the subscriber does not have the plan or the plan does not cover the work performed by the Company, then the subscriber may be billed for the work by the Company.

A2.9.4 Violation of Terms and Conditions

(T)

- A. Where customer-provided inside wire is in violation of A2.9, the Company will promptly notify the customer of the violation and will take such immediate action as is necessary for the protection of the telecommunications network and Company employees.
- B. The customer shall discontinue use of the customer-provided inside wire or correct the violation and notify the Company in writing that the violation has been corrected within ten (10) days after receipt of such notice.
- C. Failure of the customer to discontinue such use or to correct the violation will result in the suspension of the customer's service until such time as the customer complies with the provisions of this **Guidebook**.

(T)

A2. GENERAL TERMS AND CONDITIONS

A2.10 Special Promotions

A2.10.1 Terms and Conditions

- A. The Company may offer special promotions of new or existing services or products for limited periods. These promotions are a temporary waiver of certain recurring, nonrecurring and/or usage charges as stated in paragraph A2.10.2.A. These promotions will be offered on a completely non-discriminatory basis with each subscriber in the classification of service and area for which the promotion is offered having an equal opportunity for participation.

A2.10.2 Descriptions

- A. Following are Special Promotions:

SBC RETIREE AT HOME PLAN

Period Authority: 01/01/2018 thru 12/31/2018

(C)

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

Customer Segment: Residential

Description:

This promotion is available to eligible SBC retirees residing in the AT&T Southeast local service area (formerly BellSouth nine state region). Eligible retirees can select a bundled service arrangement consisting of a flat rate Complete Choice Enhanced service line and AT&T unlimited domestic long distance for \$20.00 per month during the promotional period.

Promotion Eligibility

- Available to SBC retirees with a service or disability pension or those who left the Company under the Rule of 75 or the Modified Rule of 65
- Retiree must reside in the nine state legacy BellSouth local service area and have AT&T local service.
- Retiree may only have this plan on their primary residence. The primary residence is the address on record with the Company.
- Retirees may not use the program improperly or for personal or financial gain. In connection with this offer, retirees must comply with all AT&T policies and instructions. Failure to comply may result in disqualification from participating in the offer.

Program Elements

- Eligible retirees can select a bundled service which provides one flat rate residential Complete Choice Enhanced service access line (which includes all vertical services currently available in Complete Choice Enhanced) and unlimited AT&T domestic long distance for \$20.00 per month during the promotional period.
- It is the responsibility of the retiree to pay all applicable taxes and surcharges.
- To participate, retirees must call the Employee Discount Program (EDP) center on 877-377-9010. Participation in the Plan begins once validation of the retiree's eligibility and discount processing is completed.
- The plan may be removed from the retiree's account for any of the following reasons:
 - Account used for business purposes
 - Separation from Company without meeting retiree criteria (i.e. Long Term Disability)
 - Retiree death (plan will continue for up to six billing periods)
 - Retiree relocation outside the AT&T SE local service area

Program Restrictions

- Plan will apply for eligible retirees for promotional period only.
- Plan is restricted to one flat rate residential access line (one flat rate Complete Choice Enhanced service line).
- AT&T reserves the right to amend, change, or cancel this program or any part thereof, or reduce, modify, or suspend its term at its sole discretion at any time. This offer is not a contract or assurance of compensation, employment, or benefit of any kind.

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 BUSINESS REMOTE CALL FORWARDING WITH
UNLIMITED LOCAL USAGE WIN/WINBACK PROMOTION II**

Period Authority: 01/01/2024 through 12/31/2025

(C)

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

Customer Segment: Business

Description:

This promotion is available to existing business customers who have their exchange access service with another carrier and who now establish their exchange access service with the Company or AT&T Business Voice over IP Service (AT&T Phone), are now requesting 1-10 business exchange access lines and/or 1-6 AT&T Phone seats, and cannot port their telephone number and require Remote Call Forwarding (RCF) to keep their existing telephone numbers at existing location. During this promotional period, eligible business customers will receive a net effective rate of \$5.00 per month per path for RCF service and unlimited AT&T Local Usage and AT&T Message Telecommunications Service.

Promotion Eligibility

- To qualify for this promotion, the Call Forwarded number of the RCF service must terminate to a Company business access line (excluding 800 service lines) or AT&T Business Voice over IP Service, at the time customer subscribes to this Promotion. Subscribers must order RCF service within 30 days of establishing the qualifying exchange access service from the other carrier. Subscribers may have a maximum of ten RCF paths (initial/additional) per billing account participating in this discounted service, and the RCF path(s) must be located in the same state where service from the other carrier was located.
- If subscriber with this RCF Promotion terminates Company business access line or AT&T Business Voice over IP Service and retains the Company's RCF, this Promotion will continue to apply until customer terminates the RCF service. The monthly Remote Call Forwarding rates and unlimited local or local toll usage will be discounted for each path and for each additional path.
- Eligible customers will receive a waiver of the nonrecurring charges to add RCF.
- This Win/Winback Promotion cannot be combined with other RCF promotions or offers, including the existing RCF discount offer, which will still be available.

A2. GENERAL TERMS AND CONDITIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

Reserved for Future Use

(C)

(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)

Reserved for Future Use	(C)
	(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)

Reserved for Future Use

(C)
(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)

Reserved for Future Use	(C)
	(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)

DISASTER RELIEF PLAN (DRP) – HURRICANE IAN

Period Authority: 9/29/2022 thru 10/29/2022

– **Description of Offer:** Waive nonrecurring and one month's recurring charges for orders placed through October 29, 2022 for the services listed below.

DISASTER RELIEF PLAN (DRP) – HURRICANE IDALIA

Period Authority: 8/31/2023 thru 9/30/2023

– **Description of Offer:** Waive nonrecurring and one month's recurring charges for orders placed through September 30, 2023 for the services listed below.

DISASTER RELIEF PLAN (DRP) – HURRICANE HELENE

Period Authority: 9/27/2024 thru 10/27/2024

– **Description of Offer:** Waive nonrecurring and one month's recurring charges for orders placed through October 27, 2024 for the services listed below.

DISASTER RELIEF PLAN (DRP) – HURRICANE MILTON

Period Authority: 10/9/2024 thru 11/8/2024

– **Description of Offer:** Waive nonrecurring and one month's recurring charges for orders placed through November 8, 2024 for the services listed below.

Area of Promotion: AT&T Florida Service Territory – For customers adversely impacted by Hurricanes Ian, Idalia, Helene and Milton and from Central Offices where Custom Calling Features, Remote Call Forwarding and Message Waiting Indication are available.

Customer Segment: Residential and Business

- Services:**
- Call Forwarding Busy Line
 - Call Forwarding Don't Answer
 - Call Forwarding Variable
 - Remote Call Forwarding
 - Remote Access to Call Forwarding
 - Star98 Access
 - Voice Mail Companion Services Package
 - Message Waiting Indication

Service charges waived for installation of service at the temporary location of the customer, and again when the customer moves back to the original premises or relocates to a new permanent location:

- Service Charges

(N)
|
(N)

(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)

Reserved for Future Use	(C)
	(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)

Reserved for Future Use

(C)

(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)

Reserved for Future Use

(C)

(D)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

RESIDENTIAL ADDITIONAL LINE (ADL) **\$10 RETENTION SAVE OFFER**

Period Authority: 04/01/2014 thru 09/30/2014

(M)

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

(M)

Customer Segment: Residential

(N)

Description:

(M)

Residential customers who call to disconnect additional access lines may be offered a monthly bill credit of \$10 if they have or purchase Complete Choice or Complete Choice Enhanced on their primary line.

(M)

Promotion Eligibility

(M)

- Only one (1) \$10 credit per customer account. (M)
- Primary lines are not eligible for offer. (M)
- The credit will appear on the bill as Promotional Discount. (M)
- This offer is available only on additional lines, not available for primary lines. (M)
- Offer requires that the customer must have or purchase Complete Choice or Complete Choice Enhanced on their primary line. (M)
- If Complete Choice or Complete Choice Enhanced is removed from the customer account, customer is no longer eligible for the monthly promotional credit. (M)
- This promotion may not be combined with any other cash back offers or monthly discounts on local service products. (M)
- Offer can be combined with promotions on affiliates like DSL, DISH, and Cingular. (M)
- Offer can be combined with non-regulated Telco offers. (M)
- Offer can be combined with any bundles. (M)
- Customers must keep the required services for 30 days to receive the benefit of this offer. (M)

(M1)

A2. GENERAL *TERMS AND CONDITIONS*

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

Reserved for Future Use

(C)
(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)

Reserved for Future Use

(C)

(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)

Reserved for Future Use

(C)

(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)

Reserved for Future Use

(C)

(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)

BUSINESS FEATURE PROMOTION

Period Authority: 01/01/2017 thru 03/31/2017

(C)

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

Customer Segment: Business

Description:

The Business Feature Promotion is a vertical feature (vertical services/hunting) promotion for customers that subscribe to Business Local Calling Assurance.

Promotion Eligibility

- This offer is available for subscribers to Business Local Calling Assurance.
- Customers can receive the monthly feature discount as long as they remain subscribed to Business Local Calling Assurance.
- Customers must be subscribed to a term agreement for Business Local Calling Assurance.
- When the Business Local Calling Assurance term agreement is no longer valid, the monthly feature discount will also no longer apply.

Promotion Elements

Eligible customers will receive their choice of any or all of the following:

- A fifty percent (50%) monthly discount based on the stand alone rate for up to eight (8) of the following services per line: Three Way Calling, Speed Calling 30, Call Waiting, Call Return, Repeat Dialing, Ringmaster, Call Block and Call Selector.
- A discount equaling a net rate of \$1.00 per month for Call Forward Busy Line and Call Forward Don't Answer.
- A 100% monthly discount on the stand alone rate for Hunting.
- A waiver of normally applicable service charges associated with the addition of these services will be provided.

Promotion Restrictions

- The Business Feature Promotion can only be combined with Business Local Calling Assurance and cannot be combined with any other promotion or package.

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)

**AT&T BUSINESS REMOTE CALL FORWARDING WITH
UNLIMITED LOCAL USAGE WIN/WINBACK PROMOTION**

Period Authority: 07/01/2018 thru 06/30/2019

(N)

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

(N)

Customer Segment: Business

(N)

Description:

(N)

This promotion is available to existing business customers who have their exchange access service with another carrier and who now establish their exchange access service with the Company or AT&T Business Voice over IP Service (AT&T Phone). During this promotional period, eligible business customers will receive a net effective rate of \$5.00 per month per path for Remote Call Forwarding (RCF) service and unlimited AT&T Local Usage and AT&T Message Telecommunications Service.

(N)

Promotion Eligibility

(N)

- To qualify for this promotion, the Call Forwarded number of the RCF service must terminate to a Company business access line (excluding 800 service lines) or AT&T Business Voice over IP Service, at the time customer subscribes to this Promotion. (N)
- Subscribers must order RCF service within 30 days of establishing the qualifying exchange access service from the other carrier. (N)
- Subscribers may have a maximum of ten RCF paths (initial/additional) per billing account participating in this discounted service, and the RCF path(s) must be located in the state of Florida. (N)
- If subscriber with this RCF Promotion terminates Company business access line or AT&T Business Voice over IP Service and retains the Company's RCF, this Promotion will continue to apply until customer terminates the RCF service. (N)
- This Win/Winback Promotion cannot be combined with other RCF promotions or offers, including the existing RCF discount offer, which will still be available. (N)

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

Period Authority: 01/01/2022 through 12/31/2023

(C)

Area of Promotion: AT&T Florida Service Territory -- From Central Offices where services are available
Customer Segment: Business
Description:
CompleteLink 1.5 is an optional discount plan. This plan provides eligible business customers monthly discounts on selected eligible business services based on the customer’s Minimum Annual Revenue Commitment (MARC) and Term Agreement.

Promotion Specifics
Business customers who commit to a Minimum Annual Revenue Commitment (MARC), for a 1 or 2 year term, will receive a monthly percentage discount credited off their monthly charges for Eligible Services, expressed as a total volume discount (TVD) on their monthly bill. The MARC is based on the customer’s total billed revenue for Contributory Services. Annually, the amount of total volume discount credits a customer will receive is limited by the Maximum Annual Discount (MAD), which is based upon the MARC to which the customer has committed.

<u>MARC</u>	<u>Maximum Annual Discount</u>	<u>TVD 1 Year</u>	<u>TVD 2 Year</u>	<u>TVD 3 Year¹</u>
\$500	\$375	5%	8%	15%
\$2,500	\$1,000	5%	10%	20%
\$5,000	\$2,500	5%	10%	25%
\$10,000	\$7,500	5%	15%	30%
\$25,000	\$26,250	5%	20%	35%
\$75,000	\$40,000	5%	25%	40%

In addition to the TVD, eligible Win and Winback customers (Win and Winback customers include business customers who are moving their local exchange access line service from a competitive local exchange carrier to 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 or AT&T Tennessee) will receive accelerated discounts calculated as a percentage of their MARC. This additional, accelerated discount will be applied as a credit to their bill. Win and Winback customers will receive a waiver of the normally applicable service order and line connection non-recurring charges associated with local access lines and any vertical services ordered at the time of their initial subscription to CompleteLink 1.5. The accelerated discounts will be applied for 1 or 2 year term commitments, according to the schedule below, in the 1st and 13th month of the applicable term.

Accelerated Discounts:	<u>1 Year Term</u>	<u>2 Year Term</u>
Up Front Credit	5%	15%
1st Year Anniversary	N/A	10%

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 CompleteLink 1.5 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.

Column A¹

Analog Trunks

Basic Local Access Exchange Lines

Column B

ISDN PRI

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)

(C)

(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

(T)

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)

(M)

Promotion Restrictions/Eligibility Requirements (Cont'd)

(M)

- If during the Term, an AT&T ILEC Service provided under a CompleteLink Agreement is migrated to a qualifying AT&T Business Voice over IP (BVoIP) Service or to a qualifying AT&T Mobility Service (referred to collectively as the "Replacement Service"), then the Early Termination Charge associated with the Terminated ILEC Service will be waived provided:

(M)

- (1) the Terminated ILEC Service has been installed at the Customer site for no fewer than 3 months;
- (2) the term of the Replacement Service agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
- (3) the Replacement Service is installed or available at the same Customer sites as the Terminated ILEC Service;
- (4) the Replacement Service is contracted for in the same relative quantity(ies) as those Terminated ILEC Services being displaced, and
- (5) activation of the Replacement Service at the Customer sites or for Customer use such Customer Sites occurs within 90 days of termination of the ILEC Service at that site.

(M)

(M)

(M)

(M)

(M)

In conjunction with a migration to a qualifying AT&T BVoIP or a qualifying AT&T Mobility Service as described above, customers may qualify for MARC Downgrade Allowance for Technology Upgrade as described in paragraph B, herein. In such cases, the following replacement services will be allowed, in addition to those listed in the applicable table under paragraph B:

(M)

<u>A</u>		<u>B</u>
Analog Trunks	to	BVoIP or Mobility
Measured or Flat Business Lines	to	BVoIP or Mobility

(M)

(M)

(M)

Additionally, for purposes of determining the lower MARC, the MARC on the new agreement will be reduced in direct proportion to the reduction in revenue associated with the migrated AT&T ILEC Services being provided to Customer under the qualifying AT&T BVoIP Service or AT&T Mobility Service contract.

(M)

It is at the Company's sole determination whether a product change satisfies these requirements.

(M)

(M1)

A2. GENERAL TERMS AND CONDITIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

REMOTE CALL FORWARDING (RCF) PROMOTION

Period Authority: 01/01/2024 through 12/31/2025**(C)****Area of Promotion:** AT&T Florida Service Territory -- From Central Offices where services are available**Customer Segment:** Business**Description:**

The RCF Promotion (the "Program") will offer discounts on the Subscriber's bill. The offer is only available to new AT&T subscribers requiring RCF to maintain their local exchange business number(s) or existing AT&T subscribers who are moving within their local area and are required to change their business telephone number(s).

Promotion Eligibility

Qualified business customers will receive the fixed monthly portion of RCF service for the equivalent of \$5.00 per month per RCF feature arranged for local forwarding only, excluding 800 service lines, for a maximum period of twelve (12) months. Each RCF path must be located in the same state where the qualifying local exchange business service is established. The Subscriber will be billed the current applicable fixed monthly RCF rate (e.g. as specified in the Company's Guidebook) and provided monthly bill credits calculated to provide for an equivalent RCF fixed monthly rate of \$5.00. Any normally applicable usage charges associated with RCF will be applied and will not be subject to a discount. The discount will appear as a credit in the Rewards and Discounts section of the Subscriber's bill in either the current or a subsequent billing period usually within one or two billing cycles. After twelve (12) months, the monthly bill credits associated with this promotion will be discontinued and the RCF service will be billed the current fixed monthly rate.

A maximum of ten (10) such RCF features (initial/additional) per billing account can participate in the Program. Subscribers must order qualifying RCF service within 30 days of the establishment of the qualifying local exchange business service in order to be eligible for this discount. During the period of this promotion, normally applicable service charges (i.e. Secondary Service Charge) associated with the initial or subsequent installation of RCF features (participating in the Program) will be waived.

The Program is available to new AT&T business customers requiring RCF to maintain their local exchange business number(s) and to existing AT&T customers who are moving within their local area and who are required to change their business telephone number(s).

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)

CENTREX NRC WAIVER

Period Authority: 01/01/2024 through 10/07/2024

(C)

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

Customer Segment: Business

Description:

This offer provides new or winback Centrex, or Centrex Service package customers a waiver of certain non-recurring charges during installation. It also provides existing Centrex or Centrex Service Package customers who move a waiver of certain non-recurring charges during installation of the Centrex System. This offer requires a 24 month or greater¹ guidebook term agreement. For moves, an existing Centrex customer must extend their current guidebook term for a 24 month period. This offer applies to guidebook term customers only.

Promotion Eligibility

- Requires a 24 month or greater¹ term commitment.
- Provides a waiver of non-recurring charges for the following USOC(s) and charges: Common Equipment M1ACC, M1ACS, Standard Features CENAA, NARs, Service Charges (i.e. Line Connection Charges), Non-ISDN Station LinksM4L++.
- Does not apply to CSA, Special Assembly, or V&T agreement customers.
- Cannot be combined with other promotions except can be combined with CompleteLink, Simple Savings and existing Key Customer offers for new or Winback Centrex customers.
- Centrex Control is not covered by this promotion.
- Subsequent additions will not have NRC waived.

Note 1: Effective September 1, 2013, Payment Plans with payment periods greater than 36 months are no longer available for new or renewing subscribers of BellSouth Centrex Service.

A2. GENERAL TERMS AND CONDITIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

CENTREX "THANK YOU FOR RENEWING"**Period Authority: 01/01/2024 through 10/07/2024**

(C)

Area of Promotion: AT&T Florida Service Territory -- From Central Offices where services are available**Customer Segment:** Business**Description:**

This offer provides a credit of \$50 per Centrex line with a maximum credit of \$1500 (30 lines) for a guidebook term customer who renews their Centrex Contract for 36 months. This offer applies to guidebook term customers only.

Promotion Eligibility

- This offer applies to existing and expired guidebook term agreements for Centrex, Centrex Service Package, and AT&T Centrex Re-Term Promotion customers.
- Renewal must be for 36 months.
- The maximum reward is \$1,500.
- This promotion can be combined with CompleteLink, Centrex Re-Term Promotion, Centrex Add a Line, and existing Key Customer offers.
- Applies to guidebook term customers only. Does not apply to CSA, Special Assembly or V&T agreement customers.
- The reward will be received with the 3rd month's bill of the new term agreement.

A2. GENERAL TERMS AND CONDITIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

CENTREX 12 MONTH TERM EXTENSION

Period Authority: 01/01/2024 through 10/07/2024

(C)

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

Customer Segment: Business

Description:

With this offer, customers receive an extension of their existing term rate for an additional 12 months. The customer is restricted to only 3 (three) additional extensions under this offer. Customers will also be required to sign a term agreement/addendum for the extension.

Promotion Eligibility

- Allows existing Centrex term customers to renew at their existing guidebook term rate for an additional 12 months.
- Customer must sign a term agreement extension.
- Applies to Centrex guidebook term customers only. Does not apply to Centrex Service Package, CSA, Special Assembly or V&T agreement customers.
- Existing Centrex customers who are under a 36, 48¹ or 60¹ month guidebook term agreement that has expired or that has 12 months or less remaining are eligible.
- This promotion can be combined with CompleteLink, Centrex Add a Line, Simple Savings and existing Key Customer offers.

Note 1: Effective September 1, 2013, Payment Plans with payment periods greater than 36 months are no longer available for new or renewing subscribers of BellSouth Centrex Service.

A2. GENERAL TERMS AND CONDITIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

CENTREX ADD A LINE PROMOTION

Period Authority: 01/01/2024 through 10/07/2024

(C)

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

Customer Segment: Business

Description:

This promotion provides existing Centrex or Centrex Service package customers who are adding stations or Network Access Registers (NARs) a waiver of Service Charges for the additions. The customer is required to sign a 12 month or greater¹ term agreement or be under an existing and active (not expired) term agreement with a minimum of 12 months remaining. Customers with an expired term agreement, or term agreement expiring within the next 12 months, who renew for a term of 12 months or greater¹, also qualify.

Promotion Eligibility

- Service Charges (i.e. Line Connection Charges) for adding Centrex NARS or stations will be waived.
- Existing Centrex and Centrex Service Package customers with a minimum of 12 months remaining on their guidebook term agreement are eligible. Customers with an expired term agreement, or a term agreement expiring within the next 12 months, who renew for a 12 month or greater term¹, also qualify.
- Applies to guidebook term customers only. Not available to customer with CSA, Special Assembly, or V&T agreement.
- Can be combined with Centrex 12 Month Extension, Centrex Thank You for Renewing, and Centrex Re-Term for the addition of stations and NARs.
- Does not apply to interoffice channel and bridging NRC for stations provisioned in a different wire center or different premises address.

Note 1: Effective September 1, 2013, Payment Plans with payment periods greater than 36 months are no longer available for new or renewing subscribers of BellSouth Centrex Service.

A2. GENERAL TERMS AND CONDITIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

BUSINESS PACKAGE ADDITIONAL LINE**Period Authority:** *01/01/2022 through 12/31/2022*

(C)

Area of Promotion: AT&T Florida Service Territory -- From Central Offices where services are available**Customer Segment:** Business**Description:**

Eligible business customers who purchase new, incremental local exchange access lines will receive a one-time \$100.00 bill credit per line for up to four (4) lines added per customer location.

Promotion Eligibility

- Eligible customers are existing business customers who add new, incremental local exchange access lines to a new or existing AT&T Business Local Calling package Term Plan after refusing the initial offer to add local access lines.
- Additionally, eligible customers are new business start-up customers who add lines to a new AT&T Business Local Calling package Term Plan after refusing the initial offer to add an AT&T Business Local Calling package Term Plan.
- All customers who add local exchange access lines to an AT&T Business Local Calling package Term Plan electronically, via online ordering methods, in response to an online advertisement will also qualify.
- Bill credits will become effective with the third bill period following eligibility.
- Customers disconnecting any of the new lines before the third bill period will not qualify to receive any bill credits.
- All orders must be completed by **01/31/2023**.
- The Company may discontinue this offer upon fourteen (14) days' notice.
- This promotion may not be combined with the All For Less offer¹.

(C)

Note 1: The All For Less bundle combines Business Local Calling Assurance, provided by AT&T Florida, with services offered by affiliates of AT&T Florida (Long Distance and non-regulated Internet services) in a bundled offering.

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)

Reserved for Future Use	(C)
	(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)

Reserved for Future Use	(C)
	(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)

ENHANCED SAVE A LINE II

Period Authority: 01/01/2022 through 12/20/2023

(C)

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

Customer Segment: Business

Description:

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.

Promotion Eligibility

- 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.

A2. GENERAL TERMS AND CONDITIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

ENHANCED SAVE A LINE III

Period Authority: 12/21/2023 through 05/09/2024

(C)

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

Eligible business customers who commit to (or renew their term contract) for at least a 1-year agreement on AT&T Business Local Calling (BLC) 19 lines or less, either Option A or Option B, will receive a \$20.00 monthly credit per eligible access line, up to a maximum of 19 lines, for 12 months. The credit will not exceed \$4,560 total per customer for 12 months. Customers must agree to subscribe all their lines to BLC in order to receive the credit. Eligible customers are existing customers who are not on a term plan or those that have a BLC 19 lines term plan who indicate a desire to disconnect their access lines then reconsider and keep their access lines. The promotion is only available to the customer once during a 12-month term plan. All other terms and conditions applicable to AT&T Business Local Calling will apply. This promotion cannot be combined with any other promotional offers for access lines.

ENHANCED SAVE A LINE IV

Period Authority: 05/10/2024 through 05/09/2025

(N)

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

Eligible business customers who commit to (or renew their term contract) for at least a 1-year agreement on AT&T Business Local Calling (BLC) 19 lines or less, either Option A or Option B, will receive a \$60.00 monthly credit per eligible access line, up to a maximum of 19 lines, for 12 months. The credit will not exceed \$13,680.00 total per customer for 12 months. Customers must agree to subscribe all their lines to BLC in order to receive the credit. Eligible customers are existing customers who are not on a term plan or those that have a BLC 19 lines term plan who indicate a desire to disconnect their access lines then reconsider and keep their access lines. The promotion is only available to the customer once during a 12-month term plan. All other terms and conditions applicable to AT&T Business Local Calling will apply. This promotion cannot be combined with any other promotional offers for access lines.

(N)

A2. GENERAL TERMS AND CONDITIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

BUSINESS TERM PLAN II

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

(C)

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

Customer Segment: Business

Description:

Eligible business customers will receive a discounted per line effective rate for AT&T Business Local Calling Option A package charges.

Promotion Eligibility

- Eligible customers are those business customers who are subscribed to AT&T Business Local Calling Option A when it is part of a bundle¹.
- These eligible customers who subscribe to a 12-month Term Plan for AT&T Business Local Calling as part of a bundle will receive a net monthly rate of \$50 on the first line and a net monthly rate of \$25 per line on the 2nd to 19th lines for AT&T Business Local Calling Option A via a bill credit.
- With the exception of the Business Package Additional Line promotion and the Enhanced Save A Line II promotion, this offer may not be combined with other AT&T Business Local Calling Term Plan discounts.
- This offer is only allowed on single location accounts.
- Billed to Number (BTN) arrangements are not allowed.
- This offer is limited to five hundred (500) lines per customer for the sum of all contracts and for all subsidiaries.
- When the customer's bundle subscription expires these benefits will no longer apply.
- All other terms and conditions associated with AT&T Business Local Calling, as appropriate, will apply.

Note 1: The bundle combines the AT&T Business Local Calling Option A, provided by 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 with services offered by affiliates of these Companies (Long Distance, non-regulated Internet services and/or Mobility) in a bundled offering.

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)

AFL Back Up Bundle Promotion II

Period Authority: 01/01/2019 thru 06/30/2019

(C)(M)

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

(M)

Customer Segment: Business

(M)

Description:

(M)

Eligible business customers will receive a net monthly rate of \$35 (via a \$25 credit) for AT&T Business Local Calling (BLC) Option A package charges.

(M)

Promotion Eligibility

(M)

- New customers who do not have local exchange service with the Company, or new customers 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 as a part of a Bundle¹ (Win/Winback), and who subscribe to a 12-month Term Plan for BLC, or
- Existing customers currently subscribing to AT&T local service, who subscribe to a 12-month Term Plan for BLC and who are newly subscribing to or currently have AT&T Long Distance and AT&T Internet Service, AT&T Mobility, or DIRECTV as a part of a Bundle¹, or
- Existing customers who communicate a desire to disconnect their lines then reconsider and keep the lines with the Company as a part of a Bundle¹ (Save), and who subscribe to a 12-month Term Plan for BLC Option A.

(M)

(M)

(M)

For customers participating in this offer and receiving discounts as described in the three bullet points shown above (New, Win/Winback and Save), the 12-month term will be a 12-month term with an option to re-subscribe for two consecutive terms.

(M)

Furthermore,

(M)

- Customers participating in a Business Local Calling promotion as part of a Bundle^{1/1}, with the promotional rates listed below, may continue to participate in the promotion rates if they agree to a new 12-month term with an option to re-subscribe for two consecutive terms, prior to the expiration of their existing term.

(M)

First BLC Option A package line receiving a net monthly rate of \$50 (via a \$10 credit), and BLC Option A package lines 2-19 receiving a net monthly rate of \$25 (via a \$35 credit); or

(M)

First BLC Option A package line receiving a net monthly rate of \$44 (via a \$10 credit plus a \$6 credit), and BLC Option A package lines 2-19 receiving a net monthly rate of \$25 (via a \$35 credit); or

(M)

First BLC Option A package line receiving a net monthly rate of \$38 (via a \$10 credit plus a \$12 credit), and BLC Option A package lines 2-19 receiving a net monthly rate of \$25 (via a \$35 credit); or

(M)

First BLC Option A package line receiving a net monthly rate of \$35 (via a \$25 credit), and BLC Option A package lines 2-19 receiving a net monthly rate of \$25 (via a \$35 credit).

(M)

This offer may not be combined with other AT&T Business Local Calling Term Plan discounts.

(M)

This offer is only allowed on single location accounts.

(M)

Billed to Number (BTN) arrangements are not allowed.

(M)

This offer is limited to nineteen (19) lines per customer location.

(M)

When the customer's bundle subscription expires, these benefits will no longer apply.

(M)

All other terms and conditions associated with AT&T Business Local Calling, as appropriate, will apply.

(M)

Note 1: The bundle combines the AT&T Business Local Calling Option A, provided by the Company with the following services (offered by affiliates of the Company) in a bundled offering: AT&T Long Distance, and AT&T Internet, AT&T Mobility or DIRECTV.

(M)

A2. GENERAL TERMS AND CONDITIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

AFL BACK UP BUNDLE PROMOTION III

Period Authority: 01/01/2022 through 07/20/2022

(C)

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

Customer Segment: Business

Description:

Eligible business customers will receive a net monthly rate of \$35 (via a credit) for AT&T Business Local Calling (BLC) Option A package charges.

Promotion Eligibility

- New customers who do not have local exchange service with the Company, or new customers 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 as a part of a Bundle¹ (Win/Winback), and who subscribe to a 12-month Term Plan for BLC, or
- Existing customers currently subscribing to AT&T local service, who subscribe to a 12-month Term Plan for BLC and who are newly subscribing to or currently have AT&T Long Distance and AT&T Internet Service, AT&T Mobility, or DIRECTV as a part of a Bundle¹, or
- Existing customers who communicate a desire to disconnect their lines then reconsider and keep the lines with the Company as a part of a Bundle¹ (Save), and who subscribe to a 12-month Term Plan for BLC Option A.

Furthermore,

- Customers participating in a Business Local Calling promotion as part of a Bundle^{1/1}, may continue to participate in the Bundle^{1/1} and will receive a net monthly rate of \$40 (via a credit), if they agree to a new 12-month term.

This offer may not be combined with other AT&T Business Local Calling Term Plan discounts.

This offer is only allowed on single location accounts.

Billed to Number (BTN) arrangements are not allowed.

This offer is limited to nineteen (19) lines per customer location.

When the customer's bundle subscription expires, these benefits will no longer apply.

All other terms and conditions associated with AT&T Business Local Calling, as appropriate, will apply.

Note 1: The bundle combines the AT&T Business Local Calling Option A, provided by the Company with the following services (offered by affiliates of the Company) in a bundled offering: AT&T Long Distance, and AT&T Internet, AT&T Mobility or DIRECTV.

A2. GENERAL TERMS AND CONDITIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

**BUSINESS LOCAL CALLING ASSURANCE
SAVE PROMOTION**

Period Authority: *01/01/2021 through 12/31/2021*

(C)

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

Customer Segment: Business

Description:

This promotion is an offering available to existing AT&T Business Local Calling Assurance customers who subscribe to the Business Local Calling Assurance package, and who communicate a desire to disconnect their lines, then reconsider and keep the lines with the Company (save). During this period eligible Business customers will receive a discounted per line effective rate for AT&T Business Local Calling Assurance package charges. Eligible customers will receive a net monthly rate of \$35 per line (via a \$10 credit per line) for 12 months, on their AT&T Business Local Calling Assurance package.

Promotion Eligibility

- This offer is only allowed on single location accounts.
- Billed to Number arrangements are not allowed.
- Customers cannot call back at a subsequent date and receive additional credits for lines targeted for disconnection.
- This offer may not be combined with other AT&T Business Local Calling Assurance discounts.

All other terms and conditions associated with AT&T Business Local Calling Assurance, as appropriate, will apply.

Pages 62.4 and 62.5 are hereby deleted in their entirety and removed from this Guidebook

A2. GENERAL TERMS AND CONDITIONS

A2.11 Trademarks and Servicemarks Protection

(T)

(M)

(M)

A2.11.1 Use of Trademarks and Servicemarks

Trademarks and Servicemarks owned by *AT&T Intellectual Property* may not be used by any entity concurring in or providing services pursuant to this *Guidebook* except under an express written license agreement with *AT&T Intellectual Property*.

(T)(M)

A2.12 Comprehensive Discounts

(M)

(M)

A2.12.1 General

- A. Comprehensive discounts provide incentives for business customers to establish volume and/or term commitments with the Company. Comprehensive discounts are available to business customers only. (M)
- B. Monthly discounts up to 7.0% are applied to billed charges for all services provided to a customer by *the Company*, except those specified in A2.12.2.A. Also excluded are taxes, late payment charges, charges billed pursuant to Federal or State Access Service Tariffs, charges collected on behalf of municipalities (including, but not limited to surcharges for 911 service and dual party relay service), and charges for services provided by other companies. (T)(M)
- C. The month-to-month discount option provides a discount up to 4.5% on eligible monthly billed charges. A customer may select a one-, two- or three-year contract for this option. The maximum monthly discount under this option is \$580. (M)
- D. The annual commitment discount option provides a discount up to 7.0% on eligible monthly billed charges, and requires a commitment that eligible annual billed charges will reach a level specified in the contract. A customer may select a two- or three-year contract for this option. For customers who subscribe to a MultiServ service or MultiServ Plus service 60-120 Month Plan, a five-year fixed discount option is available. The maximum annual discount under the fixed discount option is \$7,000. (M)
- E. A comprehensive discount is only available on a contractual basis subject to the terms and conditions contained herein. (T)(M)

A2.12.2 Terms and Conditions

(T)(M)

- A. Comprehensive Discounts are not available for billed charges on any account that provides any service rated according to customer-specific negotiations, contracts, or service arrangements (including, but not limited to Contract Service Arrangements and Special Service Arrangements). (M)
- B. A customer may associate multiple accounts for the purpose of aggregating total billed charges. The customer has sole and total responsibility for identifying accounts to be aggregated. The customer must provide to the Company a detailed list of all accounts to be included in the contract. The Company is not responsible for any errors in or omissions from the list provided by the customer. No discount adjustments will be made for accounts omitted from the list by the customer. (M)
- C. To be eligible for a comprehensive discount, each associated account must have *the Company* designated as the preferred interexchange carrier for intraLATA calls for all access facilities (lines, trunks, network access registers, etc.) on the account. (T)(M)
- D. The annual commitment discount option includes a reconciliation of the annual billed charges which is coordinated with the contract anniversary date. If the annual billed charges fall short of the contract requirement, the customer must remit to the Company an amount equal to 1.0% of the annual commitment level specified in the contract. (M)
- E. A customer may terminate a comprehensive discount contract or reduce the commitment level or duration at the end of the contract period by providing written notice to the Company 45 days prior to the termination date. Otherwise, the contract will automatically renew for the named contract period with the same terms and conditions that were in effect at the time of expiration. (M)
- F. A customer may cancel a contract for either option prior to the end of the contract period by providing written notice to the Company. For cancellation prior to the end of the contract period, the customer must pay a cancellation charge equal to the comprehensive discounts earned during the contract period preceding the cancellation date plus a cancellation surcharge. The cancellation surcharge is \$50 for a variable discount contract and \$200 for a fixed discount contract. (M)
- G. The liability for any anniversary reconciliation and/or cancellation charge will be allocated to the associated accounts under contract at the time the charge is billed. (M)
- H. To facilitate coterminous contracts with other *Company* services, the initial contract for a comprehensive discount may be established for a duration of fewer months than the named contract period. This action should be taken only when the customer requests a termination date for the comprehensive discount contract which is coincident with the termination of an existing contract between the customer and the Company. Following the abbreviated initial contract period, any renewal will extend from the renewal date for a period equal to the entire named contract period. (T)(M)

A2. GENERAL TERMS AND CONDITIONS

A2.13 Reserved for Future Use

A2.14 Customer Agents

A2.14.1 General

- A. The conditions specified herein apply to any entity (hereinafter "agent"), including but not limited to Customer Premises Equipment Providers, Enhanced Service Providers, and Interexchange Carriers acting or purporting to act on behalf of a customer or prospective customer (hereinafter "customer") in transactions with the Company. Such transactions may include, but are not limited to: (1) requests for information about the service or equipment of any customer, (2) negotiations regarding deposits, (3) orders for establishment of or changes in service or equipment, and (4) requests for or inquiries concerning the repair or maintenance of the service or equipment of any customer.

A2.14.2 Responsibility of the Agent

- A. The agent shall at all times act within the scope of the agent's authority as defined in the agent's agreement with the customer and shall not undertake any transaction with the Company on behalf of any customer unless the agent has been authorized to do so by that customer.
- B. In undertaking any such transactions on behalf of any customer, the agent shall comply with all **terms and conditions** in this section of this **Guidebook** applicable to the transaction or to the service or equipment to which the transaction pertains.

A2.14.3 Warranty and Liability of the Agent

- A. By undertaking any transaction with the Company on behalf of a customer, the agent warrants and represents to the Company that the agent has been duly authorized by the customer to act on behalf of the customer in the transaction undertaken. In the event that the customer denies that the agent has acted within the scope of its authority, the agent shall assume responsibility for such transactions and will indemnify and hold the Company harmless from any and all damages, losses, or claims resulting from such dispute or denial by the customer, except for any damages, losses, or claims resulting from the Company's willful misconduct, and will pay any and all applicable rates and charges for services rendered or equipment supplied by the Company because of the agent's actions. The foregoing in no way absolves the customer from liability arising from transactions performed by the agent on behalf of the customer.

A2.14.4 Proof of Authority

- A. When the Company in the reasonable exercise of the Company's discretion believes it appropriate, the Company may request proof of the authority of any party claiming to be the agent of the customer prior to acting upon such request. Failure of the Company to request such proof shall not, however, limit or otherwise affect the agent's responsibility or liability set forth herein, nor shall such a failure constitute a waiver of the Company's right to request such proof at any time in the future.

A2.15 Waiver of Nonrecurring Charges for Customers with Sub-voice Grade Private Lines and Local Area Data Channels

- A. It is expressly declared that metallic facilities are in continually decreasing supply and that the Company does not hold itself in a position to make such facilities available. In addition, if modernization programs dictate the replacement of existing metallic facilities with facilities such as fiber optics and subscriber carrier that do not provide metallic continuity, the Company will not be required to continue to provide services that are based on metallic facilities.
- B. In consideration of the decreasing supply of metallic facilities, the Company will convert a customer's service that is based on such facilities to an alternate service and waive the nonrecurring charges associated with the change. This applies to a customer where metallic facilities are being displaced with non-metallic facilities, or a customer may elect to make this change at any time prior to a modernization program that would eliminate the availability of metallic facilities.
- C. This waiver applies to private line customers with Subvoice Grade Service and Local Area Data Service. Alternative services that a customer may convert to are Voice Grade Private Lines, SynchroNet service, WatchAlert service or Basic Local Exchange Service.

A2.16 Reserved for Future Use

A2.17 Reserved for Future Use

A2. GENERAL TERMS AND CONDITIONS

A2.18 TDM to IP Transition

(T)

A2.18.1 King's Point Wire Center (DLBHFLKP) Trial

(T)

- A. Effective February 16, 2016, business subscribers served by the King's Point Wire Center service area, which is a part of the Delray Beach exchange, will participate in the Technology Transition Trial. Certain business service offerings will no longer be available for new installations in the King's Point Wire Center serving area. Services grandfathered as a result of this Trial will be obsoleted as specified in A100.1 of this Guidebook and B100.1 of the Private Line Guidebook.
- B. Effective October 14, 2016, certain previously grandfathered (obsolete) business offerings will be withdrawn in the King's Point Wire Center. Services withdrawn in this Trial will also be specified in A100.1 of this Guidebook and B100.1 of the Private Line Guidebook, as appropriate.
Effective September 30, 2017, certain previously grandfathered (obsolete) business offerings will be withdrawn in the King's Point Wire Center. Services withdrawn in this Trial will also be specified in A100.1 of this Guidebook and B100.1 of the Private Line Guidebook, as appropriate
- C. The applicable terms and conditions for the trial shall be determined by the Company and the Company reserves the right to alter these terms and conditions at its discretion with appropriate notifications.

(M)

A2. GENERAL TERMS AND CONDITIONS**A2.18 TDM to IP Transition (Cont'd)****A2.18.2 General TDM to IP Transition Provisions**

As a result of evolving network technology, the Company is able to offer new, advanced services. At the same time, certain older services will no longer be available in some geographic areas, as those services are no longer technically or economically feasible. The table below identifies services that have been withdrawn, by wire center and exchange, along with additional information related to these service withdrawals.

<u>Product Name</u>	<u>Reference</u>
Flat Rate Service, PBX Trunks	A3.4
Auxiliary Line Service (Inward Service)	A3.4
Rotary Service (Trunks)	A3.6
Trunk Side Access Facility	A3.28
Network Access Service (Trunks)	A3.35
Foreign Exchange Service	A9.1
Foreign Central Office Service	A9.2
Direct-In-Dialing (DID) to Customer-Premises Located Switching Systems (Lines and Trunks)	A12.7
BellSouth Centrex ISDN Service	A12.26
Extension Services	A13.1
Apartment Door Answering Service (ADAS)	A13.3.1
Dormitory Communications Service	A13.13
Toll Terminals	A13.14
Hot Line Service	A13.56
Derived Data Channel Service	A29.1
Data Transport Access Channel Service	A29.2
ISDN Business Service (IBS)	A42.1
Primary Rate ISDN	A42.3
BellSouth Channelized Trunks	A43.1
BellSouth Remote Access Service	A47.1
ESSX Service – Vintage II, Airline mileage for main station lines	A112.26
Digital ESSX Service – Vintage II, Airline mileage for main station lines	A112.28
MultiServ Plus Service, Station Links (Message Rate)	A112.33
Outward WATS	A119.5.3
ISDN – Residence Service	A142.2

<u>Effective Date</u>	<u>Exchange</u>	<u>Other Information</u>
<u>Wire Center</u>		
11/01/2018		
BGPIFLMA	Big Pine	Entire Wire Center
SGKYFLMA	Sugar Loaf	Entire Wire Center
04/29/2019		
PNCYFLMA	Panama City	Distribution Areas 112452, 150751, 150752, 151002, 151553, 151851, 152350, 154451, 210854, 413751 and 414551
LYHNFLOH	Lynn Haven	Distribution Areas 220651 and 220652
09/15/2020		
JCVLFLRV	Jacksonville	Distribution Area 420664
03/01/2022		
MDBGFLPM	Middleburg	Distribution Areas 312441 and 312460
PNSCFLHC	Hillcrest	Distribution Area 412450
04/16/2022		
FTLDFLWN	Weston	Distribution Area 319802
10/18/2022		
WPBHFLRP	Palm Beach	Distribution Area 119002
01/05/2023		
PNSCFLFP	Pensacola	Distribution Area 448552
04/26/2023		
MIAMFBR	Miami	Distribution Area 160706

(N)
(N)

A2. GENERAL TERMS AND CONDITIONS**A2.18 TDM to IP Transition (Cont'd)****A2.18.2 General TDM to IP Transition Provisions (cont'd)**

<u>Effective Date</u> <u>Wire Center</u>	<u>Exchange</u>	<u>Other Information</u>
6/3/23 PACEFLPV	Pace	Distribution Area 440151
6/6/23 JCVLFLRV	Jacksonville	Distribution Areas 410266 and 414465
7/10/23 MIAMFLBR	Miami	Distribution Area 120202
9/22/23 WPBHFLRP	West Palm Beach	Distribution Area 119902
11/24/2023 WPBHFLGA	West Palm Beach	Distribution Areas 221208, 320508, 220602 and 220805
12/8/23 WPBHFLLE MIAMFLKE	West Palm Beach Key Biscayne	Distribution Area 120502 Distribution Areas 410350 and 410351
12/15/23 WPBHFLGR	Palm Beach Garden	Distribution Areas 440503, 440504, 440506, 440507 and 4405011
1/5/24 DLBHFLKP	Kings Point	Distribution Area 220104
1/8/24 WPBHFLLE	Lake Worth	Distribution Area 321202
4/1/24 ORLDFLPH	Pine Hills	Distribution Areas 114020 and 114022
4/2/24 WPBHFLHH	Haverhill	Distribution Areas 327503 and 327505
4/3/24 ORLDFLPC	Orlando Pine Castle	Distribution Area 146012
5/24/24 MIAMFLKE	Key Biscayne	Distribution Areas 410250 and 410251
6/12/24 WPBHFLGA	Palm Springs/Lake Worth	Distribution Area 220304 of Green Acres wire center
6/14/24 BCRTFLSA	Parkland/Pompano Beach	Distribution Area 320302
6/16/24 WPBHFLGA	Lake Worth	Distribution Area 110503

(N)

(N)

A2. GENERAL TERMS AND CONDITIONS**A2.18 TDM to IP Transition (Cont'd)****A2.18.2 General TDM to IP Transition Provisions (cont'd)**

Effective Date Wire Center	Exchange	Other Information
06/30/2024		
BKVLFLJF	Brooksville Jefferson	Distribution Areas 3708C, 3760C
BYBHFLMA	Boynton Beach	Distribution Areas 4601B, 4605D
COCOFLMA	Cocoa Main	Distribution Area 5450A
COCOFLME	Merritt Island	Distribution Area 1252C
DELDFLMA	Deland Main	Distribution Area 3130C
DYBHFLMB	Ormond Beach	Distribution Area 1304A
FRBHFLFP	Fernandina Beach	Distribution Area 2103B
FTRPFLMA	Fort Pierce Main	Distribution Areas 2615A, 3602B, 5205A, 5310A
GSVLFLMA	Gainesville Main	Distribution Areas 638505, 1193C, 8180B
HLWDFLPE	Pembroke Pines	Distribution Area 2402E
JCVLFLNO	Normandy	Distribution Area 3104A
KYHGFLMA	Keystone Heights Main	Distribution Area 2112B
LYHNFLMH	Lynn Haven	Distribution Areas 110951, 1123B, 1125C
MIAMFLCA	Canal	Distribution Areas 3501B, 4504B, 4603A
MIAMFLPL	Palmetto	Distribution Area 4105E
MLBRFLMA	Melbourne Main	Distribution Areas 2175A, 3125F
MNDRFLMW	Lemonwood	Distribution Area 3181B
NSBHFLMA	New Smyrna Beach	Distribution Area 4207F
ORLDFLPC	Orlando Pine Castle	Distribution Area 3245E
OVIDFLCA	Oviedo	Distribution Area 5105A
PCBHFLNT	Panama City Beach	Distribution Areas 2163C, 2303A
PNCYFLMA	Panama City Main	Distribution Area 1512B
PNSCFLPB	Perdido Bay	Distribution Area 2118A
PNSCFLWA	Warrington	Distribution Area 3701C
PNVDFLMA	Ponte Vedra	Distribution Area 1120D
PTSLFLSO	Port St. Lucie South	Distribution Area 3514A
STAGFLBS	St. Augustine Beach Side	Distribution Areas 2116A, 2158B
STAGFLMA	St. Augustine Main	Distribution Areas 1147B, 4132A
STRTFLMA	Stuart	Distribution Area 3344B
WPBHFLGR	West Palm Beach Gardens	Distribution Area 5104B
WPBHFLHH	Haverhill	Distribution Area 3265B
WWSPFLHI	Weeki Wachee Springs Highlands	Distribution Area 1120C
WWSPFLSH	Weeki Wachee Springs Spring Hill	Distribution Area 2538D
ORLDFLSA	Orlando Sand Lake	Distribution Area 214501
7/2/2024		
DLBHFLKP	Delray Beach	Distribution Area 220102

(N)

(N)

A2. GENERAL TERMS AND CONDITIONS**A2.18 TDM to IP Transition (Cont'd)****A2.18.2 General TDM to IP Transition Provisions (cont'd)**

<u>Effective Date</u>	<u>Wire Center</u>	<u>Exchange</u>	<u>Other Information</u>
7/8/2024	BCRTFLBT	Boca Teca	Distribution Areas 410702 and 110602
8/15/2024	WPBHFLGR	Palm Beach Garden	Distribution Area 440502
8/19/2024	BCRTFLMA	Boca Raton Sandlefoot	Distribution Areas 311502 and 311503
10/10/2024	FTLDFLOA	Oakwood	Distribution Areas 311202 and 311204
11/15/2024	DLBHFLKP	Delray Beach	Distribution Area 220205
12/02/2024	WPBHFLGA	Greenacres	Distribution Area 310202
12/05/2024	MIAMIFLRR	Miami WCs	Distribution Area 450153
12/20/2024	WPBHFLRP	Royal Palm, FL	Distribution Area 428002
	NSBHFLMA	New Smyrna Beach, FL	Distribution Area 430850
12/23/2024	ORLDFLAP	Orlando, FL	Distribution Area 220220
	PCBHFLNT	Panama City Beach, FL	Distribution Areas 221050 and 221055
	BCBYFLMA	Boynton Beach, FL	Distribution Area 455202
1/16/2025	COCOFLMA	Cocoa, FL	Distribution Area 131021
	FTPRFLMA	Fort Pierce, FL	Distribution Areas 331201
3/27/2025	WPBHFLGA	Green Acres	Distribution Areas: 210202, 410103
	WPBHFLGA	Lake Worth, FL	Distribution Areas: 110104

(N)

(N)

(N)

A2. GENERAL TERMS AND CONDITIONS**A2.18 TDM to IP Transition (Cont'd)****A2.18.2 General TDM to IP Transition Provisions (cont'd)**

<u>EFFECTIVE DATE</u>	<u>WIRE CENTER</u>	<u>EXCHANGE</u>	<u>OTHER INFORMATION</u>	
April 25, 2025	HLWDFLMA MIAMFLRR WWSPFLHI	Hollywood Coral Gables and Miami Weeki Weechee	Distribution Area 120535 Distribution Area 110552 Distribution Areas 111021, 111022, 2153B	
June 13, 2025	MNDRFLLW STRNFLMA	Lemmonwood Stuart Main	Distribution Area 318550 Distribution Areas 410502, 721204, 7212A, 7212B, 7212C, 7215B, 7215C, 7324C, 7324E, 7418C, 7418G, 742603, 7434B and 7504B	
	WPBHFLRP	West Palm	Distribution Areas 116902, 119102, 119202, 119302, 119402, 119502, 119602, 119702, and 119802	
June 23, 2025	WPBHFLAN	Palm Beach Annex	Distribution Area 411106	(N)

A2. GENERAL TERMS AND CONDITIONS

A2.19 Reserved for Future Use

A2.20 Cost Assessment Charge (CAC)

A. A Cost Assessment Charge (CAC) is assessed on a per line or trunk basis or as shown below for residence and business customers. The CAC is also assessed on a percentage basis against all billed revenue for business customers subscribing to transport services. The CAC is established to recover property taxes (from business customers) as well as ongoing costs associated with the administration of Local Number Portability (from line- and trunk-based services from residence and business customers). This charge is not a tax or fee that the government requires AT&T to collect from customers. The CAC does not apply to 911 Services, Coin Services or any of the following account types: Federal, State and Local Government accounts; Resale accounts; or accounts designated by the Company as Wholesale.

	Monthly Rate	USOC	
1. Cost Assessment Charge (CAC)			
(a) Each Local Exchange Service line			
Residence	\$0.22	C8RCC	(I)
Business	7.50	C8RCD	
(b) Each Primary Rate ISDN (PRI)	37.50	C8RCE	
(c) Each PBX trunk	67.50	C8RCG	
(d) Each Centrex Station line	7.50	C8RCD	
(e) Each Basic Rate ISDN (BRI)			
Residence	0.22	C8RCC	(I)
Business	7.50	C8RCD	
(f) Transport services	7.00%	NA	
BellSouth Metro Ethernet Service			

A2.21 Reserved for Future Use

A2. GENERAL TERMS AND CONDITIONS

A2.22 Storm Recovery Fee

A2.22.1 General

- A. Pursuant to the Florida Public Service Commission’s decision in Docket No. 06598-TL, a monthly Storm Recovery Fee may be imposed on all access lines and access line equivalents for the recovery of intrastate costs and expenses related to repairing, restoring, or replacing lines, plant or facilities damaged by a specific storm or multiple storms during a specified storm season. Access line equivalents include, but are not limited to, PBX trunks, Network Access Registers (NARs) and B channels. This fee may be applied for a maximum of twelve (12) months.
- (D)
- B. The following will apply from February 2, 2007 to February 1, 2008:

1. Storm Recovery Fee

	Monthly Fee	USOC
(a) Per access line or access line equivalent, residence/business	\$.50	NA

A2.23 Major Disaster Relief Plan

A2.23.1 General

- A. To assist in cases of state and/or federally recognized disasters, AT&T Florida may provide special offerings of its products and services to residence and business customers. Such disasters include, but are not limited to, acts of God, natural disasters, terrorism, military action or war.

B. The disaster aid offering(s) will be at the discretion of the Company.

C. The offering(s) will be limited in duration.