TARIFF DISTRIBUTION

FILE PACKAGE NO.: TN-24-0007

DATE: March 20, 2024

STATE: TENNESSEE

EFFECTIVE DATE: 03/17/2024

TYPE OF DISTRIBUTION: Approved

PURPOSE: Grandfathering the 1 Yr Term Plan

TARIFF SECTION	PAGE NUMBER	PAGE REVISION
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EFFECTIVE: March 17, 2024

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 Special Access (a.k.a. BellSouth SPA) 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 or variable rates for channel service equipment and 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.^{2,3,4}
 - (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.^{1,2,3}
 - (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.^{1,2,3}
 - d. When the customer extends service beyond a 96 month^{1, 3, 4} service period, the 84 month^{1, 3, 4} Term Payment Plan (or the longest available tariffed service period) rates will apply.
 - 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 month^{3, 4} Term Payment Plan and 96 months.^{1, 3, 4}
 - 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 month 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.
- **Note 1:** Effective December 16, 2013, Customers may not establish new term plans greater than 36 months for Digital Data, Derived Data Channel Service, High Capacity Service, BellSouth SPA CNM-FlexServ, and SMARTPath term plans may not be renewed for a term greater than 36 months.
- Note 2: Effective March 28, 2019, Customers may not: (1) Establish CSPPs for Derived Data Channel Service, Digital Data Access Service and BellSouth SPA CNM-FlexServ Service, (2) Convert or renew CSPPs for Derived Data Channel Service, Digital Data Access Service, FlexServ Service, High Capacity Service and SMARTPath Service, and 3) Establish CSPPs for SMARTPath Service greater than 36 months.
- **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.

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EFFECTIVE: March 17, 2024

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)
 - 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 service(s) under CSPP, other than inside moves, will be subject to the conditions stated in 11. following.
 - 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 the former payment period.
 - Nonrecurring charges will not be reapplied.
 - 7. Renewal Options
 - a. The customer has the following renewal^{1, 2, 3} 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 customers at the time of the renewal.^{1, 2, 3} 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 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.

- Note 1: Effective March 28, 2019, Customers may not: (1) Establish CSPPs for Derived Data Channel Service, Digital Data Access Service and BellSouth SPA CNM-FlexServ Service, (2) Convert or renew CSPPs for Derived Data Channel Service, Digital Data Access Service, FlexServ Service, High Capacity Service and SMARTPath Service, and (3) Establish CSPPs for SMARTPath Service greater than 36 months.
- **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.

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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 (Cont'd)
 - 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 VG) 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-month^{3, 4} service period under the 36 month^{3, 4} Term Payment Plan is renewed for 24 months^{3, 4} with no changes at the end of the 36 month^{3, 4} period. The sum of months for the completed and proposed service periods would equal 60 months^{1, 2, 3, 4} and would be billed under the 60 month^{3, 4} Term Payment Plan. Another example is a Month-to-Month customer, in service for 15 months, who wishes to convert to a 60-month^{1,2,3,4} CSPP arrangement with no changes. The combined service period of the Month-to-Month arrangement and the CSPP arrangement is equal to 75 months, ^{1, 2, 3, 4} which would be billed under the 84 month^{3, 4} Term Payment Plan.
 - 8. Transfer of Service
 - a. Service may be transferred to a new customer at the same location upon prior written concurrence by the new customer as specified in this Tariff. This does not constitute a disconnect of service or a discontinuance of an existing CSPP arrangement. The new customer will be subject to all provisions and equipment configurations currently in effect for the previous customer. Regulations concerning transfer of service between subscribers as stated in other sections of this Tariff also apply under CSPP.
 - **Note 1:** Effective December 16, 2013, Customers may not establish new term plans greater than 36 months for Digital Data, Derived Data Channel Service, High Capacity Service, BellSouth SPA CNM-FlexServ, and SMARTPath term plans may not be renewed for a term greater than 36 months.
 - Note 2: Effective March 28, 2019, Customers may not: (1) Establish CSPPs for Derived Data Channel Service, Digital Data Access Service and BellSouth SPA CNM-FlexServ Service, (2) Convert or renew CSPPs for Derived Data Channel Service, Digital Data Access Service, FlexServ Service, High Capacity Service and SMARTPath Service, and (3) Establish CSPPs for SMARTPath Service greater than 36 months.
 - **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.

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TELECOMMUNICATIONS

BELLSOUTH

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.

Digital Data Access² (a.k.a. BellSouth SPA DS0 Digital Data)³ service and Derived Data Channel Service³ 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 months^{1, 2} 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 customer requests for moves of service under CSPP subject to the provisions set forth in E2.4.9.A.11. 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. For a tariff term plan entered into prior to April 3, 2001 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)³ service using the twenty-four to forty-two month^{1, 2} payment plan. The contract plan period is for thirty months². 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 = (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 Capacity² (a.k.a. BellSouth SPA DS1) service for variable periods, with rates based on lengths of 36 months^{4, 5}, 60 months,^{1, 2, 4, 5} or 84 months^{1, 2, 4, 5} 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 for a tariff term plan entered into prior to April 3, 2001, will be equal to the number of months remaining in the contract times the monthly contract rate. 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.

Rates applicable to a month-to-month payment option are subject to Company initiated changes.

- Note 1: Effective November 9th, 2013, customers may not establish new term plans greater than 36 months and term plans may not be renewed greater than 36 months.
- Note 2: Effective March 28, 2019, Customers may not convert, renew or establish CSPPs for Digital Data Access Service. Customers may not convert or renew CSPPs for High Capacity Service.
- 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 November 1, 2022, customers may not establish new term plans of greater than 24 months for High Capacity Service Channel Service Payment Plans.
- **Note 5:** 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.

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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

A. Local Channel

1. Per Point of Termination

		Nonrecurring Charge					
			First	Additional			
		Monthly	Service	Service			
		Rate	Installed	Installed	USOC		
(a)	1.544 Mbps	\$106.00	\$735.00	\$335.00	TMECS		
(b)	3.152 Mbps ¹	-	-	-	TWT++		
(c)	6.312 Mbps ¹	-	-	-	TWT++		
(d)	44.736 Mbps ¹	-	-	-	TWT++		

2. Contract Rates Per Point Of Termination²

B.	(a) 1 Interoffice Channel 1. 1.544 Mbps Mileage Bands	1.544 Mbps	Nonrecurring First \$735.00	, 0	24 to 48 Months ^{3,4,5,6} \$106.00	49 to Months \$104	s ^{3,4,5} Months ^{3,4,5}	USOC TMECS	
) mile 1 thru 8 miles		Fixe Month Char \$ 75.0	ly Cl ge Pe	onthly harge er Mile \$- 45.50	Nonrecurring Charge \$- 290.00	USOC 1L5XX 1L5XX	

(c)9 thru 25 miles75.0045.50290.001L5XX(d)Over 25 miles75.0045.50290.001L5XX

Note 1: ICB rates and charges apply.

- Note 2: Contract lengths are flexible to allow customer choice of payment period per E2.4.9.
- **Note 3:** Effective December 16, 2013, Customers may not establish new term plans greater than 36 months for Digital Data service and term plans may not be renewed for a term greater than 36 months.
- Note 4: Effective March 28, 2019, Customers may not convert or renew CSPPs for High Capacity Service.
- 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.
- **Note 6:** Effective March 17, 2024, customers may not establish new term plans of greater than month-to-month for High Capacity Service (N) Channel Service Payment Plans.

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Eighth Revised Page 48.1 Cancels Seventh Revised Page 48.1

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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 (Cont'd)
 - 2. 1.544 Mbps (Contract Rates)^{1,2}

Mileage Bands

			Fixed				
		Nonrecurring	Monthl	y 24 to 48	49 to 72	73 to 96	
		Charge	Charge	Months ^{3,4,5,6}	Months ^{3,4,5}	Months ^{3,4,5}	USOC
(a)	0 mile	\$-	\$-	\$-	\$-	\$-	1L5XX
(b)	1 thru 8 miles	290.00	65.00	18.00	16.00	14.00	1L5XX
(c)	9 thru 25 miles	290.00	65.00	18.00	16.00	14.00	1L5XX
(d)	Over 25 miles	290.00	65.00	18.00	16.00	14.00	1L5XX

- Note 1: Contract lengths are now flexible to allow customer choice of payment period per E2.4.9.
- Note 2: Monthly rates are per mile.
- **Note 3:** Effective December 16, 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 28, 2019, Customers may not convert or renew CSPPs for High Capacity Service.
- 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.
- **Note 6:** Effective March 17, 2024, customers may not establish new term plans of greater than month-to-month for High Capacity Service (N) Channel Service Payment Plans.

Thirteenth Revised Page 51.0.1 Cancels Twelfth Revised Page 51.0.1

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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)

Optional Features and Functions (Cont'd) C.

- 2. Channel Interfaces (Per Interface)
 - Sub-DS3 Interfaces a. (1) DS1 Level Central Office Channel Interface¹

	(1)	DSI	Level Central Office Channel	Interface						
				Month	24 to 48	49 to 72	73 to 96	Nonrecurring	5	(C)
				to Month	Months ^{2,3,6,7}	Months ^{2,3,6}	Months ^{2,3,6}	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	135.00	1D3CS	
	(2)	DS1	Level Customer Channel Inter	face ¹						
	. ,	(a)	Asynchronous	17.00	13.00	13.00	13.00	305.00	1D3DA	
		(b)	Synchronous	45.00	36.00	33.00	30.00	255.00	1D3DS	
b.	Sub	· ·	Interfaces							
с.	(1)		DS0 Level Central Office Cha	nnel Interfac	a					
	(1)	10/1			6	Monthly	Nonrecu	ring Charge		
						Rate	First		USOC	
		(a)	BellSouth SWA			\$0.0			1D1SW	
		(u) (b)	Reserved for Future			+ • • •		+		
		(0)	Use							
			030							
		(c)	Reserved for Future							
		(0)	Use							
			030							
		(d)	Voice Grade			6.5	50 7.00	6.00	1D1VG	
		(4)	(BellSouth SPA							
			DSO VG) ⁵							
		(e)	WATS Access Line			6.5	50 7.00	6.00	1D1WT	
		(0)	(BellSouth SPA			01		0.00	101001	
			WATS Line) ⁵							
		(f)	(DELETED)							
			(DELETED) (DELETED)							
		(g) (h)	DDAS (BellSouth			13.0	00 7.00	6.00	1D1DD	
		(11)				13.0	7.00	0.00	IDIDD	
			SPA DSO Digital							
(a)	C.J.	DC0 1	Data) ⁵ Interfaces							
(c)					5					
	(1)		ate Level Central Office Chan		-	13.0)0 7.00	6.00	1DOSR	
		(a)	Subrate (2.4, 4.8 & 9.6 Kbps)		15.0	/.00	0.00	IDOSK	

3. Reserved for Future Use

- **Note 1:** Contract rates are flexible to allow customer choice of payment period per E2.4.9.
- Note 2: Effective November 9th, 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 3: Effective March 28, 2019, Customers may not convert or renew CSPPs for High Capacity Service.

Note 4: (DELETED)

- Note 5: 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 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.