

BELLSOUTH TELECOMMUNICATIONS, INC.
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ISSUED: JANUARY 24, 1992

TARIFF FCC NO. 6
ORIGINAL TITLE PAGE
This Tariff Cancels
The Southern Bell Telephone
and Telegraph Company Tariff
F.C.C. No. 67 In Its Entirety
EFFECTIVE: JANUARY 31, 1992

CATV TRANSPORT SERVICE

Regulations, rates and charges
applying to the provision of CATV Distribution Service
in the Heathrow Community
within the operating territory of

BELLSOUTH TELECOMMUNICATIONS, INC.
in
Lake Mary, Florida.

CATV Transport Services are provided by means of wire, coaxial cable, fiber
optic cable or combination thereof.

CATV Transport Service is provided for the transmission of audio, television
and other forms of electronic communications.

Expires October 8, 2007, unless sooner cancelled, changed or extended.

Issued under the authority of Special Permission No. 92-68

BELLSOUTH TELECOMMUNICATIONS, INC.
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CATV TRANSPORT SERVICE
CHECK SHEET

Original Title page and Original Pages 1 to 13 inclusive of this tariff are effective as of the date shown.

<u>Page</u>	<u>Number of Revision Except as Indicated</u>
Title	Original
1	1st*
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
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9	Original
10	Original
11	Original
12	1st*
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ISSUING CARRIER

Bell South Telecommunications, Inc.

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Participating Carriers

EXPLANATION OF SYMBOLS

- C - To signify a changed regulation
- D - To signify a discontinued rate or regulation
- I - To signify an increase
- M - To signify matter relocated without change
- N - To signify new rate or regulation
- R - To signify a reduction
- S - To signify a reissued matter
- T - To signify a change in text but no change in rate or regulation
- Z - To signify a correction

EXPLANATION OF ABBREVIATIONS

- CATV - Community Antenna Television
- FCC - Federal Communications Commission
- MHz - Megahertz

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CATV TRANSPORT SERVICE

1-APPLICATION OF TARIFF

1.1 General

This tariff addresses CATV transport service and contains regulations, rates and charges applicable to the provision of services, hereinafter referred to collectively as service(s), provided by BellSouth Telecommunications, Inc., hereinafter referred to as the Company, to Telcom International, hereinafter referred to as the Customer.

1.2 Service Area

The service area for the service provided by the Company under this tariff is limited to the Heathrow Community, Lake Mary, Florida.

1.3 Limited Applicability

This tariff does not apply to any other service offered by the Company. The services offered under this tariff apply only to the Heathrow Community.

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CATV TRANSPORT SERVICE

2-GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 General

The CATV transport system described in this tariff is to be built by the Company in the Heathrow Community, Lake Mary, Florida, solely for the express purpose of transporting CATV and electronic communications services to the Customer.

2.1.2 Title or Ownership Rights

The payment of rates and charges by the Customer for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to property or facilities developed or utilized, respectively, by the Company in the provision of such services.

2.2 Obligations of the Company

2.2.1 Operation and Maintenance

The Company shall operate and maintain the Heathrow Community transport system facilities and provide video transport in accordance with the monthly rates and charges as detailed in Section 3 of this tariff.

2.2.2 Program Content

The Company shall have no control or right of control over the content of the video programming it transports. The Company shall not change the form or content of any information it transmits or transports under this tariff.

2.2.3 Transport Facilities Maintenance

The Company shall maintain the transport facilities from the head end building to the demarcation point at the customer premises.

2.2.4 Repairs

The Company shall answer and respond to repair requests from the Customer as soon as reasonably practicable, including weekends and holidays, pursuant to the Company's standard repair practices.

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2-GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer

The Customer is responsible for placing orders for the services offered under this tariff, for notifying the Company of all difficulties relating to the Service provided under this tariff, for complying with tariff regulations and for ensuring that its customers and/or agents likewise comply.

The Customer is responsible for the payment of charges for the services offered under this tariff.

2.3.1 Easements and Permits

The Customer shall secure and grant such easements, rights-of-way, licenses and permits as may be necessary for the Company to perform its obligations under this tariff.

2.3.2 Management

The Customer shall provide CATV system management including, but not limited to, subscriber service contact and dispatch, subscriber billing and collection and point-of-contact maintenance matters.

2.3.3 Head End Equipment Maintenance

The Customer shall be responsible for maintaining the head end equipment up to and including the directional coupler off the coaxial cable as it exists in the head end building.

2.3.4 Content Control

The Customer shall provide all video programming and shall have control of the content of the information transported over the CATV transport facilities.

2.3.5 Repair Reporting

The Customer shall advise the subscribers to notify the Customer of problems concerning the CATV transport facilities. The Customer shall use its best efforts to verify that the reported problem resides in the CATV transport system constructed, installed or owned by the Company. If it is the opinion of the Customer that the malfunction is in the CATV transport system, the Customer shall provide the Company with appropriate information to enable the Company to respond to and correct the problem. The Company shall advise the Customer of the estimated completion time.

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CATV TRANSPORT SERVICE

2-GENERAL REGULATIONS (Cont'd)

2.3 Obligations of The Customer (Cont'd)

2.3.6 Service Transfer or Assignment

The Company shall accept assignments and transfers of the Customer's interests to another party provided the receiving party has made arrangements that are satisfactory to the Company for the payment of all outstanding charges owed by the Customer at the date of transfer together with assumption of responsibility for such licenses and franchises which may be legally required.

The term "another party" shall include both affiliated and non-affiliated entities and interests of the Customer.

2.4 Liability

The Company shall not be liable for any loss or damage for delay or for nonperformance due to causes not reasonably within its control, including, but not limited to, acts of civil or military authority, governmental or judicial authority, acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, fires, hurricanes, floods, strikes, lockouts, or other labor disputes or difficulties. Further, the Company shall not be liable for any loss or damage for delay or nonperformance due to the delay of a vendor's delivery of the equipment or facilities required for construction or operation of the CATV and security transport system, or for delivery of faulty equipment by a vendor.

2.5 Billing, Payment and Credit Allowances

The Customer is responsible for the payment of charges for the services furnished to the Customer by the Company under this tariff.

2.5.1 Billing

The Company shall submit monthly bills to the Customer on or before the 29th day of each month save for the month of February when said bill shall be submitted on or before the last day of that month.

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CATV TRANSPORT SERVICE

2-GENERAL REGULATIONS (Cont'd)

2.5 Billing, Payment and Credit Allowances (Cont'd)

2.5.2 Payments

All bills for service, except final bills, provided to the Customer by the Company are due on the 30th calendar day following the bill date printed on the bill and are payable in immediately available funds. Final bills are due sixteen (16) calendar days from the billing date printed on the bill.

If such payment date falls on a Sunday or on a holiday which is observed on a Monday, the payment date shall be the first non-holiday day following such Sunday or holiday. If such payment date falls on a Saturday or a holiday which is observed on a Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-holiday day preceding such Saturday or holiday.

2.5.3 Credit Allowance For Service Interruptions

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Company result in the complete loss of service to the Customer. An interruption period begins when a service difficulty is reported to the Company and ends when the service is operative.

(A) In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be as follows:

- (1) No credit shall be allowed for an interruption of less than 24 hours. The Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the monthly charges for the facility or service for each period of 24 hours or major fraction thereof that the interruption continues.
- (2) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the sum of the monthly rates.

(B) No Credit allowance will be made for:

- (1) Interruptions caused by the negligence of the Customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the Customer or others.

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CATV TRANSPORT SERVICE

2-GENERAL REGULATIONS (Cont'd)

2.5 Billing, Payment and Credit Allowances (Cont'd)

2.5.3 Credit Allowance For Service Interruptions (Cont'd)

(B) No Credit allowance will be made for: (Cont'd)

- (3) Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of a service when the Customer has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service. Thereafter, a credit allowance applies.
- (5) Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (6) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.
- (7) Periods of interruption involving Maintenance of Service charges as set forth in Section 2.6.3.

2.6 Provision of Services

2.6.1 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventive maintenance and major switching machine change-out. Generally, such activities are not service specific, but may affect the Customer's services. If it becomes necessary for the Company to interrupt service for planned maintenance, alteration or repairs, the Company shall notify the Customer at least 24 hours in advance of the interruption, so that the Customer may notify the subscribers. This notification is not required if the maintenance, alteration or repair is unforeseen or unavoidable. Should a CATV transport system outage of 24 hours or longer occur which affects a majority of subscribers, the Customer shall receive a credit as specified in Section 2.5.3 preceding.

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2-GENERAL REGULATIONS (Cont'd)

2.6 Provision of Services (Cont'd)

2.6.2 Joint Undertaking

The provision of services by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer or the subscriber for the furnishing of any service.

2.6.3 Maintenance of Service Charge

A Maintenance of Service Charge is assessed whenever the Company responds to a repair or maintenance request and, upon dispatch and inspection, the problem is found not to be in facilities, services or components either furnished by the Company or for which the Company has a responsibility.

In the event the Company is dispatched to a subscriber premises or Customer location to effect repairs and that dispatch is the result of a repair call from the Customer, then the Customer will be subject to a Maintenance of Service Charge.

If a Maintenance of Service Charge is applicable, no credit allowance is allowed for time out-of-service. If technicians from the Company do not initially find trouble in the Company's facilities but the trouble is later determined to be in the Company's facilities, no charge is applicable.

2.7 Definitions

Access Termination - The term "Access Termination" denotes the capability afforded a subscriber of accessing services provided by the Customer via the CATV transport system at the coaxial cable splitter.

CATV Transport System - The term "CATV Transport System" denotes the CATV transport facilities.

Cable Television Service - The term "Cable Television Service" denotes the provision of video programming services by the Customer to its subscribers by means of CATV transport facilities provided by the Company.

Customer - The term "Customer", as used in this tariff, denotes Telcom International, its successors and assigns.

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CATV TRANSPORT SERVICE

2-GENERAL REGULATIONS (Cont'd)

2.7 Definitions (Cont'd)

Demarcation Point - The term "Demarcation Point" denotes the point in the Company's CATV transport system where its CATV transport facility meets and is interconnected with the subscriber's premises CATV inside wiring.

Directional Coupler - The term "Directional Coupler" denotes a network or device that diverts a predetermined amount of its input signal to one of two outputs with the remaining balance of the input energy being presented to a second output.

Head End - The term "Head End" denotes the interface point at which the video signal is received, assembled, processed and picked up by the Company to be transmitted over the CATV transport system.

Premises - The term "Premises" denotes the space occupied by the Subscriber or user of the Heathrow Community CATV transport service.

Subscriber - The term "Subscriber" denotes the party contracting to, using, or agreeing to receive the services offered by the Customer, i.e., the end user.

2.8 Rate Application

(N)(x)

The rate found in Section 3.4 following, applies to the service terminated at the Marriott Hotel. The rate is expressed as a single charge for service provided through October 8, 2007.

(N)(x)
(N)(x)
(N)(x)

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CATV TRANSPORT SERVICE

3-RATES AND CHARGES

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	<u>USOC</u>
3.1 <u>Service Establishment Charges</u>			
3.1.1 CATV Access Termination, per Residence subscriber or per termination	N/A	\$ 16.00	
3.2 <u>Monthly Rates</u>			
3.2.1 CATV Transport Charge, per subscriber, per month, or any portion thereof			
(A) Residence, single family	\$ 8.00	N/A	W00ZT
(B) Residence, multi family	\$ 6.50	N/A	W00ZU
3.3 <u>Maintenance of Service Charge,</u> per occurrence	N/A	\$ 25.00	
		<u>Charge</u>	(N) (x)
3.4 <u>CATV Access Termination,</u> <u>for Marriott Hotel</u>		\$7,300.00	(N) (x) (N) (x)

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