

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: FEBRUARY 20, 2003

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REFERENCE TO OTHER PUBLICATIONS (CONT'D)

The following publications, referenced in this tariff, may be obtained from BellSouth Telecommunications, Inc., Regional Documentation Coordinator, 20th Floor, 600 North 19th Street, Birmingham, AL 35203.

TR-73575 Issued: February, 1994	Available: February, 1994
TR-73575, Addendum 1 Issued: November, 1994	Available: November, 1994
TR-73583 Issued: November, 1994	Available: September, 1994
TR-73592 Issued: June, 1995	Available: June, 1995
BellSouth Enhanced Originating Line Screening (EOLS) Service Technical Reference TR-73604 Issued: July, 1997	Available: August, 1977
TR-73606 Issued: April, 1998	Available: April, 1998
TR-73607 Issued: April, 1998	Available: April, 1998
TR-73608 Issued: April, 1998	Available: April, 1998
TR-73609 Issued: April, 1998	Available: April, 1998
TR-73611 Issued: April, 1998	Available: April, 1998
BellSouth ADSL Service TR-73612 Issued: April, 2001	Available: April, 2001
TR-73621 Issued: September, 1999	Available: September, 1999
TR-73624 Issued: March, 2002	Available: March, 2002
TR-73630 Issued: October, 2002	Available: October, 2002

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(16) (Cont'd)

- (b) In case of an interruption to Managed Shared Frame Relay Service and/or Managed Shared ATM Service, a Service Continuity Credit as follows (instead of the standard Fast Packet Access Service credit allowance for outages set forth previously in (a)) shall apply for service outages according to the schedule provided below if the outage is not due to situations set forth in 2.4.4.(C). The customer will be credited the percentage of his effective monthly rate for the MSFRS Connections or MSATMS Connections that are affected by the service interruption (i.e., effective monthly rate meaning the monthly rate discounted by the appropriate Fast Packet Savings Plan discount percentage, if applicable) based upon the period of the actual service outage as set forth in the following chart:

Duration of Service Outage	Service Continuity Credit Percentage
0 - 240 minutes	0%
241 - 360 minutes	33%
361 - 480 minutes	66%
Over 480 minutes	100%

For the services impacted by the service outage, the rate elements used to determine the Service Continuity Credit amount shall be as follows:

- For Managed Shared Frame Relay Service: MSFRS Connections
- For Managed Shared ATM Service: MSATMS Connections

- (17) For BellSouth Wavelength service a credit for a service interruption of thirty minutes or more per occasion shall be 100 percent of the monthly charge associated with the affected service element(s). All credit allowances shall begin from the time of notice by the customer to the Company and will end when the service is operative. A customer must report the outage in order to receive service outage credit. The total credit received in any month shall not exceed the monthly rate for the service.

(N)
(N)
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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(C) Fast Packet Services Payment Plan (Cont'd')

(9) Prepayment (Cont'd)

- When a customer who has prepaid recurring monthly rates replaces the existing Fast Packet SPP arrangement with a new Fast Packet SPP arrangement, the customer will be credited with that portion of the prepayment amount, representing a prepayment of the monthly recurring rates remaining in the existing Fast Packet SPP arrangement.
- Customers who prematurely disconnect will have Termination Liability Charges deducted from the unused prepaid balance. The remaining prepaid balance, if any, will be credited to their bill.

(D) Transport Payment Plan (TPP)

(1) General

(a) The regulations and terms specified herein are applicable only to LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring, SMARTRing (a.k.a. BellSouth SPA Dedicated Ring), BellSouth Native Mode LAN Interconnection Service, and/or BellSouth DS1 Diverse service Special Access (a.k.a. BellSouth SPA) services and BellSouth Wavelength service as indicated in the rate regulations in Sections 6, 7 and 29 of this tariff. (C)

(b) The TPP allows customers to pay stabilized monthly rates for fixed service periods selected by the customer. The three payment plans offered are as follows:

- Payment Plan A, service periods may be selected from 12 months to 36 months in length.
- Payment Plan B, service periods may be selected from 37 months to 60 months in length.
- Payment Plan C, service periods may be selected from 61 months to 96 months in length.

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(1) General (Cont'd)

- (c) Conversions of existing CSPP arrangements for BellSouth DS1 Diverse service, LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) service(s) to a TPP arrangement must be initiated by the customer.
- (d) For conversions to the TPP arrangement, the number of months under the TPP arrangement must equal or exceed the number of months remaining under the CSPP arrangement.
- (e) Termination liability charges and nonrecurring charges will not apply when a CSPP customer converts to a TPP arrangement.
- (f) When the customer renews a TPP arrangement and the sum of months in service added to the new contract period is greater than the number of months for which the service is available under a TPP, the current Payment Plan C rates will apply.
- (g) When the customer orders service to be provided under a TPP arrangement, the customer must designate to the Telephone Company the payment plan desired.
- (h) Rates stabilized under a TPP arrangement are exempt from Telephone Company initiated increases, however, decreases for any rate element will automatically be reflected in the rates charged to the customer.
- (i) Conversions of BellSouth DS1 Diverse service, BellSouth Wavelength service, LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) TPP arrangements to a higher order of CSPP service are allowed. (C)

(2) Application of Rates

- (a) The stabilized monthly recurring rates as set forth in Sections 6, 7 and 29 following are set as of the Application Date for BellSouth DS1 Diverse service, BellSouth Wavelength service, LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring, BellSouth Native Mode LAN Interconnection Service and/or SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), provided that the actual service date does not exceed the later of the following: (C)
- (1) the Service Date under a standard service interval, or
- (2) the earliest date by which service can be made available to the customer by the Telephone Company. (C)

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(2) Application of Rates (Cont'd)

- (b) If the customer desires a service date later than as provided in (a) preceding, the stabilized monthly recurring rates in effect on the service date are applicable.

(3) Additions

- (a) Additions of services or rate elements, to existing BellSouth DS1 Diverse service to activate spare or unused capacities, must be activated under the same rate plan as the existing TPP arrangement. LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) channel interfaces must be activated as set forth in Sections 6 and 7 following.

(4) Disconnects

- (a) Except as provided in 2.4.8(D)(4)(b) through (f) following, when a BellSouth DS1 Diverse service, BellSouth Wavelength service, LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring, BellSouth Native Mode LAN Interconnection Service and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) rate element is disconnected prior to being in service for a 12-month period, (e.g., the minimum term for a Plan A TPP), the termination liability charge will be derived by multiplying the difference in rates between the current month-to-month rate and the rate for the TPP arrangement selected. For example, a customer subscribes to a TPP for 24 months (Plan A) and terminates service after 10 months. The termination liability charge will be applied by multiplying the number of months in service (10) by the difference between the month-to-month and Plan A monthly rates. With the exception of Renewal Options in 2.4.8. (D)(7) following, a four month minimum service period for BellSouth DS1 Diverse service, BellSouth Wavelength service, LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) and a twelve month minimum service period for BellSouth Native Mode LAN Interconnection will be applicable and all month-to-month regulations will apply. (C) (C)

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(4) Disconnects (Cont'd)

When a BellSouth DS1 Diverse service, BellSouth Wavelength service, LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring, BellSouth Native Mode LAN Interconnection Service or SMARTRing service (BellSouth SPA Dedicated Ring) TPP customer disconnects a rate element prior to the 12 month TPP minimum, all current month-to-month nonrecurring charges associated with the BellSouth DS1 Diverse service, BellSouth Wavelength service, LightGate (a.k.a. BellSouth SPA Point to Point Network) system, BellSouth Dedicated Ring or the SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) ring level rate elements will apply. Also, for SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) channel interfaces installed on or after December 2, 1997, the current month-to-month nonrecurring charges will apply for rate elements disconnected prior to the 12-month TPP minimum. (C)

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(4) Disconnects (Cont'd)

(a) (Cont'd)

BellSouth DS1 Diverse service rate elements are defined as Local and Interoffice Channels. LightGate system (a.k.a. BellSouth SPA Point to Point Network) rate elements are defined as LightGate (a.k.a. BellSouth SPA Point to Point Network) service Local and Interoffice Channel Systems including SAFT Levels I and II. BellSouth Dedicated Ring and SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) service ring level rate elements are defined as following: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node. BellSouth Wavelength service rate elements are defined as Wavelength Channels. (C)

- (b) Except as provided in Section 2.4.8(D)4 (c) through (f) following, when a BellSouth DS1 Diverse service, BellSouth Wavelength service, LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring, BellSouth Native Mode LAN Interconnection Service or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) TPP customer disconnects services or rate elements prior to the minimum number of months for the plan period selected, termination liability charges will apply. The termination liability charge will be derived at the time of disconnection by taking the difference between the rate for the TPP period for which the customer subscribed, and the rate for the TPP period that the customer's completed service would otherwise qualify, and multiplying the difference by the number of months service the customer completed under a TPP. For example, a customer subscribes to a TPP for 73 months (Plan C) and terminates service after 20 months (Plan A). The termination liability charge will be applied by multiplying the number of months in service (20) by the difference between the Plan A and Plan C monthly rates. When a BellSouth DS1 Diverse service, BellSouth Wavelength service, LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring, BellSouth Native Mode LAN Interconnection Service or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) customer disconnects service after the minimum number of months for the TPP arrangement selected but prior to the actual expiration date of the TPP arrangement, termination liability charges do not apply. (C)

(M)

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd) (N)

2.4.8 Optional Payment Plans (Cont'd) (N)

(D) Transport Payment Plan (Cont'd) (N)

(4) Disconnects (Cont'd) (N)

(c) When a TPP arrangement is disconnected prior to the expiration of a plan period due to a customer requested change to a higher order of service at the same location, or to expand or upgrade an existing service, termination liability charges will not apply when: (M)

(1) the customer has completed at least 6 months of the originally selected TPP service period, and (M)

(2) the service period of the new arrangement for the new service is equal to or longer than the remaining service period of the disconnected arrangement, and (M)

(3) the service orders to install the new service and disconnect the old service are related together and received by the Telephone Company at the same time, and there is no lapse in service between installation of the higher order of service and disconnection of the existing service, and (M)

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(4) Disconnects (Cont'd)

(c) (Cont'd)

(M)

- (4) the capacity of the new service is equal to or greater than the existing service. For converting LightGate service (a.k.a. BellSouth SPA Point to Point Network) to SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring), the capacity of the LightGate service (a.k.a. BellSouth SPA Point to Point Network) is considered to be the quantity of DS3s activated on the LightGate service (a.k.a. BellSouth SPA Point to Point Network).

For the purposes of determining a higher order of service in all payment plans, the following ranking will be used (Analog Voice Grade (a.k.a. BellSouth SPA DS0 VG) service=lowest, SMARTRing (a.k.a. BellSouth SPA Dedicated Ring)=highest):

1. Analog Voice Grade (a.k.a. BellSouth SPA DS0 VG) services
2. DS0 (a.k.a. BellSouth SPA DS0 Digital Data) Services
3. DS1 (a.k.a. BellSouth SPA DS1) Services
4. BellSouth DS1 Diverse Service
5. SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring)
6. BellSouth Wavelength Service
7. LightGate service (a.k.a. BellSouth SPA Point to Point Network)
8. BellSouth SPA Managed Shared Network Service
9. SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring)
10. SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring)/SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network)/BellSouth Managed Shared Ring service/BellSouth Dedicated Ring

(N)

(T)

(T)

(T)

(T)

- (d) A termination liability charge will not apply to disconnects of channel interfaces associated with LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring and/or SMARTRing service(s) (a.k.a. BellSouth SPA Dedicated Ring).
- (e) Disconnects, moves, or rearrangements involving the removal of the following BellSouth Dedicated Ring and SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) rate elements, local channel, interoffice channel, customer node and central office node, to allow the placement of additional nodes and channels for existing customers where the total number of nodes does not decrease, will not be subject to termination liability charges.

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(4) Disconnects (Cont'd)

- (f) A change of jurisdiction from interstate to intrastate service constitutes a disconnection of service for which termination charges are applicable. However, if such service continues between the same serving locations, and the customer enters into a new TPP arrangement in the intrastate jurisdiction for the same or larger service capacity and associated rate elements for a service period equal to or greater than the service period remaining under the interstate TPP arrangement, no interstate termination liability charge will be applicable.

(5) Moves of Service Under TPP

- (a) Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply as stated in 7.4.5, 7.5.9, 23.5, 29.1.7 and 29.1.9 except as provided in 2.4.8(D)(5)(c) following. A four month minimum service period must be satisfied for all service rate elements serving the original building location. (C)
- (b) Moves of service within the same building will not constitute a disconnection of service for purposes of the application of termination liability charges. Current month-to-month nonrecurring charges specified in 7.4.5, 7.5.9, 23.5, 29.1.7 and 29.1.9 are applicable. (C)
- (c) Termination Liability Charges will not apply to customer requests for moves of service to a different building subject to the following conditions:
- The move from the original location to the new location must be completed within thirty days of the original premises disconnect date. For LightGate systems (a.k.a. BellSouth SPA Point to Point Network), the new customer premises must be served by the same serving wire center as the original location.
 - No lapse in billing will occur for moves of service under a TPP arrangement.
 - Orders to disconnect the existing service and reestablish it at the new location must be related together and received by the Telephone Company at the same time.

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(5) Moves of Service Under TPP (Cont'd)

(c) (Cont'd)

- Any additions made at the new location will be handled in accordance with (3) preceding.
- All regulations and charges for changes made to the service coincident with the move will apply.
- All appropriate nonrecurring charges for moves of service as specified in 7.4.5, 7.5.9, 23.5, 29.1.7 and 29.1.9 following will apply. (C)

Any rate elements or quantities for local channels, interoffice channels, wavelength channels and/or optional features and functions from the original location that are not reestablished at the new location will be subject to applicable Termination Liability Charges. (C)

(6) Requests for Changes in Length of Service Period

- (a) Subsequent to the establishment of a TPP arrangement, and prior to the completion of the selected service period for that arrangement, the TPP arrangement may be replaced by a new TPP arrangement at rates and charges in effect on the first day of service under the new TPP arrangement, subject to the following conditions:
 - No credit will be given for payments made under the original TPP arrangement, except for credits allowed under 2.4.8(D)(9)(A) following.
 - The service period selected for the new TPP arrangement begins on the new TPP effective date but not later than the expiration date of the TPP being replaced.
 - Nonrecurring charges do not apply for existing services.

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(6) Requests for Changes in Length of Service Period (Cont'd)

(a) (Cont'd)

- If the new TPP arrangement has a service period shorter in length than the time remaining under the service period for the existing TPP arrangement, the change to the new TPP arrangement constitutes a disconnection of the existing TPP arrangement for which termination liability charges apply.

(7) Renewal Options

- (a) When a service period under an existing CSPP or TPP arrangement is completed, the customer may select a new TPP arrangement at rates and charges in effect on the first day of service under the new TPP arrangement, continue service under the month-to-month rates, or discontinue service with no termination liability charge. If the customer does not elect to either discontinue service or continue service under a new TPP arrangement, service will be continued under month-to-month rates. The TPP customer of record will have a 60-day grace period after which current month-to-month rates will apply. The stabilized monthly recurring rates as set forth in Sections 7 and 29 following remain in effect during the 60-day grace period. (C)
- (b) Any new services added to a customer's network or changes to existing services at the time of renewal will be subject to all appropriate nonrecurring charges and four month minimum service period requirements.
- (c) When a customer renews a TPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
- (d) To determine the appropriate TPP 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 months of the proposed service period of the TPP arrangement.
- (e) Recognition of previous service will be given to customers who renew an existing TPP 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 TPP arrangement is equal to or greater than the remaining service period of the original TPP arrangement. Recognition for satisfying the four month service period as appropriate for the service will be given for renewals of the same size channels, systems, rings, and all associated rate elements. Conversion to larger systems and rings will incur new four month minimum service requirements.

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(7) Renewal Options (Cont'd)

(f) Recognition of previous service will be given to month-to-month customers who convert to a TPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided the four month minimum service period for that service has been met.

(g) Recognition of previous service will be given to TPP customers who convert from CSPP arrangements provided the customer is the original customer of record at the time of transfer.

(h) When an existing BellSouth DS1 Diverse service, BellSouth Wavelength service, LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring, BellSouth Native Mode LAN Interconnection Service and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) customer has completed the selected TPP commitment period and the service reverts to month-to-month service, only the month-to-month service will receive recognition for determining the appropriate TPP arrangement or any subsequent TPP arrangement. (C)

(8) Transfer of Service

(a) Service transferred to a new customer at the same location in accordance with 2.1.2 preceding does not constitute a disconnect of service or a discontinuance of an existing TPP arrangement.

(9) Prepayment

(a) Upon entering into a TPP arrangement, the customer may prepay the outstanding recurring monthly rates in whole or in part for all rate elements included in the TPP arrangement. The following conditions apply:

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(E) BellSouth Transport Savings Plan (TSP)

- (1) The BellSouth Transport Savings Plan (TSP) allows customers to receive credits applied to their bill in exchange for having maintained a specified level of Special Access and Switched Access transport services recurring billing for a specified period of time. The credits provided under this plan apply to eligible transport services. Eligible transport services are: Voice Grade (a.k.a. BellSouth SPA DS0 VG) Service, Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data), DS1 High Capacity (a.k.a. BellSouth SPA DS1) Service, Alternate Serving Wire Center Service, LightGate Service (a.k.a. BellSouth SPA Point to Point Network), BellSouth SPA Managed Shared Network Service, Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing Service) (a.k.a. BellSouth SPA Dedicated Ring), excluding Surveillance and Reconfiguration rate, SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring Network) elements and BellSouth Native Mode LAN Interconnection Service as set forth in Section 7 of this Tariff, BellSouth Dedicated Ring, excluding the Surveillance rate element, BellSouth Managed Shared Ring Service, BellSouth SWA DS0, BellSouth SWA DS1 and BellSouth SWA DS3 services as set forth in Section 6 of this Tariff and BellSouth Wavelength service as set forth in Section 29 of this tariff.. (C)
(C)
- (2) The eligible transport services as set forth in 2.4.8(E)(1) preceding that are included in a Channel Services Payment Plan (CSPP), a Transport Payment Plan (TPP) or an Area Commitment Plan (ACP) may also be included in a BellSouth TSP or vice versa.
- (3) To subscribe to the BellSouth TSP the customer must have had SPA or SWA Dedicated Transport service, as set forth in 2.4.8(E)(5) following for the six month period prior to enrolling. When the customer subscribes to the BellSouth TSP it must identify to the Telephone Company all Access Customer Name Abbreviations (ACNAs) to be included in the BellSouth TSP. Any additions after the BellSouth TSP is established will be handled as a merger or acquisition as set forth in 2.4.8(E)(11) and 2.4.8(E)(12) following.
- (4) The term of a BellSouth TSP is five (5) years. The BellSouth TSP effective service date will be negotiated by the Telephone Company and the customer. Credits will begin with the first bill period following the negotiated service date of the BellSouth TSP. At the end of a five (5) year TSP term, in-lieu of establishing a new TSP agreement and the associated termination schedule, a customer can receive automatic extensions of their existing TSP term in one-year increments. During an extension period, the customer will continue to receive the credits associated with their Billing Volume Band, based on the Plan Year 5 credit percentage. Also during an extension period, a customer may upgrade to the next higher Billing Volume Band and receive the Plan Year 5 credit percentage for the higher Billing Volume Band. During an automatic extension period, the termination schedule will be reduced as described in 2.4.8(E)(10) following.

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA Service (Cont'd)

5.4 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(4) (Cont'd)

(e) Cancellation Charge Percentages (Cont'd)

TYPE SERVICE/ CRITICAL AFTER: APP DATES BEFORE: <u>SID</u>	<u>SID</u>	<u>LAM</u>	<u>EIRD</u>	<u>DLRD</u>	<u>RID</u>	<u>DVA</u>	<u>WOT</u>	<u>FCD</u>	<u>PTD</u>	<u>DD</u>	
MANAGED SHARED FRAME RELAY <u>SERVICE</u>	10.73	18.98	24.44	29.91	35.71	36.53	48.17	62.44	81.19	98.42	100
MANAGED SHARED <u>ATM SERVICE</u>	15.04	21.89	26.53	30.77	35.26	35.91	45.26	56.76	78.36	98.71	100
BELLSOUTH WAVELENGTH <u>SERVICE</u>	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100

(N)
(N)
(N)

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.4 Cancellation of an Access Order (Cont'd)

- (C) When a customer cancels an order service for BellSouth Wavelength service, LightGate service (a.k.a. BellSouth SPA Point to Point Network) system, BellSouth Dedicated Ring or SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) prior to the beginning of the selected service period, the customer will be liable for all capital expenses incurred by the Telephone Company in provisioning the BellSouth Wavelength service, LightGate service (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring or SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), as of the date the order is canceled by the customer. The charges billed to the customer will not exceed an amount equal to the minimum period for the service as set forth in 7.4 and 29.1.4 following of this tariff at the month-to-month rates set forth in 7.5 and 29.1.9 following of this tariff. Such charges will be billed in addition to and subsequent to the cancellation charges set forth in 5.4 (B) preceding. (C)

- (D) When a customer cancels an order for a single BellSouth ADSL service VC, or multiple VCs included in a MVC arrangement, prior to the Service Due Date, no charges apply. Except as specified in 7.4.29(G), cancellation of an order for the installation of a BellSouth ADSL service VC on or after the DD will require payment of a Termination Liability Charge and all nonrecurring charges appropriate for installation of BellSouth ADSL service VCs. (C)

When a customer cancels an order for BellSouth ADSL service, End-User Aggregation, Destinations or Sessions, prior to the service date, no charges apply. Cancellation of an order for BellSouth ADSL service, End-User Aggregation, Destinations or Sessions on or after the DD will require payment of a charge equal to all nonrecurring charges appropriate for installation of a new BellSouth ADSL service, End-User Aggregation, Destinations or Sessions.

- (E) When a customer makes a firm order commitment to establish an Aggregation Location for SMARTGate service (a.k.a. BellSouth Managed Shared Ring Network) or BellSouth Managed Shared Ring service and subsequently cancels the commitment to establish the Aggregation Location prior to the beginning of the location's service date, the customer will be liable for all capital expenses incurred by the Telephone Company in establishing the location, as of the date the commitment is canceled by the customer.
- (F) When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- (G) If the Telephone Company misses a service date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., acts of God, governmental requirements, work stoppages and civil commotion), the customer may cancel the Access Order without incurring cancellation charges.

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.6 Minimum Period

- (A) Except as set forth in (B), (C), 7.4.27, 9.1.4(A), 13.3.5(C)(1)(b), (c) and (d), and 29.1.4 following, the minimum period for which charges are applicable for Access Service is one month. (C)
- (B) The minimum period for part-time Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video), DS3 Digital Video (a.k.a. BellSouth SPA DS3 Digital Video) and Program Audio (a.k.a. BellSouth SPA Program Audio) Special Access (a.k.a. BellSouth SPA) services is one day even though the service will be provided only for the duration of the event specified on the order (e.g., one-half hour, two hours, five hours, etc.).
- (C) The minimum period for BellSouth Remote Access Service is twelve months.
- (D) Service Rearrangements as set forth in 6.7.1(D)(3), 7.4.1(C)(3) and 29.1.7(B)(1) and Transfer of Service as set forth in 6.7.1(D)(4), 7.4.1(C)(4) and 29.1.7(B)(2) following for BellSouth SWA, Special Access (a.k.a. BellSouth SPA) services and Optical Transport Access services respectively, may be made without a change in minimum period requirements. (C)
(C)
(C)
- (E) Changes, other than those identified in 6.7.1(D)(3) and (4) and 7.4.1(C)(3) and (4) and 29.1.7(B)(1) and (2) following, will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service. A new minimum period will be established for the new service. The customer will also remain responsible for all outstanding minimum period obligations associated with the disconnected service. (C)

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

- (1) A move to a different building as set forth in 6.7.7, 7.4.5 or 29.1.7 following. (C)
- (2) A change in type of service (i.e., BellSouth SWA to Special Access (a.k.a. BellSouth SPA), one type of Special Access (a.k.a. BellSouth SPA) service to another, or one type of BellSouth SWA Access service to another except as set forth in 6.7.6 following).
- (3) A change in the type of BellSouth SWA Local Channel, Special Access (a.k.a. BellSouth SPA) Service Local Channel or Optical Transport Access Service Wavelength Channel. (C)
(C)

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(N)

27 – RESERVED FOR FUTURE USE

(N)

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ACCESS SERVICE

29 – Optical Transport Access Services

29.1 BellSouth Wavelength Service

29.1.1 General Description

- (A) BellSouth Wavelength Service provides high volume optical transport in a point-to-point configuration. BellSouth Wavelength Service provides a customer with a solution that provides a transparent optical transport that supports a minimum and maximum bandwidth per optical signal. BellSouth Wavelength service is capable of transporting digital optical signals at industry standard data speeds such as 100 Mbps, 200 Mbps, 270 Mbps, 1.0625 Gbps, 1.25 Gbps and SONET speeds such as 52 Mbps, 155 Mbps, 622 Mbps and 2.5 Gbps.
- (B) BellSouth Wavelength Service is available in two maximum transmission speeds: 100 Mbps to 1.25 Gbps and 52 Mbps to 2.5 Gbps. The following chart lists the interfaces available and examples of the customer generated digital optical signals that can be transported for each speed:

<u>Bandwidth</u>	<u>Interface to customer (Wavelength in nm)</u>	<u>Type of Fiber</u>	<u>Example Speeds of Customer generated digital signals transported:</u>
100 Mbps to 1.25 Gbps	850 nm	Multimode; 2-fiber interface	100 Mbps, 200 Mbps, 1.0625 Gbps, 1.25 Gbps
52 Mbps to 2.5 Gbps	1310 nm, 1550 nm, Single ITU Grid (up to 1580 nm)	Single Mode; 2-fiber interface	52 Mbps, 100 Mbps, 155 Mbps, 200 Mbps, 270 Mbps, 622 Mbps, 1.0625 Gbps, 1.25 Gbps, 2.5 Gbps

- (C) It is the customer's responsibility to inform BellSouth which type of interface they require.
- (D) Electrical interfaces and multiplexing functions are not available with this service. Transport of a customer-generated SONET optical signal is supported; however, SONET functionality is not supported with this service.
- (E) BellSouth Wavelength Service is furnished where suitable facilities are available as determined by the Telephone Company.

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29 – Optical Transport Access Services

29.1 BellSouth Wavelength Service (Cont'd)

29.1.2 Technical Specifications

The technical specifications and customer interfaces for BellSouth Wavelength service are contained in BellSouth Technical Reference #73630.

29.1.3 Ordering Options and Conditions

(A) The Access Order, as set forth in Section 5 preceding, is used in the provisioning of BellSouth Wavelength Service. Also included in that section are other charges which may be associated with ordering BellSouth Wavelength Service (e.g., Service Date Change Charges, Cancellation Charges, etc.).

(B) A Service Inquiry will be necessary to determine availability of service. A Service Inquiry is a request to the Telephone Company to determine if facilities exist to provide the requested service and to determine the service dates on which service can be provided to the customer.

29.1.4. Minimum Period

The minimum service period for BellSouth Wavelength service is four months.

29.1.5 Allowance for Interruptions

Allowance for interruptions to service will be in accordance with the provisions set forth in section 2.4.4 of this Tariff.

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ACCESS SERVICE

29 – Optical Transport Access Services

29.1 BellSouth Wavelength Service (Cont'd) (N)

29.1.6 Regulations (N)

- (A) The regulations, rates and charges specified herein are in addition to other regulations, rates and charges as specified in this tariff. (N)
- (B) BellSouth Wavelength Service is available at month-to-month rates with a four month minimum service period. When a service is discontinued prior to the expiration of the minimum period, all charges are applicable for the remaining portion of the minimum period. Service is also available under a Transport Payment Plan (TPP) as specified in Section 2.4.8(D) preceding. (N)
- (C) BellSouth Wavelength Service is available for use with the BellSouth Transport Savings Plan subject to the regulations provided in Section 2.4.8(E) preceding. (N)
- (D) BellSouth Wavelength Service provides transport of digital optical signals only. Analog optical signals are not supported. It is the customer's responsibility to generate the appropriate digital optical signal. (N)
- (E) BellSouth Wavelength Service will only be provided where both customer locations are within BellSouth territory. (N)

29.1.7 Rate Regulations (N)

Rates and charges are specified in 29.1.9 following for BellSouth Wavelength Service. There are two types of rates and charges – monthly rates and nonrecurring charges. (N)

(A) Monthly Rates (N)

Monthly rates are flat recurring rates that apply each month or fraction thereof that a BellSouth Wavelength service is provided. For billing purposes, each month is considered to have 30 days. (N)

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ACCESS SERVICE

29 – Optical Transport Access Services

29.1 BellSouth Wavelength Service (Cont'd)

29.1.7 Rate Regulations (Cont'd)

(B) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service).
Nonrecurring charges do not apply when rate elements are ordered under TPP arrangements.

(1) Service Rearrangements

Service rearrangements are changes to existing (installed) services which do not result in either a change in the minimum period requirements as set forth in 5.6.(E) preceding or a change in the physical location of the point of the termination at a customer designated premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts. Changes in the physical location of the point of termination are treated as moves and are described and charged for as set forth in (C) following. A change which results from a transfer of service is described in (2) following.

The charge to the customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves actual physical change to the service.

Administrative changes, as identified below, will be made without charges to the customer. Such changes require the continued provision and billing of the Access Service to the same entity (i.e., customer remains responsible for all outstanding indebtedness for the Access Service). Administrative changes are as follows:

- Change of customer name (i.e., the customer of record does not change but rather the customer of record changes its name – e.g., AT&T-Long Lines to AT&T-Communications),
- Change of customer or customer's end user premises address when the change of address is not a result of a physical relocation of equipment,
- Change in billing data (name, address, or contact name or telephone number. The customer of record does not change),
- Change of customer circuit identification,
- Change of billing account number,
- Change of customer or customer's end user contact name or telephone number, and
- Change of jurisdiction

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ACCESS SERVICE

29 – Optical Transport Access Services

29.1 BellSouth Wavelength Service (Cont'd) (N)

29.1.7 Rate Regulations (Cont'd) (N)

(B) Nonrecurring Charges (Cont'd) (N)

(2) Transfer of Service (N)

When a change in billing data (e.g., name, address, contact name, (N)
or telephone number) is requested in association with a change in (N)
the customer of record, transfer of service charges, as set forth (N)
in 7.5.12 preceding will apply. Charges are applied on a Billing (N)
Account Number (BAN) and per circuit basis. (N)

(C) Moves (N)

A move involves a change in the physical location of one of the (N)
following: (N)

- The Point of Termination at the customer's premises (N)
- The customer's premises (N)

The charges for the move are dependent on whether the move is to a new (N)
location within the same building or to a different building. (N)

(1) Moves Within the Same Building (N)

When a service is moved to a new location within the same building, (N)
the charge for the move will be an amount equal to one-half of the (N)
nonrecurring charge for the service termination affected. There (N)
will be no change in the minimum period requirements. (N)

(2) Moves To a Different Building (N)

Moves to a different building (customer premises) will be treated (N)
as a discontinuance and start of service and all associated (N)
nonrecurring charges will apply. Service will not be available (N)
simultaneously at both the original and new customer locations. (N)
The customer will remain responsible for satisfying all outstanding (N)
minimum period charges for the original service locations. (N)

29.1.8 Rate Categories (N)

(A) Wavelength Channel (N)

This rate category provides a point to point optical transport from (N)
customer location A to customer location B. The Wavelength Channel is (N)
available in two bandwidths – 100 Mbps to 1.25 Gbps and 52 Mbps to 2.5 (N)
Gbps. (N)

A nonrecurring charge and monthly rate applies per Wavelength Channel. (N)

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29 – Optical Transport Access Services

29.1 BellSouth Wavelength Service (Cont'd) (N)

29.1.9 Rates and Charges (N)

(A) Wavelength Channel (N)

	<u>Nonrecurring Charge</u>	<u>Month To Month</u>	<u>USOC</u>	
(1) 100 Mbps to 1.25 Gbps	\$3,000.00	\$20,000.00	LWAC1	(N)
(2) 52 Mbps to 2.5 Gbps	3,000.00	28,000.00	LWAC2	(N)

(B) Wavelength Channel (N)

	<u>Transport Payment Plan</u>			
	<u>Plan A</u>	<u>Plan B</u>	<u>Plan C</u>	
	<u>12 to 36</u>	<u>37 to 60</u>	<u>61 to 96</u>	
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>USOC</u>
(1) 100 Mbps to 1.25 Gbps	\$15,000.00	\$11,000.00	\$ 9,000.00	LWAC1 (N)
(2) 52 Mbps to 2.5 Gbps	22,000.00	17,000.00	14,000.00	LWAC2 (N)