

TARIFF DISTRIBUTION

FILE PACKAGE NO.: NC-18-0014

DATE: February 10, 2018

STATE: NORTH CAROLINA

EFFECTIVE DATE: 02/10/2018

TYPE OF DISTRIBUTION: Approved

PURPOSE: Establish Cost Assessment Charge (State Access)

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E2. GENERAL REGULATIONS

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

E2.4.10 Service Installation Guarantee

- A. The Company assures that orders for services to which the Service Installation Guarantee applies will be installed and available for customer use no later than the Service Date as specified in E5.2.3.C. following. The Service Installation Guarantee is applicable only as specified in Section 6.7.1.C of Tariff FCC No. 1.
- B. The failure of the Company to meet this commitment will result in the credit of an amount equal to the nonrecurring charges associated with the individual service having the missed Service Date being applied to the customer's bill. The credit will include only nonrecurring charges associated with the services specified in Section 6.7.1.C of Tariff FCC No. 1 and Section E7.4.1.A of intrastate Tariff for which nonrecurring charges are applicable. The nonrecurring charges will be credited at the rate at which they were billed. The credit will not be provided if a credit of the same nonrecurring charge for the same service is provided under any other provisions of this Tariff.
- C. Service Installation Guarantees do not apply:
 - 1. when failure to meet the Service Date occurs because of:
 - a. any act or omission which shall include an accurate and complete service order from this customer, any other customer or any third party, or of any other entity providing a portion of a service,
 - b. labor difficulties, governmental orders, civil commotions, criminal actions against the Company, acts of God, war, or other circumstances beyond the Company's control,
 - c. unavailability of the customer's facilities and/or equipment,
 - 2. to service requiring Special Construction as set forth in Section E14. following,
 - 3. to Specialized Service or Arrangements or Individual Case Basis filings,
 - 4. for jointly provisioned services,
 - 5. to other telephone companies concurring in the rates and regulations of the Company, and Section 6 of Tariff FCC No. 1,
 - 6. to BellSouth SWA or Special Access (a.k.a. BellSouth SPA) installation, moves and arrangements of service with an agreed upon service date interval of four business days or less following the Application Date of the service order.

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

E2.4.11 Cost Assessment Charge (CAC)

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

<u>Description</u>	<u>Monthly Rate</u>	(N)
Cost Assessment Charge (CAC)		(N)
Transport services	1.06%	(N)
- BellSouth Metro Ethernet Service		(N)
- BellSouth Wavelength Service		(N)
- AT&T Switched Ethernet Service		(N)
- AT&T Dedicated Ethernet Service		(N)