

TARIFF DISTRIBUTION

FILE PACKAGE NO.: TN-14-0072

DATE: November 17, 2014

STATE: TENNESSEE

EFFECTIVE DATE: 11/15/2014

TYPE OF DISTRIBUTION: Approved

PURPOSE: This Guidebook update will create a termination liability waiver for customers migrating to ATT Business Voice over IP (BVoIP) or ATT Mobility Services from Complete Choice for Business or ATT Business Local Calling.

<u>TARIFF SECTION</u>	<u>PAGE NUMBER</u>	<u>PAGE REVISION</u>
G003	90	0008
G103	8	0001

A3. BASIC LOCAL EXCHANGE SERVICE

A3.47 AT&T Business Local Calling (BLC) (Cont'd)

A3.47.4 Termination Liability and Shortfall

- A. Except as provided for elsewhere in this Guidebook, customers who terminate their entire AT&T Business Local Calling account prior to completion of the selected term period are subject to termination charges. Termination charges are equal to \$15.00 times the number of months remaining on the term commitment times the number of lines subscribed to on the initial order.
- B. Termination charges are not applicable if, during the term period:
 - 1. the customer converts to another Company access and local usage plan with a term equal to or greater than the time remaining on the AT&T Business Local Calling term plan. For 20+ line agreements the customer must also establish a new line commitment at least as great as in their initial subscription in order to qualify; or
 - 2. the customer converts to an upgraded technology with the Company (e.g., network access lines to PBX Trunks, Centrex, ISDN) and commits to a term equal to or greater than the time remaining on the AT&T Business Local Calling term plan. It is at the Company's sole determination whether a product change satisfies the requirements for waiver of the termination liability under this clause; or
 - 3. the customer chooses to terminate their agreement and to negotiate a new AT&T Business Local Calling agreement with a term period greater than the time remaining on the existing AT&T Business Local Calling agreement. The new service agreement will be based on the term plan rates in effect at the time of establishing the new agreement. For 20+ line agreements the customer must also establish a new line commitment at least as great as in their initial subscription in order to qualify.
 - 4. An AT&T ILEC Service (referred to as the "Terminated ILEC Service") provided under an AT&T Business Local Calling 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:
 - a. the Terminated ILEC Service has been installed at the Customer site for no fewer than 3 months; (N)
 - b. the Term of the Replacement Service agreement is equal to or greater than the remaining term for the Terminated ILEC Service; (N)
 - c. the Replacement Service is installed or available at the same Customer sites as the Terminated ILEC Service; (N)
 - d. the Replacement Service is contracted for in the same relative quantity(ies) as those Terminated ILEC Services being displaced; and (N)
 - e. activation of the Replacement Service at the Customer sites or for Customer use at such Customer Sites occurs within 90 days of termination of the ILEC Service at that site. (N)
 It is at the Company's sole discretion whether a product change satisfies these requirements. (N)
- C. For customers who initially subscribe to 20+ lines: in any month during the term of an AT&T Business Local Calling agreement if the customer's total number of subscribed lines falls below 80% of the number of lines subscribed to on the agreement, then a shortfall adjustment charge will be applicable and will appear on the customer's bill for each of those months. This shortfall adjustment charge is equal to \$10.00 times the number of lines below the 80% requirement.

A3.47.5 References

The AT&T Business Local Calling plan components are provided in accordance with the Terms and Conditions of their applicable Guidebook sections except as noted in Sections A3.47.2 and A3.47.6. (T)

A3.47.6 Prices

- A. Service Elements

		Term & Volume Monthly Prices					
		Per Line					
Volume Price Level	Line Option	6 Month¹	1-Year	2-Year²	3-Year²	Month-to-Month	
(a) 1-19 Lines	Option A	\$45.00	\$45.00	\$44.00	\$43.00	\$88.00	
	Option B	40.00	40.00	39.00	38.00	81.00	
(b) 20+ Lines	Option A	34.00	34.00	33.00	32.00	62.00	
	Option B	29.00	29.00	28.00	27.00	55.00	

Monthly Rate
\$3.00

Calling Features listed in A3.47.2.I, per feature, per line

- Note 1:** Effective July 1, 2013, a 6-Month term is available to eligible customers.
- Note 2:** Effective September 1, 2014, customers with 1-19 lines may not establish new term plans greater than 1-year for Business Local Calling, and existing term plans for customers with 1-19 lines may not be renewed or extended for a term greater than 1 year.

A103. OBSOLETE SERVICE OFFERINGS - BASIC LOCAL EXCHANGE SERVICE

A103.45 Complete Choice for Business Package (Cont'd)

A103.45.3 Term Plan

- A. The Complete Choice for Business package Term Plan is available for any business customer who subscribes to a Complete Choice for Business package.
- B. Complete Choice for Business package Term Plans offer discounts off rates shown in A103.45.2. If the Subscriber does not renew the Subscriber Election agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay the full rates for the individual package components.
- C. The 12-month term is also available as a 12-month oral agreement with option to re-subscribe. If the customer selects the 12-month agreement with option to re-subscribe, the plan will renew for 12-month intervals. A maximum of two 12-month renewals are available after the first 12-month term. The customer will receive written notification of their selection outlining the details of the agreement, plus subsequent notifications regarding their re-subscription options beginning approximately one hundred and eighty (180) days prior to the expiration of each 12-month term depending upon the subscriber's billing cycle. The customer is under no obligation to re-subscribe after completion of a 12-month term period. Customers will be provided the discounts established in the first 12-month term for both successive 12-month terms.
- D. A termination liability will be assessed to a subscriber who terminates the service prior to the expiration of the term commitment. For Complete Choice for Business package Term Plan elections, the amount to be assessed will be equal to \$20.00 multiplied by the number of months remaining on the term.

Termination liability charges for Complete Choice for Business package Term Plan elections will not be applicable if, during the term period, (1) the customer converts to another Company access and local usage plan with a term equal to or greater than the time remaining on the Complete Choice for Business Package term plan; or (2) the customer converts to an upgraded technology with the Company (i.e. network access lines to PBX Trunks, Centrex, ISDN Prime) and commits to a term equal to or greater than the time remaining on the Complete Choice for Business package term plan. It is at the Company's sole determination whether a product change satisfies the requirements for waiver of the termination liability under this clause; or (3) the customer chooses to terminate their agreement and to negotiate a new Complete Choice for Business package agreement with a term period greater than the time remaining on the existing Complete Choice for Business agreement. The new service agreement will be based on the discounts in effect at the time of establishing the new agreement.

If during the Term, an AT&T ILEC Service (referred to as the "Terminated ILEC Service") provided under a Complete Choice for Business 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: (N)

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

It is at the Company's sole discretion whether a product change satisfies these requirements. (N)

- E. The Complete Choice for Business package Term Plan discounts are as follows:

	Term	Discount
For Term Plan elections dated on or after September 1, 2011	12 months	25%
For Term Plan elections dated on or after September 1, 2011	24 months	25%
For Term Plan elections dated from July 1, 2003 through August 31, 2011	12 months	8%
For Term Plan elections dated from July 1, 2003 through August 31, 2011	24 months	15%
For Term Plan elections dated on or after July 1, 2003	36 months	25%

- F. Subscribers who participate in the program and subscribe to new service during the term under the Complete Choice for Business package will not be billed for the line connection charges and change in service charges, if applicable, associated with the service order. This only includes the Line Connection Charge (first and additional lines) and the Charge for Change in Service, if applicable.
- G. Unless the Subscriber notifies the Company of its intent not to renew for another like term under the Program prior to expiration, then upon expiration of the initial term, the Subscriber term election agreement shall automatically renew for another term as initially selected¹. The Company will provide written and/or verbal reminders to the Subscriber of the Subscriber term election agreement expiration date and the automatic renewal provision beginning approximately one hundred eighty (180) days prior to its expiration, depending upon the Subscriber's billing cycle.

Note 1: This clause is no longer applicable for customers initially subscribing on or after September 1, 2011.