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## A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS

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## A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS

### A122.1 Two-Tier Payment Plan

(Obsolated 11-14-96, Type 4). As of November 14, 1996, this payment plan is no longer available for new services, additions, moves, or rearrangements. Any existing customers with this payment plan shall be allowed to continue under their current plan until their contract expires. Payment plans and options for all new contract service requests shall be provided as specified in Section A2. and/or in the specific *guidebook* for the service being requested. (T)

#### A122.1.1 General

- A. The *terms and conditions* specified herein are applicable to specific equipment as indicated in the appropriate sections of the *guidebook* for the equipment. (T)
- B. Equipment furnished under the provisions of the Two-Tier Payment Plan are subject to all general *terms and conditions* applicable to provision of service by the Company as stated elsewhere in this *Guidebook* except as hereinafter noted. (T)
- C. The Two-Tier Payment Plan is an optional method of payment consisting of two tiers (Tier A and Tier B) as described in paragraph E following. A subscriber who elects Two-Tier payment will select one of the optional Tier A payment periods as specified in the *guidebook* for the specific equipment. In addition to the Tier A and Tier B charges, nonrecurring charges also apply as indicated in the schedule for the appropriate equipment. (T)
- D. A subscriber who does not elect Two-Tier payment may obtain the same equipment for the payment of nonrecurring and recurring charges as stated in the Plan 2 schedule of the *guidebook* for the specific equipment. Plan 2 embodies an installation charge where specified, a recurring monthly rate for each equipment component and a nominal thirty day minimum service period. The monthly rates apply for the period the subscriber has the equipment and are subject to change. (T)
- E. Description of Two-Tier Payment Plans
  - 1. Plan 1  
Plan 1 embodies an extended initial service period with Two-Tier monthly rates for each equipment component in the system. The first tier (Tier A) is a one-time payment or a recurring monthly rate applicable for the initial service period selected by the subscriber and is guaranteed against change. The second tier (Tier B) is a monthly rate applicable for the period the subscriber has the telephone equipment and is subject to change.
  - 2. Alternate Plan 1  
Alternate Plan 1, when provided, is like Plan 1 described above except that it embodies an installation charge in addition to the specified Tier A and Tier B monthly rates.
- F. Under Plan 1, except where the one-time payment option is selected, and under Alternate Plan 1 the monthly rate will consist of the sum of two segments, Tier A and Tier B, until the termination of the agreed upon initial service period at which time the monthly rate will reduce to the Tier B rate. When the one-time payment is selected for Tier A, subsequent monthly rates will consist only of the Tier B rate.
- G. The Company will provide complete maintenance service for the period the subscriber has the equipment contingent upon the availability of parts.
- H. In the event of disconnection of all or part of the equipment, the subscriber will be required to pay any unpaid balance of the Tier A charges. A lump sum payment of the Tier A balance due will be made. The amount of the lump sum payment will be computed by calculating the present worth of the remaining Tier A monthly payments at the interest rate used in determining the Tier A monthly rates. Consideration will be given as to the reusability of the equipment and credit given the subscriber, if appropriate. The Tier B rate will terminate when the equipment is disconnected.
- I. At any time during the initial service period the subscriber has the option of making a lump sum payment of the Tier A balance. The lump sum payment will be equal to the present worth of the remaining Tier A monthly payments at the interest rate used in determining the Tier A monthly rates. The Tier B rate will continue until the equipment is disconnected.
- J. The rates and charges specified for equipment under the Two-Tier Payment Plan are in addition to rates and charges for the service(s) with which it is associated.
- K. Suspension of service is not permitted for equipment under Plan 1 or Alternate Plan 1.

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## A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS

### A122.1 Two-Tier Payment Plan (Cont'd)

#### A122.1.2 Additions

- A. Additional items of equipment and features may be added to existing equipment at the subscriber's option by paying rates and charges as specified in the currently offered equipment vintage. The following payment options are available for addition of equipment and features:
1. Plan 1
  2. Alternate Plan 1, when provided in the *guidebook* for the specific equipment (T)
  3. Plan 2
  4. Plan 1 with a coterminous Two-Tier initial service period with Tier A rates as specified payable monthly over the remaining months of the initial service period selected by the subscriber for the original installation and with an initial charge equal to the balance of Tier A rates on a present worth basis
  5. Plan 1 with a coterminous Two-Tier initial service period with the present worth total of Tier A monthly rates as an annuity payable monthly over the remainder of the Tier A initial service period selected by the subscriber for the original installation

#### A122.1.3 Conversion From Plan 2 to Plan 1

- A. A subscriber who did not elect service under Plan 1 initially may do so at any time except for those services that are now obsolete offerings. The current Alternate Plan 1 schedule will apply and will commence at the date of conversion. No credit will be granted for recurring charges previously paid under the Plan 2 schedule.
- B. In the case of equipment without an Alternate Plan 1 schedule the current Plan 1 schedule will apply. The subscriber will receive credit for any Plan 2 installation charges previously paid. No credit will be granted for recurring charges previously paid in the Plan 2 schedule.
- C. The Secondary Service Charge will apply to effect conversion.

#### A122.1.4 Supersedure (Assumption of Service)

- A. Equipment may be transferred to another subscriber at the same location upon prior written concurrence of the Company and payment of the transfer charge by the new subscriber as indicated in the *guidebook* for the specific equipment. In addition to assuming the responsibility to pay any remaining Tier A monthly payments, the new subscriber will be subject to all *guidebook* provisions and equipment configurations currently in effect for the previous subscriber. (T)
- B. *Terms and conditions* concerning transfer of service between subscribers as stated in other sections of this *guidebook* also apply to supersedure under the Two-Tier Payment Plan. (T)

#### A122.1.5 Service Interruption

- A. In the event of service interruption as defined in A2.4.4, the Company's liability will be limited to a credit adjustment of monthly Tier B billing prorated in accordance with A2.4.4.

## A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS

### A122.1 Two-Tier Payment Plan (Cont'd)

#### A122.1.6 Moves of Equipment

##### A. Intrastate Moves

1. The equipment may be relocated to another premises of the same subscriber within the jurisdiction of this *Guidebook* on an out of service basis for payment of a nonrecurring charge based upon the estimated cost. Billing of Tier A, if still applicable, and Tier B will continue during the period the move is in progress. Billing for the original location will apply through the date service is disconnected. Billing for the new location will be effective the next day. The first bill rendered after service is reestablished will contain advance billing and, if applicable, may contain retroactive billing; thus the application of Tier B rates and progression of Tier A rates, if still applicable, will remain unaffected. Installation charges for Two-Tier services which are moved shall not be applicable. Service Charges for other services shall be applicable. (T)
2. In-service moves will constitute termination of service at the old location. The provisions of A122.1.1.H. will apply in the case of service disconnection. A new order will be negotiated for service at the new location.
3. Changes or substitutions requiring the provision of new equipment will constitute termination of the existing service. The provisions of A122.1.1.H. will apply.
4. Complete arrangements or systems must be moved in lieu of individual components, where components are dependent on host units for operation, unless otherwise specified in the product sections of the *Guidebook*. Where components operate independently and are covered by individual charges, the customer may select units to be moved and units to be terminated from the agreement, subject to any restriction(s) in the product sections of the *Guidebook*. (T)
5. Transfer of service between two customers within four months of a lapse-in-service move between premises is not permitted.

##### B. Interstate Moves

1. Customer requests for out of service moves between exchanges of *the Company* within the State of South Carolina and exchanges of *the Company* in other states or between exchanges of *the Company* within the State of South Carolina and exchanges of another Bell Operating Company will be provided under the same condition as described for Intrastate Moves, except as follows: (T)
  - a. A Two-Tier *Guidebook* for the same service must exist in both states at the time of the move. If the new Tier A period does not correspond with the original Tier A period, the number of monthly Tier A payments which the customer will be responsible for will be determined by the following method: (T)
 
$$\text{Number of monthly Tier A payments at new location} = A - (B \times C) / D$$
    - A = Number of months in new Tier A period
    - B = The monthly rate for the existing Tier A period in the original jurisdiction
    - C = Number of months the service has been provided for the Tier A period in the original jurisdiction
    - D = The monthly rate for the new Tier A period based on the same vintage as the original Tier A period. If the original jurisdiction did not have a *guidebook offering* for the Tier A period selected by the customer in the new jurisdiction, the monthly rate which would have been applicable for the new Tier A period will have to be developed by the original jurisdiction. (T)

## A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS

### A122.1 Two-Tier Payment Plan (Cont'd)

#### A122.1.6 Moves of Equipment (Cont'd)

##### B. Interstate Moves (Cont'd)

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

- b. A new Letter of Election will be required in the new location to cover the remaining months of the original agreement where Tier A term lengths are the same in each location or for the new payment plan period where they are different.
- c. Both the Tier A, if applicable, and Tier B monthly rate for the service to be installed in the new state shall be at the rate levels applicable for periods currently in effect in the exchange of the new state. Tier B and Tier A, if still applicable, will apply in the original location through the date service is disconnected. Billing for the new location will be effective the next day. The first bill rendered after service is reestablished will contain advance and, if applicable, may contain retroactive billing; thus the application of Tier B rates and progression of Tier A rates, if still applicable, will remain unaffected.
- d. Payment in full shall be required to the exchange in the original state of the present worth of all installation charges being paid concurrent with Tier A rates.
- e. **Guidebooks** for the same service and for Two-Tier periods of service must exist in both locations at the time of the move. For the purposes of administering this condition, a **Guidebook** with a payment plan classified as obsolete shall be considered currently available. (T)

### A122.2 Variable Term Payment Plan

#### A122.2.1 General

- A. The **terms and conditions** specified herein are applicable to specific equipment as indicated in the appropriate sections of the **Guidebook** for products. (T)
- B. Equipment furnished under the Variable Term Payment Plan is subject to all general **terms and conditions** applicable to the provision of service by the Company as stated elsewhere in this **Guidebook** except as herein after noted. (T)
- C. The Variable Term Payment Plan is a payment plan which allows customers to pay a fixed rate for equipment over one of several optional payment periods. A different monthly rate applies for the duration of each period. The monthly rate varies inversely with the length of the payment period, e.g., the monthly rate for a short period is greater than that for a long period.
- D. The only payment period for software (versions) is the one-month period, except where other terms are specified in the product sections of the **Guidebook**. (T)
- E. The minimum period is one month, unless otherwise specified in the product sections of the **Guidebook**. (T)
- F. During the effective term of a customer payment period, the monthly rate is not subject to Company-initiated change for payment periods longer than one month.

#### A122.2.2 Definitions

ADDITION - Provision of supplementary equipment to a customer's installed system up to the capacity of the system; addition of equipment not classified as an upgrade.

CONVERSION - Removal of a customer's installed system and replacement with a different system, under terms specified in the product sections of the **Guidebook**. (T)

DOWNGRADE - Changes to an installed system generally resulting in a decrease in capacity, capability and/or lower monthly rates. (T)

## **A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS**

### **A122.2 Variable Term Payment Plan (Cont'd)**

#### **A122.2.2 Definitions (Cont'd)**

**LICENSE FEE** - A monthly recurring rate, the payment of which gives a customer license to use an identified software product and/or service.

**MINOR EQUIPMENT MODIFICATIONS** - Alterations to an item or items of equipment or service installed on a customer's premises, as specified in the product sections of the *Guidebook*. (T)

**PAYMENT PERIOD** - A period of time selected by the customer from among those currently offered by the Company, over which the customer agrees to pay a specified rate for a product and/or service.

**RELEASE** - The modified software that is provided for installation on an existing system at Company initiative that improves the functional capacity of the software.

**REMOVAL** - Deletion of equipment or service from a customer's installed system.

**UPGRADE** - An enhancement to an installed system by a major equipment addition or substitution, generally resulting in higher monthly rates. (T)

**VERSION** - A separate software program or group of programs that is referenced by a distinguishing code (numeric, alphabetic or alphanumeric). The version may be industry- or customer-specific in application, or it may provide functional enhancements to previously released software versions.

#### **A122.2.3 Application of Rates and Charges**

- A.** The monthly rate applicable at the time a customer subscribes to a product under the Variable Term Payment Plan is not subject to Company-initiated change during any optional payment period longer than one month.
- B.** Installation charges may be paid in full at the time of installation or may be deferred according to the terms and conditions specified in A122.2.21, "Deferred Payment".
- C.** Move charges will apply for customer-requested relocation of an installed product or system from one premises to another or within the same premises.
- D.** In the event that all or any part of the 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 the product sections of the *Guidebook*. (T)
- E.** A Service Charge will not apply when a customer, upon expiration of his selected payment plan, reverts at the instance of the Company to current rates for the one month option. A Service Charge will apply when a customer, prior to or at the expiration of his selected payment period, resubscribes to a payment plan or reverts at his request to the one month option. (T)
- F.** Recurring rates and installation, termination, service establishment, Service Charges and other nonrecurring charges apply according to the appropriate schedules for products and services offered under the Variable Term Payment Plan, and are filed elsewhere in this *Guidebook*. (T)
- G.** For payment periods longer than one month, the total outstanding recurring monthly rates may be prepaid as specified in A122.2.22, "Prepayment".

#### **A122.2.4 Maintenance**

- A.** **HARDWARE EQUIPMENT** - Maintenance will be provided by the Company without additional charge for the entire term selected by the customer, contingent on availability of parts.
- B.** **SOFTWARE** - Standard maintenance will be provided by the Company without additional charge, contingent on the terms and conditions specified in the product sections of the *Guidebook*. (T)

#### **A122.2.5 Additions**

- A.** Equipment can be added to an existing system at the customer's option, and the payment of rates and charges in the currently effective *guidebooks* for such service will be applied. (T)

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## A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS

### A122.2 Variable Term Payment Plan (Cont'd)

#### A122.2.5 Additions (Cont'd)

- B. At the customer's option, unless otherwise specified in the product sections of the *Guidebook*, additions may be paid for over the remainder of the existing system's payment period, and be added onto the existing agreement, providing at least 30 days remain in the customer's existing payment period. The addition and installed system payment periods will then have a common expiration date. The charge(s) for the additions(s) will be the current filed rate(s) for the equipment for the same payment period as the installed system's existing payment period. If the installed system's payment period is not in the current *guidebook*, the rate charged for the addition will be that of the next shorter filed payment period. If less than 30 days remain in the current payment period, additions may only be placed on the one-month payment period at the current rates in effect for the one-month period. (T)
- C. The customer may also select, from those currently available in the *Guidebook*, a different payment period of equal or shorter length than the time remaining in the period selected for the existing installed system at the current filed rates for the selected period. The additions may then have a different expiration date than the existing installed system. When the addition and the existing installed system's expiration dates differ, the customer must select a new payment period for the addition (at the time of its expiration) according to the terms and conditions stated in A122.2.5.B. preceding or this section. (T)
- D. Equipment added to an upgraded system coterminously will be charged at the current rates for the payment period equal to the installed system's existing payment period, excluding any extension period. The charges will be applicable for the remainder of the existing payment period, including any extension period.  
Additions to upgraded systems may also be ordered for payment periods shorter than or equal to the payment period prior to the addition at the current rates for the selected period.
- E. Termination charges for premature disconnection of the added equipment will apply for payment periods longer than one month.
- F. Additions are exempt from Company-initiated rate changes for all payment periods longer than one month.
- G. Installations, service establishment, Service Connection and any other nonrecurring charges, as specified in the product sections of the *Guidebook*, will apply to the added equipment. (T)

#### A122.2.6 Upgrades

- A. Allowable upgrades to products and systems offered by the Company are specified in the product sections of the *Guidebook* currently in effect for offerings under the Variable Term Payment Plan. (T)
- B. A customer who elects to upgrade an installed product or system may choose one of two options, unless otherwise specified in the product sections of the *Guidebook*: (T)
  - 1. The existing payment period may be extended by a period of time specified in the product sections of the *Guidebook*, and the new and previously installed equipment will expire on the same date. The rate levels applicable for the new equipment are those currently in effect for the payment period which the customer had selected prior to the upgrade, while the rates for equipment previously installed and continuing in service are unaffected. (T)  
(If the payment period selected by the customer prior to the upgrade has been discontinued in the *Guidebook*, the new equipment will be billed at rates applicable for the next shorter payment period in the current *Guidebook*.) (T)
  - 2. The new equipment may be billed over a currently available payment period of equal or shorter length than the time remaining in the existing payment period. Current rates apply for the selected payment period for the new equipment, and rates for equipment previously installed and continuing in service are unaffected. The expiration date of the new equipment is then either the same as or earlier than that of the previously installed system.

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## A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS

### A122.2 Variable Term Payment Plan (Cont'd)

#### A122.2.6 Upgrades (Cont'd)

**B.** (Cont'd)

2. (Cont'd)

When the expiration date of the new equipment is earlier, at the time of expiration the customer must select another payment period for the new equipment according to the terms and conditions stated in this paragraph. The extension period option is not available under this condition.

**C.** A customer on the one-month payment period may elect to upgrade; however, the payment period will not be extended.

**D.** The new equipment is exempt from Company-initiated rate changes for all payment periods longer than one month.

**E.** Termination charges will apply to equipment disconnected prior to expiration for all payment periods longer than one month.

**F.** Installation, Service Charges, service establishment and other nonrecurring charges, as specified in the product sections of the *Guidebook*, will apply to any new equipment. (T)

#### A122.2.7 Conversions

**A.** Conversions to installed systems are specified in the product sections of the *Guidebook* currently in effect for offerings under the Variable Term Payment Plan. (T)

**B.** The service agreement for a currently installed system terminates when conversion occurs.

**C.** The customer must select a currently available payment period for the new system. The current rates for the chosen period would apply to any new equipment as well as to any remaining equipment from the previously installed system.

**D.** Termination charges will apply to all equipment removed prior to expiration of the selected payment period. Termination charges will not apply to any equipment remaining on the customer's premises for use in the new system provided the customer selects a new payment period equal to or longer than the time remaining under the former payment period.

**E.** Installation, service establishment, Service Charges and other nonrecurring charges, as specified in the product sections of the *Guidebook*, will apply for the newly installed equipment. Nonrecurring charges will not apply to equipment remaining on the customer's premises and continuing in service in the new system. (T)

#### A122.2.8 Removals

**A.** Removal of equipment from a system for which the current payment period is longer than one month will not affect the expiration date of the remaining equipment and service.

**B.** Removal of equipment that is unique or identifiable by a code will be recognized through application of a termination charge for that specific unit.

**C.** Removal of equipment that is not unique or identifiable by a code, where two or more units of the same type of equipment are on the customer's premises, will be recognized through the following provisions:

1. The specific unit(s) of equipment no longer desired by the customer will be removed.

2. The lowest termination charge for the type of equipment removed will apply.

#### A122.2.9 Downgrades

**A.** Allowable downgrades for installed systems are specified in the product sections of the *Guidebook*. (T)



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## A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS

### A122.2 Variable Term Payment Plan (Cont'd)

#### A122.2.9 Downgrades (Cont'd)

- B. A customer has the option to place any new equipment at the time of the downgrade on a coterminous payment period, unless otherwise specified in the product sections of the *Guidebook*. Rates for the new equipment are those currently in effect for the original payment period (or, if the period is no longer available, for the next shorter one). The rates for equipment remaining on the customer's premises after the downgrade will not be affected. (T)
- C. When a coterminous payment period is not chosen, the customer must select a payment period of equal or shorter length than the time remaining in the current payment period. Current rates apply for the equal or shorter pay period. Equipment remaining on the customer's premises will continue being billed at the rates in effect prior to the downgrade. The new equipment may then have a different expiration date from the equipment which remained after downgrading.  
When the expiration dates differ, the customer must select a new payment period for the equipment (at the time of expiration) added at the time when the system was downgraded according to the terms and conditions in A122.2.9.B. preceding.
- D. Termination charges do not apply for equipment which becomes part of the downgraded system. Termination charges do apply for equipment removed in downgrading the system.
- E. Installation, service establishment, Service Charges and other nonrecurring charges will apply to any equipment which must be added new to a system being downgraded, as enumerated in the product sections of the *Guidebook*. (T)

#### A122.2.10 Releases

- A. New releases of software will be offered to existing customers on Company initiative at no additional charge and will include improvements to the functional capacity of the software.
- B. No charges apply to any hardware changes necessitated by a new release.

#### A122.2.11 Versions

- A. Termination charges do not apply for the removal or deletion of software versions, unless otherwise specified in the product sections of the *Guidebook*. (T)
- B. A new version may result in a higher monthly rate.
- C. All version replacements requiring hardware changes will be *listed* under specific product headings. (T)
- D. Appropriate charges will apply for hardware changes resulting from version changes, as specified elsewhere in this *Guidebook*. (T)

#### A122.2.12 Moves of Equipment

- A. Moves of Equipment (Lapse-in-Service)
  - 1. Intrastate Moves
    - a. The customer may arrange to have service moved within the same premises or to different premises leased or owned by the customer on a lapse-in-service basis at charges based on estimated costs without interruption or change of Variable Term payments.
    - b. Installation charges as specified in the *guidebook* for services covered by the Variable Term Payment Plan will not be applicable. Service Charges for the Exchange Telephone Services and other connecting services will be applicable at the new location. (T)

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## A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS

### A122.2 Variable Term Payment Plan (Cont'd)

#### A122.2.12 Moves of Equipment (Cont'd)

##### A. Moves of Equipment (Lapse-in-Service) (Cont'd)

###### 1. Intrastate Moves (Cont'd)

- c. Billing for the original location will apply through the date service is disconnected. Billing for the new location will be effective the next day. The first bill rendered after service is reestablished will contain advance billing and, if applicable, retroactive billing from the date of disconnect. Progression of the payment period will be unaffected. (T)
- d. Complete arrangements or systems must be moved in lieu of individual components, where components are dependent on host units for operation unless otherwise specified in the product sections of the *Guidebook*. Where components operate independently and are covered by individual *guidebook* charges (such as data terminals), the customer may select units to be moved and units to be terminated from the agreement, subject to any restriction(s) in the product sections of the *Guidebook*. (T)
- e. Transfer of service between two customers within four months of lapse-in-service move between premises is not permitted.

###### 2. Interstate Moves

- a. Customer requests for interstate lapse-in-service moves will be provided under the same condition as described preceding for Intrastate Moves except as follows:
  - (1) Billing for the original location will apply through the date service is disconnected. Billing for the new location will be effective on the next day.  
 The rates in the new location will be those in effect for new customers. Rate stability against Company-initiated changes shall be provided at the new rates for the remainder of the customer's payment period.  
 The first bill rendered after service is reestablished will contain advance billing and, if applicable, retroactive billing from the date of disconnect. Progression of the payment periods will be unaffected.
  - (2) *Guidebooks* for the same service and payment periods must exist in both states at the time of the move. If *guidebooks* exist for the same service, but the lengths of the periods available are different, the customer must select a payment period available in the new state or Company. The new period must be of an equal or longer length than the time remaining in the current selected period, subject to the conditions covered in A122.2.15, "Requests for Changes in Length of Optional Payment Periods", following. (T)

##### B. Moves of Equipment (In-Service)

An in-service move under the plan will be considered a termination of service with applicable termination charges. The customer will be required to select a currently available payment period. Installation, service establishment, Service Charges, and other nonrecurring charges will apply.

##### C. Minor Equipment Modifications

Minor equipment modifications are identified in the product sections of the *Guidebook*. The length of the customer's existing payment period is unaffected by these modifications. Ordinarily, minor equipment modifications do not affect the customer's monthly bill. A Service Charge and installation or other nonrecurring charge will apply to each minor equipment modification. (T)

## **A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS**

### **A122.2 Variable Term Payment Plan (Cont'd)**

#### **A122.2.13 Change of Jurisdiction**

- A. Under certain conditions involving changes in service, a Variable Term Payment Plan customer's service will require change of jurisdiction from intrastate to interstate tariffs or vice-versa, even though the service location may not be changed. (T)
- B. The following provisions may apply to changes of jurisdiction when the service location is not changed. However, the concepts may be used for reclassification of services at the time of a move. (T)
  - 1. Billing for the original jurisdiction will apply through the date of jurisdiction change. Billing for the new jurisdiction will begin on the next day.  
The rates applicable for the new jurisdiction will be those in effect for new customers. Customers changing service to the new jurisdiction will have stability against Company-initiated changes in rate levels for the remainder of the payment period.
  - 2. Installation charges will not apply, either for the services subscribed to under the Variable Term Payment Plan or for connecting services, unless they are being installed at the time of the change in jurisdiction of existing services. Service Charges will apply if stipulated by the tariff/*guidebook* in the new jurisdiction. (T)
  - 3. Tariffs/*Guidebooks* for the same service and Variable Term Payment Plan periods must exist in both jurisdictions at the time of the change. If tariffs/*guidebooks* exist for the same service but the lengths of the payment periods in the new jurisdiction are different, the customer must select a new payment plan period with a length equal to or longer than the remaining time in the existing payment period, subject to the conditions covered in A122.2.15, "Requests for Changes in Length of Optional Payment Periods," following.

#### **A122.2.14 Two-Tier Transition to Variable Term Payment Plan (VTPP)**

- A. Two-Tier termination charges will be waived for equipment remaining on the customer's premises after transition from the Two-Tier Payment Plan to the VTPP. The customer must elect a VTPP service period longer than one month to qualify for this waiver.
- B. Two-Tier termination charges will apply to any equipment removed from the customer's premises at the time of transition from the Two-Tier Payment Plan to the VTPP.
- C. Customers will be required to pay in full any deferred nonrecurring charges (including those contained in Tier A), when converting to VTPP from Two-Tier.
- D. The monthly license fee will be waived for versions remaining in the customer's system after transition from Two-Tier to VTPP.
- E. Additions, upgrades, conversions, downgrades, and versions offered exclusively under VTPP will be available to existing Two-Tier Payment Plan customers only if they convert their system to VTPP, unless otherwise specified in product *Guidebooks*. (T)

#### **A122.2.15 Request for Changes in Length of Optional Payment Period**

- A. Subsequent to the establishment of service for an item furnished under a Variable Term Payment Plan period and prior to the completion of that period, the existing payment period may be replaced by a currently offered payment period at the current rates subject to the following conditions:
  - 1. No credit will be given for payments made during the formerly selected period. However, nonrecurring charges will not be reapplied.
  - 2. The new payment period begins with the date requested.

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## A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS

### A122.2 Variable Term Payment Plan (Cont'd)

#### A122.2.15 Request for Changes in Length of Optional Payment Period (Cont'd)

A. (Cont'd)

3. No termination charge applies for the former payment period, provided the customer selects a new payment period equal to or longer than the time remaining under the system's/items former payment period. Otherwise, a termination charge applies for the former payment period.
4. A Service Charge will not apply.
5. The new payment period selected by the customer for an item of equipment must be shorter than the time remaining in the systems existing payment period.

#### A122.2.16 Renewal Options

A. The customer has the following renewal options:

1. Prior to completion of the current payment period, any period available under the VTPP may be selected. The rates in effect for new customers at the time the renewal is effective will apply. The customer will be charged the current rate for the newly selected payment period commencing the day following completion of the prior payment period.
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 the product sections of the *Guidebook*. 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. (T)
3. If the customer does not elect an additional payment period and does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the one-month payment period. (T)
4. If the expiration date for any equipment differs from the installed system's existing expirations date, the customer must choose a new payment period for the item (at the time of expiration) according to the terms and conditions as specified elsewhere in this *Guidebook*. (T)

B. The Company may discontinue or change any or all renewal options. (T)

#### A122.2.17 Supersedure

Service may be transferred to a new customer at the same location, except as prohibited in A122.2.12.A.1.e. preceding, upon prior written concurrence by the Company and payment of a transfer charge by the new customer as specified in the product sections of the *Guidebook*. The new customer will be subject to all *guidebook* provisions and equipment configurations currently in effect for the previous customer. *Terms and conditions* concerning transfer of service between subscribers as stated in other sections of this *Guidebook* also apply under the Variable Term Payment Plan. (T)

#### A122.2.18 Suspension of Service

Temporary suspension of service, as provided elsewhere in this *Guidebook*, is not applicable to service furnished under the Variable Term Payment Plan. (T)

#### A122.2.19 Concession Service

Service furnished under the Variable Term Payment Plan is not eligible for discount in accord with provisions for concession service specified elsewhere in this *Guidebook*. (T)

EFFECTIVE: October 1, 2005

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**A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS**

(T)(O)

**A122.2 Variable Term Payment Plan (Cont'd)**

(T)(O)

**A122.2.20 Failure of Service**

(T)(O)

In the event that a failure of service is of greater than 24 hours' duration, the Company's liability will be limited to a credit adjustment of monthly billing for the time "out-of-service," prorated on a per diem basis. A 30-day month will be assumed for purpose of proration. The expiration date of the payment period remains unchanged.

(O)

**A122.2.21 Deferred Payment**

(T)(O)

**A.** Payment of nonrecurring charges for products may be deferred over the length of the customer's payment period or a shorter period (in annual increments), subject to the conditions specified in this paragraph.

(O)

1. The charges to be deferred must be among the following types:

(O)

a. Installation

(O)

b. Service Establishment

(O)

c. Feature Package - Versions (does not apply to subsequent activity)

(O)

(1) Activation

(O)

(2) Information/Translation

(O)

d. System Feature

(O)

(1) Activation

(O)

(2) Design

(O)

2. Customer must select a payment period longer than one month for the equipment/software for which charges are deferred.

(O)

3. The total amount of nonrecurring charges as defined in *A122.2.21.A.1* may be deferred.

(T)(O)

4. The minimum amount deferrable per customer location (per Letter of Election) is \$3000.00.

(O)

5. Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement executed by the customer. The interest rate to be charged on deferred payments will be revised periodically by the Company. If, in the judgment of the Company, the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of a lawful interest rate. Suspension of the deferred payment option will not affect customers who have executed a deferred payment agreement prior to the effective date of such suspension.

(O)

6. The deferred charges (including calculated interest) will be prorated on a monthly basis over the selected deferral period length.

(O)

7. All deferred charges must be paid in full when the customer:

(O)

a. Upgrades, downgrades or converts the system for which the charges were deferred.

(O)

b. Selects a payment period with an expiration date prior to the expiration date of the deferral period.

(O)

c. Moves equipment/software, for which charges had been deferred, between jurisdictions.

(O)

d. Disconnects service, for the system, prior to expiration of the selected deferral period.

(O)

e. Fails to pay a monthly amount hereunder within 30 days of its due date.

(O)

## A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS

### A122.2 Variable Term Payment Plan (Cont'd)

#### A122.2.21 Deferred Payment (Cont'd)

##### A. (Cont'd)

8. The customer may prepay only the total outstanding deferred charges at any time during the selected deferral period. Customer will be given a credit for the amount of unearned interest. Customer may not prepay less than the total of the outstanding deferred charges.

#### A122.2.22 Prepayment

- A. For payment periods longer than one month, the customer may prepay the total outstanding recurring monthly rates. The prepayment of monthly rates in no way constitutes a purchase and the Company retains full ownership of all equipment covered by the prepayment. The following conditions apply:
  1. Customers who prepay six months or more will have an allowance applied. A factor of .375% will be credited for each month prepaid.
  2. Monthly rates for all equipment covered by a single Letter of Election must be prepaid. Monthly rates must be prepaid for equipment added subsequently and placed on the same Letter of Election (i.e., customer-elected coterminous option) with a prepaid system.
  3. Customers who change the length of a prepaid payment period will be credited any unused portion of the prepayment, subject to termination charges as specified in A122.2.15.A.3. preceding.
  4. Customers who prematurely disconnect will have termination charges deducted from the prepaid amount and any balance credited to their bill.

### A122.3 ESSX Term Payment Plan

(Obsoleted 12-12-90, Type 4)

#### A122.3.1 General

- A. The *terms and conditions* specified herein are applicable to specific equipment as indicated in the appropriate sections of the *Guidebook* for products. (T)
- B. Equipment furnished under the ESSX Term Payment Plan (ETPP) is subject to all general *terms and conditions* applicable to the provision of service by the Company as stated elsewhere in this *Guidebook* except as herein after noted. (T)
- C. The ESSX Term Payment Plan is a payment plan which allows customers to pay a fixed rate for equipment over one of two optional payment periods. A different monthly rate applies for the duration of each period.
- D. The minimum payment period is one month, unless otherwise specified in the products section of the *Guidebook*. (T)
- E. During the effective term of a customer payment period, the monthly rate is not subject to Company-initiated change for payment periods longer than one month.

#### A122.3.2 Application of Rates and Charges

- A. The monthly rate applicable at the time a customer subscribes to a product under the ESSX Term Payment Plan is not subject to Company-initiated change during any optional payment period longer than one month.
- B. The appropriate non-recurring charges for inside station line moves are as specified in Section A4. Progression of the payment period for this type movement will be unaffected. (T)
- C. In the event that all or any part of the 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 the product sections of the *Guidebook*. (T)
- D. 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. A Service Charge will not be applicable for such renewals or changes to their payment period.
- E. Recurring rates and installation, termination, service establishment, Service Connection and other nonrecurring charges apply according to the appropriate schedules for products and services offered under the ESSX Term Payment Plan, and are *described* elsewhere in this *Guidebook*. (T)

## **A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS**

### **A122.3 ESSX Term payment Plan (Cont'd)**

#### **A122.3.3 Additions**

- A. Equipment can be added to an existing system where facilities permit and at rates, charges, *terms and conditions* as stated in the products section of the *guidebook*. (T)
- B. Termination charges for premature disconnection of added equipment will apply as set forth in A122.3.2.C.
- C. Additions are exempt from Company-initiated rate changes for all payment periods longer than one month.
- D. Installation, Service Charges, service establishment, feature establishment, and any other nonrecurring charges, as specified in the product *guidebooks*, will apply to the added equipment. (T)

#### **A122.3.4 Reserved For Future Use**

#### **A122.3.5 Disconnects**

- A. When equipment or facilities, i.e., station lines, etc., are disconnected from a system for which the current payment period is longer than one month, the expiration date of the remaining equipment and service will not be affected.
- B. Equipment or facilities disconnected from a system prior to the expiration date of the payment period for such equipment will require termination charges for premature disconnection if applicable.

#### **A122.3.6 Moves of Equipment**

- A. The appropriate non-recurring charges for inside station line moves are as specified in Section A4. Progression of the payment period for this type movement will be unaffected. (T)
- B. Station line moves (other than inside moves) will require disconnect of the station line at the existing location, with the application of all appropriate termination charges. Such moves would be treated as a new installation at the new location.

#### **A122.3.7 Requests for Changes in Length of Optional Payment Period**

- A. Subsequent to the establishment of service for an item furnished under a ESSX Term Payment Plan 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:
    - a. No credit will be given for payments made during the formerly selected period. However, non-recurring charges will not be reapplied.
    - b. The new payment period begins with the date requested.
    - c. No termination charge applies for the former payment period.
    - d. A Service Charge will not apply.
  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:
    - a. No credit will be given for payments made during the formerly selected period. However, non-recurring charges will not be reapplied.
    - b. The new payment period begins with the date requested.
    - c. A termination charge applies for the former payment period.
    - d. A Service Charge will not apply.

#### **A122.3.8 Renewal Options**

- A. The customer has the following renewal options:
  1. Prior to completion of the current payment period, any period available under the ETPP may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
  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 product *guidebooks*. 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. (T)

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## A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS

### A122.3 ESSX Term Payment Plan (Cont'd)

#### A122.3.8 Renewal Options (Cont'd)

- A. The customer has the following renewal options: (Cont'd)
  - 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 one-month payment period.  
Service charges are not applicable for services renewed under the ESSX Term Payment Plan. Any new services added at the time of renewal will be subject to all appropriate service charges and other nonrecurring charges.
- B. The Company may discontinue or change any or all renewal options. (T)

#### A122.3.9 Supersedure

Service may be transferred to a new customer at the same location upon prior written concurrence by the new customer as specified in products section of the *Guidebook*. The new customer will be subject to all provisions and equipment configurations currently in effect for the previous customer. *Terms and conditions* concerning transfer of service between subscribers as stated in other sections of this *Guidebook* also apply under the ESSX Term Payment Plan. (T)

#### A122.3.10 Suspension of Service

Temporary suspension of service, as provided elsewhere in this *Guidebook*, is not applicable to service furnished under the ESSX Term Payment Plan. (T)

#### A122.3.11 Termination Liability

Termination charges as stated in the products section of the *Guidebook* are applicable as appropriate. (T)

#### A122.3.12 Deferred Payment

- A. Payment of nonrecurring charges for ESSX may be deferred over the length of the customer's payment period or a shorter period (in annual increments) subject to the conditions specified in this paragraph.
  - 1. The charges to be deferred must be among the following types:
    - a. Installation
    - b. Service Establishment
    - c. Feature Establishment
  - 2. The customer must select a payment period longer than one month.
  - 3. The total amount of nonrecurring charges as defined in A122.3.12.A.1. may be deferred.
  - 4. The minimum amount deferrable per ESSX System is \$2,000.00.
  - 5. Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement executed by the customer. The interest rate to be charged on deferred payments will be revised periodically by the Company. If, in the judgment of the Company, the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of a lawful interest rate. Suspension of the deferred payment option will not affect customers who have executed a deferred payment agreement prior to the effective date of such suspension.



EFFECTIVE: October 1, 2005

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**A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS**

(M)

**A122.3 ESSX Term Payment Plan (Cont'd)**

(M)

**A122.3.12 Deferred Payment (Cont'd)**

(M)

**A.** (Cont'd)

(M)

6. The deferred charges (including calculated interest) will be prorated on a monthly basis over the selected deferral period length. (M)
7. All deferred charges must be paid in full when the customer: (M)
  - a. Selects a payment period with an expiration date prior to the expiration date of the deferral period. (M)
  - b. Disconnects service, for the system, prior to expiration of the selected deferral period. (M)
  - c. Fails to pay a monthly amount hereunder within 30 days of its due date. (M)
8. The customer may prepay only the total outstanding deferred charges at any time during the selected deferral period. Customer will be given a credit for the amount of unearned interest. Customer may not prepay less than the total of the outstanding deferred charges. (M)

**A122.3.13 Prepayment**

(M)

- A. For payment periods longer than one month, the customer may prepay the total outstanding recurring monthly rates. The prepayment of monthly rates in no way constitutes a purchase and the Company retains full ownership of all services covered by the prepayment. The following conditions apply: (M)
  1. Customers who prepay six months or more will have an allowance applied. A factor of .375% will be credited for each month prepaid. This amounts to a discount of 4.5% per year. (M)
  2. Monthly rates for all services covered by a single Letter of Election must be prepaid. Monthly rates must be prepaid for services added subsequently and placed on the same Letter of Election (i.e., customer-elected coterminous option) with a prepaid system. (M)
  3. Customers who change the length of a prepaid payment period will be credited any unused portion of the prepayment, subject to termination charges as specified in A122.3.2.C. preceding. (M)
  4. Customers who prematurely disconnect will have termination charges deducted from the prepaid amount and any balance credited to their bill. (M)