

**TARIFF DISTRIBUTION**

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TYPE OF DISTRIBUTION: Pending

PURPOSE: North Carolina Tariff - National  
grandfathering of DSL/DSL services

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## E2. GENERAL REGULATIONS

### E2.1 Undertaking of the Company (Cont'd)

#### E2.1.3 Liability (Cont'd)

**K. Transmission of Data (Cont'd)**

The Company's liability for damages or errors caused during the transmission of data over any of the Company's data facilities shall be limited to an amount equal to the proportionate charge for the service for the period during which the service was affected.

**L. Errors or Damages Caused by System Date Limitations**

The Company's liability for errors or damages resulting from the inability of the Company's systems to process dates, such as the Year 2000, shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

**M. Unauthorized Devices**

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

#### E2.1.4 Provision of Services

The Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Company's telephone exchange services, will provide to the IC upon reasonable notice services offered in other applicable sections of this Tariff at rates and charges specified therein.

The Company may discontinue certain Company services in geographic areas for which the Company has no customers subscribing to those services.

The Company may discontinue certain Company services in geographic areas for which the Company has no customers subscribing to those services. The Company may grandfather or discontinue Company services in certain geographic areas at its discretion, subject to any applicable regulatory approvals. All services described in this Tariff will no longer be available for purchase by new or existing customers in certain geographic areas in North Carolina. In addition, requests to move, add or change existing service will not be accepted. Existing customers may cancel features on their existing service.

For service availability by Wire Center: [https://cpr.web.att.com/pdf/dsa/zero\\_demand\\_tracker.pdf](https://cpr.web.att.com/pdf/dsa/zero_demand_tracker.pdf)

For service availability by address: <https://cpr.att.com:8443/search/csiServiceAvailability>

Effective November 1, 2025, High Capacity Service (a.k.a BellSouth SPA High Capacity) will no longer be available for purchase by new or existing customers, unless such Services are used for Local Interconnection, SS7 or E911 purposes only. Requests for renewals, moves, adds, or changes to 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 Service is discontinued. For the avoidance of doubt, this action does not supersede any prior grandfathering or discontinuance of these Services in specific wire centers.

#### E2.1.5 Installation and Termination of Services

The services provided under this Tariff (a) will include any entrance cable or drop wiring and wire or intrabuilding network cable to that point where provision is made for termination of the Company's outside distribution network facilities at a location of minimum penetration inside of the IC terminal location or End User premises and, (b) will be installed by the Company to such point of termination. This point of termination is defined as the Point of Interface at the IC terminal location and the Network Interface at the End User premises.

#### E2.1.6 Maintenance of Services

The services provided under this Tariff shall be maintained by the Company. The IC or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company except with the written consent of the Company. The IC shall maintain all facilities provided by it. The Company shall not be responsible to end users for end-to-end service of which the services provided under this Tariff are part.

#### E2.1.7 Changes and Substitutions

The Company may, where such action is reasonably required in the operation of its business:

- A.** Substitute, change or rearrange any facilities used in providing service under this Tariff, including but not limited to:
  - 1. Substitution of different metallic facilities,
  - 2. Substitution of carrier or derived facilities for metallic facilities, used to provide other than metallic facilities, and
  - 3. Substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities,
- B.** Change minimum protection criteria,
- C.** Change operating or maintenance characteristics of facilities, or,
- D.** Change operation or procedures of the Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Section 6 of Tariff FCC No. 1 and Section E7. of this intrastate Tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any IC furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the IC will be given adequate notice in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics.

Material previously appearing on this page now appears on page(s) 3.1 of this section.

## 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)<sup>(1)</sup>

(C)

##### 3. Additions

- a. Facilities can be added to an existing system where capacity permits. Additions of services or rate elements, for activating spare or unused capacities of a service under a CSPP arrangement will be coterminous with 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 IC.
- e. Nonrecurring charges will apply when new channel equipment and/or facilities are added to an existing IC network.

##### 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 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 an IC requested change to a higher order of a separately tariffed service, termination charges will not apply when:
  - the service period of the new CSPP arrangement 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
  - 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 IC 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 or SMARTGate\* service (a.k.a. BellSouth SPA Managed Shared Ring Network)** = highest):

Analog Voice Grade (a.k.a. BellSouth SPA DS0 VG) Services

DS1 High Capacity (a.k.a. BellSouth SPA DS1)

Channels for use with BellSouth Managed Shared Ring service or SMARTGate\* service (a.k.a. BellSouth SPA Managed Shared Ring Network)

##### 5. Moves of Equipment

- a. The appropriate nonrecurring charges for inside moves for items associated with channel services are applicable as specified in this and other Tariffs. This type movement will not affect the CSPP payment period.
- b. IC requests for moves of service(s) under CSPP, other than inside moves, will be subject to the conditions stated in 10. following.

Note 1: See Section 2.1.4 for Service availability.

(N)

## E2. GENERAL REGULATIONS

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

#### E2.4.9 Optional Payment Plan (Cont'd)

C. Transport Payment Plan (Cont'd)<sup>(1)</sup>

4. Disconnects (Cont'd)

c. (Cont'd)

(4) **(DELETED)**

For the purposes of determining a higher order of service in all payment plans, the following ranking will be used (Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) service=lowest, SMARTRing service (a.k.a. BellSouth Dedicated Ring)/BellSouth Dedicated Ring/Channels for use with BellSouth Managed Shared Ring service or SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) =highest):

- Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) services
- DSO (a.k.a. BellSouth SPA DSO Digital Data) Services
- DS1 (a.k.a. BellSouth SPA DS1) Services
- SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring)
- BellSouth Wavelength service
- SMARTRing service (a.k.a. BellSouth Dedicated Ring)/ BellSouth Dedicated Ring/ Channels for use with BellSouth Managed Shared Ring service or SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network)

- d. A termination liability charge will not apply to disconnects of channel interfaces associated with BellSouth Dedicated Ring.

Note 1: See Section 2.1.4 for Service availability.

(N)

## E2. General Regulations

### E2.6 Definitions (Cont'd)

#### BELLSOUTH DIRECTORY ASSISTANCE ACCESS (INTRASTATE)

The term "BellSouth Directory Assistance Access" denotes the provision of telephone numbers by a Company operator when the operator location is accessed by an End User by dialing (NPA) 555-1212.

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#### BELLSOUTH OPERATOR SERVICES SYSTEM LOCATION

The term "BellSouth Operator Services System Location" denotes a Company office where Company equipment routes or receives IC Operator Services calls to or from the IC location.

#### BELLSOUTH ELECTRONIC WHITE PAGES LOCATION

The term "BellSouth Electronic White Pages Location" denotes a Company office where BellSouth Electronic White Pages Access Service is provided. BellSouth Electronic White Page locations are listed in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC., TARIFF F.C.C. No. 4.

#### BELLSOUTH SWA COMMON TRANSPORT

The term "BellSouth SWA Common Transport" denotes the transmission of the IC's BellSouth SWA traffic between the Access Tandem and the end office, between the BellSouth SWA FGA dial-tone office and the end office (for terminating traffic), and between the end office which serves as the host office for a remote switching system or module (RSS or RSM) and the RSS or RSM.

#### BELLSOUTH SWA DEDICATED TRANSPORT

The term "BellSouth SWA Dedicated Transport" denotes the transmission of the IC's BellSouth SWA traffic utilizing dedicated facilities, when ordered by the IC, between the IC's serving wire center (SWC) and the IC designated points, i.e. SWC to a Company Facility Hub (Hub), SWC to an Access Tandem, SWC to an IC designated end office, Hub to an Access Tandem, Hub to Hub, and Hub to an end office.

#### BELLSOUTH SWA FGD SIGNALING

The term "BellSouth SWA FGD Signaling" denotes the signaling system which is used, by equal access end offices, to transmit originating information and address digits to the IC's premises. Features of this system include overlap outpulsing, identification of the type of call, identification of the ten-digit telephone number of the calling party, and acknowledgment wink supervisory signals.

#### BIPOLAR WITH 8 ZERO SUBSTITUTION (B8ZS)

The term "Bipolar with 8 Zero Substitution" (B8ZS) denotes a line code which allows transport of an all zero octet over a DS1/1.544 Mbps High Capacity<sup>(1)</sup> channel. B8ZS enables Clear Channel Capability on DS1/1.544 Mbps High Capacity<sup>(1)</sup> service.

(C)

#### BIT

The term "Bit" denotes the smallest unit of information in the binary system of notation.

Note 1: See Section 2.1.4 for Service availability.

(N)

E2. GENERAL REGULATIONS

E2.6 Definitions (Cont'd)

CHARGEABLE CALL

See Access Minutes.

CLEAR CHANNEL CAPABILITY

The term "Clear Channel Capability" denotes the ~~ability to~~ transport twenty-four, ~~64.0~~ Kbps channels over a 1.544 Mbps High Capacity<sup>(1)</sup> service via B8ZS line code format.

(C)

Note 1: See Section 2.1.4 for Service availability.

(N)

## E2. General Regulations

### E2.6 Definitions (Cont'd)

#### DEMARCATIION POINT

The demarcation point is the point where the regulated Company's facilities end and the customer's premises wiring begins.

#### DETAIL BILLING

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to an IC or End User are due on a bill prepared by the Company.

#### DS0

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It is generally referred to as having a 64 Kbps transmission data rate signal; however, customer transmitted bit rates are limited to 56 Kbps. The required format and interface specifications are contained in BellSouth Technical Reference TR-NPL-000341.

#### DS1<sup>(1)</sup>

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps transmission data rate, and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format. Unframed signal formats are not permitted or compatible with Company equipment. The required format and interface specifications are contained in BellSouth Technical Reference TR-NPL-000054.

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Note 1: See Section 2.1.4 for Service availability.

(N)

E2. GENERAL REGULATIONS

E2.6 Definitions (Cont'd)

CHARGEABLE CALL

See Access Minutes.

CLEAR CHANNEL CAPABILITY

The term "Clear Channel Capability" denotes the ~~ability to~~ transport twenty-four, ~~64.0~~ Kbps channels over a 1.544 Mbps High Capacity<sup>(1)</sup> service via B8ZS line code format.

(C)

Note 1: See Section 2.1.4 for Service availability.

(N)