

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JUNE 3, 2003

TARIFF F.C.C. NO. 1
 603RD REVISED PAGE 1
 CANCELS 602ND REVISED PAGE 1

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ACCESS SERVICE
 CHECK SHEET

The Title Page and Pages 1 to 29-6 inclusive of this tariff are effective as of the date shown.

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
Title	2nd	22	22nd	54	8th
1	603rd*	22.1	3rd	55	8th
1.1	1st	23	7th	56	5th
2	186th	24	7th	57	4th
2.1	57th	25	9th	58	4th
3	63rd	26	Original	59	7th
3.1	8th	27	4th	60	9th
4	156th	27.0.1	2nd	61	3rd
4.1	7th	27.1	3rd	62	7th
5	126th	27.2	6th	63	3rd
5.1	81st	27.3	3rd	63.1	3rd
5.1.1	19th	27.4	4th	64	4th
6	89th	27.5	Original	65	7th
6.1	27th	27.5.1	Original	66	3rd
6.2	Original	27.6	5th	67	7th
7	117th	27.7	9th	67.1	2nd
8	48th	27.7.1	1st	68	5th
8.1	42nd	27.8	1st*	69	4th
8.2	3rd	27.9	Original	70	5th
9	32nd	28	6th	70.1	1st
9.0.0.1	10th	29	8th	71	7th
9.0.1	11th	30	2nd	72	8th
9.0.1.1	1st	31	8th	72.1	5th
9.0.2	6th	31.1	7th*	73	5th
9.0.3	9th	32	7th	74	7th
9.0.3.1	1st	33	6th	74.1	5th
9.0.4	11th	34	6th	75	10th
9.0.5	25th	35	3rd	75.1	8th
9.0.5.1	9th	36	5th	75.2	15th
9.1	Original	37	5th	75.2.1	1st
10	1st	38	8th	76	5th
11	9th	39	5th	77	3rd
12	12th	40	7th	1-1	4th
12.1	4th	41	2nd	2-1	2nd
13	14th	42	6th	2-2	4th
14	6th	43	9th	2-3	Original
14.1	3rd	44	7th	2-4	Original
15	8th	45	7th	2-5	4th
16	3rd	46	7th	2-6	1st
17	13th	47	2nd	2-7	1st
18	13th	48	4th	2-8	2nd
18.1	4th	49	7th	2-8.1	Original
19	5th	50	5th	2-9	Original
20	13th	51	8th	2-10	Original
21	12th	52	4th	2-11	1st
21.1	Original	53	5th		

BELLSOUTH TELECOMMUNICATIONS, INC.
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TARIFF F.C.C. NO. 1
 11TH REVISED PAGE 9.0.5.1
 CANCELS 10TH REVISED PAGE 9.0.5.1

EFFECTIVE: JUNE 4, 2003

ACCESS SERVICE
 CHECK SHEET

<u>PAGE</u>	<u>Number of Revision Except as INDICATED</u>	<u>PAGE</u>	<u>Number of Revision Except as INDICATED</u>	<u>PAGE</u>	<u>Number of Revision Except as INDICATED</u>
25-70	Original	25-122	Original	25-174	Original
25-71	Original	25-123	Original	25-175	Original
25-72	Original	25-124	Original	25-176	Original
25-73	Original	25-125	Original	26-1	Original
25-74	Original	25-126	Original	26-2	Original
25-75	Original	25-127	Original	26-3	Original
25-76	Original	25-128	Original	26-4	Original
25-77	Original	25-129	Original	26-5	Original
25-78	Original	25-130	Original	26-6	Original
25-79	Original	25-131	Original	26-7	Original*
25-80	Original	25-132	Original	26-8	Original*
25-81	Original	25-133	Original	26-9	Original*
25-82	Original	25-134	Original	26-10	Original*
25-83	Original	25-135	Original	26-11	Original*
25-84	Original	25-136	Original	26-12	Original*
25-85	Original	25-137	Original	26-13	Original*
25-86	Original	25-138	Original	27-1	Original
25-87	Original	25-139	Original	28-1	Original
25-88	Original	25-140	Original	28-2	Original
25-89	Original	25-141	Original	28-3	Original
25-90	Original	25-142	Original	28-4	Original
25-91	Original	25-143	Original	28-5	Original
25-92	Original	25-144	Original	28-6	Original
25-93	Original	25-145	Original	28-7	Original
25-94	Original	25-146	Original	28-8	Original
25-95	Original	25-147	Original	28-9	Original
25-96	Original	25-148	Original	28-10	Original
25-97	Original	25-149	Original	28-11	Original
25-98	Original	25-150	Original	28-12	Original
25-99	Original	25-151	Original	28-13	1st
25-100	Original	25-152	Original	28-14	Original
25-101	1st	25-153	Original	28-15	Original
25-102	Original	25-154	Original	28-16	Original
25-103	Original	25-155	Original	28-17	1st
25-104	Original	25-156	Original	28-18	Original
25-105	Original	25-157	Original	29-1	Original
25-106	Original	25-158	Original	29-2	Original
25-107	Original	25-159	Original	29-3	Original
25-108	Original	25-160	Original	29-4	Original
25-109	Original	25-161	Original	29-5	Original
25-110	Original	25-162	Original	29-6	Original
25-111	Original	25-163	Original		
25-112	Original	25-164	Original		
25-113	Original	25-165	Original		
25-114	Original	25-166	Original		
25-115	Original	25-167	Original		
25-116	Original	25-168	Original		
25-117	Original	25-169	Original		
25-118	Original	25-170	Original		
25-119	Original	25-171	Original		
25-120	Original	25-172	Original		
25-121	Original	25-173	Original		

ACCESS SERVICE

TABLE OF CONTENTS (CONT'D)

26. BellSouth SWA Contract Tariffs

26.1	<u>BellSouth SWA Contract Tariff No. 2002-01</u>	26-1	
26.1.1	General Regulations	26-1	
26.1.2	Subscription Conditions	26-1	
26.1.3	Mergers and Acquisitions and Transfer of Service	26-3	
26.1.4	BellSouth SWA Revenue Volume Discounts	26-4	
26.1.5	BellSouth SWA Contract Tariff No. 2002-01 Volume Discount Plan	26-5	
26.2	<u>BellSouth SWA Contract Tariff No. 2003-01</u>	26-7	(N)
26.2.1	General Regulations	26-7	(N)
26.2.2	Subscription Conditions	26-7	(N)
26.2.3	Mergers and Acquisitions and Transfer of Service	26-9	(N)
26.2.4	BellSouth SWA Revenue Volume Discounts	26-9	(N)
26.2.5	BellSouth SWA Contract Tariff No. 2003-01 Volume Discount Plan	26-11	(N) (N)

27. Reserved For Future Use

28. Digital Subscriber Line Service 28-1

28.1	<u>BellSouth® Enterprise DSL Service</u>	28-1
28.1.1	Service description	28-1
28.1.2	Acceptance Testing	28-6
28.1.3	Payment Arrangements and Credit Allowances	28-6
28.1.4	Ordering Options	28-7
28.1.5	Order Modification	28-8
28.1.6	Service Configuration	28-9
28.1.7	Rate Regulations	28-10
28.1.8	Minimum Periods	28-16
28.1.9	Miscellaneous	28-16
28.1.10	Rates and Charges	28-17

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 ISSUED: JUNE 3, 2003

TARIFF F.C.C. NO. 1
 7TH REVISED PAGE 31.1
 CANCELS 6TH REVISED PAGE 31.1

EFFECTIVE: JUNE 4, 2003

ACCESS SERVICE TARIFF SUBJECT INDEX

<u>Subject</u>	<u>Section No.</u>	<u>Page</u>
Basic Service Elements Generic Names (Cont'd)		
Network Configuration		
Digital Data Access Service	7.2.8(D) (4)	7-47
(a.k.a. BellSouth SPA Digital Data)		
High Capacity Service	7.2.9(E) (4)	7-54
(a.k.a. BellSouth SPA High Capacity)		
Voice Grade		
(a.k.a. BellSouth SPA DS0 VG)	7.2.3(D) (12)	7-30
Optional Priority Installation and Repair Service		
Additional Labor	13.2	13-2
Expedited Service Order	5.3(C) (4)	5-14
Packet Switch		
Fast Select Packet	7.5.8(G)	7-142
Packet Switching Options		
CUG, Hunt Group, Call Redirection,		
Direct Call	7.2.8(D) (3)	7-46
Private Line Conditioning	7.2.3(D) (2)	7-23
Route Diversity	11.1(A)	11-1
Secondary Channel		
capability	7.2.8(A)	7-44
definition	2.6	2-68
Surrogate Client Numbers	6.3.3(A) (5)	6-88.1
Three Way Call Transfer	6.3.3(A) (8)	6-90
User Initiated Diagnostics	13.3.10(A) (2) (a)	13-62
BellSouth Dedicated Ring		
credit allowance	2.4.4(B) (8)	2-33
rate categories	6.1.3(A) (10)	6-25.8
service configurations	6.1.3(A) (10)	6-25.11
service descriptions	6.2.10(A)	6-75.8
rate regulations	6.7.20	6-155.1
rates and charges	6.8.1	6-160.4
BellSouth Managed Shared Ring		
credit allowance	2.4.4(B) (12)	2-33.3
rate categories	6.1.3. (A) (11)	6-25.16
service descriptions	6.2.11(A)	6-75.13
rate regulations	6.7.21	6-157.1.0.1
rates and charges	6.8.1	6-160.11
BellSouth SWA Contract Tariffs	26	26-1
BellSouth Wire Center Information	24	24-1
Bill day		
description	2.4.1(B)	2-21
end user access service	2.4.1(B) (1)	2-22
federal government	2.4.1(B)	2-21
other services	2.4.1(B) (2)	2-22
presubscription Service	2.4.1(B) (1)	2-22
Billing		
carrier common line access	3.8.1	3-14
end user access	4.6(A)	4-2
federal government access services	10.5	10-2
general regulations	2.4.1	2-21
more than one exchange telephone company		
providing access	2.4.7	2-36

EFFECTIVE: JUNE 4, 2003

ACCESS SERVICE

26 – BELLSOUTH SWA CONTRACT TARIFFS

26.2 BellSouth SWA Contract Tariff No. 2003-01

26.2.1 General Regulations

(A) The start date of BellSouth SWA Contract Tariff No. 2003-01 is the first bill period following execution of the Letter of Agreement with the customer.

(B) Customers may choose either a one or two year agreement that terminates upon completion.

(C) The regulations, terms, conditions and volume discounts provided herein shall apply to the customer's applicable BellSouth SWA usage and revenues achieved in the Metropolitan Statistical Areas (MSAs) defined below:

- (1) Montgomery, Alabama
- (2) Jacksonville, Florida
- (3) Miami/Ft. Lauderdale/Hollywood, Florida
- (4) Orlando, Florida
- (5) Panama City, Florida
- (6) Atlanta, Georgia
- (7) Columbus, Georgia
- (8) LaFayette, Louisiana

The BellSouth wire centers associated with the above MSAs are as set forth in Section 24 of this Tariff.

26.2.2 Subscription Conditions

(A) To subscribe to BellSouth SWA Contract Tariff No. 2003-01, the customer and the Telephone Company must execute a Letter of Agreement. The Telephone Company shall provide a Letter of Agreement for the customer to execute. The Letter of Agreement shall contain:

- (1) BellSouth SWA Contract Tariff No. 2003-01 tariff reference
- (2) Start and termination date
- (3) Customer's Name and Billing Address
- (4) Billing Account Number the credit will be applied
- (5) Access Customer Name Abbreviations (ACNAs) and Customer Identifications Codes (CICs) to be included in the BellSouth SWA Contract Tariff No. 2003-01
- (6) BellSouth SWA Contract Tariff No. 2003-01 term (i.e., one or two years)
- (7) MSAs included
- (8) Commitment Level Usage

EFFECTIVE: JUNE 4, 2003

ACCESS SERVICE	(N)
26 - BELLSOUTH SWA CONTRACT TARIFFS	(N)
26.2 <u>BellSouth SWA Contract Tariff No. 2003-01</u> (Cont'd)	(N)
26.2.2 <u>Subscription Conditions</u> (Cont'd)	(N)
(B) To subscribe to BellSouth SWA Contract Tariff No. 2003-01, the customer must have been a BellSouth SWA customer for the previous 12-months.	(N) (N)
(C) The customer's most recent 12 months local switching usage will be projected forward for 12 months. The customer's annual usage commitment level will be a minimum of 90 percent of this projection.	(N) (N) (N)
(D) When the customer subscribes to BellSouth SWA Contract Tariff No. 2003-01, the customer must identify to the Telephone Company, all Access Customer Name Abbreviations (ACNAs) and Carrier Identification Codes (CICs) to be included in BellSouth SWA Contract Tariff No. 2003-01.	(N) (N) (N) (N) (N)
(E) The customer must be the billing responsible party for all BellSouth SWA billing elements associated with the ACNAs and CICs included in the Letter of Agreement.	(N) (N) (N)
(F) Any additions after the Letter of Agreement is executed will be handled as a merger or acquisition or transfer of service regulations as set forth in 26.2.3 following.	(N) (N) (N)
(G) A customer subscribing to BellSouth SWA Contract Tariff No. 2003-01 may not subscribe to any other BellSouth SWA Contract Tariff in the MSAs as described in 26.2.1 preceding and for the services as set forth in (H) following.	(N) (N) (N) (N)
(H) The following BellSouth SWA services, provided in the MSAs as described in 26.2.1(C) preceding, will be used in determining the BellSouth SWA revenues that are eligible to receive the volume discount based on the established local switching usage Commitment Level.	(N) (N) (N) (N)
- Local Switching	(N)
Local Switching 1	(N)
Local Switching 2	(N)
Local Switching 3	(N)
Local Switching 4	(N)
(I) A customer may not combine its local switching minutes of use with another customer, whether an individual, partnership, association or corporation, for the purpose of meeting the established minimum local switching usage, as set forth in 26.2.5(B) following.	(N) (N) (N) (N)
(J) Cancellation of BellSouth SWA Contract Tariff No. 2003-01	(N)
(1) Except as set forth in (2) following, during the term period of BellSouth SWA Contract Tariff No. 2003-01 as defined by the customer's Letter of Agreement, a customer who cancels this BellSouth Contract Tariff No. 2003-01 is subject to shortfall and termination liability as described in 26.2.5, following.	(N) (N) (N) (N) (N)

EFFECTIVE: JUNE 4, 2003

ACCESS SERVICE

(N)

26 – BELLSOUTH SWA CONTRACT TARIFFS

(N)

26.2 BellSouth SWA Contract Tariff No. 2003-01 (Cont'd)

(N)

26.2.2 Subscription Conditions (Cont'd)

(N)

(J) Cancellation of BellSouth SWA Contract Tariff No. 2003-01 (Cont'd)

(N)

- (2) A customer who cancels this BellSouth SWA Contract Tariff No. 2003-01 under this paragraph is subject only to shortfall calculations of 27.1.5, following. Cancellation of BellSouth SWA Contract Tariff No. 2003-01 and subscription to another BellSouth SWA Contract Tariff is allowed only on the anniversary date as defined by the customer's Letter of Agreement and upon meeting one of the two conditions below. At a minimum, the term of the new Letter of Agreement will be the remaining term of the initial Letter of Agreement.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

- (a) Customer adds CIC codes that are desired to become part of the volume discount commitment level usage.

(N)

(N)

- (b) Switched Access Pricing Flexibility is allowed in additional MSAs and the customer desires to participate.

(N)

(N)

- (K) The services to which the incentives set forth in this BellSouth SWA Contract Tariff No. 2003-01 apply, are obtained from Section 6 of this Tariff. The Telephone Company reserves the right to change the terms, conditions, rates, and charges applicable for services in Section 6 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified in this Contract Tariff. General regulations and ordering options for the BellSouth SWA services are as set forth in Section 2 and Section 5 of this Tariff.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

26.2.3 Mergers and Acquisitions and Transfer of Service

(N)

- (A) In the event the customer merges with another company or is acquired by another company; the following regulations will apply:

(N)

(N)

- (1) The customer may elect to terminate subscription to BellSouth SWA Contract Tariff No. 2003-01. A customer who cancels subscription to BellSouth SWA Contract Tariff No. 2003-01 is subject to shortfall and termination liability as described in 26.2.5, following.

(N)

(N)

(N)

(N)

- (2) The customer may not combine Local Switching usage volumes with the merged or acquired company's Local Switching usage volumes for the purpose of obtaining volume discounts provided under BellSouth SWA Contract Tariff No. 2003-01.

(N)

(N)

(N)

(N)

(N)

EFFECTIVE: JUNE 4, 2003

ACCESS SERVICE

26 – BELLSOUTH SWA CONTRACT TARIFFS

26.2 BellSouth SWA Contract Tariff No. 2003-01 (Cont'd)

26.2.3 Mergers and Acquisitions and Transfer of Service (Cont'd)

(A) (Cont'd)

- (3) The customer may continue subscribing to BellSouth SWA Contract Tariff No. 2003-01 for the duration of the contract term provided that the customer continues the subscription as if it were the same entity that existed prior to the merger or acquisition.

- (B) If customer requests a transfer of service, pursuant to Transfer of Service regulations in Section 2 and Section 6 of this Tariff, the customer's subscription to BellSouth SWA Contract Tariff No. 2003-01 shall be terminated.

26.2.4 BellSouth SWA Revenue Volume Discounts

- (A) Each year of the customer's Letter of Agreement is defined as twelve (12) consecutive complete bill periods following the beginning date of the Letter of Agreement. For purposes of calculating the BellSouth SWA volume discounts, month 1 is the first complete bill period after the beginning date of the Letter of Agreement. For example, if the beginning date of the Letter of Agreement is June 6, 2003, and the bill period is the 12th, then month 1 for purposes of calculating the BellSouth SWA volume discounts will be the July 12th, 2003 bill period.
- (B) The BellSouth SWA volume discounts provided herein will be determined during the first month after the end of each year of the customer's Letter of Agreement. During the second month following the end of each year of the Letter of Agreement, the BellSouth SWA volume discounts will be applied via a credit to the customer's bill.
- (C) The BellSouth SWA volume discounts are applicable to the BellSouth SWA services as set forth in 26.2.2(H) preceding.
- (D) The BellSouth SWA volume discounts specified in BellSouth SWA Contract Tariff No. 2003-01 will not be applied to taxes and nonrecurring BellSouth SWA revenues.

EFFECTIVE: JUNE 4, 2003

ACCESS SERVICE

26 – BELLSOUTH SWA CONTRACT TARIFFS

26.2 BellSouth SWA Contract Tariff No. 2003-01 (Cont'd)

26.2.5 BellSouth SWA Contract Tariff No. 2003-01 Volume Discount Plan

- (A) BellSouth SWA Contract Tariff No. 2003-01 provides for annual volume discounts based upon annual local switching minutes of use (MOU) achieved, and the Commitment Level and term year as defined in the Letter of Agreement. Discounts are achieved in term years when the achieved local switching volume is equal to or above a Commitment Level usage for the MSAs as set forth in 26.2.1(C) preceding. When equaled or exceeded, discounts are applied to the Commitment Level usage.
- (B) The Commitment Level usage and the achievable volume discounts associated with the BellSouth SWA services, in the qualifying MSAs, are shown in the table below. Volume discounts are not applicable to any usage levels outside of the MOU usage ranges stated in table below:

Annual Usage Commitment Level and Discounts		
Commitment Level MOUs	Year 1 Discounts	Year 2 Discounts
> 500M to 1B	0.7%	1.2%
> 1B to 3B	1.3%	1.8%
> 3B to 5B	2.7%	3.2%
> 5B to 7B	4.0%	4.5%
> 7B to 9B	5.4%	5.9%
> 9B	6.7%	7.2%

- (C) The volume discount received for a given year under BellSouth SWA Contract Tariff No. 2003-01 is determined by multiplying the eligible BellSouth SWA revenue associated with the Commitment Level usage, times the discount percentage achieved as determined in (A) preceding.

The following example demonstrates application of the discount:

Customer Annual Commitment Level – 6B minutes of use
 Achieved Volume – 6.3B minutes of use
 Contract Year – first year of a one-year contract
 All usage is Local Switching 2
 Local Switching 2 rate - \$.002158/minute
 From Table – applicable discount is 4 percent

Therefore:

Volume Discount = Eligible Revenue X Discount Rate

Volume Discount = (6B minutes X \$.002158/minute) X 4 percent

Volume Discount = \$517,920

EFFECTIVE: JUNE 4, 2003

ACCESS SERVICE

26 – BELLSOUTH SWA CONTRACT TARIFFS

26.2 BellSouth SWA Contract Tariff No. 2003-01 (Cont'd)

26.2.5 BellSouth SWA Contract Tariff No. 2003-01 Discount Plan (Cont'd)

(D) When the Commitment Level usage volume is not met during a year of the term, a shortfall liability is incurred by the customer. The shortfall usage is equal to the difference in the customer's Commitment Level and the achieved local switching usage volume. The shortfall liability would be equal to the shortfall usage, times the customer's average local switching rate per MOU. The customer's average local switching rate per MOU is equal to revenue generated from the local switching usage rate elements as described in 26.2.2(H) preceding, divided by the achieved local switching usage volume.

The following example demonstrates application of shortfall:

Customer Annual Commitment Level – 6B minutes of use
Achieved Volume – 5.9B minutes of use
Contract Year – first year of a one-year contract
All usage is Local Switching 2
Local Switching 2 rate - \$.002158/minute

Therefore:

Shortfall Usage = Commitment Level – Achieved Volume

Shortfall Usage = 6B minutes – 5.9B minutes

Shortfall Usage = .1B minutes

Shortfall Liability = Shortfall Usage X Avg Local Switching Rate

Shortfall Liability = .1B minutes X \$.002158/minute

Shortfall Liability = \$215,800

(E) In the event of an early termination of the contract, shortfall usage calculations will be based upon the monthly usage values which comprise the annual Commitment Level. If upon comparing the shortened term commitment to the achieved usage level, a shortfall usage is determined to exist, then a shortfall liability is incurred. The shortfall liability will be calculated as described in (D) above.

(F) A termination liability is incurred when a customer terminates the agreement before the end date of the agreement. The termination liability is equal to 90 percent of the volume discount received during the term of the agreement.

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 26-13

EFFECTIVE: JUNE 4, 2003

ACCESS SERVICE

26 – BELLSOUTH SWA CONTRACT TARIFFS

26.2 BellSouth SWA Contract Tariff No. 2003-01 (Cont'd)

26.2.5 BellSouth SWA Contract Tariff No. 2003-01 Volume Discount Plan (Cont'd)

(G) This BellSouth SWA Contract Tariff No. 2003-01 will also provide, as a one-time promotional offer, that the customer may obtain a partial prepayment of the first annual SWA Pricing Flexibility volume discount. To qualify for this prepayment, the customer must subscribe to this plan via a Letter of Agreement (LOA) to begin no later than 30 days after the effective date of the tariff. Using the customer's usage between the commencement of this LOA and December 4, 2003, BellSouth will determine if the customer is on track to earn the discount described at the end of the first year of the LOA. If so, BellSouth will calculate by December 15, 2003, the prorated volume discount and remit to the subscriber the prepayment of this pro rata volume discount as soon as practical thereafter. At the end of the first year of the LOA, if an annual credit has been earned, the prepayment will be subtracted from this annual volume discount amount. If, at the end of the first year, the volume discount has not been earned, then the prepayment shall be returned to BellSouth with interest calculated for the period during which the prepayment was held by the customer (Interest equals prime plus two percent – the prime interest rate is that rate which is effective at the end of the first year of the LOA.).
