

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JANUARY 14, 2003

TARIFF F.C.C. NO. 1
 571ST REVISED PAGE 1
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EFFECTIVE: JANUARY 15, 2003

ACCESS SERVICE
 CHECK SHEET

The Title Page and Pages 1 to 22-27 and Supplement No. 113 inclusive of this tariff are effective as of the date shown.

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2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.6 Design of Customer Services (Cont'd)

procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.7 References to the Telephone Company

The customer may, in response to direct customer inquiry, advise End Users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to End Users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services. Names of Telephone Company services and Service Marks or Trademarks owned by BellSouth Intellectual Property Corporation may not be used by any entity obtaining services pursuant to this tariff except under an express, written, license agreement with the Telephone Company or BellSouth Intellectual Property Marketing Corporation. (C)
(N)
(N)
(N)
(N)
(N)

2.3.8 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or demands including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.

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25 – Contract Tariffs

25.7 Promotions (N)

25.7.3 BellSouth ADSL Service – Promotion 3 (N)

25.7.3.1 General Regulations (N)

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period beginning January 15, 2003, and ending June 30, 2003. (N)
- (B) The rates and charges for BellSouth ADSL Service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23. (N)
- (C) Customers will receive credits as described in 25.7.3.2(B), 25.7.3.2(C), and 25.7.3.2(D) following. (N)
- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to the following Metropolitan Statistical Areas (MSAs) listed below as defined in Section 23 of this Tariff. (N)
 - Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, West Palm Beach, Wilmington, Columbia, Evansville, Louisville, Owensboro, Lafayette, Birmingham, Huntsville, Mobile, Panama City, Augusta, Columbus, Lexington-Fayette, New Orleans, Asheville, Charleston, Greenville, Clarksville-Hopkinsville (N)

25.7.3.2 Description (N)

- (A) BellSouth ADSL Service VCs may be ordered under Terms and Conditions specified following, during the period of January 15, 2003 through June 30, 2003. (N)
- (B) Customer will receive a credit equal to 50% of the nonrecurring charge stated in 23.5.2.21(A)(2), (B), and (C) for Virtual Circuits on all orders placed and installed between January 15, 2003 and June 30, 2003. Credit will appear on customer's second monthly invoice. (N)
- (C) Customer will receive an additional credit equal to 50% of the nonrecurring charge stated in 23.5.2.21(B) and (C) for Virtual Circuits on all orders placed and installed between January 15, 2003 and June 30, 2003 under a 13 month or greater term agreement. Credit will appear on customer's second monthly invoice. (N)
- (D) Customer will receive a credit equal to the thirteenth month's recurring charge stated in 23.5.2.21(A)(2), (B), and (C) for Virtual Circuits on all orders placed between January 15, 2003 and June 30, 2003 and installed within two calendar weeks after ordering. Credit will appear on customer's fourteenth monthly invoice. (N)