

AT&T Florida 150 South Monroe St. Suite 400 Tallahassee, FL 32301

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September 30, 2009

Beth Salak, Director Competitive Markets and Enforcement Attn: Tariff Section 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Pursuant to Florida Statute 364.051, attached for filing with the Commission are the following pages of the General Subscriber Service Tariff and the Private Line Services Tariff:

## General Subscriber Service Tariff

Section A2 - Fourth Revised Page 33.1

- Original Page 33.1.1

- Third Revised Page 33.2

#### Private Line Services Tariff

Section B2 - First Revised Page 71.91

- Original Page 71.91.1

- First Revised Page 71.92

The purpose of this filing is to extend and modify the AT&T CompleteLink promotion. The effective date of this tariff modification is October 1, 2009.

Acknowledgement, date of receipt and authority number of this filing is requested.

Your consideration and approval will be appreciated.

Yours very truly,

Jerry D. Hendrix (mrs)

Regulatory Vice President

Attachments



## **Promotion Description**

## AT&T CompleteLink

#### <u>Overview</u>

The CompleteLink promotion began November 11, 2008 and is extended to **September 30, 2010**. CompleteLink provides business customers a monthly Total Volume Discount (TVD) on selected eligible business services. The discount is based on the customer's Minimum Annual Revenue Commitment (MARC) and Term Agreement. In addition to the TVD eligible Win and Winback customers will receive accelerated discounts, and a waiver of normally applicable service order and line connection non-recurring charges associated with local exchange access lines and or vertical services.

As of October 1, 2009 each business customer (not assumed name) will be limited to a maximum of only one standard agreement (available to all eligible business customers), one win/winback agreement, and one renewal/loyalty agreement at any given time. This limitation applies for each business customer across 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 where the AT&T ILEC provides local exchange service and where the CompleteLink offer is also available. Agreements established prior to this time period will not be affected.

#### **Promotion Specifics**

Business customers will commit to a Minimum Annual Revenue Commitment (MARC) in exchange for receiving a monthly discount off their eligible services. A MARC is based on the customer's total billed revenue for Contributory Services. Customers will receive a monthly total volume discount (TVD) which will appear as a credit on their monthly bill. The TVD is based on their MARC and term. Term agreements range from 1-3 years.

MARC	TVD 1 Year	TVD 2 Year	TVD 3 Year
\$500	5%	8%	15%
\$2,500	5%	10%	20%
\$5,000	5%	10%	25%
\$10,000	5%	15%	30%
\$25,000	5%	20%	35%
\$75,000	5%	25%	40%

For hunting, the above discounts apply to hunting purchased under a 1 year term. For 2 or 3 year terms, instead of the discounts above, customers who

subscribe to hunting will receive a 50% discount for a minimum 2 year term or 100% for a 3 year term.

# The following Maximum Annual Discount (MAD) levels apply to all agreements established on or after October 1, 2009:

MARC	MAD
\$ 500	\$ 375
\$ 2,500	\$ 1,000
\$ 5,000	\$ 2,500
\$ 10,000	\$ 7,500
\$ 25,000	\$ 26,250
\$ 75,000	\$ 40,000

In addition to the TVD, eligible Win and Winback customers (Win and Winback customers include business customers who have their local exchange access line service with another competitive local exchange carrier within the 9-state AT&T-South East region and who now wish to establish their local exchange service with AT&T) will receive an accelerated discount that is calculated as a percentage of their MARC. This additional 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 or vertical services ordered at the time of the initial subscription to CompleteLink. The accelerated discounts will be applied upon subscription to CompleteLink and yearly (for terms exceeding one year) thereafter, according to the schedule below. Credits will be applied to customer accounts if applicable in the 2nd, 13<sup>th</sup>, and 25<sup>th</sup> months of their term.

Term	1 Year	2 Year	3 Year
Up Front Credit	5%	15%	20%
1 <sup>st</sup> Year Anniversary	N/A	10%	10%
2 <sup>nd</sup> Year Anniversary	N/A	N/A	5%

Winning Rewards customers who opt out of their contract or elect to sign up for CompleteLink within 60 days of the expiration of their Winning Rewards contract are eligible for a Renewal Loyalty accelerated discount. Minimum term requirement is a two year CompleteLink contract.

CompleteLink customers who notify AT&T in writing in compliance with the conditions for withdrawing from auto renewal are eligible for the Renewal Loyalty accelerated discount. Minimum term requirement for a Renewal Loyalty discount is a two year contract.

Renewal Loyalty accelerated discounts are calculated as a percentage of the agreed upon MARC and will be applied as a credit to the eligible subscriber's bill.

Renewal Loyalty accelerated discounts are applied upon subscription to Complete Link and yearly according to the following schedule. Credits will be applied to customer accounts if applicable in the 2nd, 13<sup>th</sup>, and 25<sup>th</sup> months of their term.

Term	1 Year	2 Year	3 Year
Upfront Loyalty Discount	N/A	5%	5%
1 <sup>st</sup> Year Loyalty Discount		5%	5%
2 <sup>nd</sup> Year Loyalty Discount	N/A	N/A	5%

## <u>Promotion Restrictions/Eligibility Requirements</u>

1. The Promotion is available to business customers on a per customer billing account number ("BTN") basis 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 who are billed by for all their BTNs an aggregate monthly billing amount of a minimum of \$500 per year. The promotion is not transferable or assignable.

As of October 1, 2009, new agreements will be limited to a maximum of 1,000 BTNs per agreement in total. The BTN limit applies to the entire agreement (i.e. the BTN limit is applied on a per agreement basis rather than on a per state basis).

- 2. BTNs that include Regulated Services pursuant to Contract Service Arrangements (CSAs) or other AT&T programs or promotions are not eligible for enrollment in the Promotion.
- 3. CompleteLink is offered under a one year, two year or three year term. Customers must select one of the offered MARC levels and must sign a Confirmation of Service Order to indicate their selections. 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.
- 4. The Term of this Order will begin on the date all Billing Account Telephone Numbers ("BTNs) listed on Attachment B are entered into the AT&T billing system ("Commencement Date") and will continue for the Term Length specified in Attachment A (the "Term"). Unless otherwise agreed to by the parties in writing prior to the term.
- 5. Contributory Services are those services whose revenue is counted towards the achievement of Customer's selected minimum annual revenue commitment (MARC). Services contributing towards the MARC include all AT&T regulated services. Revenue from the following services are not included as Contributory Services:

- SMARTPath, E-911 Services, MetroEthernet, Voice Mail, Inside Wiring, 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, Miami Manhole surcharge, universal service fees, and telecommunication relay service surcharge)
- 6. Eligible Services are those services that are eligible for discounts based on achievement of a Specified MARC. MARC volume discounts are limited to the following eligible services:
  - Individual business lines, analog trunks, Central Office features, Complete Choice for Business, and Hunting for a one year term. Hunting is not an eligible service for terms of 2 years or more. Hunting will be discounted 50% for a two year term and 100% for a three year term.
- 7. With the exception of local exchange access service CompleteLink customers are not required to purchase any of the Contributory services.
- 8. AT&T will send a notice to the Customer's billing address prior to the term expiration date of the CompleteLink 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 plan, discounts and rates will terminate and the customer will be billed at the prevailing tariff/price list rates.
- 9. 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 agreement. Standard non-recurring charges as appropriate will apply to lines and features added after the initial CompleteLink order.
- 10. Win/Winback business customers who establish service with AT&T and subscribe to a CompleteLink 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 and yearly (for terms exceeding one year) thereafter
- 11. Customers who establish a CompleteLink agreement and later upgrade to a new length and or MARC level, or terminate their CompleteLink 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 term.
- 12. Winning Reward customers who opt out of their contract or elect to sign up for CompleteLink within 60 days of the expiration of their Winning Rewards

- contract are eligible for the Renewal Loyalty accelerated discount. Minimum term requirement is two years.
- 13. Existing CompleteLink customers who send a written notice to AT&T to opt out of auto renewal are eligible for the Renewal Loyalty accelerated discount as long as they renew for a minimum of two years.
- 14. If the Customer's actual billings for "Contributory Services" are less than the Customer-selected MARC, Customer will be billed an "Annual Under Utilization" charge equal to the difference between the MARC and the billings for Contributory Services during the just prior 12 month period.
- 15. In the event the customer terminates this Order prior to the expiration of the Term, Customer shall be liable for an Early Termination charge. The Early Termination charge shall be calculated as follows:
- A. 50% of the MARC multiplied by the number of years remaining in the Term of this Order. If the termination includes calculation for a partial year, if the partial year relevant billings is less than Customer's MARC commitment, 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 above, upon an early termination, Customer shall be liable for Early Termination charges for any accelerated discount Customer received for entering into this Order. The accelerated discount Early Termination charge shall equal 50% of the accelerated discount received, prorated for the number of months remaining under this Order. Customer's Early Termination charge liability shall be offset by the amount of any early termination charges incurred by Customer as a consequence of Customer discontinuing an AT&T eligible term agreement for a Contributory Service. Early Termination charges for Accelerated Discounts shall not be offset by other early termination charges.
- 16. Termination charges may not apply under the following conditions. Each condition is at AT&T's option, at Customer's request:
- A. <u>Satisfaction Guarantee</u>. If within 90 days of the Commencement Date Customer may terminate this Order without Early Termination charge liability, except if Customer had terminated another AT&T toll, access or usage term plan to subscribe to this CompleteLink Plan, the Customer is not eligible for this Satisfaction Guarantee. In addition, if Customer received an accelerated discount upon entering into this Order, the amount of the accelerated discount shall be charged to Customer's Main Billed Telephone number monthly statement or final bill.
- B. MARC Downgrade Allowance for Technology Upgrade. Termination liability charges will not apply if during the term of the CompleteLink agreement Customer disconnects one or more of the Contributory Services in column A

and replaces the Services with the AT&T service specified on the corresponding service listed in column B resulting in a 50% or greater difference between the customer's current MARC and the next lower MARC. In such an event, Customer may request to terminate the existing CompleteLink agreement without termination liability provided: a) Customer enters into a new CompleteLink agreement for a term period that is equal to or greater than the term remaining on their current agreement, and b) the MARC on the new agreement is at least the next lower CompleteLink MARC.

This waiver of charges as a result of replacing column A contributory services with the corresponding column B service will be allowed only once per customer, per agreement term. CompleteLink \$500 MARC service agreements are specifically not eligible for this Downgrade Allowance..

For purposes of the waiver, replacing a service means that the newly installed product (s) must be installed at the same customer service location (s) and in the same relative quantity (ies) as those being displaced. It is at AT&T sole determination whether a product change satisfies the requirements for waiver of the termination liability under this provision.

Column A	Column B
Analog Trunks	ISDN PRI
Basic Local Access	ISDN PRI
Exchange Lines	

The following is stated as a matter of convenience and not intended to imply that the list above is not inclusive. In no event will the following product changes satisfy the conditions required for termination without liability under this provision.

Centrex to PBX
Centrex to ISDN PRI

This MARC downgrade waiver described above only applies to the termination charges applicable to the CompleteLink agreement. Termination charges may apply on those services being disconnected, and the application of those termination charges are not affected by this waiver. All the applicable recurring and non-recurring charges apply to the installation and removal of services. Products and services are subscribed separately and not as a part of the CompleteLink subscription. As a result of selecting a reduced MARC level, discounts provided under the new CompleteLink agreement may be less than those received under the higher MARC agreement (discounts for the new agreement will be those applicable to the new MARC level under the CompleteLink promotion in effect at the time the new contract is executed). The 90 day service guarantee does not apply to the new agreement.

- C. During the Term of this Order, Customer may terminate without liability provided: a) Customer enters into a new CompleteLink service agreement for a term period which is equal to or greater than the time remaining on this Order, and b) the MARC on the new agreement is equal to or greater than the MARC under this Order.
- 17. Customers who have terminated a CompleteLink agreement for the purpose of establishing service with another carrier and who now return to AT&T and sign a new CompleteLink agreement will receive a one-time waiver or refund of termination charges associated with early termination of their former CompleteLink 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.
- 18. Unless Subscriber notifies AT&T in writing of its intent not to renew for another like term under the program at least sixty (60) days prior to expiration, then upon expiration of the initial term, the program agreement shall automatically renew for another term as initially selected. AT&T will attempt to provide written and/or verbal reminders to subscriber of the program agreement expiration date and the automatic renewal provision prior to expiration. If subscriber does not renew the program agreement for another term or at the expiration of the renewed term, subscriber agrees to pay full month to month charges under the then effective AT&T "Service Descriptions & Price Lists" or AT&T applicable tariffs, as the case may be for Services.

Fourth Revised Page 33.1 Cancels Third Revised Page 33.1

EFFECTIVE: October 1, 2009

Period

Authority

11/11/08

to

09/30/10

(C)

(N)

ISSUED: September 30, 2009

BY: Marshall M. Criser III, President -FL Miami, Florida

## A2. GENERAL REGULATIONS

## A2.10 Special Promotions (Cont'd)

#### A2.10.2 Descriptions (Cont'd)

**A.** The following promotions are on file with the Commission: (Cont'd)

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

#### **Charges Waived**

CompleteLink provides business customers a monthly Total Volume Discount (TVD) on selected eligible business services. The discount is based on the customer's Minimum Annual Revenue Commitment (MARC) and Term Agreement. In addition to the TVD eligible Win and Winback customers will receive accelerated discounts, and a waiver of normally applicable service order and line connection non-recurring charges associated with local exchange access lines and or vertical services.

As of October 1, 2009 each business customer (not assumed name) will be limited to a maximum of only one standard agreement (available to all eligible business customers), one win/winback agreement, and one renewal/loyalty agreement at any given time. This limitation applies for each business customer across 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 where the AT&T ILEC provides local exchange service and where the CompleteLink offer is also available. Agreements established prior to this time period will not be affected.

#### **Promotion Specifics**

Business customers will commit to a Minimum Annual Revenue Commitment (MARC) in exchange for receiving a monthly discount off their eligible services. A MARC is based on the customer's total billed revenue for Contributory Services. Customers will receive a monthly total volume discount (TVD) which will appear as a credit on their monthly bill. The TVD is based on their MARC and term. Term agreements range from 1-3 years.

MARC	TVD 1 Year	TVD 2 Year	TVD 3 Year
\$500	5%	8%	15%
\$2,500	5%	10%	20%
\$5,000	5%	10%	25%
\$10,000	5%	15%	30%
\$25,000	5%	20%	35%
\$75,000	5%	25%	40%

For hunting, the above discounts apply to hunting purchased under a 1 year term. For 2 or 3 year terms, instead of the discounts above, customers who subscribe to hunting will receive a 50% discount for a minimum 2 year term or 100% for a 3 year term.

(M)

Material previously appearing on this page now appears on page(s) 33.1.1 of this section.

Original Page 33.1.1

EFFECTIVE: October 1, 2009

Period

Authority

ISSUED: September 30, 2009

BY: Marshall M. Criser III, President -FL

Miami, Florida

#### **A2. GENERAL REGULATIONS**

## A2.10 Special Promotions (Cont'd)

#### A2.10.2 Descriptions (Cont'd)

Area of Promotion Service

**A.** The following promotions are on file with the Commission: (Cont'd)

**Charges Waived** 

AT&T Florida	AT&T CompleteLink	The following Maximum Annual Discount (MAD) levels apply to all agreements		(N)	
Service Territory-	(Cont'd)	established on or after Octo	established on or after October 1, 2009:		
From Central Offices				_	
Where services are		MARC	MAD		(N)
available		\$ 500	\$ 375		
		\$ 2,500	\$ 1,000		
		\$ 5,000	\$ 2,500	]	
		\$ 10,000	\$ 7,500	]	
		\$ 25,000	\$ 26,250	]	
		\$ 75,000	\$ 40,000	1	

In addition to the TVD, eligible Win and Winback customers (Win and Winback customers include business customers who have their local exchange access line service with another competitive local exchange carrier within the 9-state AT&T-South East region and who now wish to establish their local exchange service with AT&T) will receive an accelerated discount that is calculated as a percentage of their MARC. This additional 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 or vertical services ordered at the time of the initial subscription to CompleteLink. The accelerated discounts will be applied upon subscription to CompleteLink and yearly (for terms exceeding one year) thereafter, according to the schedule below. Credits will be applied to customer accounts if applicable in the 2nd, 13th, and 25th months of their term.

Term	1 Year	2 Year	3 Year
Up Front Credit	5%	15%	20%
1 <sup>st</sup> Year Anniversary	N/A	10%	10%
2 <sup>nd</sup> Year Anniversary	N/A	N/A	5%

Winning Rewards customers who opt out of their contract or elect to sign up for CompleteLink within 60 days of the expiration of their Winning Rewards contract are eligible for a Renewal Loyalty accelerated discount. Minimum term requirement is a two year CompleteLink contract.

CompleteLink customers who notify AT&T in writing in compliance with the conditions for withdrawing from auto renewal are eligible for the Renewal Loyalty accelerated discount. Minimum term requirement for a Renewal Loyalty discount is a two year contract.

Renewal Loyalty accelerated discounts are calculated as a percentage of the agreed upon MARC and will be applied as a credit to the eligible subscriber's bill. Renewal Loyalty accelerated discounts are applied upon subscription to Complete Link and yearly according to the following schedule. Credits will be applied to customer accounts if applicable in the 2nd, 13th, and 25th months of their term.

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Material appearing on this page previously appeared on page(s) 33.1 of this section. Material appearing on this page previously appeared on page(s) 33.2 of this section.

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

ISSUED: September 30, 2009

BY: Marshall M. Criser III, President -FL Miami, Florida Third Revised Page 33.2 Cancels Second Revised Page 33.2

EFFECTIVE: October 1, 2009

#### **A2. GENERAL REGULATIONS**

GENERAL SUBSCRIBER SERVICE TARIFF

## A2.10 Special Promotions (Cont'd)

#### A2.10.2 Descriptions (Cont'd)

**A.** The following promotions are on file with the Commission: (Cont'd)

AT&T Florida
Service Territory-

AT&T CompleteLink (Cont'd)

From Central Offices Where services are

available

#### **Charges Waived**

Period Authority

(M)

(N)

Term	1 Year	2 Year	3 Year
Front Loyalty Discount	N/A	5%	5%
1st Year Loyalty Discount	N/A	5%	5%
2 <sup>nd</sup> Year Loyalty Discount	N/A	N/A	5%

#### **Promotion Restrictions/Eligibility Requirements**

The Promotion is available to business customers on a per customer billing account number ("BTN") basis 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 who are billed by for all their BTNs an aggregate monthly billing amount of a minimum of \$500 per year. The promotion is not transferable or assignable.

As of October 1, 2009, new agreements will be limited to a maximum of 1,000 BTNs per agreement in total. The BTN limit applies to the entire agreement (i.e. the BTN limit is applied on a per agreement basis rather than on a per state basis).

BTNs that include Regulated Services pursuant to Contract Service Arrangements (CSAs) or other AT&T programs or promotions are not eligible for enrollment in the Promotion.

CompleteLink is offered under a one year, two year or three year term. Customers must select one of the offered MARC levels and must sign a Confirmation of Service Order to indicate their selections. 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 this offer will begin on the date all Billing Account Telephone Numbers ("BTNs) listed on Attachment B are entered into the AT&T billing system ("Commencement Date") and will continue for the Term Length specified in Attachment A (the "Term"). Unless otherwise agreed to by the parties in writing prior to the term.

Material previously appearing on this page now appears on page(s) 33.1.1 of this section.

ISSUED: September 30, 2009 BY: Marshall M. Criser III, President -FL

Miami, Florida

First Revised Page 71.91 Cancels Original Page 71.91

EFFECTIVE: October 1, 2009

Period

Authority

11/11/08

to

09/30/10

(C)

(N)

#### **B2. REGULATIONS**

PRIVATE LINE SERVICES TARIFF

## **B2.7 Special Promotions (Cont'd)**

#### **B2.7.2 Descriptions (Cont'd)**

The following promotions are on file with the Commission: (Cont'd)

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

#### **Charges Waived**

CompleteLink provides business customers a monthly Total Volume Discount (TVD) on selected eligible business services. The discount is based on the customer's Minimum Annual Revenue Commitment (MARC) and Term Agreement. In addition to the TVD eligible Win and Winback customers will receive accelerated discounts, and a waiver of normally applicable service order and line connection non-recurring charges associated with local exchange access lines and or vertical services.

As of October 1, 2009 each business customer (not assumed name) will be limited to a maximum of only one standard agreement (available to all eligible business customers), one win/winback agreement, and one renewal/loyalty agreement at any given time. This limitation applies for each business customer across 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 where the AT&T ILEC provides local exchange service and where the CompleteLink offer is also available. Agreements established prior to this time period will not be affected.

#### **Promotion Specifics**

Business customers will commit to a Minimum Annual Revenue Commitment (MARC) in exchange for receiving a monthly discount off their eligible services. A MARC is based on the customer's total billed revenue for Contributory Services. Customers will receive a monthly total volume discount (TVD) which will appear as a credit on their monthly bill. The TVD is based on their MARC and term. Term agreements range from 1-3 years.

MARC	TVD 1 Year	TVD 2 Year	TVD 3 Year
\$500	5%	8%	15%
\$2,500	5%	10%	20%
\$5,000	5%	10%	25%
\$10,000	5%	15%	30%
\$25,000	5%	20%	35%
\$75,000	5%	25%	40%

For hunting, the above discounts apply to hunting purchased under a 1 year term. For 2 or 3 year terms, instead of the discounts above, customers who subscribe to hunting will receive a 50% discount for a minimum 2 year term or 100% for a 3 year term.

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Period

Authority

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**BELLSOUTH** TELECOMMUNICATIONS, INC. **FLORIDA** 

ISSUED: September 30, 2009

BY: Marshall M. Criser III, President -FL Miami, Florida

EFFECTIVE: October 1, 2009

#### **A2. GENERAL REGULATIONS**

## A2.10 Special Promotions (Cont'd)

#### A2.10.2 Descriptions (Cont'd)

Area of Promotion Service

The following promotions are on file with the Commission: (Cont'd)

**Charges Waived** 

AT&T Florida	AT&T CompleteLink	The following Maximum A	Annual Discount (MAD) 1	levels apply to all agreements	(N)
Service Territory-	(Cont'd)	established on or after Octo	ober 1, 2009:		
From Central Offices	3			_	
Where services are		MARC	MAD		(N)
available		\$ 500	\$ 375		
		\$ 2,500	\$ 1,000		
		\$ 5,000	\$ 2,500		
		\$ 10,000	\$ 7,500		
		\$ 25,000	\$ 26,250		
		\$ 75,000	\$ 40,000		

In addition to the TVD, eligible Win and Winback customers (Win and Winback customers include business customers who have their local exchange access line service with another competitive local exchange carrier within the 9-state AT&T-South East region and who now wish to establish their local exchange service with AT&T) will receive an accelerated discount that is calculated as a percentage of their MARC. This additional 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 or vertical services ordered at the time of the initial subscription to CompleteLink. The accelerated discounts will be applied upon subscription to CompleteLink and yearly (for terms exceeding one year) thereafter, according to the schedule below. Credits will be applied to customer accounts if applicable in the 2nd, 13th, and 25th months of their term.

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Up Front Credit	5%	15%	20%
1 <sup>st</sup> Year Anniversary	N/A	10%	10%
2 <sup>nd</sup> Year Anniversary	N/A	N/A	5%

Winning Rewards customers who opt out of their contract or elect to sign up for CompleteLink within 60 days of the expiration of their Winning Rewards contract are eligible for a Renewal Loyalty accelerated discount. Minimum term requirement is a two year CompleteLink contract.

CompleteLink customers who notify AT&T in writing in compliance with the conditions for withdrawing from auto renewal are eligible for the Renewal Loyalty accelerated discount. Minimum term requirement for a Renewal Loyalty discount is a two year contract.

Renewal Loyalty accelerated discounts are calculated as a percentage of the agreed upon MARC and will be applied as a credit to the eligible subscriber's bill. Renewal Loyalty accelerated discounts are applied upon subscription to Complete Link and yearly according to the following schedule. Credits will be applied to customer accounts if applicable in the 2nd, 13th, and 25th months of their term.

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PRIVATE LINE SERVICES TARIFF

First Revised Page 71.92 Cancels Original Page 71.92

EFFECTIVE: October 1, 2009

Period

Authority

**B2. REGULATIONS** 

BY: Marshall M. Criser III, President -FL Miami, Florida

## **B2.7 Special Promotions (Cont'd)**

#### **B2.7.2 Descriptions (Cont'd)**

The following promotions are on file with the Commission: (Cont'd)

AT&T Florida Service Territory-

AT&T CompleteLink (Cont'd)

From Central Offices Where services are

available

#### **Charges Waived**

Term	1 Year	2 Year	3 Year
Front Loyalty Discount	N/A	5%	5%
1st Year Loyalty Discount	N/A	5%	5%
2 <sup>nd</sup> Year Loyalty Discount	N/A	N/A	5%

#### **Promotion Restrictions/Eligibility Requirements**

The Promotion is available to business customers on a per customer billing account number ("BTN") basis 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 who are billed by for all their BTNs an aggregate monthly billing amount of a minimum of \$500 per year. The promotion is not transferable or assignable.

As of October 1, 2009, new agreements will be limited to a maximum of 1,000 BTNs per agreement in total. The BTN limit applies to the entire agreement (i.e. the BTN limit is applied on a per agreement basis rather than on a per state basis). BTNs that include Regulated Services pursuant to Contract Service Arrangements (CSAs) or other AT&T programs or promotions are not eligible for enrollment in the Promotion.

CompleteLink is offered under a one year, two year or three year term. Customers must select one of the offered MARC levels and must sign a Confirmation of Service Order to indicate their selections. 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 this Offer will begin on the date all Billing Account Telephone Numbers ("BTNs) listed on Attachment B are entered into the AT&T billing system ("Commencement Date") and will continue for the Term Length specified in Attachment A (the "Term"). Unless otherwise agreed to by the parties in writing prior to the term.

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Material previously appearing on this page now appears on page(s) 71.91.1 of this section.

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33.1

TELECOMMUNICATIONS, INC. **FLORIDA** 

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Cancels Third Revised Page 33.1 Cancels Second Revised Page 33.1

BY: Marshall M. Criser III, President -FL Miami, Florida

## **A2. GENERAL REGULATIONS**

## A2.10 Special Promotions (Cont'd)

#### A2.10.2 Descriptions (Cont'd)

The following promotions are on file with the Commission: (Cont'd)

Area of Promotion (DELETED)	Service	Charges Waived				Period Authority	(D)
AT&T Florida	AT&T CompleteLink	CompleteLink pro	vides business cus	tomers a monthly T	otal Volume Discount	11/11/08	(N)
Service Territory-	•	(TVD) on selected	eligible business se	ervices. The discor	ant is based on the	to	(C)
From Central Offices		customer's Minimu	ım Annual Revenu	e Commitment (M.	ARC) and Term	11/10/09	
Where services are		Agreement. In add	lition to the TVD e	ligible Win and Wi	nback customers will	<u>09/30/10</u>	
available				•	applicable service orde		
				rges associated wit	h local exchange acces	SS	
		lines and or vertica	l services.				
		As of October 1, 20	009 each business	customer (not assur	ned name) will be limi	ited	(N)
		to a maximum of o	nly one standard as	greement (available	to all eligible busines	<u>S</u>	(N)
		customers), one wi	n/winback agreeme	ent, and one renewa	al/loyalty agreement at		
			* *		customer across AT&		
		•		•	cky, AT&T Louisiana,	L	
		* *			Carolina and AT&T		
		•	*		ge service and where t		
				Agreements establ	ished prior to this time	2	(N)
		period will not be a	arrected.				(N)
		Promotion Specifi	ire				(N)
				Minimum Annual I	Revenue Commitment		(N)
					ff their eligible service	es.	(N)
		A MARC is based	0	•	_		(N)
		Services. Custome	ers will receive a m	onthly total volume	e discount (TVD) whic	ch	(N)
		will appear as a cre	edit on their monthl	y bill. The TVD is	based on their MARC		
		and term. Term agi	reements range from	m 1-3 years.			<del>(N)</del>
		MARC	TVD 1 Year	TVD 2 Year	TVD 3 Year		
		\$500	5%	8%	15%		
		\$2,500	5%	10%	20%		

MARC	TVD I Year	TVD 2 Year	TVD 3 Year
\$500	5%	8%	15%
\$2,500	5%	10%	20%
\$5,000	5%	10%	25%
\$10,000	5%	15%	30%
\$25,000	5%	20%	35%
\$75,000	5%	25%	40%

For hunting, the above discounts apply to hunting purchased under a 1 year term. For 2 or 3 year terms, instead of the discounts above, customers who subscribe to hunting will receive a 50% discount for a minimum 2 year term or 100% for a 3

In addition to the TVD, eligible Win and Winback customers (Win and Winback customers include business customers who have their local exchange access line service with another competitive local exchange carrier within the 9-state AT&T-South East region and who now wish to establish their local exchange service with AT&T) will receive an accelerated discount that is calculated as a percentage of their MARC. This additional 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 or vertical services ordered at the time of the initial subscription to CompleteLink. The accelerated discounts will be applied upon subscription to CompleteLink and yearly (for terms exceeding one year) thereafter, according to

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GENERAL SUBSCRIBER SERVICE TARIFF Fourth Revised Page 33.1 Third Revised Page

33.1

TELECOMMUNICATIONS, INC.

Cancels Third Revised Page 33.1 Cancels Second Revised Page 33.1

**FLORIDA** 

ISSUED: September 30, 2009 ISSUED: November 10, 2008

EFFECTIVE: October 1, 2009 EFFECTIVE: November 11, 2008

BY: Marshall M. Criser III, President -FL Miami, Florida

> the schedule below. Credits will be applied to customer accounts if applicable in the 2nd, 13th, and 25th months of their term.

Term	1 Year	2 Year	3 Year
Up Front Credit	<del>5%</del>	<del>15%</del>	<del>20%</del>
1 <sup>st</sup> Year Anniversary	N/A	10%	10%
2 <sup>nd</sup> -Year Anniversary	N/A	N/A	<del>5%</del>

BELLSOUTH

GENERAL SUBSCRIBER SERVICE TARIFF Fourth Revised Page 33.1 Third Revised Page

33.1

TELECOMMUNICATIONS, INC. **FLORIDA** 

ISSUED: September 30, 2009 ISSUED: November 10, 2008

BY: Marshall M. Criser III, President -FL Miami, Florida

Cancels Third Revised Page 33.1 Cancels Second Revised Page 33.1

EFFECTIVE: October 1, 2009 EFFECTIVE: November 11, 2008

Original Page 33.1.1

EFFECTIVE: October 1, 2009

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## **A2. GENERAL REGULATIONS**

## A2.10 Special Promotions (Cont'd)

#### A2.10.2 Descriptions (Cont'd)

Where services are available

**A.** The following promotions are on file with the Commission: (Cont'd)

			<u>Period</u>
Area of Promotion	Service	Charges Waived	<b>Authority</b>
AT&T Florida	AT&T CompleteLink	The following Maximum Annual Discount (MAD) levels apply to all agreements	
Service Territory-	(Cont'd)	established on or after October 1, 2009:	
From Central Offices			

MARC	MAD
<u>\$ 500</u>	<u>\$ 375</u>
\$ 2,500	\$ 1,000
\$ 5,000	\$ 2,500
\$ 10,000	\$ 7,500
\$ 25,000	\$ 26,250
\$ 75,000	\$ 40,000

In addition to the TVD, eligible Win and Winback customers (Win and Winback customers include business customers who have their local exchange access line service with another competitive local exchange carrier within the 9-state AT&T-South East region and who now wish to establish their local exchange service with AT&T) will receive an accelerated discount that is calculated as a percentage of their MARC. This additional 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 or vertical services ordered at the time of the initial subscription to CompleteLink. The accelerated discounts will be applied upon subscription to CompleteLink and yearly (for terms exceeding one year) thereafter, according to the schedule below. Credits will be applied to customer accounts if applicable in the 2nd, 13th, and 25th months of their term.

<u>Term</u>	1 Year	2 Year	3 Year
Up Front Credit	<u>5%</u>	<u>15%</u>	<u>20%</u>
1 <sup>st</sup> Year Anniversary	<u>N/A</u>	10%	<u>10%</u>
2 <sup>nd</sup> Year Anniversary	<u>N/A</u>	<u>N/A</u>	<u>5%</u>

Winning Rewards customers who opt out of their contract or elect to sign up for CompleteLink within 60 days of the expiration of their Winning Rewards contract are eligible for a Renewal Loyalty accelerated discount. Minimum term requirement is a two year CompleteLink contract.

CompleteLink customers who notify AT&T in writing in compliance with the conditions for withdrawing from auto renewal are eligible for the Renewal Loyalty accelerated discount. Minimum term requirement for a Renewal Loyalty discount is a two year contract.

Renewal Loyalty accelerated discounts are calculated as a percentage of the agreed upon MARC and will be applied as a credit to the eligible subscriber's bill. Renewal Loyalty accelerated discounts are applied upon subscription to Complete Link and yearly according to the following schedule. Credits will be applied to customer accounts if applicable in the 2nd, 13th, and 25th months of their term.

(M)

(N)

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33.2

TELECOMMUNICATIONS, INC.

Cancels Second Revised Page 33.2 Cancels First Revised Page 33.2

**FLORIDA** 

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## **A2. GENERAL REGULATIONS**

## A2.10 Special Promotions (Cont'd)

## A2.10.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion Service	Charges Waived Period Authority	(D)
(DELETED) AT&T Florida AT&T CompleteL	Link Winning Rewards customers who opt out of their contract or elect to sign up for	(N)
Service Territory- (Cont'd)	CompleteLink within 60 days of the expiration of their Winning Rewards contract	(M)
From Central Offices	are eligible for a Renewal Loyalty accelerated discount. Minimum term	
Where services are available	requirement is a two year CompleteLink contract.	
	CompleteLink customers who notify AT&T in writing in compliance with the	(N)
	conditions for withdrawing from auto renewal are eligible for the Renewal	( <u>M</u> )
	Loyalty accelerated discount. Minimum term requirement for a Renewal Loyalty	
	discount is a two year contract.	
	Renewal Loyalty accelerated discounts are calculated as a percentage of the	(N)
	agreed upon MARC and will be applied as a credit to the eligible subscriber's bill.	<u>(M)</u>
	Renewal Loyalty accelerated discounts are applied upon subscription to Complete	
	Link and yearly according to the following schedule. Credits will be applied to	
	eustomer accounts if applicable in the 2nd, 13th, and 25th months of their term.	
	Term 1 Year 2 Year 3 Year	(N)
	Front Loyalty Discount N/A 5% 5%	<del>(N)</del>
	1 <sup>st</sup> Year Loyalty Discount N/A 5% 5%	(N)
	2 <sup>nd</sup> Year Loyalty Discount N/A N/A 5%	<del>(N)</del>
	Promotion Restrictions/Eligibility Requirements	( <del>N)</del>
	The Promotion is available to business customers on a per customer billing	( <del>N)</del>
	account number ("BTN") basis 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 who are billed by for all their BTNs an aggregate monthly billing amount of a minimum of \$500 per year.	
	The promotion is not transferable or assignable.	
	As of October 1, 2009, new agreements will be limited to a maximum of 1,000	( <u>N)</u>
	BTNs per agreement in total. The BTN limit applies to the entire agreement (i.e.	
	the BTN limit is applied on a per agreement basis rather than on a per state basis).	
	BTNs that include Regulated Services pursuant to Contract Service Arrangements (CSAs) or other AT&T programs or promotions are not eligible for enrollment in the Promotion.	( <del>N)</del>
	CompleteLink is offered under a one year, two year or three year term. Customers must select one of the offered MARC levels and must sign a Confirmation of Service Order to indicate their selections. 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	( <del>N)</del>
	Downturn MARC Downgrade.	

The Term of this offer will begin on the date all Billing Account Telephone Numbers ("BTNs) listed on Attachment B are entered into the AT&T billing

Material previously appearing on this page now appears on page(s) 33.1.1 of this section.

**BELLSOUTH** 

GENERAL SUBSCRIBER SERVICE TARIFF Third Revised Page 33.2 Second Revised Page

33.2

TELECOMMUNICATIONS, INC.

Cancels Second Revised Page 33.2 Cancels First Revised Page 33.2

FLORIDA

ISSUED: September 30, 2009 ISSUED: November 10, 2008

EFFECTIVE: October 1, 2009 EFFECTIVE: November 11, 2008

BY: Marshall M. Criser III, President -FL Miami, Florida

system ("Commencement Date") and will continue for the Term Length specified in Attachment A (the "Term"). Unless otherwise agreed to by the parties in writing prior to the term.

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

PRIVATE LINE SERVICES TARIFF

First Revised Page 71.91 Original Page 71.91

Cancels Original Page 71.91

ISSUED: September 30, 2009 ISSUED: November 10, 2008

EFFECTIVE: October 1, 2009 EFFECTIVE: November 11, 2008

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## **B2. REGULATIONS**

## **B2.7 Special Promotions (Cont'd)**

#### **B2.7.2 Descriptions (Cont'd)**

**A.** The following promotions are on file with the Commission: (Cont'd)

Area of Promotion Service Charges Waived Period Authority

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AT&T Florida AT&T CompleteLink
Service TerritoryFrom Central Offices
Where services are available

CompleteLink provides business customers a monthly Total Volume Discount (TVD) on selected eligible business services. The discount is based on the customer's Minimum Annual Revenue Commitment (MARC) and Term Agreement. In addition to the TVD eligible Win and Winback customers will receive accelerated discounts, and a waiver of normally applicable service order and line connection non-recurring charges associated with local exchange access lines and or vertical services.

11/11/08 (<del>N)</del> to (C) 11/10/09 09/30/10

As of October 1, 2009 each business customer (not assumed name) will be limited to a maximum of only one standard agreement (available to all eligible business customers), one win/winback agreement, and one renewal/loyalty agreement at any given time. This limitation applies for each business customer across 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 where the AT&T ILEC provides local exchange service and where the CompleteLink offer is also available. Agreements established prior to this time period will not be affected.

(<del>N)</del>

(N)

(N)

#### **Promotion Specifics**

Business customers will commit to a Minimum Annual Revenue Commitment (MARC) in exchange for receiving a monthly discount off their eligible services. A MARC is based on the customer's total billed revenue for Contributory Services. Customers will receive a monthly total volume discount (TVD) which will appear as a credit on their monthly bill. The TVD is based on their MARC and term. Term agreements range from 1-3 years.

(N) (N)

(N)

(N)

(N)

MARC	TVD 1 Year	TVD 2 Year	TVD 3 Year
\$500	5%	8%	15%
\$2,500	5%	10%	20%
\$5,000	5%	10%	25%
\$10,000	5%	15%	30%
\$25,000	5%	20%	35%
\$75,000	5%	25%	40%

<del>(N)</del>

(N)

For hunting, the above discounts apply to hunting purchased under a 1 year term. For 2 or 3 year terms, instead of the discounts above, customers who subscribe to hunting will receive a 50% discount for a minimum 2 year term or 100% for a 3 year term.

(M)

In addition to the TVD, eligible Win and Winback customers (Win and Winback customers include business customers who have their local exchange access line service with another competitive local exchange carrier within the 9-state AT&T-South East region and who now wish to establish their local exchange service with AT&T) will receive an accelerated discount that is calculated as a percentage of their MARC. This additional 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 or vertical services ordered at the time of the initial subscription to CompleteLink. The accelerated discounts will be applied upon subscription to CompleteLink and yearly (for terms exceeding one year) thereafter, according to the schedule below. Credits will be applied to customer accounts if applicable in the 2nd, 13th, and 25th months of their term.

(N)
<del>(N)</del>
(N)
(N)

Term	1 Year	2 Year	3 Year
Up Front Credit	<del>5%</del>	15%	<del>20%</del>
1 <sup>st</sup> Year Anniversary	N/A	10%	10%
2 <sup>nd</sup> Year Anniversary	N/A	N/A	<del>5%</del>

Material previously appearing on this page now appears on page(s) 71.91.1 of this section.

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

PRIVATE LINE SERVICES TARIFF

First Revised Page 71.91 Original Page 71.91

Cancels Original Page 71.91

ISSUED: September 30, 2009 ISSUED: November 10, 2008

BY: Marshall M. Criser III, President -FL Miami, Florida

EFFECTIVE: October 1, 2009 EFFECTIVE: November 11, 2008

Original Page 71.91.1

**BELLSOUTH** TELECOMMUNICATIONS, INC. **FLORIDA** 

ISSUED: September 30, 2009

BY: Marshall M. Criser III, President -FL Miami, Florida

EFFECTIVE: October 1, 2009

Period

#### A2. GENERAL REGULATIONS

## A2.10 Special Promotions (Cont'd)

#### A2.10.2 Descriptions (Cont'd)

The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived			Authority	
AT&T Florida	AT&T CompleteLink	The following Maximum Annual Discount (MAD) levels apply to all agreements				(N)
Service Territory-	(Cont'd)	established on or after Octo	ober 1, 2009:			
From Central Offices	_			_		
Where services are		MARC	MAD			(N)
<u>available</u>		\$ 500	\$ 375			
		\$ 2,500	\$ 1,000			
		\$ 5,000	\$ 2,500			
		\$ 10,000	\$ 7,500			

\$25,000

\$75,000

In addition to the TVD, eligible Win and Winback customers (Win and Winback customers include business customers who have their local exchange access line service with another competitive local exchange carrier within the 9-state AT&T-South East region and who now wish to establish their local exchange service with AT&T) will receive an accelerated discount that is calculated as a percentage of their MARC. This additional 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 or vertical services ordered at the time of the initial subscription to CompleteLink. The accelerated discounts will be applied upon subscription to CompleteLink and yearly (for terms exceeding one year) thereafter, according to the schedule below. Credits will be applied to customer accounts if applicable in the 2nd, 13th, and 25th months of their term.

\$ 26,250

\$40,000

Term	1 Year	2 Year	3 Year
Up Front Credit	5%	15%	20%
1 <sup>st</sup> Year Anniversary	N/A	10%	10%
2 <sup>nd</sup> Year Anniversary	N/A	N/A	5%

Winning Rewards customers who opt out of their contract or elect to sign up for CompleteLink within 60 days of the expiration of their Winning Rewards contract are eligible for a Renewal Loyalty accelerated discount. Minimum term requirement is a two year CompleteLink contract.

CompleteLink customers who notify AT&T in writing in compliance with the conditions for withdrawing from auto renewal are eligible for the Renewal Loyalty accelerated discount. Minimum term requirement for a Renewal Loyalty discount is a two year contract.

Renewal Loyalty accelerated discounts are calculated as a percentage of the agreed upon MARC and will be applied as a credit to the eligible subscriber's bill. Renewal Loyalty accelerated discounts are applied upon subscription to Complete Link and yearly according to the following schedule. Credits will be applied to customer accounts if applicable in the 2nd, 13th, and 25th months of their term.

Material appearing on this page previously appeared on page(s) 71.91 of this section. Material appearing on this page previously appeared on page(s) 71.92 of this section. (M)

<u>First Revised Page 71.92</u> Original Page 71.92 Cancels Original Page 71.92

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#### **B2. REGULATIONS**

## **B2.7 Special Promotions (Cont'd)**

#### **B2.7.2 Descriptions (Cont'd)**

**A.** The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived				Period Authority	
AT&T Florida	AT&T CompleteLink	Winning Rewards customers w	ho opt out of	their contract o	r elect to sign up	•	(1
Service Territory-	(Cont'd)	CompleteLink within 60 days of			- 1		(1)
From Central Offices	'	are eligible for a Renewal Loya			-		
Where services are		requirement is a two year Com					
available							
		CompleteLink customers who		-	-	e	(1
		conditions for withdrawing from		_			<u>(1</u>
		Loyalty accelerated discount.		<del>n requirement f</del>	or a Renewal Lo	<del>yalty</del>	
		discount is a two year contract.					
		Renewal Loyalty accelerated d	iscounts are ca	alculated as a p	ercentage of the		(1
		agreed upon MARC and will be	e applied as a	credit to the eli	igible subscriber'	s bill.	<u>(1</u>
		Renewal Loyalty accelerated di	iscounts are ap	oplied upon sul	oscription to Com	plete	
		Link and yearly according to the					
		customer accounts if applicable	in the 2nd, 13	3 <sup>th</sup> , and 25 <sup>th</sup> -me	onths of their term	<del>1.</del>	
		Term	1 Year	2 Year	3 Year		(1
		Front Loyalty Discount	N/A	5%	5%		(1
		1st Year Loyalty Discount	N/A	5%	5%		(1
		2 <sup>nd</sup> Year Loyalty Discount	N/A	N/A	5%		(1
		Promotion Restrictions/Eligib	nility Require	ements			(1
		The Promotion is available to b			ustomer hilling		(I
				•		to	`
		account number ("BTN") basis 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 who are billed by for all					
		their BTNs an aggregate month					
		The promotion is not transferab					
							(1
		As of October 1, 2009, new agr					(1
		BTNs per agreement in total.		* *	_		
		the BTN limit is applied on a p	er agreement l	basis rather tha	n on a per state b	asis).	
	BTNs that include Regulated Services pursuant to Contract Service Arrangemen					H	
		(CSAs) or other AT&T program	ns or promotio	ons are not elig	tible for enrollme	nt in	
		the Promotion.					
		CompleteLink is offered under	a one year, tw	o year or three	year term. Custo	omers	
		must select one of the offered M					
		Service Order to indicate their	selections. A	customer may	increase their MA	ARC	
		level at any time without assess	sment of early	termination ch	arges. To increas	se a	
		MARC, the customer must also				ARC	
		level during the term is deemed					(I
		termination charges are applica		customer qual	ifies for a Busines	SS	
		Downturn MARC Downgrade.					
	The Term of this Offer will begin on the date all Billing Account Telephone						
		NI 1 ((CDIDNI) 1: 1 A			1 450 00 1 1111		

Material previously appearing on this page now appears on page(s) 71.91.1 of this section.

Numbers ("BTNs) listed on Attachment B are entered into the AT&T billing system ("Commencement Date") and will continue for the Term Length specified in Attachment A (the "Term"). Unless otherwise agreed to by the parties in

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

PRIVATE LINE SERVICES TARIFF

<u>First Revised Page 71.92</u> Original Page 71.92 Cancels Original Page 71.92

ISSUED: September 30, 2009 ISSUED: November 10, 2008

EFFECTIVE: October 1, 2009 EFFECTIVE: November 11, 2008

BY: Marshall M. Criser III, President -FL Miami, Florida

writing prior to the term.