

**TARIFF DISTRIBUTION**

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TYPE OF DISTRIBUTION: Approved

PURPOSE: Grandfathering the DS1 CSPP.

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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)

##### 1. General (Cont'd)

- 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 IC to pay fixed rates for channel service equipment and/or facilities over optional 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<sup>1,2,3,4</sup>. (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<sup>1,2,3</sup>.
  - (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<sup>1,2,3</sup>.
- d. (DELETED)
- e. (DELETED)
- f. When the IC selects a payment period or extends an existing payment period beyond a 96 month service period, the 84 month Term Payment Plan (or the longest available tariffed service period) rates will apply<sup>1,3,4</sup>. (C)
- g. When the IC orders service to be provided under a CSPP arrangement, the IC must designate to the Company the payment plan and the service period desired, e.g. 84 month<sup>3,4</sup> Term Payment Plan and 96 months<sup>1,3,4</sup>. (C)

##### 2. Application of Rates and Charges

- a. Rates stabilized under a CSPP arrangement are exempt from Company initiated increases. However, decreases (except for rates changed under a restructure) will automatically flow through to the IC.
- b. In the event that all or any part of a service is disconnected at IC request prior to expiration of any selected payment period of greater than one month's duration, the IC will be required to pay a termination charge as stated in that service's section of this Tariff.
- c. When IC 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. IC requests for inside moves of service will not affect the contract period.
- f. Where applicable, a change in jurisdiction will not constitute a disconnect of service provided the new CSPP arrangement is a minimum 24 month<sup>3,4</sup> service period or equals/exceeds the remaining service period, whichever is greater, and provided the new CSPP arrangement is for the same IC at the same location for the same capacity service. (C)

**Note 1:** Effective December 10, 2013, Customers may not establish new term plans greater than 36 months for Derived Data Channel service and term plans may not be renewed for a term greater than 36 months.  
 Effective December 10, 2013, Customers may not establish new term plans greater than 36 months for BellSouth SPA CNM - FlexServ Service and term plans may not be renewed for a term greater than 36 months.  
 Effective December 10, 2013, Customers may not establish new term plan greater than 36 months for High Capacity Service and term plans may not be renewed for a term greater than 36 months.  
 Effective December 10, 2013, Customers may not establish new term plan greater than 36 months for Digital Data Access Service and term plans may not be renewed for a term greater than 36 months.

**Note 2:** Effective March 25, 2019, Customers may not establish CSPPs for Derived Data Channel Service, BellSouth SPA CNM - FlexServ Service, and Digital Data Access Service, and CSPPs may not be converted or renewed for Derived Data Channel service, BellSouth SPA CNM - FlexServ Service, Digital Data Access Service, and 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.

**Note 4:** Effective March 17, 2024, customers may not establish new term plans of greater than month-to-month for High Capacity Service Channel Service Payment Plans. (N)

## 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)

##### 6. Requests for Changes in Length of Optional Payment Period

a. Subsequent to the establishment of a contract with a CSPP period, and prior to the completion of that period, the existing payment period may be replaced by:

(1) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:

- No credit will be given for payments made during the formerly selected period.
- The new payment period begins with the new CSPP effective date.
- No termination charge applies for the remaining portion of the former payment period.
- Nonrecurring charges will not be reapplied.

(2) A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:

- No credit will be given for payments made during the formerly selected period.
- The new payment period begins with the new CSPP effective date.
- A termination charge applies for the remaining portion of former payment period.
- Nonrecurring charges will not be reapplied.

##### 7. Renewal Options

a. The IC has the following renewal<sup>1, 2, 3</sup> options:

(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 IC at the time of the renewal.<sup>1, 2, 3</sup> The IC 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 IC 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. (C)

**Note 1:** Effective March 25, 2019, Customers may not establish CSPPs for Derived Data Channel service, BellSouth SPA CNM - FlexServ Service, and Digital Data Access service, and CSPPs may not be converted or renewed for Derived Data Channel service, BellSouth SPA CNM - FlexServ Service, Digital Data Access 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.

**Note 3:** Effective March 17, 2024, customers may not establish new term plans of greater than month-to-month for High Capacity Service Channel Service Payment Plans. (N)

## 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 (Cont'd)

##### a. The IC has the following renewal options: (Cont'd)

(3) If the IC 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 channel equipment and/or facilities added to an IC network 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 an IC renews a CSPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.<sup>2</sup>

e. Recognition of previous service will be given to ICs 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 VG) service with a Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data) service.

f. Recognition of previous service will be given to month-to-month IC with a service date of September 28, 1994 or later who convert<sup>2</sup> to a CSPP arrangement, provided the minimum service period has been met. For IC whose service date is September 28, 1994 or earlier, recognition will be given for the previous service back to September 28, 1994. For ICs whose service date is later than September 28, 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 month<sup>3, 4</sup> service period under the 36 month<sup>3, 4</sup> Term Payment Plan is renewed for 24 months<sup>3, 4</sup> with no changes at the end of the 36 month<sup>3, 4</sup> period. The sum of months for the completed and proposed service periods would equal 60 months<sup>3, 4</sup> and would be billed under the 60 month<sup>3, 4</sup> Term Payment Plan. Another example is a Month-to-Month IC, in service for 15 months, who wishes to convert to a 60 month<sup>3, 4</sup> 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 month Term Payment Plan<sup>1, 2, 3, 4</sup>. (C)

##### 8. Transfer of Service

a. Service may be transferred to a new IC at the same location upon prior written concurrence by the new IC as specified in this Tariff. This does not constitute a disconnect of service or a discontinuance of an existing CSPP arrangement. The new IC will be subject to all provisions and equipment configurations currently in effect for the previous IC Regulations concerning transfer of service between subscribers as stated in other sections of this Tariff also apply under CSPP.

**Note 1:** Effective December 10, 2013, Customers may not establish new term plans greater than 36 months for Derived Data Channel service and term plans may not be renewed for a term greater than 36 months.

Effective December 10, 2013, Customers may not establish new term plans greater than 36 months for BellSouth SPA CNM - FlexServ Service and term plans may not be renewed for a term greater than 36 months.

Effective December 10, 2013, Customers may not establish new term plan greater than 36 months for High Capacity Service and term plans may not be renewed for a term greater than 36 months.

Effective December 10, 2013, Customers may not establish new term plan greater than 36 months for Digital Data Service and term plans may not be renewed for a term greater than 36 months.

**Note 2:** Effective March 25, 2019, Customers may not establish CSPPs for Derived Data Channel Service, BellSouth SPA CNM - FlexServ Service, and Digital Data Access Service, and CSPPs may not be converted or renewed for Derived Data Channel Service, BellSouth SPA CNM - FlexServ Service, Digital Data Access Service, and 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.

**Note 4:** Effective March 17, 2024, customers may not establish new term plans of greater than month-to-month for High Capacity Service Channel Service Payment Plans. (N)

## E7. SPECIAL ACCESS (A.K.A. BELL SOUTH 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. In addition, there are three types of nonrecurring charges. The rates and charges are described as follows:

1. Monthly Rates

Monthly rates are flat recurring charges 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 thirty days.

Digital Data Access<sup>(3)</sup> (a.k.a. BellSouth SPA DS0 Digital Data) service is offered under two contract plans. Contract plan rates are available in payment periods from 24 to 42 months and in payment periods 43 to 72 months under conditions specified in the Channel Services Payment Plan (CSPP) in E2.4 of this Tariff.

A termination charge is applicable at the date of termination if the IC terminates or disconnects the service prior to fulfilling the period of the contract plan except as specified in b. and c. following. The termination charge is determined by multiplying the contracted monthly rates times the number of months the service has been installed, multiplied by a factor. The factor is fifty percent (50%) for contracts that have been in effect twelve months (12) or less, or twenty percent (20%) for contracts that have been in effect longer than twelve months (12). An example is provided in a. following.

The following list identifies the individual Special Access (a.k.a. BellSouth SPA) services provided under Section E7. of this Tariff which are eligible for credit of nonrecurring charges under "Service Installation Guarantee" found in E2.4.10 of this Tariff. Customers with these services are not eligible for the Service Installation Guarantee when the requested installation, move or rearrangement service order interval is four days or less as measured from the Application Date of the order.

- Voice Grade<sup>(3)</sup> (a.k.a. BellSouth SPA DS0 VG)

- **(DELETED)**

- Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data) service<sup>(1)(3)</sup>

- High Capacity<sup>6, 7</sup> (a.k.a. BellSouth SPA High Capacity) service

- SMARTRing<sup>(5)</sup> service (a.k.a. BellSouth Dedicated Ring)

Provided, however, that the following services are not eligible for such credit.

- BellSouth SPA CNM - FlexServ service

- BellSouth Metro Ethernet<sup>(4)</sup> service

- a. An IC subscribes to Digital Data Access<sup>(3)</sup> (a.k.a. BellSouth SPA DS0 Digital Data) service using the 24 to 42 month payment plan. The contract plan period is for 30 months. The subscriber terminates the service after 12 months. The total liability is 30 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 12 months. Therefore, the termination charge is fifty percent (50%) of this amount calculated as follows:

$$\text{Termination Charge} = .50 \times [(30 \text{ months} \times \text{monthly rate}) - (12 \text{ months} \times \text{monthly rate})]$$

**Note 1:** The Data Over Voice Channel optional feature is not eligible for such credit.

**Note 2:** **(DELETED)**

**Note 3:** 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 4:** Effective on or after August 22, 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 March 31, 2023.

**Note 5:** Effective on or after December 1, 2021, neither new nor existing customers will be permitted to purchase new SMARTRing Service (Service). In addition, (A) Service Payment Plans greater than 12-months in length will no longer be available; and (B) requests to move, add, change, upgrade, or downgrade existing service arrangements will not be accepted, with the following exceptions: (1) existing customers will be permitted to modify their existing Service and will be able to add new circuits to their existing Service, but will not be permitted to add new nodes in any locations; and (2) any such new circuits will be subject to the customer's existing term payment plan or term agreement for the Service to which they are added. 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.

Effective November 30, 2023, unless specified to the contrary in their existing Service agreements, existing customers may not renew Term Payment Plans or term agreements for Service. In addition, no move, add, or change orders of any type will be accepted.

**Note 6:** Effective November 1, 2022, customers may not establish new term plans of greater than 24 months for High Capacity Service Channel Service Payment Plans.

**Note 7:** Effective March 17, 2024, customers may not establish new term plans of greater than month-to-month 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)**

**E7.5.10 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 Interface<sup>1</sup>

	Month to Month USOC	24 to 48 Months <sup>3,7, 8</sup>	49 to 72 Months <sup>3,4,7</sup>	73 to 96 Months <sup>3,4,7</sup>	Nonrecurring Charge	
(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<sup>1</sup>

(a) Asynchronous	17.00	13.00	13.00	13.00	305.00	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

	First	Additional	Nonrecurring Monthly Rate	USOC
(a) BellSouth SWA	\$0.00	\$0.00	\$0.00	1D1SW
(b) Metallic <sup>6</sup> (a.k.a. BellSouth SPA Metallic)	7.00	6.00	16.00	1D1ME
(c) Telegraph <sup>6</sup> (a.k.a. BellSouth SPA Telegraph)	7.00	6.00	5.00	1D1TE
(d) Voice Grade <sup>6</sup> (a.k.a. BellSouth SPA DS0 VG)	7.00	6.00	6.50	1D1VG
(e) WATS Access Line <sup>6</sup> (a.k.a. BellSouth SPA WATS Line)	7.00	6.00	6.50	1D1WT
(f) <b>(DELETED)</b>				
(g) <b>(DELETED)</b>				
(h) DDAS <sup>6</sup> (a.k.a. BellSouth SPA DS0 Digital Data)	7.00	6.00	13.00	1D1DD

c. Sub-DS0 Level Interfaces<sup>6</sup>

(1) Subrate Level Central Office Channel Interface

(a) Subrate (2.4, 4.8, & 9.6 Kbps)	7.00	6.00	13.00	1DOSR
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3.

4. Clear Channel Capability is furnished on a per DS1 Service Channel basis Per Point-to-Point DS1/1.544 Mbps High Capacity optioned as:

(a) Superframe Format (SF)	-	-	615.00	CCOSF
(b) Extended Superframe Format (ESF)	-	-	615.00	CCOEF

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

**Note 2:** An additional Local Channel charge will apply whenever the spare line is provided as a leg to the end user premises.

**Note 3:** Effective December 10, 2013, Customers may not establish new term plans greater than 36 months for High Capacity Service and term plans may not be renewed for a term greater than 36 months.

**Note 4:** Effective March 25, 2019, Customers may not convert or renew CSPPs for High Capacity Service.

**Note 5:** **(DELETED)**

**Note 6:** 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 7:** Effective November 1, 2022, customers may not establish new term plans of greater than 24 months for High Capacity Service Channel Service Payment Plans.

**Note 8:** Effective March 17, 2024, customers may not establish new term plans of greater than month-to-month for High Capacity Service Channel Service Payment Plans.

(C)

(N)