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December 31, 2008

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, enclosed is a package to extend the Exclusively 40 promotion.

General Subscriber Service Tariff

Section A2 - 1<sup>st</sup> Revised Page 35.6.91

The issue and effective dates for this tariff package are December 31, 2008 and January 1, 2009, respectively.

Acknowledgment, date of receipt and authority number of this filing are requested.

Your consideration and approval will be appreciated.

Yours very truly,

Jerry D. Hendrix (mrs)

Regulatory Vice President

Attachments

## **Promotion Description**

### **AT&T Exclusively 40 Promotion – Extension 2009**

#### **Overview**

The AT&T Exclusively 40 Promotion promotion is scheduled to begin on 1/1/2009 and end on 8/31/2009. This promotion ("Program") is an offering available to new or existing AT&T business line customers in specified wire centers in AT&T Florida. The AT&T® Exclusively 40 program provides 40% in monthly rewards based upon the Subscriber's bill for Complete Choice® for Business package charges, for the AT&T Long Distance Service Business Unlimited Plan or AT&T Flex Unlimited LD Plan charges, and for FastAccess® Business DSL 1.5M speed or higher. The Subscriber must sign a 12-month Exclusively 40 Multi-Service Term Agreement (the "Agreement").

#### **Promotion Specifics**

\* CHANGES MADE: Expansion of existing offer to Miami / Ft. Lauderdale, FL.

This promotion ("Program") is an offering available to new or existing AT&T business line customers in specified wire centers in AT&T Florida. The AT&T® Exclusively 40 program provides 40% in monthly rewards based upon the Subscriber's bill for Complete Choice® for Business package charges, for the AT&T Long Distance Service Business Unlimited Plan or AT&T Flex Unlimited LD Plan charges, and for FastAccess® Business DSL 1.5M speed or higher. The Subscriber must sign a 12-month Exclusively 40 Multi-Service Term Agreement (the "Agreement").

#### **Program Eligibility**

- Available to new or existing AT&T business customers who subscribe to a Complete Choice® for Business package, an AT&T Long Distance Service Business Unlimited Plan or AT&T Flex Unlimited LD Plan, and FastAccess® Business DSL 1.5M speed or higher ("FastAccess").
- Subscriber must purchase or have a Complete Choice® for Business package, from a minimum of one (1) line to a maximum of eight (8) lines at the time of subscribing to the AT&T Exclusively 40 promotion.
- Subscriber must sign the 12-month Program Agreement associated with this offer to receive the rewards.
- Subscriber must be located in eligible wire centers in the state of Florida.

#### **Promotion Elements**

- Rewards: a 40% reward based upon Subscriber's monthly AT&T charges for the Complete Choice® for Business package(s) under the GSST A tariff or the Service Agreements, Service Descriptions and Price Lists in detariffed or deregulated jurisdictions, as the case may be; a 40% reward based upon Subscriber's monthly recurring charges only for the long distance Business Unlimited Plan or AT&T Flex Unlimited LD Plan; and a 40% reward based upon Subscriber's non-regulated monthly recurring charge (only) for FastAccess DSL 1.5M speed or higher.

#### **Component Service - Monthly Reward (12 Month Term)**

Complete Choice® for Business Package - 40%

Business Unlimited Plan monthly recurring charge or AT&T Flex Unlimited LD Plan - 40%

FastAccess Business DSL 1.5M speed or higher - 40%

- The rewards will appear as a credit in the Rewards and Discounts section of the AT&T Regulated Local and Local Toll Charges portion of the Subscriber's bill in the state of Tennessee; and the Other Charges and Credits (OC&C) section of the Long Distance portion of the Subscriber's bill; and the AT&T Customized Billing Plan section of the AT&T Internet Services section of the Subscriber's bill. The reward will appear in either the current or a subsequent

billing period, usually within one or two billing cycles.

- In addition to the rewards, Subscribers who participate in the Program will not be billed for line connection charges associated with the service order for the duration of the term. This will include the Line Connection Charge (first and additional lines). For Subscribers coming from a Reseller where there is no line connection charge, they will not be billed for any change of service charges.

- For the Business Unlimited Plan or AT&T Flex Unlimited LD Plan, any additional feature non-recurring charges will continue to apply and are not rewarded or waived under the Program.

- For Business Unlimited Plan or AT&T Flex Unlimited LD Plan, international usage is not rewarded under the Program.

- For FastAccess service, any non-recurring activation charges, professional installation charges and charges for customer premises equipment will continue to apply and are not rewarded or waived under the Program.

- Participation in the Program begins on the date the Subscriber commits to the Agreement and AT&T accepts by completing Subscriber's service order (unless voided by AT&T). Depending upon the Subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that AT&T completes the Subscriber's service order.

- The Agreement will cancel if the FastAccess component service is not activated within 60 days of the service order completion date, and the Subscriber must repay all rewards provided.

- In the event that the activation of FastAccess is delayed (but within the 60 days) and billing for that service is delayed, then rewards will apply on the first bill following activation and will end on the expiration date of the Agreement.

- In the event that a Subscriber terminates the Program or any one component service (the Complete Choice® for Business package, the Business Unlimited Plan or the FastAccess Business DSL service) prior to the expiration date of the Agreement, then the Agreement will cancel, and the Subscriber agrees to pay back the bill rewards for the services that the Subscriber has received as a result of the Subscriber's participation in the Program. Termination charges will appear on the Subscriber's final bill or a subsequent bill as a charge in the OC&C section(s). Payment of this charge does not release the Subscriber from other previous amounts owed to AT&T.

- Unless the Subscriber notifies AT&T in writing of its intent not to renew for another like term under the Program at least 60 days prior to expiration, then upon expiration of the initial term, the Subscriber Agreement shall automatically renew for another term for two consecutive, separate terms. AT&T will provide written and/or verbal reminders to the Subscriber of the Subscriber Agreement expiration date and the automatic renewal provision beginning approximately 180 days prior to its expiration depending upon the Subscriber's billing cycle. If the Subscriber does not renew the Subscriber Agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full month to month charges under the then effective AT&T "Service Descriptions & Price Lists" or BellSouth applicable tariffs or such other governing document as may be designated by AT&T for this plan, as the case may be, for services.

- Applicable taxes and fees will be based on the full published price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.

#### Promotion Restrictions

- This Program can be used concurrently with the FastAccess Quarterly promotion, the DSL 3.0 Upgrade promotion or the DSL 6.0 Upgrade promotion.

- Except as provided below, Subscribers participating in a Product Level or Volume and Term CSA, any Key Customer promotion, Simple Savings promotion, Complete Choice® for Business promotion, Renewal Incentive promotion, Complete Choice® for Business Elite promotion, Complete Choice® for Business Advantage promotion, Simply 30 promotion, Welcoming Rewards promotion, 3 for 3 promotion, Bundle Incentive promotion, Core Additional Line promotion, Encore Bonus promotion, Shoppers Reward promotion, Small Business Essentials promotion, Business Unlimited MRC Waiver promotion, FastAccess Competitive Broadband promotion, FastAccess Internet Answers promotion, FastAccess Small Office Internet Solutions promotion, FastAccess Internet Answers Lite promotion, DSL Lite Upgrade promotion, Dial-to-DSL Upgrade promotion or Dial-to-Lite Upgrade promotion are NOT eligible to participate in this

program, unless otherwise stated.

- However, Subscribers currently participating under an existing Small Business Promotion local exchange or multi service term agreement may migrate to this promotion without incurring any termination liability from the existing program if the Subscriber has twelve (12) months or less remaining under the existing term agreement for local exchange services with AT&T, and the Subscriber agrees to the AT&T Exclusively 40 Promotion 12-month term agreement that provides for an equal or greater number of business access lines than their existing local exchange or multi service term agreement. The new multi service term agreement will be based upon monthly business access line rates in effect at the time the new multi service term agreement is effective.
- Rewards apply only to the Complete Choice® for Business package total billed monthly charges; the Business Unlimited plan monthly recurring charges within a state, not across states; and FastAccess® Business DSL 1.5M speed or higher as provided under the Program.
- No spending with respect to any one component service shall be eligible for the benefits associated with any other component service.
- AT&T reserves the right to terminate this Program at any time; provided, however, that Subscribers participating in the Program will continue to receive this promotion for the remaining term of their Exclusively 40 Multi-Service Term Agreement.
- In tariffed states, the Agreement is subject to and controlled by the provisions of AT&T's lawfully filed tariffs and this Agreement, including any changes therein as may be made from time to time; in detariffed or deregulated states, this Program and the Agreement is controlled by the terms set forth in the Agreement.
- Subscriber and AT&T acknowledge and agree that to the extent the services to which Subscriber subscribes under this Agreement are deregulated or detariffed, all references to "AT&T's General Subscriber Services Tariff," "AT&T tariffs," "BellSouth tariffs," "AT&T's lawfully filed tariffs," or any other references to BellSouth or AT&T's tariffs on file with the appropriate regulatory authority shall be deemed references to agreed contract terms and conditions identical to those set forth in the applicable tariff for services subscribed by Subscriber as such tariffs existed as of the effective date of deregulation or detariffing. Such tariffed term and conditions are incorporated by reference as if fully included herein.

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

See section 1.1.3

## 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	Description	Period Authority
AT&T Florida Service Territory – From Central Offices where services are available	AT&T Exclusively 40 Promotion	The AT&T Exclusively 40 Promotion is available to new or existing AT&T business line customers in specified wire centers in AT&T Florida. The AT&T Exclusively 40 program provides 40% in monthly rewards based upon the Subscriber's bill for Complete Choice for Business package charges, for the AT&T Long Distance Service Business Unlimited Plan or AT&T Flex Unlimited LD Plan charges, and for FastAccess Business DSL 1.5M speed or higher. The Subscriber must sign a 12-month Exclusively 40 Multi-Service Term Agreement (the "Agreement").	9/2/2008 to 8/31/2009 (C)

#### Rules and Regulations

--Available to new or existing AT&T business customers who subscribe to a Complete Choice for Business package, an AT&T Long Distance Service Business Unlimited Plan or AT&T Flex Unlimited LD Plan, and FastAccess Business DSL 1.5M speed or higher ("FastAccess").

--Subscriber must purchase or have a Complete Choice for Business package, from a minimum of one (1) line to a maximum of eight (8) lines at the time of subscribing to the AT&T Exclusively 40 promotion.

--Subscriber must sign the 12-month Program Agreement associated with this offer to receive the rewards.

--Subscriber must be located in eligible wire centers in the state of Florida.

--Rewards: a 40% reward based upon Subscriber's monthly AT&T charges for the Complete Choice for Business package(s) under the GSST A tariff or the Service Agreements, a 40% reward based upon Subscriber's monthly recurring charges only for the long distance Business Unlimited Plan or AT&T Flex Unlimited LD Plan; and a 40% reward based upon Subscriber's non-regulated monthly recurring charge (only) for FastAccess DSL 1.5M speed or higher.

--The rewards will appear as a credit in the Rewards and Discounts section of the AT&T Regulated Local and Local Toll Charges portion of the Subscriber's bill in the state of Florida and the Other Charges and Credits (OC&C) section of the Long Distance portion of the Subscriber's bill; and the AT&T Customized Billing Plan section of the AT&T Internet Services section of the Subscriber's bill. The reward will appear in either the current or a subsequent billing period, usually within one or two billing cycles.

--In addition to the rewards, Subscribers who participate in the Program will not be billed for line connection charges associated with the service order for the duration of the term. This will include the Line Connection Charge (first and additional lines). For Subscribers coming from a Reseller where there is no line connection charge, they will not be billed for any change of service charges.

--For the Business Unlimited Plan or AT&T Flex Unlimited LD Plan, any additional feature non-recurring charges will continue to apply and are not rewarded or waived under the Program.

--For Business Unlimited Plan or AT&T Flex Unlimited LD Plan, international usage is not rewarded under the Program.

ISSUED: December 31, 2008 ~~ISSUED: September 1, 2008~~  
 BY: Marshall M. Criser III, President -FL  
 Miami, Florida

EFFECTIVE: January 1, 2009 ~~EFFECTIVE: September 2, 2008~~

## 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	Description	Period Authority
AT&T Florida Service Territory – From Central Offices where services are available	AT&T Exclusively 40 Promotion	The AT&T Exclusively 40 Promotion is available to new or existing AT&T business line customers in specified wire centers in AT&T Florida. The AT&T Exclusively 40 program provides 40% in monthly rewards based upon the Subscriber's bill for Complete Choice for Business package charges, for the AT&T Long Distance Service Business Unlimited Plan or AT&T Flex Unlimited LD Plan charges, and for FastAccess Business DSL 1.5M speed or higher. The Subscriber must sign a 12-month Exclusively 40 Multi-Service Term Agreement (the "Agreement").	9/2/2008 <del>(N)</del> (C) to <del>12/31/2008</del> <u>8/31/2009</u>
		Rules and Regulations	(N)
		--Available to new or existing AT&T business customers who subscribe to a Complete Choice for Business package, an AT&T Long Distance Service Business Unlimited Plan or AT&T Flex Unlimited LD Plan, and FastAccess Business DSL 1.5M speed or higher ("FastAccess").	(N)
		--Subscriber must purchase or have a Complete Choice for Business package, from a minimum of one (1) line to a maximum of eight (8) lines at the time of subscribing to the AT&T Exclusively 40 promotion.	(N)
		--Subscriber must sign the 12-month Program Agreement associated with this offer to receive the rewards.	(N)
		--Subscriber must be located in eligible wire centers in the state of Florida.	(N)
		--Rewards: a 40% reward based upon Subscriber's monthly AT&T charges for the Complete Choice for Business package(s) under the GSST A tariff or the Service Agreements, a 40% reward based upon Subscriber's monthly recurring charges only for the long distance Business Unlimited Plan or AT&T Flex Unlimited LD Plan; and a 40% reward based upon Subscriber's non-regulated monthly recurring charge (only) for FastAccess DSL 1.5M speed or higher.	(N)
		--The rewards will appear as a credit in the Rewards and Discounts section of the AT&T Regulated Local and Local Toll Charges portion of the Subscriber's bill in the state of Florida and the Other Charges and Credits (OC&C) section of the Long Distance portion of the Subscriber's bill; and the AT&T Customized Billing Plan section of the AT&T Internet Services section of the Subscriber's bill. The reward will appear in either the current or a subsequent billing period, usually within one or two billing cycles.	(N)
		--In addition to the rewards, Subscribers who participate in the Program will not be billed for line connection charges associated with the service order for the duration of the term. This will include the Line Connection Charge (first and additional lines). For Subscribers coming from a Reseller where there is no line connection charge, they will not be billed for any change of service charges.	(N)
		--For the Business Unlimited Plan or AT&T Flex Unlimited LD Plan, any additional feature non-recurring charges will continue to apply and are not rewarded or waived under the Program.	(N)
		--For Business Unlimited Plan or AT&T Flex Unlimited LD Plan, international usage is not rewarded under the Program.	(N)