

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

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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

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- 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)
- (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)
- (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)
- (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)
- (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)
- (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)
- (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)
- (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)
 - 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)
- (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)

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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)
(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)
(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 <u>Mergers and Acquisitions and Transfer of Service</u>	(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)

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26 – BELLSOUTH SWA CONTRACT TARIFFS	(N)
26.2 <u>BellSouth SWA Contract Tariff No. 2003-01</u> (Cont'd)	(N)
26.2.3 <u>Mergers and Acquisitions and Transfer of Service</u> (Cont'd)	(N)
(A) (Cont'd)	(N)
(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.	(N) (N) (N) (N)
(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.	(N) (N) (N) (N)
26.2.4 <u>BellSouth SWA Revenue Volume Discounts</u>	(N)
(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.	(N) (N) (N) (N) (N) (N) (N) (N)
(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.	(N) (N) (N) (N) (N)
(C) The BellSouth SWA volume discounts are applicable to the BellSouth SWA services as set forth in 26.2.2(H) preceding.	(N) (N)
(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.	(N) (N) (N)

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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

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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.

