

TARIFF DISTRIBUTION

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STATE: KENTUCKY

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TYPE OF DISTRIBUTION: Approved

PURPOSE: Grandfathering the DS1/DS3 2-3 Yr Term Plans.

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E2. GENERAL REGULATIONS

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

E2.4.9 Optional Payment Plan

A. Channel Services Payment Plan

1. General

- a. The regulations specified herein are applicable to specific facilities as indicated in the appropriate sections of this Tariff for channel services.
- b. Facilities furnished under the Channel Services Payment Plan (CSPP) are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff except as noted herein.
- c. The CSPP is a payment plan which allows customers to pay fixed rates for channel equipment and/or facilities over variable contractual payment periods. A specific monthly rate applies for the duration of each period as follows or as specified otherwise in this Tariff.
 - (1) 36 month Term Payment Plan - payment periods may be selected from 24 months to 48 months in length, at 36 month rates and charges.^{1, 2} (C)
 - (2) 60 month Term Payment Plan - payment periods may be selected from 49 months to 72 months in length, at 60 month rates and charges.^{1, 2} (C)
 - (3) 84 month Term Payment Plan - payment periods may be selected from 73 months to 96 months in length, at 84 month rates and charges.^{1, 2} (C)
- d. When the customer extends service beyond a 96 month² service period, the 84 month² Term Payment Plan (or the longest available tariffed service period) rates will apply. (C)
- e. When the customer orders service to be provided under a CSPP arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g. 84 month² Term Payment Plan and 96 months². (C)

2. Application of Rates and Charges

- a. Rates stabilized under a CSPP arrangement are exempt from Company-initiated increases, however, decreases for any rate element will automatically flow through to the customer. Effective with this Tariff, customers under a CSPP arrangement will be billed the lower of their existing CSPP rates or the current CSPP rates for their service arrangement.
- b. In the event that all or any part of a service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in that service's section of this Tariff.
- c. When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period.
- d. Recurring rates and nonrecurring charges apply according to the appropriate schedules for services offered as associated items to Channel Services, and are filed elsewhere in this Tariff.
- e. Customer requests for inside moves of service will not affect the contract period.
- f. A change in jurisdiction will not constitute a disconnect of service provided the new CSPP arrangement is a minimum 24 month² service period or equals/exceeds the remaining service period, whichever is greater, provided the new CSPP arrangement is for the same customer at the same location for the same capacity service. (C)

Note 1: Effective March 23, 2019, Customers may not: (1) Establish CSPPs for Digital Data Access Service, Derived Data Channel Service, and FlexServ Service, (2) Establish CSPPs greater than 36 months for High Capacity Service, and (3) Convert or renew CSPPs for Digital Data Access Service, Derived Data Channel Service, FlexServ Service and High Capacity Service.

Note 2: Effective November 1, 2022, customers may not establish new term plans of greater than 24 months for High Capacity Service Channel Service Payment Plans. (N)

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ACCESS SERVICES TARIFF

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E2. GENERAL REGULATIONS

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

E2.4.9 Optional Payment Plan (Cont'd)

A. Channel Services Payment Plan (Cont'd)

3. Additions

- a. Additions of services or rate elements for activating spare or unused capacities of a service under a CSPP arrangement will be considered part of the existing CSPP arrangement.
- b. Additions of services or rate elements, i.e. new local channels, interoffice channels, etc., other than for activating spare or unused capacities, must be under a new CSPP arrangement at rates and charges as specified in 2. preceding.
- c. Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects as stated in 4. following.
- d. Additions under CSPP are exempt from Company initiated rate changes for all payment periods longer than one month. However, decreases for any rate element will automatically flow through to the customer.
- e. Nonrecurring charges, as specified in this Tariff, will apply to the added channel services.

4. Disconnects

- a. When a service or rate element, included under a CSPP arrangement, is disconnected prior to expiration of the selected service period, termination liability charges apply as set forth in the rate regulations in this Tariff for such service. Remaining services or rate elements will not be affected by such disconnections.
- b. When a tariffed service under a CSPP arrangement is disconnected prior to the expiration of a selected service period as a result of a change of Tariff jurisdiction and/or a customer requested change to a higher order of a separately tariffed service, termination liability charges will not apply when:

- the service period of the new CSPP arrangement¹ for the higher order of service is a minimum 24 month service period or equals/exceeds the remaining service period of the disconnected arrangement, whichever is greater, and (C)
- the service orders to install the new higher order of service and disconnect the old service are related together and there is no lapse in service between installation of the higher order of service and disconnection of the existing service, and
- the service orders are for the same customer at the same location

For the purposes of determining a higher order of service, the following ranking will be used (Analog Voice Grade (a.k.a. BellSouth SPA DS0 VG) = lowest, Channels for use with BellSouth Managed Shared Ring service = Highest):

- Analog Voice Grade (a.k.a. BellSouth SPA DS0 VG) Services
- DS0 (a.k.a. BellSouth SPA DS0 VG) Services
- DS1 High Capacity (a.k.a. BellSouth SPA DS1) Service¹ (C)
- Channels for use with BellSouth Managed Ring service

5. Moves of Equipment

- a. The appropriate nonrecurring charges for inside moves for items associated with channel services as specified in this and other Tariffs are applicable. This type movement will not affect the contract period.
- b. Customer requests for moves of services(s) under CSPP, other than inside moves, will be subject to the conditions stated in 11. following.

Note 1: Effective November 1, 2022, customers may not establish new term plans of greater than 24 months for High Capacity Service Channel Service Payment Plans. (N)

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E2. GENERAL REGULATIONS**E2.4 Payment Arrangements And Credit Allowances (Cont'd)****E2.4.9 Optional Payment Plan (Cont'd)****A. Channel Services Payment Plan (Cont'd)****7. Renewal Options**

- a. The customer has the following renewal^{1, 2} options: (C)
- (1) Prior to completion of the current payment period, any period available under the CSPP may be selected at the rates in effect for new customers at the time of the renewal.^{1, 2} The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period. (C)
 - (2) Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Tariff. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one-month service will be subject to Company-initiated rate adjustments when approved by the appropriate regulatory authority.
 - (3) If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in (2) preceding.
- b. Nonrecurring charges are not applicable for services renewed under the CSPP. Any new services added at the time of renewal will be subject to all appropriate nonrecurring charges.
- c. The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.
- d. When a customer renews a CSPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
- e. Recognition of previous service will be given to customers who renew an existing CSPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new CSPP arrangement is a minimum 24 month service period or equals/exceeds the remaining service period of the original CSPP arrangement, whichever is greater. An example of a larger system is the renewal of an Analog Voice Grade (a.k.a. BellSouth SPA DS0 Digital Data) service with a DS1 High Capacity (a.k.a. BellSouth SPA DS1) service.
- f. Recognition of previous service will be given to month-to-month customers with a service date of January 1, 1994 or later who convert to a CSPP arrangement, provided the minimum service period has been met. For customers whose service date is January 1, 1994 or earlier, recognition will be given for the previous service back to January 1, 1994. For customers whose service date is later than January 1, 1994, recognition for the previous service will be given back to the actual service date.
- g. To determine the appropriate CSPP Payment Plan for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the CSPP arrangement. For example, a CSPP arrangement for a 36-month² service period under the 36 month Term Payment Plan is renewed for 24 months with no changes at the end of the 36 month² period. The sum of months for the completed and proposed service periods would equal 60 months² and would be billed under the 60 month² Term Payment Plan. Another example is a Month-to-Month customer, in service for 15 months, who wishes to convert to a 60-month² CSPP arrangement with no changes. The combined service period of the Month-to-Month arrangement and the CSPP arrangement is equal to 75 months, which would be billed under the 84 month² Term Payment Plan. (C)

Note 1: Effective March 23, 2019, Customers may not: (1) Establish CSPPs for Digital Data Access Service, Derived Data Channel Service, and FlexServ Service, (2) Establish CSPPs greater than 36 months for High Capacity Service, and (3) Convert or renew CSPPs for Digital Data Access Service, Derived Data Channel Service, FlexServ Service and High Capacity Service.

Note 2: Effective November 1, 2022, customers may not establish new term plans of greater than 24 months for High Capacity Service Channel Service Payment Plans. (N)

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.4 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Special Access (a.k.a. BellSouth SPA) service.

E7.4.1 Types Of Rates And Charges

- A. There are two types of rates and charges. These are monthly rates and nonrecurring charges. The rates and charges are described as follows:

1. Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a Special Access (a.k.a. BellSouth SPA) service is provided. For billing purposes, each month is considered to have 30 days.

Voice Grade² Data (a.k.a. BellSouth SPA DS0 VG) service is available under several payment plans: month-to-month (with a minimum of one month), Plan A (24-48 Months) or Plan B (49-72 Months). Plans A and B are provided under conditions specified in the Channel Services Payment Plan (CSPP), E2.4.9 of this Tariff, except as modified following:

-No charges apply for the conversion of existing Voice Grade² Data (a.k.a. BellSouth SPA DS0 VG) service under a month-to-month payment plan to a CSPP arrangement.

-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 termination charge is equal to the applicable rate per rate element for the current contract multiplied times the number of months remaining in the selected service period, multiplied by a factor. The factor is fifty percent (50%) for contracts that have been in effect twelve (12) months or less, or twenty percent (20%) for contracts that have been in effect longer than twelve (12) months.

-A Termination Liability Charge will not be applicable at the date of termination if the customer terminates or disconnects the service prior to fulfilling the period of the contract plan for customer requested changes to a higher order of service covered by the CSPP as specified in E2.4.9.B.4.b., or for customer requested changes to services not covered by the CSPP that are offered by the Company under a contract payment plan provided that the applicable conditions set forth in E2.4.9.B.4.b. are satisfied.

Digital Data Access² (a.k.a. BellSouth SPA DS0 Digital Data) service and Derived Data Channels² (a.k.a. BellSouth SPA Derived Data Channel) service are offered under two contract plans. Contract plan rates are available in payment periods from twenty-four to forty-two months¹ and in payment periods from forty-three to sixty months¹ under conditions specified in the Channel Services Payment Plan in E2.4 of this Tariff. (These payment periods are an exception to those listed in E2.4 of this Tariff.) Termination Liability charges will not apply for IC or end user requests for moves of service under CSPP subject to the provisions set forth in E2.4.9.A.8. preceding. However, a Termination Liability Charge is applicable at the date of termination if the customer terminates or disconnects the service prior to fulfilling the period of the contract plan except as specified in b. following. The Termination Liability Charge is determined by multiplying the contracted monthly rate times the number of months in the contract plan, less the contracted monthly rate times the number of months the service has been installed. An example is provided in a. following.

a. A customer subscribes to Digital Data Access² (a.k.a. BellSouth SPA DS0 Digital Data) service using the twenty-four to forty-two month¹ payment plan. The contract plan period is for thirty months. The subscriber terminates the service after twelve months. The total liability charge is thirty months times the monthly rate. The amount is then reduced to reflect the number of months the subscriber has had the service, which in this example is twelve months. Therefore, the Termination Liability Charge is calculated as follows:

Termination Liability Charge = .50 x [(30 months x monthly rate) - (12 months x monthly rate)]

b. A Termination Liability Charge will not be applicable at the date of termination if the customer terminates or disconnects the service prior to fulfilling the period of the contract plan for customer requested changes to a higher order of service covered by the Channel Services Payment Plan as specified in E2.4.9.A.4.b, or customer requested changes to services not covered by the Channel Services Payment Plan that are offered by the Company under a contract payment plan provided that the applicable conditions set forth in E2.4.9.A.4.b are satisfied.

Contract rates are available for 1.544 Mbps High Capacity (a.k.a. BellSouth SPA DS1) service under variable rate periods, with rates based on lengths of 36 months³, 60 months³, or 84 months^{1, 3} under conditions specified in the Channel Service Payment Plan in E2.4 of this Tariff. A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract times the monthly contract rate provided under the contract. However, Termination Liability charges will not apply for customer requests for moves of service under CSPP subject to the provisions set forth in E2.4.9.A.11. preceding.

Note 1: Effective March 23, 2019, Customers may not convert, renew or establish CSPPs for Digital Data Access Service.

Note 2: Effective June 30, 2021, this Service will no longer be available for purchase by new or existing customers. In addition, requests to move, add, change, or renew existing service arrangements will not be accepted. Following the expiration of a customer's existing term agreement, service will be provided on a month-to-month basis at the applicable Monthly rates until the service is discontinued. The Company currently plans to discontinue this service on or after June 30, 2024.

Note 3: Effective November 1, 2022, customers may not establish new term plans of greater than 24 months for High Capacity Service Channel Service Payment Plans.

(C)

(N)

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E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.5 Rates And Charges (Cont'd)

E7.5.8 High Capacity (a.k.a. BellSouth SPA High Capacity) Service (Cont'd)

B. Interoffice Channel

1. 1.544 Mbps (Monthly Rates)
 Mileage Bands

	Fixed Monthly Rate			Monthly Rate Per Mile			Nonrecurring Charge	USOC
	Rate	Rate	Rate	Rate	Rate	Rate		
	Zone 1	Zone 2	Zone 3	Zone 1	Zone 2	Zone 3		
(a) 0 mile	\$-	\$-	\$-	\$-	\$-	\$-	\$-	1L5XX
(b) 1 thru 8 miles	75.00	75.00	75.00	23.00	24.00	26.30	200.00	1L5XX
(c) 9 thru 25 miles	75.00	75.00	75.00	23.00	24.00	26.30	200.00	1L5XX
(d) Over 25 miles	75.00	75.00	75.00	23.00	24.00	26.30	200.00	1L5XX

2. 1.544 Mbps¹

a. Contract Rates
 Mileage Bands

- (1) Nonrecurring Charge (Per Channel)

	Nonrecurring Charge	USOC
(a) 0 mile	\$-	NA
(b) 1 mile and over	200.00	NA

Mileage Bands

- (2) Recurring Rate - 0 mile

	Fixed Monthly Rate			Monthly Rate Per Mile			USOC
	24 to 48 Months ^{2,3}	49 to 72 Months ^{2,3}	73 to 96 Months ^{2,3}	24 to 48 Months ^{2,3}	49 to 72 Months ^{2,3}	73 to 96 Months ^{2,3}	
	Rate Zone 1	Rate Zone 2	Rate Zone 3	Rate Zone 1	Rate Zone 2	Rate Zone 3	
(a) Rate Zone 1	\$-	\$-	\$-	\$-	\$-	\$-	1L5XX
(b) Rate Zone 2	-	-	-	-	-	-	1L5XX
(c) Rate Zone 3	-	-	-	-	-	-	1L5XX
(3) Recurring Rate - 1 thru 8 miles							
(a) Rate Zone 1	70.00	65.00	60.00	15.00	13.00	11.00	1L5XX
(b) Rate Zone 2	70.00	65.00	60.00	16.00	14.00	12.00	1L5XX
(c) Rate Zone 3	70.00	65.00	60.00	17.00	15.00	13.00	1L5XX
(4) Recurring Rate - 9 thru 25 miles							
(a) Rate Zone 1	70.00	65.00	60.00	15.00	13.00	11.00	1L5XX
(b) Rate Zone 2	70.00	65.00	60.00	16.00	14.00	12.00	1L5XX
(c) Rate Zone 3	70.00	65.00	60.00	17.00	15.00	13.00	1L5XX

Note 1: Contract lengths are flexible to allow customer choice of payment period per E2.4.9.

Note 2: Effective March 23, 2019, Customers may not: (1) Establish CSPPs greater than 36 months for High Capacity Service, and (2) Convert or renew CSPPs for High Capacity Service.

Note 3: Effective November 1, 2022, customers may not establish new term plans of greater than 24 months for High Capacity Service Channel Service Payment Plans.

(C)

(N)

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.5 Rates And Charges (Cont'd)

E7.5.8 High Capacity (a.k.a. BellSouth SPA High Capacity) Service (Cont'd)

B. Interoffice Channel (Cont'd)

2. 1.544 Mbps (Cont'd)

a. Contract Rates (Cont'd)

(5) Recurring Rate - Over 25 miles

		Fixed Monthly Rate			Monthly Rate Per Mile			USOC
		24 to 48	49 to 72	73 to 96	24 to 48	49 to 72	73 to 96	
		Months ^{3, 4}	Months ^{3, 4}	Months ^{3, 4}	Months ^{3, 4}	Months ^{3, 4}	Months ^{3, 4}	
(a)	Rate Zone 1 ¹	\$70.00	\$65.00	\$60.00	\$15.00	\$13.00	\$11.00	1L5XX
(b)	Rate Zone 2 ¹	70.00	65.00	60.00	16.00	14.00	12.00	1L5XX
(c)	Rate Zone 3 ¹	70.00	65.00	60.00	17.00	15.00	13.00	1L5XX
3.	3.152 Mbps							
	Mileage Bands							
	(a)	0 mile			Fixed Monthly Rate	Monthly Rate Per Mile	Nonrecurring Charge	USOC
	(b)	1 thru 8 miles ²			\$-	\$-	\$-	1LOXX
	(c)	9 thru 25 miles ²			-	-	-	1LOXX
	(d)	Over 25 miles ²			-	-	-	1LOXX
4.	6.312 Mbps							
	Mileage Bands							
	(a)	0 mile			-	-	-	1LOXX
	(b)	1 thru 8 miles ²			-	-	-	1LOXX
	(c)	9 thru 25 miles ²			-	-	-	1LOXX
	(d)	Over 25 miles ²			-	-	-	1LOXX
5.	44.736 Mbps							
	Mileage Bands							
	(a)	0 mile			-	-	-	1LOXX
	(b)	1 thru 8 miles ²			-	-	-	1LOXX
	(c)	9 thru 25 miles ²			-	-	-	1LOXX
	(d)	Over 25 miles ²			-	-	-	1LOXX

Note 1: Contract lengths are flexible to allow customer choice of payment period per E2.4.9.

Note 2: ICB rates and charges apply.

Note 3: Effective March 23, 2019, Customers may not: (1) Establish CSPPs greater than 36 months for High Capacity Service, and (2) Convert or renew CSPPs for High Capacity Service.

Note 4: Effective November 1, 2022, customers may not establish new term plans of greater than 24 months for High Capacity Service Channel Service Payment Plans.

(C)

(N)

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E7. SPECIAL ACCESS (A.K.A. BELLSOUTH® SPA) SERVICE

E7.5 Rates And Charges (Cont'd)

E7.5.8 High Capacity (a.k.a. BellSouth® SPA High Capacity) Service (Cont'd)

C. Optional Features and Functions (Cont'd)

2. Channel Interfaces (Per Interface)

a. Sub-DS3 Interfaces

(1) DS1 Level Central Office Channel Interface¹

	Month to Month	24 to 48 Months ^{2, 5}	49 to 72 Months ^{2, 5}	73 to 96 Months ^{2, 5}	Nonrecurring Charge	USOC
(a) Asynchronous	\$12.00	\$8.00	\$7.00	\$6.00	\$155.00	1D3CA
(b) Synchronous	36.00	31.00	28.00	25.00	130.00	1D3CS
(2) DS1 Level Customer Channel Interface ¹						
(a) Asynchronous	17.00	13.00	13.00	13.00	300.00	1D3DA
(b) Synchronous	45.00	36.00	33.00	30.00	250.00	1D3DS

b. Sub-DS1 Interfaces

(1) VG/DS0 Level Central Office Channel Interface

	Monthly Rate	Nonrecurring Charge		USOC
		First	Additional	
(a) BellSouth® SWA	\$0.00	\$0.00	\$0.00	1D1SW
(b) Metallic ⁴ (a.k.a. BellSouth® SPA Metallic)	16.00	10.00	9.00	1D1ME
(c) Telegraph ⁴ (a.k.a. BellSouth® SPA Telegraph)	5.00	10.00	9.00	1D1TE
(d) Voice Grade ⁴ (a.k.a. BellSouth® SPA DSO VG)	6.50	10.00	9.00	1D1VG
(e) WATS Access Line ⁴ (a.k.a. BellSouth® SPA WATS Line)	6.50	10.00	9.00	1D1WT
(f) Wired Music ³ -monthly	37.00	10.00	9.00	1D1PA
(g) Wired Music ³ -daily	4.00	10.00	9.00	1D1PA
(h) DDAS ⁴ (a.k.a. BellSouth® SPA DSO Digital Data)	13.00	10.00	9.00	1D1DD

c. Sub-DS0 Interfaces⁴

(1) Subrate Central Office Channel Interface

(a) Subrate (2.4, 4.8, & 9.6 Kbps)	\$13.00	\$10.00	\$9.00	IDOSR
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Note 1: Contract lengths are flexible to allow customer choice of payment period per E2.4.9.

Note 2: Effective March 23, 2019, Customers may not: (1) Establish CSPPs greater than 36 months for High Capacity Service, and (2) Convert or renew CSPPs for High Capacity Service.

Note 3: Effective December 1, 2020, this Service will no longer be available for purchase by new or existing customers, and service agreements may no longer be renewed. In addition, requests to move, add, or change existing service arrangements will not be accepted. Following the expiration of a customer's existing term agreement, service will be provided on a month-to-month basis at the applicable month-to-month rates until the service is discontinued. AT&T currently plans to discontinue this Service on or after December 1, 2021.

Note 4: Effective June 30, 2021, this Service will no longer be available for purchase by new or existing customers. In addition, requests to move, add, change, or renew existing service arrangements will not be accepted. Following the expiration of a customer's existing term agreement, service will be provided on a month-to-month basis at the applicable Monthly rates until the service is discontinued. The Company currently plans to discontinue this service on or after June 30, 2024.

Note 5: Effective November 1, 2022, customers may not establish new term plans of greater than 24 months for High Capacity Service Channel Service Payment Plans. (N)