TARIFF DISTRIBUTION

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B9. OPTICAL NETWORK SERVICE B9.1 BellSouth Wavelength Service (Basic Arrangement) (Cont'd)

B9.1.2 Application of Rates (Cont'd)

- **H**. (Obsoleted, See Section B109)
- I. (Obsoleted, See Section B109)
- J. In order to accommodate more flexible customer situations, BellSouth Wavelength service arrangements are available under several payment plans: Month-to-Month, 36 Month Term Payment Plan (24-48 months²), 60 Month Term Payment Plan (49-72 months²), or 84 Month Term Payment Plan (73-96 months²). The month-to-month service arrangement is only available upon completion of a Channel Services Payment Plan agreement. The 36, 60², and 84² Month Term Payment Plans are provided under conditions specified in the Channel Services Payment Plan, (CSPP), B2.4.9, except as modified following. For all payment plans, the following Terms and Conditions apply:
 - 1. (Obsoleted, See Section B109)
 - 2. The minimum service period for BellSouth Wavelength service components is 24 months.
 - 3. BellSouth Wavelength service wavelength channels must initially be provided under a CSPP service arrangement. BellSouth Wavelength service wavelength channels associated with a BellSouth Wavelength service Dedicated Ring Arrangement¹ are not required to be under the same CSPP payment plan or service period as their associated BellSouth Wavelength service Dedicated Ring Arrangement.
 - 4. The rates applicable to a month-to-month payment plan are subject to Company initiated changes.
 - 5. A termination liability charge will be applicable if services provided under a CSPP arrangement are disconnected prior to the end of the chosen service period. The applicable charge is equal to the number of months remaining in the rate stabilized service period times fifty percent (50%) of the monthly rates for BellSouth Wavelength service which include all service components under the CSPP arrangement.
 - See provisions in paragraph B.9.1.2.L applicable for migrating to AT&T Dedicated Ethernet.
 - 6. When a service period under an existing CSPP arrangement is completed and a customer elects to revert to a month-tomonth payment option, no minimum period is applicable. If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.
 - 7. Each BellSouth Wavelength service Basic Arrangement wavelength channel is an individual standalone payment plan, independent of any other BellSouth Wavelength service payment plan subscribed to by a customer.
 - 8. (Obsoleted, See Section B109)
- K. When Wavelength Channels are setup in a Client Protection arrangement, there is no charge for establishing Client Protection if it is setup at the time the associated Wavelength Channels are activated. If Client Protection is established on Wavelength Channels subsequent to their activation, a Client Protection Rearrangement Charge applies per existing Wavelength Channel configured for Client Protection. This charge would also apply if a customer has Client Protection existing and wants to rearrange the Wavelength Channels associated with the existing Client Protection arrangement. Also, if a customer removes channels from an existing Client Protection arrangement, the Client Protection Rearrangement Charge applies to the Wavelength Channel(s) that are removed from the Client Protection arrangement, unless both the Wavelength Channels are disconnected.
- L. Migration to AT&T Dedicated Ethernet

Customers subscribing to BellSouth Wavelength service may migrate to AT&T Dedicated Ethernet provided by the Company without incurring Termination Charges, subject to the following conditions:

- 1. The new AT&T Dedicated Ethernet and the existing BellSouth Wavelength service must be billed to the same customer of record at the same customer locations. (N)
- 2. The customer's existing service must have been in place for at least 12 months.
- 3. The minimum term for the new service must be at least 12 months and must be equal to or greater than the number of ^(N) months remaining in the customer's existing Channel Services Payment Plan (CSPP) term.
- 4. The speed (capacity/bandwidth) of the new service must be equal to or greater than that of the existing service.
- 5. The customer must issue a disconnect order for the replaced BellSouth Wavelength service to be effective within 90 days after the AT&T Dedicated Ethernet installation date. The disconnect and new orders must be coordinated through the Company.
 (N)
- 6. If overlapping service is required, the period will be limited to not more than 90 days and billing will apply to both services ^(N) during the time both services are available.
 - **Note 1:** Effective December 1, 2012, BellSouth Wavelength Service Dedicated Ring Arrangements are obsolete, see Section B109.
 - **Note 2:** As of October 1, 2013, Contract Terms greater than 36 months are no longer available for new or renewing subscribers.

(N)

(N) (N)

(N)

(N)

B109. OBSOLETE SERVICE OFFERINGS – OPTICAL NETWORK SERVICE B109.1 BellSouth Wavelength (Dedicated Ring Arrangement) (Cont'd)

B109.1.2 Application of Rates (Cont'd)

- **H.** Reserved for future use.
- I. BellSouth Wavelength service Dedicated Ring Arrangement Wavelength Channel rates and charges apply for the wavelengths activated between Service Node locations on the ring.
- **J**. The Optical Signal Amplification Node applies per location requiring amplification to meet the services transmission requirements. Optical Signal Amplification Nodes will be specified on the service inquiry and billed accordingly.
- K. In order to accommodate more flexible customer situations, BellSouth Wavelength service arrangements are available under several payment plans: Month-to-Month, 36 Month Term Payment Plan (24-48 months), 60 Month Term Payment Plan (49-72 months), or 84 Month Term Payment Plan (73-96 months). The month-to-month service arrangement is only available upon completion of a Channel Services Payment Plan agreement. The 36, 60, and 84 Month Term Payment Plans are provided under conditions specified in the Channel Services Payment Plan, (CSPP), B2.4.9 preceding, except as modified following. For all payment plans, the following regulations apply:
 - 1. All Primary System and Expansion System rate elements associated with a BellSouth Wavelength service Dedicated Ring Arrangement, whether ordered initially or subsequent to the initial installation, must be provided under the same CSPP payment plan with the same service period and are coterminous upon disconnect of the BellSouth Wavelength service.
 - 2. The minimum service period for BellSouth Wavelength service components is 24 months.
 - 3. BellSouth Wavelength service wavelength channels must initially be provided under a CSPP service arrangement. BellSouth Wavelength service wavelength channels associated with a BellSouth Wavelength service Dedicated Ring Arrangement are not required to be under the same CSPP payment plan or service period as their associated BellSouth Wavelength service Dedicated Ring Arrangement
 - 4. The rates applicable to a month-to-month payment plan are subject to Company initiated changes.
 - 5. A termination liability charge will be applicable if services provided under a CSPP arrangement are disconnected prior to the end of the chosen service period. The applicable charge is equal to the number of months remaining in the rate stabilized service period times fifty percent (50%) of the monthly rates for BellSouth Wavelength service which include all service components under the CSPP arrangement.

See provisions in paragraph B.9.1.2.L applicable for migrating to AT&T Dedicated Ethernet.

- 6. When a service period under an existing CSPP arrangement is completed and a customer elects to revert to a month-to-month payment option, no minimum period is applicable. If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.
- 7. Each BellSouth Wavelength service Basic Arrangement wavelength channel is an individual standalone payment plan, independent of any other BellSouth Wavelength service payment plan subscribed to by a customer.
- 8. Termination liability charges will not apply to BellSouth Wavelength Service under the following circumstances, as long as the total number of nodes does not decrease for an existing customer:
 - Disconnects of channel interfaces associated with BellSouth Wavelength Service
 - Disconnects, moves or rearrangements involving the removal of the following BellSouth Wavelength service rate elements to allow the placement of additional nodes and channels: Primary System, Expansion System or Wavelength Channels
- L. When Wavelength Channels are setup in a Client Protection arrangement, there is no charge for establishing Client Protection if it is setup at the time the associated Wavelength Channels are activated. If Client Protection is established on Wavelength Channels subsequent to their activation, a Client Protection Rearrangement Charge applies per existing Wavelength Channel configured for Client Protection. This charge would also apply if a customer has Client Protection existing and wants to rearrange the Wavelength Channels associated with the existing Client Protection arrangement. Also, if a customer removes channels from an existing Client Protection arrangement, the Client Protection Rearrangement Charge applies to the Wavelength Channel(s) that are removed from the Client Protection arrangement, unless both the Wavelength Channels are disconnected.