

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 3, 2002

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ACCESS SERVICE
24 – BellSouth Wire Center Information

24.1 General

This Section of the Tariff contains wire center information to support Access Services provided in this Tariff.

24.2 Metropolitan Statistical Area Wire Centers

This section provides the Metropolitan Statistical Areas (MSAs) and associated wire centers in which the Company has received Phase II pricing flexibility pursuant to Subpart H of Part 69 of the Commission's Rules. Section 23 of this Tariff governs the offering of service in these MSAs. MSAs are divided into two categories: Full Service Relief MSAs and Limited Service Relief MSAs. Full Service Relief MSAs and associated wire centers are defined in 24.2.1 below. Limited Service Relief MSAs and associated wire centers are defined in 24.2.2 following.

24.2.1 Full Service Relief MSA's

Full Service Relief MSAs are those MSAs in which the Company has qualified for Phase II pricing flexibility for all elements of service, i.e., local channels (channel terminations) between LEC end offices and customer (end user) premises; entrance facilities; dedicated interoffice facilities; local channels (channel terminations) between an interexchange carriers point of presence and a serving wire center.

State	Wire Center CLLI	MSA Name	MSA Code
AL	HLVIALMA	Montgomery	MTA
AL	MTGMAL10	Montgomery	MTA
AL	MTGMAL11	Montgomery	MTA
AL	MTGMAL12	Montgomery	MTA
AL	MTGMAL13	Montgomery	MTA
AL	MTGMALBI	Montgomery	MTA
AL	MTGMALDA	Montgomery	MTA
AL	MTGMALGM	Montgomery	MTA
AL	MTGMALGY	Montgomery	MTA
AL	MTGMALLT	Montgomery	MTA
AL	MTGMALMB	Montgomery	MTA
AL	MTGMALMT	Montgomery	MTA
AL	MTGMALNO	Montgomery	MTA
AL	PRVLALMA	Montgomery	MTA
AL	WTMPALMA	Montgomery	MTA

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24.2.1 Full Service Relief MSA'S (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code	
FL	DRBHFLDH	Daytona Beach	DBH	(N)
FL	DBRYFLDL	Daytona Beach	DBH	
FL	DBRYFLMA	Daytona Beach	DBH	
FL	DBYHFLMA	Daytona Beach	DBH	(N)
FL	DELDLFLMA	Daytona Beach	DBH	
FL	DLSPFLMA	Daytona Beach	DBH	
FL	DYBHFLBS	Daytona Beach	DBH	
FL	DYBHFLCS	Daytona Beach	DBH	
FL	DYBHFLDU	Daytona Beach	DBH	
FL	DYBHFLFN	Daytona Beach	DBH	
FL	DYBHFLMA	Daytona Beach	DBH	
FL	DYBHFLQB	Daytona Beach	DBH	
FL	DYBHFLQS	Daytona Beach	DBH	
FL	DYBHFLPO	Daytona Beach	DBH	
FL	DYBHFLVB	Daytona Beach	DBH	
FL	DYBHFLWS	Daytona Beach	DBH	
FL	NSBHFLMA	Daytona Beach	DBH	
FL	OKHLFLMA	Daytona Beach	DBH	
FL	PRSNFLFD	Daytona Beach	DBH	
FL	SNFRFLMA	Daytona Beach	DBH	
FL	ARCHFLMA	Gainsville	GSV	
FL	GSVLFLMA	Gainsville	GSV	
FL	GSVLFLNW	Gainsville	GSV	
FL	GSVLFLSS	Gainsville	GSV	(N)
FL	GSVLFLST	Gainsville	GSV	
FL	HWTHFLMA	Gainsville	GSV	
FL	MCNPFLMA	Gainsville	GSV	
FL	NWBYFLMA	Gainsville	GSV	
FL	BLDWFLMA	Jacksonville	JSV	
FL	FRBHFLFP	Jacksonville	JSV	
FL	FTGRFLMA	Jacksonville	JSV	
FL	GCSPFLCN	Jacksonville	JSV	
FL	JCBHFLAB	Jacksonville	JSV	
FL	JCBHFLMA	Jacksonville	JSV	

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State	Wire Center CLLI	MSA Name	MSA Code	
FL	JCBHFLSP	Jacksonville	JSV	
FL	JCVLFLAI	Jacksonville	JSV	(N)
FL	JCVLFLAR	Jacksonville	JSV	
FL	JCVLFLAV	Jacksonville	JSV	
FL	JCVLFLBW	Jacksonville	JSV	
FL	JCVLFLCL	Jacksonville	JSV	
FL	JCVLFLED	Jacksonville	JSV	
FL	JCVLFLFC	Jacksonville	JSV	
FL	JCVLFLGH	Jacksonville	JSV	
FL	JCVLFLIA	Jacksonville	JSV	
FL	JCVLFLJB	Jacksonville	JSV	(N)
FL	JCVLFLJJ	Jacksonville	JSV	
FL	JCVLFLJT	Jacksonville	JSV	
FL	JCVLFLKJ	Jacksonville	JSV	
FL	JCVLFLLF	Jacksonville	JSV	
FL	JCVLFLMT	Jacksonville	JSV	
FL	JCVLFLNO	Jacksonville	JSV	
FL	JCVLFLOW	Jacksonville	JSV	
FL	JCVLFLRV	Jacksonville	JSV	
FL	JCVLFLSB	Jacksonville	JSV	
FL	JCVLFLSE	Jacksonville	JSV	
FL	JCVLFLSJ	Jacksonville	JSV	
FL	JCVLFLSK	Jacksonville	JSV	
FL	JCVLFLSM	Jacksonville	JSV	
FL	JCVLFLWA	Jacksonville	JSV	
FL	JCVLFLWC	Jacksonville	JSV	
FL	JCVLFLWT	Jacksonville	JSV	
FL	JCVLFLZL	Jacksonville	JSV	
FL	KYHGFLMA	Jacksonville	JSV	
FL	MDBGFLPM	Jacksonville	JSV	
FL	MNDRFLAV	Jacksonville	JSV	
FL	MNDRFLLO	Jacksonville	JSV	
FL	MNDRFLW	Jacksonville	JSV	
FL	MXVLFLMA	Jacksonville	JSV	
FL	ORPKFLMA	Jacksonville	JSV	
FL	ORPKFLRW	Jacksonville	JSV	
FL	PNVDFLMA	Jacksonville	JSV	
FL	STAGFLBS	Jacksonville	JSV	
FL	STAGFLMA	Jacksonville	JSV	
FL	STAGFLSH	Jacksonville	JSV	
FL	STAGFLWG	Jacksonville	JSV	
FL	YULEFLMA	Jacksonville	JSV	

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24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
FL	COCOFLMA	Melbourne	MTP
FL	COCOFLME	Melbourne	MTP
FL	EGLLFLBG	Melbourne	MTP
FL	EGLLFLIH	Melbourne	MTP
FL	MICCFLLBB	Melbourne	MTP
FL	MLBRFLMA	Melbourne	MTP
FL	MLBRFLNH	Melbourne	MTP
FL	TTVLFLMA	Melbourne	MTP
FL	DRBHFLMA	Miami-Ft Lauderdale	MFH
FL	FTLDFL17	Miami-Ft Lauderdale	MFH
FL	FTLDFLAI	Miami-Ft Lauderdale	MFH
FL	FTLDFLAM	Miami-Ft Lauderdale	MFH
FL	FTLDFLAP	Miami-Ft Lauderdale	MFH
FL	FTLDFLCR	Miami-Ft Lauderdale	MFH
FL	FTLDFLCY	Miami-Ft Lauderdale	MFH
FL	FTLDFLEB	Miami-Ft Lauderdale	MFH
FL	FTLDFLHQ	Miami-Ft Lauderdale	MFH
FL	FTLDFLJA	Miami-Ft Lauderdale	MFH
FL	FTLDFLMA	Miami-Ft Lauderdale	MFH
FL	FTLDFLMR	Miami-Ft Lauderdale	MFH
FL	FTLDFLOA	Miami-Ft Lauderdale	MFH
FL	FTLDFLOV	Miami-Ft Lauderdale	MFH
FL	FTLDFLPL	Miami-Ft Lauderdale	MFH
FL	FTLDFLSF	Miami-Ft Lauderdale	MFH
FL	FTLDFLSG	Miami-Ft Lauderdale	MFH
FL	FTLDFLSU	Miami-Ft Lauderdale	MFH
FL	FTLDFLTB	Miami-Ft Lauderdale	MFH
FL	FTLDFLTT	Miami-Ft Lauderdale	MFH
FL	FTLDFLWN	Miami-Ft Lauderdale	MFH
FL	HILHFLEG	Miami-Ft Lauderdale	MFH
FL	HLDFLBP	Miami-Ft Lauderdale	MFH
FL	HLWDFLHA	Miami-Ft Lauderdale	MFH
FL	HLWDFLLE	Miami-Ft Lauderdale	MFH

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24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
FL	HLWDFLMA	Miami-Ft Lauderdale	MFH
FL	HLWDFLPE	Miami-Ft Lauderdale	MFH
FL	HLWDFLWH	Miami-Ft Lauderdale	MFH
FL	HMSTFLEA	Miami-Ft Lauderdale	MFH
FL	HMSTFLHM	Miami-Ft Lauderdale	MFH
FL	HMSTFLNA	Miami-Ft Lauderdale	MFH
FL	MIAMFL97	Miami-Ft Lauderdale	MFH
FL	MIAMFLAC	Miami-Ft Lauderdale	MFH
FL	MIAMFLAE	Miami-Ft Lauderdale	MFH
FL	MIAMFLAL	Miami-Ft Lauderdale	MFH
FL	MIAMFLAP	Miami-Ft Lauderdale	MFH
FL	MIAMFLBA	Miami-Ft Lauderdale	MFH
FL	MIAMFLBB	Miami-Ft Lauderdale	MFH
FL	MIAMFLBC	Miami-Ft Lauderdale	MFH
FL	MIAMFLBR	Miami-Ft Lauderdale	MFH
FL	MIAMFLCA	Miami-Ft Lauderdale	MFH
FL	MIAMFLDA	Miami-Ft Lauderdale	MFH
FL	MIAMFLDB	Miami-Ft Lauderdale	MFH
FL	MIAMFLFL	Miami-Ft Lauderdale	MFH
FL	MIAMFLGR	Miami-Ft Lauderdale	MFH
FL	MIAMFLHL	Miami-Ft Lauderdale	MFH
FL	MIAMFLIC	Miami-Ft Lauderdale	MFH
FL	MIAMFLKE	Miami-Ft Lauderdale	MFH
FL	MIAMFLLD	Miami-Ft Lauderdale	MFH
FL	MIAMFLME	Miami-Ft Lauderdale	MFH
FL	MIAMFLNM	Miami-Ft Lauderdale	MFH
FL	MIAMFLNS	Miami-Ft Lauderdale	MFH
FL	MIAMFLOL	Miami-Ft Lauderdale	MFH
FL	MIAMFLPB	Miami-Ft Lauderdale	MFH
FL	MIAMFLPL	Miami-Ft Lauderdale	MFH
FL	MIAMFLQX	Miami-Ft Lauderdale	MFH
FL	MIAMFLRR	Miami-Ft Lauderdale	MFH
FL	MIAMFLSB	Miami-Ft Lauderdale	MFH
FL	MIAMFLSH	Miami-Ft Lauderdale	MFH
FL	MIAMFLSO	Miami-Ft Lauderdale	MFH
FL	MIAMFLUJ	Miami-Ft Lauderdale	MFH
FL	MIAMFLWD	Miami-Ft Lauderdale	MFH

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24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
FL	MIAMFLWM	Miami-Ft Lauderdale	MFH
FL	MIAMFLYJ	Miami-Ft Lauderdale	MFH
FL	MIANFLEC	Miami-Ft Lauderdale	MFH
FL	MIANFLPV	Miami-Ft Lauderdale	MFH
FL	MIANFLWK	Miami-Ft Lauderdale	MFH
FL	MIAPFLYO	Miami-Ft Lauderdale	MFH
FL	MIAQFL60	Miami-Ft Lauderdale	MFH
FL	MIATFLAD	Miami-Ft Lauderdale	MFH
FL	NDADFLAC	Miami-Ft Lauderdale	MFH
FL	NDADFLBR	Miami-Ft Lauderdale	MFH
FL	NDADFLGG	Miami-Ft Lauderdale	MFH
FL	NDADFLLOL	Miami-Ft Lauderdale	MFH
FL	NIANFLPV	Miami-Ft Lauderdale	MFH
FL	OJUSFLTL	Miami-Ft Lauderdale	MFH
FL	PMBHFLCS	Miami-Ft Lauderdale	MFH
FL	PMBHFLDR	Miami-Ft Lauderdale	MFH
FL	PMBHFLED	Miami-Ft Lauderdale	MFH
FL	PMBHFLFE	Miami-Ft Lauderdale	MFH
FL	PMBHFLMA	Miami-Ft Lauderdale	MFH
FL	PMBHFLNP	Miami-Ft Lauderdale	MFH
FL	PMBHFLTA	Miami-Ft Lauderdale	MFH
FL	PRRNFLMA	Miami-Ft Lauderdale	MFH

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24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code	
FL	EORNFLMA	Orlando	ORL	
FL	GENVFLMA	Orlando	ORL	
FL	LKMRFLMA	Orlando	ORL	
FL	LKMRFLMF	Orlando	ORL	(N)
FL	LKMRFL01	Orlando	ORL	(N)
FL	ORLDFL1F	Orlando	ORL	
FL	ORLDFL60	Orlando	ORL	
FL	ORLDFLAP	Orlando	ORL	(N)
FL	ORLDFLCD	Orlando	ORL	
FL	ORLDFLCL	Orlando	ORL	
FL	ORLDFLMA	Orlando	ORL	
FL	ORLDFLMB	Orlando	ORL	
FL	ORLDFLMO	Orlando	ORL	
FL	ORLDFLMT	Orlando	ORL	
FL	ORLDFLOV	Orlando	ORL	
FL	ORLDFLPC	Orlando	ORL	
FL	ORLDFLPH	Orlando	ORL	
FL	ORLDFLSA	Orlando	ORL	
FL	ORLDFLSO	Orlando	ORL	
FL	ORLDFLZZ	Orlando	ORL	
FL	ORLEFLFE	Orlando	ORL	
FL	ORLEFLGV	Orlando	ORL	
FL	ORLPFLAP	Orlando	ORL	
FL	OVIDFLCA	Orlando	ORL	

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24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
FL	CNTMFLLE	Pensacola	PSC
FL	GLBRFLMC	Pensacola	PSC
FL	HLNVFLMA	Pensacola	PSC
FL	JAY FLMA	Pensacola	PSC
FL	JAYAFLMA	Pensacola	PSC
FL	MLTNFLAL	Pensacola	PSC
FL	MLTNFLRA	Pensacola	PSC
FL	MNSNFLMA	Pensacola	PSC
FL	PACEFLPV	Pensacola	PSC
FL	PNSCFLBL	Pensacola	PSC
FL	PNSCFLDA	Pensacola	PSC
FL	PNSCFLFN	Pensacola	PSC
FL	PNSCFLFP	Pensacola	PSC
FL	PNSCFLHC	Pensacola	PSC
FL	PNSCFLLN	Pensacola	PSC
FL	PNSCFLOH	Pensacola	PSC
FL	PNSCFLPB	Pensacola	PSC
FL	PNSCFLWA	Pensacola	PSC
FL	PNSCFLWT	Pensacola	PSC

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24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
FL	BCRTFLBB	West Palm Beach	WPB
FL	BCRTFLBT	West Palm Beach	WPB
FL	BCRTFLDD	West Palm Beach	WPB
FL	BCRTFLMA	West Palm Beach	WPB
FL	BCRTFLSA	West Palm Beach	WPB
FL	BLGLFLMA	West Palm Beach	WPB
FL	BYBHFLMA	West Palm Beach	WPB
FL	CCBHFLAF	West Palm Beach	WPB
FL	CCBHFLMA	West Palm Beach	WPB
FL	DLBHFLKP	West Palm Beach	WPB
FL	DLBHFLMA	West Palm Beach	WPB
FL	JPTRFLMA	West Palm Beach	WPB
FL	PAHKFLMA	West Palm Beach	WPB
FL	WPBHFL58	West Palm Beach	WPB
FL	WPBHFLAN	West Palm Beach	WPB
FL	WPBHFLGA	West Palm Beach	WPB
FL	WPBHFLGR	West Palm Beach	WPB
FL	WPBHFLHH	West Palm Beach	WPB
FL	WPBHFLLE	West Palm Beach	WPB
FL	WPBHFLRB	West Palm Beach	WPB
FL	WPBHFLRP	West Palm Beach	WPB
FL	WPBHFLTC	West Palm Beach	WPB

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24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
GA	ACWOGAMA	Atlanta	ATL
GA	ALPRGAHE	Atlanta	ATL
GA	ALPRGAMA	Atlanta	ATL
GA	ALTNGACS	Atlanta	ATL
GA	ASTLGAMA	Atlanta	ATL
GA	ATLAGADD	Atlanta	ATL
GA	ATLAGAKH	Atlanta	ATL
GA	ATLAGAPR	Atlanta	ATL
GA	ATLAGAQO	Atlanta	ATL
GA	ATLAGAZE	Atlanta	ATL
GA	ATLBGABU	Atlanta	ATL
GA	ATLBGACL	Atlanta	ATL
GA	ATLNGAAD	Atlanta	ATL
GA	ATLNGAB7	Atlanta	ATL
GA	ATLNGABH	Atlanta	ATL
GA	ATLNGABU	Atlanta	ATL
GA	ATLNGACA	Atlanta	ATL
GA	ATLNGACD	Atlanta	ATL
GA	ATLNGACH	Atlanta	ATL
GA	ATLNGACS	Atlanta	ATL
GA	ATLNGADK	Atlanta	ATL
GA	ATLNGADL	Atlanta	ATL
GA	ATLNGADZ	Atlanta	ATL
GA	ATLNGAEB	Atlanta	ATL
GA	ATLNGAEL	Atlanta	ATL
GA	ATLNGAEP	Atlanta	ATL
GA	ATLNGAFP	Atlanta	ATL
GA	ATLNGAGA	Atlanta	ATL
GA	ATLNGAGC	Atlanta	ATL
GA	ATLNGAGR	Atlanta	ATL
GA	ATLNGAGX	Atlanta	ATL
GA	ATLNGAHP	Atlanta	ATL
GA	ATLNGAHR	Atlanta	ATL
GA	ATLNGAHY	Atlanta	ATL
GA	ATLNGAIA	Atlanta	ATL
GA	ATLNGAIC	Atlanta	ATL

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State	Wire Center CLLI	MSA Name	MSA Code	
GA	ATLNGALA	Atlanta	ATL	
GA	ATLNGALH	Atlanta	ATL	
GA	ATLNGAMA	Atlanta	ATL	
GA	ATLNGAMQ	Atlanta	ATL	
GA	ATLNGANW	Atlanta	ATL	
GA	ATLNGAPF	Atlanta	ATL	
GA	ATLNGAPK	Atlanta	ATL	
GA	ATLNGAPP	Atlanta	ATL	
GA	ATLNGAPX	Atlanta	ATL	
GA	ATLNGAQS	Atlanta	ATL	
GA	ATLNGARM	Atlanta	ATL	
GA	ATLNGASS	Atlanta	ATL	
GA	ATLNGATH	Atlanta	ATL	
GA	ATLNGATL	Atlanta	ATL	
GA	ATLNGAWD	Atlanta	ATL	
GA	ATLNGAWE	Atlanta	ATL	
GA	ATLNGAWO	Atlanta	ATL	
GA	BUFRGABH	Atlanta	ATL	
GA	CHMBGAMA	Atlanta	ATL	
GA	CLTHGAHS	Atlanta	ATL	
GA	CMNGGAMA	Atlanta	ATL	
GA	CNYRGAMA	Atlanta	ATL	
GA	CVTNGAMT	Atlanta	ATL	
GA	DGVLGAIA	Atlanta	ATL	
GA	DGVLGAMA	Atlanta	ATL	
GA	DLLSGAES	Atlanta	ATL	
GA	DLTHGAGQ	Atlanta	ATL	(N)
GA	DLTHGAHS	Atlanta	ATL	
GA	DLTHGAXC	Atlanta	ATL	(N)
GA	DLTNGAHS	Atlanta	ATL	
GA	DNWDGAMA	Atlanta	ATL	
GA	DNWDGAMC	Atlanta	ATL	
GA	ESPNGAAT	Atlanta	ATL	(N)
GA	FRBNGAEB	Atlanta	ATL	
GA	FTPRGAMA	Atlanta	ATL	(N)
GA	FYVLGASG	Atlanta	ATL	
GA	HMPNGAJW	Atlanta	ATL	
GA	JCSNGAMA	Atlanta	ATL	
GA	JNBOGAMA	Atlanta	ATL	
GA	LGVLGACS	Atlanta	ATL	

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State	Wire Center CLLI	MSA Name	MSA Code
GA	LLBNGAMA	Atlanta	ATL
GA	LRVLGAOS	Atlanta	ATL
GA	LRVLGATL	Atlanta	ATL
GA	LTHNGAJS	Atlanta	ATL
GA	MCDNGAGS	Atlanta	ATL
GA	MNTIGAMA	Atlanta	ATL
GA	MRRWGAMA	Atlanta	ATL
GA	MRTTGAEA	Atlanta	ATL
GA	MRTTGAFS	Atlanta	ATL
GA	MRTTGAMA	Atlanta	ATL
GA	MRTTGAPR	Atlanta	ATL
GA	NRCRGAHK	Atlanta	ATL
GA	NRCRGAIS	Atlanta	ATL
GA	NRCRGAMA	Atlanta	ATL
GA	NRCRGAQD	Atlanta	ATL
GA	NRCRGATL	Atlanta	ATL
GA	PANLGAMA	Atlanta	ATL
GA	PLMTGAMA	Atlanta	ATL
GA	PTCYGAMA	Atlanta	ATL
GA	PWSPGAAS	Atlanta	ATL
GA	RSWLGADI	Atlanta	ATL
GA	RSWLGAMA	Atlanta	ATL
GA	RVDLGAMA	Atlanta	ATL
GA	SCCRGAMA	Atlanta	ATL
GA	SMNTGALR	Atlanta	ATL
GA	SMYRGACS	Atlanta	ATL
GA	SMYRGADT	Atlanta	ATL
GA	SMYRGAFE	Atlanta	ATL
GA	SMYRGAGP	Atlanta	ATL
GA	SMYRGAHR	Atlanta	ATL
GA	SMYRGAMA	Atlanta	ATL
GA	SMYRGAPF	Atlanta	ATL
GA	SMYRGAPK	Atlanta	ATL
GA	SNLVGAMA	Atlanta	ATL
GA	SNMTGALR	Atlanta	ATL
GA	SNSPGARR	Atlanta	ATL
GA	STBRGANH	Atlanta	ATL
GA	STLNGACS	Atlanta	ATL
GA	SYMRGAPF	Atlanta	ATL
GA	TUKRGADC	Atlanta	ATL
GA	TUKRGAMA	Atlanta	ATL
GA	VLRCGAES	Atlanta	ATL
GA	WDSTGACR	Atlanta	ATL

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24 – BellSouth Wire Center Information

24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code	(N)
KY	LGRNKYES	Louisville	LSV	(M)
KY	LSFLKYAP	Louisville	LSV	(M)
KY	LSVLKY0A	Louisville	LSV	(M)
KY	LSVLKY18	Louisville	LSV	(M)
KY	LSVLKY26	Louisville	LSV	(M)
KY	LSVLKY27	Louisville	LSV	(N)
KY	LSVLKY29	Louisville	LSV	(M)
KY	LSVLKY44	Louisville	LSV	(M)
KY	LSVLKYAN	Louisville	LSV	(M)
KY	LSVLKYAP	Louisville	LSV	(M)
KY	LSVLKYBE	Louisville	LSV	(M)
KY	LSVLKYBR	Louisville	LSV	(M)
KY	LSVLKYCS	Louisville	LSV	(M)
KY	LSVLKYCW	Louisville	LSV	(M)
KY	LSVLKYFC	Louisville	LSV	(M)
KY	LSVLKYHA	Louisville	LSV	(M)
KY	LSVLKYJT	Louisville	LSV	(M)
KY	LSVLKYOA	Louisville	LSV	(M)
KY	LSVLKYSH	Louisville	LSV	(M)
KY	LSVLKYSL	Louisville	LSV	(M)
KY	LSVLKYSM	Louisville	LSV	(M)
KY	LSVLKYTS	Louisville	LSV	(M)
KY	LSVLKYVS	Louisville	LSV	(M)
KY	LSVLKYWE	Louisville	LSV	(M)
KY	LSVLKYZL	Louisville	LSV	(M)
KY	WSPNKYMA	Louisville	LSV	(M)
KY	ENSRKYMA	Owensboro	OSB	(N)
KY	HABTKYMA	Owensboro	OSB	(N)
KY	MACEKYMA	Owensboro	OSB	(N)
KY	OWBOKY22	Owensboro	OSB	(N)
KY	OWBOKY33	Owensboro	OSB	(N)
KY	OWBOKYMA	Owensboro	OSB	(N)
KY	PNTHKYMA	Owensboro	OSB	(N)
KY	SRGHKYMA	Owensboro	OSB	(N)
KY	STNLKYMA	Owensboro	OSB	(N)
KY	UTICKYMA	Owensboro	OSB	(N)
KY	WLVLYMA	Owensboro	OSB	(N)

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24 – BellSouth Wire Center Information

24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
LA	ALBYLAMA	Baton Rouge	BTR
LA	BRTGLA18	Baton Rouge	BTR
LA	BRTGLAGW	Baton Rouge	BTR
LA	BTRGLA04	Baton Rouge	BTR
LA	BTRGLA12	Baton Rouge	BTR
LA	BTRGLA17	Baton Rouge	BTR
LA	BTRGLA18	Baton Rouge	BTR
LA	BTRGLA19	Baton Rouge	BTR
LA	BTRGLA23	Baton Rouge	BTR
LA	BTRGLABK	Baton Rouge	BTR
LA	BTRGLABS	Baton Rouge	BTR
LA	BTRGLAGW	Baton Rouge	BTR
LA	BTRGLAHR	Baton Rouge	BTR
LA	BTRGLAIS	Baton Rouge	BTR
LA	BTRGLAMA	Baton Rouge	BTR
LA	BTRGLAOH	Baton Rouge	BTR
LA	BTRGLASB	Baton Rouge	BTR
LA	BTRGLASW	Baton Rouge	BTR
LA	BTRGLAWG	Baton Rouge	BTR
LA	BTRGLAWN	Baton Rouge	BTR
LA	DNSPLAMA	Baton Rouge	BTR
LA	DNVLLAMA	Baton Rouge	BTR
LA	LVTNLAMA	Baton Rouge	BTR
LA	SPFDLAMA	Baton Rouge	BTR
LA	ZCHRLAMA	Baton Rouge	BTR

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(N)

24 – BellSouth Wire Center Information

(N)

24.2.1 Full Service Relief MSA's (Cont'd)

(N)

State	Wire Center CLLI	MSA Name	MSA Code
LA	BRSSLAMA	Lafayette	LAF
LA	CRNCLAMA	Lafayette	LAF
LA	DUSNLAMA	Lafayette	LAF
LA	LFYTLA17	Lafayette	LAF
LA	LFYTLAAT	Lafayette	LAF
LA	LFYTLACL	Lafayette	LAF
LA	LFYTLAMA	Lafayette	LAF
LA	LFYTLAVM	Lafayette	LAF
LA	OPLSLATL	Lafayette	LAF
LA	SCTTLAAF	Lafayette	LAF
LA	SMVLLAMA	Lafayette	LAF
LA	YNVLLAMA	Lafayette	LAF

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24 – BellSouth Wire Center Information

24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
LA	LKCHLA09	Lake Charles	LCL
LA	LKCHLADT	Lake Charles	LCL
LA	LKCHLAMB	Lake Charles	LCL
LA	LKCHLAMW	Lake Charles	LCL
LA	LKCHLAUN	Lake Charles	LCL
LA	LKCHLAWN	Lake Charles	LCL
LA	SLPHLAMA	Lake Charles	LCL
LA	VNTNLAMA	Lake Charles	LCL
LA	CLHNLAMA	Monroe	MNR
LA	MONRLA11	Monroe	MNR
LA	MONRLADS	Monroe	MNR
LA	MONRLAMA	Monroe	MNR
LA	MONRLAWM	Monroe	MNR
LA	STTNLAMA	Monroe	MNR
LA	BLNCLAMA	Shreveport	SHV
LA	BNTNLAMA	Shreveport	SHV
LA	DYLNLA	Shreveport	SHV
LA	GNWDLAMA	Shreveport	SHV
LA	HGTNLAKN	Shreveport	SHV
LA	HGTNLAMA	Shreveport	SHV
LA	KTVLLAMA	Shreveport	SHV
LA	MINDLAMA	Shreveport	SHV
LA	OLCYLAMA	Shreveport	SHV
LA	SHPTLA12	Shreveport	SHV
LA	SHPTLABS	Shreveport	SHV
LA	SHPTLACL	Shreveport	SHV
LA	SHPTLAHD	Shreveport	SHV
LA	SHPTLAMA	Shreveport	SHV
LA	SHPTLAMB	Shreveport	SHV
LA	SHPTLAQB	Shreveport	SHV
LA	SHPTLASG	Shreveport	SHV
LA	SHPTLATL	Shreveport	SHV
LA	SHPTLAYO	Shreveport	SHV

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 24 – BellSouth Wire Center Information

24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
MS	BILXMS52	Biloxi	BXG
MS	BILXMSBB	Biloxi	BXG
MS	BILXMSDI	Biloxi	BXG
MS	BILXMSD	Biloxi	BXG
MS	BILXMSMA	Biloxi	BXG
MS	BSLSMSMA	Biloxi	BXG
MS	GLPTMS02	Biloxi	BXG
MS	GLPTMS54	Biloxi	BXG
MS	GLPTMS55	Biloxi	BXG
MS	GLPTMSAT	Biloxi	BXG
MS	GLPTMSCC	Biloxi	BXG
MS	GLPTMSLY	Biloxi	BXG
MS	GLPTMSTS	Biloxi	BXG
MS	MSTFMSCU	Biloxi	BXG
MS	PLTNMSMA	Biloxi	BXG
MS	PSCHMSLT	Biloxi	BXG
MS	PSCHMSMA	Biloxi	BXG
MS	SRISMSMA	Biloxi	BXG
MS	WGNSMSMA	Biloxi	BXG
MS	BOTNMSMA	Jackson	JSN
MS	BRNDMSES	Jackson	JSN
MS	CNTNMSMA	Jackson	JSN
MS	EDWRMSDS	Jackson	JSN
MS	FLORMSMA	Jackson	JSN
MS	JCSNMS58	Jackson	JSN
MS	JCSNMS60	Jackson	JSN
MS	JCSNMS61	Jackson	JSN
MS	JCSNMSBL	Jackson	JSN
MS	JCSNMSCB	Jackson	JSN
MS	JCSNMSCP	Jackson	JSN
MS	JCSNMSIT	Jackson	JSN
MS	JCSNMSLB	Jackson	JSN
MS	JCSNMSMB	Jackson	JSN
MS	JCSNMSNR	Jackson	JSN
MS	JCSNMSPC	Jackson	JSN
MS	JCSNMSPS	Jackson	JSN
MS	JCSNMSQB	Jackson	JSN
MS	JCSNMSRW	Jackson	JSN
MS	JSCNMSCP	Jackson	JSN
MS	MDSNMSES	Jackson	JSN
MS	PCKNMSMA	Jackson	JSN
MS	PLHTMSMA	Jackson	JSN
MS	RYMNMSDS	Jackson	JSN
MS	TRRYMSMA	Jackson	JSN
MS	UTICMSDS	Jackson	JSN

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24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
NC	BLMTNCCE	Charlotte	CLG
NC	BSCYNMA	Charlotte	CLG
NC	CHLRNCCA	Charlotte	CLG
NC	CHPLNCRO	Charlotte	CLG
NC	CHRLNC33	Charlotte	CLG
NC	CHRLNCAA	Charlotte	CLG
NC	CHRLNCBO	Charlotte	CLG
NC	CHRLNCCA	Charlotte	CLG
NC	CHRLNCCE	Charlotte	CLG
NC	CHRLNCCR	Charlotte	CLG
NC	CHRLNCDE	Charlotte	CLG
NC	CHRLNCER	Charlotte	CLG
NC	CHRLNCLP	Charlotte	CLG
NC	CHRLNCMI	Charlotte	CLG
NC	CHRLNCMU	Charlotte	CLG
NC	CHRLNCOD	Charlotte	CLG
NC	CHRLNCRE	Charlotte	CLG
NC	CHRLNCRL	Charlotte	CLG
NC	CHRLNCRU	Charlotte	CLG
NC	CHRLNCSH	Charlotte	CLG
NC	CHRLNCTA	Charlotte	CLG
NC	CHRLNCTE	Charlotte	CLG
NC	CHRLNCTH	Charlotte	CLG
NC	CHRLNCTM	Charlotte	CLG
NC	CHRLNCUN	Charlotte	CLG
NC	CHRMNC71	Charlotte	CLG
NC	CHRMNC72	Charlotte	CLG
NC	CHRMNCLQ	Charlotte	CLG
NC	CHRXNCLH	Charlotte	CLG
NC	CHRXNCRX	Charlotte	CLG
NC	DVSNNCPO	Charlotte	CLG
NC	GSTANCDA	Charlotte	CLG
NC	GSTANCSO	Charlotte	CLG
NC	HSVLCNCE	Charlotte	CLG
NC	LWLLNCMA	Charlotte	CLG
NC	MTHLNCMA	Charlotte	CLG
NC	STNLNCCE	Charlotte	CLG

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 24 – BellSouth Wire Center Information

24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
NC	GNBONCAP	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCAS	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCBB	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCCK	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCE4	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCEU	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCFD	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCHO*	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCHO**	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCLA	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCMC	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCPG	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCPH	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCVD	Greensboro-Winston Salem-High Pt	GWS
NC	GNBONCWS	Greensboro-Winston Salem-High Pt	GWS
NC	GNBPNC21	Greensboro-Winston Salem-High Pt	GWS
NC	GNBPNC21	Greensboro-Winston Salem-High Pt	GWS
NC	JULNNCMA	Greensboro-Winston Salem-High Pt	GWS
NC	MNTINCMA	Greensboro-Winston Salem-High Pt	GWS
NC	SRFDNCCE	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNC02	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCAR	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCBS	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCCL	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCCE	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCFI	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCGL	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCLE	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCNM	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCVI	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCWA	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCWE	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCWH	Greensboro-Winston Salem-High Pt	GWS
NC	WNSLNCWP	Greensboro-Winston Salem-High Pt	GWS
NC	WNXLNCFI	Greensboro-Winston Salem-High Pt	GWS

(N)

* The last character of the Wire Center CLLI is an alpha 0.

** The last character of the Wire Center CLLI is an numeric 0.

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24 – BellSouth Wire Center Information

24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
SC	BTBGSCMA	Columbia	CLS
SC	CHAPSCCL	Columbia	CLS
SC	CLMASCAR	Columbia	CLS
SC	CLMASCBQ	Columbia	CLS
SC	CLMASCCH	Columbia	CLS
SC	CLMASCDF	Columbia	CLS
SC	CLMASCEA	Columbia	CLS
SC	CLMAS CJX	Columbia	CLS
SC	CLMASCLN	Columbia	CLS
SC	CLMASCM I	Columbia	CLS
SC	CLMASCMG	Columbia	CLS
SC	CLMASCPA	Columbia	CLS
SC	CLMASCSA	Columbia	CLS
SC	CLMAS CSC	Columbia	CLS
SC	CLMASCSH	Columbia	CLS
SC	CLMASCSN	Columbia	CLS
SC	CLMASCSU	Columbia	CLS
SC	CLMASCSW	Columbia	CLS
SC	CLMASCTE	Columbia	CLS
SC	CLMASCTL	Columbia	CLS
SC	CLMASCTS	Columbia	CLS
SC	CLMBSC32	Columbia	CLS
SC	EOVRSCMA	Columbia	CLS
SC	IRMOSCAP	Columbia	CLS
SC	WCLMSCMA	Columbia	CLS

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24 – BellSouth Wire Center Information

24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
TN	CHTGTN09	Chattanooga	CTN
TN	CHTGTN12	Chattanooga	CTN
TN	CHTGTNBR	Chattanooga	CTN
TN	CHTGTNDT	Chattanooga	CTN
TN	CHTGTNGZ	Chattanooga	CTN
TN	CHTGTNHT	Chattanooga	CTN
TN	CHTGTNMA	Chattanooga	CTN
TN	CHTGTNMV	Chattanooga	CTN
TN	CHTGTNNS	Chattanooga	CTN
TN	CHTGTNRB	Chattanooga	CTN
TN	CHTGTNRO	Chattanooga	CTN
TN	CHTGTNSE	Chattanooga	CTN
TN	CHTGTNSM	Chattanooga	CTN
TN	JSPRTNMT	Chattanooga	CTN
TN	SDDSTNMA	Chattanooga	CTN
TN	SPBGTNMA	Chattanooga	CTN
TN	WHWLTNMA	Chattanooga	CTN
TN	CLTNTNMA	Knoxville	KNV
TN	FIVLTNMA	Knoxville	KNV
TN	GRNBTNMA	Knoxville	KNV
TN	KNVLTN01	Knoxville	KNV
TN	KNVLTN02	Knoxville	KNV
TN	KNVLTN11	Knoxville	KNV
TN	KNVLTNBE	Knoxville	KNV
TN	KNVLTNBH	Knoxville	KNV
TN	KNVLTNFC	Knoxville	KNV
TN	KNVLTNII	Knoxville	KNV
TN	KNVLTNMA	Knoxville	KNV
TN	KNVLTNNA	Knoxville	KNV
TN	KNVLTNPF	Knoxville	KNV
TN	KNVLTNWH	Knoxville	KNV
TN	KNVLTNYH	Knoxville	KNV
TN	KNVMTNOY	Knoxville	KNV
TN	LKCYTNMA	Knoxville	KNV
TN	MAVLTNMA	Knoxville	KNV
TN	MYVLTNMA	Knoxville	KNV
TN	NRRSTNMA	Knoxville	KNV
TN	OKRGTNMT	Knoxville	KNV
TN	TWNSTNMA	Knoxville	KNV

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24.2.1 MSAs with Full Service Relief (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
TN	ARTNTNMT	Memphis	MEM
TN	CHTHTNDN	Memphis	MEM
TN	CVTNTNMT	Memphis	MEM
TN	GTWSTNSW	Memphis	MEM
TN	HRNNMSDS	Memphis	MEM
TN	MMPHTN02	Memphis	MEM
TN	MMPHTN20	Memphis	MEM
TN	MMPHTN32	Memphis	MEM
TN	MMPHTNBA	Memphis	MEM
TN	MMPHTNCK	Memphis	MEM
TN	MMPHTNCT	Memphis	MEM
TN	MMPHTNEL	Memphis	MEM
TN	MMPHTNFR	Memphis	MEM
TN	MMPHTNGT	Memphis	MEM
TN	MMPHTNHP	Memphis	MEM
TN	MMPHTNMA	Memphis	MEM
TN	MMPHTNMT	Memphis	MEM
TN	MMPHTNOA	Memphis	MEM
TN	MMPHTNSL	Memphis	MEM
TN	MMPHTNST	Memphis	MEM
TN	MMPHTNSZ	Memphis	MEM
TN	MMPHTNWW	Memphis	MEM
TN	MMPJTJNJ	Memphis	MEM
TN	MMPJTNSG	Memphis	MEM
TN	SOHNMSDC	Memphis	MEM
TN	ACHLTNMT	Nashville-Davidson	NDT
TN	ASCYTNMA	Nashville-Davidson	NDT
TN	CHRLTNMT	Nashville-Davidson	NDT
TN	CRPLTNMA	Nashville-Davidson	NDT
TN	DKSNTNMT	Nashville-Davidson	NDT
TN	EAVLTNMA	Nashville-Davidson	NDT
TN	FKLNTNCC	Nashville-Davidson	NDT
TN	FKLNTNMA	Nashville-Davidson	NDT
TN	FRVWTNMT	Nashville-Davidson	NDT
TN	GALLTNMA	Nashville-Davidson	NDT
TN	GDVLTNMA	Nashville-Davidson	NDT
TN	GNBRTNMA	Nashville-Davidson	NDT

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24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
TN	HDVLTNMA	Nashville-Davidson	NDT
TN	LBNNTNMA	Nashville-Davidson	NDT
TN	MRBOTNMA	Nashville-Davidson	NDT
TN	NSVLTN02	Nashville-Davidson	NDT
TN	NSVLTN08	Nashville-Davidson	NDT
TN	NSVLTN18	Nashville-Davidson	NDT
TN	NSVLTN32	Nashville-Davidson	NDT
TN	NSVLTN48	Nashville-Davidson	NDT
TN	NSVLTNAA	Nashville-Davidson	NDT
TN	NSVLTNAP	Nashville-Davidson	NDT
TN	NSVLTNBH	Nashville-Davidson	NDT
TN	NSVLTNBV	Nashville-Davidson	NDT
TN	NSVLTNBW	Nashville-Davidson	NDT
TN	NSVLTNCD	Nashville-Davidson	NDT
TN	NSVLTNCH	Nashville-Davidson	NDT
TN	NSVLTNDO	Nashville-Davidson	NDT
TN	NSVLTNDB	Nashville-Davidson	NDT
TN	NSVLTNDO	Nashville-Davidson	NDT
TN	NSVLTNHH	Nashville-Davidson	NDT
TN	NSVLTNIN	Nashville-Davidson	NDT
TN	NSVLTNMA	Nashville-Davidson	NDT
TN	NSVLTNMC	Nashville-Davidson	NDT
TN	NSVLTNMT	Nashville-Davidson	NDT
TN	NSVLTNST	Nashville-Davidson	NDT
TN	NSVLTNUN	Nashville-Davidson	NDT
TN	NSVLTNWC	Nashville-Davidson	NDT
TN	NSVLTNWH	Nashville-Davidson	NDT
TN	NSVLTNWM	Nashville-Davidson	NDT
TN	NSVMTN03	Nashville-Davidson	NDT
TN	NSVMTN30	Nashville-Davidson	NDT
TN	NSVMTNDB	Nashville-Davidson	NDT
TN	OLHCTNMA	Nashville-Davidson	NDT
TN	PSVWTNMT	Nashville-Davidson	NDT
TN	PTLDTNMA	Nashville-Davidson	NDT
TN	SMYRTNMA	Nashville-Davidson	NDT
TN	SPFDTNMA	Nashville-Davidson	NDT
TN	TRINTNMA	Nashville-Davidson	NDT
TN	VNLRTNMA	Nashville-Davidson	NDT
TN	WHBLTNMT	Nashville-Davidson	NDT
TN	WHHSTNMA	Nashville-Davidson	NDT
TN	WTTWTNMA	Nashville-Davidson	NDT

(N)

(N)

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ACCESS SERVICE
 24 – BellSouth Wire Center Information

24.2.2 Limited Service Relief MSA's

The following MSAs and associated wire centers are available for Limited Service Relief. Limited Service Relief MSAs are those MSAs in which the Company has qualified for Phase II pricing flexibility for all elements of service except local channels (channel terminations) between a LEC end office and a customer (end user) premises.

State	Wire Center CLLI	MSA Name	MSA Code	
AL	ALBSALMA	Birmingham	BHM	
AL	BRHMAL06	Birmingham	BHM	
AL	BRHMAL13	Birmingham	BHM	
AL	BRHMAL16	Birmingham	BHM	
AL	BRHMALAR	Birmingham	BHM	
AL	BRHMALBC	Birmingham	BHM	
AL	BRHMALCH	Birmingham	BHM	
AL	BRHMALCP	Birmingham	BHM	
AL	BRHMALEL	Birmingham	BHM	
AL	BRHMALEN	Birmingham	BHM	
AL	BRHMALEW	Birmingham	BHM	
AL	BRHMALFC	Birmingham	BHM	(N)
AL	BRHMALFO	Birmingham	BHM	
AL	BRHMALFS	Birmingham	BHM	
AL	BRHMALHW	Birmingham	BHM	
AL	BRHMALML	Birmingham	BHM	
AL	BRHMALMT	Birmingham	BHM	
AL	BRHMALOM	Birmingham	BHM	
AL	BRHMALOX	Birmingham	BHM	
AL	BRHMALQA	Birmingham	BHM	
AL	BRHMALRC	Birmingham	BHM	
AL	BRHMALTA	Birmingham	BHM	
AL	BRHMALVA	Birmingham	BHM	
AL	BRHMALWD	Birmingham	BHM	(N)
AL	BRHMALWE	Birmingham	BHM	
AL	BRHMALWL	Birmingham	BHM	
AL	BRHMALYN	Birmingham	BHM	
AL	BSMRALBP	Birmingham	BHM	
AL	BSMRALHT	Birmingham	BHM	
AL	BSMRALMA	Birmingham	BHM	
AL	CALRALMA	Birmingham	BHM	
AL	CHLSALMA	Birmingham	BHM	
AL	CLMBALMA	Birmingham	BHM	
AL	CRDVALMA	Birmingham	BHM	
AL	CRHLALNM	Birmingham	BHM	

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24 – BellSouth Wire Center Information

24.2.2 Limited Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
AL	DORAALMA	Birmingham	BHM
AL	GRDLALNM	Birmingham	BHM
AL	GYVLALNM	Birmingham	BHM
AL	JSPRALMT	Birmingham	BHM
AL	MNTVALNM	Birmingham	BHM
AL	PNSNALMA	Birmingham	BHM
AL	PRSHALNM	Birmingham	BHM
AL	VNCNALMA	Birmingham	BHM
AL	ALVLALMA	Huntsville	HVL
AL	ATHNALER	Huntsville	HVL
AL	ATHNALMA	Huntsville	HVL
AL	BOAZALMA	Huntsville	HVL
AL	GTVLALNM	Huntsville	HVL
AL	HNVIAL03	Huntsville	HVL
AL	HNVIAL15	Huntsville	HVL
AL	HNVIAL18	Huntsville	HVL
AL	HNVIAL96	Huntsville	HVL
AL	HNVIALDY	Huntsville	HVL
AL	HNVIALLLW	Huntsville	HVL
AL	HNVIALMT	Huntsville	HVL
AL	HNVIALPW	Huntsville	HVL
AL	HNVIALRA	Huntsville	HVL
AL	HNVIALRW	Huntsville	HVL
AL	HNVIALUN	Huntsville	HVL
AL	HZGRALMA	Huntsville	HVL
AL	MDSNALNM	Huntsville	HVL
AL	MDSNALOM	Huntsville	HVL

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24 – BellSouth Wire Center Information

24.2.2 Limited Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
AL	BLFNALMA	Mobile	MOB
AL	BYMNALMA	Mobile	MOB
AL	CTRNALNM	Mobile	MOB
AL	FRHPALMA	Mobile	MOB
AL	MOBLAL02	Mobile	MOB
AL	MOBLAL07	Mobile	MOB
AL	MOBLAL10	Mobile	MOB
AL	MOBLAL12	Mobile	MOB
AL	MOBLALAP	Mobile	MOB
AL	MOBLALAZ	Mobile	MOB
AL	MOBLALBF	Mobile	MOB
AL	MOBLALMT	Mobile	MOB
AL	MOBLALOS	Mobile	MOB
AL	MOBLALPR	Mobile	MOB
AL	MOBLALSA	Mobile	MOB
AL	MOBLALSE	Mobile	MOB
AL	MOBLALSF	Mobile	MOB
AL	MOBLALSH	Mobile	MOB
AL	MOBLALSK	Mobile	MOB
AL	MOBLALTH	Mobile	MOB
AL	MTVRALMA	Mobile	MOB

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24 – BellSouth Wire Center Information

24.2.2 Limited Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
FL	LYHNFLOH	Panama City	PNC
FL	PCBHFLNT	Panama City	PNC
FL	PNCYFLCA	Panama City	PNC
FL	PNCYFLDA	Panama City	PNC
FL	PNCYFLDQ	Panama City	PNC
FL	PNCYFLJL	Panama City	PNC
FL	PNCYFLMA	Panama City	PNC
FL	YNFNFLMA	Panama City	PNC
GA	AGSTGAU	Augusta	AUG
GA	AGSTGABB	Augusta	AUG
GA	AGSTGABM	Augusta	AUG
GA	AGSTGADL	Augusta	AUG
GA	AGSTGAEF	Augusta	AUG
GA	AGSTGAFL	Augusta	AUG
GA	AGSTGAGH	Augusta	AUG
GA	AGSTGAMT	Augusta	AUG
GA	AGSTGATH	Augusta	AUG
GA	AIKNSCMA	Augusta	AUG
GA	APNGGAES	Augusta	AUG
GA	BATHSCMA	Augusta	AUG
GA	BHISSCMA	Augusta	AUG
GA	GIVLSCMA	Augusta	AUG
GA	HPHZGAES	Augusta	AUG
GA	HRLMGAMA	Augusta	AUG
GA	NWELSCMA	Augusta	AUG
GA	THSNGAMA	Augusta	AUG

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24.2.2 Limited Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
KY	GRTWKYMA	Lexington-Fayette	LFK
KY	LXTNKY01	Lexington-Fayette	LFK
KY	LXTNKY02	Lexington-Fayette	LFK
KY	LXTNKY24	Lexington-Fayette	LFK
KY	LXTNKY36	Lexington-Fayette	LFK
KY	LXTNKYPP	Lexington-Fayette	LFK
KY	LXTNKYUK	Lexington-Fayette	LFK
KY	LXTOKYLE	Lexington-Fayette	LFK
KY	MLBGKYMA	Lexington-Fayette	LFK
KY	PARSKYMA	Lexington-Fayette	LFK
KY	SDVLKYMA	Lexington-Fayette	LFK
KY	STGRKYMA	Lexington-Fayette	LFK
KY	WNCHKYAT	Lexington-Fayette	LFK
KY	WNCHKYMA	Lexington-Fayette	LFK
KY	WNCHKYPV	Lexington-Fayette	LFK

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24 – BellSouth Wire Center Information

24.2.2 Limited Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
LA	BUSHLAMA	New Orleans	NOR
LA	CVTNLAMA	New Orleans	NOR
LA	DLCXLAMA	New Orleans	NOR
LA	FLSMLAMA	New Orleans	NOR
LA	KNNRLAHN	New Orleans	NOR
LA	LCMBLAMA	New Orleans	NOR
LA	LFTTLAMA	New Orleans	NOR
LA	LKCTLAMA	New Orleans	NOR
LA	MDVILAMA	New Orleans	NOR
LA	MNVLLAMA	New Orleans	NOR
LA	MTRELAAIL	New Orleans	NOR
LA	NWORLA05	New Orleans	NOR
LA	NWORLA19	New Orleans	NOR
LA	NWORLA23	New Orleans	NOR
LA	NWORLA40	New Orleans	NOR
LA	NWORLA81	New Orleans	NOR
LA	NWORLAAV	New Orleans	NOR
LA	NWORLABM	New Orleans	NOR
LA	NWORLACA	New Orleans	NOR
LA	NWORLACM	New Orleans	NOR
LA	NWORLAFR	New Orleans	NOR
LA	NWORLAIY	New Orleans	NOR
LA	NWORLALK	New Orleans	NOR
LA	NWORLAMA	New Orleans	NOR
LA	NWORLAMC	New Orleans	NOR
LA	NWORLAMO	New Orleans	NOR
LA	NWORLAMR	New Orleans	NOR
LA	NWORLAMT	New Orleans	NOR
LA	NWORLAMU	New Orleans	NOR
LA	NWORLARV	New Orleans	NOR
LA	NWORLASC	New Orleans	NOR
LA	NWORLASK	New Orleans	NOR
LA	NWORLASW	New Orleans	NOR
LA	PRRVLAMA	New Orleans	NOR
LA	SLIDLAMA	New Orleans	NOR
LA	YSCLLAMA	New Orleans	NOR

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24.2.2 Limited Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code	
NC	AHVLNCAT	Asheville	ASV	
NC	AHVLNCBI	Asheville	ASV	
NC	AHVLNCHA	Asheville	ASV	
NC	AHVLNCOH	Asheville	ASV	
NC	AHVLNCOT	Asheville	ASV	
NC	AHVLNCPS	Asheville	ASV	
NC	AHVLNCWF	Asheville	ASV	(N)
NC	ARDNNCCE	Asheville	ASV	
NC	BCMTNCCE	Asheville	ASV	
NC	ENKANCMA	Asheville	ASV	
NC	FRVWNCMA	Asheville	ASV	
NC	LCSRNCMA	Asheville	ASV	
NC	SWNNNCMA	Asheville	ASV	
SC	CHTNSCBE	Charleston	CNC	
SC	CHTNSCDP	Charleston	CNC	
SC	CHTNSCDT	Charleston	CNC	
SC	CHTNSCDX	Charleston	CNC	(N)
SC	CHTNSCJM	Charleston	CNC	
SC	CHTNSCJN	Charleston	CNC	
SC	CHTNSCLB	Charleston	CNC	
SC	CHTNSCNO	Charleston	CNC	
SC	CHTNSCPC	Charleston	CNC	(N)
SC	CHTNSCPS	Charleston	CNC	
SC	CHTNSCTS	Charleston	CNC	
SC	CHTNSCWA	Charleston	CNC	
SC	EDBHSCMA	Charleston	CNC	
SC	FLBHSCMA	Charleston	CNC	
SC	ISPLSCIS	Charleston	CNC	
SC	MNPLSCES	Charleston	CNC	
SC	NCHRSCCT	Charleston	CNC	(N)
SC	SBRKSCSK	Charleston	CNC	
SC	STGRSCMA	Charleston	CNC	
SC	SUVLSCMA	Charleston	CNC	

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24 – BellSouth Wire Center Information

24.2.2 Limited Service Relief MSA's (Cont'd)

MEMORANDUM

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 24 – BellSouth Wire Center Information

24.2.2 Limited Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code	
SC	BLRGSCMA	Greenville	GSS	
SC	CENTSCWS	Greenville	GSS	
SC	CLNSCMA	Greenville	GSS	
SC	ESLYSCMA	Greenville	GSS	
SC	FNINSCES	Greenville	GSS	
SC	FNVLSCMA	Greenville	GSS	
SC	GNVLSCAH	Greenville	GSS	
SC	GNVLSCBE	Greenville	GSS	
SC	GNVLSCBU	Greenville	GSS	
SC	GNVLSCCH	Greenville	GSS	
SC	GNVLSCCR	Greenville	GSS	
SC	GNVLSCDB	Greenville	GSS	
SC	GNVLSCDT	Greenville	GSS	
SC	GNVLSCHP	Greenville	GSS	
SC	GNVLSCIG	Greenville	GSS	(N)
SC	GNVLSCMC	Greenville	GSS	
SC	GNVLSCMZ	Greenville	GSS	
SC	GNVLSCSE	Greenville	GSS	
SC	GNVLSCTB	Greenville	GSS	
SC	GNVLSCTL	Greenville	GSS	
SC	GNVLSCWE	Greenville	GSS	
SC	GNVLSCWP	Greenville	GSS	
SC	GNVLSCWR	Greenville	GSS	
SC	GNVMSCOI	Greenville	GSS	(N)
SC	GRERSCMA	Greenville	GSS	
SC	LBRTSCMA	Greenville	GSS	
SC	LYMNSCES	Greenville	GSS	
SC	LYMNSCIP	Greenville	GSS	
SC	MRTTSCMA	Greenville	GSS	
SC	PCKNSCES	Greenville	GSS	
SC	PCLTSCES	Greenville	GSS	
SC	PDMTSCES	Greenville	GSS	
SC	SPBGSCBS	Greenville	GSS	
SC	SPBGSCCV	Greenville	GSS	
SC	SPBGSCHW	Greenville	GSS	
SC	SPBGSCMA	Greenville	GSS	
SC	SPBGSCWV	Greenville	GSS	
SC	SPGBSCMA	Greenville	GSS	
SC	SXMLSCMA	Greenville	GSS	
SC	TRRSSCMA	Greenville	GSS	

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24 – BellSouth Wire Center Information

24.2.2 Limited Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
TN	BLSPKYMA	Clarksville-Hopkinsville, TN/KY	CHV
TN	CLVLTNMA	Clarksville-Hopkinsville, TN/KY	CHV
TN	CNHMTNMA	Clarksville-Hopkinsville, TN/KY	CHV
TN	COTNKYMA	Clarksville-Hopkinsville, TN/KY	CHV
TN	FRDNTNMA	Clarksville-Hopkinsville, TN/KY	CHV
TN	GRACKYMA	Clarksville-Hopkinsville, TN/KY	CHV
TN	HPVLKYMA	Clarksville-Hopkinsville, TN/KY	CHV
TN	LFYTKYMA	Clarksville-Hopkinsville, TN/KY	CHV
TN	OKGVKYES	Clarksville-Hopkinsville, TN/KY	CHV
TN	PLMYTNMA	Clarksville-Hopkinsville, TN/KY	CHV
TN	PMBRKYMA	Clarksville-Hopkinsville, TN/KY	CHV
TN	SANGTNMT	Clarksville-Hopkinsville, TN/KY	CHV

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ACCESS SERVICE

24 – BellSouth Wire Center Information

24.3 BellSouth SWA Metropolitan Statistical Area Wire Centers

This section provides the Metropolitan Statistical Areas (MSAs) and associated wire centers in which the Company has received Phase I BellSouth SWA pricing flexibility pursuant to Subpart H of Part 69 of the Commission's Rules. Section 6 of this Tariff governs the offering of BellSouth SWA services in these MSAs.

24.3.1 BellSouth SWA MSAs

BellSouth SWA MSAs are those MSAs in which the Company has qualified for Phase I switched access pricing flexibility for common line, traffic sensitive switched access services, and the traffic sensitive components of tandem switched transport services.

State	Wire Center CLLI	MSA Name	MSA Code
AL	HLVIALMA	Montgomery	MTA
AL	MTGMAL10	Montgomery	MTA
AL	MTGMAL11	Montgomery	MTA
AL	MTGMAL12	Montgomery	MTA
AL	MTGMAL13	Montgomery	MTA
AL	MTGMALBI	Montgomery	MTA
AL	MTGMALDA	Montgomery	MTA
AL	MTGMALGM	Montgomery	MTA
AL	MTGMALMB	Montgomery	MTA
AL	MTGMALMT	Montgomery	MTA
AL	MTGMALNO	Montgomery	MTA
AL	PRVLALMA	Montgomery	MTA
AL	WTMPALMA	Montgomery	MTA

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24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
FL	BLDWFLMA	Jacksonville	JSV
FL	FRBHFLFP	Jacksonville	JSV
FL	FTGRFLMA	Jacksonville	JSV
FL	GCSPFLCN	Jacksonville	JSV
FL	JCBHFLAB	Jacksonville	JSV
FL	JCBHFLMA	Jacksonville	JSV
FL	JCBHFLSP	Jacksonville	JSV
FL	JCVLFLAR	Jacksonville	JSV
FL	JCVLFLAV	Jacksonville	JSV
FL	JCVLFLBW	Jacksonville	JSV
FL	JCVLFLCL	Jacksonville	JSV
FL	JCVLFLED	Jacksonville	JSV
FL	JCVLFLFC	Jacksonville	JSV
FL	JCVLFLGH	Jacksonville	JSV
FL	JCVLFLIA	Jacksonville	JSV
FL	JCVLFLJJ	Jacksonville	JSV
FL	JCVLFLJT	Jacksonville	JSV
FL	JCVLFLKJ	Jacksonville	JSV
FL	JCVLFLLF	Jacksonville	JSV
FL	JCVLFLMT	Jacksonville	JSV
FL	JCVLFLNO	Jacksonville	JSV
FL	JCVLFLOW	Jacksonville	JSV
FL	JCVLFLRV	Jacksonville	JSV
FL	JCVLFLSB	Jacksonville	JSV
FL	JCVLFLSE	Jacksonville	JSV
FL	JCVLFLSJ	Jacksonville	JSV
FL	JCVLFLSK	Jacksonville	JSV
FL	JCVLFLSM	Jacksonville	JSV
FL	JCVLFLWA	Jacksonville	JSV
FL	JCVLFLWC	Jacksonville	JSV
FL	JCVLFLWT	Jacksonville	JSV
FL	JCVLFLZL	Jacksonville	JSV
FL	KYHGFLMA	Jacksonville	JSV
FL	MDBGFLPM	Jacksonville	JSV
FL	MNDRFLAV	Jacksonville	JSV
FL	MNDRFLLO	Jacksonville	JSV
FL	MNDRFLW	Jacksonville	JSV
FL	MXVLFLMA	Jacksonville	JSV
FL	ORPKFLMA	Jacksonville	JSV
FL	ORPKFLRW	Jacksonville	JSV
FL	PNVDFLMA	Jacksonville	JSV
FL	STAGFLBS	Jacksonville	JSV
FL	STAGFLMA	Jacksonville	JSV
FL	STAGFLSH	Jacksonville	JSV
FL	STAGFLWG	Jacksonville	JSV
FL	YULEFLMA	Jacksonville	JSV

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24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code	(N)
FL	DRBHFLMA	Miami-Ft Lauderdale	MFH	(N)
FL	FTLDLFL17	Miami-Ft Lauderdale	MFH	(N)
FL	FTLDLFLAI	Miami-Ft Lauderdale	MFH	(N)
FL	FTLDLFLAM	Miami-Ft Lauderdale	MFH	(N)
FL	FTLDLFLAP	Miami-Ft Lauderdale	MFH	(N)
FL	FTLDLFLCR	Miami-Ft Lauderdale	MFH	(N)
FL	FTLDLFLCY	Miami-Ft Lauderdale	MFH	(N)
FL	FTLDLFLB	Miami-Ft Lauderdale	MFH	(N)
FL	FTLDLFLHQ	Miami-Ft Lauderdale	MFH	(N)
FL	FTLDLFLJA	Miami-Ft Lauderdale	MFH	(N)
FL	FTLDLFLMA	Miami-Ft Lauderdale	MFH	(N)
FL	FTLDLFLMR	Miami-Ft Lauderdale	MFH	(N)
FL	FTLDLFLOA	Miami-Ft Lauderdale	MFH	(N)
FL	FTLDLFLOV	Miami-Ft Lauderdale	MFH	(N)
FL	FTLDLFLPL	Miami-Ft Lauderdale	MFH	(N)
FL	FTLDLFLSF	Miami-Ft Lauderdale	MFH	(N)
FL	FTLDLFLSG	Miami-Ft Lauderdale	MFH	(N)
FL	FTLDLFLSU	Miami-Ft Lauderdale	MFH	(N)
FL	FTLDLFLTB	Miami-Ft Lauderdale	MFH	(N)
FL	FTLDLFLTT	Miami-Ft Lauderdale	MFH	(N)
FL	FTLDLFLWN	Miami-Ft Lauderdale	MFH	(N)
FL	HLWDFLHA	Miami-Ft Lauderdale	MFH	(N)
FL	HLWDFLMA	Miami-Ft Lauderdale	MFH	(N)
FL	HLWDFLPE	Miami-Ft Lauderdale	MFH	(N)
FL	HLWDFLWH	Miami-Ft Lauderdale	MFH	(N)
FL	HMSTFLEA	Miami-Ft Lauderdale	MFH	(N)
FL	HMSTFLHM	Miami-Ft Lauderdale	MFH	(N)
FL	HMSTFLNA	Miami-Ft Lauderdale	MFH	(N)
FL	MIAMFL97	Miami-Ft Lauderdale	MFH	(N)
FL	MIAMFLAC	Miami-Ft Lauderdale	MFH	(N)
FL	MIAMFLAE	Miami-Ft Lauderdale	MFH	(N)
FL	MIAMFLAL	Miami-Ft Lauderdale	MFH	(N)
FL	MIAMFLAP	Miami-Ft Lauderdale	MFH	(N)
FL	MIAMFLBA	Miami-Ft Lauderdale	MFH	(N)
FL	MIAMFLBB	Miami-Ft Lauderdale	MFH	(N)
FL	MIAMFLBC	Miami-Ft Lauderdale	MFH	(N)
FL	MIAMFLBR	Miami-Ft Lauderdale	MFH	(N)
FL	MIAMFLCA	Miami-Ft Lauderdale	MFH	(N)
FL	MIAMFLDA	Miami-Ft Lauderdale	MFH	(N)
FL	MIAMFLDB	Miami-Ft Lauderdale	MFH	(N)
FL	MIAMFLFL	Miami-Ft Lauderdale	MFH	(N)
FL	MIAMFLGR	Miami-Ft Lauderdale	MFH	(N)
FL	MIAMFLHL	Miami-Ft Lauderdale	MFH	(N)

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24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
FL	MIAMFLIC	Miami-Ft Lauderdale	MFH
FL	MIAMFLKE	Miami-Ft Lauderdale	MFH
FL	MIAMFLLD	Miami-Ft Lauderdale	MFH
FL	MIAMFLME	Miami-Ft Lauderdale	MFH
FL	MIAMFLNM	Miami-Ft Lauderdale	MFH
FL	MIAMFLNS	Miami-Ft Lauderdale	MFH
FL	MIAMFLOL	Miami-Ft Lauderdale	MFH
FL	MIAMFLPB	Miami-Ft Lauderdale	MFH
FL	MIAMFLPL	Miami-Ft Lauderdale	MFH
FL	MIAMFLQX	Miami-Ft Lauderdale	MFH
FL	MIAMFLRR	Miami-Ft Lauderdale	MFH
FL	MIAMFLSB	Miami-Ft Lauderdale	MFH
FL	MIAMFLSH	Miami-Ft Lauderdale	MFH
FL	MIAMFLSO	Miami-Ft Lauderdale	MFH
FL	MIAMFLUJ	Miami-Ft Lauderdale	MFH
FL	MIAMFLWD	Miami-Ft Lauderdale	MFH
FL	MIAMFLWM	Miami-Ft Lauderdale	MFH
FL	MIAMFLYJ	Miami-Ft Lauderdale	MFH
FL	MIANFLYI	Miami-Ft Lauderdale	MFH
FL	MIANFLPV	Miami-Ft Lauderdale	MFH
FL	MIANFLWK	Miami-Ft Lauderdale	MFH
FL	MIAPFLYO	Miami-Ft Lauderdale	MFH
FL	NDADFLAC	Miami-Ft Lauderdale	MFH
FL	NDADFLBR	Miami-Ft Lauderdale	MFH
FL	NDADFLGG	Miami-Ft Lauderdale	MFH
FL	NDADFLOL	Miami-Ft Lauderdale	MFH
FL	NIANFLPV	Miami-Ft Lauderdale	MFH
FL	OJUSFTL	Miami-Ft Lauderdale	MFH
FL	PMBHFLCS	Miami-Ft Lauderdale	MFH
FL	PMBHFLDR	Miami-Ft Lauderdale	MFH
FL	PMBHFLED	Miami-Ft Lauderdale	MFH
FL	PMBHFLFE	Miami-Ft Lauderdale	MFH
FL	PMBHFLMA	Miami-Ft Lauderdale	MFH
FL	PMBHFLNP	Miami-Ft Lauderdale	MFH
FL	PMBHFLTA	Miami-Ft Lauderdale	MFH
FL	PRRNFLMA	Miami-Ft Lauderdale	MFH

BELLSOUTH TELECOMMUNICATIONS, INC.
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 ISSUED: MAY 17, 2002

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ACCESS SERVICE

24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
FL	EORNFLMA	Orlando	ORL
FL	GENVFLMA	Orlando	ORL
FL	LKMRFLMA	Orlando	ORL
FL	LKMRFLMF	Orlando	ORL
FL	LKMRFL01	Orlando	ORL
FL	ORLDFL1F	Orlando	ORL
FL	ORLDFL60	Orlando	ORL
FL	ORLDFLAP	Orlando	ORL
FL	ORLDFLCD	Orlando	ORL
FL	ORLDFLCL	Orlando	ORL
FL	ORLDFLMA	Orlando	ORL
FL	ORLDFLMB	Orlando	ORL
FL	ORLDFLMO	Orlando	ORL
FL	ORLDFLMT	Orlando	ORL
FL	ORLDFLOV	Orlando	ORL
FL	ORLDFLPC	Orlando	ORL
FL	ORLDFLPH	Orlando	ORL
FL	ORLDFLSA	Orlando	ORL
FL	ORLDFLSO	Orlando	ORL
FL	ORLDFLZZ	Orlando	ORL
FL	ORLEFLFE	Orlando	ORL
FL	ORLEFLGV	Orlando	ORL
FL	ORLPFLAP	Orlando	ORL
FL	OVIDFLCA	Orlando	ORL
FL	LYHNFLOH	Panama City	PNC
FL	PCBHFLNT	Panama City	PNC
FL	PNCYFLCA	Panama City	PNC
FL	PNCYFLDA	Panama City	PNC
FL	PNCYFLDQ	Panama City	PNC
FL	PNCYFLJL	Panama City	PNC
FL	PNCYFLMA	Panama City	PNC
FL	YNFNFLMA	Panama City	PNC

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ACCESS SERVICE

24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
GA	ACWOGAMA	Atlanta	ATL
GA	ALPRGAHE	Atlanta	ATL
GA	ALPRGAMA	Atlanta	ATL
GA	ALTNGACS	Atlanta	ATL
GA	ASTLGAMA	Atlanta	ATL
GA	ATLAGADD	Atlanta	ATL
GA	ATLAGAKH	Atlanta	ATL
GA	ATLBGABU	Atlanta	ATL
GA	ATLBGACL	Atlanta	ATL
GA	ATLNGAAD	Atlanta	ATL
GA	ATLNGAB7	Atlanta	ATL
GA	ATLNGABH	Atlanta	ATL
GA	ATLNGABU	Atlanta	ATL
GA	ATLNGACA	Atlanta	ATL
GA	ATLNGACD	Atlanta	ATL
GA	ATLNGACH	Atlanta	ATL
GA	ATLNGACS	Atlanta	ATL
GA	ATLNGADK	Atlanta	ATL
GA	ATLNGADL	Atlanta	ATL
GA	ATLNGADZ	Atlanta	ATL
GA	ATLNGAEB	Atlanta	ATL
GA	ATLNGAEL	Atlanta	ATL
GA	ATLNGAEP	Atlanta	ATL
GA	ATLNGAFP	Atlanta	ATL
GA	ATLNGAGC	Atlanta	ATL
GA	ATLNGAGR	Atlanta	ATL
GA	ATLNGAGX	Atlanta	ATL
GA	ATLNGAHP	Atlanta	ATL
GA	ATLNGAHR	Atlanta	ATL
GA	ATLNGAHY	Atlanta	ATL
GA	ATLNGAIA	Atlanta	ATL
GA	ATLNGAIC	Atlanta	ATL
GA	ATLNGALA	Atlanta	ATL
GA	ATLNGALH	Atlanta	ATL
GA	ATLNGAMA	Atlanta	ATL
GA	ATLNGAMQ	Atlanta	ATL
GA	ATLNGANW	Atlanta	ATL
GA	ATLNGAPF	Atlanta	ATL

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ACCESS SERVICE

24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code
GA	ATLNGAPK	Atlanta	ATL
GA	ATLNGAPP	Atlanta	ATL
GA	ATLNGAPX	Atlanta	ATL
GA	ATLNGAQS	Atlanta	ATL
GA	ATLNGARM	Atlanta	ATL
GA	ATLNGASS	Atlanta	ATL
GA	ATLNGATH	Atlanta	ATL
GA	ATLNGATL	Atlanta	ATL
GA	ATLNGAWD	Atlanta	ATL
GA	ATLNGAWE	Atlanta	ATL
GA	ATLNGAWO	Atlanta	ATL
GA	BUFRGABH	Atlanta	ATL
GA	CHMBGAMA	Atlanta	ATL
GA	CLTHGAHS	Atlanta	ATL
GA	CMNGGAMA	Atlanta	ATL
GA	CNYRGAMA	Atlanta	ATL
GA	CVTNGAMT	Atlanta	ATL
GA	DGVLGAIA	Atlanta	ATL
GA	DGVLGAMA	Atlanta	ATL
GA	DLLSGAES	Atlanta	ATL
GA	DLTHGAHS	Atlanta	ATL
GA	DNWDGAMA	Atlanta	ATL
GA	DNWDGAMC	Atlanta	ATL
GA	FRBNGAEB	Atlanta	ATL
GA	FYVLGASG	Atlanta	ATL
GA	HMPNGAJW	Atlanta	ATL
GA	JCSNGAMA	Atlanta	ATL
GA	JNBOGAMA	Atlanta	ATL
GA	LGVLGACS	Atlanta	ATL
GA	LLBNGAMA	Atlanta	ATL
GA	LRVLGAOS	Atlanta	ATL
GA	LTHNGAJS	Atlanta	ATL
GA	MCDNGAGS	Atlanta	ATL
GA	MNTIGAMA	Atlanta	ATL
GA	MRRWGAMA	Atlanta	ATL
GA	MRTTGAEA	Atlanta	ATL
GA	MRTTGAFS	Atlanta	ATL
GA	MRTTGAMA	Atlanta	ATL

EFFECTIVE: MAY 18, 2002

ACCESS SERVICE

24 – BellSouth Wire Center Information

24.2.1 Full Service Relief MSA's (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code	(N)
GA	NRCRGAHK	Atlanta	ATL	(N)
GA	NRCRGAIS	Atlanta	ATL	(N)
GA	NRCRGAMA	Atlanta	ATL	(N)
GA	NRCRGAQD	Atlanta	ATL	(N)
GA	NRCRGATL	Atlanta	ATL	(N)
GA	PANLGAMA	Atlanta	ATL	(N)
GA	PLMTGAMA	Atlanta	ATL	(N)
GA	PTCYGAMA	Atlanta	ATL	(N)
GA	PWSPGAAS	Atlanta	ATL	(N)
GA	RSWLGADI	Atlanta	ATL	(N)
GA	RSWLGAMA	Atlanta	ATL	(N)
GA	RVDLGAMA	Atlanta	ATL	(N)
GA	SCCRGAMA	Atlanta	ATL	(N)
GA	SMNTGALR	Atlanta	ATL	(N)
GA	SMYRGACS	Atlanta	ATL	(N)
GA	SMYRGADT	Atlanta	ATL	(N)
GA	SMYRGAFE	Atlanta	ATL	(N)
GA	SMYRGAGP	Atlanta	ATL	(N)
GA	SMYRGAHR	Atlanta	ATL	(N)
GA	SMYRGAMA	Atlanta	ATL	(N)
GA	SMYRGAPF	Atlanta	ATL	(N)
GA	SMYRGAPK	Atlanta	ATL	(N)
GA	SNLVGAMA	Atlanta	ATL	(N)
GA	SNMTGALR	Atlanta	ATL	(N)
GA	SNSPGARR	Atlanta	ATL	(N)
GA	STBRGANH	Atlanta	ATL	(N)
GA	STLNGACS	Atlanta	ATL	(N)
GA	SYMRGAPF	Atlanta	ATL	(N)
GA	TUKRGADC	Atlanta	ATL	(N)
GA	TUKRGAMA	Atlanta	ATL	(N)
GA	VLRCGAES	Atlanta	ATL	(N)
GA	WDSTGACR	Atlanta	ATL	(N)
GA	CLMBGAAT	Columbus	COL	(N)
GA	CLMBGABV	Columbus	COL	(N)
GA	CLMBGACZ	Columbus	COL	(N)
GA	CLMBGADH	Columbus	COL	(N)
GA	CLMBGAFN	Columbus	COL	(N)
GA	CLMBGAMT	Columbus	COL	(N)
GA	CLMBGAMW	Columbus	COL	(N)
GA	CSSTGAMA	Columbus	COL	(N)
GA	HRBOALOM	Columbus	COL	(N)
GA	PHCYALFM	Columbus	COL	(N)
GA	PHCYALMA	Columbus	COL	(N)

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ACCESS SERVICE

24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

State	Wire Center CLLI	MSA Name	MSA Code	(N)
LA	BRSSLAMA	Lafayette	LAF	(N)
LA	CRNCLAMA	Lafayette	LAF	(N)
LA	DUSNLAMA	Lafayette	LAF	(N)
LA	LFYTLA17	Lafayette	LAF	(N)
LA	LFYTLAAT	Lafayette	LAF	(N)
LA	LFYTLACL	Lafayette	LAF	(N)
LA	LFYTLAMA	Lafayette	LAF	(N)
LA	LFYTLAVM	Lafayette	LAF	(N)
LA	OPLSLATL	Lafayette	LAF	(N)
LA	SCTTLAAF	Lafayette	LAF	(N)
LA	SMVLLAMA	Lafayette	LAF	(N)
LA	YNVLLAMA	Lafayette	LAF	(N)

EFFECTIVE: AUGUST 25, 2001

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.1 Contract Tariff – No. 001 (N)

(A) This Contract Tariff is valid for a period of 37 months and shall (N)
terminate on September 25, 2004. (N)

(B) The regulations, terms, conditions and incentives provided herein shall (N)
apply to customers subscribing to Contract Tariff No. 001 in the (N)
Metropolitan Statistical Areas (MSAs) defined in 25.1.1.B below. A (N)
customer may subscribe within a period of thirty (30) days following the (N)
Contract Tariff's effective date. (N)

25.1.1 General Regulations (N)

(A) Term and Renewal Options (N)

(1) The customer's contract term under this Contract Tariff is 36 months. (N)
At the end of the contract term, the incentives provided in this (N)
Contract Tariff shall be discontinued. (N)

(2) In order to subscribe to this Contract Tariff, a Letter of Agreement (N)
for Firm Order Commitment provided by the Company must be executed by (N)
the customer's signature and acknowledged by a Company (N)
representative's signature. The Letter of Agreement shall contain (N)
the starting date of the customer's contract term and the Access (N)
Customer Name Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall (N)
apply for the Full Service Relief MSAs listed below. Full Service (N)
Relief MSAs are defined in Section 23 of this Tariff. References made (N)
throughout this Contract Tariff to the customer's annual revenues shall (N)
only include monthly recurring revenues for the combined MSAs shown (N)
below: (N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona (N)
Beach, Gainesville, Greensboro-Winston Salem, Jackson, (N)
Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami- (N)
Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, (N)
Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, (N)
Wilmington, West Palm Beach (N)

EFFECTIVE: DECEMBER 21, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.1 Contract Tariff – No. 001 (Cont'd)

25.1.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.1.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Lie (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

EFFECTIVE: AUGUST 25, 2001

- ACCESS SERVICE (N)
- 25 - Contract Tariffs (Cont'd) (N)
- 25.1 Contract Tariff – No. 001 (Cont'd) (N)
- 25.1.1 General Regulations (Cont'd) (N)
- (D) Minimum Revenue Volume for the Combined MSAs (N)
- The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.1.2, following. These revenues are for the combined MSAs set forth in Section 25.1.1.B., preceding, and for the services described in Section 25.1.1.C., preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues. (N)
- (E) Rates and Charges (N)
- The application of rates and charges for services subject to this Contract Tariff 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)
- (F) Classifications, Practices and Regulations (N)
- (1) Application of Contract Tariff Incentives (N)
- In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and the product suite total annual minimum revenues for each year of the contract term as set forth in Section 25.1.2 following. There are two levels of incentives: 1) Annual Incentive and 2) Product Suite Annual Incentive. These incentives are described as follows: (N)
- (a) Annual Incentive (N)
- An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.1.2 following pursuant to the following conditions. (N)
- The customer will receive the Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff. (N)
 - The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume in any contract term year. Further, the customer's subscription to this Contract Tariff shall be cancelled in accordance with Shortfall Penalty regulations set forth in 25.1.1.F.2. following. (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.1 <u>Contract Tariff – No. 001</u> (Cont'd)	(N)
25.1.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Suite Annual Incentive</u>	(N)
The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.1.2 following. The Product Suite Annual Incentive applies if the customer achieves the product suite total annual minimum revenues at the end of each contract term year and will be equal to the same incentive dollar amount the customer is awarded for the Annual Incentive as described in 25.1.1.F.1.a, preceding.	(N) (N) (N) (N) (N) (N) (N)
- The customer will receive the Product Suite Annual Incentive each contract term year thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.	(N) (N) (N)
- The customer will not receive the Product Suite Annual Incentive if in any year of the contract term the customer fails to achieve the product suite total annual revenue.	(N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.1 <u>Contract Tariff – No. 001</u> (Cont'd)	(N)
25.1.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Advancement of the First Year's Incentives</u>	(N)
- The customer may receive an advancement of the first contract year's Annual Incentive and Product Suite Annual Incentive. This advancement is contingent on the customer achieving by December 31, 2001, 38% of the first contract year's annual minimum-billed revenue volume and 38% of the product suite total annual minimum revenue as shown in Tables 1 and 2 of 25.1.2 following. The Annual Incentive will be computed on incremental revenue exceeding 38% of the annual minimum-billed revenue using the incentive percentage shown in the first band of Table 1 in 25.1.2 following. The Product Suite Annual Incentive will be equivalent to the dollar amount the customer is awarded for the Annual Incentive. The advancement will be credited to the customer's account by January 31, 2002.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
- If the customer does not achieve the annual minimum-billed revenue volume at the end of the first year's contract term, the customer must repay the Company the full amount of the advancement and will be billed thirty days following the contract anniversary date. In addition, Shortfall Penalty regulations will apply as specified in 25.1.1.F.2 following.	(N) (N) (N) (N) (N) (N)
- If the customer achieves the annual minimum-billed revenue volume at the end of the first year's contract term, the Annual Incentive earned by the customer will be adjusted by the amount of the advancement (i.e., (Annual Incentive + Product Suite Annual Incentive earned) – Advancement = Adjusted Incentive). If the Adjusted Incentive is positive, the customer's account will be credited by the Adjusted Incentive thirty days following the customer's contract anniversary date. In the event the Adjusted Incentive is negative, the customer will be billed the Adjusted Incentive thirty days following the customer's contract anniversary date.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.1 <u>Contract Tariff – No. 001</u> (Cont'd)	(N)
25.1.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty for Failure to Meet the Annual Minimum-Billed Revenue Volume and Product Suite Total Annual Revenues</u>	(N)
(a) The customer must achieve the annual minimum-billed revenue volume specified in 25.1.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N)
If the customer does not achieve the annual minimum-billed revenue volume for any year of the contract term, the customer will not receive for such year the Annual Incentive as described in 25.1.1.F.1.a, preceding.	(N)
Failure to achieve the annual minimum-billed revenue for any year of the contract term will result in cancellation of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the customer's subscription cancellation date.	(N)
The customer must achieve the product suite total annual revenue as determined on the anniversary date of the customer's subscription to service under this Contract Tariff to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.1.1.F.1.b, preceding.	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.1 <u>Contract Tariff – No. 001</u> (Cont'd)	(N)
25.1.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(3) <u>Restrictions</u>	(N)
(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein.	(N) (N) (N)
(b) Incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.1.2 following.	(N) (N) (N)
(4) <u>Revenue Accumulation by Bill Period</u>	(N)
The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this contract tariff and ending with the last bill period prior to the customer's contract anniversary date.	(N) (N) (N) (N) (N)
(5) <u>Tax Exclusions</u>	(N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite minimum annual revenues.	(N) (N) (N) (N)
(6) <u>Existing Discount Plans</u>	(N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).	(N) (N) (N) (N)
(7) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N) (N)
(a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.	(N) (N) (N)
(b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.	(N) (N) (N) (N)
(c) The Company reserves the right to terminate the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.	(N) (N) (N)

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ACCESS SERVICE
 25 – Contract Tariffs (Cont'd)

25.1 Contract Tariff – No. 001 (Cont'd)

25.1.2 Annual Revenue Volumes and Incentives

(A) Annual Incentives and Product Suite Annual Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives for each contract term year. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. For example, if the customer achieved revenue of \$345,200,000 at the end of the first year's contract term, the Annual Incentive will be \$14,359,465 (i.e., $(345,200,000 - 305,859,000) \times 36.5\%$). The maximum revenue eligible for an Annual Incentive in each contract term year is shown in Table 1 below. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive.

Table 1	Annual Minimum Billed Revenue Volumes (\$thousands)		
	Year 1	Year 2	Year 3
Minimum Revenue Volumes	\$305,859	\$355,745	\$413,767
(%) Annual Incentives			
35.5%	>\$305,859 - 324,027	>\$355,745 - 376,876	>\$413,767 - 438,344
36%	>\$324,027 - 340,228	>\$376,876 - 395,720	>\$438,344 - 460,262
36.5%	>\$340,228 - 357,240	>\$395,720 - 415,506	>\$460,262 - 483,275
Maximum Revenues	\$357,240	\$415,506	\$483,275

- (2) Table 2 below provides the product suite and the product suite total annual minimum revenue for each contract term year. The customer must achieve each year's total annual minimum revenue* in order to receive a Product Suite Annual Incentive, which is equivalent to the amount the customer is awarded for the Annual Incentive as specified in 25.1.2.A.1 above. For example, if the customer achieved product suite total annual revenues of \$94,200,000 for the first contract term year, the Product Suite Annual Incentive will be \$14,359,465 (see above example in 25.1.2.A.1. above).

Table 2	Product Suite Annual Minimum Revenue (\$thousands)		
	Year 1	Year 2	Year 3
Product Suite			
SMARTRing Service(a.k.a. BellSouth SPA Dedicated Ring)	\$66,780	\$82,291	\$102,400
LightGate Service (a.k.a. BellSouth SPA Point to Point)	\$26,747	\$29,798	\$33,521
*Total Annual Minimum Revenue	\$93,527	\$112,089	\$135,921

EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.2 Contract Tariff – No. 002 (N)

(A) This Contract Tariff is valid for a period of 37 months and shall (N)
terminate on November 17, 2004. (N)

(B) The regulations, terms, conditions and incentives provided herein shall (N)
apply to customers subscribing to Contract Tariff No. 002 in the (N)
Metropolitan Statistical Areas (MSAs) defined in 25.2.1.B below. A (N)
customer may subscribe within a period of thirty (30) days following the (N)
Contract Tariff's effective date. (N)

25.2.1 General Regulations (N)

(A) Term and Renewal Options (N)

(1) The customer's contract term under this Contract Tariff is 36 months. (N)
At the end of the contract term, the incentives provided in this (N)
Contract Tariff shall be discontinued. (N)

(2) In order to subscribe to this Contract Tariff, a Letter of Agreement (N)
for Firm Order Commitment provided by the Company must be executed by (N)
the customer's signature and acknowledged by a Company (N)
representative's signature. The Letter of Agreement shall contain (N)
the starting date of the customer's contract term and the Access (N)
Customer Name Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

(1) The regulations, terms and conditions of this Contract Tariff shall (N)
apply for the Full Service Relief MSAs listed below. Full Service (N)
Relief MSAs are defined in Section 23 of this Tariff. References (N)
made throughout this Contract Tariff to the customer's annual (N)
revenues shall only include monthly recurring revenues for the (N)
combined MSAs shown below: (N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona (N)
Beach, Gainesville, Greensboro-Winston Salem, Jackson, (N)
Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami- (N)
Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, (N)
Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, (N)
Wilmington, West Palm Beach (N)

EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE

(N)

25 – Contract Tariffs

(N)

25.2.1 Contract Tariff – No. 002 (Cont'd)

(N)

(B) Metropolitan Statistical Areas (Cont'd)

(N)

- (2) If the Company receives Full Service Relief in any additional MSA during the customer's term under this Contract Tariff, the Company, at the customer's request, will prepare a proposal for a new Contract Tariff that includes the additional MSA, provided the customer's remaining term under this Contract Tariff is at least 3 months. The proposed new Contract Tariff will provide adjusted revenue volumes in Tables 1 and 2 of 25.2.2, following, to account for the additional MSA. The same methodology used to derive the revenue volumes for the MSAs specified in this Contract Tariff shall be used to derive the revenue volumes for the proposed new Contract Tariff. The proposed new Contract Tariff will contain the same incentives as those specified in 25.2.2 of this Contract Tariff.

Unless agreed to otherwise, the regulations for the proposed new Contract Tariff shall be the same as those set forth in this Contract Tariff, and the term for the proposed new Contract Tariff shall be for the number of months remaining in the customer's term under this Contract Tariff at the time the proposed new Contract Tariff is filed.

Upon the customer's execution of a Letter of Agreement for Firm Order Commitment to accept the proposed new Contract Tariff, the Company will file the proposed new Contract Tariff. Notwithstanding any provisions in this Contract Tariff to the contrary, the customer may cancel its subscription to this Contract Tariff without termination liability if the customer subscribes to the proposed new Contract Tariff prepared in accordance with these provisions.

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ISSUED: DECEMBER 20, 2002

TARIFF F.C.C. NO. 1
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EFFECTIVE: DECEMBER 21, 2002

ACCESS SERVICE
25 – Contract Tariffs

25.2 Contract Tariff – No. 002 (Cont'd)

25.2.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff shall include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.2.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE

25 – Contract Tariffs

25.2 Contract Tariff – No. 002 (Cont'd)

25.2.1 General Regulations (Cont'd)

(C) Description of Services (Cont'd)

- (2) If the Company introduces a new Access Service(s) during the customer's term under this Contract Tariff and such service(s) are afforded Pricing Flexibility according to the Federal Communications Commission's Pricing Flexibility rules and the service(s) are included in one or more other Contract Tariffs under this Section, the Company, at the customer's request, will prepare a proposal for a new Contract Tariff that includes such additional service(s). The term for the proposed new Contract Tariff will be for the remaining months in the customer's contract term under this Contract Tariff and the minimum revenue volumes in 25.2.2, Table 1, following, will be adjusted to account for the additional service(s). The proposed new Contract Tariff shall contain the same incentives as those specified in 25.2.2 of this Contract Tariff.

Unless agreed to otherwise, the regulations for the proposed new Contract Tariff shall be the same as those set forth in this Contract Tariff, and the term of the proposed new Contract Tariff shall be for the number of months remaining in this Contract Tariff at the time the proposed new Contract Tariff is filed.

Upon the customer's execution of a Letter of Agreement for Firm Order Commitment to accept the proposed new Contract Tariff, the Company will file the proposed new Contract Tariff. Notwithstanding any provisions in this Contract Tariff to the contrary, the customer may cancel its subscription to this Contract Tariff without termination liability if the customer subscribes to the proposed new Contract Tariff prepared in accordance with these provisions.

EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.2 <u>Contract Tariff – No. 002</u> (Cont'd)	(N)
25.2.1 <u>General Regulations</u> (Cont'd)	(N)
(D) <u>Minimum Revenue Volume for the Combined MSAs</u>	(N)
The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.2.2, following. These revenues are for the combined MSAs set forth in Section 25.2.1.B., preceding, and include any of the services described in Section 25.2.1.C., preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and have not been adjusted to reflect credits or discounts given in arrears from existing pricing plans the customer may subscribe to in other sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(E) <u>Rates and Charges</u>	(N)
The application of rates and charges for services subject to this Contract Tariff 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. The Company will provide these services in accordance with the Federal Communications Commission's rules and regulations.	(N) (N) (N) (N) (N)
(F) <u>Classifications, Practices and Regulations</u>	(N)
(1) <u>Application of Contract Tariff Incentives</u>	(N)
In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and product suite total annual minimum revenue each contract term year as shown in Tables 1 and 2 in Section 25.2.2, following. There are two levels of incentives: 1) Annual Incentive and 2) Product Suite Annual Incentive. These incentives are described as follows:	(N) (N) (N) (N) (N) (N) (N)
(a) <u>Annual Incentive</u>	(N)
An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.2.2 following pursuant to the following conditions.	(N) (N) (N) (N) (N)
- The customer will receive the Annual Incentive each year of the contract term one month in arrears of the anniversary date of the customer's subscription to service under this Contract Tariff.	(N) (N) (N)
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume in any contract term year. Further, the customer's subscription to this Contract Tariff shall be cancelled in accordance with Shortfall Penalty regulations set forth in 25.2.1.F.2, following.	(N) (N) (N) (N) (N)

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ISSUED: OCTOBER 16, 2001

TARIFF F.C.C. NO. 1
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EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.2 <u>Contract Tariff – No. 002</u> (Cont'd)	(N)
25.2.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Suite Annual Incentive</u>	(N)
The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.2.2 following. The Product Suite Annual Incentive applies if the customer achieves the product suite total annual minimum revenues at the end of each contract term year and will be equal to the same incentive dollar amount the customer is awarded for the Annual Incentive as described in 25.2.1.F.1.a, preceding.	(N) (N) (N) (N) (N) (N) (N)
The customer will receive the Product Suite Annual Incentive each year of the contract term one month in arrears of the customer's contract anniversary date.	(N) (N) (N)
The customer will not receive the Product Suite Annual Incentive if in any year of the contract term the customer fails to achieve the product suite total annual revenue.	(N) (N) (N)

EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.2 <u>Contract Tariff – No. 002</u> (Cont'd)	(N)
25.2.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Advancement of the First Year's Incentives</u>	(N)
The customer may receive an advancement of the first contract year's Annual Incentive and Product Suite Annual Incentive. This advancement is contingent on the customer achieving by November 19, 2001, 16.7% of the first contract year's annual minimum-billed revenue volume and 16.7% of the product suite total annual minimum revenue as shown in Tables 1 and 2 of 25.2.2 following. The Annual Incentive will be computed on incremental revenue exceeding 16.7% of the annual minimum-billed revenue using the incentive percentage shown in the first band of Table 1 in 25.2.2 following. The Product Suite Annual Incentive will be equivalent to the same dollar amount the customer is awarded for the Annual Incentive. The advancement will be credited to the customer's account by December 19, 2001.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
If the customer does not achieve the annual minimum-billed revenue volume at the end of the first year's contract term, the customer must repay the Company the full amount of the advancement and will be billed this amount on the customer's contract anniversary date, one month in arrears. In addition, Shortfall Penalty regulations will apply as specified in 25.2.1.F.2 following.	(N) (N) (N) (N) (N) (N) (N)
If the customer achieves the annual minimum-billed revenue volume at the end of the first year's contract term, the Annual Incentive earned by the customer will be adjusted by the amount of the advancement (i.e., (Annual Incentive + Product Suite Annual Incentive earned) – Advancement = Adjusted Incentive). If the Adjusted Incentive is positive, the customer's account will be credited by the amount of the Adjusted Incentive on the customer's contract anniversary date, one month in arrears. In the event the Adjusted Incentive is negative, the customer will be billed the Adjusted Incentive on the customer's contract anniversary date, one month in arrears.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.2 <u>Contract Tariff – No. 002</u> (Cont'd)	(N)
25.2.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty for Failure to Meet the Annual Minimum-Billed Revenue Volume and Product Suite Total Annual Revenues</u>	(N)
(a) The customer must achieve the annual minimum-billed revenue volume specified in 25.2.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N)
If the customer does not achieve the annual minimum-billed revenue volume for any year of the contract term, the customer will not receive for such year the Annual Incentive as described in 25.2.1.F.1.a, preceding.	(N)
Failure to achieve the annual minimum-billed revenue for any year of the contract term will result in cancellation of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the customer's subscription cancellation date. However, the customer may initiate negotiations for a new Contract Tariff immediately following the Contract Tariff cancellation date.	(N)
The customer must achieve the product suite total annual revenue as determined on the anniversary date of the customer's subscription to service under this Contract Tariff to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.2.1.F.1.b, preceding.	(N)

EFFECTIVE: OCTOBER 17, 2001

- ACCESS SERVICE (N)
25 – Contract Tariffs (N)
- 25.2 Contract Tariff – No. 002 (Cont'd) (N)
- 25.2.1 General Regulations (Cont'd) (N)
- (F) Classifications, Practices and Regulations (Cont'd) (N)
- (3) Restrictions (N)
- (a) A customer subscribing to this Contract Tariff may subscribe to another Contract Tariff contained in this Section under the following conditions: (N)
- The customer must subscribe to the other Contract Tariff within the allowable subscription window specified in the other Contract Tariff. (N)
 - The customer must agree to all regulations, terms, conditions, and incentives provided in the other Contract Tariff. Further, the minimum revenue volumes in the other Contract Tariff must be equal to or greater than those provided in this Contract Tariff as shown in 25.2.2. (N)
 - The customer's subscription to this Contract Tariff will be cancelled upon the effective date of the customer's subscription to the other Contract Tariff, and all incentives the customer has earned under this Contract Tariff will be prorated and awarded to the customer. (N)
 - The customer may subscribe to only one other Contract Tariff upon cancellation of this Contract Tariff. (N)
- (b) Incentives provided under this Contract Tariff shall not apply to annual billed revenues exceeding the maximum revenues specified in 25.2.2 following. (N)
- (c) Nothing contained in this Tariff shall be construed or interpreted to preclude a customer from seeking regulatory, judicial, or other relief for the Company's failure to provide services as required by law and this Tariff. (N)
- (d) The services to which the incentives provided under this Contract Tariff apply shall only be subject to service guarantees specified in Section 2.4.4.B (service assurance warranty) and Section 2.4.9 (service installation guarantee) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21 and 23 of this Tariff shall not apply to services subject to this Contract Tariff unless the Telephone Company and the customer negotiate an amendment to this Contract Tariff. (N)

EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.2 <u>Contract Tariff – No. 002</u> (Cont'd)	(N)
25.2.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(4) <u>Revenue Accumulation by Bill Period</u>	(N)
The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this contract tariff and ending with the last bill period prior to the customer's contract anniversary date. The Company will not accept customer disputes regarding the revenue accumulation method specified herein (i.e., arrearages and partial month payments).	(N)
(5) <u>Adjustments to Monthly Revenues</u>	(N)
The Company will adjust the customer's monthly recurring revenues each month due to rate changes resulting from expired contracts under the Transport Payment Plan (TPP).	(N)
(6) <u>Tax Exclusions</u>	(N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual billed revenues and product suite annual minimum revenues.	(N)
(7) <u>Existing Discount Plans</u>	(N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Transport Payment Plan, Channel Services Payment Plan, etc.).	(N)

EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.2 <u>Contract Tariff – No. 002</u> (Cont'd)	(N)
25.2.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(8) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N)
(a) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.	(N)
(b) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff except as noted in 25.2.1.F.8.c, below. The customer's ACNAs specified in the Letter of Agreement for Firm Order Commitment will be used to determine the customer's annual billed revenue volume.	(N)
The customer may not use Transfer of Service as specified in Sections 6.7.1(C)(4), 7.4.1(C)(4), 21.5.2(D) of this Tariff to change the ACNA of a service that is provided under an ACNA not in the Letter of Agreement to an ACNA that is included in the Letter of Agreement.	(N)
A customer may disconnect a service provided under an ACNA not in the Letter of Agreement and install a new service under an ACNA that is included in the Letter of Agreement. Normal nonrecurring charges and termination liabilities will apply as specified in Section 23 of this Tariff. If it is determined that revenues have been included from ACNAs not specified in the Letter of Agreement, the incentives provided under this Contract Tariff will be recalculated excluding such revenues.	(N)

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EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE

25 – Contract Tariffs

25.2 Contract Tariff – No. 002 (Cont'd)

25.2.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(8) Mergers and Acquisitions (Cont'd)

(c) In the event of a merger or acquisition, the customer may request the Company to prepare a proposal for a new Contract Tariff that reflects the merger or acquisition, provided the customer's remaining term under this Contract Tariff is at least 3 months. The proposed new Contract Tariff will adjust revenue volumes in Tables 1 and 2 in 25.2.2, following, to reflect the merger or acquisition. The proposed new Contract Tariff shall contain the same incentives as those specified in 25.2.2 of this Contract Tariff.

Unless agreed to otherwise, the regulations for the proposed new Contract Tariff shall be the same as those specified in this Contract Tariff, and the term of the proposed new Contract Tariff shall be for the number of months remaining in the customer's term under this Contract Tariff at the time of the proposed new Contract Tariff filing.

Upon the customer's execution of a Letter of Agreement for Firm Order Commitment to accept the proposed new Contract Tariff, the Company will file the Contract Tariff. The customer may cancel its subscription to this Contract Tariff without termination liability if the customer subscribes to the proposed new Contract Tariff prepared in accordance with these provisions.

EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE
 25 – Contract Tariffs

25.2 Contract Tariff – No. 002 (Cont'd)

25.2.2 Annual Revenue Volumes and Incentives

(A) Annual Incentives and Product Suite Annual Incentives

(1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives for each contract term year. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. For example, if the customer achieved revenue of \$312,330,000 at the end of the first year's contract term, the Annual Incentive will be \$9,089,560 (i.e., [(\$312,330,000 – \$285,596,000) X 34%]. The maximum revenue eligible for an Annual Incentive in each contract term year is shown in Table 1 below. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive.

Table 1	Annual Minimum Billed Revenue Volumes (\$thousands)		
	Year 1	Year 2	Year 3
Minimum Revenue Volumes	\$285,596	\$332,035	\$386,024
(%) Annual Incentives			
33.5%	> \$285,596 - 299,877	> \$332,035 - 348,636	> \$386,024 - 405,325
34%	> \$299,877 - 314,156	> \$348,636 - 365,238	> \$405,325 - 424,626
34.5%	> \$314,156 - 328,436	> \$365,238 - 381,840	> \$424,626 - 443,927
Maximum Revenues	\$328,436	\$381,840	\$443,927

(2) Table 2 below provides the product suite and the product suite total annual revenue for each year of the contract term. The customer must achieve each year's total annual revenue in order to receive a Product Suite Annual Incentive, which is equivalent to the same amount the customer receives for the Annual Incentive as specified in 25.2.2.A.1 above. For example, if the customer achieved product suite total annual revenues in the first year of \$198,531,000 the Product Suite Annual Incentive will be \$9,089,560 (see example in 25.2.2.A.1. above).

Table 2	Product Suite Annual Revenue (\$thousands)		
	Year 1	Year 2	Year 3
LightGate Service (a.k.a. BellSouth SPA Point to Point)	\$55,789	\$67,121	\$82,217
DSL (a.k.a. BellSouth SPA DSL)	\$135,970	\$160,474	\$189,351
Total Revenue	\$191,759	\$227,595	\$271,569

EFFECTIVE: OCTOBER 24, 2001

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.3 Contract Tariff – No. 003 (N)

- (A) This Contract Tariff is valid for a period of 37 months and shall terminate on November 24, 2004. (N)
(N)
(B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 003 in the Metropolitan Statistical Areas (MSAs) defined in 25.3.1.B below. A customer may subscribe within a period of thirty (30) days following the Contract Tariff's effective date. (N)
(N)
(N)
(N)

25.3.1 General Regulations (N)

(A) Term and Renewal Options (N)

- (1) The customer's term under this Contract Tariff is 36 months. At the end of the contract term, the incentives provided in this Contract Tariff shall be discontinued. (N)
(N)
(N)
(2) In order to subscribe to this Contract Tariff, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed by the customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the customer's term and the Access Customer Name Abbreviations (ACNAs). (N)
(N)
(N)
(N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall apply for the Full Service Relief MSAs listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. References made throughout this Contract Tariff to the customer's annual revenues shall include monthly recurring revenues for the combined MSAs shown below: (N)
(N)
(N)
(N)

- Atlanta, Charlotte, Daytona Beach, Gainesville, Greensboro-Winston Salem, Memphis, Miami-Ft. Lauderdale, Melbourne, Orlando, Raleigh-Durham, Wilmington (N)
(N)
(N)

EFFECTIVE: OCTOBER 24, 2001

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.3 Contract Tariff – No. 003 (Cont'd)

25.3.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.3.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc. (a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc. (a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc. (a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc. (a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

EFFECTIVE: OCTOBER 24, 2001

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.3 Contract Tariff – No. 003 (Cont'd)

25.3.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.3.2, following. These revenues are for the combined MSAs set forth in Section 25.3.1.B., preceding, and for the services described in Section 25.3.1.C., preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

The application of rates and charges for services subject to this Contract Tariff 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.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and the product suite total annual minimum revenues for each year of the contract term as set forth in Section 25.3.2 following. There are three levels of incentives: 1) Annual Incentive, 2) Product Suite Annual Incentive, and 3) Product Level Quarterly Incentive. These incentives are described as follows:

(a) Annual Incentive

An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.3.2. The following conditions will apply:

- The customer will receive the Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume in any year of the contract term. Further, the customer's subscription to this Contract Tariff shall be cancelled in accordance with Shortfall Penalty regulations set forth in 25.3.1.F.2, following.

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ISSUED: OCTOBER 23, 2001

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-25

EFFECTIVE: OCTOBER 24, 2001

ACCESS SERVICE (N)
25 – Contract Tariffs (Cont'd) (N)

25.3 Contract Tariff – No. 003 (Cont'd) (N)

25.3.1 General Regulations (Cont'd) (N)

(F) Classifications, Practices and Regulations (Cont'd) (N)

(1) Application of Contract Tariff Incentives (Cont'd) (N)

(b) Product Suite Annual Incentive (N)

The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.3.2 following. The Product Suite Annual Incentive applies if the customer achieves the product suite total annual minimum revenue at the end of each contract term year and will be equal to the same incentive dollar amount the customer is awarded for the Annual Incentive as described in 25.3.1.F.1.a, preceding. (N)
(N)
(N)
(N)
(N)
(N)

The customer will receive the Product Suite Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff. (N)
(N)
(N)
(N)

The customer will not receive the Product Suite Annual Incentive if in any year of the contract term the customer fails to achieve the product suite total annual minimum revenue. (N)
(N)
(N)

EFFECTIVE: OCTOBER 24, 2001

ACCESS TARIFF	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.3 <u>Contract Tariff – No. 003</u> (Cont'd)	(N)
25.3.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(d) <u>Examples of Contract Tariff Incentives</u>	(N)
- <u>Example 1: Annual Incentive:</u>	(N)
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with a revenue achievement of \$10,140,300. The customer will be awarded an Annual Incentive of \$40,215 computed using Table 1 in 25.3.2 as follows:	(N)
	(N)
	(N)
	(N)
$(\text{Annual Revenue Achieved} - \text{Annual Minimum Revenue Volume}) \times \text{Applicable Incentive Percentage} = \text{Annual Incentive}$	(N)
$(\$10,140,300 - \$9,336,000) \times 5\% = \$40,215$	(N)
- <u>Example 2: Product Suite Annual Incentive:</u>	(N)
As illustrated in Example 1 above, the customer achieved the first contract term year's annual minimum-billed revenue and also exceeded the product suite total annual minimum revenue with a revenue achievement of \$9,140,240, using Table 2 in 25.3.2. The customer will be awarded a Product Suite Annual Incentive of \$40,215, which is equivalent to the same dollar amount the customer is awarded for the Annual Incentive in the example above.	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
- <u>Example 3: Product Level Quarterly Incentive:</u>	(N)
The customer's first quarter monthly revenues are as follows:	(N)
Product #1: \$190,650, \$210,844, \$220,750	(N)
Product #2: \$495,741, 502,598, \$509,798	(N)
Total Products #1 and #2: \$2,130,381	(N)
	(N)
The customer achieved the scheduled objective of 25% of the first year's annual minimum-billed revenue as shown in Table 3 of 25.3.2. Therefore, the customer is eligible for a first quarter Product Level Quarterly Incentive of \$63,911 computed as follows:	(N)
	(N)
	(N)
	(N)
$[(\text{Product \#1 Total Quarterly Revenues}) \times \text{Product \#1 Incentive Percentage}] + [(\text{Product \#2 Total Quarterly Revenues}) \times \text{Product \#2 Incentive Percentage}] = \text{Product Level Quarterly Incentive}$	(N)
	(N)
$[(\$190,650 + \$210,844 + \$220,750) \times 3\%] + [(\$495,741 + \$502,598 + \$509,798) \times 3\%] = \$63,911$	(N)
	(N)

EFFECTIVE: OCTOBER 24, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.3 <u>Contract Tariff – No. 003</u> (Cont'd)	(N)
25.3.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty for Failure to Meet the Annual Minimum-Billed Revenue Volume and Product Suite Total Annual Revenues</u>	(N)
(a) The customer must achieve the annual minimum-billed revenue volume specified in 25.3.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer will not receive for such year the Annual Incentive as described in 25.3.1.F.1.a, preceding. Further, the customer must repay the Company all Product Level Quarterly Incentives received for such year and will be billed the full amount thirty days following the customer's contract anniversary date.	(N)
Failure to achieve the annual minimum-billed revenue for any contract term year will result in termination of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the contract cancellation date.	(N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual minimum revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.3.1.F.1.b, preceding.	(N)

EFFECTIVE: OCTOBER 24, 2001

ACCESS SERVICE

25 – Contract Tariffs (Con'd)

25.3 Contract Tariff – No. 003 (Cont'd)

25.3.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(3) Restrictions

(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein.

(b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.3.2 following.

(c) The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4.b (service assurance warranty) and Section 2.4.9 (service installation guarantee) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff unless the Telephone Company and the customer negotiate an amendment to this Contract Tariff. Upon thirty days written notice, either Party may request the renegotiation of any provision of this Contract Tariff. If the Parties are unsuccessful in renegotiating the Contract Tariff following 90 days from the date of the notice, either Party may cancel this Contract Tariff.

(4) Revenue Accumulation by Bill Period

The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.

(5) Tax Exclusions

The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite annual minimum revenues.

(6) Existing Discount Plans

The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).

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TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-30

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- ACCESS SERVICE (N)
- 25 – Contract Tariffs (Con'd) (N)
- 25.3 Contract Tariff – No. 003 (Cont'd) (N)
- 25.3.1 General Regulations (Cont'd) (N)
- (F) Classifications, Practices and Regulations (Cont'd) (N)
- (7) Mergers and Acquisitions (N)
 - In the event the customer merges with another company or is acquired by another company, the following regulations will apply: (N)
 - (a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff. (N)
 - (b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition. (N)
 - (c) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein. (N)

EFFECTIVE: OCTOBER 24, 2001

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.3 Contract Tariff – No. 003 (Cont'd)

25.3.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.3.1.F.1.d, preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$thousands)		
	Year 1	Year 2	Year 3
Minimum Revenue Volumes	\$9,336	\$11,064	\$13,044
(%) Annual Incentives			
2.5%	>\$9,336 - 9,803	>\$11,064 - 11,617	>\$13,044 - 13,696
5%	>\$9,803 - 10,270	>\$11,617 - 12,170	>\$13,696 - 14,349
7.5%	>\$10,270 - 10,737	>\$12,170 - 12,723	>\$14,349 - 15,001
Maximum Revenues	\$10,737	\$12,723	\$15,001

- (2) Table 2 below provides the product suite and the product suite total annual minimum revenues. The customer must achieve each year's total annual minimum revenue* in order to receive a Product Suite Annual Incentive, which is equivalent to the dollar amount the customer is awarded for the Annual Incentive as specified in 25.3.2.A.1 above.

Table 2	Product Suite Annual Minimum Revenues (\$thousands)		
Product Suite	Year 1	Year 2	Year 3
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	\$2,697	\$3,195	\$3,767
DS1 (a.k.a. BellSouth SPA DS1)	\$6,029	\$7,145	\$8,424
*Total Annual Minimum Revenues	\$8,726	\$10,340	\$12,191

- (3) Table 3 below provides the products eligible for a Product Level Quarterly Incentive. The Product Level Quarterly Incentive is applied on the monthly-billed revenue for these products and awarded on a quarterly basis.

Table 3	Quarterly Product Level Incentive		
	Year 1	Year 2	Year 3
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	3%	3%	3%
DS1 (a.k.a. BellSouth SPA DS1)	3%	3%	3%

EFFECTIVE: NOVEMBER 9, 2001

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.4 Contract Tariff – No. 004 (N)

(A) This Contract Tariff is valid for a period of 37 months and shall (N)
terminate on December 9, 2004. (N)

(B) The regulations, terms, conditions and incentives provided herein shall (N)
apply to customers subscribing to Contract Tariff No. 004 in the (N)
Metropolitan Statistical Areas (MSAs) defined in 25.4.1.B below. A (N)
customer may subscribe within a period of thirty (30) days following the (N)
Contract Tariff's effective date. (N)

25.4.1 General Regulations (N)

(A) Term and Renewal Options (N)

(1) The customer's term under this Contract Tariff is 36 months. At the (N)
end of the contract term, the incentives provided in this Contract (N)
Tariff shall be discontinued. (N)

(2) In order to subscribe to this Contract Tariff, a Letter of Agreement (N)
for Firm Order Commitment provided by the Company must be executed by (N)
the customer's signature and acknowledged by a Company (N)
representative's signature. The Letter of Agreement shall contain (N)
the starting date of the customer's term and the Access Customer Name (N)
Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall (N)
apply for the Full Service Relief MSAs listed below. Full Service (N)
Relief MSAs are defined in Section 23 of this Tariff. References made (N)
throughout this Contract Tariff to the customer's annual revenues shall (N)
include monthly recurring revenues for the combined MSAs shown below: (N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona (N)
Beach, Gainesville, Greensboro-Winston Salem, Jackson, (N)
Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami- (N)
Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, (N)
Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, (N)
Wilmington, West Palm Beach (N)

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.4 Contract Tariff – No. 004 (Cont'd)

25.4.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.4.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

EFFECTIVE: NOVEMBER 9, 2001

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.4 Contract Tariff – No. 004 (Cont'd)

25.4.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.4.2, following. These revenues are for the combined MSAs set forth in Section 25.4.1.B., preceding, and for the services described in Section 25.4.1.C., preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

The application of rates and charges for services subject to this Contract Tariff 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.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and the product suite total annual minimum revenues for each year of the contract term as set forth in Section 25.4.2 following. There are three levels of incentives: 1) Annual Incentive, 2) Product Suite Annual Incentive, and 3) Product Level Quarterly Incentive. These incentives are described as follows:

(a) Annual Incentive

An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.4.2. The following conditions will apply:

- The customer will receive the Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume in any year of the contract term. Further, the customer's subscription to this Contract Tariff shall be cancelled in accordance with Shortfall Penalty regulations set forth in 25.4.1.F.2, following.

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TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-35

EFFECTIVE: NOVEMBER 9, 2001

ACCESS SERVICE (N)
25 – Contract Tariffs (Cont'd) (N)

25.4 Contract Tariff – No. 004 (Cont'd) (N)

25.4.1 General Regulations (Cont'd) (N)

(F) Classifications, Practices and Regulations (Cont'd) (N)

(1) Application of Contract Tariff Incentives (Cont'd) (N)

(b) Product Suite Annual Incentive (N)

The customer's product suite and the product suite total annual (N)
minimum revenues are provided in Section 25.4.2, Table 2, (N)
following. The Product Suite Annual Incentive applies if the (N)
customer achieves the product suite total annual minimum revenue at (N)
the end of each contract term year and will be equal to the same (N)
incentive dollar amount the customer is awarded for the Annual (N)
Incentive as described in 25.4.1.F.1.a, preceding. (N)

The customer will receive the Product Suite Annual Incentive each (N)
year of the contract term thirty days following the anniversary (N)
date of the customer's subscription to service under this Contract (N)
Tariff. (N)

The customer will not receive the Product Suite Annual Incentive if (N)
in any year of the contract term the customer fails to achieve the (N)
product suite total annual minimum revenue. (N)

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ACCESS SERVICE

(N)

25 - Contract Tariffs (Cont'd)

(N)

25.4 Contract Tariff – No. 004 (Cont'd)

(N)

25.4.1 General Regulations (Cont'd)

(N)

(F) Classifications, Practices and Regulations (Cont'd)

(N)

(1) Application of Contract Tariff Incentives (Cont'd)

(N)

(c) Product Level Quarterly Incentive

(N)

The two products shown in Section 25.4.2, Table 3 following are available for a Product Level Quarterly Incentive. This quarterly incentive will be computed on the monthly-billed revenue for the selected products in each contract term year and will be awarded on a quarterly basis under the following conditions:

$$\begin{pmatrix} (N) \\ (N) \\ (N) \\ (N) \\ (N) \end{pmatrix}$$

- The Company will monitor on a quarterly basis the customer's annual minimum-billed revenues provided in Section 25.4.2, Table 1 in each contract term year to determine if the customer is on schedule in achieving the quarterly objective of the annual minimum-billed revenue volume. The scheduled objective for the first quarter is 25% of the annual minimum-billed revenue, for the second quarter 50% of the annual minimum-billed revenue, for the third quarter 75% for the annual minimum-billed revenue, and for the fourth quarter 100% of the annual minimum-billed revenue.
- For each year of the contract term, the customer will receive the Product Level Quarterly Incentive on a quarterly basis only if the scheduled objectives for the annual minimum-billed revenues are met. For example, if the first quarter's objective is not met, the first quarter's incentive award will be delayed until the second quarter. If the second quarter's objective is not met, the incentive award for the first and second quarters will be delayed until the third quarter. If the customer meets the third quarter's objective, the incentives for the first, second and third quarters will be awarded to the customer.
- If at the end of the fourth quarter the customer does not achieve at least 100% of the annual minimum-billed revenue volume, the customer will not receive a fourth quarter Product Level Quarterly incentive and must also reimburse the Company all Product Level Quarterly Incentives received for the first, second and third quarters in accordance with Shortfall Penalty regulations in 25.4.1.F.2 following.

[illegible]

EFFECTIVE: NOVEMBER 9, 2001

ACCESS TARIFF

25 – Contract Tariffs (Cont'd)

25.4 Contract Tariff – No. 004 (Cont'd)

25.4.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(1) Application of Contract Tariff Incentives (Cont'd)

(d) Examples of Contract Tariff Incentives

- Example 1: Annual Incentive:

Example 1: Annual Incentive.
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with a revenue achievement of \$13,540,300. The customer will be awarded an Annual Incentive of \$46,665 computed using Table 1 in 25.4.2 as follows:

$$(\text{Annual Revenue Achieved} - \text{Annual Minimum Revenue Volume}) \times \text{Applicable Incentive Percentage} = \text{Annual Incentive}$$

$$(\$13,540,300 - \$12,607,000) \times 5\% = \$46,665$$

- Example 2: Product Suite Annual Incentive:

As illustrated in Example 1 above, the customer exceeded the first contract term year's annual minimum-billed revenue and also exceeded the product suite total annual minimum revenue with a revenue achievement of \$10,750, using Table 2 in 25.4.2. The customer will be awarded a Product Suite Annual Incentive of \$46,665, which is equivalent to the same dollar amount the customer is awarded for the Annual Incentive in Example 1 above.

- Example 3: Product Level Quarterly Incentive:

The customer's first quarter monthly revenues are as follows:

Product #1:	\$351,750,	\$401,678,	\$422,504
Product #2:	\$394,725,	410,210,	\$426,790
Total Products #1 and #2:	\$2,407,657		

The customer achieved the scheduled first quarter objective of 25% of the first year's annual minimum-billed revenue shown in Table 1 of 25.4.2. Therefore, the customer is eligible for a first quarter Product Level Quarterly Incentive of \$72,229.71 computed as follows:

$$[(\text{Product \#1 Total Quarterly Revenues}) \times \text{Product \#1 Incentive Percentage}] + [(\text{Product \#2 Total Quarterly Revenues}) \times \text{Product \#2 Incentive Percentage}] = \text{Product Level Quarterly Incentive}$$

$$[(\$351,750 + \$401,678 + \$422,504) \times 3\%] + [(\$394,725 + \$410,210 + \$426,790) \times 3\%] = \$72,229.71$$

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.4 <u>Contract Tariff – No. 004</u> (Cont'd)	(N)
25.4.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty for Failure to Meet the Annual Minimum-Billed Revenue Volume and Product Suite Total Annual Revenues</u>	(N)
(a) The customer must achieve each year's annual minimum-billed revenue volume specified in 25.4.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer will not receive for such year the Annual Incentive as described in 25.4.1.F.1.a, preceding. Further, the customer must repay the Company all Product Level Quarterly Incentives received for such year and will be billed the full amount thirty days following the customer's contract anniversary date.	(N)
Failure to achieve the annual minimum-billed revenue for any contract term year will result in termination of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the contract cancellation date.	(N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual minimum revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.4.1.F.1.b, preceding.	(N)

EFFECTIVE: NOVEMBER 9, 2001

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.4 Contract Tariff – No. 004 (Cont'd)

25.4.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(3) Restrictions

(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein.

(b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.4.2 following.

(c) The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4.B (service assurance warranty) and Section 2.4.9 (service installation guarantee) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff unless the Telephone Company and the customer negotiate an amendment to this Contract Tariff. Upon thirty days written notice, either Party may request the renegotiation of any provision of this Contract Tariff. If the Parties are unsuccessful in renegotiating the Contract Tariff following 90 days from the date of the notice, either Party may cancel this Contract Tariff.

(4) Revenue Accumulation by Bill Period

The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.

(5) Tax Exclusions

The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite annual minimum revenues.

(6) Existing Discount Plans

The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.4 Contract Tariff – No. 004 (Cont'd)

25.4.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(7) Mergers and Acquisitions

In the event the customer merges with another company or is acquired by another company, the following regulations will apply:

- (a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.
- (b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.
- (c) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.

(8) Training Services

Customers subscribing to this Contract Tariff may receive one (1) training session in each contract term year with a maximum of three (3) training sessions during the term of this Contract Tariff.

Each training session will consist of one course selected by the customer from a course listing provided on the Company's training website at www.interconnection.bellsouth.com/training/. This website also outlines the course cancellation policy.

The following regulations will also apply:

- (a) The customer must submit training requests thirty days (30) prior to the customer's desired training date. The training sessions will be scheduled based on instructor availability.
- (b) Each course will be conducted by a Company instructor and shall have a maximum of fifteen (15) students.
- (c) Each course will be conducted for a three-day consecutive period and will last eight hours each day.
- (d) The Company will be responsible for providing training materials for each course.
- (e) Each course will be conducted at a training site designated by the customer within the Continental United States.

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ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.4 Contract Tariff – No. 004 (Cont'd)

25.4.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.4.1.F.1.d, preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$thousands)		
	Year 1	Year 2	Year 3
Minimum Revenue Volumes	\$12,607	\$15,644	\$18,801
(%) Annual Incentives			
2.5%	>\$12,607 – 13,238	>\$15,644 – 16,426	>\$18,801 – 19,741
5%	>13,238 – 13,868	> 16,426 – 17,209	>19,741 – 20,681
7.5%	> 13,868 – 14,498	> 17,209 – 17,991	> 20,681 – 21,621
Maximum Revenues	\$14,498	\$17,991	\$21,621

- (2) Table 2 below provides the product suite and the product suite total annual minimum revenues. The customer must achieve each year's total annual minimum revenue* in order to receive a Product Suite Annual Incentive, which is equivalent to the same dollar amount the customer is awarded for the Annual Incentive as specified in 25.4.2.A.1 above.

Table 2	Product Suite Annual Minimum Revenues (\$thousands)		
Product Suite	Year 1	Year 2	Year 3
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	\$4,694	\$5,885	\$7,086
SMARTRing svc. (a.k.a. BellSouth SPA Dedicated Ring)	701	779	900
DSL (a.k.a. BellSouth SPA DSL)	4,718	6,113	7,549
*Total Annual Minimum Revenues	\$10,113	\$12,777	\$15,535

- (3) Table 3 below provides the products eligible for a Product Level Quarterly Incentive. The Product Level Quarterly Incentive is applied on the monthly-billed revenue for these products and awarded on a quarterly basis.

Table 3	Quarterly Product Level Incentive		
	Year 1	Year 2	Year 3
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	3%	3%	3%
DSL (a.k.a. BellSouth SPA DSL)	3%	3%	3%

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ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.5 Contract Tariff – No. 005 (N)

(A) This Contract Tariff is valid for a period of 37 months and shall (N)
terminate on January 20, 2005. (N)

(B) The regulations, terms, conditions and incentives provided herein shall (N)
apply to customers subscribing to Contract Tariff No. 005 in the (N)
Metropolitan Statistical Areas (MSAs) defined in 25.5.1(B) below. A (N)
customer may subscribe within a period of thirty (30) days following the (N)
Contract Tariff's effective date. (N)

25.5.1 General Regulations (N)

(A) Term and Renewal Options (N)

(1) The customer's term under this Contract Tariff is 37 months. At the (N)
end of the contract term, the incentives provided in this Contract (N)
Tariff shall be discontinued. (N)

(2) In order to subscribe to this Contract Tariff, a Letter of Agreement (N)
for Firm Order Commitment provided by the Company must be executed by (N)
the customer's signature and acknowledged by a Company (N)
representative's signature. The Letter of Agreement shall contain (N)
the starting date of the customer's term and the Access Customer Name (N)
Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

(1) The regulations, terms and conditions of this Contract Tariff shall (N)
apply for the Full Service Relief MSAs listed below. Full Service (N)
Relief MSAs are defined in Section 23 of this Tariff. References (N)
made throughout this Contract Tariff to the customer's annual (N)
revenues shall include monthly recurring revenues for the combined (N)
MSAs shown below: (N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona (N)
Beach, Gainesville, Greensboro-Winston Salem, Jackson, (N)
Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami- (N)
Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, (N)
Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, (N)
Wilmington, West Palm Beach (N)

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ACCESS SERVICE

(N)

25 – Contract Tariffs

(N)

25.5.1 Contract Tariff – No. 005 (Cont'd)

(N)

(B) Metropolitan Statistical Areas (Cont'd)

(N)

- (2) If the Company receives Full Service Relief in any additional MSA during the customer's term under this Contract Tariff, the Company, at the customer's request, will prepare a proposal for a new Contract Tariff that includes the additional MSA, provided the customer's remaining term under this Contract Tariff is at least 3 months. The proposed new Contract Tariff will provide adjusted revenue volumes in Tables 1 and 2 of 25.5.2, following, to account for the additional MSA. The same methodology used to derive the revenue volumes for the MSAs specified in this Contract Tariff shall be used to derive the revenue volumes for the proposed new Contract Tariff. The proposed new Contract Tariff will contain the same incentives as those specified in 25.5.2 of this Contract Tariff.

Unless agreed to otherwise, the regulations for the proposed new Contract Tariff shall be the same as those set forth in this Contract Tariff, and the term for the proposed new Contract Tariff shall be for the number of months remaining in the customer's term under this Contract Tariff at the time the proposed new Contract Tariff is filed.

Upon the customer's execution of a Letter of Agreement for Firm Order Commitment to accept the proposed new Contract Tariff, the Company will file the proposed new Contract Tariff. Notwithstanding any provisions in this Contract Tariff to the contrary, the customer may cancel its subscription to this Contract Tariff without termination liability if the customer subscribes to the proposed new Contract Tariff prepared in accordance with these provisions.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 20, 2002

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-44
CANCELS ORIGINAL PAGE 25-44
EFFECTIVE: DECEMBER 21, 2002

ACCESS SERVICE
25 – Contract Tariffs

25.5 Contract Tariff – No. 005 (Cont'd)

25.5.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.5.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

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- ACCESS SERVICE (N)
25 – Contract Tariffs (N)
- 25.5 Contract Tariff – No. 005 (Cont'd) (N)
- 25.5.1 General Regulations (Cont'd) (N)
- (C) Description of Services (Cont'd) (N)
- (2) If the Company introduces a new Access Service(s) during the (N)
customer's term under this Contract Tariff and such service(s) are (N)
afforded Pricing Flexibility according to the Federal Communications (N)
Commission's Pricing Flexibility rules and the service(s) are (N)
included in one or more other Contract Tariffs under this Section, (N)
the Company, at the customer's request, will prepare a proposal for a (N)
new Contract Tariff that includes such additional service(s). The (N)
term for the proposed new Contract Tariff will be for the remaining (N)
months in the customer's contract term under this Contract Tariff and (N)
the minimum revenue volumes in 25.5.2, Table 1, following, will be (N)
adjusted to account for the additional service(s). The proposed new (N)
Contract Tariff shall contain the same incentives as those specified (N)
in 25.5.2 of this Contract Tariff. (N)
- Unless agreed to otherwise, the regulations for the proposed new (N)
Contract Tariff shall be the same as those set forth in this Contract (N)
Tariff, and the term of the proposed new Contract Tariff shall be for (N)
the number of months remaining in this Contract Tariff at the time (N)
the proposed new Contract Tariff is filed. (N)
- Upon the customer's execution of a Letter of Agreement for Firm Order (N)
Commitment to accept the proposed new Contract Tariff, the Company (N)
will file the proposed new Contract Tariff. Notwithstanding any (N)
provisions in this Contract Tariff to the contrary, the customer may (N)
cancel its subscription to this Contract Tariff without termination (N)
liability if the customer subscribes to the proposed new Contract (N)
Tariff prepared in accordance with these provisions. (N)

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ACCESS SERVICE	(N)
25 - Contract Tariffs	(N)
25.5 <u>Contract Tariff - No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(D) <u>Minimum Revenue Volume for the Combined MSAs</u>	(N)
The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.5.2, following. These revenues are for the combined MSAs set forth in Section 25.5.1(B), preceding, and for the services described in Section 25.5.1(C), preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(E) <u>Rates and Charges</u>	(N)
The application of rates and charges for services subject to this Contract Tariff 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) (N) (N) (N)
(F) <u>Classifications, Practices and Regulations</u>	(N)
(1) <u>Application of Contract Tariff Incentives</u>	(N)
There are two levels of incentives provided in this Contract Tariff: 1) Quarterly Incentive and 2) Product Suite Quarterly Incentive. The customer will be awarded four Quarterly Incentives and four Product Suite Quarterly Incentives in each contract term year upon achieving each quarter's minimum-billed revenue volume and each quarter's product suite minimum revenue. The two levels of incentives are described as follows:	(N) (N) (N) (N) (N) (N) (N) (N)
(a) <u>Quarterly Incentive</u>	(N)
In each quarter, the customer must achieve a certain percentage of the annual minimum-billed revenue volume shown in 25.5.2, Table 1 to be eligible for a Quarterly Incentive. If the customer does not achieve the specified minimum billed revenue in any quarter, the customer will not be eligible for a Quarterly Incentive for such quarter.	(N) (N) (N) (N) (N) (N)
The first quarter's minimum-billed revenue is determined as twenty-five percent (25%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the first quarter's minimum-billed revenue, the Quarterly Incentive will be derived by applying the applicable Incentive percentage shown in Table 1 of 25.5.2 to the total billed revenue achieved in the first quarter using the following computation:	(N) (N) (N) (N) (N) (N) (N)
(Total Billed Revenue Achieved from Beginning First Quarter to Ending First Quarter X Applicable Incentive Percentage in Table 1) = First Quarterly Incentive	(N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.5 <u>Contract Tariff – No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(a) <u>Quarterly Incentive</u> (Cont'd)	(N)
The second quarter's minimum-billed revenue is determined as fifty percent (50%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the second quarter's minimum-billed revenue volume, the Quarterly Incentive will be derived by applying the applicable Incentive percentage to the total cumulative billed revenues the customer achieved from the beginning of the first quarter to the end of the second quarter of the contract term year. This amount will be adjusted by the Quarterly Incentive dollar amount the customer was awarded in the first quarter using the following computation:	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to ending Second Quarter X Applicable Incentive Percentage in Table 1) – First Quarterly Incentive Award = Second Quarterly Incentive	(N) (N) (N) (N)
If the second Quarterly Incentive dollar amount is positive, the customer's account will be credited to reflect this amount at the end of the second quarter one month in arrears. If the second Quarterly Incentive is negative, the customer will not be awarded a second Quarterly Incentive. However, the negative dollar amount will not be billed to the customer at this time, but an adjustment will be made at the end of the fourth quarter depending on the customer's annual revenue achievement.	(N) (N) (N) (N) (N) (N) (N) (N)
The third quarter's minimum-billed revenue is determined as seventy-five percent (75%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the third quarter's minimum-billed revenue, the third Quarterly Incentive will be derived by applying the applicable Incentive percentage to the total cumulative billed revenue the customer achieved from the beginning of the first quarter to the end of the third quarter for the contract term year. This amount will be adjusted by the Quarterly Incentive dollar amount the customer was awarded in the first and second quarters using the following computation:	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to Ending Third Quarter X Applicable Incentive Percentage in Table 1) – (First and Second Quarterly Incentive Awards) = Third Quarterly Incentive	(N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.5 <u>Contract Tariff – No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(a) <u>Quarterly Incentives</u> (Cont'd)	(N)
If the third Quarterly Incentive dollar amount is positive, the customer's account will be credited to reflect this amount at the end of the third quarter one month in arrears. If the third Quarterly Incentive dollar amount is negative, the customer will not be awarded a third Quarterly Incentive. However, the negative dollar amount will not be billed to the customer at this time, but an adjustment will be made at the end of the fourth quarter depending on the customer's annual revenue achievement.	(N) (N) (N) (N) (N) (N) (N)
The fourth quarter's minimum-billed revenue is determined as one hundred percent (100%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the annual minimum-billed revenue volume, the fourth Quarterly Incentive will be derived by applying the applicable incentive percentage to the total cumulative billed revenue the customer achieved from the beginning of the first quarter to the end of the fourth quarter for the contract term year. This amount will be adjusted by the Quarterly Incentive dollar amount the customer earned for the first, second and third quarters using the following computation:	(N) (N) (N) (N) (N) (N) (N)
(Cumulative Total Annual Billed Revenue Achieved from Beginning First Quarter to Ending Fourth Quarter X Applicable Incentive Percentage in Table 1) – (First, Second and Third Quarterly Incentive Awards) = Fourth Quarterly Incentive	(N) (N) (N) (N)
If the fourth Quarterly Incentive dollar amount is positive, the customer's account will be credited to reflect this amount by December 31 st of each contract term year. In the event the fourth Quarterly Incentive dollar amount is negative, the customer will be billed the negative amount one month in arrears of the customer's contract anniversary date.	(N) (N) (N) (N) (N) (N)
The fourth Quarterly Incentive will not be awarded in any contract term year if the customer does not achieve the annual minimum-billed revenue volume for such year as determined on the customer's contract anniversary date. In addition, the customer must repay the Company all Quarterly Incentive dollar amounts received for such contract term year. The customer will be billed this amount one month in arrears of the customer's contract anniversary date. Further, Shortfall Penalty regulations set forth in 25.5.1.F.2, following, will apply.	(N) (N) (N) (N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.5 <u>Contract Tariff – No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Suite Quarterly Incentives</u>	(N)
The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.5.2, Table 2 following. The customer will be awarded four Product Suite Quarterly Incentives each contract term year upon achieving a certain percentage of the product suite total annual minimum revenue each quarter. The customer will not be awarded a Product Suite Quarterly Incentive in any quarter if the customer does not achieve the product suite minimum revenue for such quarter. However, the customer will be awarded the Product Suite Quarterly Incentives for those quarter(s) in which product suite revenues were not achieved, if at the end of the fourth quarter the customer achieves the product suite total annual minimum revenues.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
The first quarter's product suite minimum revenue is determined as twenty-five percent (25%) of the product suite total annual minimum revenue for the contract term year. If the customer achieves the first quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the first Quarterly Incentive discussed in 25.5.1(F)(1)(a), preceding.	(N) (N) (N) (N) (N) (N) (N)
The second quarter's product suite minimum revenue is determined as fifty percent (50%) of the product suite total annual minimum revenue for the contract term year. If the customer achieves the second quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the second Quarterly Incentive discussed in 25.5.1(F)(1)(a), preceding.	(N) (N) (N) (N) (N) (N) (N)
The third quarter's product suite minimum revenue is determined as seventy-five percent (75%) of the product suite total annual minimum revenue for the contract term year. If the customer achieves the third quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the third Quarterly Incentive discussed in 25.5.1(F)(1)(a), preceding.	(N) (N) (N) (N) (N) (N) (N)
The fourth quarter's product suite minimum revenue is determined as one hundred percent (100%) of the product suite annual minimum revenue for the contract term year. If the customer achieves the fourth quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the fourth Quarterly Incentive discussed in 25.5.1(F)(1)(a), preceding.	(N) (N) (N) (N) (N) (N) (N)

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ACCESS SERVICE
25 – Contract Tariffs

25.5 Contract Tariff – No. 005 (Cont'd)

25.5.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(1) Application of Contract Tariff Incentives (Cont'd)

(b) Product Suite Quarterly Incentives

In the event the customer fails to achieve the fourth quarter's product suite minimum revenue, the customer will not be awarded a fourth quarter Product Suite Quarterly Incentive. Further, the customer must repay the Telephone Company any Product Suite Quarterly Incentives received for the first, second, and third quarters, and this amount will be billed to the customer one month in arrears of the customer's Contract Anniversary Date.

(c) Examples of the Quarterly Incentives

- The customer achieves the first quarter's revenue volume¹ (first contract term year) with revenues of \$25,140,500. The customer will be awarded the first Quarterly Incentive of \$535,492.65 computed as follows:

$\$25,140,500 \times 2.13\% = \$535,492.65$
(Total Billed Revenue Achieved from Beginning First Quarter to Ending First Quarter) X Applicable Incentive Percentage² in Table 1 = First Quarterly Incentive Award

- The customer achieves the second quarter's revenue volume¹ with cumulative revenues of \$51,876,200. The customer will be awarded the Second Quarterly Incentive of \$813,288.55 computed as follows:

$(\$51,876,200 \times 2.6\%) - \$535,492.65 = \$813,288.55$
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to Ending Second Quarter X Applicable Incentive Percentage² in Table 1) – First Quarterly Incentive Award = Second Quarterly Incentive Award

- The customer achieves the third quarter's revenue volume¹ with cumulative revenues of \$77,815,750. The customer will be awarded a Third Quarterly Incentive of \$1,180,230.68 computed as follows:

$(\$77,815,750 \times 3.25\%) - (\$535,492.65 + \$813,288.55) = \$1,180,230.68$
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to Ending Third Quarter X Applicable Incentive Percentage² in Table 1) – (First and Second Quarterly Incentive Award) = Third Quarterly Incentive Award

¹The 1st, 2nd, 3rd and 4th quarter's minimum revenues are 25%, 50%, 75% and 100%, respectively, of the annual minimum billed revenue in Table 1 of 25.5.2.

²The applicable percentage band is determined by multiplying the revenue volumes in each band (see Table 1 of 25.5.2) by 25%, 50% and 75% for the 1st, 2nd and 3rd quarters, respectively.

EFFECTIVE: DECEMBER 20, 2001

ACCESS SERVICE
25 – Contract Tariffs

25.5 Contract Tariff – No. 005 (Cont'd)

25.5.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(1) Application of Contract Tariff Incentives (Cont'd)

(c) Examples of the Quarterly Incentives (Cont'd)

- The customer meets the fourth quarter's revenue volume¹ with a cumulative revenue achievement of \$106,050,220. The customer will be awarded a Fourth Quarterly Incentive of \$917,620.27 computed as follows.

$$(\$106,050,220 \times 3.25\%) - (\$535,492.65 + \$813,288.55 + \$1,180,230.68) = \$917,620.27$$

(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to ending Fourth Quarter X Applicable Incentive Percentage² in Table 1) – (First, Second and Third Quarterly Incentive Awards) = Fourth Quarterly Incentive Award

(d) Examples of Product Suite Quarterly Incentives

- The customer meets the first quarter's Product Suite revenue volume¹ (first contract year) with a revenue achievement of \$13,795,000. The customer will be awarded a Product Suite Quarterly Incentive of \$535,492.65, which is equivalent to the same dollar amount awarded for the First Quarterly Incentive shown in the above example in 25.5.1(F)(1)(c).
- The customer does not meet the second and third quarters' Product Suite revenue volumes and, therefore, will not be awarded the Product Suite Quarterly Incentives for these quarters. However, the customer will be awarded the second and third quarters' award at the end of the fourth quarter if the customer achieves the fourth quarter's Product Suite total annual revenue volumes.
- The customer meets the fourth quarter's Product Suite revenue volume¹ with a revenue achievement of \$55,750,000. The customer will be awarded a Product Suite Quarterly Incentive of \$2,911,139.50, which is equivalent to the amount the customer received for the second, third and fourth Quarterly Incentives in the above example in 25.5.1(F)(1)(c).

¹The 1st, 2nd, 3rd and 4th quarter's minimum revenues are 25%, 50%, 75% and 100%, respectively, of the annual minimum billed revenue in Table 1 of 25.5.2.

²The applicable percentage band is determined by multiplying the revenue volumes in each band (see Table 1 of 25.5.2) by 25%, 50% and 75% for the 1st, 2nd and 3rd quarters, respectively.

EFFECTIVE: DECEMBER 20, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.5 <u>Contract Tariff – No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty for Failure to Meet the Annual Minimum-Billed Revenue Volume and Product Suite Total Annual Revenues</u>	(N)
(a) The customer must achieve the annual minimum-billed revenue volume specified in 25.5.2, Table 1, following, as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to receive the Quarterly Incentives specified herein. If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer must repay the Telephone Company all Quarterly Incentives awarded for such year as described in 25.5.1(F)(1)(a), preceding.	(N)
Failure to achieve the annual minimum-billed revenue volume for any contract term year will also result in cancellation of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the customer's subscription cancellation date. However, the customer may initiate negotiations for a new Contract Tariff immediately following the Contract Tariff cancellation date.	(N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to receive the Product Suite Quarterly Incentives specified herein. If the customer does not achieve the product suite total annual minimum revenue for any year of the contract term, the customer must repay the Telephone Company all Product Suite Quarterly Incentives received for such year as described in 25.5.1(F)(1)(b), preceding.	(N)

EFFECTIVE: DECEMBER 20, 2001

- ACCESS SERVICE (N)
25 – Contract Tariffs (N)
- 25.5 Contract Tariff – No. 005 (Cont'd) (N)
- 25.5.1 General Regulations (Cont'd) (N)
- (F) Classifications, Practices and Regulations (Cont'd) (N)
- (3) Restrictions (N)
- (a) A customer subscribing to this Contract Tariff may subscribe to another Contract Tariff contained in this Section under the following conditions: (N)
- The customer must subscribe to the other Contract Tariff within the allowable subscription window specified in the other Contract Tariff. (N)
 - The customer must agree to all regulations, terms, conditions, and incentives provided in the other Contract Tariff. Further, the minimum revenue volumes in the other Contract Tariff must be equal to or greater than those provided in this Contract Tariff as shown in 25.5.2. (N)
 - The customer's subscription to this Contract Tariff will be cancelled upon the effective date of the customer's subscription to the other Contract Tariff, and all incentives the customer has earned under this Contract Tariff will be prorated and awarded to the customer. (N)
 - The customer may subscribe to only one other Contract Tariff upon cancellation of this Contract Tariff. (N)
- (b) Incentives provided under this Contract Tariff shall not apply to annual billed revenues exceeding the maximum revenues specified in 25.5.2 following. (N)
- (c) Nothing contained in this Tariff shall be construed or interpreted to preclude a customer from seeking regulatory, judicial, or other relief for the Company's failure to provide services as required by law and this Tariff. (N)
- (d) The services to which the incentives provided under this Contract Tariff apply shall only be subject to service guarantees specified in Section 2.4.4(B) (service assurance warranty) and Section 2.4.9 (service installation guarantee) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21 and 23 of this Tariff shall not apply to services subject to this Contract Tariff unless the Telephone Company and the customer negotiate an amendment to this Contract Tariff. (N)

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 19, 2001

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-54

EFFECTIVE: DECEMBER 20, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.5 <u>Contract Tariff – No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(4) <u>Revenue Accumulation by Bill Period</u>	(N)
The customer's quarterly and annual billed revenue and product suite quarterly and annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.	(N) (N) (N) (N) (N)
(5) <u>Tax Exclusions</u>	(N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite annual minimum revenues.	(N) (N) (N) (N) (N)
(6) <u>Existing Discount Plans</u>	(N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).	(N) (N) (N) (N) (N)

EFFECTIVE: DECEMBER 20, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.5 <u>Contract Tariff – No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(7) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N)
(a) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.	(N)
(b) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff except as noted in 25.2.1.F.8.c, below. The customer's ACNAs specified in the Letter of Agreement for Firm Order Commitment will be used to determine the customer's annual billed revenue volume.	(N)
The customer may not use Transfer of Service as specified in Sections 6.7.1(C)(4), 7.4.1(C)(4), 21.5.2(D) of this Tariff to change the ACNA of a service that is provided under an ACNA not in the Letter of Agreement to an ACNA that is included in the Letter of Agreement.	(N)
A customer may disconnect a service provided under an ACNA not in the Letter of Agreement and install a new service under an ACNA that is included in the Letter of Agreement. Normal nonrecurring charges and termination liabilities will apply as specified in Section 23 of this Tariff. If it is determined that revenues have been included from ACNAs not specified in the Letter of Agreement, the incentives provided under this Contract Tariff will be recalculated excluding such revenues.	(N)

EFFECTIVE: DECEMBER 20, 2001

ACCESS SERVICE
 25 – Contract Tariffs

25.5 Contract Tariff – No. 005 (Cont'd)

25.5.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the annual incentives for each contract term year. The customer will be awarded four Quarterly Incentives each contract term year upon achieving the specified quarterly minimum-billed revenues set forth in 25.5.1(F)(1)(a), preceding. See 25.5.1(F)(1)(c) for examples. Table 1 below provides the maximum revenues eligible for the incentives specified herein.

Table 1	Annual Minimum Billed Revenue Volumes (\$thousands)		
	Year 1	Year 2	Year 3
Minimum Revenue Volumes	\$ 94,322	\$112,770	\$133,828
(%) Annual Incentives	Total Billed Revenue		
.83%	> \$ 94,322 - 96,680	> \$112,770 - 115,589	> \$133,828 - 137,174
1.65%	> \$ 96,680 - 99,038	> \$115,589 - 118,408	> \$137,174 - 140,520
2.13%	> \$ 99,038 - 101,160	> \$118,408 - 120,945	> \$140,520 - 143,531
2.6%	> \$101,160 - 103,754	> \$120,945 - 124,047	> \$143,531 - 147,211
3.25%	> \$103,754 - 106,112	> \$124,047 - 126,866	> \$147,211 - 150,557
3.95%	> \$106,112 - 108,470	> \$126,866 - 129,685	> \$150,557 - 153,903
Maximum Revenues	\$108,470	\$129,685	\$153,903

- (2) Table 2 below provides the product suite and the product suite total annual minimum revenue for each contract term year. The customer will be awarded four Product Suite Quarterly Incentives each contract term year upon achieving the specified product suite quarterly minimum revenue* described in 25.5.1(F)(1)(b), preceding. The Product Suite Quarterly Incentives will be equivalent to the same dollar amount the customer is awarded for the Quarterly Incentives described in 25.5.1(F)(1)(a), preceding. See 25.5.1(F)(1)(d) for examples.

Table 2	Product Suite Annual Minimum Revenues (\$thousands)		
	Year 1	Year 2	Year 3
Product Suite			
SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring)	\$17,445	\$21,333	\$26,355
DSL (a.k.a. BellSouth SPA DSL)	37,716	45,603	54,113
*Total Annual Minimum Revenues	\$55,161	\$66,936	\$80,468

EFFECTIVE: MAY 2, 2002

ACCESS SERVICE
25 – Contract Tariffs

25.6 Special Promotion – BellSouth ADSL Service (N)

25.6.1 General Regulations (N)

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period beginning May 2, 2002, and ending July 31, 2002. (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) The customer will receive a one-time credit in the form of a single check, which will be equivalent to the number of installed VCs, during the promotional period beginning May 2, 2002, and ending July 31, 2002, multiplied by the appropriate credit amount as set forth following. (N)
- (D) The check will be issued during the seventh month (i.e., February 2003) following the end of the promotional period. (N)
- (E) Installation of VCs must be completed prior to the end date of the promotional period in order to qualify for the credit. (N)
- (F) VCs installed during the promotional period must remain in service at least 180 days in order to qualify for the credit. (N)
- (G) The regulations, terms and conditions for the Special Promotion provided herein shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) listed below. Full Service Relief MSAs are 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 and Wilmington (N)

EFFECTIVE: MAY 2, 2002

ACCESS SERVICE
25 – Contract Tariffs

25.6 Special Promotion – BellSouth ADSL Service (Cont'd) (N)

25.6.2 Description of Special Promotion (N)

(A) Special Promotional Offers (N)

This Special Promotion provides three promotional offers depending on the MSA in which the customer is located. They are Promotional Offer A, Promotional Offer B and Promotional Offer C, described as follows: (N)

(1) Promotional Offer A: (N)

(a) This offer is available to customers in the Atlanta, Miami and West Palm Beach MSAs. Customers will receive a one-time credit of \$40 for each new VC, as specified in 23.5.2.21(A)(1)(a), that is installed during the promotional period, provided that: (N)

- The total number of installed VCs is greater than the minimum demand target. (N)
- The customer's minimum demand target is equivalent to 80% of three (3) times the highest completed VC installation volume the customer attained in all MSAs listed in 25.6.1(G) preceding, as calculated by the Telephone Company, during any one of the following months: October, November, or December of 2001. (N)

(2) Promotional Offer B: (N)

(a) This offer is available to customers in the Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Monroe, Montgomery, Melbourne, Nashville, Orlando, Pensacola, Raleigh, Savannah, Shreveport and Wilmington MSAs. Customers will receive a one-time credit of \$80 for each new VC as specified in 23.5.2.21(A)(1)(a) that is installed during the promotional period, provided that: (N)

- The total number of installed VCs is greater than the minimum demand target. (N)
- The customer's minimum demand target is equivalent to 80% of three (3) times the highest completed VC installation volume the customer attained in all MSAs listed in 25.6.1(G) preceding, as calculated by the Telephone Company, during any one of the following months: October, November, or December of 2001. (N)

EFFECTIVE: MAY 2, 2002

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25 – Contract Tariffs

25.6 Special Promotion – BellSouth ADSL Service (Cont'd) (N)

25.6.2 Description of Special Promotion (Cont'd) (N)

(A) Special Promotional Offers (Cont'd) (N)

3) Promotional Offer C: (N)

(a) This offer is available to customers in the Atlanta, Miami, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Monroe, Montgomery, Melbourne, Nashville, Orlando, Pensacola, Raleigh, Savannah, Shreveport, West Palm Beach and Wilmington MSAs. (N)

For each new Low Speed or High Speed, Asymmetric VC, and each new Symmetric VC as specified in 23.5.2.21(A)(2)(a) and 23.5.2.21(B)-(C) that is installed during the promotional period, customers will receive a credit of \$75 for VCs having a Month-To-Month commitment period and \$150 for VCs having a 13 month or greater commitment period, provided that: (N)

- During the promotional period, the customer must achieve a monthly total of at least 25 installed VCs to qualify to receive a credit. The credit will be provided up to a maximum of 300 installed VCs per month. (N)

EFFECTIVE: JUNE 1, 2002

ACCESS SERVICE
25 – Contract Tariffs

- 25.7 Promotions (N)
- 25.7.1 BellSouth ADSL Service – Promotion 1 (N)
- 25.7.1.1 General Regulations (N)
- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period beginning June 1, 2002, and ending August 31, 2002. (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) The customer will receive a one-time credit in the form of a single check, which will be equivalent to the number of VCs installed during the promotional period, beginning June 1, 2002, and ending August 31, 2002, multiplied by the appropriate credit amount as set forth following. (N)
- (D) The check will be issued during the seventh month (i.e., March 2003) following the end of the promotional period. (N)
- (E) Installation of VCs must be completed on or before September 14, 2002, in order to qualify for the credit. (N)
- (F) VCs installed during the promotional period must remain in service at least 180 days in order to qualify for the credit. (N)
- (G) The regulations, terms and conditions for the Special Promotion provided herein shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) listed below. Full Service Relief MSAs are 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 and Wilmington (N)
- (H) The customer must elect this promotion not later than July 31, 2002, and in so doing is ineligible to receive credits under this tariff and credits under any other contract tariff promotion for BellSouth ADSL service currently in effect or that may become effective during the promotional period of this contract tariff. However, the customer will receive credits appropriate for either the contract tariff as specified in 25.6 or the contract tariff specified in 25.7.1, whichever is greater as calculated by the Telephone Company. (N)

EFFECTIVE: JUNE 1, 2002

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25 – Contract Tariffs

- 25.7 Promotions (Cont'd) (N)
- 25.7.1 BellSouth ADSL Service – Promotion 1 (Cont'd) (N)
- 25.7.1.2 Description (N)
- (A) BellSouth ADSL Service VCs may be ordered under Terms and Conditions specified following, during the period of June 1, 2002 through August 31, 2002. (N)
- (1) For customers in the Atlanta, Miami and West Palm Beach MSAs: (N)
- (a) For VCs specified in 7.2.17(C)(1), customers will receive a one-time credit of \$90 for each new VC that is installed during the period of June 1 through June 30, 2002, provided that the total number of VCs installed is greater than a quantity equivalent to 70% of the highest VC installation volume the customer attained in any one of the following months: October, November or December, 2001, as calculated by the Telephone Company. (N)
- (b) For VCs specified in 7.2.17(C)(1), customers will receive a one-time credit of \$40 for each new VC that is installed during the period of July 1 through July 31, 2002, provided that the total number of VCs installed is greater than a quantity equivalent to 75% of the highest VC installation volume the customer attained in any one of the following months: October, November or December, 2001, as calculated by the Telephone Company. (N)
- (c) For VCs specified in 7.2.17(C)(1), customers will receive a one-time credit of \$40 for each new VC that is installed during the period of August 1 through August 31, 2002, provided that the total number of VCs installed is greater than a quantity equivalent to 80% of the highest VC installation volume the customer attained in any one of the following months: October, November or December, 2001, as calculated by the Telephone Company. (N)
- (2) For customers in the Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport and Wilmington MSAs: (N)
- (a) For VCs specified in 7.2.17(C)(1), customers will receive a one-time credit of \$130 for each new VC that is installed during the period of June 1 through June 30, 2002, provided that the total number of VCs installed is greater than a quantity equivalent to 70% of the highest VC installation volume the customer attained in any one of the following months: October, November or December, 2001, as calculated by the Telephone Company. (N)

EFFECTIVE: JUNE 1, 2002

ACCESS SERVICE
25 – Contract Tariffs

- 25.7 Promotions (Cont'd) (N)
- 25.7.1 BellSouth ADSL Service – Promotion 1 (Cont'd) (N)
- 25.7.1.2 Description (Cont'd) (N)
- (A) (Cont'd) (N)
- (2) Cont'd) (N)
- (b) For VCs specified in 7.2.17(C)(1), customers will receive a one-time credit of \$80 for each new VC that is installed during the period of July 1 through July 31, 2002, provided that the total number of VCs installed is greater than a quantity equivalent to 75% of the highest VC installation volume the customer attained in any one of the following months: October, November or December, 2001, as calculated by the Telephone Company. (N)
- (c) For VCs specified in 7.2.17(C)(1), customers will receive a one-time credit of \$80 for each new VC that is installed during the period of August 1 through August 31, 2002, provided that the total number of VCs installed is greater than a quantity equivalent to 80% of the highest VC installation volume the customer attained in any one of the following months: October, November or December, 2001, as calculated by the Telephone Company. (N)
- (B) BellSouth ADSL Service VCs specified in 7.2.17(C)(2) - (7) may be ordered under Terms and Conditions specified following during the period of June 1, 2002 through August 31, 2002. (N)
- (1) For customers in the Atlanta, Miami, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Monroe, Montgomery, Melbourne, Nashville, Orlando, Pensacola, Raleigh, Savannah, Shreveport, West Palm Beach and Wilmington MSAs: (N)
- (a) For each new VC that is installed during the period of June 1 through August 31, 2002, customers will receive a one-time credit of \$100 for VCs having a Month-To-Month commitment period and \$200 for VCs having a 13 month or greater commitment period. (N)

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-62.1

ACCESS SERVICE
25 – Contract Tariffs

(N)

(N)

(N)

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period beginning December 14, 2002, and ending February 28, 2003.
- (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.
- (C) Customers will receive credits as described in 25.7.2.2(B), 25.7.2.2(C), 25.7.2.2(D), and 25.7.2.2(E) following.
- (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.
- 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

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 13, 2002

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-62.2

EFFECTIVE: DECEMBER 14, 2002

ACCESS SERVICE
25 – Contract Tariffs

25.7 Promotions (Cont'd) (N)

25.7.2 BellSouth ADSL Service – Promotion 2 (Cont'd) (N)

25.7.2.2 Description (N)

(A) BellSouth ADSL Service VCs may be ordered under Terms and Conditions specified following, during the period of December 14, 2002 through February 28, 2003. (N)
(N)

(B) Customer will receive a credit equal to the nonrecurring charge stated in 23.5.2.21 for Virtual Circuits on all orders placed and installed between December 14, 2002 and December 31, 2002. Credit will appear on customer's February 2003 invoice. (N)
(N)
(N)

(C) Customer will receive a credit equal to the first month's recurring charge stated in 23.5.2.21 for Virtual Circuits on all orders placed between December 14, 2002 and February 28, 2003 and installed within two calendar weeks after ordering. Credits will appear on customer's February, March, and April 2003 invoices. (N)
(N)
(N)
(N)

(D) If the number of Low Speed Asymmetric Virtual Circuits, High Speed Asymmetric Virtual Circuits, and Symmetric Virtual Circuits disconnected by customer between December 14, 2002 and December 31, 2002 is 50% to 100% less than the number of Low Speed Asymmetric Virtual Circuits, High Speed Asymmetric Virtual Circuits, and Symmetric Virtual Circuits disconnected by customer from December 1, 2002 through December 13, 2002, customer will receive a credit of \$50 multiplied by this difference. Credit will appear on customer's February 2003 invoice. (N)
(N)
(N)
(N)
(N)
(N)
(N)

(E) If the number of Low Speed Asymmetric Virtual Circuits, High Speed Asymmetric Virtual Circuits, and Symmetric Virtual Circuits disconnected by customer between December 14, 2002 and December 31, 2002 is 25% to 49% less than the number of Low Speed Asymmetric Virtual Circuits, High Speed Asymmetric Virtual Circuits, and Symmetric Virtual Circuits disconnected by customer from December 1, 2002 through December 13, 2002, customer will receive a credit of \$25 multiplied by this difference. Credit will appear on customer's February 2003 invoice. (N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)

EFFECTIVE: JANUARY 15, 2003

ACCESS SERVICE
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)

EFFECTIVE: FEBRUARY 6, 2003

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.7 Promotions (N)

25.7.4 Special Promotion-LightGate Svc. (a.k.a. BellSouth SPA Point to Point) (N)

25.7.4.1 General Regulations (N)

- (A) This tariff provides a Special Promotion reacquisition offer for LightGate Svc. (a.k.a. BellSouth SPA Point to Point) and is valid for the period beginning February 6, 2003, through August 5, 2003. (N)
(N)
(N)
- (B) The rates and charges for LightGate Svc. (a.k.a. BellSouth SPA Point to Point) are set forth in Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates and charges applicable for LightGate Svc. (a.k.a. BellSouth SPA Point to Point) in Section 23 or other sections of this Tariff during the promotional period in (A) preceding, unless otherwise specified herein. (N)
(N)
(N)
(N)
(N)
- (C) The regulations, terms and conditions for this Special Promotion shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) listed below: (N)
(N)
(N)
- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach (N)
(N)
(N)
(N)
(N)
(N)

25.7.4.2 Eligibility Requirements (N)

- (A) A customer must subscribe to this Special Promotion reacquisition offer during the promotional period specified in 25.7.4.1(A), preceding, and must meet the eligibility requirements set forth below. The Company will be the sole determinant of whether the customer meets these eligibility requirements. (N)
(N)
(N)
(N)
(N)
- (1) The customer must convert an equivalent LightGate Svc. (a.k.a. BellSouth SPA Point to Point) that the customer subscribes to from a carrier other than BellSouth Telecommunications, Inc. or one of its affiliates. (N)
(N)
(N)
(N)
- (2) The customer must present in advance of service installation sufficient documentation (i.e., current circuit detail records) to demonstrate that a carrier other than BellSouth Telecommunications, Inc. or one of its affiliates provides the customer's equivalent LightGate Svc. (a.k.a. BellSouth SPA Point to Point). An equivalent LightGate Svc. (a.k.a. BellSouth SPA Point to Point) billed by a carrier already leasing the facility from BellSouth Telecommunications, Inc. will not qualify as a potential reacquisition. (N)
(N)
(N)
(N)
(N)
(N)
(N)
- (3) The customer's equivalent LightGate Service Svc. (a.k.a. BellSouth SPA Point to Point) must be located in one of the Full Service Relief MSAs specified in 25.7.4.1(C), preceding. (N)
(N)
(N)

EFFECTIVE: FEBRUARY 6, 2003

ACCESS SERVICE

25 – Contract Tariffs

25.7.4 Special Promotion-LightGate Svc. (a.k.a. BellSouth SPA Point to Point)
(Cont'd)

25.7.4.2 Eligibility Requirements (Cont'd)

(A) (Cont'd)

- (4) The customer must subscribe to the Transport Payment Plan (TPP), Plan C (61 - 96 months), as set forth in 2.4.8(D) of this Tariff. All regulations, terms and conditions associated with TPP will apply as set forth in 2.4.8(D) of this Tariff unless otherwise specified herein.

25.7.4.3 Description

- (A) There are two options provided in this Special Promotion reacquisition offer, as described below, of which the customer may select one option.

(1) Promotional Offer A:

This option provides a 12% discount on monthly recurring TPP Plan C rates for LightGate Svc. (a.k.a. BellSouth SPA Point to Point) for new subscribers meeting the eligibility requirements defined in 25.7.4.2 preceding. The 12% discount on monthly recurring TPP Plan C rates will be credited to the customer's account one month in arrears for the life of the TPP Plan C contract term. This discount is in addition to other discount plans the customer may subscribe to in other sections of this Tariff for LightGate Svc. (a.k.a. BellSouth SPA Point to Point), e.g., Transport Payment Plan, Transport Savings Plan.

(2) Promotional Offer B:

This option provides a credit equivalent to the first three months of monthly recurring TPP Plan C rates for LightGate Service (a.k.a. BellSouth SPA Point to Point) for new subscribers meeting the eligibility requirements defined in 25.7.4.2 preceding. This first three months of credit will be applied to the customer's account one month in arrears following the third month of service. This credit is in addition to other discount plans the customer may subscribe to in other sections of this Tariff for LightGate Svc. (a.k.a. BellSouth SPA Point to Point), e.g., Transport Payment Plan, Transport Savings Plan.

(B) Termination Liability

Should the customer disconnect service purchased under this Special Promotion prior to the end of the TPP Plan C contract term, the termination liability associated with TPP will apply in addition to the following:

- (1) The customer must repay the Company one and one half (1 1/2) times the credits received under Promotional Offer A or B, whichever is applicable.

(C) Restrictions

- (1) Credits given under this promotional offer will not be applied to taxes.
- (2) The Company will not pay interest on the credits given under this promotional offer.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: APRIL 30, 2003

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1ST REVISED PAGE 25-62.6
CANCELS ORIGINAL PAGE 25-62.6

EFFECTIVE: MAY 1, 2003

ACCESS SERVICE
25 – Contract Tariffs

25.7 Promotions

25.7.5 BellSouth ADSL Service – Promotion 4

25.7.5.1 General Regulations

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period as described in 25.7.5.2. (T)
- (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.
- (C) Customers will receive credits as described in 25.7.5.2 following. (T)
- (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.
 - 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

25.7.5.2 Description

- (A) BellSouth ADSL Service VCs may be ordered under the Terms and Conditions specified following, during the period of March 22, 2003 through October 1, 2003. (C)
- (B) Customers ordering 100 or more BellSouth ADSL Virtual Circuits between March 22, 2003 and October 1, 2003 will receive a credit of \$40 against the nonrecurring charge stated in 23.5.2.21(A)(1) for Virtual Circuits on all orders placed and installed between March 22, 2003 and October 1, 2003. Credit will appear on the customer's seventh monthly invoice following Virtual Circuit installation. (C)
(C)
(C)
- (C) For new BellSouth ADSL Virtual Circuits ordered between May 1, 2003 and October 1, 2003, customers will receive a credit of \$5 against the monthly recurring charge stated in 23.5.2.21(A)(1) for Virtual Circuits. The total of the credit will be equal to \$5 times the number of months that the new order is installed between May 1, 2003 and October 1, 2003. Credit will appear on the customer's seventh monthly invoice following Virtual Circuit installation. (N)
(N)
(N)
(N)
(N)
(N)
- (D) Any BellSouth ADSL Virtual Circuit ordered and installed under this promotion that is disconnected prior to the completion of the minimum service period stated in 7.4.4 will not be eligible for the promotional credit. (T)

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ISSUED: MAY 9, 2003

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 25-62.7
CANCELS ORIGINAL PAGE 25-62.7

EFFECTIVE: MAY 10, 2003

ACCESS SERVICE
25 – Contract Tariffs

25.7 Promotions

25.7.6 Special Promotion-LightGate Svc. (a.k.a. BellSouth SPA Point to Point)

25.7.6.1 General Regulations

- (A) This tariff provides a Special Promotion reacquisition offer for LightGate Svc. (a.k.a. BellSouth SPA Point to Point) and is valid for the period beginning April 3, 2003, through October 3, 2003.
- (B) The rates and charges for LightGate Svc. (a.k.a. BellSouth SPA Point to Point) are set forth in Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates and charges applicable for LightGate Svc. (a.k.a. BellSouth SPA Point to Point) in Section 23 or other sections of this Tariff during the promotional period in (A) preceding, unless otherwise specified herein.
- (C) The regulations, terms and conditions for this Special Promotion shall apply for the Metropolitan Statistical Areas (MSAs) listed below: (C)
- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Columbia, Daytona Beach, Evansville, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lafayette, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Owensboro, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach, Birmingham, Huntsville, Mobile, Panama City, Augusta, Columbus, Lexington-Fayette, New Orleans, Asheville, Charleston, Greenville, Clarksville-Hopkinsville (N)
(N)
(N)

25.7.6.2 Eligibility Requirements

- (A) A customer must subscribe to this Special Promotion reacquisition offer during the promotional period specified in 25.7.6.1(A), preceding, and must meet the eligibility requirements set forth below. The Company will be the sole determinant of whether the customer meets these eligibility requirements.
- (1) The customer must convert an equivalent LightGate Svc. (a.k.a. BellSouth SPA Point to Point) that the customer subscribes to from a carrier other than BellSouth Telecommunications, Inc. or one of its affiliates.
- (2) The customer must present in advance of service installation sufficient documentation (i.e., current circuit detail records) to demonstrate that a carrier other than BellSouth Telecommunications, Inc. or one of its affiliates provides the customer's equivalent LightGate Svc. (a.k.a. BellSouth SPA Point to Point). An equivalent LightGate Svc. (a.k.a. BellSouth SPA Point to Point) billed by a carrier already leasing the facility from BellSouth Telecommunications, Inc. will not qualify as a potential reacquisition.
- (3) The customer's equivalent LightGate Service Svc. (a.k.a. BellSouth SPA Point to Point) must be located in one of the MSAs specified in 25.7.6.1(C), preceding. (C)

EFFECTIVE: APRIL 3, 2003

ACCESS SERVICE

25 – Contract Tariffs

25.7.6 Special Promotion-LightGate Svc. (a.k.a. BellSouth SPA Point to Point)
(Cont'd)

25.7.6.2 Eligibility Requirements (Cont'd)

(A) (Cont'd)

- (4) The customer must subscribe to the Transport Payment Plan (TPP), Plan B (37 – 60 months) or Plan C (61 – 96 months), as set forth in 2.4.8(D) of this Tariff. All regulations, terms and conditions associated with TPP will apply as set forth in 2.4.8(D) of this Tariff unless otherwise specified herein.

25.7.6.3 Description

- (A) There are three options provided in this Special Promotion reacquisition offer, as described below, of which the customer may select one option.

(1) Promotional Offer A:

This option provides a 12% discount on monthly recurring TPP Plan C rates for LightGate Svc. (a.k.a. BellSouth SPA Point to Point) for new subscribers meeting the eligibility requirements defined in 25.7.6.2 preceding. The 12% discount on monthly recurring TPP Plan C rates will be credited to the customer's account one month in arrears for the life of the TPP Plan C contract term. This discount is in addition to other discount plans the customer may subscribe to in other sections of this Tariff for LightGate Svc. (a.k.a. BellSouth SPA Point to Point), e.g., Transport Savings Plan.

(2) Promotional Offer B:

This option provides a credit equivalent to the first three months of monthly recurring TPP Plan C rates for LightGate Service (a.k.a. BellSouth SPA Point to Point) for new subscribers meeting the eligibility requirements defined in 25.7.6.2 preceding. This first three months of credit will be applied to the customer's account one month in arrears following the third month of service. This credit is in addition to other discount plans the customer may subscribe to in other sections of this Tariff for LightGate Svc. (a.k.a. BellSouth SPA Point to Point), e.g., Transport Savings Plan.

(3) Promotional Offer C:

This option provides a 8% discount on monthly recurring TPP Plan B rates for LightGate Svc. (a.k.a. BellSouth SPA Point to Point) for new subscribers meeting the eligibility requirements defined in 25.7.6.2 preceding. The 8% discount on monthly recurring TPP Plan B rates will be credited to the customer's account one month in arrears for the life of the TPP Plan B contract term. This discount is in addition to other discount plans the customer may subscribe to in other sections of this Tariff for LightGate Svc. (a.k.a. BellSouth SPA Point to Point), e.g., Transport Savings Plan.

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ISSUED: APRIL 2, 2003

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EFFECTIVE: APRIL 3, 2003

ACCESS SERVICE

(N)

25 – Contract Tariffs

(N)

25.7.6 Special Promotion-LightGate Svc. (a.k.a. BellSouth SPA Point to Point)
(Cont'd)

(N)

(N)

(B) Termination Liability

(N)

Should the customer disconnect service purchased under this Special Promotion prior to the end of the TPP Plan B or C contract term, whichever is applicable, the termination liability associated with TPP shall apply in addition to the following:

(N)

(N)

(N)

(N)

- (1) The customer must repay the Company one and one quarter ($1\frac{1}{4}$) times the credits received under Promotional Offer A, B, or C, whichever is applicable.

(N)

(N)

(C) Restrictions

(N)

- (1) Credits given under this promotional offer will not be applied to taxes.

(N)

(N)

- (2) The Company will not pay interest on the credits given under this promotional offer.

(N)

(N)

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.8 Contract Tariff – No. 006 (N)

- (A) This Contract Tariff is valid for a period of 25 months and shall terminate on July 19, 2004. (N)
(N)
- (B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 006 in the Metropolitan Statistical Areas (MSAs) defined in 25.8.1.B below. A customer may subscribe within a period of thirty (30) days following the Contract Tariff's effective date. (N)
(N)
(N)
(N)
- (C) This Contract Tariff contains a Service Level Agreement (SLA), which will apply pursuant to regulations, terms, and conditions specified in 25.8.1(G), following. (N)
(N)
(N)

25.8.1 General Regulations (N)

(A) Term and Renewal Options (N)

- (1) The customer's term under this Contract Tariff is 24 months. At the end of the contract term, the incentives provided in this Contract Tariff shall be discontinued. (N)
(N)
(N)
- (2) In order to subscribe to this Contract Tariff, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed by the customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the customer's term and the Access Customer Name Abbreviations (ACNAs). (N)
(N)
(N)
(N)
(N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall apply for the Full Service Relief MSAs listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. References made throughout this Contract Tariff to the customer's annual revenues shall include monthly recurring revenues for the combined MSAs shown below: (N)
(N)
(N)
(N)
(N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach (N)
(N)
(N)
(N)
(N)
(N)

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.8.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.8.2, following. These revenues are for the combined MSAs set forth in Section 25.8.1(B), preceding, and for the services described in Section 25.8.1(C), preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

The application of rates and charges for services subject to this Contract Tariff 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.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and the product suite total annual minimum revenues for each year of the contract term as set forth in Section 25.8.2 following. There are three levels of incentives: 1) Annual Incentive, 2) Product Suite Annual Incentive, and 3) Product Level Quarterly Incentive. These incentives are described as follows:

(a) Annual Incentive

An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.8.2. The following conditions will apply:

- The customer will receive the Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume in any year of the contract term. Further, the customer's subscription to this Contract Tariff shall be cancelled in accordance with Shortfall Penalty regulations set forth in 25.8.1(F)(2), following.

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ISSUED: JUNE 19, 2002

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-66

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE (N)
25 – Contract Tariffs (Cont'd) (N)

25.8 Contract Tariff – No. 006 (Cont'd) (N)

25.8.1 General Regulations (Cont'd) (N)

(F) Classifications, Practices and Regulations (Cont'd) (N)

(1) Application of Contract Tariff Incentives (Cont'd) (N)

(b) Product Suite Annual Incentive (N)

The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.8.2 following. The Product Suite Annual Incentive applies if the customer achieves the product suite total annual minimum revenue at the end of each contract term year and will be equal to the same incentive dollar amount the customer is awarded for the Annual Incentive as described in 25.8.1(F)(1)(a), preceding. (N)
(N)
(N)
(N)
(N)
(N)

The customer will receive the Product Suite Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff. (N)
(N)
(N)
(N)

The customer will not receive the Product Suite Annual Incentive if in any year of the contract term the customer fails to achieve the product suite total annual minimum revenue. (N)
(N)
(N)

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE
25 – Contract Tariffs

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(1) Application of Contract Tariff Incentives (Cont'd)

(c) Product Level Quarterly Incentive

The two products shown in Section 25.8.2, following, are available for a Product Level Quarterly Incentive. This quarterly incentive will be computed on the monthly-billed revenue for the selected products in each contract term year and will be awarded on a quarterly basis under the following conditions:

- The Company will monitor on a quarterly basis the customer's annual minimum-billed revenues provided in Section 25.8.2, Table 1 in each contract term year to determine if the customer is on schedule in achieving the quarterly objective of the annual minimum-billed revenue volume. The scheduled objective for the first quarter is 25% of the annual minimum-billed revenue, for the second quarter 50% of the annual minimum-billed revenue, for the third quarter 75% for the annual minimum-billed revenue, and for the fourth quarter 100% of the annual minimum-billed revenue.
- For each year of the contract term, the customer will receive the Product Level Quarterly Incentive on a quarterly basis only if the scheduled objectives for the annual minimum-billed revenues are met. For example, if the first quarter's objective is not met, the first quarter incentive award will be delayed until the second quarter. If the second quarter objective is not met, the monthly incentive award for the first and second quarters will be delayed until the third quarter. If the customer meets the third quarter objective, the monthly incentives for the first, second and third quarters will be awarded to the customer.
- If at the end of the fourth quarter the customer does not achieve at least 100% of the annual minimum-billed revenue volume, the customer will not receive a fourth quarter Product Level Quarterly incentive and must also reimburse the Company all Product Level Quarterly Incentives received for the first, second and third quarters in accordance with Shortfall Penalty regulations in 25.8.1(F)(2) following.

EFFECTIVE: JUNE 20, 2002

ACCESS TARIFF	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.8 <u>Contract Tariff – No. 006</u> (Cont'd)	(N)
25.8.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(d) <u>Examples of Contract Tariff Incentives</u>	(N)
- <u>Example 1: Annual Incentive:</u>	(N)
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with a revenue achievement of \$23,040,000. The customer will be awarded an Annual Incentive of \$117,300 computed using Table 1 in 25.8.2 as follows:	(N)
	(N)
	(N)
	(N)
	(N)
$(\text{Annual Revenue Achieved} - \text{Annual Minimum Revenue Volume}) \times \text{Applicable Incentive Percentage} = \text{Annual Incentive}$	(N)
$(\$23,040,000 - \$21,085,000) \times 6\% = \$117,300$	(N)
- <u>Example 2: Product Suite Annual Incentive:</u>	(N)
As illustrated in Example 1 above, the customer achieved the first contract term year's annual minimum-billed revenue and also exceeded the product suite total annual minimum revenue with a revenue achievement of \$15,585,000 (see Table 2 in 25.8.2). The customer will be awarded a Product Suite Annual Incentive of \$117,300, which is equivalent to the same dollar amount the customer is awarded for the Annual Incentive in the example above.	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
- <u>Example 3: Product Level Quarterly Incentive:</u>	(N)
The customer's first quarter monthly revenues are as follows:	(N)
Product #1: \$748,750	(N)
Product #2: \$3,147,500	(N)
Total Products #1 and #2: \$3,896,250	(N)
	(N)
The customer achieved the scheduled objective of 25% of the first year's annual minimum-billed revenue as shown in Table 1 of 25.8.2. Therefore, the customer is eligible for a first quarter Product Level Quarterly Incentive of \$116,887.50 computed as follows:	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
$[(\text{Product \#1 Total Quarterly Revenues}) \times \text{Product \#1 Incentive Percentage}] + [(\text{Product \#2 Total Quarterly Revenues}) \times \text{Product \#2 Incentive Percentage}] = \text{Product Level Quarterly Incentive}$	(N)
	(N)
$[(\$748,750 \times 3\%) + (\$3,147,500 \times 3\%)] = \$116,887.50$	(N)

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.8 <u>Contract Tariff – No. 006</u> (Cont'd)	(N)
25.8.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty Regulations</u>	(N)
(a) <u>Shortfall Penalty for Failure to Achieve Minimum-Billed Revenue</u>	(N)
The customer must achieve the annual minimum-billed revenue volume specified in 25.8.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N) (N) (N) (N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer will not receive for such year the Annual Incentive as described in 25.8.1(F)(1)(a), preceding. Further, the customer must repay the Company all Product Level Quarterly Incentives received for such year and will be billed the full amount thirty days following the customer's contract anniversary date.	(N) (N) (N) (N) (N) (N) (N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual minimum revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.8.1(F)(1)(b), preceding.	(N) (N) (N) (N) (N) (N) (N)
(b) <u>Shortfall Penalty for Failure to Achieve the SLA Baseline Revenue</u>	(N)
The customer must achieve the minimum annual Baseline Revenue each contract term year as specified in 25.8.1(G)(1), following, in order to receive the performance remedies for the Service Level Agreement specified in 25.8.1(G).	(N) (N) (N) (N)
Failure to achieve the minimum annual Baseline Revenue for any contract term year will result in termination of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the contract cancellation date.	(N) (N) (N) (N) (N)

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.8 <u>Contract Tariff – No. 006</u> (Cont'd)	(N)
25.8.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(3) <u>Restrictions</u>	(N)
(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein.	(N) (N) (N)
(b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.8.2 following.	(N) (N) (N)
(c) Customers must subscribe to the Transport Payment Plan for the applicable services provided in this Contract Tariff.	(N) (N)
(4) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N) (N)
(a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.	(N) (N) (N)
(b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.	(N) (N) (N) (N)
(c) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.	(N) (N) (N)
(5) <u>Revenue Accumulation by Bill Period</u>	(N)
The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.	(N) (N) (N) (N) (N)

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ACCESS SERVICE

(N)

25 – Contract Tariffs (Cont'd)

(N)

25.8 Contract Tariff – No. 006 (Cont'd)

(N)

25.8.1 General Regulations (Cont'd)

(N)

(F) Classifications, Practices and Regulations (Cont'd)

(N)

(6) Tax Exclusions

(N)

The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite annual minimum revenues.

(N)

(N)

(N)

(N)

(7) Existing Discount Plans

(N)

The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).

(N)

(N)

(N)

(N)

(8) Performance Measures

(N)

The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4 (service assurance warranty), Section 2.4.9 (service installation guarantee) and 25.8.1(G) (Service Level Agreement) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement

Concurrent with the effective date of this Contract Tariff, a Service Level Agreement (SLA) as specified herein shall become effective and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein.

The services for which this SLA applies are LightGate Service (a.k.a. BellSouth SPA Point to Point) and DS1 (a.k.a. BellSouth SPA DS1). All rate elements associated with these services are included in this SLA.

(1) Minimum Annual Baseline Revenue

In order for the customer to receive the remedies for any missed performance metric agreed to under this SLA, the customer must achieve minimum annual Baseline Revenue of \$18,200,000 for services specified in 25.8.1(C) of this Contract Tariff for the first contract term year. For the second contract term year, the customer's minimum annual Baseline Revenue will be equivalent to the revenue the customer actually achieves at the end of the first contract term year. Shortfall Penalty regulations specified in 25.8.1(F)(2)(b) will apply if the customer fails to achieve the minimum annual Baseline Revenue.

(2) Performance Metrics and Measurement Methodology

(a) The SLA Commitments, Performance Objectives and Total Revenue at Risk are shown in Chart A in 25.8.1(G)(5) and (6) following. The performance metrics that will be tracked and measured are shown below. The definitions are provided in (3) following.

- Customer Desired Due Date (CDDD) Met
- Firm Order Confirmation Receipt (FOC)
- New Circuit Failure Rate
- Mean Time to Repair (MTTR) Hours

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(2) Performance Metrics and Measurement Methodology (Cont'd)

(b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data under the Service Level Agreement (SLA) provided herein:

- The Company will utilize its monthly self-reported performance measurement data to determine performance metrics. The Company's self-reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company's calculation of its performance under this Contract Tariff shall be the sole determinate of the Company's obligation to provide a remedy for a missed performance metric. The Company will monitor data collection and calculation to ensure the integrity of self-reported results.
- Performance metrics and any applicable remedies will be calculated on a regional, state, or district level basis, as currently measured, and prorated to an MSA level.
- At the point that any MSA specific measurements are instituted, any applicable remedies will be converted to the MSA basis. Following implementation of MSA level measures, performance metrics and any applicable remedies will be calculated solely on an MSA basis. For example, Customer Desired Due Date (CDDD) and Mean Time to Repair (MTTR) performance data for a customer subscribing to this Contract Tariff in all of the Atlanta Network districts will be used for the Atlanta MSA until specific Atlanta MSA performance data is available.

(c) Neither the Company or the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of the customer or the Company's obligation(s) under this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay.

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.8 <u>Contract Tariff – No. 006</u> (Cont'd)	(N)
25.8.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(3) <u>Performance Metrics Definitions</u>	(N)
(a) <u>Customer Desired Due Date (CDDD)</u> :	(N)
This metric measures the percentage of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date.	(N)
- Exclusions: Test orders, disconnect orders, administrative orders, record orders, and orders that are not completed. (Orders are included in the month that they are completed).	(N)
- Business Rule: The number of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date, divided by total Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed. Orders coded with a Customer Not Ready (CNR) designation are considered an order where CDDD is met.	(N)
(b) <u>Firm Order Confirmation (FOC) Receipt</u>	(N)
This metric measures the percentage of the Company's FOCs, including electronic facility checks, within the specified timeframes. The FOC is a notice the Company returns to the customer in response to an Access Service Request (ASR), which confirms receipt of the ASR and that the ASR has been created with an assigned due date.	(N)
- Exclusions: Test orders, weekend and holiday hours (other than flow-through), weekend hours (midnight Friday through Midnight Sunday), holiday hours (midnight of the business day preceding the holiday to midnight of the holiday).	(N)
- Business Rule: The number of ASRs where the Company provides Firm Order Commitment to the customer within the required interval divided by the total number of ASRs where the Company is responsible for providing the Firm Order Commitment.	(N)

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.8 <u>Contract Tariff – No. 006</u> (Cont'd)	(N)
25.8.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(3) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(c) <u>New Circuit Failure Rate</u>	(N)
This metric measures the percent of new customer circuits installed by the Company where a reported trouble was found in the network within 30 days of order completion. A service is considered to have a problem or trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative.	(N)
- Exclusions: Troubles reported on Company official administrative lines; troubles closed due to Customer action; troubles reported by Company employees in the course of performing preventive maintenance; CPE troubles; subsequent trouble reports where the initial trouble is pending; troubles caused by customer negligence; troubles due to failure of equipment or systems provided by the customer or others; troubles during any period in which the Company is not afforded access to the premises where the service is terminated; troubles when the customer has released the service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the service during the time that was negotiated with the customer prior to the release of that service; troubles during periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis; troubles during periods of temporary discontinuance as set forth in 2.2.1(B) of this Tariff.	(N)
- Business Rule: The number of Measured Trouble Reports (excludes troubles closed to Customer Premises Equipment and Independent Exchange Company Information) on newly installed lines (Adds Only) within thirty-days/divided by total new lines for the previous month.	(N)

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(d) Mean Time to Repair (MTTR) Hours

The average duration from the time the Company receives a trouble report to the time the Company clears a trouble. A service is considered to have a trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative.

- Exclusions: Troubles reported on Company official administrative lines; troubles closed due to Customer action; troubles reported by Company employees in the course of performing preventive maintenance, CPE troubles; or subsequent trouble reports where the initial trouble is pending; canceled trouble reports; troubles caused by customer negligence; troubles due to failure of equipment or systems provided by the customer or others; troubles during any period in which the Company is not afforded access to the premises where the service is terminated; troubles when the customer has released the service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the service during the time that was negotiated with the customer prior to the release of that service; troubles during periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis; troubles during periods of temporary discontinuance as set forth in 2.2.1(B) of this Tariff.

- Business Rule: Total duration (in hours, tenths and hundreths) of all Special Access measured trouble reports, divided by the total number of all Special Access measured customer trouble reports. Calculated as referred out duration subtracted from actual duration. Time needed for delayed maintenance at the customer's request (e.g., for circuit monitoring purposes prior to trouble ticket closure) and no-access time is not included in the actual duration figure.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JUNE 19, 2002

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-77

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Customer Obligations

In order to receive the performance remedies specified in this SLA,
the customer agrees to the following conditions:

- (a) The customer shall maintain minimum annual Baseline revenue of \$18,200,000 for the first year of this Contract Tariff in the MSAs specified in order for the customer to receive the remedies for any missed performance metric agreed to under this SLA. For the second year of this Contract Tariff, the minimum annual Baseline revenue will be equivalent to the revenue the customer actually achieves at the end of the first year of this Contract Tariff.
- (b) The customer shall maintain existing electronic system interfaces and processes for Access Service Request (ASR) initiation and trouble reporting.
- (c) The customer shall submit ASRs by 3:00 p.m. EST in order for the ASR to be processed the same business day. ASRs received after 3:00 p.m. EST shall be processed the next business day.

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(5) Company Obligations

(a) Should BellSouth fail to perform to the service levels detailed in Charts A and B in 25.8.1(G)(6) and (7) following, an SLA Performance Credit of up to 1% of the customers minimum annual Baseline Revenue specified in 25.8.1(G)(1) preceding, will be at risk provided the customer met the obligations detailed in 25.8.1(G)(4), preceding.

(b) The Company will evaluate and calculate the performance objectives on a monthly basis. Any applicable SLA Performance Credit will be applied to the customer's account at the end of each contract term year, one month in arrears of the customer's contract anniversary date.

(c) The Monthly Revenue at Risk will be determined as follows:

(Minimum Annual Baseline Revenue X 1%) divided by 12 = Monthly Revenue at Risk

(\$18,200,000 X 1%) divided by 12 = \$15,167

(d) The following example illustrates how the Company will calculate the SLA Performance Credits using the Monthly Revenue at Risk above and data from Charts A and B in 25.8.1(G)(6) and (7) following.

Example 1: For DS1 (a.k.a BellSouth SPA DS1) orders, CDDD attainment in the first month is 88%. The performance remedy for such month would be calculated as follows:

(Monthly Revenue at Risk X Weighting) X Penalty = Monthly Remedy

(\$15,167 X 17.5%) X 25% = \$663.56

(e) The Company will sum the SLA Performance Credits for each missed performance metrics to get each month's Total Monthly Performance Credit. The twelve-months Total Monthly Performance Credits will be credited to the customer's account one month in arrears of the customer's contract subscription anniversary date.

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(6) Performance Metrics – Provisioning Elements

Chart A below provides the weighting, performance targets, and penalties for the specified metric.

CHART A: Service Level Agreement (Provisioning Elements)			
SLA Commitment		Performance Objectives	Total At Risk=1% of MSA Baseline Billed Rev
Measure	Weighting	Performance Targets	Penalty
CDDD			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	17.5%	>= 90%	0%
		87.5 – 89.99%	25%
		85 – 87.49%	50%
		<85%	100%
DS1 (a.k.a. BellSouth SPA DS1)	17.5%	>= 95%	0%
		92.5 – 94.99%	25%
		90 – 92.49%	50%
		<90%	100%
FOC Timeliness			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	5%	>= 85%	0%
within 120 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%
DS1 (a.k.a. BellSouth SPA DS1)	5%	>= 85%	0%
within 48 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%
New Circuit Failure Rate			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	15%	<= 5%	0%
		5.01 – 6.25%	25%
		6.26 – 7.5%	50%
		>7.5%	100%
DS1 (a.k.a. BellSouth SPA DS1)	15%	<= 10%	0%
		10.01 – 12.5%	25%
		12.26 – 15%	50%
		>15%	100%

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics – Maintenance Elements

Chart B below provides the weighting, performance targets, and penalties for the specified metric:

Chart B: Service Level Agreement (Maintenance Elements)			
SLA Commitment		Performance Objectives	Total At Risk=1% of MSA Baseline Billed Rev
Measure	Weighting	Performance Target	Penalty
MTTR			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	12.5%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%
DS1 (a.k.a. BellSouth SPA DS1)	12.5%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs.	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%

EFFECTIVE: JUNE 20, 2002

ACCESS TARIFFS
 25 – Contract Tariffs (Cont'd)

25.8 Contract Tariff – No. 006 (Cont'd)

25.8.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.8.1(F)(1)(d), preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$000)	
	Year 1	Year 2
Minimum Revenue Volumes	\$21,085	\$24,458
(%) Annual Incentives		
5%	> \$21,085 - 22,139	> \$24,458 - 25,681
6%	> 22,139 - 23,193	> 25,681 - 26,904
7%	> 23,193 - 24,247	> 26,904 - 28,126
Maximum Revenues	\$24,247	\$28,126

- (2) Table 2 below provides the product suite and the product suite total annual minimum revenues. The customer must achieve each year's total annual minimum revenue* in order to receive a Product Suite Annual Incentive, which is equivalent to the dollar amount the customer is awarded for the Annual Incentive as specified in 25.8.2(A)(1) above.

Table 2	Product Suite Annual Minimum Revenues (\$000)	
	Year 1	Year 2
Product Suite		
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	\$ 2,394	\$ 2,777
DSL (a.k.a. BellSouth SPA DSL)	9,965	11,559
*Total Annual Minimum Revenues	\$12,359	\$14,336

- (3) Table 3 below provides the products eligible for a Product Level Quarterly Incentive. The Product Level Quarterly Incentive is applied on the monthly-billed revenue for these products and awarded on a quarterly basis.

Table 3	Quarterly Product Level Incentive	
	Year 1	Year 2
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	3%	3%
DSL (a.k.a. BellSouth SPA DSL)	3%	3%

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.9 Contract Tariff – No. 007 (N)

- (A) This Contract Tariff is valid for a period of 25 months and shall terminate on September 16, 2004. (N)
(B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 007 in the Metropolitan Statistical Areas (MSAs) defined in 25.9.1(B) below. A customer may subscribe within a period of thirty (30) days following the Contract Tariff's effective date. (N)
(C) This Contract Tariff contains a Service Level Agreement (SLA), which will apply pursuant to regulations, terms, and conditions specified in 25.9.1(G), following. (N)

25.9.1 General Regulations (N)

(A) Term and Renewal Options (N)

- (1) The customer's term under this Contract Tariff is 24 months. At the end of the contract term, the incentives provided in this Contract Tariff shall be discontinued. (N)
(2) In order to subscribe to this Contract Tariff, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed by the customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the customer's term and the Access Customer Name Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall apply for the Full Service Relief MSAs listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. References made throughout this Contract Tariff to the customer's annual revenues shall include monthly recurring revenues for the combined MSAs shown below: (N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach (N)

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.9.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenues and product level annual minimum-billed revenues are provided in Section 25.9.2, following. The annual minimum-billed revenue volumes are for the combined MSAs set forth in Section 25.9.1(B), preceding, and for the services described in Section 25.9.1(C), preceding. The product level annual minimum-billed revenues are for the combined MSAs set forth in Section 25.9.1(B), preceding, and for the services specified in 25.9.2, Table 2. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product level annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

The services to which the incentives set forth in this Contract Tariff are obtained from Section 23 of this tariff. The Company reserves the right to change the terms, conditions, rates and charges applicable for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified in this Contract Tariff.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

There are two levels of incentives provided in this Contract Tariff: 1) Annual Incentive and 2) Product Level Quarterly Incentive. In order to be eligible for these incentives each contract term year, the customer must achieve the annual minimum-billed revenue and the product level annual minimum-billed revenue (for each individual product) as set forth in Section 25.9.2, Tables 1 and 2, following. The incentives are described as follows:

(a) Annual Incentive

An Annual Incentive will be applied to incremental annual billed revenue that exceeds the annual minimum-billed revenue for each contract term year. The annual minimum-billed revenue volumes and the Annual Incentive percentages are provided in 25.9.2. The following conditions will apply:

- The customer will receive the Annual Incentive each contract term year thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue for that contract term year. Further, Shortfall Penalty regulations set forth in 25.9.1(F)(2), following, will apply.

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ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.9 Contract Tariff – No. 007 (Cont'd) (N)

25.9.1 General Regulations (Cont'd) (N)

(F) Classifications, Practices and Regulations (Cont'd) (N)

(1) Application of Contract Tariff Incentives (Cont'd) (N)

(b) Product Level Quarterly Incentive (N)

The two products shown in Section 25.9.2, Table 2, following, are (N)
available for a Product Level Quarterly Incentive. This quarterly (N)
incentive will be computed on the monthly-billed revenue for the (N)
selected products in each contract term year and will be awarded on (N)
a quarterly basis under the following conditions: (N)

- The Company will monitor on a quarterly basis both the customer's (N)
annual minimum-billed revenue in Section 25.9.2, Table 1, and the (N)
product level annual minimum-billed revenue¹ provided in Section (N)
25.9.2, Table 2, in each contract term year to determine if the (N)
customer is on schedule in achieving the quarterly objectives of (N)
both the annual minimum-billed revenue and the product level (N)
annual minimum-billed revenue. The scheduled objective for the (N)
first quarter is 25% of the annual minimum-billed revenue and 25% (N)
of the product level annual minimum-billed revenue; for the second (N)
quarter 50% of the annual minimum-billed revenue and 50% of the (N)
product level annual minimum-billed revenue; for the third quarter (N)
75% of the annual minimum-billed revenue and 75% of the product (N)
level annual minimum-billed revenue; and for the fourth quarter (N)
100% of the annual minimum-billed revenue and 100% of the product (N)
level annual minimum-billed revenue. (N)
- In each contract term year, the customer will receive the Product (N)
Level Quarterly Incentive on a quarterly basis only if the (N)
scheduled objectives for both the annual minimum-billed revenue (N)
and the product level annual minimum-billed revenues are met. For (N)
example, if the first quarter's scheduled objectives are not met, (N)
the first quarter incentive award will be delayed until the second (N)
quarter. If the second quarter objectives are not met, the monthly (N)
incentive award for the first and second quarters will be delayed (N)
until the third quarter. If the customer meets the third quarter (N)
objectives, the monthly incentives for the first, second and third (N)
quarters will be awarded to the customer. (N)

¹The scheduled objective for the product level annual minimum-billed revenues (N)
must be achieved for each individual product shown in 25.9.2, Table 2. (N)

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ISSUED: AUGUST 16, 2002

TARIFF F.C.C. NO. 1
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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.9 <u>Contract Tariff – No. 007</u> (Cont'd)	(N)
25.9.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Level Quarterly Incentive</u> (Cont'd)	(N)
- If at the end of the fourth quarter the customer does not achieve at least 100% of the annual minimum-billed revenue and the product level annual minimum-billed revenues, the customer will not receive a fourth quarter Product Level Quarterly incentive and must also reimburse the Company all Product Level Quarterly Incentives received for the first, second and third quarters in accordance with Shortfall Penalty regulations in 25.9.1(F)(2).	(N) (N) (N) (N) (N) (N)
- Should the customer in any quarter achieve the scheduled objective for the annual minimum-billed revenue but does not achieve the scheduled objective for one of the specified products, the customer will not be awarded the Product Level Quarterly Incentive for such product. However, the customer will be awarded the Product Level Incentive for the product in which the scheduled objective was achieved.	(N) (N) (N) (N) (N) (N)

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ACCESS TARIFF	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.9 <u>Contract Tariff – No. 007</u> (Cont'd)	(N)
25.9.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Examples of Contract Tariff Incentives</u>	(N)
- <u>Example 1: Annual Incentive:</u>	(N)
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with annual billed revenue of \$85,235,400. The customer will be awarded an Annual Incentive of \$1,089,792 computed using Table 1 in 25.9.2 as follows:	(N)
	(N)
(Annual Billed Revenue Achieved – Annual Minimum-Billed Revenue Volume) X Applicable Incentive Percentage = Annual Incentive	(N)
(85,235,400 – 79,181,000) X 18% = \$1,089,792	(N)
- <u>Example 2: Product Level Quarterly Incentive:</u>	(N)
The customer achieved monthly revenues for the first quarter for each individual product as follows:	(N)
Product #1: \$4,342,750	(N)
Product #2: \$5,551,250	(N)
The customer met the scheduled objective of 25% for both the annual minimum-billed revenue and the product level annual minimum-billed revenue as shown in Tables 1 and 2 of 25.9.2. Therefore, the customer is eligible for a Product Level Quarterly Incentive for the first quarter of \$494,700 computed as follows:	(N)
	(N)
[(Product #1 Total Quarterly Billed Revenues) X Product #1 Quarterly Incentive Percentage] + [(Product #2 Total Quarterly Billed Revenues) X Product #2 Quarterly Incentive Percentage] = Product Level Quarterly Incentive	(N)
[((\$4,342,750 X 5%) + (\$5,551,250 X 5%)] = \$494,700	(N)

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25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(2) Shortfall Penalty Regulations

(a) Shortfall Penalty for Failure to Achieve Minimum-Billed Revenue

The customer must achieve the annual minimum-billed revenue specified in 25.9.2, Table 1, following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive. If the customer does not achieve the annual minimum-billed revenue for any contract term year, the customer will not receive for such year the Annual Incentive as described in 25.9.1(F)(1)(a), preceding.

The customer must achieve both the annual minimum-billed revenue and the product level annual minimum-billed revenue in 25.9.2, Tables 1 and 2, as determined on the customer's contract anniversary date in order to receive the Product Level Quarterly Incentives. If the customer does not achieve both the annual minimum-billed revenue and the product level annual minimum-billed revenue for any contract term year, the customer will not be eligible for the Product Level Quarterly Incentives for such year as described in 25.9.1(F)(1)(b), preceding. Further, the customer must repay the Company any Product Level Quarterly Incentives awarded during such year, and the customer will be billed the full amount of these incentives thirty days following the customer's contract anniversary date.

(b) Shortfall Penalty for Failure to Achieve the SLA Baseline Revenue

The customer must achieve the minimum annual SLA Baseline Revenue each contract term year as specified in 25.9.1(G)(1), following, in order to receive the performance remedies for the Service Level Agreement specified in 25.9.1(G).

Failure to achieve the minimum annual SLA Baseline Revenue for any contract term year will result in termination of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the contract cancellation date. However, the customer may initiate negotiations for a new Contract Tariff within three months following the customer's contract cancellation date.

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(3) Restrictions

(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein.

(b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.9.2 following.

(4) Mergers and Acquisitions

In the event the customer merges with another company or is acquired by another company, the following regulations will apply:

(a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.

(b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.

(c) In the event of a merger or acquisition, the customer may request the Company to prepare a proposal for a new Contract Tariff that reflects the merger or acquisition, provided the customer's remaining term under this Contract Tariff is at least 3 months. The proposed new Contract Tariff will adjust revenue volumes in Tables 1 and 2 in 25.9.2, following, to reflect the merger or acquisition. The proposed new Contract Tariff shall contain the same incentives as those specified in 25.9.2 of this Contract Tariff.

Unless agreed to otherwise, the regulations for the proposed new Contract Tariff shall be the same as those specified in this Contract Tariff, and the term of the proposed new Contract Tariff shall be for the number of months remaining in the customer's term under this Contract Tariff at the time of the proposed new Contract Tariff filing.

Upon the customer's execution of a Letter of Agreement for Firm Order Commitment to accept the proposed new Contract Tariff, the Company will file the Contract Tariff. The customer may cancel its subscription to this Contract Tariff without termination liability if the customer subscribes to the proposed new Contract Tariff prepared in accordance with these provisions.

(d) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.

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- ACCESS SERVICE (N)
- 25 – Contract Tariffs (Cont'd) (N)
- 25.9 Contract Tariff – No. 007 (Cont'd) (N)
- 25.9.1 General Regulations (Cont'd) (N)
- (F) Classifications, Practices and Regulations (Cont'd) (N)
- (5) Revenue Accumulation by Bill Period (N)
The customer's annual minimum-billed revenue and product level annual minimum-billed revenues shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date. (N)
- (6) Tax Exclusions (N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product level annual minimum-billed revenues. (N)
- (7) Existing Discount Plans (N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.). (N)
- (8) Performance Measures (N)
The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4 (service assurance warranty), Section 2.4.9 (service installation guarantee) and 25.9.1(G) (Service Level Agreement) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff. (N)

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25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement

Concurrent with the effective date of this Contract Tariff, a Service Level Agreement (SLA) as specified herein shall become effective and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein.

The services for which this SLA applies are LightGate Service (a.k.a. BellSouth SPA Point to Point) and DS1 (a.k.a. BellSouth SPA DS1). All rate elements associated with these services are included in this SLA.

(1) Minimum Annual SLA Baseline Revenue

In order for the customer to receive the remedies for any missed performance metric agreed to under this SLA, the customer must achieve minimum annual SLA Baseline Revenue of \$68,259,700 for services specified in 25.9.1(C) of this Contract Tariff for the first contract term year. For the second contract term year, the customer's minimum annual SLA Baseline Revenue will be equivalent to the annual billed revenue the customer actually achieves at the end of the first contract term year. Shortfall Penalty regulations specified in 25.9.1(F)(2)(b) will apply if the customer fails to achieve the minimum annual SLA Baseline Revenue.

(2) Performance Metrics and Measurement Methodology

(a) The SLA Commitments, Performance Objectives and Total Revenue at Risk are shown in Charts A and B in 25.9.1(G)(6) and (7) following. The performance metrics that will be tracked monthly and measured are shown below. The definitions are provided in (3) following.

- Customer Desired Due Date (CDDD) Met
- Firm Order Commitment (FOC) Receipt
- Mean Time to Repair (MTTR) Hours

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(2) Performance Metrics and Measurement Methodology (Cont'd)

- (b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data under the Service Level Agreement (SLA) provided herein:
- The Company will utilize its monthly self-reported performance measurement data to determine performance metrics. The Company's self-reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company's calculation of its performance under this Contract Tariff shall be the sole determinate of the Company's obligation to provide a remedy for a missed performance metric. The Company will monitor data collection and calculation to ensure the integrity of self-reported results.
 - Performance metrics and any applicable remedies will be calculated on a regional, state, or district level basis, as currently measured, and prorated to an MSA level.
 - At the point that any MSA specific measurements are instituted, any applicable remedies will be converted to the MSA basis. Following implementation of MSA level measures, performance metrics and any applicable remedies will be calculated solely on an MSA basis. For example, Customer Desired Due Date (CDDD) and Mean Time to Repair (MTTR) performance data for a customer subscribing to this Contract Tariff in all of the Atlanta Network districts will be used for the Atlanta MSA until specific Atlanta MSA performance data is available.
 - The Company will meet with the customer on a quarterly basis to discuss performance measurement results. If the customer presents the Company sufficient information based on customer provided performance data that conflicts with the Company's reported performance results, the Company will take the customer's information under advisement and make a determination whether or not an adjustment of the Company's performance data is warranted.
- (c) Neither the Company or the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of the customer or the Company's obligation(s) under this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay.

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.9 <u>Contract Tariff – No. 007</u> (Cont'd)	(N)
25.9.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(3) <u>Performance Metrics Definitions</u>	(N)
(a) <u>Customer Desired Due Date (CDDD):</u>	(N)
This metric measures the percentage of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date.	(N)
- Exclusions: Test orders, disconnect orders, administrative orders, record orders, and orders that are not completed. (Orders are included in the month that they are completed).	(N)
- Business Rule: The number of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date, divided by total Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed. Orders coded with a Customer Not Ready (CNR) designation are considered an order where CDDD is met.	(N)
(b) <u>Firm Order Confirmation (FOC) Receipt</u>	(N)
This metric measures the percentage of the Company's FOCs, including electronic facility checks, within the specified timeframes. The FOC is a notice the Company returns to the customer in response to an Access Service Request (ASR), which confirms receipt of the ASR and that the ASR has been created with an assigned due date.	(N)
- Exclusions: Test orders, weekend and holiday hours (other than flow-through), weekend hours (midnight Friday through Midnight Sunday), holiday hours (midnight of the business day preceding the holiday to midnight of the holiday).	(N)
- Business Rule: The number of ASRs where the Company provides Firm Order Commitment to the customer within the required interval divided by the total number of ASRs where the Company is responsible for providing the Firm Order Commitment.	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.9 <u>Contract Tariff – No. 007</u> (Cont'd)	(N)
25.9.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(3) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(c) <u>Mean Time to Repair (MTTR) Hours</u>	(N)
The average duration from the time the Company receives a trouble report to the time the Company clears a trouble. A service is considered to have a trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative.	(N) (N) (N) (N) (N) (N) (N) (N) (N)
- Exclusions: Troubles reported on Company official administrative lines; troubles closed due to Customer action; troubles reported by Company employees in the course of performing preventive maintenance, CPE troubles; or subsequent trouble reports where the initial trouble is pending; canceled trouble reports; troubles caused by customer negligence; troubles due to failure of the customer's equipment or others; troubles during any period in which the Company is not afforded access to the premises where the service is terminated; troubles when the customer has released the service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the service during the time that was negotiated with the customer prior to the release of that service; troubles during periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis; troubles during periods of temporary discontinuance as set forth in 2.2.1(B) of this Tariff.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
- Business Rule: Total duration (in hours, tenths and hundredths) of all Special Access measured trouble reports, divided by the total number of all Special Access measured customer trouble reports. Calculated as referred out duration subtracted from actual duration. Time needed for delayed maintenance at the customer's request (e.g., for circuit monitoring purposes prior to trouble ticket closure) and no-access time is not included in the actual duration figure.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)

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TARIFF F.C.C. NO. 1
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25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Customer Obligations

In order to receive the performance remedies specified in this SLA,
the customer agrees to the following conditions:

- (a) The customer shall maintain minimum annual SLA Baseline revenue of \$68,259,700 for the first year of this Contract Tariff in the MSAs specified in order for the customer to receive the remedies for any missed performance metric agreed to under this SLA. For the second year of this Contract Tariff, the minimum annual SLA Baseline revenue will be equivalent to the annual billed revenue the customer actually achieves at the end of the first year of this Contract Tariff.
- (b) The customer shall submit ASRs by 3:00 p.m. EST in order for the ASR to be processed the same business day. ASRs received after 3:00 p.m. EST shall be processed the next business day.

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25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(5) Company Obligations

(a) Should BellSouth fail to perform to the service levels detailed in Charts A and B in 25.9.1(G)(6) and (7) following, an SLA Performance Credit of up to 1% of the customers minimum annual SLA Baseline Revenue specified in 25.9.1(G)(1) preceding, will be at risk provided the customer met the obligations detailed in 25.9.1(G)(4), preceding.

(b) The Company will evaluate and calculate the performance objectives on a monthly basis. Any applicable SLA Performance Credit will be applied to the customer's account at the end of each contract term year, one month in arrears of the customer's contract anniversary date.

(c) The Monthly Revenue at Risk will be determined as follows:

(Minimum Annual SLA Baseline Revenue X 1%) divided by 12 = Monthly Revenue at Risk

(\$68,259,700 X 1%) divided by 12 = \$56,883.08

(d) The following example illustrates how the Company will calculate the SLA Performance Credits using the Monthly Revenue at Risk above and data from Charts A and B in 25.9.1(G)(6) and (7) following.

Example 1: For DS1 (a.k.a BellSouth SPA DS1) orders, CDDD attainment in the first month is 93%. The performance remedy for such month would be calculated as follows:

(Monthly Revenue at Risk X Weighting) X Penalty = Monthly Remedy

(\$56,883.08 X 25%) X 25% = \$3,555.19

(e) The Company will sum the SLA Performance Credits for each missed performance metrics to get each month's Total Monthly Performance Credit. The twelve-months Total Monthly Performance Credits will be credited to the customer's account one month in arrears of the customer's contract subscription anniversary date.

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(6) Performance Metrics – Provisioning Elements

Chart A below provides the weighting, performance targets, and penalties for the specified metric.

CHART A: Service Level Agreement (Provisioning Elements)			
SLA Commitment		Performance Objectives	Total Rev At Risk=1% of the Minimum Annual SLA Baseline Rev
Measure	Weighting	Performance Targets	Penalty
CDDD			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	25%	>= 90%	0%
		87.5 – 89.99%	25%
		85 – 87.49%	50%
		<85%	100%
DS1 (a.k.a. BellSouth SPA DS1)	25%	>= 95%	0%
		92.5 – 94.99%	25%
		90 – 92.49%	50%
		<90%	100%
FOC Receipt			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	10%	>= 85%	0%
within 120 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%
DS1 (a.k.a. BellSouth SPA DS1)	10%	>= 85%	0%
within 48 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics – Maintenance Elements

Chart B below provides the weighting, performance targets, and penalties for the specified metric:

Chart B: Service Level Agreement (Maintenance Elements)			
SLA Commitment		Performance Objectives	Total Rev At Risk=1% of the Minimum Annual SLA Baseline Rev
Measure	Weighting	Performance Target	Penalty
MTTR			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	15%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%
DS1 (a.k.a. BellSouth SPA DS1)	15%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs.	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%

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ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.9 Contract Tariff – No. 007 (Cont'd)

25.9.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.9.1(F)(1)(c), preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$000)	
	Year 1	Year 2
Minimum Revenue Volumes	\$79,181	\$91,850
(%) Annual Incentives		
12%	> \$79,181 - 83,140	> \$91,850 - 96,443
18%	> 83,140 - 87,099	> 96,443 - 101,035
26%	> 87,099 - 91,058	> 101,035 - 105,628
Maximum Revenues	\$91,058	\$105,628

- (2) Table 2 below provides the product level annual minimum revenues for each product. In each contract term year, the customer must achieve the product level annual minimum revenue for each individual product in order to receive a Product Level Quarterly Incentive.

Table 2	Product Level Annual Minimum-Billed Revenues (\$000)	
	Year 1	Year 2
Products		
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	\$ 17,371	\$ 19,701
SmartRing svc.(a.k.a. BellSouth Dedicated Ring)	22,205	26,646

- (3) Table 3 below provides the Product Level Quarterly Incentive percentages that will be applied to the monthly-billed revenue the customer achieves for the specified products and awarded on a quarterly basis pursuant to regulations in 25.9.1(F)(1)(b), preceding.

Table 3	Product Level Quarterly Incentive	
	Year 1	Year 2
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	5%	5%
SmartRing svc.(a.k.a. BellSouth Dedicated Ring)	5%	5%

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ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.10 Contract Tariff – No. 008 (N)

- (A) This Contract Tariff is valid for a period of 37 months and shall terminate on September 30, 2005. (N)
(N)
- (B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 008 in the Metropolitan Statistical Areas (MSAs) defined in 25.10.1(B) below. A customer may subscribe within a period of thirty (30) days following the Contract Tariff's effective date. (N)
(N)
(N)
(N)
- (C) This Contract Tariff contains a Service Level Agreement (SLA), which will apply pursuant to regulations, terms, and conditions specified in 25.10.1(G), following. (N)
(N)
(N)

25.10.1 General Regulations (N)

(A) Term and Renewal Options (N)

- (1) The customer's term under this Contract Tariff is 36 months. At the end of the contract term, the incentives provided in this Contract Tariff shall be discontinued. (N)
(N)
(N)
- (2) In order to subscribe to this Contract Tariff, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed by the customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the customer's term and the Access Customer Name Abbreviations (ACNAs). (N)
(N)
(N)
(N)
(N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall apply for the Full Service Relief MSAs listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. References made throughout this Contract Tariff to the customer's annual revenues shall include monthly recurring revenues for the combined MSAs shown below: (N)
(N)
(N)
(N)
(N)

- Baton Rouge, Biloxi, Jackson, Lake Charles, Monroe, Nashville-Davidson, Pensacola, Shreveport (N)
(N)

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.10 Contract Tariff – No. 008 (Cont'd)

25.10.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.10.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

(N)

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.10 Contract Tariff – No. 008 (Cont'd)

25.10.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.10.2, following. These revenues are for the combined MSAs set forth in Section 25.10.1(B), preceding, and for the services described in Section 25.10.1(C), preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

The services, to which the incentives set forth in this Contract Tariff apply, are obtained from Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates, and charges applicable for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified in this Contract Tariff.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and the product suite total annual minimum revenues for each contract term year as set forth in Section 25.10.2 following. There are three levels of incentives: 1) Annual Incentive, 2) Product Suite Annual Incentive, and 3) Product Level Quarterly Incentive. These incentives are described as follows:

(a) Annual Incentive

An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.10.2. The following conditions will apply:

- The customer will receive the Annual Incentive each contract term year thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume for that contract term year. Further, Shortfall Penalty regulations set forth in 25.10.1(F)(2), following, will apply.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: AUGUST 30, 2002

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-103

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Suite Annual Incentive</u>	(N)
The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.10.2 following. The Product Suite Annual Incentive applies if the customer achieves the product suite total annual minimum revenue at the end of each contract term year and will be equal to the same incentive dollar amount the customer is awarded for the Annual Incentive as described in 25.10.1(F)(1)(a), preceding.	(N) (N) (N) (N) (N) (N) (N)
The customer will receive the Product Suite Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.	(N) (N) (N) (N)
The customer will not receive the Product Suite Annual Incentive if in any year of the contract term the customer fails to achieve the product suite total annual minimum revenue.	(N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Product Level Quarterly Incentive</u>	(N)
The two products shown in Section 25.10.2, following, are available for a Product Level Quarterly Incentive. This quarterly incentive will be computed on the monthly-billed revenue for the selected products in each contract term year and will be awarded on a quarterly basis under the following conditions:	(N)
- The Company will monitor on a quarterly basis the customer's annual minimum-billed revenues provided in Section 25.10.2, Table 1 in each contract term year to determine if the customer is on schedule in achieving the quarterly objective of the annual minimum-billed revenue volume. The scheduled objective for the first quarter is 25% of the annual minimum-billed revenue, for the second quarter 50% of the annual minimum-billed revenue, for the third quarter 75% for the annual minimum-billed revenue, and for the fourth quarter 100% of the annual minimum-billed revenue.	(N)
- For each year of the contract term, the customer will receive the Product Level Quarterly Incentive on a quarterly basis only if the scheduled objectives for the annual minimum-billed revenues are met. For example, if the first quarter's objective is not met, the first quarter incentive award will be delayed until the second quarter. If the second quarter objective is not met, the monthly incentive award for the first and second quarters will be delayed until the third quarter. If the customer meets the third quarter objective, the monthly incentives for the first, second and third quarters will be awarded to the customer.	(N)
- If at the end of the fourth quarter the customer does not achieve at least 100% of the annual minimum-billed revenue volume, the customer will not receive a fourth quarter Product Level Quarterly incentive and must also reimburse the Company all Product Level Quarterly Incentives received for the first, second and third quarters in accordance with Shortfall Penalty regulations in 25.10.1(F)(2), following.	(N)

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ACCESS TARIFF	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(d) <u>Examples of Contract Tariff Incentives</u>	(N)
- <u>Example 1: Annual Incentive:</u>	(N)
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with a revenue achievement ¹ of \$1,795,000. The customer will be awarded an Annual Incentive of \$1,980 computed using Table 1 in 25.10.2 as follows:	(N)
(Annual Billed Revenue Achieved ¹ – Annual Minimum-Billed Revenue Volume) X Applicable Incentive Percentage = Annual Incentive	(N)
(1,795,000 – 1,696,000) X 2% = \$1,980	(N)
- <u>Example 2: Product Suite Annual Incentive:</u>	(N)
As illustrated in Example 1 above, the customer achieved the first contract term year's annual minimum-billed revenue and also exceeded the product suite total annual minimum revenue with a revenue achievement ¹ of \$1,698,000 (see Table 2 in 25.10.2). The customer will be awarded a Product Suite Annual Incentive of \$1,980, which is equivalent to the same dollar amount the customer is awarded for the Annual Incentive in the example above.	(N)
- <u>Example 3: Product Level Quarterly Incentive:</u>	(N)
The customer's first quarter monthly revenues achieved ¹ are as follows:	(N)
Product #1: \$119,250	
Product #2: \$305,250	(N)
Total Products #1 and #2: \$424,500	(N)
The customer achieved the scheduled objective of 25% of the first year's annual minimum-billed revenue as shown in Table 1 of 25.10.2. Therefore, the customer is eligible for a first quarter Product Level Quarterly Incentive of \$6,367.50 computed as follows:	(N)
[(Product #1 Total Quarterly Revenues) X Product #1 Incentive Percentage] + [(Product #2 Total Quarterly Revenues) X Product #2 Incentive Percentage] = Product Level Quarterly Incentive	(N)
[((\$119,250 X 1.5%) + (\$305,250 X 1.5%))] = \$6,367.50	(N)

Note 1: These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues. (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty Regulations</u>	(N)
(a) <u>Shortfall Penalty for Failure to Achieve Minimum-Billed Revenue</u>	(N)
The customer must achieve the annual minimum-billed revenue volume specified in 25.10.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer will not receive for such year the Annual Incentive as described in 25.10.1(F)(1)(a), preceding. Further, the customer must repay the Company all Product Level Quarterly Incentives received for such year and will be billed the full amount thirty days following the customer's contract anniversary date.	(N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual minimum revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.10.1(F)(1)(b), preceding.	(N)
(b) <u>Shortfall Penalty for Failure to Achieve the SLA Baseline Revenue</u>	(N)
The customer must achieve the minimum annual SLA Baseline Revenue each contract term year as specified in 25.10.1(G)(1), following, in order to receive the performance remedies for the Service Level Agreement specified in 25.10.1(G).	(N)
Failure to achieve the minimum annual SLA Baseline Revenue for any contract term year will result in termination of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the contract cancellation date.	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(3) <u>Restrictions</u>	(N)
(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein.	(N) (N) (N)
(b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.10.2 following.	(N) (N) (N)
(4) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N) (N)
(a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.	(N) (N) (N)
(b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.	(N) (N) (N) (N)
(c) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.	(N) (N) (N)
(5) <u>Revenue Accumulation by Bill Period</u>	(N)
The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.	(N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(6) <u>Tax Exclusions</u>	(N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite annual minimum revenues.	(N)
(7) <u>Existing Discount Plans</u>	(N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).	(N)
(8) <u>Performance Measures</u>	(N)
The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4 (service assurance warranty), Section 2.4.9 (service installation guarantee) and 25.10.1(G) (Service Level Agreement) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff.	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u>	(N)
Concurrent with the effective date of this Contract Tariff, a Service Level Agreement (SLA) as specified herein shall become effective and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein.	(N) (N) (N) (N)
The service for which this SLA applies is LightGate Service (a.k.a. BellSouth SPA Point to Point). All rate elements associated with this service are included in this SLA.	(N) (N) (N)
(1) <u>Minimum Annual SLA Baseline Revenue</u>	(N)
In order for the customer to receive the remedies for any missed performance metric agreed to under this SLA, the customer must achieve minimum annual SLA Baseline Revenue of \$1,304,826 for services specified in 25.10.1(C) of this Contract Tariff for the first contract term year. For each subsequent contract term year, the customer's minimum annual SLA Baseline Revenue will be equivalent to the annual revenue the customer achieves ¹ for the preceding contract term year. Shortfall Penalty regulations specified in 25.10.1(F)(2)(b) will apply if the customer fails to achieve the minimum annual SLA Baseline Revenue.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(2) <u>Performance Metrics and Measurement Methodology</u>	(N)
(a) The SLA Commitments, Performance Objectives and Total Revenue at Risk are shown in Chart A in 25.10.1(G)(5) and (6) following. The performance metrics that will be tracked and measured are shown below. The definitions are provided in (3) following.	(N) (N) (N) (N)
- Customer Desired Due Date (CDDD) Met	(N)
- Firm Order Confirmation (FOC) Timeliness	(N)
- Mean Time to Repair (MTTR) Hours	(N)

Note 1: These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues. (N)
(N)
(N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.10 Contract Tariff – No. 08 (Cont'd)

25.10.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(2) Performance Metrics and Measurement Methodology (Cont'd)

(b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data under the Service Level Agreement (SLA) provided herein:

- The Company will utilize its monthly self-reported performance measurement data to determine performance metrics. The Company's self-reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company's calculation of its performance under this Contract Tariff shall be the sole determinate of the Company's obligation to provide a remedy for a missed performance metric. The Company will monitor data collection and calculation to ensure the integrity of self-reported results.
- Performance metrics and any applicable remedies will be calculated on a regional, state, or district level basis, as currently measured, and prorated to an MSA level.
- At the point that any MSA specific measurements are instituted, any applicable remedies will be converted to the MSA basis. Following implementation of MSA level measures, performance metrics and any applicable remedies will be calculated solely on an MSA basis. For example, Customer Desired Due Date (CDDD) and Mean Time to Repair (MTTR) performance data for a customer subscribing to this Contract Tariff in all of the Atlanta Network districts will be used for the Atlanta MSA until specific Atlanta MSA performance data is available.

(c) Neither the Company or the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of the customer or the Company's obligation(s) under this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay.

EFFECTIVE: AUGUST 31, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.10 <u>Contract Tariff – No. 08</u> (Cont'd)	(N)
25.10.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(3) <u>Performance Metrics Definitions</u>	(N)
(a) <u>Customer Desired Due Date (CDDD):</u>	(N)
This metric measures the percentage of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date.	(N)
- Exclusions: Test orders, disconnect orders, administrative orders, record orders, and orders that are not completed. (Orders are included in the month that they are completed).	(N)
- Business Rule: The number of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date, divided by total Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed. Orders coded with a Customer Not Ready (CNR) designation are considered an order where CDDD is met.	(N)
(b) <u>Firm Order Confirmation (FOC) Timeliness</u>	(N)
This metric measures the percentage of the Company's FOCs, including electronic facility checks, within the specified timeframes. The FOC is a notice the Company returns to the customer in response to an Access Service Request (ASR), which confirms receipt of the ASR and that the ASR has been created with an assigned due date.	(N)
- Exclusions: Test orders, weekend and holiday hours (other than flow-through), weekend hours (midnight Friday through Midnight Sunday), holiday hours (midnight of the business day preceding the holiday to midnight of the holiday).	(N)
- Business Rule: The number of ASRs where the Company provides Firm Order Commitment to the customer within the required interval divided by the total number of ASRs where the Company is responsible for providing the Firm Order Commitment.	(N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.10 Contract Tariff – No. 08 (Cont'd)

25.10.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(d) Mean Time to Repair (MTTR) Hours

The average duration from the time the Company receives a trouble report to the time the Company clears a trouble. A service is considered to have a trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative.

- Exclusions: Troubles reported on Company official administrative lines; troubles closed due to Customer action; troubles reported by Company employees in the course of performing preventive maintenance, CPE troubles; or subsequent trouble reports where the initial trouble is pending; canceled trouble reports; troubles caused by customer negligence; troubles due to failure of equipment or systems provided by the customer or others; troubles during any period in which the Company is not afforded access to the premises where the service is terminated; troubles when the customer has released the service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the service during the time that was negotiated with the customer prior to the release of that service; troubles during periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis; troubles during periods of temporary discontinuance as set forth in 2.2.1(B) of this Tariff.

- Business Rule: Total duration (in hours, tenths and hundreths) of all Special Access measured trouble reports, divided by the total number of all Special Access measured customer trouble reports. Calculated as referred out duration subtracted from actual duration. Time needed for delayed maintenance at the customer's request (e.g., for circuit monitoring purposes prior to trouble ticket closure) and no-access time is not included in the actual duration figure.

EFFECTIVE: AUGUST 31, 2002

- ACCESS SERVICE (N)
25 – Contract Tariffs (Cont'd) (N)
25.10 Contract Tariff – No. 08 (Cont'd) (N)
25.10.1 General Regulations (Cont'd) (N)
(G) Service Level Agreement (Cont'd) (N)
(4) Customer Obligations (N)
In order to receive the performance remedies specified in this SLA, (N)
the customer agrees to the following conditions: (N)
(a) The customer shall maintain minimum annual SLA Baseline revenue of (N)
\$1,304,826 for the first year of this Contract Tariff in the MSAs (N)
specified in order for the customer to receive the remedies for any (N)
missed performance metric agreed to under this SLA. For each (N)
subsequent contract term year, the customer's minimum annual SLA (N)
Baseline Revenue will be equivalent to the annual revenue the (N)
customer achieves¹ for the preceding contract term year. (N)
(b) The customer shall maintain existing electronic system interfaces (N)
and processes for Access Service Request (ASR) initiation and (N)
trouble reporting. (N)
(c) The customer shall submit ASRs by 3:00 p.m. EST in order for the (N)
ASR to be processed the same business day. ASRs received after (N)
3:00 p.m. EST shall be processed the next business day. (N)

Note 1: These revenues shall include monthly recurring revenues only and will (N)
not be adjusted to reflect credits or discounts given under existing pricing (N)
plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring (N)
revenues and taxes will not be included in these revenues. (N)

EFFECTIVE: AUGUST 31, 2002

- ACCESS SERVICE (N)
- 25 – Contract Tariffs (Cont'd) (N)
- 25.10 Contract Tariff – No. 008 (Cont'd) (N)
- 25.10.1 General Regulations (Cont'd) (N)
- (G) Service Level Agreement (Cont'd) (N)
- (5) Company Obligations (N)
- (a) Should BellSouth fail to perform to the service levels detailed in Charts A and B in 25.10.1(G)(6) and (7) following, an SLA Performance Credit of up to 1% of the customer's minimum annual SLA Baseline Revenue specified in 25.10.1(G)(1) preceding, will be at risk provided the customer met the obligations detailed in 25.10.1(G)(4), preceding. (N)
- (b) The Company will evaluate and calculate the performance objectives on a monthly basis. Any applicable SLA Performance Credit will be applied to the customer's account at the end of each contract term year, one month in arrears of the customer's contract anniversary date. (N)
- (c) The Monthly Revenue at Risk will be determined as follows: (N)
- (Minimum Annual SLA Baseline Revenue X 1%) divided by 12 = Monthly Revenue at Risk (N)
- (\$1,304,826 X 1%) divided by 12 = \$1,087 (N)
- (d) The following example illustrates how the Company will calculate the SLA Performance Credits using the Monthly Revenue at Risk above and data from Charts A and B in 25.10.1(G)(6) and (7) following. (N)
- Example 1: For LightGate Service (a.k.a. BellSouth SPA Point to Point) orders, CDDD attainment in the first month is 87%. The performance remedy for such month would be calculated as follows: (N)
- (Monthly Revenue at Risk X Weighting) X Penalty = Monthly Remedy (N)
- (\$1,087 X 50%) X 50% = \$272 (N)
- (e) The Company will sum the SLA Performance Credits for each missed performance metrics to get each month's Total Monthly Performance Credit. The twelve-months Total Monthly Performance Credits will be credited to the customer's account one month in arrears of the customer's contract subscription anniversary date. (N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.10 Contract Tariff – No. 008 (Cont'd)

25.10.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(6) Performance Metrics – Provisioning Elements

Chart A below provides the weighting, performance targets, and penalties for the specified metric.

CHART A: Service Level Agreement (Provisioning Elements)			
SLA Commitment		Performance Objectives	Total Rev At Risk=1% of the Minimum Annual SLA Baseline Rev
Measure	Weighting	Performance Targets	Penalty
CDDD			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	50%	>= 90%	0%
		87.5 – 89.99%	25%
		85 – 87.49%	50%
		<85%	100%
FOC Timeliness			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	20%	>= 85%	0%
within 120 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.10 Contract Tariff – No. 008 (Cont'd)

25.10.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics – Maintenance Elements

Chart B below provides the weighting, performance targets, and penalties for the specified metric:

Chart B: Service Level Agreement (Maintenance Elements)			
SLA Commitment		Performance Objectives	Total Rev At Risk=1% of the Minimum Annual SLA Baseline Rev
Measure	Weighting	Performance Target	Penalty
MTTR			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	30%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%

EFFECTIVE: AUGUST 31, 2002

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.10 Contract Tariff – No. 008 (Cont'd)

25.10.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.10.1(F)(1)(d), preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$000)		
	Year 1	Year 2	Year 3
Minimum Revenue Volumes	\$1,696	\$2,205	\$2,867
(%) Annual Incentives			
1.5%	> \$1,696 - 1,781	> \$2,205 - 2,315	> \$2,867 - 3,010
2%	> 1,781 - 1,866	> 2,315 - 2,426	> 3,010 - 3,154
2.5%	> 1,866 - 1,951	> 2,426 - 2,536	> 3,154 - 3,297
Maximum Revenues	\$1,951	\$2,536	\$3,297

- (2) Table 2 below provides the product suite and the product suite total annual minimum revenues. The customer must achieve each year's total annual minimum revenue in order to receive a Product Suite Annual Incentive, which is equivalent to the dollar amount the customer is awarded for the Annual Incentive as specified in 25.10.2(A)(1) above.

Table 2	Product Suite Annual Minimum Revenues (\$000)		
	Year 1	Year 2	Year 3
Product Suite			
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	\$ 430	\$ 536	\$ 666
SmartRing (a.k.a. BellSouth SPA Dedicated Ring)	\$1,207	1,544	1,977
Total Annual Minimum Revenues	\$1,637	\$2,080	2,643

- (3) Table 3 below provides the products eligible for a Product Level Quarterly Incentive. The Product Level Quarterly Incentive is applied on the monthly-billed revenue for these products and awarded on a quarterly basis.

Table 3	Quarterly Product Level Incentive		
	Year 1	Year 2	Year 3
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	1.5%	1.5%	1.5
SmartRing (a.k.a. BellSouth SPA Dedicated Ring)	1.5%	1.5%	1.5%

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ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.11 Contract Tariff – No. 009 (N)

- (A) This Contract Tariff is valid for a period of 25 months and shall terminate on November 4, 2004. (N)
(B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 009 in the Metropolitan Statistical Areas (MSAs) defined in 25.11.1(B) below. A customer may subscribe within a period of thirty (30) days following the Contract Tariff's effective date. _____ (N)

25.11.1 General Regulations (N)

(A) Term and Renewal Options (N)

- (1) The customer's term under this Contract Tariff is 24 months. At the end of the contract term, the incentives provided in this Contract Tariff shall be discontinued. (N)
(2) In order to subscribe to this Contract Tariff, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed by the customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the customer's term and the Access Customer Name Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

- (1) The regulations, terms and conditions of this Contract Tariff shall apply for the Full Service Relief MSAs listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. References made throughout this Contract Tariff to the customer's annual revenues shall include monthly recurring revenues for the combined MSAs shown below: (N)

- Atlanta, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jacksonville, Knoxville, Louisville, Melbourne, Memphis, Miami-Ft. Lauderdale, Montgomery, Nashville-Davidson, Orlando, Raleigh-Durham, West Palm Beach, Wilmington (N)

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE
25 – Contract Tariffs

25.11 Contract Tariff – No. 009 (Cont'd)

25.11.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.11.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc. (a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc. (a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc. (a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc. (a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

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ACCESS SERVICE
25 – Contract Tariffs

25.11 Contract Tariff – No. 009 (Cont'd)

25.11.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.11.2, following. These revenues are for the combined MSAs set forth in Section 25.11.1(B), preceding, and for the services described in Section 25.11.1(C), preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

The services to which the incentives set forth in this Contract Tariff apply are obtained from Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates and charges applicable for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified in this Contract Tariff.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

There are two levels of incentives provided in this Contract Tariff: 1) Quarterly Incentive and 2) Product Suite Quarterly Incentive. The customer will be awarded four Quarterly Incentives and four Product Suite Quarterly Incentives in each contract term year upon achieving each quarter's minimum-billed revenue volume and each quarter's product suite minimum revenue. The two levels of incentives are described as follows:

(a) Quarterly Incentive

In each quarter, the customer must achieve a certain percentage of the annual minimum-billed revenue volume shown in 25.11.2, Table 1, to be eligible for a Quarterly Incentive. If the customer does not achieve the specified minimum billed revenue in a quarter, the customer will not be eligible for a Quarterly Incentive for that quarter.

The first quarter's minimum-billed revenue is determined as twenty-five percent (25%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the first quarter's minimum-billed revenue, the Quarterly Incentive will be derived by applying the applicable Incentive percentage shown in Table 1 of 25.11.2 to the total billed revenue achieved in the first quarter using the following computation:

(Total Billed Revenue Achieved from Beginning First Quarter to Ending First Quarter X Applicable Incentive Percentage in Table 1)
= First Quarterly Incentive

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.11 <u>Contract Tariff – No. 009</u> (Cont'd)	(N)
25.11.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(a) <u>Quarterly Incentive</u> (Cont'd)	(N)
The second quarter's minimum-billed revenue is determined as fifty percent (50%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the second quarter's minimum-billed revenue volume, the Quarterly Incentive will be derived by applying the applicable Incentive percentage to the total cumulative billed revenues the customer achieved from the beginning of the first quarter to the end of the second quarter of the contract term year. This amount will be adjusted by the Quarterly Incentive dollar amount the customer was awarded in the first quarter using the following computation:	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to ending Second Quarter X Applicable Incentive Percentage in Table 1) – First Quarterly Incentive Award = Second Quarterly Incentive	(N) (N) (N)
If the Second Quarterly Incentive dollar amount is positive, the customer's account will be credited to reflect this amount at the end of the second quarter one month in arrears. If the second Quarterly Incentive is negative, the customer will not be awarded a second Quarterly Incentive. However, the negative dollar amount will not be billed to the customer at this time, but an adjustment will be made at the end of the fourth quarter depending on the customer's annual revenue achievement.	(N) (N) (N) (N) (N) (N) (N) (N)
The third quarter's minimum-billed revenue is determined as seventy-five percent (75%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the third quarter's minimum-billed revenue, the third Quarterly Incentive will be derived by applying the applicable Incentive percentage to the total cumulative billed revenue the customer achieved from the beginning of the first quarter to the end of the third quarter for the contract term year. This amount will be adjusted by the Quarterly Incentive dollar amount the customer was awarded in the first and second quarters using the following computation:	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to Ending Third Quarter X Applicable Incentive Percentage in Table 1) – (First and Second Quarterly Incentive Awards) = Third Quarterly Incentive	(N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.11 <u>Contract Tariff – No. 009</u> (Cont'd)	(N)
25.11.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(a) <u>Quarterly Incentives</u> (Cont'd)	(N)
If the third Quarterly Incentive dollar amount is positive, the customer's account will be credited to reflect this amount at the end of the third quarter one month in arrears. If the third Quarterly Incentive dollar amount is negative, the customer will not be awarded a third Quarterly Incentive. However, the negative dollar amount will not be billed to the customer at this time, but an adjustment will be made at the end of the fourth quarter depending on the customer's annual revenue achievement.	(N) (N) (N) (N) (N) (N) (N)
The fourth quarter's minimum-billed revenue is determined as one hundred percent (100%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the annual minimum-billed revenue volume, the fourth Quarterly Incentive will be derived by applying the applicable incentive percentage to the total cumulative billed revenue the customer achieved from the beginning of the first quarter to the end of the fourth quarter for the contract term year. This amount will be adjusted by the Quarterly Incentive dollar amount the customer earned for the first, second and third quarters using the following computation:	(N) (N) (N) (N) (N) (N) (N) (N)
(Cumulative Total Annual Billed Revenue Achieved from Beginning First Quarter to Ending Fourth Quarter X Applicable Incentive Percentage in Table 1) – (First, Second and Third Quarterly Incentive Awards) = Fourth Quarterly Incentive	(N) (N) (N) (N)
If the fourth Quarterly Incentive dollar amount is positive, the customer's account will be credited to reflect this amount by the end of each contract term year. In the event the fourth Quarterly Incentive dollar amount is negative, the customer will be billed the negative amount one month in arrears of the customer's contract anniversary date.	(N) (N) (N) (N) (N) (N)
The fourth Quarterly Incentive will not be awarded in any contract term year if the customer does not achieve the annual minimum-billed revenue volume for such year as determined on the customer's contract anniversary date. In addition, the customer must repay the Company all Quarterly Incentive dollar amounts received for such contract term year. The customer will be billed this amount one month in arrears of the customer's contract anniversary date. Further, Shortfall Penalty regulations set forth in 25.11.1.F.2, following, will apply.	(N) (N) (N) (N) (N) (N) (N) (N)

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ACCESS SERVICE
25 – Contract Tariffs

25.11 Contract Tariff – No. 009 (Cont'd)

25.11.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(1) Application of Contract Tariff Incentives (Cont'd)

(b) Product Suite Quarterly Incentives

The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.11.2, Table 2, following. The customer will be awarded four Product Suite Quarterly Incentives each contract term year upon achieving a certain percentage of the product suite total annual minimum revenue each quarter. The customer will not be awarded a Product Suite Quarterly Incentive in any quarter if the customer does not achieve the product suite minimum revenue for that quarter. However, the customer will be awarded the Product Suite Quarterly Incentives for those quarter(s) in which product suite revenues were not achieved, if at the end of the fourth quarter the customer achieves the product suite total annual minimum revenues.

The first quarter's product suite minimum revenue is determined as twenty-five percent (25%) of the product suite total annual minimum revenue for the contract term year. If the customer achieves the first quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the first Quarterly Incentive discussed in 25.11.1(F)(1)(a), preceding.

The second quarter's product suite minimum revenue is determined as fifty percent (50%) of the product suite total annual minimum revenue for the contract term year. If the customer achieves the second quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the second Quarterly Incentive discussed in 25.11.1(F)(1)(a), preceding.

The third quarter's product suite minimum revenue is determined as seventy-five percent (75%) of the product suite total annual minimum revenue for the contract term year. If the customer achieves the third quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the third Quarterly Incentive discussed in 25.11.1(F)(1)(a), preceding.

The fourth quarter's product suite minimum revenue is determined as one hundred percent (100%) of the product suite annual minimum revenue for the contract term year. If the customer achieves the fourth quarter's product suite minimum revenue, the customer will be awarded a Product Suite Quarterly Incentive, which is equivalent to the same dollar amount the customer is awarded for the fourth Quarterly Incentive discussed in 25.11.1(F)(1)(a), preceding.

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ACCESS SERVICE
25 – Contract Tariffs

25.11 Contract Tariff – No. 009 (Cont'd)

25.11.1 General Regulations (Cont'd)

(F) Classifications, Practices and Regulations (Cont'd)

(1) Application of Contract Tariff Incentives (Cont'd)

(b) Product Suite Quarterly Incentives

In the event the customer fails to achieve the fourth quarter's product suite minimum revenue, the customer will not be awarded a fourth quarter Product Suite Quarterly Incentive. Further, the customer must repay the Telephone Company any Product Suite Quarterly Incentives received for the first, second, and third quarters, and this amount will be billed to the customer one month in arrears of the customer's Contract Anniversary Date.

(c) Examples of the Quarterly Incentives

- The customer achieves the first quarter's minimum revenue volume¹ (first contract term year) with revenues of \$9,618,750. The customer will be awarded the first Quarterly Incentive of \$66,369.38 computed as follows:

$\$9,618,750 \times .69\% = \$66,369.38$
(Total Billed Revenue Achieved from Beginning First Quarter to Ending First Quarter) X Applicable Incentive Percentage² in Table 1 = First Quarterly Incentive Award

- The customer achieves the second quarter's minimum revenue volume¹ with cumulative revenues of \$19,481,500. The customer will be awarded the Second Quarterly Incentive of \$201,501.25 computed as follows:

$(\$19,481,500 \times 1.375\%) - \$66,369.38 = \$201,501.25$
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to Ending Second Quarter X Applicable Incentive Percentage² in Table 1) – First Quarterly Incentive Award = Second Quarterly Incentive Award

¹The 1st, 2nd, 3rd and 4th quarter's minimum revenues are 25%, 50%, 75% and 100%, respectively, of the annual minimum billed revenue in Table 1 of 25.11.2. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

²The applicable percentage band is determined by multiplying the revenue volumes in each band (see Table 1 of 25.11.2) by 25%, 50% and 75% for the 1st, 2nd and 3rd quarters, respectively.

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.11 <u>Contract Tariff – No. 009</u> (Cont'd)	(N)
25.11.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Examples of the Quarterly Incentives</u> (Cont'd)	(N)
- The customer achieves the third quarter's revenue volume ¹ with cumulative revenues of \$29,943,750. The customer will be awarded a Third Quarterly Incentive of \$275,608.43 computed as follows:	(N) (N) (N)
$(\$29,943,750 \times 1.815\%) - (\$66,369.38 + \$201,501.25) = \$275,608.43$	(N)
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to Ending Third Quarter X Applicable Incentive Percentage ² in Table 1) – (First and Second Quarterly Incentive Award) = Third Quarterly Incentive Award	(N) (N) (N) (N)
- The customer achieves the fourth quarter's minimum revenue volume ¹ with a cumulative revenue achievement of \$41,085,000. The customer will be awarded a Fourth Quarterly Incentive of \$380,933.44 computed as follows.	(N) (N) (N) (N)
$(\$41,085,000 \times 2.25\%) - (\$66,369.38 + \$201,501.25 + \$275,608.43) = \$380,933.44$	(N)
(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to ending Fourth Quarter X Applicable Incentive Percentage ² in Table 1) – (First, Second and Third Quarterly Incentive Awards) = Fourth Quarterly Incentive Award	(N) (N) (N) (N) (N)

¹The 1st, 2nd, 3rd and 4th quarter's minimum revenues are 25%, 50%, 75% and 100%, respectively, of the annual minimum billed revenue in Table 1 of 25.11.2. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues. (N)
(N)
(N)
(N)
(N)

²The applicable percentage band is determined by multiplying the revenue volumes in each band (see Table 1 of 25.11.2) by 25%, 50% and 75% for the 1st, 2nd and 3rd quarters, respectively. (N)
(N)
(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.11 <u>Contract Tariff – No. 009</u> (Cont'd)	(N)
25.11.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(d) <u>Examples of Product Suite Quarterly Incentives</u>	(N)
- The customer meets the first quarter's Product Suite revenue volume ¹ (first contract year) with a revenue achievement of \$9,585,000. The customer will be awarded a Product Suite Quarterly Incentive of \$66,369.38, which is equivalent to the same dollar amount awarded for the First Quarterly Incentive shown in the above example in 25.11.1(F)(1)(c).	(N) (N) (N) (N) (N) (N)
- The customer does not meet the second and third quarters' Product Suite revenue volumes and, therefore, will not be awarded the Product Suite Quarterly Incentives for these quarters. However, the customer will be awarded the second and third quarters' award at the end of the fourth quarter if the customer achieves the fourth quarter's Product Suite total annual revenue volumes.	(N) (N) (N) (N) (N) (N)
- The customer meets the fourth quarter's Product Suite revenue volume ¹ with a revenue achievement of \$39,580,000. The customer will be awarded a Product Suite Quarterly Incentive of \$858,043.12, which is equivalent to the amount the customer received for the second, third and fourth Quarterly Incentives in the above example in 25.11.1(F)(1)(c).	(N) (N) (N) (N) (N) (N)

¹These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues. (N)
(N)
(N)
(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.11 <u>Contract Tariff – No. 009</u> (Cont'd)	(N)
25.11.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty Regulations</u>	(N)
(a) <u>Shortfall Penalty for Failure to Achieve Minimum-Billed Revenue</u>	(N)
The customer must achieve the annual minimum-billed revenue volume specified in 25.11.2, Table 1, following, as determined on the anniversary date of the customer's subscription to this Contract Tariff in order to receive the Quarterly Incentives specified herein.	(N) (N) (N) (N) (N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer must repay the Company all Quarterly Incentives awarded for such year as described in 25.11.1(F)(1)(a), preceding.	(N) (N) (N) (N)
Failure to achieve the annual minimum-billed revenue volume for any contract term year will also result in cancellation of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the customer's subscription cancellation date. However, the customer may initiate negotiations for a new Contract Tariff immediately following the Contract Tariff cancellation date.	(N) (N) (N) (N) (N) (N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to be eligible for the Product Suite Annual Incentives specified herein. If the customer does not achieve the product suite total annual minimum revenue for any contract term year, the customer must repay the Company all Product Suite Quarterly incentives received for such year as described in 25.5.1(F)(1)(b).	(N) (N) (N) (N) (N) (N) (N)

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- ACCESS SERVICE (N)
25 – Contract Tariffs (N)
- 25.11 Contract Tariff – No. 009 (Cont'd) (N)
- 25.11.1 General Regulations (Cont'd) (N)
- (F) Classifications, Practices and Regulations (Cont'd) (N)
- (3) Maximum Revenues for Incentives (N)
The incentives provided under this Contract Tariff shall not apply to (N)
annual billed revenues exceeding the maximum revenues specified in (N)
25.11.2 following. (N)
- (4) Revenue Accumulation by Bill Period (N)
The customer's quarterly and annual billed revenue and product suite (N)
quarterly and annual revenue shall be accumulated beginning with the (N)
first bill period following the effective date of the customer's (N)
subscription to this Contract Tariff and ending with the last bill (N)
period prior to the customer's contract anniversary date. (N)
- (5) Tax Exclusions (N)
The incentives specified in this Contract Tariff will not be applied (N)
to taxes. Taxes will not be included when calculating the customer's (N)
annual minimum billed revenues and product suite annual minimum (N)
revenues. (N)
- (6) Existing Discount Plans (N)
The Contract Tariff incentives specified herein are in addition to (N)
credits given under existing pricing plans the customer may subscribe (N)
to in other Sections of this Tariff (i.e., Transport Savings Plan, (N)
Area Commitment Plan, Channel Services Payment Plan, etc.). (N)
- (7) Mergers and Acquisitions (N)
In the event the customer merges with another company or is acquired (N)
by another company, the following regulations will apply: (N)
- (a) The customer may not combine revenues with the merged or acquired (N)
company's revenues for the purpose of obtaining the incentives (N)
provided under this Contract Tariff. (N)
- (b) The customer may continue subscribing to this Contract Tariff for (N)
the duration of the contract term provided that the customer (N)
continues the subscription as if it were a single entity prior to (N)
the merger or acquisition. (N)
- (c) The Company reserves the right to cancel the customer's (N)
subscription to this Contract Tariff if the customer does not (N)
adhere to the provisions herein. (N)
- (8) Performance Measures (N)
The services, to which the incentives provided under this Contract (N)
Tariff apply, shall only be subject to service guarantees specified (N)
in Section 2.4.4 (service assurance warranty) and Section 2.4.9 (N)
(service installation guarantee) of this Tariff under the terms and (N)
conditions in effect on the day this Contract Tariff becomes (N)
effective. Any new or additional performance measures and remedies (N)
that may become applicable to the services provisioned under Sections (N)
6, 7, 21, and 23 of this Tariff shall not apply to services subject (N)
to this Contract Tariff. (N)

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE
 25 – Contract Tariffs (Cont'd)

25.11 Contract Tariff – No. 009 (Cont'd)

25.11.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

(1) Table 1 below provides the annual minimum-billed revenue volumes and the annual incentives for each contract term year. The customer will be awarded four Quarterly Incentives each contract term year upon achieving the specified quarterly minimum-billed revenues set forth in 25.11.1(F)(1)(a), preceding. See 25.11.1(F)(1)(c) for examples. Table 1 below provides the maximum revenues eligible for the incentives specified herein.

Table 1	Annual Minimum Billed Revenue Volumes (\$000)	
	Year 1	Year 2
Minimum Revenue Volumes:	\$ 37,983	\$44,060
(%) Annual Incentives		
.69 %	> \$ 37,983 - 38,933	> \$44,060 - 45,162
1.375%	> \$ 38,933 - 39,882	> \$45,162 - 46,263
1.815%	> \$ 39,882 - 40,832	> \$46,263 - 47,365
2.25 %	> \$ 40,832 - 41,781	> \$47,365 - 48,466
2.625%	> \$ 41,781 - 42,731	> \$48,466 - 49,568
3.00 %	> \$ 42,731 - 43,680	> \$49,568 - 50,669
Maximum Revenues	\$ 43,680	\$50,669

(2) Table 2 below provides the product suite and the product suite total annual minimum revenue for each contract term year. The customer will be awarded four Product Suite Quarterly Incentives each contract term year upon achieving the specified product suite quarterly minimum revenue described in 25.11.1(F)(1)(b), preceding. The Product Suite Quarterly Incentives will be equivalent to the same dollar amount the customer is awarded for the Quarterly Incentives described in 25.11.1(F)(1)(a), preceding. See 25.11.1(F)(1)(d) for examples.

Table 2 - Product Suite	Product Suite Annual Minimum Revenues (\$000)	
	Year 1	Year 2
LightGate svc. (a.k.a. BellSouth SPA Point to Point)	\$4,038	\$4,685
SMARTRing svc. (a.k.a. BellSouth SPA Dedicated Ring)	5,661	6,567
DSL (a.k.a. BellSouth SPA DSL)	27,844	32,299
Total Annual Minimum Revenues	\$37,543	\$43,551

EFFECTIVE: DECEMBER 14, 2002

ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.12 Contract Tariff – No. 010 (N)

- (A) This Contract Tariff is valid for a period of 25 months and shall terminate on January 14, 2005. (N)
(B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 010 in the Metropolitan Statistical Areas (MSAs) defined in 25.12.1(B) below. A customer may subscribe within a period of thirty (30) days following the Contract Tariff's effective date. (N)
(C) This Contract Tariff contains a Service Level Agreement (SLA), which will apply pursuant to regulations, terms, and conditions specified in 25.12.1(G), following. The Service Level Agreement sets forth the minimum and maximum circuit levels required at the time of subscription to this Contract Tariff. (N)

25.12.1 General Regulations (N)

(A) Term and Renewal Options (N)

- (1) The customer's term under this Contract Tariff is 24 months. At the end of the contract term, the incentives and Service Level Agreement provided in this Contract Tariff shall be discontinued. (N)
(2) In order to subscribe to this Contract Tariff, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed by the customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the customer's term and the Access Customer Name Abbreviations (ACNAs). (N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall apply for the Full Service Relief MSAs listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. References made throughout this Contract Tariff to the customer's annual revenues shall include monthly recurring revenues for the combined MSAs shown below: (N)

- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Louisville, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, Wilmington, West Palm Beach (N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.12.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenue volumes are provided in Section 25.12.2, following. These revenues are for the combined MSAs set forth in Section 25.12.1(B), preceding, and for the services described in Section 25.12.1(C), preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volumes shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

The services, to which the incentives set forth in this Contract Tariff apply, are obtained from Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates, and charges applicable for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified in this Contract Tariff.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume for each contract term year as set forth in Section 25.12.2 following. This Contract Tariff offers two levels of incentives: 1) an Annual Incentive and 2) a Product Level Quarterly Incentive, which are described as follows:

(a) Annual Incentive

An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.12.2, Table 1. The following conditions will apply:

- The customer will receive the Annual Incentive each contract term year thirty days following the anniversary date of the customer's subscription to this Contract Tariff.
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume for that contract term year. Further, Shortfall Penalty regulations set forth in 25.12.1(F)(2), following, will apply.

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- ACCESS SERVICE (N)
25 – Contract Tariffs (N)
- 25.12 Contract Tariff – No. 010 (Cont'd) (N)
- 25.12.1 General Regulations (Cont'd) (N)
- (F) Classifications, Practices and Regulations (Cont'd) (N)
- (1) Application of Contract Tariff Incentives (Cont'd) (N)
- (b) Product Level Quarterly Incentive (N)
The two products shown in Section 25.12.2, Table 2, following, are (N)
available for a Product Level Quarterly Incentive. This quarterly (N)
incentive will be computed on the monthly-billed revenue for the (N)
selected products in each contract term year and will be awarded on (N)
a quarterly basis under the following conditions: (N)
- The Company will monitor on a quarterly basis the customer's (N)
annual minimum-billed revenues provided in Section 25.12.2, Table (N)
1, in each contract term year to determine if the customer is on (N)
schedule in achieving the quarterly objective of the annual (N)
minimum-billed revenue volume. The scheduled objective for the (N)
first quarter is 25% of the annual minimum-billed revenue, for the (N)
second quarter 50% of the annual minimum-billed revenue, for the (N)
third quarter 75% for the annual minimum-billed revenue, and for (N)
the fourth quarter 100% of the annual minimum-billed revenue. (N)
 - For each contract term year, the customer will receive the Product (N)
Level Quarterly Incentive on a quarterly basis only if the (N)
scheduled objectives for the annual minimum-billed revenues are (N)
met. For example, if the first quarter's objective is not met, (N)
the first quarter incentive award will be delayed until the second (N)
quarter. If the second quarter objective is not met, the quarterly (N)
incentive award for the first and second quarters will be delayed (N)
until the third quarter. If the customer meets the third quarter (N)
objective, the monthly incentives for the first, second and third (N)
quarters will be awarded to the customer. (N)
 - If at the end of the fourth quarter the customer does not achieve (N)
at least 100% of the annual minimum-billed revenue volume, the (N)
customer will not receive a fourth quarter Product Level Quarterly (N)
incentive and must also reimburse the Company all Product Level (N)
Quarterly Incentives received for the first, second and third (N)
quarters in accordance with Shortfall Penalty regulations in (N)
25.12.1.F.2 following. (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Example of Contract Tariff Annual Incentive</u>	(N)
- <u>Example 1: Annual Incentive:</u>	(N)
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with a revenue achievement ¹ of \$9,595,000. The customer will be awarded an Annual Incentive of \$79,500 computed using Table 1 in 25.12.2 as follows:	(N)
(Annual Billed Revenue Achieved ¹ – Annual Minimum-Billed Revenue Volume) X Applicable Incentive Percentage = Annual Incentive	(N)
(9,595,000 – 8,800,000) X 10% = \$79,500	(N)
- <u>Example 2: Product Level Quarterly Incentives</u>	(N)
The customer's first quarter monthly revenues are as follows:	(N)
Product #1: \$350,000	(N)
Product #2: \$1,525,000	(N)
Total Products #1 and #2: \$1,875,000	(N)
The customer achieved the scheduled objective of 25% of this first year's annual minimum-billed revenue as shown in Table 1 of 25.12.2. Therefore, the customer is eligible for a first quarter Product Level Quarterly Incentive of \$56,250 computed as follows:	(N)
[(Product #1 Total Quarterly Revenues) X Product #1 Incentive Percentage] + [(Product #2 Total Quarterly Revenues) X Product #2 Incentive Percentage] = Product Level Quarterly Incentive	(N)
[((\$350,000 X 3%) + (\$1,525,000 X 3%)] = \$56,250	(N)

¹These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues. (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty Regulations</u>	(N)
(a) <u>Shortfall Penalty for Failure to Achieve Annual Minimum-Billed Revenue</u>	(N)
The customer must achieve the annual minimum-billed revenue volume specified in 25.12.2 following as determined on the anniversary date of the customer's subscription to this Contract Tariff in order to be eligible for the incentives set forth herein.	(N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the following conditions will apply:	(N)
- The customer will not receive for such year the Annual Incentive as described in 25.12.1(F)(1)(a), preceding.	(N)
- In addition, the customer must repay the Company all Product Level Quarterly Incentives, as described in 25.12.1(F)(1)(b), received for such year and will be billed the full amount thirty days following the customer's contract anniversary date.	(N)
- For the remaining term of this Contract Tariff, all incentives (i.e., Annual Incentive and Product Level Quarterly Incentive) set forth herein shall be cancelled, and the customer will not be eligible for another Contract Tariff with new annual minimum-billed revenues and incentives for six months following the cancellation of the incentives in this Contract Tariff unless the Company waives the six month waiting period.	(N)
- The Service Level Agreement set forth in 25.12.1.(G), following, shall continue for the remaining term of this Contract Tariff, and all performance remedies will be paid in accordance with regulations set forth in 25.12.1(G), following.	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(3) <u>Restrictions</u>	(N)
(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein. Notwithstanding any provision in another Contract Tariff, the six-month waiting period shall not apply to a subscriber of this Contract Tariff.	(N) (N) (N) (N) (N)
(b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.12.2 following.	(N) (N) (N)
(4) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N) (N)
(a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.	(N) (N) (N)
(b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition. The customer may also elect to cancel subscription to this Contract Tariff.	(N) (N) (N) (N) (N)
(c) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.	(N) (N) (N)
(5) <u>Revenue Accumulation by Bill Period</u>	(N)
The customer's annual billed revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.	(N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(6) <u>Tax Exclusions</u>	(N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum-billed revenues.	(N)
(7) <u>Existing Discount Plans</u>	(N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).	(N)
(8) <u>Performance Measures</u>	(N)
The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 25.12.1(G) (Service Level Agreement). Service guarantees specified in Section 2.4.4 (service assurance warranty) and Section 2.4.9 (service installation guarantee) do not apply to services subject to this Contract Tariff; however, these service guarantees will be reinstated and will become effective immediately upon expiration of this Contract Tariff. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff.	(N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement

Concurrent with the effective date of this Contract Tariff, a Service Level Agreement (SLA) as specified herein shall become effective and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein.

(1) Minimum and Maximum Circuit Requirements

In order to subscribe to this Contract Tariff, a customer must have at least the minimum circuit levels for each class of service shown in the chart below but cannot exceed the maximum circuit levels shown in the chart below at the time of subscription.

Classes of Service	Minimum Circuits at Subscription	Maximum Circuits at Subscription
DS1 Services	2,000	4,500
DS3 Services	35	200

(2) Services Eligible for SLA

The services for which this SLA applies are described below. All rate elements associated with these services are included in this SLA.

- DS1 Services: BellSouth SWA DS1; BellSouth SWA Managed Shared Network Service; DS1 (a.k.a. BellSouth SPA DS1); BellSouth SPA Managed Shared Network Service
- DS3 Services: BellSouth SWA Managed Shared Network Service; BellSouth SPA Managed Shared Network Service; LightGate svc. (a.k.a. BellSouth SPA Point to Point)

(3) SLA Performance Metrics and Measurement Methodology

(a) The following performance metrics will be tracked and measured in accordance with terms and conditions described in this SLA. The definitions for these performance metrics are provided in (4), following.

- SA-1: Firm Order Confirmation (FOC) Receipt
- SA-2: Firm Order Confirmation (FOC) Receipt Past Due
- SA-3: Offered Versus Requested Due Date
- SA-4: On Time Performance to FOC Due Date
- SA-5: Days Late
- SA-6: Average Intervals Requested, Offered, Installed
- SA-7: Past Due Circuits
- SA-8: New Circuit Failure Rate
- SA-9: Failure Rate
- SA-10: Mean Time to Restore
- SA-11: Repeat Trouble Report Rate

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(3) SLA Performance Metrics and Measurement Methodology (Cont'd)

(b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data under the Service Level Agreement (SLA) provided herein.

- The Company will utilize its self-reported performance measurement data to determine performance metrics for each reporting period. The reporting period is defined as a full calendar month. Performance measurement results will be reported for DS1 and DS3 services separately. The Company's self-reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company's calculation of its performance under this Contract Tariff shall be the determinant of the Company's obligation to provide a remedy for a missed performance metric. The Company will monitor data collection and calculation to ensure the integrity of self-reported results.
- Performance metrics and quantities will be calculated at a regional level and prorated to an MSA level using state and district data attributes as available until MSA specific measurements are instituted. For example, FOC Receipt and Mean Time to Restore (MTTR) performance data for a customer subscribing to this Contract Tariff in all of the Atlanta Network districts will be used for the Atlanta MSA until specific Atlanta MSA performance data is available.
- At the point in time that MSA specific measurements are instituted, performance metrics and any applicable SLA remedies will be calculated on aggregate MSA results. The applicable MSAs are set forth in 25.12.1(B).

(c) Neither the Company or the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of the customer or the Company's obligation(s) under this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay. In the event of such delay, the Company shall give prompt written notice to the customer specifying the nature of the excused delay, the date of inception, and the expected duration. During such delay, the Company shall perform its obligations at a performance level no less than that which it uses for its own operations. Further, in the event of such delay or failure in the Company's performance, the Company agrees to resume performance in a nondiscriminatory manner and not favor provisioning its own services above that of the customer.

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(4) <u>Performance Metrics Definitions</u>	(N)
(a) <u>SA-1: Firm Order Confirmation (FOC) Receipt</u>	(N)
This metric is the Company's response to a clean Access Service Request (ASR), whether an initial or supplement ASR, that provides the customer with the specific Due Date on which the requested circuit or circuits will be installed. The expectation is that the Company will conduct a minimum of an electronic facilities check to ensure due dates delivered in FOCs can be relied upon. The performance standard for FOCs received within the standard interval (see 25.12.1(G)(7) for standard intervals in Chart A, SA-1, following) is expressed as a percentage of the total FOCs received during the reporting period. A diagnostic distribution is required along with a diagnostic count of ASRs withdrawn at the Company's request due to a lack of Company facilities or otherwise.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
- Business Rules: Counts are based on each instance of a FOC received from the Company. If one or more supplement ASRs are issued to correct or change a request, each corresponding FOC, which is received during the reporting period, is counted and measured. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. Projects are included.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs.	(N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(4) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(b) <u>SA-2: FOC Receipt Past Due</u>	(N)
This metric tracks all ASR requests that have not received a FOC from the Company within the standard FOC receipt interval (see 25.12.1(G)(7) for standard intervals in Chart A, SA-1, following), as of the last day of the reporting period and do not have an open, or outstanding, Query/Reject. This measure gauges the magnitude of late FOCs and ensures that FOCs are being received in a timely manner from the Company. A distribution of these late FOCs, along with a report of those late FOCs that do have an open Query/Reject, is required for diagnostic purposes.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
- Business Rule: All counts are based on the latest ASR request sent to the Company. Where one or more subsequent ASRs have been sent, only the latest ASR would be recorded as Past Due if no FOC had yet been returned. The Expected FOC Receipt Interval, used in the calculations, will be the interval identified in the Performance Standards for the FOC Receipt measure. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. Projects are included.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs	(N) (N)

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 13, 2002

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-142

EFFECTIVE: DECEMBER 14, 2002

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(4) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(c) <u>SA-3: Offered Versus Requested Due Date</u>	(N)
This metric reflects the degree to which the Company is committing to install service on the Customer's Requested Due Date (CRDD), when a Due Date Request is equal to or greater than the Company's stated interval. The difference between the CRDD and the Offered Date for these FOCs is required for diagnostic purposes.	(N)
- Business Rule: Counts are based on each instance of a FOC received from the Company. If one or more supplement ASRs are issued to correct or change a request, each corresponding FOC, which is received during the reporting period, is counted and measured. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. Projects are included.	(N)
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs	(N)

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- ACCESS SERVICE (N)
- 25 – Contract Tariffs (Cont'd) (N)
- 25.12 Contract Tariff – No. 010 (Cont'd) (N)
- 25.12.1 General Regulations (Cont'd) (N)
- (G) Service Level Agreement (Cont'd) (N)
- (4) Performance Metrics Definitions (Cont'd) (N)
- (d) SA-4: On Time Performance to FOC Due Date (N)
- This metric measures the percentage of circuits that are completed on or before the FOC Due Date, as recorded from the FOC received in response to the last ASR sent. Customer Not Ready (CNR) situations may result in an installation delay. The On Time Performance To FOC Due Date is calculated both with CNR consideration and without¹ CNR consideration, i.e. measuring the percentage of time the service is installed on the FOC due date while counting CNR coded orders as an appointment met, and without CNR consideration. The denominator for both calculations is the total count of circuits completed during the reporting period, including all circuits, with and without a CNR code. (N)
- Business Rules: Measures are based on the last ASR sent and the associated FOC Due Date received from the Company. Selection is based on circuits completed by the Company during the reporting period. An ASR may provision more than one circuit and the Company may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all circuits are completed. The Company Completion Date is the date upon which the Company completes installation of the circuit, as noted on a completion advice to the customer. Projects are included. A Customer Not Ready (CNR) is defined as a verifiable situation beyond the normal control of the Company that prevents the Company from completing an order, including the following: The customer is not ready; end user is not ready; connecting company, or CPE (Customer Premises Equipment) supplier, is not ready. The Company must ensure that established procedures are followed to notify the customer of a CNR situation and allow a reasonable period of time for the customer to correct the situation. (N)
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs (N)

¹diagnostic only

(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(4) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(e) <u>SA-5: Days Late</u>	(N)
This metric captures the magnitude of the delay, both in average and distribution, for those circuits not completed on the FOC Due Date, and the delay was not a result of a verifiable CNR situation. A breakdown of delay days caused by a lack of Company facilities is required for diagnostic purposes.	(N)
- Measures are based on the last ASR sent and the associated FOC Due Date received from the Company. Selection is based on circuits completed by the Company during the reporting period. An ASR may provision more than one circuit and the Company may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all circuits are completed. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. A Customer Not Ready (CNR) is defined as a verifiable situation beyond the normal control of the Company that prevents the Company from completing an order, including the following: customer not ready; end user is not ready; connecting company, or CPE (Customer Premises Equipment) supplier, is not ready. The Company must ensure that established procedures are followed to notify the customer of a CNR situation and allow a reasonable period of time for the customer to correct the situation. The customer is required to forecast facility requirements to MSA/CO level on a quarterly basis.	(N)
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs, Projects	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(4) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(f) <u>SA-6: Average Intervals – Requested/Offered/Installation</u>	(N)
For diagnostic purposes, this metric captures three aspects of the ordering and provisioning processes and displays them in relation to each other. The Average Customer Requested Interval, the Average Company Offered Interval, and the Average Installation Interval, provide a comprehensive view of provisioning, with the ultimate goal of having these three intervals equivalent.	(N)
- Business Rule: Measures are based on the last ASR sent and the associated FOC Due Date received from the Company. Selection is based on circuits completed by the Company during the reporting period. An ASR may provision more than one circuit and the Company may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all circuits are completed. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. Projects are included. The Average Installation Interval includes all completions.	(N)
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs, CNRs (installation interval only)	(N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Performance Metrics Definitions (Cont'd)

(g) SA-7: Past Due Circuits

This metric provides a snapshot view of circuits not completed as of the end of the reporting period. The count is taken from those circuits that have received a FOC Due Date but the due date has passed. Results are separated into those held for Company reasons and those held for customer reasons (CNRs), with a breakdown, for diagnostic purposes, of Past Due Circuits due to a lack of Company facilities. A diagnostic measure, Percent Cancellations After FOC Due Date, is included to show a percent of all cancellations processed during the reporting period where the cancellation took place after the FOC Due Date had passed. This measurement is calculated by taking the count of all circuits not completed at the end of the reporting period > 5 days beyond the FOC Due Date, grouped separately for Total Company Reasons, Lack of Company Facility Reasons, and Total Customer Reasons, each divided by the total uncompleted circuits past FOC Due Date, for all missed reasons, at the end of the reporting period, expressed as a percentage.

- Business Rule: Calculation of Past Due Circuits is based on the most recent ASR and associated FOC Due Date. An ASR may provision more than one circuit and the Company may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all segments are completed. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day. Projects are included. A Customer Not Ready (CNR) is defined as a verifiable situation beyond the normal control of the Company that prevents the Company from completing an order, including the following: customer not ready; end user is not ready; connecting company, or CPE (Customer Premises Equipment) supplier, is not ready. The Company must ensure that established procedures are followed to notify the customer of a CNR situation and allow a reasonable period of time for the customer to correct the situation. The customer is required to forecast facility requirements to MSA/CO level on a quarterly basis.

- Exclusions: Unsolicited FOCs, Disconnect ASRs, Record ASRs

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.12 <u>Contract Tariff – No. 010</u> (Cont'd)	(N)
25.12.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(4) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(h) <u>SA-8: New Circuit Failure Rate</u> ¹	(N)
This metric measures the quality of the installation work by capturing the rate of new circuit failures and is calculated by dividing the count of circuits with a measured customer report within 30 calendar days of installation by the total number of circuits installed in the reporting period.	(N)
- Business Rule: The Company's Completion Date is the date upon which the Company completes installation of the circuit, as noted on a completion advice to the customer. The calculation for the preceding 30 calendar days is based on the creation date of the trouble ticket.	(N)
In order for the monthly reporting period results of this metric (SA-8) to be valid, customer reports closed out to Test OK (TOK) and No Trouble Found (NTF) cannot exceed 10% of total measured reports within the respective measured reporting period.	(N)
- Exclusions: Trouble tickets that are canceled at the customer's request; CPE (Customer Premises Equipment), or other customer caused troubles; Company trouble reports associated with administrative service; tickets used to track referrals of misdirected calls; the customer's requests for informational tickets; Repeat Trouble Reports; subsequent trouble reports – defined as those cases where a customer called to check on the status of an existing open trouble ticket	(N)

¹If multiple customer trouble reports are correlated to a common cause, a single customer trouble report will be generated at the common cause/circuit and will be measured against the maintenance SLA measurements (provided the close code disposition is not excluded in the business rules). Multiple reports associated with a common cause will only be reported once and counted as a single incident (occurrence) in the (SA-8) metric. For example, if a Point-to-Point OC-12 fails, the Company does not take customer trouble reports on the thousands of potential lower level circuits nor are each of the lower level service outages included in the company's maintenance measures including (SA-8).

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Performance Metrics Definitions (Cont'd)

(i) SA-9: Failure Rate¹

This metric measures the overall quality of the circuits being provided by the Company and is calculated by dividing the number of measured customer trouble report resolved during the reporting period by the total number of "in service" circuits, at the end of the reporting period.

- Business Rule: A customer trouble report/ticket is any record (whether paper or electronic) used by the Company for the purposes of tracking related action and disposition of a service repair or maintenance situation. A trouble is resolved when the Company issues notice to the customer that the circuit has been restored to normal operating parameters. Where more than one trouble is resolved on a specific circuit during the reporting period, each trouble is counted in the Trouble Report Rate.

In order for the monthly reporting period results of this metric (SA-9) to be valid, customer reports closed out to Test OK (TOK) and No Trouble Found (NTF) cannot exceed 10% of total measured reports within the respective measured reporting period.

- Exclusions: Trouble tickets that are canceled at the customer's request; CPE (Customer Premises Equipment), or other customer caused trouble; Company trouble reports associated with administrative service; customers requests for informational tickets; tickets used to track referrals of misdirected calls; subsequent trouble reports – defined as those cases where a customer called to check on the status of an existing open trouble ticket

¹If multiple customer trouble reports are correlated to a common cause, a single customer trouble report will be generated at the common cause/circuit and will be measured against the maintenance SLA measurements (provided the close code disposition is not excluded in the business rules). Multiple reports associated with a common cause will only be reported once and counted as a single incident (occurrence) in the (SA-9) metric. For example, if a Point-to-Point OC-12 fails, the Company does not take customer trouble reports on the thousands of potential lower level circuits nor are each of the lower level services outages included in the company's maintenance measures including (SA-9). In the case where a valid customer trouble report is linked to the same common cause of a previously resolved customer trouble report, the new customer trouble report will be considered a new occurrence and will be included in the (SA-9) metric.

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ACCESS SERVICE
25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)
(G) Service Level Agreement (Cont'd)

(4) Performance Metrics Definitions (Cont'd)

(j) SA-10: Mean Time to Restore¹

This metric measures the promptness in restoring circuits to normal operating levels when a problem or trouble is referred to the Company. The Individual customer trouble report duration is calculated as the elapsed time from the customer's submission of a trouble report to the Company to the time the Company closes the trouble, less any Customer Hold Time or Delayed Maintenance Time due to valid customer caused delays. A breakdown of Mean Time to Restore for those troubles recorded as Found OK/ Test OK, is required for diagnostic purposes. Aggregate MTTR is calculated by summing the individual customer trouble report durations divided by the count of customer trouble reports resolved in a reporting period.

- Business Rule: A trouble report or trouble ticket is any record (whether paper or electronic) used by the Company for the purposes of tracking related action and disposition of a service repair or maintenance situation. Elapsed time is measured on a 24-hour, seven-day per-week basis, without consideration of weekends or holidays. Multiple reports in a given period are included, unless the multiple reports for the same customer is categorized as "subsequent" (an additional report on an already open ticket). "Restore" means to return to the normally expected operating parameters for the service regardless of whether or not the service, at the time of trouble ticket creation, was operating in a degraded mode or was completely unusable. A trouble is "resolved" when the Company issues notice to the customer that the customer's service is restored to normal operating parameters. Customer Hold Time or Delayed Maintenance Time resulting from verifiable situations of no access to the end user's premises, or other customer caused delays, such as holding the ticket open for monitoring, is deducted from the total resolution interval.

- Exclusions: Trouble tickets that are canceled at the customer's request; CPE (Customer Premises Equipment), or other customer caused troubles; Company trouble reports associated with administrative service; the customer's request for informational tickets; trouble tickets created for tracking and/or monitoring circuits; tickets used to track referrals of misdirected calls; subsequent trouble reports – defined as those cases where a customer called to check on the status of an existing open trouble ticket

¹If multiple customer trouble reports are correlated to a common cause, a single customer trouble report will be generated at the common cause/circuit and will be measured against the maintenance SLA measurements (provided the close code disposition is not excluded in the business rules). Multiple reports associated with a common cause will only be reported once and counted as a single incident (occurrence) in the (SA-10) metric. For example, if a Point-to-Point OC-12 fails, the Company does not take customer trouble reports on the thousands of potential lower level circuits nor are each of the lower level services outages included in the company's maintenance measures including (SA-10). In the case where a valid customer trouble report is linked to the same common cause of a previously resolved customer trouble report, the new customer trouble report will be considered a new occurrence and will be included in the (SA-10) metric.

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Performance Metrics Definitions (Cont'd)

(k) SA-11: Repeat Trouble Report Rate¹

The Repeat Trouble Report Rate measures the percent of maintenance customer trouble reports resolved during the current reporting period that had at least one prior trouble ticket any time in the preceding 30 calendar days from the creation date of the current trouble report.

- Business Rule: A trouble report or trouble ticket is any record (whether paper or electronic) used by the Company for the purposes of tracking related action and disposition of a service repair or maintenance situation. A trouble is resolved when the Company issues notice to the customer that the circuit has been restored to normal operating parameters. If a trouble ticket was closed out previously with the disposition code classifying it as FOK/TOK, then the second trouble must be counted as a repeat trouble report if it is resolved to Company's reasons. The trouble resolution need not be identical between the repeated reports for the incident to be counted as a repeated trouble.
- In order for the monthly reporting period results of this metric (SA-11) to be valid, customer reports closed out to Test OK (TOK) and No Trouble Found (NTF) cannot exceed 10% of total measured reports within the respective measured reporting period.
- Exclusions: Trouble tickets that are canceled at the customer's request; CPE (Customer Premises Equipment), or other customer caused troubles; Company trouble reports associated with administrative service; subsequent trouble reports – defined as those cases where a customer called to check on the status of an existing open trouble ticket; excludes informational tickets

¹If multiple customer trouble reports are correlated to a common cause, a single customer trouble report will be generated at the common cause/circuit and will be measured against the maintenance SLA measurements (provided the close code disposition is not excluded in the business rules). Multiple reports associated with a common cause will only be reported once and counted as a single incident (occurrence) in the (SA-11) metric. For example, if a Point-to-Point OC-12 fails, the Company does not take customer trouble reports on the thousands of potential lower level circuits nor are each of the lower level services outages included in the company's maintenance measures including (SA-11). In the case where a valid customer trouble report is linked to the same common cause of a previously resolved customer trouble report, the new customer trouble report will be considered a new occurrence and will be included in the (SA-11) metric.

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(5) Customer Obligations

In order to receive the performance remedies specified in this SLA,
the customer agrees to the following conditions:

- (a) The customer shall maintain existing electronic system interfaces
and processes for Access Service Request (ASR) initiation and
trouble reporting.
- (b) The customer shall submit ASRs by 3:00 p.m. EST in order for the
ASR to be processed the same business day. ASRs received after
3:00 p.m. EST shall be processed and considered received on the
next business day.
- (c) The customer must maintain the minimum circuit levels shown in the
chart below for the classes of service indicated in order for SLA
remedies to be applied. Failure to maintain the minimum circuit
levels will result in a waiver of SLA remedies for the month for
the affected service. Circuit levels are based on end of reporting
period data.

Classes of Service	Minimum Circuits
DS1 Services	2,000
DS3 Services	35

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(6) Company Obligations

- (a) Should the Company fail to perform to the performance objectives provided in this SLA, the performance remedies set forth in 25.12.1(G)(7) through (9), following, shall apply pursuant to the customer meeting the obligations set forth in 25.12.1(G)(5), preceding.
- (b) The Company will calculate performance metrics on a monthly basis. The Company will calculate performance remedies using monthly reporting period results, provided sufficient ordering, provisioning, and maintenance volumes are incurred during the monthly reporting period. If insufficient ordering, provisioning, and maintenance volumes are incurred during the monthly reporting period, monthly results will be aggregated to calculate and evaluate quarterly performance metrics and remedies.

Sufficient ordering, provisioning, and maintenance volumes are as follows:
 - SA-1: If customer-ordering ASR and ASR supplement volumes per class of service are greater than 30 ASRs per month, then remedy evaluation will be assessed on monthly performance metric results, otherwise remedy evaluation will be based on aggregate quarterly results.
 - SA-4, SA-7, SA-8: If customer-provisioning volumes per class of service are greater than 30 circuits per month, then remedy evaluation will be assessed on monthly performance metric results, otherwise remedy evaluation will be based on aggregate quarterly results.
 - SA-9, SA-11: If customer's measured trouble ticket volumes per class of service are greater than 30 troubles per month, then remedy evaluation will be assessed on monthly performance metric results, otherwise remedy evaluation will be based on aggregate quarterly results.
- (c) The Company will sum the credits for each missed performance metric to get each month's total monthly credits. The credits for each quarter will be applied to the customer's account one month in arrears.

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics – Ordering Elements

Chart A below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart A below are set forth in 25.12.1(G)(2), preceding.

CHART A: Service Level Agreement (Ordering Elements)			
Performance Metrics and Services	Performance Objectives		Performance Remedy
	Year 1	Year 2	
SA-1: FOC Receipt			
DS1 services (within 2 business days),	>=85%	>=90%	\$0
DS3 services (within 5 business days)	< 85%	< 90%	\$50 per missed occurrence below the stated performance objective
SA-2: FOC Receipt Past Due			Diagnostic Only
DS1 and DS3 services	< 15%	< 10%	N/A
SA-3: Offered Vs. Requested Due Date			Diagnostic Only
DS1 and DS3 services	>= 90%	>= 95%	N/A

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(8) Performance Metrics – Provisioning Elements

Chart B below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart B below are set forth in 25.12.1(G)(2), preceding.

Chart B: Service Level Agreement (Provisioning Elements)			
Performance Metrics and Services	Performance Objectives		Performance Remedy
	Year 1	Year 2	
SA-4: On Time to FOC Due Date Performance			
DS1 and DS3 services	>=90%	>=95%	\$ 0
(with customer not ready considerations)	< 90%	< 95%	NR charge credit per occurrence (in order of occurrence) below the stated performance objective
SA-5: Days Late			Diagnostic Only
DS1 and DS3 services	5 Days	3 Days	N/A
SA-6: Average Intervals			Diagnostic Only
DS1 and DS3 services	N/A	N/a	N/A
SA-7: Past Due Circuits			
DS1 and DS3 services (> 5 days beyond FOC Due Date for Company reasons)	< 3%	< 3%	\$ 0
DS1 and DS3 services (> 5 days beyond FOC Due Date for Company reasons)	>=3%	>=3%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(8) Performance Metrics – Provisioning Elements (Cont'd)

Chart B below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart B below are set forth in 25.12.1(G)(2), preceding.

Chart B: Service Level Agreement (Provisioning Elements)			
Performance Metrics and Services	Performance Objectives		Performance Remedy
	Year 1	Year 2	
SA-8: New Installation Trouble Report Rate			
DS1 services	<= 7%	<= 5.5%	\$ 0
	> 7%	> 5.5%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective
DS3 services	<= 3%	<= 2.5%	\$ 0
	> 3%	> 2.5%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(9) Performance Metrics – Maintenance & Repair Elements

Chart C below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart C below are set forth in 25.12.1(G)(2), preceding.

Chart C: Service Level Agreement (Maintenance & Repair Elements)			
Performance Metrics and Services	Performance Objectives		Performance Remedy
	Year 1	Year 2	
SA-9: Failure Rate			
DS1 services	<= 3%	<= 2.6%	\$ 0
	> 3%	> 2.6%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective
DS3 services	<= 2.25%	<= 1.7%	\$ 0
	> 2.25%	> 1.7%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective
SA-10: Mean Time to Restore			
DS1 and DS3 services	<= 4 hrs per month	<= 3.5 hrs per month	\$ 0
	> 4 hrs per month	> 3.5 hrs per month	Monthly Rec charge credit per individual occurrence exceeding the stated performance objective

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(9) Performance Metrics – Maintenance & Repair Elements (Cont'd)

Chart C below provides the services, objectives, and remedies for each performance metric. The DS1 and DS3 services specified in Chart C below are set forth in 25.12.1(G)(2), preceding.

Chart C: Service Level Agreement (Maintenance & Repair Elements)			
Performance Metrics and Services	Performance Objectives		Performance Remedy
	Year 1	Year 2	
SA-11: Repeat Trouble Report Rate			
DS1 services	<= 22%	<= 20%	\$ 0
	> 22%	> 20%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective
DS3 services	<= 10%	<= 9%	\$ 0
	> 10%	> 9%	Monthly Rec charge credit per occurrence (in order of occurrence) exceeding the stated performance objective

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ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.12 Contract Tariff – No. 010 (Cont'd)

25.12.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.12.1(F)(1)(c), preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$000)	
	Year 1	Year 2
Minimum Revenue Volumes	\$8,800	\$10,100
(%) Annual Incentives		
5%	>\$8,800 - 9,240	> \$10,100 - 10,605
10%	> 9,240 - 9,680	> 10,605 11,110
15%	> 9,680 - 10,120	> 11,110 11,615
Maximum Revenues	\$10,120	\$11,615

- (2) Table 2 below provides the products eligible for a Product Level Quarterly Incentive. The Product Level Quarterly Incentive is applied on the monthly-billed revenue for these products and awarded on a quarterly basis.

Table 2	Quarterly Product Level Incentive	
	Year 1	Year 2
LightGate svc. (a.k.a. BellSouth SPA Point to Point)	3%	3%
DSL (a.k.a. BellSouth SPA DSL)	3%	3%

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ACCESS SERVICE (N)
25 – Contract Tariffs (N)

25.13 Contract Tariff – No. 011 (N)

- (A) This Contract Tariff is valid for a period of 25 months and shall terminate on February 18, 2005. (N)
(N)
- (B) The regulations, terms, conditions and incentives provided herein shall apply to customers subscribing to Contract Tariff No. 011 in the Metropolitan Statistical Areas (MSAs) defined in 25.13.1.B below. A customer may subscribe within a period of thirty (30) days following the Contract Tariff's effective date. (N)
(N)
(N)
(N)
- (C) This Contract Tariff contains a Service Level Agreement (SLA), which will apply pursuant to regulations, terms, and conditions specified in 25.13.1(G), following. (N)
(N)
(N)

25.13.1 General Regulations (N)

(A) Term and Renewal Options (N)

- (1) The customer's term under this Contract Tariff is 24 months. At the end of the contract term, the incentives provided in this Contract Tariff shall be discontinued. (N)
(N)
(N)
- (2) In order to subscribe to this Contract Tariff, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed by the customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the customer's term and the Access Customer Name Abbreviations (ACNAs). (N)
(N)
(N)
(N)
(N)

(B) Metropolitan Statistical Areas (N)

The regulations, terms and conditions of this Contract Tariff shall apply for the Full Service Relief MSAs listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. References made throughout this Contract Tariff to the customer's annual revenues shall include monthly recurring revenues for the combined MSAs shown below: (N)
(N)
(N)
(N)
(N)

- Atlanta, Charlotte, Greensboro-Winston Salem, Jacksonville, Knoxville, Louisville, Melbourne, Miami-Ft. Lauderdale, Montgomery, Nashville-Davidson, Orlando, Owensboro, Savannah, West Palm Beach (N)
(N)
(N)
(N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.1 General Regulations (Cont'd)

(C) Description of Services

- (1) This Contract Tariff may include any of the following services for the purpose of determining the customer's annual minimum-billed revenue volume specified in 25.13.2 following. Rates and charges for these services are provided in Section 23 of this Tariff.

BellSouth SWA Dedicated Transport Services

- BellSouth SWA VG
- BellSouth SWA DS0
- BellSouth SWA DS1
- BellSouth SWA DS3
- BellSouth SWA Dedicated Ring
- BellSouth SWA Managed Shared Network Service
- BellSouth SWA Managed Shared Ring Service

Special Access (a.k.a. BellSouth SPA) Services

- Metallic (a.k.a. BellSouth SPA Metallic)
- Telegraph Grade (a.k.a. BellSouth SPA Telegraph)
- Voice Grade (a.k.a. BellSouth SPA VG)
- WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines)
- Program Audio (a.k.a. BellSouth SPA Program Audio)
- Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video)
- Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video)
- DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video)
- BellSouth SPA Modular Video Transport Service
- 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport)
- Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video)
- Wideband Analog (a.k.a. BellSouth SPA Wideband Analog)
- Wideband Data (a.k.a. BellSouth SPA Wideband Data)
- Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel)
- Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data)
- High Capacity (a.k.a. BellSouth SPA High Capacity)
- DS1 (a.k.a. BellSouth SPA DS1)
- LightGate svc.(a.k.a. BellSouth SPA Point to Point)
- SMARTGate svc.(a.k.a. BellSouth SPA Managed Shared Ring)
- SMARTPath svc.(a.k.a. BellSouth SPA DS1 & DS3 Shared Ring)
- SMARTRing svc.(a.k.a. BellSouth SPA Dedicated Ring)
- FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration)
- Dry Fiber
- BellSouth SPA Managed Shared Network Service

Fast Packet Access Services

- Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)
- Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service)
- BellSouth Exchange Access Asynchronous Transfer Mode Service
- BellSouth SPA Managed Shared Frame Relay Service
- BellSouth SPA Managed Shared ATM Service

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.13.2, following. These revenues are for the combined MSAs set forth in Section 25.13.1(B), preceding, and for the services described in Section 25.13.1(C), preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.

(E) Rates and Charges

The services, to which the incentives set forth in this Contract Tariff apply, are obtained from Section 23 of this Tariff. The Company reserves the right to change the terms, conditions, rates, and charges applicable for services in Section 23 or other sections of this Tariff during the term of this Contract Tariff unless otherwise specified in this Contract Tariff.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and the product suite total annual minimum revenues for each contract term year as set forth in Section 25.13.2 following. There are three levels of incentives: 1) Annual Incentive, 2) Product Suite Annual Incentive, and 3) Product Level Quarterly Incentive. These incentives are described as follows:

(a) Annual Incentive

An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.13.2. The following conditions will apply:

- The customer will receive the Annual Incentive each contract term year thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume in any contract term year. Further, the customer's subscription to this Contract Tariff shall be cancelled in accordance with Shortfall Penalty regulations set forth in 25.13.1(F)(2), following.

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Suite Annual Incentive</u>	(N)
The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.13.2 following. The Product Suite Annual Incentive applies if the customer achieves the product suite total annual minimum revenue at the end of each contract term year and will be equal to the same incentive dollar amount the customer is awarded for the Annual Incentive as described in 25.13.1(F)(1)(a), preceding.	(N) (N) (N) (N) (N) (N) (N)
The customer will receive the Product Suite Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.	(N) (N) (N) (N)
The customer will not receive the Product Suite Annual Incentive if in any year of the contract term the customer fails to achieve the product suite total annual minimum revenue.	(N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(c) <u>Product Level Quarterly Incentive</u>	(N)
The two products shown in Section 25.13.2, following, are available for a Product Level Quarterly Incentive. This quarterly incentive will be computed on the monthly-billed revenue for the selected products in each contract term year and will be awarded on a quarterly basis under the following conditions:	(N)
- The Company will monitor on a quarterly basis the customer's annual minimum-billed revenues provided in Section 25.13.2, Table 1 in each contract term year to determine if the customer is on schedule in achieving the quarterly objective of the annual minimum-billed revenue volume. The scheduled objective for the first quarter is 25% of the annual minimum-billed revenue, for the second quarter 50% of the annual minimum-billed revenue, for the third quarter 75% for the annual minimum-billed revenue, and for the fourth quarter 100% of the annual minimum-billed revenue.	(N)
- For each year of the contract term, the customer will receive the Product Level Quarterly Incentive on a quarterly basis only if the scheduled objectives for the annual minimum-billed revenues are met. For example, if the first quarter's objective is not met, the first quarter incentive award will be delayed until the second quarter. If the second quarter objective is not met, the monthly incentive award for the first and second quarters will be delayed until the third quarter. If the customer meets the third quarter objective, the monthly incentives for the first, second and third quarters will be awarded to the customer.	(N)
- If at the end of the fourth quarter the customer does not achieve at least 100% of the annual minimum-billed revenue volume, the customer will not receive a fourth quarter Product Level Quarterly incentive and must also reimburse the Company all Product Level Quarterly Incentives received for the first, second and third quarters in accordance with Shortfall Penalty regulations in 25.13.1(F)(2) following.	(N)

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ACCESS TARIFF	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(d) <u>Examples of Contract Tariff Incentives</u>	(N)
- <u>Example 1: Annual Incentive:</u>	(N)
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with a revenue achievement of \$6,254,000. The customer will be awarded an Annual Incentive of \$4,080 computed using Table 1 in 25.13.2 as follows:	(N)
	(N)
	(N)
	(N)
	(N)
$(\text{Annual Revenue Achieved} - \text{Annual Minimum Revenue Volume}) \times \text{Applicable Incentive Percentage} = \text{Annual Incentive}$	(N)
$(\$6,254,000 - \$5,982,000) \times 1.5\% = \$4,080$	(N)
- <u>Example 2: Product Suite Annual Incentive:</u>	(N)
As illustrated in Example 1 above, the customer achieved the first contract term year's annual minimum-billed revenue and also exceeded the product suite total annual minimum revenue with a revenue achievement of \$5,475,000 (see Table 2 in 25.13.2). The customer will be awarded a Product Suite Annual Incentive of \$4,080, which is equivalent to the same dollar amount the customer is awarded for the Annual Incentive in the example above.	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
- <u>Example 3: Product Level Quarterly Incentive:</u>	(N)
The customer's first quarter monthly revenues are as follows:	(N)
Product #1: \$555,680	(N)
Product #2: \$792,864	(N)
Total Products #1 and #2: \$1,348,544	(N)
	(N)
The customer achieved the scheduled objective of 25% of the first year's annual minimum-billed revenue as shown in Table 1 of 25.13.2. Therefore, the customer is eligible for a first quarter Product Level Quarterly Incentive of \$26,970.88 computed as follows:	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
$[(\text{Product \#1 Total Quarterly Revenues}) \times \text{Product \#1 Incentive Percentage}] + [(\text{Product \#2 Total Quarterly Revenues}) \times \text{Product \#2 Incentive Percentage}] = \text{Product Level Quarterly Incentive}$	(N)
	(N)
$[(\$555,680 \times 2\%) + (\$792,864 \times 2\%)] = \$26,970.88$	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(2) <u>Shortfall Penalty Regulations</u>	(N)
(a) <u>Shortfall Penalty for Failure to Achieve Minimum-Billed Revenue</u>	(N)
The customer must achieve the annual minimum-billed revenue volume specified in 25.13.2 following as determined on the anniversary date of the customer's subscription to service under this Contract Tariff in order to be eligible for an Annual Incentive.	(N)
If the customer does not achieve the annual minimum-billed revenue volume for any contract term year, the customer will not receive for such year the Annual Incentive as described in 25.13.1(F)(1)(a), preceding. Further, the customer must repay the Company all Product Level Quarterly Incentives received for such year and will be billed the full amount thirty days following the customer's contract anniversary date.	(N)
The customer must achieve the product suite total annual minimum revenue as determined on the customer's contract anniversary date in order to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual minimum revenue for any year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in 25.13.1(F)(1)(b), preceding.	(N)
(b) <u>Shortfall Penalty for Failure to Achieve the SLA Baseline Revenue</u>	(N)
The customer must achieve the minimum annual Baseline Revenue each contract term year as specified in 25.13.1(G)(1), following, in order to receive the performance remedies for the Service Level Agreement specified in 25.13.1(G).	(N)
Failure to achieve the minimum annual Baseline Revenue for any contract term year will result in termination of the customer's subscription to this Contract Tariff, and the customer will not be eligible for another Contract Tariff for six months following the contract cancellation date.	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(3) <u>Restrictions</u>	(N)
(a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein.	(N)
(b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.13.2 following.	(N)
(c) Customers must subscribe to the Transport Payment Plan for the applicable services provided in this Contract Tariff.	(N)
(4) <u>Mergers and Acquisitions</u>	(N)
In the event the customer merges with another company or is acquired by another company, the following regulations will apply:	(N)
(a) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining the incentives provided under this Contract Tariff.	(N)
(b) The customer may continue subscribing to this Contract Tariff for the duration of the contract term provided that the customer continues the subscription as if it were a single entity prior to the merger or acquisition.	(N)
(c) The Company reserves the right to cancel the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.	(N)
(5) <u>Revenue Accumulation by Bill Period</u>	(N)
The customer's annual billed revenue and product suite annual revenue shall be accumulated beginning with the first bill period following the effective date of the customer's subscription to this Contract Tariff and ending with the last bill period prior to the customer's contract anniversary date.	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(6) <u>Tax Exclusions</u>	(N)
The incentives specified in this Contract Tariff will not be applied to taxes. Taxes will not be included when calculating the customer's annual minimum billed revenues and product suite annual minimum revenues.	(N) (N) (N) (N)
(7) <u>Existing Discount Plans</u>	(N)
The Contract Tariff incentives specified herein are in addition to credits given under existing pricing plans the customer may subscribe to in other Sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan, Channel Services Payment Plan, etc.).	(N) (N) (N) (N)
(8) <u>Performance Measures</u>	(N)
The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4 (service assurance warranty), Section 2.4.9 (service installation guarantee) and 25.13.1(G) (Service Level Agreement) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u>	(N)
Concurrent with the effective date of this Contract Tariff, a Service Level Agreement (SLA) as specified herein shall become effective and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein.	(N) (N) (N) (N)
The services for which this SLA applies are LightGate Service (a.k.a. BellSouth SPA Point to Point) and DS1 (a.k.a. BellSouth SPA DS1). All rate elements associated with these services are included in this SLA.	(N) (N) (N)
(1) <u>Minimum Annual Baseline Revenue</u>	(N)
In order for the customer to receive the remedies for any missed performance metric agreed to under this SLA, the customer must achieve minimum annual Baseline Revenue of \$5,248,000 for services specified in 25.13.1(C) of this Contract Tariff for the first contract term year. For the second contract term year, the customer's minimum annual Baseline Revenue will be equivalent to the revenue the customer actually achieves at the end of the first contract term year. Shortfall Penalty regulations specified in 25.13.1(F)(2)(b) will apply if the customer fails to achieve the minimum annual Baseline Revenue.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(2) <u>Performance Metrics and Measurement Methodology</u>	(N)
(a) The SLA Commitments, Performance Objectives and Total Revenue at Risk are shown in Chart A in 25.13.1(G)(6) and (7) following. The performance metrics that will be tracked and measured are shown below. The definitions are provided in (3) following.	(N) (N) (N) (N)
- Customer Desired Due Date (CDDD) Met	(N)
- Firm Order Confirmation (FOC) Receipt	(N)
- Mean Time to Repair (MTTR) Hours	(N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(2) Performance Metrics and Measurement Methodology (Cont'd)

(b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data under the Service Level Agreement (SLA) provided herein:

- The Company will utilize its monthly self-reported performance measurement data to determine performance metrics. The Company's self-reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company's calculation of its performance under this Contract Tariff shall be the sole determinate of the Company's obligation to provide a remedy for a missed performance metric. The Company will monitor data collection and calculation to ensure the integrity of self-reported results.
- Performance metrics and any applicable remedies will be calculated on a regional, state, or district level basis, as currently measured, and prorated to an MSA level.
- At the point that any MSA specific measurements are instituted, any applicable remedies will be converted to the MSA basis. Following implementation of MSA level measures, performance metrics and any applicable remedies will be calculated solely on an MSA basis. For example, Customer Desired Due Date (CDDD) and Mean Time to Repair (MTTR) performance data for a customer subscribing to this Contract Tariff in all of the Atlanta Network districts will be used for the Atlanta MSA until specific Atlanta MSA performance data is available.

(c) Neither the Company or the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of the customer or the Company's obligation(s) under this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay.

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(3) <u>Performance Metrics Definitions</u>	(N)
(a) <u>Customer Desired Due Date (CDDD)</u> :	(N)
This metric measures the percentage of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date.	(N)
- Exclusions: Test orders, disconnect orders, administrative orders, record orders, and orders that are not completed. (Orders are included in the month that they are completed).	(N)
- Business Rule: The number of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date, divided by total Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed. Orders coded with a Customer Not Ready (CNR) designation are considered an order where CDDD is met.	(N)
(b) <u>Firm Order Confirmation (FOC) Receipt</u>	(N)
This metric measures the percentage of the Company's FOCs, including electronic facility checks, within the specified timeframes. The FOC is a notice the Company returns to the customer in response to an Access Service Request (ASR), which confirms receipt of the ASR and that the ASR has been created with an assigned due date.	(N)
- Exclusions: Test orders, weekend and holiday hours (other than flow-through), weekend hours (midnight Friday through Midnight Sunday), holiday hours (midnight of the business day preceding the holiday to midnight of the holiday).	(N)
- Business Rule: The number of ASRs where the Company provides Firm Order Commitment to the customer within the required interval divided by the total number of ASRs where the Company is responsible for providing the Firm Order Commitment.	(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(3) <u>Performance Metrics Definitions</u> (Cont'd)	(N)
(c) <u>Mean Time to Repair (MTTR) Hours</u>	(N)
The average duration from the time the Company receives a trouble report to the time the Company clears a trouble. A service is considered to have a trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
- Exclusions: Troubles reported on Company official administrative lines; troubles closed due to Customer action; troubles reported by Company employees in the course of performing preventive maintenance, CPE troubles; or subsequent trouble reports where the initial trouble is pending; canceled trouble reports; troubles caused by customer negligence; troubles due to failure of equipment or systems provided by the customer or others; troubles during any period in which the Company is not afforded access to the premises where the service is terminated; troubles when the customer has released the service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the service during the time that was negotiated with the customer prior to the release of that service; troubles during periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis; troubles during periods of temporary discontinuance as set forth in 2.2.1(B) of this Tariff.	(N) (N)
- Business Rule: Total duration (in hours, tenths and hundreths) of all Special Access measured trouble reports, divided by the total number of all Special Access measured customer trouble reports. Calculated as referred out duration subtracted from actual duration. Time needed for delayed maintenance at the customer's request (e.g., for circuit monitoring purposes prior to trouble ticket closure) and no-access time is not included in the actual duration figure.	(N) (N)

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JANUARY 16, 2003

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-172

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Customer Obligations

In order to receive the performance remedies specified in this SLA,
the customer agrees to the following conditions:

- (a) The customer shall maintain minimum annual Baseline revenue of \$5,248,000 for the first year of this Contract Tariff in the MSAs specified in order for the customer to receive the remedies for any missed performance metric agreed to under this SLA. For the second year of this Contract Tariff, the minimum annual Baseline revenue will be equivalent to the revenue the customer actually achieves at the end of the first year of this Contract Tariff.
- (b) The customer shall maintain existing electronic system interfaces and processes for Access Service Request (ASR) initiation and trouble reporting.
- (c) The customer shall submit ASRs by 3:00 p.m. EST in order for the ASR to be processed the same business day. ASRs received after 3:00 p.m. EST shall be processed the next business day.

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.13 <u>Contract Tariff – No. 011</u> (Cont'd)	(N)
25.13.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(5) <u>Company Obligations</u>	(N)
(a) Should BellSouth fail to perform to the service levels detailed in Charts A and B in 25.13.1(G)(6) and (7) following, an SLA Performance Credit of up to 1% of the customers minimum annual Baseline Revenue specified in 25.13.1(G)(1) preceding, will be at risk provided the customer met the obligations detailed in 25.13.1(G)(4), preceding.	(N) (N) (N) (N) (N) (N)
(b) The Company will evaluate and calculate the performance objectives on a monthly basis. Any applicable SLA Performance Credit will be applied to the customer's account at the end of each contract term year, one month in arrears of the customer's contract anniversary date.	(N) (N) (N) (N) (N)
(c) The Monthly Revenue at Risk will be determined as follows: (Minimum Annual Baseline Revenue X 1%) divided by 12 = Monthly Revenue at Risk (\$5,248,000 X 1%) divided by 12 = \$4,373.33	(N) (N) (N) (N) (N)
(d) The following example illustrates how the Company will calculate the SLA Performance Credits using the Monthly Revenue at Risk above and data from Charts A and B in 25.13.1(G)(6) and (7) following. Example 1: For DS1 (a.k.a BellSouth SPA DS1) orders, CDDD attainment in the first month is 88%. The performance remedy for such month would be calculated as follows: (Monthly Revenue at Risk X Weighting) X Penalty = Monthly Remedy (\$4,373.33 X 25%) X 25% = \$273.33	(N) (N) (N) (N) (N) (N) (N) (N) (N)
(e) The Company will sum the SLA Performance Credits for each missed performance metrics to get each month's Total Monthly Performance Credit. The twelve-months Total Monthly Performance Credits will be credited to the customer's account one month in arrears of the customer's contract subscription anniversary date.	(N) (N) (N) (N) (N)

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25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(6) Performance Metrics – Provisioning Elements

Chart A below provides the weighting, performance targets, and penalties for the specified metric.

CHART A: Service Level Agreement (Provisioning Elements)			
SLA Commitment		Performance Objectives	Total At Risk=1% of MSA Baseline Billed Rev
Measure	Weighting	Performance Targets	Penalty
CDDD			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	25%	>= 90%	0%
		87.5 – 89.99%	25%
		85 – 87.49%	50%
		<85%	100%
DS1 (a.k.a. BellSouth SPA DS1)	25%	>= 95%	0%
		92.5 – 94.99%	25%
		90 – 92.49%	50%
		<90%	100%
FOC Receipt			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	10%	>= 85%	0%
within 120 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%
DS1 (a.k.a. BellSouth SPA DS1)	10%	>= 85%	0%
within 48 hrs		82.5 – 84.99%	25%
		80 – 82.49%	50%
		<80%	100%

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics – Maintenance Elements

Chart B below provides the weighting, performance targets, and penalties for the specified metric:

Chart B: Service Level Agreement (Maintenance Elements)			
SLA Commitment		Performance Objectives	Total At Risk=1% of MSA Baseline Billed Rev
Measure	Weighting	Performance Target	Penalty
MTTR			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	15%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%
DS1 (a.k.a. BellSouth SPA DS1)	15%	<=4.0 hrs.	0%
		4.1 – 4.17 hrs.	25%
		4.18 – 4.25 hrs.	50%
		>4.25 hrs.	100%

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ACCESS TARIFFS
 25 – Contract Tariffs (Cont'd)

25.13 Contract Tariff – No. 011 (Cont'd)

25.13.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

- (1) Table 1 below provides the annual minimum-billed revenue volumes and the Annual Incentives. The customer must achieve each year's minimum-billed revenue in order to receive an Annual Incentive, which is applied to the incremental revenue that exceeds the annual minimum-billed revenue. Revenue exceeding the maximum revenue will not be eligible for an Annual Incentive or Product Suite Annual Incentive. Section 25.13.1(F)(1)(d), preceding, provides examples of how incentives in the following tables are determined.

Table 1	Annual Minimum Billed Revenue Volumes (\$000)	
	Year 1	Year 2
Minimum Revenue Volumes	\$5,982	\$6,820
(%) Annual Incentives		
1.5%	> \$5,982 - 6,282	> \$6,820 - 7,161
2.5%	> 6,282 - 6,581	> 7,161 - 7,502
3.5%	> 6,581 - 6,880	> 7,502 - 7,843
Maximum Revenues	\$6,880	\$7,843

- (2) Table 2 below provides the product suite and the product suite total annual minimum revenues. The customer must achieve each year's total annual minimum revenue* in order to receive a Product Suite Annual Incentive, which is equivalent to the dollar amount the customer is awarded for the Annual Incentive as specified in 25.13.2(A)(1) above.

Table 2	Product Suite Annual Minimum Revenues (\$000)	
	Year 1	Year 2
Product Suite		
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	\$ 2,220	\$ 2,552
DSL (a.k.a. BellSouth SPA DSL)	3,170	3,645
*Total Annual Minimum Revenues	\$ 5,390	\$ 6,198

- (3) Table 3 below provides the products eligible for a Product Level Quarterly Incentive. The Product Level Quarterly Incentive is applied on the monthly-billed revenue for these products and awarded on a quarterly basis.

Table 3	Quarterly Product Level Incentive	
	Year 1	Year 2
LightGate svc.(a.k.a. BellSouth SPA Point to Point)	2%	2%
DSL (a.k.a. BellSouth SPA DSL)	2%	2%

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(N)

26 – BELLSOUTH SWA CONTRACT TARIFFS

(N)

26.1 BellSouth SWA Contract Tariff No. 2002-01

(N)

26.1.1 General Regulations

(N)

- (A) The start date of BellSouth SWA Contract Tariff No. 2002-01 is the first bill period following subscription to this contract tariff. (N)
(B) BellSouth SWA Contract Tariff No. 2002-01 shall terminate on July 22, 2007. (N)
(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: (N)
(1) Montgomery, Alabama (N)
(2) Jacksonville, Florida (N)
(3) Miami/Ft. Lauderdale/Hollywood, Florida (N)
(4) Orlando, Florida (N)
(5) Panama City, Florida (N)
(6) Atlanta, Georgia (N)
(7) Columbus, Georgia (N)
(8) LaFayette, Louisiana (N)

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

- (D) A customer that is similarly situated may subscribe within a period of thirty (30) days following the effective date of BellSouth SWA Contract Tariff No. 2002-01. (N)

26.1.2 Subscription Conditions

(N)

- (A) To subscribe to BellSouth SWA Contract Tariff No. 2002-01, 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: (N)
(1) BellSouth SWA Contract Tariff Number (N)
(2) Start and termination date of BellSouth SWA Contract Tariff (N)
(3) Customer's Name and Billing Address (N)
(4) Billing Account Number the credit will be applied (N)
(5) Access Customer Name Abbreviations (ACNAs) and Customer Identifications Codes (CICs) to be included in the BellSouth SWA Contract Tariff (N)
(6) BellSouth SWA Contract Tariff term (i.e., 36, 48 or 60 months) (N)
(7) MSAs included in the BellSouth SWA Contract Tariff (N)
(8) Minimum Usage Discount Table (N)

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(N)

26 – BELLSOUTH SWA CONTRACT TARIFFS

(N)

26.1 BellSouth SWA Contract Tariff No. 2002-01 (Cont'd)

(N)

26.1.2 Subscription Conditions (Cont'd)

(N)

(B) To subscribe to BellSouth SWA Contract Tariff No. 2002-01, the customer must have been a BellSouth SWA customer for the previous 18-months.

(N)
(N)

(C) When the customer subscribes to BellSouth SWA Contract Tariff No. 2002-01, 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. 2002-01.

(N)
(N)
(N)
(N)

(D) The customer must be the billing responsible party for all BellSouth SWA billing elements associated with the ACNAs and CICs included in BellSouth SWA Contract No. 2002-01.

(N)
(N)
(N)

(E) 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 26.1.3 following.

(N)
(N)
(N)

(F) A customer subscribing to BellSouth SWA Contract Tariff No. 2002-01 may not subscribe to any other BellSouth SWA Contract Tariff that contains services as set forth in (G) following.

(N)
(N)
(N)

(G) The following BellSouth SWA services, provided in the MSAs as described in 26.1.1(C) preceding, will be used in determining the BellSouth SWA revenues that are eligible to receive the volume discount based on the established minimum local switching usage.

(N)
(N)
(N)
(N)

- BellSouth SWA Common Transport Service
 - Facility Termination, per minute of use
 - Per Mile, per minute of use
 - DS3 to DS1 Multiplexer, per minute of use
 - DS1 to VG Multiplexer, per minute of use

(N)
(N)
(N)
(N)
(N)

- Access Tandem Switching
 - Dedicated Tandem Trunk Port Service
 - Per DS0/VG trunk port required
 - Per DS1 trunk port required
 - DS1 to VG Channelization

(N)
(N)
(N)
(N)
(N)

- Local Switching
 - Local Switching 1
 - Local Switching 2
 - Local Switching 3
 - Local Switching 4
 - Common Trunk Port Service

(N)
(N)
(N)
(N)
(N)

- Per each Common Transport trunk termination, per minute of use
 - Dedicated End Office Trunk Port Service
 - Per DS0/VG trunk port required
 - Per DS1 trunk port required

(N)
(N)
(N)
(N)
(N)

(H) 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 26.1.5(B) following.

(N)
(N)
(N)
(N)

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(N)

26 – BELLSOUTH SWA CONTRACT TARIFFS

(N)

26.1 BellSouth SWA Contract Tariff No. 2002-01 (Cont'd)

(N)

26.1.2 Subscription Conditions (Cont'd)

(N)

(I) Cancellation of BellSouth SWA Contract Tariff No. 2002-01

(N)

- (1) Except as set forth in (3) following, during the term period of BellSouth SWA Contract Tariff No.2002-01, a customer may cancel this BellSouth SWA Contract Tariff and subsequently subscribe to another BellSouth SWA Contract Tariff only one time.

(N)

(N)

(N)

(N)

- (2) Cancellation of BellSouth SWA Contract Tariff No. 2002-01 and subscription to another BellSouth SWA Contract Tariff is allowed only on the anniversary date of BellSouth SWA Contract Tariff No. 2002-01 and upon meeting one of the following conditions:

(N)

(N)

(N)

(N)

- (a) During the first year of BellSouth SWA Contract Tariff No. 2002-01, the local switching usage achieved is 10 percent below the minimum usage;

(N)

(N)

(N)

- (b) During the remaining years of BellSouth SWA Contract Tariff No. 2002-01, the local switching usage is below the minimum usage.

(N)

(N)

- (c) Local switching usage exceeds the discount usage cap.

(N)

- (d) Customer adds CIC codes that are desired to become part of the volume discount contract tariff.

(N)

(N)

- (3) During the term period of BellSouth SWA Contract Tariff No.2002-01, a customer may cancel and subscribe to another Contract Tariff if Switched Access Pricing Flexibility is allowed in additional MSAs and the customer desires to participate.

(N)

(N)

(N)

(N)

- (a) Cancellation of and subscription to another BellSouth SWA Contract Tariff is allowed only on the anniversary date of BellSouth SWA Contract Tariff No. 2002-01;

(N)

(N)

(N)

- (b) The term of the new Contract Tariff will be the remaining years of BellSouth SWA Contract Tariff No. 2002-01.

(N)

(N)

- (J) Rates and charges for the BellSouth SWA services included in BellSouth SWA Contract Tariff No. 2002-01 are as set forth in Section 6 of this 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)

26.1.3 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. 2002-01.

(N)

(N)

- (2) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining volume discounts provided under BellSouth SWA Contract Tariff No. 2002-01.

(N)

(N)

(N)

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(N)

26 – BELLSOUTH SWA CONTRACT TARIFFS

(N)

26.1 BellSouth SWA Contract Tariff No. 2002-01 (Cont'd)

(N)

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

(N)

(A) (Cont'd)

(N)

- (3) The customer may continue subscribing to BellSouth SWA Contract Tariff No. 2002-01 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. 2002-01 shall be terminated.

(N)
(N)
(N)
(N)

26.1.4 BellSouth SWA Revenue Volume Discounts

(N)

- (A) Each year of BellSouth SWA Contract Tariff No. 2002-01 is defined as twelve (12) consecutive bill periods. For purposes of calculating the BellSouth SWA volume discounts, month 1 is the bill period after the beginning date of BellSouth SWA Contract Tariff No. 2002-01. For example, if the beginning date of BellSouth SWA Contract Tariff No. 2002-01 is June 6, 2002 bill period, then month 1 for purposes of calculating the BellSouth SWA volume discounts will be the July 6, 2002 bill period.

(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 BellSouth SWA Contract Tariff No. 2002-01. During the second month following the end of each year of the BellSouth SWA Contract Tariff No. 2002-01, the BellSouth SWA volume discounts will be applied via a credit to the customer's bill.

(N)
(N)
(N)
(N)
(N)
(N)

- (C) True-up provisions will be made during the first quarter after the termination date of BellSouth SWA Contract No. 2002-01.

(N)
(N)

- (D) The BellSouth SWA volume discounts are applicable to the usage sensitive and recurring revenues of the BellSouth SWA services as set forth in 26.1.2(G) preceding.

(N)
(N)
(N)

- (E) The BellSouth SWA volume discounts specified in BellSouth SWA Contract Tariff No. 2002-01 will not be applied to taxes and nonrecurring BellSouth SWA revenues.

(N)
(N)
(N)

- (F) The BellSouth SWA services to which the volume discounts provided under BellSouth SWA Contract Tariff No. 2002-01 apply shall only be subject to service assurance warranty regulations specified in 2.4.4(B) of this Tariff.

(N)
(N)
(N)
(N)

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26 – BELLSOUTH SWA CONTRACT TARIFFS

26.1 BellSouth SWA Contract Tariff No. 2002-01 (Cont'd)

26.1.5 BellSouth SWA Contract Tariff No. 2002-01 Volume Discount Plan

- (A) BellSouth SWA Contract Tariff No. 2002-01 provides for annual volume discounts based upon annual local switching minutes of use (MOU) above a stated minimum usage for the MSAs as set forth in 26.1.1(C) preceding. Annual volume discounts will be determined by the local switching usage volume and the year of the contract in which the local switching usage volume is achieved.
- (B) The minimum 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:

Minimum Usage (MOU)	Usage Ranges (MOU)	Volume Discount Percentages				
		Year 1	Year 2	Year 3	Year 4	Year 5
3,385,697,632	3,385,697,632 – 3,453,411,585	7%	-	-	-	-
	>3,453,411,585 – 3,724,267,396	10%	15%	20%	-	-
	>3,724,267,396 – 4,401,406,922	15%	20%	25%	30%	35%

- (C) The annual local switching usage included in BellSouth SWA Contract Tariff No. 2002-01 eligible for volume discount is determined by subtracting the minimum usage from the achieved local switching usage for each year.
- (D) Dividing the annual local switching usage eligible for volume discount for a given year of BellSouth SWA Contract Tariff No. 2002-01 by the minimum local switching usage will develop the usage factor.
- (E) A usage factor (greater than zero) will be applied to the eligible BellSouth SWA revenue generated by the BellSouth SWA services identified in 26.1.2(G) preceding. This calculation produces the annual revenue eligible for discount.
- (F) The discount percent achieved, as set forth in (B) preceding, is based upon the minimum usage required, the usage factor achieved and the term year.
- (G) The volume discount received for a given year under BellSouth SWA Contract Tariff No. 2002-01 is determined by multiplying the eligible BellSouth SWA revenue times the discount factor achieved.

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26 – BELLSOUTH SWA CONTRACT TARIFFS (N)

26.1 BellSouth SWA Contract Tariff No. 2002-01 (Cont'd) (N)

26.1.5 BellSouth SWA Contract Tariff No. 2002-01 Incentive Plan Cont'd) (N)

(H) Following is an example of how the annual BellSouth SWA volume discount will be determined. (N)

BellSouth SWA Contract Tariff No. 2002-01 Volume Discount Calculation (N)

Customer Information (N)

Customer subscribed to a five year BellSouth SWA Contract Tariff No. 2002-01 and is in the 4th year of the contract term. The customer's local switching minimum usage is 5,000,000,000 minutes of use. The annual local switching usage for year 4 is 5,750,000,000 minutes of use and the eligible BellSouth SWA revenues for year 4 is \$25,000,000. (N)

Year 4 Usage Eligible for Discount = Year 4 Usage - Minimum Usage (N)

= 5.75B MOU - 5B MOU (N)

= 750M MOU (N)

Year 4 Usage Factor = $\frac{\text{Year 4 Annual Usage}}{\text{Minimum Usage}}$ (N)

= $\frac{750M \text{ MOU}}{5B \text{ MOU}}$ (N)

= .15 (N)

Year 4 Revenue Eligible for Discount = Year 4 Usage Factor X Year 4 eligible BellSouth SWA Revenue (N)

= .15 X \$25,000,000 (N)

= \$3,750,000 (N)

Year 4 Volume Discount = Year 4 Revenue Eligible for Discount X Discount Factor (N)

= \$3,750,000 X .30 (N)

= \$1,125,000 (N)

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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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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)

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(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.

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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.

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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 (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.).

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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EFFECTIVE: FEBRUARY 21, 2003

ACCESS SERVICE

(N)

27 – RESERVED FOR FUTURE USE

(N)

EFFECTIVE: DECEMBER 10, 2002

ACCESS SERVICE

28 – Digital Subscriber Line Access Services

The Telephone Company will provide two types of Digital Subscriber Line Access Service: BellSouth ADSL service as described in 7.2 preceding and BellSouth® Enterprise DSL service as described following. Central Office availability for Digital Subscriber Line Access Services is as specified in the National Exchange Carrier Association (N.E.C.A.) Tariff, F.C.C No. 4.

The regulations, rates and charges specified in this tariff for BellSouth® Enterprise DSL service are in addition to applicable regulations, rates and charges specified in this and/or other Tariffs of the Telephone Company, but do not include any regulations, rates or charges which may be applied or charged to the end-user by the customer.

28.1 BellSouth® Enterprise DSL Service

28.1.1 Service Description

BellSouth® Enterprise DSL service is intended as a wholesale offering that is made available to Network Service Providers for provision of high-speed data service to their customers, and provides, subject to terms and conditions set forth herein, for the ability to establish Connections and Virtual Circuits (VC) between two customer-designated locations.

- (A) A BellSouth® Enterprise DSL service Connection may be established between an end-user premises location designated by NSPs, including Internet/Intranet Service Providers (ISP), Competitive Local Exchange Companies (CLEC), etc., hereinafter referred to as customer, and the customer's designated BellSouth Exchange Access Asynchronous Transfer Mode Service (XAATMS) or Managed Shared Asynchronous Transfer Mode Service (MSATMS) location. The Connection provides transport of BellSouth EDSL VCs between the NID at the customer-designated, end-user's premises, and the customer-designated BellSouth XAATMS or MSATMS location. BellSouth® Enterprise DSL service Connections are provided at various, optional, data rates, as specified following.

(1) Connection Data Rates

<u>Downstream</u>	<u>Upstream</u>
(a) 512 Kbps	512 Kbps
(b) 768 Kbps	768 Kbps
(c) 1.024 Mbps	1.024 Mbps
(d) 1.536 Mbps	1.536 Mbps

- (2) The customer must designate the XAATMS or MSATMS location where BellSouth® Enterprise DSL service Connections will be directed. The customer's dedicated transport must be terminated in the same BellSouth XAATMS or MSATMS location, with the BellSouth XAATMS or MSATMS port enabled for Unspecified Bit Rate (UBR) transmission. Both the end-user and the customer's designated premises must be in the same Local Access and Transport Area (LATA).
- (3) Provision of a BellSouth® Enterprise DSL service Connection also requires provision of an associated Virtual Circuit (VC) between an end-user premises location designated by customer and the customer's location.

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28 – Digital Subscriber Line Services (N)

28.1 BellSouth® Enterprise DSL service (Cont'd) (N)

28.1.1 Service Description (Cont'd) (N)

- (B) A VC is established as an overlay of a combination of services, (N)
including a BellSouth® Enterprise DSL service, Connection, between the (N)
customer's designated end-user premises and the customer's designated (N)
location, by mapping of a VC through the Telephone Company's network to (N)
a BellSouth XAATMS or MSATMS-terminated dedicated transport, as (N)
specified by the customer and described in section 28.1.6. (N)

(1) VC Data Rates (N)

<u>Downstream</u>	<u>Upstream</u>	(N)
(a) 512 Kbps	512 Kbps	(N)
(b) 768 Kbps	768 Kbps	(N)
(c) 1.024 Mbps	1.024 Mbps	(N)
(d) 1.536 Mbps	1.536 Mbps	(N)

Provision of a BellSouth® Enterprise DSL service, Connection is also (N)
required for the provision of an associated VC. VC data rate must (N)
equal the Connection data rate. Actual end-to-end VC data rate achieved (N)
may be affected by factors such as loop length and shared facilities in (N)
the Telephone Company network. (N)

- (C) A QoS category has been established to support definition of customer (N)
applications. When associated with a BellSouth® Enterprise DSL service, (N)
VC, a QoS designation is a parameter that defines the transfer (N)
characteristics of a customer's VC data traffic as it is transported (N)
through the Telephone Company's network. BellSouth® Enterprise DSL (N)
service supports the following type of QoS service category: (N)

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ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.1 Service Description (Cont'd)

(C) (Cont'd)

(1) Unspecified Bit Rate, Plus (UBR+)

As used with BellSouth® Enterprise DSL service, the term UBR+ denotes a Minimum Cell Rate (MCR), or minimum data rate, equal to 25% of the customer-specified VC data rate, that will be maintained on a per VC basis.

(D) Although BellSouth® Enterprise DSL service requires a two-wire metallic loop as specified in BellSouth Technical Reference Publication TR73624, the design, maintenance and operation of BellSouth® Enterprise DSL service contemplates combinations of technologies utilized in the provision of service, including g.991.2 ITU Specification Symmetric High-speed Digital Subscriber Line (g.SHDSL) technology. Service inquiries will be necessary to determine availability. If new equipment/facilities or changes to existing facilities are required for the provision of this service, other than simple exchange line rearrangement, the regulations, rates and charges for special construction are set forth in BellSouth's Tariff F.C.C. No. 2 and are in addition to the regulations, rates and charges specified in this tariff.

(E) The customer-specified Connection data rate will be that data rate as measured between the SHDSL Transceiver Unit – Central Office (STU-C) and the Network Interface Device (NID) located at the customer-designated end-user premises by the Telephone Company's element manager or portable test equipment, in lieu of a data-rate obtained by any other means. As used with BellSouth Enterprise DSL service, a NID denotes an arrangement at the point of physical demarcation between the Telephone Company's facilities and the end-user or customer premises, isolating inside wiring and customer premises equipment (CPE) from the Telephone Company's network. The STU-C is often housed in a Digital Subscriber Line Access Multiplexer (DSLAM), which may be housed in a Telephone Company Central Office or a Remote Terminal (RT) location. The NID is typically located at the end-user premises.

The customer-specified VC data rate will be that data rate as measured between the SHDSL Transceiver Unit – Central Office (STU-C) and the customer's designated BellSouth XAATMS or MSATMS location by the Telephone Company's element manager or portable test equipment, in lieu of a data-rate obtained by any other means. The STU-C is often housed in a Digital Subscriber Line Access Multiplexer (DSLAM), which may be housed in a Telephone Company Central Office or a Remote Terminal (RT) location.

(F) BellSouth® Enterprise DSL service is furnished where suitable facilities are available as determined by the Telephone Company. BellSouth® Enterprise DSL service Central Office availability will be as specified in the National Exchange Carriers Association (N.E.C.A.) F.C.C. Tariff No. 1, Office Type Code T9.

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ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.1 Service Description (Cont'd)

- (G) The movement of data in a direction toward the end-user premises from its normal Serving Wire Center (SWC) is defined as the downstream direction. The movement of data in a direction away from the end-user premises, toward its normal SWC, is defined as the upstream direction. (N)
- (H) The responsibility of the Telephone Company shall be limited to the furnishing and maintenance of BellSouth® Enterprise DSL service, generally between the end-user premises Network Interface Device (NID) and the customer's designated BellSouth XAATMS or MSATMS location, in a manner proper for the furnishing of such service. BellSouth® Enterprise DSL service, Connections and VCs may not be directed to another BellSouth® Enterprise DSL service, Connection, to form a single point-to-point arrangement. (N)
- (1) The Telephone Company shall not be responsible for installation, operation, or maintenance of any terminal equipment or communications system provided by a customer or end-user. Where such equipment or system is connected to Telephone Company facilities the responsibility of the Telephone Company shall be limited to furnishing BellSouth® Enterprise DSL service in accordance with the terms and conditions as set forth in this tariff. The Telephone Company shall not be responsible for: (N)
- (a) the transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or (N)
- (b) the reception of signals by such equipment or systems, or (N)
- (c) damage to a terminal or computer equipment or communications system provided by a customer or end-user due to testing. (N)
- (2) The Telephone Company shall not be responsible to the customer or end-user if changes in any Telephone Company facilities, operations, or procedures utilized in the furnishing of BellSouth® Enterprise DSL service render any facilities or equipment provided by a customer or end-user obsolete, or require modification or alteration of such equipment or system, or otherwise affects its use or performance. It is expressly declared that metallic facilities are in a continually decreasing supply and that the Telephone Company does not hold itself in a position to warrant their availability. Should Telephone Company initiated changes occur that render the local exchange facility incapable of transporting BellSouth® Enterprise DSL service, the Telephone Company will not be required to continue the BellSouth® Enterprise DSL service, and the customer will not be liable for any Termination Liability Charges (TLC). (N)

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ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.1 Service Description (Cont'd)

(H) (Cont'd)

- (3) The Telephone Company undertakes to maintain and repair the facilities, which it furnishes. The customer or end-user may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Telephone Company without prior written consent of the Telephone Company.

- (I) The customer is responsible for installation and/or testing of customer or end-user premises equipment or facilities to ensure that when connected to BellSouth® Enterprise DSL service such end-user premises equipment or facilities operate properly.

- (1) The customer shall or arrange for the end-user to cooperatively test with the Telephone Company as may be necessary.

- (2) It shall be the responsibility of the customer and/or end-user to ensure the continuing compatibility of Customer Premises Equipment (CPE) at the end-user premises. The customer and/or end-user shall be responsible for any expenses incurred for required changes to customer and/or end-user equipment or facilities in order to make and maintain such equipment or facilities compatible with BellSouth® Enterprise DSL service.

(J) Technical Specifications Package

Service specifications for BellSouth® Enterprise DSL service are contained in Technical Reference TR-73624.

- (K) Alternate Use, special facilities routing, channel interface/network channel codes, design changes and design layout report are not available with BellSouth Enterprise DSL service.

- (L) BellSouth® Enterprise DSL service will be available in Telephone Company Central Offices as indicated in NECA Tariff F.C.C. No. 4. As specified in 28.1.4(A)(1)(c), a Service Inquiry will be necessary to determine availability.

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ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

(N)

28.1 BellSouth® Enterprise DSL service (Cont'd)

(N)

28.1.2 Acceptance Testing

(N)

- (A) For BellSouth® Enterprise DSL service, Connections and VCs at data rates specified by the customer, acceptance tests will include testing for synchronization of downstream and upstream transmissions between the end-user NID and the STU-C, verification that the customer-specified Connection data rate can be achieved at the end-user's NID and that the customer's specified QoS is provisioned.

(N)

(N)

(N)

(N)

(N)

(N)

28.1.3 Payment Arrangements and Credit Allowances

(N)

- (A) For BellSouth® Enterprise DSL service, any period during which the data rate is below that specified for the Connection or VC rate elements will be considered as an interruption. Application of credits for service outages of BellSouth® Enterprise DSL service will be calculated as follows:

(N)

(N)

(N)

(N)

(N)

- (1) The customer shall be credited after an interruption of thirty minutes or more at the rate of 1/1440 of the monthly recurring rate, for each period of thirty minutes or major fraction thereof that the interruption continues, for each BellSouth® Enterprise DSL service Connection and/or VC affected. The customer must report the outage, prior to its repair, in order to qualify for service outage credit.

(N)

(N)

(N)

(N)

(N)

(N)

- (a) Service outage credit must be requested within thirty days of occurrence before it will be provided.

(N)

(N)

- (b) A credit allowance will not apply for service outages under conditions specified in 2.4.4(C) preceding and/or during periods of preventative maintenance/software upgrade activities.

(N)

(N)

(N)

- (B) BellSouth® Enterprise DSL service, Connections, are eligible for treatment under terms of the Service Installation Guarantee as specified in 2.4.9.

(N)

(N)

(N)

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ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.4 Ordering Options

An order for the Telephone Company's BellSouth Enterprise DSL service must be submitted in a manner designated by the Telephone Company. Receipt of an appropriate logon and password is required to access the ordering system(s). Ordering, Maintenance, NSP logon and password information may be obtained by choosing "Get Started" at the following website:
http://www.bellsouth.com/broadband/dsl_solutions/discover.

The customer must place an electronic (Internet or "web-based" interface) order utilizing a Telephone Company-specified order and response system to request BellSouth Enterprise DSL service Connections and VCs be provisioned to a customer-designated end-user premises. The Telephone Company-specified electronic order and response system allows a BellSouth Enterprise DSL service customer to place orders and receive response from the Telephone Company about a request for service. A customer identification and password for access to the appropriate order and response system(s) are obtained as specified preceding.

(A) Ordering Conditions

- (1) The customer shall provide all information necessary for the Telephone Company to provide and bill for the BellSouth Enterprise DSL service, including, but not limited to:

- Customer name and address(es)
- Customer billing name and address (when different from customer name and address)
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.
- Customer electronic mail address
- Network Service Provider (NSP)
- Type of request
- BellSouth XAATMS, MSATMS information
- Circuit identification of the transport facility between the customer's premises and its designated serving wire center
- Virtual Path Identifier (VPI) and Virtual Channel Identifier (VCI)
- End-user VPI and VCI
- End-user's premises address
- Requested Due Date
- Requested Connection data rate

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ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.4 Ordering Options (Cont'd)

(A) Ordering Conditions (Cont'd)

(1) (Cont'd)

- (a) A customer may request a modification of a BellSouth® EDSL service order at any time prior to the due date. The Telephone Company will make every effort to accommodate the requested modification when it is able to do so with the normal work force assigned to complete such a modification within normal business hours, without charge. Customer-requested modifications that cannot be completed prior to the due date will require a service date change and may be subject to additional charges as specified in 28.2.5.1 following.
- (b) The day upon which the customer has provided to the Telephone Company a firm commitment for the service and complete and accurate information to allow for the processing of the order is the Application Date.
- (c) A Service Inquiry will be necessary to determine availability. 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.

28.1.5 Order Modification

28.1.5.1 Service Date Change

When the customer:

- (1) Indicates, prior to the current due date, that service cannot be accepted for a period not to exceed thirty calendar days, no charge will apply.
- (2) Requests, prior to the current due date, a different due date that is greater than thirty days but sixty or fewer days after the original due date, the order will be cancelled and reissued without charge. A request to change the due date to a due date greater than sixty days after the original due date will be denied.
- (3) Requests, on the current due date, a different due date, or fails to notify the Telephone Company of a customer-initiated due date change prior to the due date, a charge equal to 50 percent of the nonrecurring charges appropriate for installation of affected BellSouth® EDSL service rate elements will apply.

Due date changes on or after the current due date that are initiated by the Telephone Company for reasons such as unavailability of facilities, labor difficulties, governmental orders, civil commotions, criminal actions against the Telephone Company, acts of God, war or other circumstances beyond the Telephone Company's control, will not require payment of this charge.

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ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.5.2 Design Modification

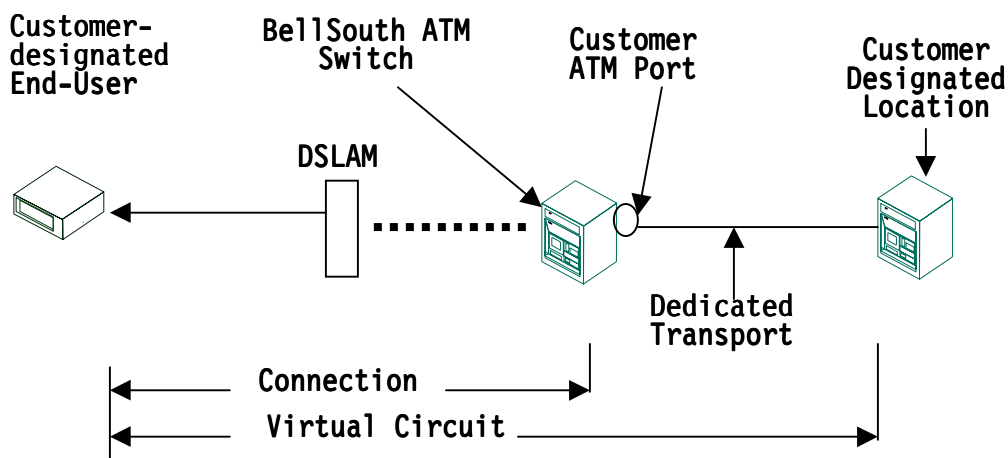
BellSouth Enterprise DSL service elements are non-designed and the customer may not request a design change.

28.1.5.3 Order Cancellation

When a customer cancels an order for BellSouth® Enterprise DSL service, prior to the due date, no charges apply. When a customer cancels an order for BellSouth® Enterprise DSL service on the due date, a charge equal to the sum of all nonrecurring charges appropriate for installation of affected BellSouth® Enterprise DSL service rate elements will apply.

28.1.6 Service Configuration

The following diagram illustrates a BellSouth Enterprise DSL service, connecting two customer-designated locations, within a LATA.



Applicable rate elements are:

- BellSouth Enterprise DSL service, Connection
- BellSouth Enterprise DSL service, Virtual Circuit
- BellSouth XAATMS or MSATMS Rate Elements (ATM Port)
- Dedicated Transport Rate Elements (DS1, DS3, etc.)

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ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

(N)

28.1 BellSouth® Enterprise DSL service (Cont'd)

(N)

28.1.7 Rate Regulations

(N)

BellSouth® Enterprise DSL service recurring rates and nonrecurring charges are subject to Telephone Company initiated change. Rate elements for which customer-specified commitment periods in excess of one month are available are exempt from Telephone Company initiated rate increases prior to expiration of the customer-specified commitment and commitment period. Rate increases will be applicable to all other rate elements upon Commission approval.

(N)

(N)

(N)

(N)

(N)

(N)

28.1.7.1 Nonrecurring Charges

(N)

- (A) Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for BellSouth® Enterprise DSL service are: Installation of Service, Service Rearrangements and Transfer of Responsibility. Nonrecurring charges apply as specified in 28.1.10 following.

(N)

(N)

(N)

(N)

(N)

(N)

28.1.7.2 Recurring Rates

(N)

- (A) Recurring rates are monthly rates that apply each month or fraction thereof that a BellSouth® Enterprise DSL service, Connection or VC is provided. For billing purposes, each month is considered to have 30 days. Monthly rates apply as specified in 28.1.10 following.

(N)

(N)

(N)

(N)

- (B) A monthly recurring rate will be billed to the customer for each BellSouth® Enterprise DSL service, Connection established to an end-user premises. The monthly rate for Connections at a data rate option specified in 28.1.1(A)(1)(a) through (d) will be determined by the commitment period designated by the customer.

(N)

(N)

(N)

(N)

(N)

In addition to month-to-month (MTM) rates, customer-selected commitment periods of from 12 to 23 months, and 24 months or greater, are available for a BellSouth® Enterprise DSL service, Connection at optional data rates specified in 28.1.1(A)(1)(a) through (d). When the customer requests a BellSouth® Enterprise DSL service, Connection, the customer must designate to the Telephone Company the commitment and optional commitment period desired, e.g. a commitment of 20 months and a 12 to 23 month commitment period. Upon completion of a customer-designated commitment and commitment period equal to or greater than 12 months, the customer may select a new commitment and commitment period equal to or greater than 12 months, at rates available for new service, or revert to rates available for new service on a month-to-month basis.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

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28 – Digital Subscriber Line Service (Cont'd) (N)

28.1 BellSouth® Enterprise DSL service (Cont'd) (N)

28.1.7 Rate Regulations (Cont'd) (N)

28.1.7.3 Renewals (N)

- (A) Prior to completion of a commitment period, customer may replace the existing commitment and commitment period with a currently offered commitment and commitment period having a length equal to or longer than the time remaining in the existing arrangement. The appropriate rates will be as if for new service. Nonrecurring charges will not be re-applied for these renewals, and no credit will be provided for payments made during the formerly selected period. Changes to a commitment or commitment period with a length shorter than the existing arrangement will result in application of termination liability charges as specified in 28.1.7.5 following. Recognition of previous service will not be a factor in determination of rates appropriate for a renewed arrangement. (N)

28.1.7.4 Moves (N)

- (A) When an end-user changes premises, a move charge applies for each BellSouth® Enterprise DSL service Connection(s) and VC(s) re-established to an end-user's new premises as designated by the customer. This charge is equal to the sum of all the nonrecurring charges applicable for a new installation of BellSouth® Enterprise DSL service. If a BellSouth® Enterprise DSL service Connection and VC is not available at the new end-user premises, the move request will be treated as a discontinuance of service at the old premises and the customer will remain responsible for satisfying minimum period obligations. A service inquiry is required to determine service availability at the end-user's new premises. (N)

EFFECTIVE: DECEMBER 10, 2002

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.7 Rate Regulations (Cont'd)

28.1.7.5 Termination Liability Charge

A Termination Liability Charge (TLC) is applicable for a BellSouth® Enterprise DSL service Connection provided at optional data rates specified in 28.1.1(A)(1)(a) through (d), on a per Connection basis, that is disconnected prior to completion of the appropriate minimum service period as specified in 28.1.8.

(A) For BellSouth® Enterprise DSL service Connections provided at optional data rates specified in 28.1.1(A)(1)(a) through (d), that are provided on a month-to-month basis but are disconnected prior to completion of the minimum service period specified in 28.1.8, the TLC is equal to the number of minimum service period months, less the number of months completed service, multiplied by the appropriate Connection monthly rate for the Connection to which the customer subscribed. This TLC will not exceed the monthly rate for the Connection to which the customer subscribed, multiplied by the minimum service period months as specified in 28.1.8.

(B) The TLC for a BellSouth® Enterprise DSL service Connection at data rates specified in 28.1.1(A)(1)(a) through (d) having a customer-selected commitment period equal to or greater than 12 months, but disconnected prior to completion of the commitment and prior to completion of 12 months service, is equal to:

Data Rate	Commitment Period of:	
	From 12 To 23 Months	24 Months Or More
512 x 512 Kbps	\$200.00	\$400.00
768 x 768 Kbps	\$200.00	\$400.00
1.024 x 1.024 Mbps	\$200.00	\$400.00
1.536 x 1.536 Mbps	\$200.00	\$400.00

(C) The TLC for a BellSouth® Enterprise DSL service Connection at data rates specified in 28.1.1(A)(1)(a) through (d) having a customer-selected commitment period equal to or greater than 24 months, but disconnected prior to completion of the commitment, prior to completion of 24 months service and subsequent to completion of 12 months service, is equal to:

Data Rate	Commitment Period of:
	24 Months Or More
512 x 512 Kbps	\$200.00
768 x 768 Kbps	\$200.00
1.024 x 1.024 Mbps	\$200.00
1.536 x 1.536 Mbps	\$200.00

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1ST REVISED PAGE 28-13
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EFFECTIVE: APRIL 1, 2003

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.7 Rate Regulations (Cont'd)

28.1.7.5 Termination Liability Charge (Cont'd)

(D) TLC does not apply if:

- (1) A customer cannot synchronize its terminal equipment with BellSouth® Enterprise DSL service equipment;
- (2) A customer requests a change from the current BellSouth® Enterprise DSL service Connection optional data rate to a Connection having a higher optional data rate. However, a new minimum service period as specified in 28.1.8 following greater than or equal to the current minimum service period, and rates appropriate for the Connection's new optional data rate as specified in 28.1.9 following will apply. (C)
- (3) A customer requests a change from the current BellSouth® Enterprise DSL service Connection optional data rate to a Connection having a lesser optional data rate. If the request is the result of a failure to achieve the subscribed optional data rate, and that failure is determined by the Telephone Company to have been caused by its network, and that the subscribed optional data rate can not be restored by the Telephone Company.

EFFECTIVE: DECEMBER 10, 2002

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.7 Rate Regulations (Cont'd)

28.1.7.5 Termination Liability Charge (Cont'd)

(D) TLC does not apply if: (Cont'd)

- (4) A BellSouth® Enterprise DSL service, Connection and VC disconnected from the previous end-user premises as a result of a customer request to move the Connection and VC to a new end-user premises. Both orders must be related together and no lapse in billing can occur.

28.1.7.6 Service Rearrangements

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 charge(s) to the customer. Such changes require the continued provision and billing of the service to the same entity (i.e., customer remains responsible for all outstanding indebtedness for the 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., JKL Corp. to JKL LLP),
- Change of customer's designated end-user premises address when the change of address is not a result of a physical relocation of the end-user
- Change in billing data (name, address, contact number, etc.)
- Change in billing account number

All other service rearrangements will be charged for as follows:

- (A) The Service Rearrangement Charge specified in 28.1.10(C)(1)(a) is applicable on a per BellSouth® Enterprise DSL service, VC, rearranged basis for customer requests to redirect a BellSouth® Enterprise DSL service, VC, from one BellSouth XAATMS or MSATMS port to a different BellSouth XAATMS or MSATMS port, where both ports are on the same switch and both ports are utilized in terminating transport facilities for BellSouth® Enterprise DSL service.

EFFECTIVE: DECEMBER 10, 2002

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd) (N)

28.1 BellSouth® Enterprise DSL service (Cont'd) (N)

28.1.7.6 Service Rearrangements (Cont'd) (N)

(B) The Service Rearrangement Charge specified in 28.1.10(C)(1)(a) is (N)
applicable on a per BellSouth® Enterprise DSL service, Connection, (N)
upgraded basis for customer requests to upgrade a BellSouth® Enterprise (N)
DSL service, Connection, to a data rate that is higher than the (N)
Connection currently in service, at the same end-user premises. (N)

28.1.7 Minimum Service Periods (N)

(A) The minimum service period for each BellSouth® Enterprise DSL service, (N)
Connection is 3 months. (N)

(B) The minimum service period for each BellSouth® Enterprise DSL service, (N)
Connection having a customer-specified commitment period equal to or (N)
greater than 12 months, and less than 24 months, is 12 months. The (N)
minimum service period for each BellSouth® Enterprise DSL service, (N)
Connection having a customer-specified commitment period equal to or (N)
greater than 24 months, is 24 months. (N)

(C) The minimum service period for each BellSouth® Enterprise DSL service VC (N)
is three months. (N)

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ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd) (N)

28.1 BellSouth® Enterprise DSL service (Cont'd) (N)

28.1.8 Miscellaneous (N)

(A) Refusal and Discontinuance (N)

Provisions of 2.1.8 are applicable for circumstances warranting refusal (N)
or discontinuance of service. (N)

(B) Transfer of Responsibility (N)

When a change in billing data (e.g., name, address, contact name) is (N)
requested in association with a change in the customer of record, (N)
Transfer of Responsibility charges will apply as specified in (N)
28.1.10(D)(1)(a). Charges are applied on a per Connection basis. (N)

(C) Minimum Quantity (N)

(1) The minimum quantity of BellSouth® Enterprise DSL Service, (N)
Connections, per customer-designated end-user premises, is one. (N)

(2) The minimum quantity of VCs associated with a BellSouth® Enterprise (N)
DSL Service, Connection, is one. (N)

(D) Maintenance of Service (N)

(1) The customer will be responsible for payment of a Maintenance of (N)
Service charge as specified in 13.3.1(E) when a customer reports a (N)
trouble to the Telephone Company for clearance and upon dispatch no (N)
trouble is found in the Telephone Company's facilities. (N)

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ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL Service (Cont'd)

28.1.9 Rates and Charges

(A) Connections

(1) Per Connection at a capacity of:

	<u>Nonrecurring Charge</u>	<u>Month To Month</u>	<u>12-23 Months</u>	<u>24+ Months</u>	<u>USOC</u>
(a) 512 Kbps	\$210.00	\$120.00(R)	\$110.00(R)	\$100.00(R)	ADF81
(b) 768 Kbps	\$210.00	\$150.00(R)	\$135.00(R)	\$110.00(R)	ADF82
(c) 1.024 Mbps	\$210.00	\$180.00(R)	\$150.00(R)	\$135.00(R)	ADF83
(d) 1.536 Mbps	\$210.00	\$225.00(R)	\$190.00(R)	\$165.00(R)	ADF84

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ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)			(N)
28.1 <u>BellSouth® Enterprise DSL Service</u> (Cont'd)			(N)
28.1.9 <u>Rates and Charges</u> (Cont'd)			(N)
(C) Service Rearrangement Charge			(N)
	Nonrecurring <u>Charge</u>	<u>USOC</u>	
(1) Per Virtual Circuit			(N)
(a) Each	\$ 5.00	ADRGR	(N)
(D) Transfer Of Responsibility			(N)
(1) Per Connection			(N)
(a) Each	\$11.00	ADRGT	(N)

EFFECTIVE: FEBRUARY 21, 2003

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. (N)
- (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: (N)

<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. (N)
- (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. (N)
- (E) BellSouth Wavelength Service is furnished where suitable facilities are available as determined by the Telephone Company. (N)

EFFECTIVE: FEBRUARY 21, 2003

ACCESS SERVICE

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.

EFFECTIVE: FEBRUARY 21, 2003

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)

EFFECTIVE: FEBRUARY 21, 2003

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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ACCESS SERVICE

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>USOC</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>		
(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)

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ORIGINAL PAGE A-1

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ACCESS SERVICE

Appendix A

(N)

This document provides supplemental information related to Managed Shared Frame Relay Service (located in Section 21.4 of BellSouth F.C.C. Tariff NO. 1) and Managed Shared Asynchronous Transfer Mode (ATM) Service (located in Section 21.5 of BellSouth F.C.C. Tariff NO. 1). The generic name "Managed Shared Packet Service" used herein shall refer to both Managed Shared Frame Relay Service and Managed Shared ATM Service. The supplemental data contained herein is necessary for a customer to determine the appropriate Managed Shared Packet Service tariff rate elements to meet individual service requirements. Terms utilized herein relating to Managed Shared Packet Services have been defined and explained in the specific service tariffs in Section 21.

(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)

The data provided in table format in Appendix A represents the following:

(N)

<u>Column Title</u>	<u>Information Description</u>	(N)
State	State name(table listings are arranged alphabetically by state)	(N) (N)
SWC CLLI	BellSouth Serving Wire Center (SWC) Common Language Location Identification (CLLI) code (SWC CLLI codes are listed alphabetically by state)	(N) (N) (N) (N)
SAP CLLI	CLLI of the Managed Shared Packet Service "Service Area Point" (SAP) for the listed serving wire center	(N) (N) (N)
Service Area	Name of the assigned Managed Shared Packet Service "Service Area" for the listed serving wire center	(N) (N) (N)
LATA #	The LATA number of the listed serving wire center	(N)

EFFECTIVE: MAY 23, 2000

ACCESS SERVICE

Appendix A

(N)

How to Use Appendix A Data

(N)

Information contained herein Appendix A shall be utilized to address customer specific questions relating to Managed Shared Packet Services as follows:

(N)

1. What data is necessary to determine if a customer premises requires a simple "Connection" or an "Extended Connection" for Managed Shared Packet Service?

(N)

(N)

(N)

- Locate the CLLI of the customer premises' serving wire center. (N)
- If the associated SAP CLLI is the same as the SWC CLLI, then the customer premises requires a simple Managed Shared Packet Service Connection. (N)
- If the associated SAP CLLI is different from the SWC CLLI, then the customer premises requires a Managed Shared Packet Service Extended Connection. (see 2. following) (N)

(N)

(N)

(N)

(N)

(N)

(N)

2. If a customer premises requires an "Extended Connection", what data is needed to determine the appropriate mileage band of "Extended Connection"?

(N)

(N)

- Locate the CLLI of the customer premises' serving wire center. (N)
- Utilizing the associated SAP CLLI and SWC CLLI, reference NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 to determine the V&H coordinates of those wire centers; using the V&H coordinates method of determining mileage also contained therein the NECA Tariff, calculate the mileage between these two wire centers. Use this mileage to reference the appropriate Managed Shared Packet Service tariff in Section 21 of BellSouth F.C.C. NO. 1 to determine the correct Extended Connection rate element which would include this mileage quantity. (N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

3. What data is required to determine if a PVC that a customer wants to establish between two Managed Shared Packet Service Connections will additionally require an Inter Service Area Link (ISAL) rate element?

(N)

(N)

(N)

- Locate the CLLI of each customer premises' serving wire center in the table data. (N)
- If the two entries have the same LATA Number and the same Service Area, a PVC is possible and no ISAL rate element is required. (N)
- If the two entries have the same LATA Number and different Serving Areas, ISAL rate elements are appropriate in addition to the standard PVC rate elements (e.g., DLCI, CIR, PVC Segment, PVC Bandwidth, etc.). (N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

EFFECTIVE: MAY 23, 2000

ACCESS SERVICE

Appendix A

(N)

Table 1

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
AL	ALBSALMA	ALBSALMA	BIRMINGHAM	476	(N)
AL	ALCYALMT	SYLCALMT	BIRMINGHAM	476	(N)
AL	ALVLALMA	WRRRALNM	BIRMINGHAM	476	(N)
AL	ANTNALLE	TLDGALMA	BIRMINGHAM	476	(N)
AL	ANTNALMT	TLDGALMA	BIRMINGHAM	476	(N)
AL	ANTNALOX	TLDGALMA	BIRMINGHAM	476	(N)
AL	ATHNALER	ATHNALER	HUNTSVILLE	477	(N)
AL	ATHNALMA	ATHNALMA	HUNTSVILLE	477	(N)
AL	ATTLALNM	TLDGALMA	BIRMINGHAM	476	(N)
AL	AUBNALMA	AUBNALMA	MONTGOMERY	478	(N)
AL	BLFNALMA	BLFNALMA	MOBILE	480	(N)
AL	BOAZALMA	WRRRALNM	BIRMINGHAM	476	(N)
AL	BRHMALCH	BRHMALCH	BIRMINGHAM	476	(N)
AL	BRHMALCP	BRHMALCP	BIRMINGHAM	476	(N)
AL	BRHMALEL	BRHMALEL	BIRMINGHAM	476	(N)
AL	BRHMALEN	BRHMALEN	BIRMINGHAM	476	(N)
AL	BRHMALEW	BRHMALEW	BIRMINGHAM	476	(N)
AL	BRHMALFO	BRHMALFO	BIRMINGHAM	476	(N)
AL	BRHMALFS	BRHMALFS	BIRMINGHAM	476	(N)
AL	BRHMALHW	BRHMALHW	BIRMINGHAM	476	(N)
AL	BRHMALMT	BRHMALMT	BIRMINGHAM	476	(N)
AL	BRHMALOM	BRHMALOM	BIRMINGHAM	476	(N)
AL	BRHMALOX	BRHMALOX	BIRMINGHAM	476	(N)
AL	BRHMALRC	BRHMALRC	BIRMINGHAM	476	(N)
AL	BRHMALTA	BRHMALTA	BIRMINGHAM	476	(N)
AL	BRHMALVA	BRHMALVA	BIRMINGHAM	476	(N)
AL	BRHMALWE	BRHMALWE	BIRMINGHAM	476	(N)
AL	BRHMALWL	BRHMALWL	BIRMINGHAM	476	(N)
AL	BRPTALMA	SPBGTNMA	CHATTANOOGA	472	(N)
AL	BRTOALMA	BYMNALMA	MOBILE	480	(N)

EFFECTIVE: MAY 23, 2000

ACCESS SERVICE

Appendix A

(N)

Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
AL	BSMRALBP	BSMRALBP	BIRMINGHAM	476	(N)
AL	BSMRALBU	BSMRALBU	BIRMINGHAM	476	(N)
AL	BSMRALHT	BSMRALHT	BIRMINGHAM	476	(N)
AL	BSMRALMA	BSMRALMA	BIRMINGHAM	476	(N)
AL	BYMNALMA	BYMNALMA	MOBILE	480	(N)
AL	CALRALMA	CALRALMA	BIRMINGHAM	476	(N)
AL	CHBGALMA	CHBGALMA	BIRMINGHAM	476	(N)
AL	CHLSALMA	CHLSALMA	BIRMINGHAM	476	(N)
AL	CLANALMA	CALRALMA	BIRMINGHAM	476	(N)
AL	CLMBALMA	CLMBALMA	BIRMINGHAM	476	(N)
AL	CLMNALFA	CLMNALFA	HUNTSVILLE	477	(N)
AL	CLMNALJC	CLMNALMA	HUNTSVILLE	477	(N)
AL	CLMNALMA	CLMNALMA	HUNTSVILLE	477	(N)
AL	CNVIALMA	WBTNALNM	BIRMINGHAM	476	(N)
AL	CRDVALMA	CRDVALMA	BIRMINGHAM	476	(N)
AL	CRHLALNM	JSPRALMT	BIRMINGHAM	476	(N)
AL	CRLDALMA	CRLDALMA	HUNTSVILLE	477	(N)
AL	CTRNALNM	CTRNALNM	MOBILE	480	(N)
AL	CYTNALMA	TROYALMA	MONTGOMERY	478	(N)
AL	DCTRALMT	DCTRALMT	HUNTSVILLE	477	(N)
AL	DDVLALMA	SYLCALMT	BIRMINGHAM	476	(N)
AL	DMPLALMA	SELMALMT	MONTGOMERY	478	(N)
AL	DORAALMA	DORAALMA	BIRMINGHAM	476	(N)
AL	EUFLALMA	TSKGALMA	MONTGOMERY	478	(N)
AL	EUTWALBO	TSCLALMT	BIRMINGHAM	476	(N)
AL	EUTWALMA	TSCLALMT	BIRMINGHAM	476	(N)
AL	EVRGALMA	BYMNALMA	MOBILE	480	(N)
AL	FLRNALMA	FLRNALMA	HUNTSVILLE	477	(N)
AL	FMTNALNM	BYMNALMA	MOBILE	480	(N)
AL	FRHPALMA	FRHPALMA	MOBILE	480	(N)

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<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
AL	FTDPALMA	FTDPALMA	MONTGOMERY	478	(N)
AL	FTPYALMA	TLDGALMA	BIRMINGHAM	476	(N)
AL	GDSDALHS	TLDGALMA	BIRMINGHAM	476	(N)
AL	GDSDALMT	TLDGALMA	BIRMINGHAM	476	(N)
AL	GDSDALRD	TLDGALMA	BIRMINGHAM	476	(N)
AL	GDWRALMA	SYLCALMT	BIRMINGHAM	476	(N)
AL	GNBOALMA	SELMALMT	MONTGOMERY	478	(N)
AL	GRDLALNM	GRDLALNM	BIRMINGHAM	476	(N)
AL	GRLYALMA	GRLYALMA	HUNTSVILLE	477	(N)
AL	GTVLALNM	WRRRALNM	BIRMINGHAM	476	(N)
AL	GYVLALNM	GYVLALNM	BIRMINGHAM	476	(N)
AL	HLVIALMA	HLVIALMA	MONTGOMERY	478	(N)
AL	HNVIALLW	HNVIALLW	HUNTSVILLE	477	(N)
AL	HNVIALMT	HNVIALMT	HUNTSVILLE	477	(N)
AL	HNVIALPW	HNVIALPW	HUNTSVILLE	477	(N)
AL	HNVIALRA	HNVIALRA	HUNTSVILLE	477	(N)
AL	HNVIALRW	HNVIALRW	HUNTSVILLE	477	(N)
AL	HNVIALUN	HNVIALUN	HUNTSVILLE	477	(N)
AL	HNVLALBR	HNVLALBR	HUNTSVILLE	477	(N)
AL	HNVLALNM	HNVLALNM	HUNTSVILLE	477	(N)
AL	HRBOALOM	TSKGALMA	MONTGOMERY	478	(N)
AL	HRTSALNM	HRTSALNM	HUNTSVILLE	477	(N)
AL	HRTSALPE	HRTSALPE	HUNTSVILLE	477	(N)
AL	HZGRALMA	HZGRALMA	HUNTSVILLE	477	(N)
AL	JCSNALNM	MCINALMA	MOBILE	480	(N)
AL	JCVLALMA	TLDGALMA	BIRMINGHAM	476	(N)
AL	JSPRALMT	JSPRALMT	BIRMINGHAM	476	(N)
AL	KLLNALMA	KLLNALMA	HUNTSVILLE	477	(N)
AL	LFYTALRS	OPLKALMT	MONTGOMERY	478	(N)
AL	LGTNALMA	LGTNALMA	HUNTSVILLE	477	(N)

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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
AL	LNDNALMA	SELMALMT	MONTGOMERY	478	(N)
AL	LVTNALMA	TSCLALMT	BIRMINGHAM	476	(N)
AL	LXTNALMA	LXTNALMA	HUNTSVILLE	477	(N)
AL	MARNALNM	SELMALMT	MONTGOMERY	478	(N)
AL	MCINALMA	MCINALMA	MOBILE	480	(N)
AL	MDSNALNM	MDSNALNM	HUNTSVILLE	477	(N)
AL	MNFDALMA	TLDGALMA	BIRMINGHAM	476	(N)
AL	MNTVALNM	MNTVALNM	BIRMINGHAM	476	(N)
AL	MOBLALAP	MOBLALAP	MOBILE	480	(N)
AL	MOBLALAZ	MOBLALAZ	MOBILE	480	(N)
AL	MOBLALBF	MOBLALBF	MOBILE	480	(N)
AL	MOBLALOS	MOBLALOS	MOBILE	480	(N)
AL	MOBLALPR	MOBLALPR	MOBILE	480	(N)
AL	MOBLALSA	MOBLALSA	MOBILE	480	(N)
AL	MOBLALSE	MOBLALSE	MOBILE	480	(N)
AL	MOBLALSF	MOBLALSF	MOBILE	480	(N)
AL	MOBLALSH	MOBLALSH	MOBILE	480	(N)
AL	MOBLALSK	MOBLALSK	MOBILE	480	(N)
AL	MOBLALTH	MOBLALTH	MOBILE	480	(N)
AL	MOLTALNM	MOLTALNM	HUNTSVILLE	477	(N)
AL	MPVLALMA	MPVLALMA	MONTGOMERY	478	(N)
AL	MTGMALBI	MTGMALBI	MONTGOMERY	478	(N)
AL	MTGMALDA	MTGMALDA	MONTGOMERY	478	(N)
AL	MTGMALMB	MTGMALMB	MONTGOMERY	478	(N)
AL	MTGMALMT	MTGMALMT	MONTGOMERY	478	(N)
AL	MTGMALNO	MTGMALNO	MONTGOMERY	478	(N)
AL	MTVRALMA	MTVRALMA	MOBILE	480	(N)
AL	OHTCALMA	TLDGALMA	BIRMINGHAM	476	(N)
AL	OPLKALMT	OPLKALMT	MONTGOMERY	478	(N)
AL	PDMTALMA	TLDGALMA	BIRMINGHAM	476	(N)

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<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
AL	PHCYALFM	PHCYALMA	COLUMBUS, GA	438	(N)
AL	PHCYALMA	PHCYALMA	COLUMBUS, GA	438	(N)
AL	PNSNALMA	PNSNALMA	BIRMINGHAM	476	(N)
AL	PRSHALNM	PRSHALNM	BIRMINGHAM	476	(N)
AL	PRVLALMA	PRVLALMA	MONTGOMERY	478	(N)
AL	RDBAALMA	SHFDALMT	HUNTSVILLE	477	(N)
AL	RLVLALMA	LGTNALMA	HUNTSVILLE	477	(N)
AL	RRVLALMA	RRVLALMA	HUNTSVILLE	477	(N)
AL	SELMALMT	SELMALMT	MONTGOMERY	478	(N)
AL	SHFDALMT	SHFDALMT	HUNTSVILLE	477	(N)
AL	STSNALMA	SPBGTNMA	CHATTANOOGA	472	(N)
AL	SYLCALMT	SYLCALMT	BIRMINGHAM	476	(N)
AL	THVLALMA	SELMALMT	MONTGOMERY	478	(N)
AL	TLDGALMA	TLDGALMA	BIRMINGHAM	476	(N)
AL	TLDGALRF	TLDGALRF	BIRMINGHAM	476	(N)
AL	TROYALMA	TROYALMA	MONTGOMERY	478	(N)
AL	TSCLALDH	TSCLALDH	BIRMINGHAM	476	(N)
AL	TSCLALMT	TSCLALMT	BIRMINGHAM	476	(N)
AL	TSCLALNO	TSCLALNO	BIRMINGHAM	476	(N)
AL	TSKGALMA	TSKGALMA	MONTGOMERY	478	(N)
AL	TWCKALMA	TWCKALMA	HUNTSVILLE	477	(N)
AL	UNTWALNM	SELMALMT	MONTGOMERY	478	(N)
AL	VNCNALMA	VNCNALMA	BIRMINGHAM	476	(N)
AL	WBTNALNM	WBTNALNM	BIRMINGHAM	476	(N)
AL	WRRRALNM	WRRRALNM	BIRMINGHAM	476	(N)
AL	WTMPALMA	WTMPALMA	MONTGOMERY	478	(N)
AL	YORKALMA	TSCLALMT	BIRMINGHAM	476	(N)

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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
FL	ARCHFLMA	ARCHFLMA	GAINESVILLE	454	(N)
FL	BCRTFLBB	BCRTFLBB	S.E. FLORIDA	460	(N)
FL	BCRTFLBT	BCRTFLBT	S.E. FLORIDA	460	(N)
FL	BCRTFLMA	BCRTFLMA	S.E. FLORIDA	460	(N)
FL	BCRTFLSA	BCRTFLSA	S.E. FLORIDA	460	(N)
FL	BGPIFLMA	BGPIFLMA	KEY WEST	460	(N)
FL	BKVLFLJF	BKVLFLJF	GAINESVILLE	454	(N)
FL	BLDWFLMA	BLDWFLMA	JACKSONVILLE	452	(N)
FL	BLGLFLMA	WPBHFLRP	S.E. FLORIDA	460	(N)
FL	BNNLFLMA	BNNLFLMA	DAYTONA	456	(N)
FL	BRSNFLMA	ARCHFLMA	GAINESVILLE	454	(N)
FL	BYBHFLMA	BYBHFLMA	S.E. FLORIDA	460	(N)
FL	CCBHFLAF	CCBHFLAF	ORLANDO	458	(N)
FL	CCBHFLMA	CCBHFLMA	ORLANDO	458	(N)
FL	CDKYFLMA	ARCHFLMA	GAINESVILLE	454	(N)
FL	CFLDFLMA	NWBYFLMA	GAINESVILLE	454	(N)
FL	CHPLFLJA	SYHSFLCC	PANAMA CITY	450	(N)
FL	CNTMFLLE	CNTMFLLE	PENSACOLA	448	(N)
FL	COCOFLMA	COCOFLMA	ORLANDO	458	(N)
FL	COCOFLME	COCOFLME	ORLANDO	458	(N)
FL	CSCYFLBA	NWBYFLMA	GAINESVILLE	454	(N)
FL	DBRYFLDL	DBRYFLDL	ORLANDO	458	(N)
FL	DBRYFLMA	DBRYFLMA	ORLANDO	458	(N)
FL	DELDFLMA	DELDFLMA	DAYTONA	456	(N)
FL	DLBHFLKP	DLBHFLKP	S.E. FLORIDA	460	(N)
FL	DLBHFLMA	DLBHFLMA	S.E. FLORIDA	460	(N)
FL	DLSPFLMA	DLSPFLMA	DAYTONA	456	(N)
FL	DNLNFLWM	ARCHFLMA	GAINESVILLE	454	(N)
FL	DRBHFLMA	DRBHFLMA	S.E. FLORIDA	460	(N)
FL	DYBHFLFN	DYBHFLFN	DAYTONA	456	(N)

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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
FL	DYBHFLMA	DYBHFLMA	DAYTONA	456	(N)
FL	DYBHFLOB	DYBHFLOB	DAYTONA	456	(N)
FL	DYBHFLS	DYBHFLS	DAYTONA	456	(N)
FL	DYBHFLPO	DYBHFLPO	DAYTONA	456	(N)
FL	EGLLFLBG	EGLLFLBG	ORLANDO	458	(N)
FL	EGLLFLIH	EGLLFLIH	ORLANDO	458	(N)
FL	EORNFLMA	EORNFLMA	ORLANDO	458	(N)
FL	FLBHFLMA	FLBHFLMA	DAYTONA	456	(N)
FL	FRBHFLFP	YULEFLMA	JACKSONVILLE	452	(N)
FL	FTGRFLMA	FTGRFLMA	JACKSONVILLE	452	(N)
FL	FTLDFLCR	FTLDFLCR	S.E. FLORIDA	460	(N)
FL	FTLDFLCY	FTLDFLCY	S.E. FLORIDA	460	(N)
FL	FTLDFLJA	FTLDFLJA	S.E. FLORIDA	460	(N)
FL	FTLDFLMR	FTLDFLMR	S.E. FLORIDA	460	(N)
FL	FTLDFLOA	FTLDFLOA	S.E. FLORIDA	460	(N)
FL	FTLDFLPL	FTLDFLPL	S.E. FLORIDA	460	(N)
FL	FTLDFLSG	FTLDFLSG	S.E. FLORIDA	460	(N)
FL	FTLDFLSU	FTLDFLSU	S.E. FLORIDA	460	(N)
FL	FTLDFLWN	FTLDFLWN	S.E. FLORIDA	460	(N)
FL	FTPRFLMA	FTPRFLMA	S.E. FLORIDA	460	(N)
FL	GCSPFLCN	GCSPFLCN	JACKSONVILLE	452	(N)
FL	GCVLFLMA	SYHSFLCC	PANAMA CITY	450	(N)
FL	GENVFLMA	GENVFLMA	ORLANDO	458	(N)
FL	GLBRFLMC	GLBRFLMC	PENSACOLA	448	(N)
FL	GSVLFLMA	GSVLFLMA	GAINESVILLE	454	(N)
FL	GSVLFLNW	GSVLFLNW	GAINESVILLE	454	(N)
FL	HAVNFLMA	YNFNFLMA	PANAMA CITY	450	(N)
FL	HBSDLFLMA	HBSDLFLMA	S.E. FLORIDA	460	(N)
FL	HLNVFLMA	HLNVFLMA	PENSACOLA	448	(N)
FL	HLWDFLHA	HLWDFLHA	S.E. FLORIDA	460	(N)

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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
FL	HLWDFLMA	HLWDFLMA	S.E. FLORIDA	460	(N)
FL	HLWDFLPE	HLWDFLPE	S.E. FLORIDA	460	(N)
FL	HLWDFLWH	HLWDFLWH	S.E. FLORIDA	460	(N)
FL	HMSTFLEA	HMSTFLEA	S.E. FLORIDA	460	(N)
FL	HMSTFLHM	HMSTFLHM	S.E. FLORIDA	460	(N)
FL	HMSTFLNA	HMSTFLNA	S.E. FLORIDA	460	(N)
FL	HTISFLMA	HTISFLMA	S.E. FLORIDA	460	(N)
FL	HWTHFLMA	HWTHFLMA	GAINESVILLE	454	(N)
FL	ISLMFLMA	ISLMFLMA	KEY WEST	460	(N)
FL	JAY FLMA	MNSNFLMA	PENSACOLA	448	(N)
FL	JCBHFLAB	JCBHFLAB	JACKSONVILLE	452	(N)
FL	JCBHFLMA	JCBHFLMA	JACKSONVILLE	452	(N)
FL	JCBHFLSP	JCBHFLSP	JACKSONVILLE	452	(N)
FL	JCVLFLAR	JCVLFLAR	JACKSONVILLE	452	(N)
FL	JCVLFLBW	JCVLFLBW	JACKSONVILLE	452	(N)
FL	JCVLFLCL	JCVLFLCL	JACKSONVILLE	452	(N)
FL	JCVLFLFC	JCVLFLFC	JACKSONVILLE	452	(N)
FL	JCVLFLIA	JCVLFLIA	JACKSONVILLE	452	(N)
FL	JCVLFLJT	JCVLFLJT	JACKSONVILLE	452	(N)
FL	JCVLFLLF	JCVLFLLF	JACKSONVILLE	452	(N)
FL	JCVLFLNO	JCVLFLNO	JACKSONVILLE	452	(N)
FL	JCVLFLOW	JCVLFLOW	JACKSONVILLE	452	(N)
FL	JCVLFLRV	JCVLFLRV	JACKSONVILLE	452	(N)
FL	JCVLFLSJ	JCVLFLSJ	JACKSONVILLE	452	(N)
FL	JCVLFLSM	JCVLFLSM	JACKSONVILLE	452	(N)
FL	JCVLFLWC	JCVLFLWC	JACKSONVILLE	452	(N)
FL	JPTRFLMA	JPTRFLMA	S.E. FLORIDA	460	(N)
FL	KYHGFLMA	KYHGFLMA	GAINESVILLE	454	(N)
FL	KYLRFLLS	KYLRFLLS	KEY WEST	460	(N)
FL	KYLRFLMA	KYLRFLMA	KEY WEST	460	(N)

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Table 1 (Cont'd)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
FL	KYWSFLMA	KYWSFLMA	KEY WEST	460	(N)
FL	LKCYFLMA	LKCYFLMA	JACKSONVILLE	452	(N)
FL	LKMRFLAB	LKMRFLAB	ORLANDO	458	(N)
FL	LKMRFLMA	LKMRFLMA	ORLANDO	458	(N)
FL	LYHNFLOH	LYHNFLOH	PANAMA CITY	450	(N)
FL	MCNPFLMA	MCNPFLMA	GAINESVILLE	454	(N)
FL	MDBGFLPM	MDBGFLPM	JACKSONVILLE	452	(N)
FL	MIAMFLAE	MIAMFLAE	S.E. FLORIDA	460	(N)
FL	MIAMFLAL	MIAMFLAL	S.E. FLORIDA	460	(N)
FL	MIAMFLAP	MIAMFLAP	S.E. FLORIDA	460	(N)
FL	MIAMFLBA	MIAMFLBA	S.E. FLORIDA	460	(N)
FL	MIAMFLBC	MIAMFLBC	S.E. FLORIDA	460	(N)
FL	MIAMFLBR	MIAMFLBR	S.E. FLORIDA	460	(N)
FL	MIAMFLCA	MIAMFLCA	S.E. FLORIDA	460	(N)
FL	MIAMFLDB	MIAMFLDB	S.E. FLORIDA	460	(N)
FL	MIAMFLFL	MIAMFLFL	S.E. FLORIDA	460	(N)
FL	MIAMFLGR	MIAMFLGR	S.E. FLORIDA	460	(N)
FL	MIAMFLHL	MIAMFLHL	S.E. FLORIDA	460	(N)
FL	MIAMFLIC	MIAMFLIC	S.E. FLORIDA	460	(N)
FL	MIAMFLKE	MIAMFLKE	S.E. FLORIDA	460	(N)
FL	MIAMFLME	MIAMFLME	S.E. FLORIDA	460	(N)
FL	MIAMFLNM	MIAMFLNM	S.E. FLORIDA	460	(N)
FL	MIAMFLNS	MIAMFLNS	S.E. FLORIDA	460	(N)
FL	MIAMFLOL	MIAMFLOL	S.E. FLORIDA	460	(N)
FL	MIAMFLPB	MIAMFLPB	S.E. FLORIDA	460	(N)
FL	MIAMFLPL	MIAMFLPL	S.E. FLORIDA	460	(N)
FL	MIAMFLRR	MIAMFLRR	S.E. FLORIDA	460	(N)
FL	MIAMFLSH	MIAMFLSH	S.E. FLORIDA	460	(N)
FL	MIAMFLSO	MIAMFLSO	S.E. FLORIDA	460	(N)
FL	MIAMFLWD	MIAMFLWD	S.E. FLORIDA	460	(N)

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Table (Cont'd)

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<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
FL	MIAMFLWM	MIAMFLWM	S.E. FLORIDA	460	(N)
FL	MICCFLLB	VRBHFLBE	S.E. FLORIDA	460	(N)
FL	MLBRFLMA	MLBRFLMA	ORLANDO	458	(N)
FL	MLTNFLRA	MLTNFLRA	PENSACOLA	448	(N)
FL	MNDRFLAV	MNDRFLAV	JACKSONVILLE	452	(N)
FL	MNDRFLLO	MNDRFLLO	JACKSONVILLE	452	(N)
FL	MNDRFLLW	MNDRFLLO	JACKSONVILLE	452	(N)
FL	MNSNFLMA	MNSNFLMA	PENSACOLA	448	(N)
FL	MRTHFLVE	MRTHFLVE	KEY WEST	460	(N)
FL	MXVLFLMA	MXVLFLMA	JACKSONVILLE	452	(N)
FL	NDADFLAC	NDADFLAC	S.E. FLORIDA	460	(N)
FL	NDADFLBR	NDADFLBR	S.E. FLORIDA	460	(N)
FL	NDADFLGG	NDADFLGG	S.E. FLORIDA	460	(N)
FL	NDADFLLO	NDADFLLO	S.E. FLORIDA	460	(N)
FL	NKLRFLMA	NKLRFLMA	KEY WEST	460	(N)
FL	NSBHFLMA	NSBHFLMA	DAYTONA	456	(N)
FL	NWBYFLMA	NWBYFLMA	GAINESVILLE	454	(N)
FL	OKHLFLMA	OKHLFLMA	DAYTONA	456	(N)
FL	OLTWFLLN	NWBYFLMA	GAINESVILLE	454	(N)
FL	ORLDFLAP	ORLDFLAP	ORLANDO	458	(N)
FL	ORLDFLCL	ORLDFLCL	ORLANDO	458	(N)
FL	ORLDFLMA	ORLDFLMA	ORLANDO	458	(N)
FL	ORLDFLPC	ORLDFLPC	ORLANDO	458	(N)
FL	ORLDFLPH	ORLDFLPH	ORLANDO	458	(N)
FL	ORLDFLSA	ORLDFLSA	ORLANDO	458	(N)
FL	ORPKFLMA	ORPKFLMA	JACKSONVILLE	452	(N)
FL	ORPKFLRW	ORPKFLRW	JACKSONVILLE	452	(N)
FL	OVIDFLCA	OVIDFLCA	ORLANDO	458	(N)
FL	PACEFLPV	PACEFLPV	PENSACOLA	448	(N)
FL	PAHKFLMA	WPBHFLRP	S.E. FLORIDA	460	(N)

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Table 1 (Cont'd)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
FL	PCBHFLNT	PCBHFLNT	PANAMA CITY	450	(N)
FL	PLCSFLMA	PLCSFLMA	DAYTONA	456	(N)
FL	PLTKFLMA	PLTKFLMA	JACKSONVILLE	452	(N)
FL	PMBHFLCS	PMBHFLCS	S.E. FLORIDA	460	(N)
FL	PMBHFLFE	PMBHFLFE	S.E. FLORIDA	460	(N)
FL	PMBHFLMA	PMBHFLMA	S.E. FLORIDA	460	(N)
FL	PMBHFLNP	PMBHFLNP	S.E. FLORIDA	460	(N)
FL	PMBHFLTA	PMBHFLTA	S.E. FLORIDA	460	(N)
FL	PMPKFLMA	PLTKFLMA	JACKSONVILLE	452	(N)
FL	PNCYFLCA	PNCYFLCA	PANAMA CITY	450	(N)
FL	PNCYFLMA	PNCYFLMA	PANAMA CITY	450	(N)
FL	PNSCFLBL	PNSCFLBL	PENSACOLA	448	(N)
FL	PNSCFLFP	PNSCFLFP	PENSACOLA	448	(N)
FL	PNSCFLHC	PNSCFLHC	PENSACOLA	448	(N)
FL	PNSCFLPB	PNSCFLPB	PENSACOLA	448	(N)
FL	PNSCFLWA	PNSCFLWA	PENSACOLA	448	(N)
FL	PNVDFLMA	PNVDFLMA	JACKSONVILLE	452	(N)
FL	PRRNFLMA	PRRNFLMA	S.E. FLORIDA	460	(N)
FL	PRSNFLFD	PRSNFLFD	DAYTONA	456	(N)
FL	PTSLFLMA	PTSLFLMA	S.E. FLORIDA	460	(N)
FL	PTSLFLSO	PTSLFLSO	S.E. FLORIDA	460	(N)
FL	SBSTFLFE	VRBHFLMA	S.E. FLORIDA	460	(N)
FL	SBSTFLMA	VRBHFLBE	S.E. FLORIDA	460	(N)
FL	SGKYFLMA	SGKYFLMA	KEY WEST	460	(N)
FL	SNFRFLMA	SNFRFLMA	ORLANDO	458	(N)
FL	STAGFLBS	STAGFLBS	JACKSONVILLE	452	(N)
FL	STAGFLMA	STAGFLMA	JACKSONVILLE	452	(N)
FL	STAGFLSH	STAGFLSH	JACKSONVILLE	452	(N)
FL	STAGFLWG	STAGFLMA	JACKSONVILLE	452	(N)
FL	STRNFLMA	STRNFLMA	S.E. FLORIDA	460	(N)

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 Atlanta, Georgia 30375
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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
FL	SYHSFLCC	SYHSFLCC	PANAMA CITY	450	(N)
FL	TRENFLMA	NWBYFLMA	GAINESVILLE	454	(N)
FL	TTVLFLMA	TTVLFLMA	ORLANDO	458	(N)
FL	VERNFLMA	SYHSFLCC	PANAMA CITY	450	(N)
FL	VRBHFLBE	VRBHFLBE	S.E. FLORIDA	460	(N)
FL	VRBHFLMA	VRBHFLMA	S.E. FLORIDA	460	(N)
FL	WELKFLMA	PLTKFLMA	JACKSONVILLE	452	(N)
FL	WPBHFLAN	WPBHFLAN	S.E. FLORIDA	460	(N)
FL	WPBHFLGA	WPBHFLGA	S.E. FLORIDA	460	(N)
FL	WPBHFLGR	WPBHFLGR	S.E. FLORIDA	460	(N)
FL	WPBHFLHH	WPBHFLHH	S.E. FLORIDA	460	(N)
FL	WPBHFLLE	WPBHFLLE	S.E. FLORIDA	460	(N)
FL	WPBHFLRB	WPBHFLRB	S.E. FLORIDA	460	(N)
FL	WPBHFLRP	WPBHFLRP	S.E. FLORIDA	460	(N)
FL	WWSPFLHI	WWSPFLHI	GAINESVILLE	454	(N)
FL	WWSPFLSH	WWSPFLSH	GAINESVILLE	454	(N)
FL	YNFNFLMA	YNFNFLMA	PANAMA CITY	450	(N)
FL	YNTWFLMA	ARCHFLMA	GAINESVILLE	454	(N)
FL	YULEFLMA	YULEFLMA	JACKSONVILLE	452	(N)

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(N)

Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
GA	ACWOGAMA	ACWOGAMA	ATLANTA	438	(N)
GA	AGSTGAU	AGSTGAU	AUGUSTA	442	(N)
GA	AGSTGAFL	AGSTGAFL	AUGUSTA	442	(N)
GA	AGSTGAMT	AGSTGAMT	AUGUSTA	442	(N)
GA	AGSTGATH	AGSTGATH	AUGUSTA	442	(N)
GA	AIVLGAMA	AIVLGAMA	ATLANTA	438	(N)
GA	ALBYGAMA	ALBYGAMA	ALBANY, GA	444	(N)
GA	ALPRGAMA	ALPRGAMA	ATLANTA	438	(N)
GA	AMRCGAMA	SMVLGAMA	ALBANY, GA	444	(N)
GA	APNGGAES	APNGGAES	AUGUSTA	442	(N)
GA	ARTNGAES	LERYGAMA	ALBANY, GA	444	(N)
GA	ASTLGAMA	ASTLGAMA	ATLANTA	438	(N)
GA	ATHNGAMA	BGRTGAMA	ATLANTA	438	(N)
GA	ATLNGAAD	ATLNGAAD	ATLANTA	438	(N)
GA	ATLNGABH	ATLNGABH	ATLANTA	438	(N)
GA	ATLNGABU	ATLNGABU	ATLANTA	438	(N)
GA	ATLNGACD	ATLNGACD	ATLANTA	438	(N)
GA	ATLNGACS	ATLNGACS	ATLANTA	438	(N)
GA	ATLNGAEL	ATLNGAEL	ATLANTA	438	(N)
GA	ATLNGAEP	ATLNGAEP	ATLANTA	438	(N)
GA	ATLNGAFP	ATLNGAFP	ATLANTA	438	(N)
GA	ATLNGAGR	ATLNGAGR	ATLANTA	438	(N)
GA	ATLNGAHR	ATLNGAHR	ATLANTA	438	(N)
GA	ATLNGAIC	ATLNGAIC	ATLANTA	438	(N)
GA	ATLNGALA	ATLNGALA	ATLANTA	438	(N)
GA	ATLNGAPP	ATLNGAPP	ATLANTA	438	(N)
GA	ATLNGASS	ATLNGASS	ATLANTA	438	(N)
GA	ATLNGATH	ATLNGATH	ATLANTA	438	(N)
GA	ATLNGAWD	ATLNGAWD	ATLANTA	438	(N)
GA	ATLNGAWE	ATLNGAWE	ATLANTA	438	(N)

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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
GA	BCHNGAES	BCHNGAES	ATLANTA	438	(N)
GA	BCTNGAMA	BCTNGAMA	ALBANY, GA	444	(N)
GA	BGRTGAMA	BGRTGAMA	ATLANTA	438	(N)
GA	BLCSGAES	SVNHGAWB	SAVANNAH	440	(N)
GA	BNBRGAMA	CMLLGAMA	ALBANY, GA	444	(N)
GA	BRMNGAES	BRMNGAES	ATLANTA	438	(N)
GA	BRVIGAMA	BRVIGAMA	ATLANTA	438	(N)
GA	BRWKGAMA	SVNHGASI	SAVANNAH	440	(N)
GA	BUFRGABH	BUFRGABH	ATLANTA	438	(N)
GA	BWDNGAMA	BWDNGAMA	ATLANTA	438	(N)
GA	BXLYGAES	POLRGAMA	SAVANNAH	440	(N)
GA	CCHRGAMA	WRRBGAMA	MACON	446	(N)
GA	CDTWGAMA	CDTWGAMA	ATLANTA	438	(N)
GA	CHMBGAMA	CHMBGAMA	ATLANTA	438	(N)
GA	CLHNGAES	AIVLGAMA	ATLANTA	438	(N)
GA	CLMBGABV	CLMBGABV	COLUMBUS, GA	438	(N)
GA	CLMBGAMT	CLMBGAMT	COLUMBUS, GA	438	(N)
GA	CLMBGAMW	CLMBGAMW	COLUMBUS, GA	438	(N)
GA	CLMTGAMA	CLMTGAMA	ATLANTA	438	(N)
GA	CLQTGAES	LERYGAMA	ALBANY, GA	444	(N)
GA	CMLLGAMA	CMLLGAMA	ALBANY, GA	444	(N)
GA	CMNGGAMA	CMNGGAMA	ATLANTA	438	(N)
GA	CNCRGAMA	GAY GAMA	ATLANTA	438	(N)
GA	CNYRGAMA	CNYRGAMA	ATLANTA	438	(N)
GA	CORDGAMA	LSBGGA	ALBANY, GA	444	(N)
GA	CRTNGAMA	CRTNGAMA	ATLANTA	438	(N)
GA	CRVLGAMA	CRVLGAMA	ATLANTA	438	(N)
GA	CSSTGAMA	CSSTGAMA	COLUMBUS, GA	438	(N)
GA	CVSPGAMA	CDTWGAMA	ATLANTA	438	(N)
GA	CVTNGAMT	CVTNGAMT	ATLANTA	438	(N)

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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
GA	CXTNGAMA	POLRGAMA	SAVANNAH	440	(N)
GA	DBLNGAMA	WRRBGAMA	MACON	446	(N)
GA	DGVLGAMA	DGVLGAMA	ATLANTA	438	(N)
GA	DLLSGAES	DLLSGAES	ATLANTA	438	(N)
GA	DLTHGAHS	DLTHGAHS	ATLANTA	438	(N)
GA	DNWDGAMA	DNWDGAMA	ATLANTA	438	(N)
GA	EBTNGAMA	BGRTGAMA	ATLANTA	438	(N)
GA	ESMNGAES	WRRBGAMA	MACON	446	(N)
GA	ETTNGAES	SCCRGAMA	ATLANTA	438	(N)
GA	FKLNGAMA	RPVLGAMA	ATLANTA	438	(N)
GA	FLBRGAMA	FLBRGAMA	ATLANTA	438	(N)
GA	FRBNGAEB	FRBNGAEB	ATLANTA	438	(N)
GA	FRSYGAMA	FRSYGAMA	MACON	446	(N)
GA	FTVYGAMA	FTVYGAMA	MACON	446	(N)
GA	FYVLGASG	FYVLGASG	ATLANTA	438	(N)
GA	GAY GAMA	GAY GAMA	ATLANTA	438	(N)
GA	GBSNGAES	HRLMGAMA	AUGUSTA	442	(N)
GA	GNBOGAES	SCCRGAMA	ATLANTA	438	(N)
GA	GNVLGAMA	GNVLGAMA	COLUMBUS, GA	438	(N)
GA	GRFNGAMA	GRFNGAMA	ATLANTA	438	(N)
GA	GSVLGAMA	GSVLGAMA	ATLANTA	438	(N)
GA	GTVLGAMA	GTVLGAMA	ATLANTA	438	(N)
GA	HGVLGAMA	GTVLGAMA	ATLANTA	438	(N)
GA	HMPNGAJW	HMPNGAJW	ATLANTA	438	(N)
GA	HMTNGAMA	HMTNGAMA	COLUMBUS, GA	438	(N)
GA	HPHZGAES	HPHZGAES	AUGUSTA	442	(N)
GA	HRLMGAMA	HRLMGAMA	AUGUSTA	442	(N)
GA	HZLHGAMA	POLRGAMA	SAVANNAH	440	(N)
GA	JCSNGAMA	JCSNGAMA	ATLANTA	438	(N)
GA	JESPGAES	POLRGAMA	SAVANNAH	440	(N)

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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
GA	JHCRGAES	POLRGAMA	SAVANNAH	440	(N)
GA	JKISGAMA	SVNHGASI	SAVANNAH	440	(N)
GA	JNBOGAMA	JNBOGAMA	ATLANTA	438	(N)
GA	KGTNGAMA	KGTNGAMA	ATLANTA	438	(N)
GA	LERYGAMA	LERYGAMA	ALBANY, GA	444	(N)
GA	LGRNGAMA	LGRNGAMA	COLUMBUS, GA	438	(N)
GA	LGVLGACS	LGVLGACS	ATLANTA	438	(N)
GA	LKPKGAMA	SYLVGAES	ALBANY, GA	444	(N)
GA	LLBNGAMA	LLBNGAMA	ATLANTA	438	(N)
GA	LMCYGAMA	POLRGAMA	SAVANNAH	440	(N)
GA	LMKNGAMA	SMVLGAMA	ALBANY, GA	444	(N)
GA	LRVLGAOS	LRVLGAOS	ATLANTA	438	(N)
GA	LSBGGAMA	LSBGGAMA	ALBANY, GA	444	(N)
GA	LSVLGAMA	HPHZGAES	AUGUSTA	442	(N)
GA	LTHNGAJS	LTHNGAJS	ATLANTA	438	(N)
GA	LTVLGACS	LTVLGACS	ATLANTA	438	(N)
GA	LULAGAMA	LULAGAMA	ATLANTA	438	(N)
GA	LYNSGAMA	POLRGAMA	SAVANNAH	440	(N)
GA	MACNGAGP	MACNGAGP	MACON	446	(N)
GA	MACNGAMT	MACNGAMT	MACON	446	(N)
GA	MACNGAVN	MACNGAVN	MACON	446	(N)
GA	MCDNGAGS	MCDNGAGS	ATLANTA	438	(N)
GA	MDSNGAMA	SCCRGAMA	ATLANTA	438	(N)
GA	MLLNGAMA	HPHZGAES	AUGUSTA	442	(N)
GA	MNTIGAMA	CVTNGAMT	ATLANTA	438	(N)
GA	MRRWGAMA	MRRWGAMA	ATLANTA	438	(N)
GA	MRTTGAEA	MRTTGAEA	ATLANTA	438	(N)
GA	MRTTGAMA	MRTTGAMA	ATLANTA	438	(N)
GA	NRCRGAMA	NRCRGAMA	ATLANTA	438	(N)
GA	NWNGAMA	NWNGAMA	ATLANTA	438	(N)

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(N)

Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
GA	NWTNGAHD	NWTNGAHD	ALBANY, GA	444	(N)
GA	PANLGAMA	PANLGAMA	ATLANTA	438	(N)
GA	PLHMGAMA	CMLLGAMA	ALBANY, GA	444	(N)
GA	PLMTGAMA	PLMTGAMA	ATLANTA	438	(N)
GA	PNMTGAMA	HMTNGAMA	COLUMBUS, GA	438	(N)
GA	POLRGAMA	POLRGAMA	SAVANNAH	440	(N)
GA	PTCYGAMA	PTCYGAMA	ATLANTA	438	(N)
GA	PWSPGAAS	PWSPGAAS	ATLANTA	438	(N)
GA	RCKMGAES	RCKMGAES	ATLANTA	438	(N)
GA	RCLDGAMA	SMVLGAMA	ALBANY, GA	444	(N)
GA	ROMEGATL	KGTNGAMA	ATLANTA	438	(N)
GA	RPVLGAMA	RPVLGAMA	ATLANTA	438	(N)
GA	RSWLGAMA	RSWLGAMA	ATLANTA	438	(N)
GA	RTLGGAMA	SCCRGAMA	ATLANTA	438	(N)
GA	RVDLGAMA	RVDLGAMA	ATLANTA	438	(N)
GA	RYTNGAMA	LULAGAMA	ATLANTA	438	(N)
GA	SCCRGAMA	SCCRGAMA	ATLANTA	438	(N)
GA	SENOGAMA	SENOGAMA	ATLANTA	438	(N)
GA	SMVLGAMA	SMVLGAMA	ALBANY, GA	444	(N)
GA	SMYRGAGP	SMYRGAGP	ATLANTA	438	(N)
GA	SMYRGAMA	SMYRGAMA	ATLANTA	438	(N)
GA	SMYRGAPF	SMYRGAPF	ATLANTA	438	(N)
GA	SNLVGAMA	SNLVGAMA	ATLANTA	438	(N)
GA	SNMTGALR	SNMTGALR	ATLANTA	438	(N)
GA	SNVLGAES	MACNGAMT	MACON	446	(N)
GA	SPRKGAMA	SYLVGAES	ALBANY, GA	444	(N)
GA	SPRTGAMA	HRLMGAMA	AUGUSTA	442	(N)
GA	SRDSGAES	HPHZGAES	AUGUSTA	442	(N)
GA	SSISGAES	SVNHGASI	SAVANNAH	440	(N)
GA	STBRGANH	STBRGANH	ATLANTA	438	(N)

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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
GA	SVNHGABS	SVNHGABS	SAVANNAH	440	(N)
GA	SVNHGADE	SVNHGADE	SAVANNAH	440	(N)
GA	SVNHGAGC	SVNHGAGC	SAVANNAH	440	(N)
GA	SVNHGASI	SVNHGASI	SAVANNAH	440	(N)
GA	SVNHGAWB	SVNHGAWB	SAVANNAH	440	(N)
GA	SVNHGAWI	SVNHGAWI	SAVANNAH	440	(N)
GA	SWBOGAES	HPHZGAES	AUGUSTA	442	(N)
GA	SYLVGAES	SYLVGAES	ALBANY, GA	444	(N)
GA	TBISGAMA	TBISGAMA	SAVANNAH	440	(N)
GA	TFTNGAMA	SYLVGAES	ALBANY, GA	444	(N)
GA	THSNGAMA	APNGGAES	AUGUSTA	442	(N)
GA	THVLGAMA	CMLLGAMA	ALBANY, GA	444	(N)
GA	TLLPGAES	TLLPGAES	ATLANTA	438	(N)
GA	TMPLGAMA	TMPLGAMA	ATLANTA	438	(N)
GA	TUKRGAMA	TUKRGAMA	ATLANTA	438	(N)
GA	VDALGAMA	POLRGAMA	SAVANNAH	440	(N)
GA	VLDSGAMA	SYLVGAES	ALBANY, GA	444	(N)
GA	VLRCGAES	VLRCGAES	ATLANTA	438	(N)
GA	WDBYGAES	GAY GAMA	ATLANTA	438	(N)
GA	WDLYGAMA	HPHZGAES	AUGUSTA	442	(N)
GA	WDSTGACR	WDSTGACR	ATLANTA	438	(N)
GA	WGVLGAES	WRRBGAMA	MACON	446	(N)
GA	WRNSGAMA	HRLMGAMA	AUGUSTA	442	(N)
GA	WRRBGAMA	WRRBGAMA	MACON	446	(N)
GA	WRTNGAMA	HRLMGAMA	AUGUSTA	442	(N)
GA	WTVLGAES	BGRTGAMA	ATLANTA	438	(N)
GA	WYBOGAES	HPHZGAES	AUGUSTA	442	(N)
GA	WYCRGAMA	SVNHGAWB	SAVANNAH	440	(N)
GA	ZBLNGAMA	BRVIGAMA	ATLANTA	438	(N)

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(N)

Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
KY	ALLNKYMA	ALLNKYMA	PIKEVILLE	466	(N)
KY	AURRKYMA	AURRKYMA	MADISONVILLE	464	(N)
KY	BDFRKYMA	EMNNKYPL	LSVL-FRFT	462	(N)
KY	BGDDKYMA	BGDDKYMA	LSVL-FRFT	462	(N)
KY	BLFDKYMA	LSVLKYFC	LSVL-FRFT	462	(N)
KY	BLSPKYMA	BLSPKYMA	MADISONVILLE	464	(N)
KY	BNLYKYMA	WHBGKYMA	PIKEVILLE	466	(N)
KY	BNTNKYMA	BNTNKYMA	MADISONVILLE	464	(N)
KY	BRGNKYMA	BRGNKYMA	WINCHESTER	466	(N)
KY	BRMNKYMA	BRMNKYMA	MADISONVILLE	464	(N)
KY	BRTWKYES	LSVLKYFC	LSVL-FRFT	462	(N)
KY	BVDMKYMA	BVDMKYMA	MADISONVILLE	464	(N)
KY	BWLGKYMA	MGTWKYMA	MADISONVILLE	464	(N)
KY	BWLGKYRV	MGTWKYMA	MADISONVILLE	464	(N)
KY	BYVLKYMA	BYVLKYMA	WINCHESTER	466	(N)
KY	CADZKYMA	CADZKYMA	MADISONVILLE	464	(N)
KY	CHPLKYMA	LSVLKYFC	LSVL-FRFT	462	(N)
KY	CLAYKYMA	CLAYKYMA	MADISONVILLE	464	(N)
KY	CLHNKYMA	CLHNKYMA	MADISONVILLE	464	(N)
KY	CLPTKYMA	MACEKYMA	MADISONVILLE	464	(N)
KY	CLTNKYES	CLTNKYES	MADISONVILLE	464	(N)
KY	CMBGKYMA	EMNNKYPL	LSVL-FRFT	462	(N)
KY	CNCYKYMA	CNCYKYMA	MADISONVILLE	464	(N)
KY	CNTNKYMA	CNTNKYMA	MADISONVILLE	464	(N)
KY	CNTWKYMA	CNTWKYMA	MADISONVILLE	464	(N)
KY	COTNKYMA	COTNKYMA	MADISONVILLE	464	(N)
KY	CRBNKYMA	DAVLKYMA	WINCHESTER	466	(N)
KY	CRBOKYMA	KKVLKYMA	WINCHESTER	466	(N)
KY	CRLSKYMA	CRLSKYMA	WINCHESTER	466	(N)
KY	CRTNKYMA	EMNNKYPL	LSVL-FRFT	462	(N)

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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
KY	CYDNKYMA	CYDNKYMA	MADISONVILLE	464	(N)
KY	CYNTKYMA	MLBGKYMA	WINCHESTER	466	(N)
KY	DAVLKYMA	DAVLKYMA	WINCHESTER	466	(N)
KY	DIXNKYMA	DIXNKYMA	MADISONVILLE	464	(N)
KY	DRBOKYES	DRBOKYES	MADISONVILLE	464	(N)
KY	DWSPKYES	DWSPKYES	MADISONVILLE	464	(N)
KY	EDVLKYMA	EDVLKYMA	MADISONVILLE	464	(N)
KY	EKTNKYMA	EKTNKYMA	MADISONVILLE	464	(N)
KY	ELCYKYES	ELCYKYES	PIKEVILLE	466	(N)
KY	EMNNKYES	EMNNKYPL	LSVL-FRFT	462	(N)
KY	EMNNKYPL	EMNNKYPL	LSVL-FRFT	462	(N)
KY	ENSRKYMA	ENSRKYMA	MADISONVILLE	464	(N)
KY	ERTNKYMA	ERTNKYMA	MADISONVILLE	464	(N)
KY	FDCKKYES	FDCKKYES	PIKEVILLE	466	(N)
KY	FDVLKYMA	WHVLKYMA	MADISONVILLE	464	(N)
KY	FEBRKYMA	FEBRKYMA	PIKEVILLE	466	(N)
KY	FKLNKYMA	EKTNKYMA	MADISONVILLE	464	(N)
KY	FLTNKYMA	FLTNKYMA	MADISONVILLE	464	(N)
KY	FNVLKYMA	FNVLKYMA	LSVL-FRFT	462	(N)
KY	FORDKYMA	FORDKYMA	WINCHESTER	466	(N)
KY	FRDNKYMA	FRDNKYMA	MADISONVILLE	464	(N)
KY	FRFTKYES	FRFTKYES	LSVL-FRFT	462	(N)
KY	FRFTKYMA	FRFTKYMA	LSVL-FRFT	462	(N)
KY	GBVLKYMA	GBVLKYMA	MADISONVILLE	464	(N)
KY	GHNTKYMA	EMNNKYPL	LSVL-FRFT	462	(N)
KY	GNVLKYMA	GNVLKYMA	MADISONVILLE	464	(N)
KY	GRACKYMA	GRACKYMA	MADISONVILLE	464	(N)
KY	GRTWKYMA	GRTWKYMA	WINCHESTER	466	(N)
KY	GTHRKYMA	TRENNKYMA	MADISONVILLE	464	(N)
KY	HABTKYMA	HABTKYMA	MADISONVILLE	464	(N)

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Table 1 (Cont'd)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
KY	HANSKYMA	HANSKYMA	MADISONVILLE	464	(N)
KY	HBVLKYMA	HBVLKYMA	MADISONVILLE	464	(N)
KY	HCMNKYMA	HCMNKYMA	MADISONVILLE	464	(N)
KY	HDBGKYMA	HDBGKYMA	WINCHESTER	466	(N)
KY	HNSNKYMA	HNSNKYMA	MADISONVILLE	464	(N)
KY	HPVLKYMA	HPVLKYMA	MADISONVILLE	464	(N)
KY	HRBGKYES	WHVLKYMA	MADISONVILLE	464	(N)
KY	HRFRKYMA	HRFRKYMA	MADISONVILLE	464	(N)
KY	HRLNKYMA	WHBGKYMA	PIKEVILLE	466	(N)
KY	HWVLKYMA	MACEKYMA	MADISONVILLE	464	(N)
KY	INEZKYMA	INEZKYMA	PIKEVILLE	466	(N)
KY	ISLDKYMA	ISLDKYMA	MADISONVILLE	464	(N)
KY	JCSNKYMA	JCSNKYMA	WINCHESTER	466	(N)
KY	JNCYKYMA	JNCYKYMA	WINCHESTER	466	(N)
KY	KKVLKYMA	KKVLKYMA	WINCHESTER	466	(N)
KY	LBJTKYMA	LSVLKYFC	LSVL-FRFT	462	(N)
KY	LFYTKYMA	LFYTKYMA	MADISONVILLE	464	(N)
KY	LGRNKYES	LGRNKYES	LSVL-FRFT	462	(N)
KY	LOUSKYES	INEZKYMA	PIKEVILLE	466	(N)
KY	LRBGKYMA	FRFTKYMA	LSVL-FRFT	462	(N)
KY	LSVLKY26	LSVLKY26	LSVL-FRFT	462	(N)
KY	LSVLKYAN	LSVLKYAN	LSVL-FRFT	462	(N)
KY	LSVLKYAP	LSVLKYAP	LSVL-FRFT	462	(N)
KY	LSVLKYBE	LSVLKYBE	LSVL-FRFT	462	(N)
KY	LSVLKYBR	LSVLKYBR	LSVL-FRFT	462	(N)
KY	LSVLKYCW	LSVLKYCW	LSVL-FRFT	462	(N)
KY	LSVLKYFC	LSVLKYFC	LSVL-FRFT	462	(N)
KY	LSVLKYHA	LSVLKYHA	LSVL-FRFT	462	(N)
KY	LSVLKYJT	LSVLKYJT	LSVL-FRFT	462	(N)
KY	LSVLKYO	LSVLKYO	LSVL-FRFT	462	(N)

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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
KY	LSVLKYSH	LSVLKYSH	LSVL-FRFT	462	(N)
KY	LSVLKYSL	LSVLKYSL	LSVL-FRFT	462	(N)
KY	LSVLKYSM	LSVLKYSM	LSVL-FRFT	462	(N)
KY	LSVLKYTS	LSVLKYTS	LSVL-FRFT	462	(N)
KY	LSVLKYVS	LSVLKYVS	LSVL-FRFT	462	(N)
KY	LSVLKYWE	LSVLKYWE	LSVL-FRFT	462	(N)
KY	LVMRKYMA	LVMRKYMA	MADISONVILLE	464	(N)
KY	MACEKYMA	MACEKYMA	MADISONVILLE	464	(N)
KY	MARNKYMA	MARNKYMA	MADISONVILLE	464	(N)
KY	MARTKYMA	MARTKYMA	PIKEVILLE	466	(N)
KY	MCDNKYMA	WHVLKYMA	MADISONVILLE	464	(N)
KY	MCWLKYMA	MCWLKYMA	PIKEVILLE	466	(N)
KY	MDBOKYMA	PNVLKYMA	PIKEVILLE	466	(N)
KY	MDVIKYMA	MDVIKYMA	MADISONVILLE	464	(N)
KY	MGFDKYMA	MGFDKYMA	MADISONVILLE	464	(N)
KY	MGTWKYMA	MGTWKYMA	MADISONVILLE	464	(N)
KY	MLBGKYMA	MLBGKYMA	WINCHESTER	466	(N)
KY	MLTNKYMA	EMNNKYPL	LSVL-FRFT	462	(N)
KY	MRGPKYMA	MRGPKYMA	MADISONVILLE	464	(N)
KY	MRRYKYMA	MRRYKYMA	MADISONVILLE	464	(N)
KY	MTEDKYMA	MTEDKYMA	LSVL-FRFT	462	(N)
KY	MTSTKYMA	MTSTKYMA	WINCHESTER	466	(N)
KY	MYFDKYMA	MYFDKYMA	MADISONVILLE	464	(N)
KY	MYVLKYMA	CRLSKYMA	WINCHESTER	466	(N)
KY	NEBOKYMA	NEBOKYMA	MADISONVILLE	464	(N)
KY	NEONKYES	NEONKYES	PIKEVILLE	466	(N)
KY	NRVLKYMA	NRVLKYMA	MADISONVILLE	464	(N)
KY	NWHNKYMA	LSVLKYAP	LSVL-FRFT	462	(N)
KY	OKGVKYES	SANGTNMT	NASHVILLE	470	(N)
KY	OWBOKYMA	OWBOKYMA	MADISONVILLE	464	(N)

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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
KY	OWTNKYMA	EMNNKYPL	LSVL-FRFT	462	(N)
KY	PARSKYMA	PARSKYMA	WINCHESTER	466	(N)
KY	PDCHKYIP	PDCHKYIP	MADISONVILLE	464	(N)
KY	PDCHKYLO	PDCHKYLO	MADISONVILLE	464	(N)
KY	PDCHKYMA	PDCHKYMA	MADISONVILLE	464	(N)
KY	PDCHKYRL	PDCHKYRL	MADISONVILLE	464	(N)
KY	PIVLKYMA	WHBGKYMA	PIKEVILLE	466	(N)
KY	PKVLKYMA	PKVLKYMA	PIKEVILLE	466	(N)
KY	PKVLKYMT	PKVLKYMT	PIKEVILLE	466	(N)
KY	PLRGKYMA	PLRGKYMA	MADISONVILLE	464	(N)
KY	PMBRKYMA	PMBRKYMA	MADISONVILLE	464	(N)
KY	PNTHKYMA	PNTHKYMA	MADISONVILLE	464	(N)
KY	PNVLKYMA	PNVLKYMA	PIKEVILLE	466	(N)
KY	PRBGKYES	PRBGKYES	PIKEVILLE	466	(N)
KY	PRTNKYES	PRTNKYES	MADISONVILLE	464	(N)
KY	PRVDKYMA	PRVDKYMA	MADISONVILLE	464	(N)
KY	PRVLKYMA	PRVLKYMA	WINCHESTER	466	(N)
KY	PTRYKYMA	EMNNKYPL	LSVL-FRFT	462	(N)
KY	RBRDKYMA	RBRDKYMA	MADISONVILLE	464	(N)
KY	RCMDKYMA	RCMDKYMA	WINCHESTER	466	(N)
KY	RLVLKYMA	EKTNKYMA	MADISONVILLE	464	(N)
KY	RSTRKYES	WSPNKYMA	LSVL-FRFT	462	(N)
KY	SCRMKYMA	SCRMKYMA	MADISONVILLE	464	(N)
KY	SDVLKYMA	SDVLKYMA	WINCHESTER	466	(N)
KY	SEBRKYMA	SEBRKYMA	MADISONVILLE	464	(N)
KY	SHGVKYMA	SHGVKYMA	MADISONVILLE	464	(N)
KY	SHVLKYMA	SHVLKYMA	LSVL-FRFT	462	(N)
KY	SLGHKYMA	SLGHKYMA	MADISONVILLE	464	(N)
KY	SLPHKYMA	EMNNKYPL	LSVL-FRFT	462	(N)
KY	SLVSKYMA	SLVSKYMA	WINCHESTER	466	(N)

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Table 1 (Cont'd)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
KY	SNTNKYMA	SNTNKYMA	WINCHESTER	466	(N)
KY	SPFDKYMA	PRVLKYMA	WINCHESTER	466	(N)
KY	SRGHKYMA	SRGHKYMA	MADISONVILLE	464	(N)
KY	SSVLKYMA	SSVLKYMA	LSVL-FRFT	462	(N)
KY	STCHKYMA	STCHKYMA	MADISONVILLE	464	(N)
KY	STFRKYMA	DAVLKYMA	WINCHESTER	466	(N)
KY	STGRKYMA	STGRKYMA	WINCHESTER	466	(N)
KY	STNLKYMA	STNLKYMA	MADISONVILLE	464	(N)
KY	STONKYMA	STONKYMA	PIKEVILLE	466	(N)
KY	STRGKYMA	STRGKYMA	MADISONVILLE	464	(N)
KY	SWSNKYMA	SWSNKYMA	PIKEVILLE	466	(N)
KY	TRE NKYMA	TRE NKYMA	MADISONVILLE	464	(N)
KY	TYVLKYMA	LSVLKYFC	LSVL-FRFT	462	(N)
KY	UTICKYMA	UTICKYMA	MADISONVILLE	464	(N)
KY	VIRGKYMA	VIRGKYMA	PIKEVILLE	466	(N)
KY	WACOKYMA	WACOKYMA	WINCHESTER	466	(N)
KY	WDDYKYMA	WDDYKYMA	LSVL-FRFT	462	(N)
KY	WHBGKYMA	WHBGKYMA	PIKEVILLE	466	(N)
KY	WHVLKYMA	WHVLKYMA	MADISONVILLE	464	(N)
KY	WLBGKYMA	DAVLKYMA	WINCHESTER	466	(N)
KY	WLCKKYES	WHBGKYMA	PIKEVILLE	466	(N)
KY	WLV LKYMA	WLV LKYMA	MADISONVILLE	464	(N)
KY	WNCHKYMA	WNCHKYMA	WINCHESTER	466	(N)
KY	WNCHKYPV	WNCHKYPV	WINCHESTER	466	(N)
KY	WRF DKYMA	WRF DKYMA	PIKEVILLE	466	(N)
KY	WSBGKYMA	PRVLKYMA	WINCHESTER	466	(N)
KY	WSP NKYMA	WSP NKYMA	LSVL-FRFT	462	(N)
KY	WYLDKYES	WYLDKYES	PIKEVILLE	466	(N)

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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
LA	ABVLLAMA	ABVLLAMA	LAFAYETTE	488	(N)
LA	ALBYLAMA	LVTNLAMA	BATON ROUGE	492	(N)
LA	ALXNLADV	ALXNLADV	ALEXANDRIA	486	(N)
LA	ALXNLAMA	ALXNLAMA	ALEXANDRIA	486	(N)
LA	ALXNLATG	ALXNLATG	ALEXANDRIA	486	(N)
LA	AMITLAMA	CVTNLAMA	NEW ORLEANS	490	(N)
LA	ANGILAMA	CVTNLAMA	NEW ORLEANS	490	(N)
LA	ARCDLABW	RSTNLAMA	MONROE, LA	486	(N)
LA	ARCDLAMA	RSTNLAMA	MONROE, LA	486	(N)
LA	BERNLAMA	RSTNLAMA	MONROE, LA	486	(N)
LA	BERNLASP	RSTNLAMA	MONROE, LA	486	(N)
LA	BGLSLAMA	CVTNLAMA	NEW ORLEANS	490	(N)
LA	BLDWLAMA	NWIBLAMA	LAFAYETTE	488	(N)
LA	BLNCLAMA	BLNCLAMA	SHREVEPORT	486	(N)
LA	BNTNLAMA	BNTNLAMA	SHREVEPORT	486	(N)
LA	BOYCLAMA	BOYCLAMA	ALEXANDRIA	486	(N)
LA	BRSSLAMA	BRSSLAMA	LAFAYETTE	488	(N)
LA	BSTRLAMA	STTNLAMA	MONROE, LA	486	(N)
LA	BTRGLABK	BTRGLABK	BATON ROUGE	492	(N)
LA	BTRGLABS	BTRGLABS	BATON ROUGE	492	(N)
LA	BTRGLAGW	BTRGLAGW	BATON ROUGE	492	(N)
LA	BTRGLAHR	BTRGLAHR	BATON ROUGE	492	(N)
LA	BTRGLAIS	BTRGLAIS	BATON ROUGE	492	(N)
LA	BTRGLAMA	BTRGLAMA	BATON ROUGE	492	(N)
LA	BTRGLAOH	BTRGLAOH	BATON ROUGE	492	(N)
LA	BTRGLASB	BTRGLASB	BATON ROUGE	492	(N)
LA	BTRGLASW	BTRGLASW	BATON ROUGE	492	(N)
LA	BTRGLAWN	BTRGLAWN	BATON ROUGE	492	(N)
LA	BUNKLAMA	LCMPLAMA	ALEXANDRIA	486	(N)
LA	BURSLAMA	DLCXLAMA	NEW ORLEANS	490	(N)

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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
LA	BUSHLAMA	CVTNLAMA	NEW ORLEANS	490	(N)
LA	CASTLAMA	HGTNLAKN	SHREVEPORT	486	(N)
LA	CHBYLAMA	CHBYLAMA	HOUMA	490	(N)
LA	CLFXLAMA	BOYCLAMA	ALEXANDRIA	486	(N)
LA	CLHNLAMA	CLHNLAMA	MONROE, LA	486	(N)
LA	CLMALAMA	MONRLAMA	MONROE, LA	486	(N)
LA	CLTNLAMA	ZCHRLAMA	BATON ROUGE	492	(N)
LA	CNVLLAMA	NWIBLAMA	LAFAYETTE	488	(N)
LA	CNVNLAMA	STGBLAMA	BATON ROUGE	492	(N)
LA	CNVRLAMA	KTCHLAMA	SHREVEPORT	486	(N)
LA	CRNCLAMA	CRNCLAMA	LAFAYETTE	488	(N)
LA	CRWYLAMA	CRWYLAMA	LAFAYETTE	488	(N)
LA	CSHTLAMA	HGTNLAKN	SHREVEPORT	486	(N)
LA	CVTNLAMA	CVTNLAMA	NEW ORLEANS	490	(N)
LA	CWVLLAMA	RYVLLAMA	MONROE, LA	486	(N)
LA	DBCHLAMA	RSTNLAMA	MONROE, LA	486	(N)
LA	DELHLAMA	RYVLLAMA	MONROE, LA	486	(N)
LA	DLCXLAMA	DLCXLAMA	NEW ORLEANS	490	(N)
LA	DNSPLAMA	DNSPLAMA	BATON ROUGE	492	(N)
LA	DNVLLAMA	STGBLAMA	BATON ROUGE	492	(N)
LA	DRDRLAMA	LKCHLAMB	LAKE CHARLES	488	(N)
LA	DRPGLAMA	ALXNLATG	ALEXANDRIA	486	(N)
LA	DULCLAMA	DULCLAMA	HOUMA	490	(N)
LA	DUSNLAMA	DUSNLAMA	LAFAYETTE	488	(N)
LA	DYLNAMA	HGTNLAKN	SHREVEPORT	486	(N)
LA	EDGRLAMA	CHBYLAMA	HOUMA	490	(N)
LA	EPPSLAMA	RYVLLAMA	MONROE, LA	486	(N)
LA	ERTHLAMA	ABVLLAMA	LAFAYETTE	488	(N)
LA	EUNCLAMA	CRWYLAMA	LAFAYETTE	488	(N)
LA	FKLNLAMA	NWIBLAMA	LAFAYETTE	488	(N)

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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
LA	FKTNLAMA	CVTNLAMA	NEW ORLEANS	490	(N)
LA	FLRNLAMA	BOYCLAMA	ALEXANDRIA	486	(N)
LA	FLSMLAMA	CVTNLAMA	NEW ORLEANS	490	(N)
LA	FRDYLAMA	ALXNLADV	ALEXANDRIA	486	(N)
LA	FRVLLADV	CLHNLAMA	MONROE, LA	486	(N)
LA	FRVLLAMA	CLHNLAMA	MONROE, LA	486	(N)
LA	FTNCLAMA	RYVLLAMA	MONROE, LA	486	(N)
LA	GBLDLAMN	RSTNLAMA	MONROE, LA	486	(N)
LA	GBSNLAMA	GBSNLAMA	HOUMA	490	(N)
LA	GNWDLAMA	GNWDLAMA	SHREVEPORT	486	(N)
LA	GRCNLAMA	KTCHLAMA	SHREVEPORT	486	(N)
LA	GRNGLAMA	RSTNLAMA	MONROE, LA	486	(N)
LA	GRTWLAMA	ALXNLATG	ALEXANDRIA	486	(N)
LA	GYDNLAMA	LKARLAMA	LAKE CHARLES	488	(N)
LA	HGTNLAKN	HGTNLAKN	SHREVEPORT	486	(N)
LA	HGTNLAMA	HGTNLAMA	SHREVEPORT	486	(N)
LA	HMNDLAMA	MDVILAMA	NEW ORLEANS	490	(N)
LA	HOMRLAMA	SHPTLAMA	SHREVEPORT	486	(N)
LA	HOUMLAMA	HOUMLAMA	HOUMA	490	(N)
LA	HRBGLAMA	ALXNLADV	ALEXANDRIA	486	(N)
LA	HRNBLAMA	BOYCLAMA	ALEXANDRIA	486	(N)
LA	HYVLLAMA	HGTNLAMA	SHREVEPORT	486	(N)
LA	INDPLAMA	MDVILAMA	NEW ORLEANS	490	(N)
LA	JCSNLAMA	ZCHRLAMA	BATON ROUGE	492	(N)
LA	JNBOLAMA	RSTNLAMA	MONROE, LA	486	(N)
LA	JNGSLAMA	JNGSLAMA	LAKE CHARLES	488	(N)
LA	JNRTLAMA	NWIBLAMA	LAFAYETTE	488	(N)
LA	JNVLLAMA	ALXNLADV	ALEXANDRIA	486	(N)
LA	JSBNLAMA	JSBNLAMA	NEW ORLEANS	490	(N)
LA	KNNRLABR	KNNRLABR	NEW ORLEANS	490	(N)

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: MAY 22, 2000

TARIFF F.C.C. NO. 1
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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
LA	KNNRLAHN	KNNRLAHN	NEW ORLEANS	490	(N)
LA	KNWDLAMA	CVTNLAMA	NEW ORLEANS	490	(N)
LA	KRSPLAMA	OPLSLATL	LAFAYETTE	488	(N)
LA	KTCHLAMA	KTCHLAMA	SHREVEPORT	486	(N)
LA	KTVLLAMA	KTVLLAMA	SHREVEPORT	486	(N)
LA	LBVLLAMA	LBVLLAMA	HOUMA	490	(N)
LA	LCMBLAMA	LCMBLAMA	NEW ORLEANS	490	(N)
LA	LCMPLAMA	LCMPLAMA	ALEXANDRIA	486	(N)
LA	LCPTLAMA	LCPTLAMA	HOUMA	490	(N)
LA	LEVLLABF	LKCHLAMB	LAKE CHARLES	488	(N)
LA	LEVLLAFP	LKCHLAMB	LAKE CHARLES	488	(N)
LA	LEVLLAMA	LKCHLAMB	LAKE CHARLES	488	(N)
LA	LEVLLASN	LKCHLAMB	LAKE CHARLES	488	(N)
LA	LFTTLAMA	LFTTLAMA	NEW ORLEANS	490	(N)
LA	LFYTLAMA	LFYTLAMA	LAFAYETTE	488	(N)
LA	LFYTLAVM	LFYTLAVM	LAFAYETTE	488	(N)
LA	LGPTLAMA	KTCHLAMA	SHREVEPORT	486	(N)
LA	LKARLAMA	LKARLAMA	LAKE CHARLES	488	(N)
LA	LKCHLADT	LKCHLADT	LAKE CHARLES	488	(N)
LA	LKCHLAMB	LKCHLAMB	LAKE CHARLES	488	(N)
LA	LKCHLAMW	LKCHLAMW	LAKE CHARLES	488	(N)
LA	LKCHLAUN	LKCHLAUN	LAKE CHARLES	488	(N)
LA	LKCTLAMA	LKCTLAMA	NEW ORLEANS	490	(N)
LA	LKPRLAAL	RYVLLAMA	MONROE, LA	486	(N)
LA	LKPRLAMA	RYVLLAMA	MONROE, LA	486	(N)
LA	LLNGLABU	KNNRLABR	NEW ORLEANS	490	(N)
LA	LLNGLAHV	KNNRLABR	NEW ORLEANS	490	(N)
LA	LOVLLAMA	OPLSLATL	LAFAYETTE	488	(N)
LA	LPLCLAMA	KNNRLABR	NEW ORLEANS	490	(N)
LA	LRVLLAMA	NWIBLAMA	LAFAYETTE	488	(N)

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Table 1 (Cont'd)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
LA	LSBNLAMA	RSTNLAMA	MONROE, LA	486	(N)
LA	LTCHLAMA	STGBLAMA	BATON ROUGE	492	(N)
LA	LVTNLAMA	LVTNLAMA	BATON ROUGE	492	(N)
LA	LWTLLAMA	OPLSLATL	LAFAYETTE	488	(N)
LA	MANYLAMA	KTCHLAMA	SHREVEPORT	486	(N)
LA	MDVILAMA	MDVILAMA	NEW ORLEANS	490	(N)
LA	MEVLLAMA	OPLSLATL	LAFAYETTE	488	(N)
LA	MINDLAMA	HGTNLAMA	SHREVEPORT	486	(N)
LA	MKVLLAHM	LCMPLAMA	ALEXANDRIA	486	(N)
LA	MKVLLAMN	ALXNLADV	ALEXANDRIA	486	(N)
LA	MNFDLAMA	KTCHLAMA	SHREVEPORT	486	(N)
LA	MNVLLAMA	MNVLLAMA	NEW ORLEANS	490	(N)
LA	MONRLADS	MONRLADS	MONROE, LA	486	(N)
LA	MONRLAMA	MONRLAMA	MONROE, LA	486	(N)
LA	MONRLAWM	MONRLAWM	MONROE, LA	486	(N)
LA	MRCYLAAM	MRCYLAAM	HOUMA	490	(N)
LA	MRCYLAIN	MRCYLAIN	HOUMA	490	(N)
LA	MRGZLAMA	ROGNLAMA	BATON ROUGE	492	(N)
LA	MRRGLAMA	STTNLAMA	MONROE, LA	486	(N)
LA	MTGMLAMA	BOYCLAMA	ALEXANDRIA	486	(N)
LA	MTGTLAMA	MTGTLAMA	HOUMA	490	(N)
LA	MTHRLAMA	CVTNLAMA	NEW ORLEANS	490	(N)
LA	MTRYLAMA	ALXNLADV	ALEXANDRIA	486	(N)
LA	MYVLLAMA	LKCHLAMB	LAKE CHARLES	488	(N)
LA	NORCLAMN	KNNRLABR	NEW ORLEANS	490	(N)
LA	NPVLLAMA	NPVLLAMA	HOUMA	490	(N)
LA	NTCHLACR	BOYCLAMA	ALEXANDRIA	486	(N)
LA	NTCHLAMA	BOYCLAMA	ALEXANDRIA	486	(N)
LA	NWIBLAMA	NWIBLAMA	LAFAYETTE	488	(N)
LA	NWORLAAR	NWORLAAR	NEW ORLEANS	490	(N)

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(N)

Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
LA	NWORLAHV	NWORLAHV	NEW ORLEANS	490	(N)
LA	NWORLABM	NWORLABM	NEW ORLEANS	490	(N)
LA	NWORLACA	NWORLACA	NEW ORLEANS	490	(N)
LA	NWORLACM	NWORLACM	NEW ORLEANS	490	(N)
LA	NWORLAFR	NWORLAFR	NEW ORLEANS	490	(N)
LA	NWORLALK	NWORLALK	NEW ORLEANS	490	(N)
LA	NWORLAMA	NWORLAMA	NEW ORLEANS	490	(N)
LA	NWORLAMC	NWORLAMC	NEW ORLEANS	490	(N)
LA	NWORLAMR	NWORLAMR	NEW ORLEANS	490	(N)
LA	NWORLAMT	NWORLAMT	NEW ORLEANS	490	(N)
LA	NWORLAMU	NWORLAMU	NEW ORLEANS	490	(N)
LA	NWORLARV	NWORLARV	NEW ORLEANS	490	(N)
LA	NWORLASC	NWORLASC	NEW ORLEANS	490	(N)
LA	NWORLASK	NWORLASK	NEW ORLEANS	490	(N)
LA	NWORLASW	NWORLASW	NEW ORLEANS	490	(N)
LA	NWRDLAMA	ROGNLAMA	BATON ROUGE	492	(N)
LA	NWTNLAMA	RYVLLAMA	MONROE, LA	486	(N)
LA	OKDLLAMA	LCMPLAMA	ALEXANDRIA	486	(N)
LA	OKGVLAMA	RYVLLAMA	MONROE, LA	486	(N)
LA	OLCYLAMA	BLNCLAMA	SHREVEPORT	486	(N)
LA	OPLSLATL	OPLSLATL	LAFAYETTE	488	(N)
LA	PASNLABV	PASNLABV	HOUMA	490	(N)
LA	PASNLAMN	PASNLAMN	HOUMA	490	(N)
LA	PINELAMA	CVTNLAMA	NEW ORLEANS	490	(N)
LA	PLLCLAMA	ALXNLATG	ALEXANDRIA	486	(N)
LA	PLQMLACR	BTRGLABS	BATON ROUGE	492	(N)
LA	PLQMLAMA	BTRGLABS	BATON ROUGE	492	(N)
LA	PNALLAMA	DLCXLAMA	NEW ORLEANS	490	(N)
LA	PNCHLAMA	MDVILAMA	NEW ORLEANS	490	(N)
LA	PRDSLAMA	KNNRLABR	NEW ORLEANS	490	(N)

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(N)

Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
LA	PRPRLAMA	PRPRLAMA	HOUMA	490	(N)
LA	PRRVLAMA	SLIDLAMA	NEW ORLEANS	490	(N)
LA	PTBRLAMA	OPLSLATL	LAFAYETTE	488	(N)
LA	PTSLLAMA	DLCXLAMA	NEW ORLEANS	490	(N)
LA	RAYNLAMA	RAYNLAMA	LAFAYETTE	488	(N)
LA	RBLNLAMA	BOYCLAMA	ALEXANDRIA	486	(N)
LA	RCLDLAMA	RCLDLAMA	HOUMA	490	(N)
LA	ROGNLAMA	ROGNLAMA	BATON ROUGE	492	(N)
LA	RSTNLAMA	RSTNLAMA	MONROE, LA	486	(N)
LA	RYVLLAMA	RYVLLAMA	MONROE, LA	486	(N)
LA	SALNLAMA	RSTNLAMA	MONROE, LA	486	(N)
LA	SCISLAMA	RYVLLAMA	MONROE, LA	486	(N)
LA	SFVLLAMA	ROGNLAMA	BATON ROUGE	492	(N)
LA	SHPTLABS	SHPTLABS	SHREVEPORT	486	(N)
LA	SHPTLA CL	SHPTLA CL	SHREVEPORT	486	(N)
LA	SHPTLAHD	SHPTLAHD	SHREVEPORT	486	(N)
LA	SHPTLAMA	SHPTLAMA	SHREVEPORT	486	(N)
LA	SHPTLAQB	SHPTLAQB	SHREVEPORT	486	(N)
LA	SHPTLASG	SHPTLASG	SHREVEPORT	486	(N)
LA	SLIDLAMA	SLIDLAMA	NEW ORLEANS	490	(N)
LA	SLPHLAMA	SLPHLAMA	LAKE CHARLES	488	(N)
LA	SMVLLAMA	SMVLLAMA	LAFAYETTE	488	(N)
LA	SPFDLAMA	LVTNLAMA	BATON ROUGE	492	(N)
LA	STBRLAMA	STBRLAMA	NEW ORLEANS	490	(N)
LA	STGBLAMA	STGBLAMA	BATON ROUGE	492	(N)
LA	STJSLAMA	RYVLLAMA	MONROE, LA	486	(N)
LA	STLNLAMA	LCMPLAMA	ALEXANDRIA	486	(N)
LA	STTNLAMA	STTNLAMA	MONROE, LA	486	(N)
LA	SWLKLAMA	SWLKLAMA	LAKE CHARLES	488	(N)
LA	THBDLAMA	THBDLAMA	HOUMA	490	(N)

BELLSOUTH TELECOMMUNICATIONS, INC.
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 Atlanta, Georgia 30375
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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
LA	TLLHLAMA	RYVLLAMA	MONROE, LA	486	(N)
LA	TUNCLAMA	ROGNLAMA	BATON ROUGE	492	(N)
LA	VCHRLAMA	STGBLAMA	BATON ROUGE	492	(N)
LA	VDALLAMA	ALXNLADV	ALEXANDRIA	486	(N)
LA	VENCLAMA	DLCXLAMA	NEW ORLEANS	490	(N)
LA	VNTNLAMA	SLPHLAMA	LAKE CHARLES	488	(N)
LA	WASHLAMA	OPLSLATL	LAFAYETTE	488	(N)
LA	WHCSLAMA	STGBLAMA	BATON ROUGE	492	(N)
LA	WKISLAMA	NWIBLAMA	LAFAYETTE	488	(N)
LA	WLSNLAMA	ZCHRLAMA	BATON ROUGE	492	(N)
LA	WNBOLAMA	RYVLLAMA	MONROE, LA	486	(N)
LA	WNFDLACA	RSTNLAMA	MONROE, LA	486	(N)
LA	WNFDLAMA	BOYCLAMA	ALEXANDRIA	486	(N)
LA	WTPRLAMA	RYVLLAMA	MONROE, LA	486	(N)
LA	YNVLLAMA	YNVLLAMA	LAFAYETTE	488	(N)
LA	YSCLLAMA	YSCLLAMA	NEW ORLEANS	490	(N)
LA	ZCHRLAMA	ZCHRLAMA	BATON ROUGE	492	(N)
LA	ZWLLLAMA	KTCHLAMA	SHREVEPORT	486	(N)

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(N)

Table 1 Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
MS	ABRDMSES	ABRDMSES	TUPELO, MS	482	(N)
MS	AMRYMSMA	AMRYMSMA	TUPELO, MS	482	(N)
MS	ASLDMSMA	ASLDMSMA	TUPELO, MS	482	(N)
MS	BCTNMSMA	BCTNMSMA	HATTIESBURG	482	(N)
MS	BEMTMSMA	BEMTMSMA	TUPELO, MS	482	(N)
MS	BENTMSSU	BENTMSSU	JACKSON, MS	482	(N)
MS	BGCHMSSU	BGCHMSSU	JACKSON, MS	482	(N)
MS	BILXMSDI	BILXMSDI	GULFPORT	484	(N)
MS	BILXMSD	BILXMSD	GULFPORT	484	(N)
MS	BILXMSMA	BILXMSMA	GULFPORT	484	(N)
MS	BKVLMSU	BKVLMSU	MERIDIAN	482	(N)
MS	BLDWMSMF	BLDWMSMF	TUPELO, MS	482	(N)
MS	BLMTMSMA	BLMTMSMA	TUPELO, MS	482	(N)
MS	BLZNMSMA	BLZNMSMA	GREENWOOD	482	(N)
MS	BNITMSMA	BNITMSMA	GREENWOOD	482	(N)
MS	BNTNMSSU	BNTNMSSU	JACKSON, MS	482	(N)
MS	BNVLSMA	BNVLSMA	TUPELO, MS	482	(N)
MS	BOTNMSMA	BOTNMSMA	JACKSON, MS	482	(N)
MS	BRHNMSMA	BRHNMSMA	JACKSON, MS	482	(N)
MS	BRNDMSES	BRNDMSES	JACKSON, MS	482	(N)
MS	BRVLSMA	BRVLSMA	TUPELO, MS	482	(N)
MS	BRWMSMA	BRWMSMA	MERIDIAN	482	(N)
MS	BSLSMSMA	BSLSMSMA	GULFPORT	484	(N)
MS	BTVLMSDS	BTVLMSDS	GREENWOOD	482	(N)
MS	BUMTMSMA	BUMTMSMA	HATTIESBURG	482	(N)
MS	CAFBMSMA	CAFBMSMA	TUPELO, MS	482	(N)
MS	CDWRMSMA	BTVLMSDS	GREENWOOD	482	(N)
MS	CFVLSMA	CFVLSMA	GREENWOOD	482	(N)
MS	CHNKMSSU	CHNKMSSU	MERIDIAN	482	(N)
MS	CHTNMSMA	CHTNMSMA	GREENWOOD	482	(N)

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Table 1 Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
MS	CLDNMSMA	CLDNMSMA	TUPELO, MS	482	(N)
MS	CLEVMSMA	CLEVMSMA	GREENWOOD	482	(N)
MS	CLMAMSMA	CLMAMSMA	HATTIESBURG	482	(N)
MS	CLMBMSMA	CLMBMSMA	TUPELO, MS	482	(N)
MS	CLNSMSMA	CLNSMSMA	HATTIESBURG	482	(N)
MS	CNTNMSMA	CNTNMSMA	JACKSON, MS	482	(N)
MS	CNVIMSMA	BGCHMSSU	JACKSON, MS	482	(N)
MS	COMOMSMA	BTVLMSDS	GREENWOOD	482	(N)
MS	COVLMSU	COVLMSU	MERIDIAN	482	(N)
MS	CRNSMSMA	LULAMSMA	GREENWOOD	482	(N)
MS	CRNTMSMA	CRNTMSMA	TUPELO, MS	482	(N)
MS	CRSPMSMA	CRSPMSMA	JACKSON, MS	482	(N)
MS	CRTHMSMA	CRTHMSMA	JACKSON, MS	482	(N)
MS	CRTNMSMA	CRTNMSMA	GREENWOOD	482	(N)
MS	CSDLMSMA	CSDLMSMA	GREENWOOD	482	(N)
MS	CSVLMSSU	CSVLMSSU	MERIDIAN	482	(N)
MS	DCHLMSMA	DCHLMSMA	GREENWOOD	482	(N)
MS	DFFEMSMA	DFFEMSMA	MERIDIAN	482	(N)
MS	DKLBMSMA	DKLBMSMA	MERIDIAN	482	(N)
MS	DNCNMSMA	DNCNMSMA	GREENWOOD	482	(N)
MS	DREWMSMA	DREWMSMA	GREENWOOD	482	(N)
MS	DRNTMSMA	DRNTMSMA	GREENWOOD	482	(N)
MS	EDWRMSDS	EDWRMSDS	JACKSON, MS	482	(N)
MS	ELVLMSMA	ELVLMSMA	HATTIESBURG	482	(N)
MS	ENTRMSMA	ENTRMSMA	MERIDIAN	482	(N)
MS	ETHLMSMA	ETHLMSMA	GREENWOOD	482	(N)
MS	EUPRMSFA	EUPRMSFA	GREENWOOD	482	(N)
MS	FLORMSMA	FLORMSMA	JACKSON, MS	482	(N)
MS	FORSMSMA	FORSMSMA	JACKSON, MS	482	(N)
MS	FRPNMSMA	FRPNMSMA	GREENWOOD	482	(N)

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Table 1 Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
MS	FYTTMSMA	WNRDMSSU	JACKSON, MS	482	(N)
MS	GDMNMSMA	GDMNMSMA	GREENWOOD	482	(N)
MS	GLPTMSLY	GLPTMSLY	GULFPORT	484	(N)
MS	GLPTMSTS	GLPTMSTS	GULFPORT	484	(N)
MS	GLSTMSMA	BGCHMSSU	JACKSON, MS	482	(N)
MS	GNSNMSMA	GNSNMSMA	GREENWOOD	482	(N)
MS	GNVLMSMA	GNVLMSMA	GREENWOOD	482	(N)
MS	GNWDMMSMA	GNWDMMSMA	GREENWOOD	482	(N)
MS	GRNDMSMA	GRNDMSMA	GREENWOOD	482	(N)
MS	HDLBMSMA	HDLBMSMA	MERIDIAN	482	(N)
MS	HLSPMSMA	HLSPMSMA	TUPELO, MS	482	(N)
MS	HMTNMSSU	HMTNMSSU	TUPELO, MS	482	(N)
MS	HODLMSMA	HODLMSMA	GREENWOOD	482	(N)
MS	HPVLMSSU	HPVLMSSU	JACKSON, MS	482	(N)
MS	HRLYMSMA	HRLYMSMA	GULFPORT	484	(N)
MS	HRNNMSDS	SOHNMSDC	MEMPHIS	468	(N)
MS	HSTNMSMA	HSTNMSMA	TUPELO, MS	482	(N)
MS	HTBGMSMA	HTBGMSMA	HATTIESBURG	482	(N)
MS	HTBGMSWE	HTBGMSWE	HATTIESBURG	482	(N)
MS	HZLHMSMA	HZLHMSMA	JACKSON, MS	482	(N)
MS	INDNMSMA	INDNMSMA	GREENWOOD	482	(N)
MS	INDPMSSU	HLSPMSMA	TUPELO, MS	482	(N)
MS	INVRMSMA	INVRMSMA	GREENWOOD	482	(N)
MS	ITBNMSMA	ITBNMSMA	GREENWOOD	482	(N)
MS	IUKAMSES	IUKAMSES	TUPELO, MS	482	(N)
MS	JCSNMSBL	JCSNMSBL	JACKSON, MS	482	(N)
MS	JCSNMSCB	JCSNMSCB	JACKSON, MS	482	(N)
MS	JCSNMSCP	JCSNMSCP	JACKSON, MS	482	(N)
MS	JCSNMSDW	JCSNMSDW	JACKSON, MS	482	(N)
MS	JCSNMSMB	JCSNMSMB	JACKSON, MS	482	(N)

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Table 1 Cont'd)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
MS	JCSNMSNR	JCSNMSNR	JACKSON, MS	482	(N)
MS	JCSNMSPC	JCSNMSPC	JACKSON, MS	482	(N)
MS	JCSNMSRW	JCSNMSRW	JACKSON, MS	482	(N)
MS	JNTWMSMA	JNTWMSMA	GREENWOOD	482	(N)
MS	KLMCMSMA	KLMCMSMA	GREENWOOD	482	(N)
MS	KSCSMSMA	KSCSMSMA	GREENWOOD	482	(N)
MS	LAKEMSMA	LAKEMSMA	MERIDIAN	482	(N)
MS	LARLMSMA	LARLMSMA	HATTIESBURG	482	(N)
MS	LBRTMSMA	BGCHMSSU	JACKSON, MS	482	(N)
MS	LCDLMSMA	LCDLMSMA	HATTIESBURG	482	(N)
MS	LELDMSMA	LELDMSMA	GREENWOOD	482	(N)
MS	LENAMSSU	LENAMSSU	JACKSON, MS	482	(N)
MS	LMTNMSSS	LMTNMSSS	HATTIESBURG	482	(N)
MS	LSVLMSMA	LSVLMSMA	MERIDIAN	482	(N)
MS	LULAMSMA	LULAMSMA	GREENWOOD	482	(N)
MS	LXTNMSMA	LXTNMSMA	GREENWOOD	482	(N)
MS	LYVLMSMA	LYVLMSMA	MERIDIAN	482	(N)
MS	MABNMSMA	MABNMSMA	TUPELO, MS	482	(N)
MS	MACNMSMA	MACNMSMA	MERIDIAN	482	(N)
MS	MAGEMSMA	MAGEMSMA	JACKSON, MS	482	(N)
MS	MCCLMSMA	MCCLMSMA	GREENWOOD	482	(N)
MS	MCCMMSMA	BGCHMSSU	JACKSON, MS	482	(N)
MS	MCCMMSSM	BGCHMSSU	JACKSON, MS	482	(N)
MS	MCLNMSMA	MCLNMSMA	HATTIESBURG	482	(N)
MS	MDSNMSES	MDSNMSES	JACKSON, MS	482	(N)
MS	MGNLMSMA	TYTWMSMC	HATTIESBURG	482	(N)
MS	MIZEMSMA	MIZEMSMA	HATTIESBURG	482	(N)
MS	MNASMSMA	MNASMSMA	MERIDIAN	482	(N)
MS	MNDNMSMA	MNDNMSMA	JACKSON, MS	482	(N)
MS	MNTIMSMA	MNTIMSMA	HATTIESBURG	482	(N)

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Table 1 Cont'd)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
MS	MRDNMSTL	MRDNMSTL	MERIDIAN	482	(N)
MS	MRHDMSMA	MRHDMSMA	GREENWOOD	482	(N)
MS	MRKSMSHW	MRKSMSHW	GREENWOOD	482	(N)
MS	MRTNMSMA	MRTNMSMA	JACKSON, MS	482	(N)
MS	MSPNMSMA	MSPNMSMA	GULFPORT	484	(N)
MS	MSTFMSCU	MSTFMSCU	GULFPORT	484	(N)
MS	MTOLMSMA	MTOLMSMA	HATTIESBURG	482	(N)
MS	NTCHMSMA	WNRDMSSU	JACKSON, MS	482	(N)
MS	NTTNMSMA	NTTNMSMA	TUPELO, MS	482	(N)
MS	NWALMSMA	NWALMSMA	TUPELO, MS	482	(N)
MS	NWTNMSHC	NWTNMSHC	MERIDIAN	482	(N)
MS	NWTNMSMA	NWTNMSMA	MERIDIAN	482	(N)
MS	OBDHMSMA	OBDHMSMA	MERIDIAN	482	(N)
MS	OCSPMSGO	OCSPMSGO	GULFPORT	484	(N)
MS	OKLDMSMA	OKLDMSMA	GREENWOOD	482	(N)
MS	OKLNMSMA	OKLNMSMA	TUPELO, MS	482	(N)
MS	OSYKMSMA	TYTWMSMC	HATTIESBURG	482	(N)
MS	OXFRMSMA	OXFRMSMA	TUPELO, MS	482	(N)
MS	PACEMSMA	PACEMSMA	GREENWOOD	482	(N)
MS	PCKNMSMA	PCKNMSMA	JACKSON, MS	482	(N)
MS	PCYNMSMA	PPVLMSMA	HATTIESBURG	482	(N)
MS	PGSNMSMA	PGSNMSMA	JACKSON, MS	482	(N)
MS	PHLAMSMA	PHLAMSMA	MERIDIAN	482	(N)
MS	PLHTMSMA	PLHTMSMA	JACKSON, MS	482	(N)
MS	PLTNMSMA	PLTNMSMA	GULFPORT	484	(N)
MS	PNTTMSMA	PNTTMSMA	TUPELO, MS	482	(N)
MS	PPVLMSMA	PPVLMSMA	HATTIESBURG	482	(N)
MS	PRVSMSMA	PRVSMSMA	HATTIESBURG	482	(N)
MS	PSCGMSGGA	PSCGMSGGA	GULFPORT	484	(N)
MS	PSCGMSMA	PSCGMSMA	GULFPORT	484	(N)

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Table 1 Cont'd)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
MS	PSCHMSLT	PSCHMSLT	GULFPORT	484	(N)
MS	PSCHMSMA	PSCHMSMA	GULFPORT	484	(N)
MS	PTCMMSSU	PTCMMSSU	TUPELO, MS	482	(N)
MS	QTMNMSMA	QTMNMSMA	MERIDIAN	482	(N)
MS	RCTNMSMA	RCTNMSMA	HATTIESBURG	482	(N)
MS	RLFKMSMA	RLFKMSMA	JACKSON, MS	482	(N)
MS	RLGHMSMA	RLGHMSMA	JACKSON, MS	482	(N)
MS	RLVLMSMA	RLVLMSMA	GREENWOOD	482	(N)
MS	ROXIMSMA	WNRDMSSU	JACKSON, MS	482	(N)
MS	RPLYMSMA	RPLYMSMA	TUPELO, MS	482	(N)
MS	RSDLMSMA	RSDLMSMA	GREENWOOD	482	(N)
MS	RYMNMSDS	RYMNMSDS	JACKSON, MS	482	(N)
MS	SCOBMSMA	SCOBMSMA	MERIDIAN	482	(N)
MS	SHAWMES	SHAWMES	GREENWOOD	482	(N)
MS	SHBTMSMA	SHBTMSMA	MERIDIAN	482	(N)
MS	SHLBMSDS	SHLBMSDS	GREENWOOD	482	(N)
MS	SHNNMSMA	SHNNMSMA	TUPELO, MS	482	(N)
MS	SHQLMSMA	SHQLMSMA	MERIDIAN	482	(N)
MS	SKVLMSMA	SKVLMSMA	TUPELO, MS	482	(N)
MS	SLCKMSMA	SLCKMSMA	HATTIESBURG	482	(N)
MS	SLTLMSSU	SLTLMSSU	TUPELO, MS	482	(N)
MS	SMDLMSSU	BGCHMSSU	JACKSON, MS	482	(N)
MS	SMNRMSMA	SMNRMSMA	GREENWOOD	482	(N)
MS	SMRLMSMA	SMRLMSMA	HATTIESBURG	482	(N)
MS	SNRYMSMA	SNRYMSMA	HATTIESBURG	482	(N)
MS	SNSDMSSU	SNSDMSSU	GREENWOOD	482	(N)
MS	SNTBMSPS	BTVLMSDS	GREENWOOD	482	(N)
MS	SOHNMSDC	SOHNMSDC	MEMPHIS	468	(N)
MS	SRDSMSMA	BTVLMSDS	GREENWOOD	482	(N)
MS	SRISMSMA	SRISMSMA	GULFPORT	484	(N)

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Table 1 Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
MS	STRGMSSU	STRGMSSU	TUPELO, MS	482	(N)
MS	TCHLMSMA	TCHLMSMA	GREENWOOD	482	(N)
MS	TMSBMSMA	TMSBMSMA	MERIDIAN	482	(N)
MS	TRRYMSMA	TRRYMSMA	JACKSON, MS	482	(N)
MS	TTWLMSMA	TTWLMSMA	GREENWOOD	482	(N)
MS	TUNCMSMA	LULAMSMA	GREENWOOD	482	(N)
MS	TUPLMSMA	TUPLMSMA	TUPELO, MS	482	(N)
MS	TYTWMSMC	TYTWMSMC	HATTIESBURG	482	(N)
MS	TYVLMSMA	TYVLMSMA	HATTIESBURG	482	(N)
MS	UNINMSDS	UNINMSDS	MERIDIAN	482	(N)
MS	UTICMSDS	UTICMSDS	JACKSON, MS	482	(N)
MS	VADNMSMA	VADNMSMA	GREENWOOD	482	(N)
MS	VCBGMSMA	VCBGMSMA	JACKSON, MS	482	(N)
MS	VNCLMSMA	VNCLMSMA	GULFPORT	484	(N)
MS	VRNAMSMA	VRNAMSMA	TUPELO, MS	482	(N)
MS	WDVLMSMA	WNRDMSSU	JACKSON, MS	482	(N)
MS	WESTMSMA	WESTMSMA	GREENWOOD	482	(N)
MS	WGNMSMA	WGNMSMA	HATTIESBURG	482	(N)
MS	WINOMSMA	WINOMSMA	GREENWOOD	482	(N)
MS	WLGVMSSU	WLGVMSSU	JACKSON, MS	482	(N)
MS	WLNTMSMA	WLNTMSMA	TUPELO, MS	482	(N)
MS	WNRDMSSU	WNRDMSSU	JACKSON, MS	482	(N)
MS	WSPNMSMA	WSPNMSMA	TUPELO, MS	482	(N)
MS	WSSNMSMA	WSSNMSMA	JACKSON, MS	482	(N)
MS	WTVYMSMA	WTVYMSMA	GREENWOOD	482	(N)
MS	WYBOMSMA	WYBOMSMA	HATTIESBURG	482	(N)
MS	YZCYMSMA	YZCYMSMA	JACKSON, MS	482	(N)

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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
NC	ACMENCMA	ACMENCMA	WILMINGTON	428	(N)
NC	AHVLNCBI	AHVLNCBI	ASHEVILLE	420	(N)
NC	AHVLNCOH	AHVLNCOH	ASHEVILLE	420	(N)
NC	AHVLNCOT	AHVLNCOT	ASHEVILLE	420	(N)
NC	APEXNCCE	APEXNCCE	RALEIGH	426	(N)
NC	ARDNNCCE	ARDNNCCE	ASHEVILLE	420	(N)
NC	ARSNNCMA	BURLNCHA	GREENSBORO	424	(N)
NC	ATSNNCMA	ATSNNCMA	WILMINGTON	428	(N)
NC	BCMTNCCE	BCMTNCCE	ASHEVILLE	420	(N)
NC	BLMTNCCE	BLMTNCCE	CHARLOTTE	422	(N)
NC	BLRKNCCCE	BOONNCKI	CHARLOTTE	422	(N)
NC	BOONNCKI	BOONNCKI	CHARLOTTE	422	(N)
NC	BRGWNCMA	BRGWNCMA	WILMINGTON	428	(N)
NC	BSCYNCMA	BSCYNCMA	CHARLOTTE	422	(N)
NC	BURLNCDA	BURLNCDA	GREENSBORO	424	(N)
NC	BURLNCEL	BURLNCEL	GREENSBORO	424	(N)
NC	BURLNCHA	BURLNCHA	GREENSBORO	424	(N)
NC	CARYNCCE	CARYNCCE	RALEIGH	426	(N)
NC	CARYNCWS	CARYNCWS	RALEIGH	426	(N)
NC	CHRLNCBO	CHRLNCBO	CHARLOTTE	422	(N)
NC	CHRLNCCA	CHRLNCCA	CHARLOTTE	422	(N)
NC	CHRLNCCE	CHRLNCCE	CHARLOTTE	422	(N)
NC	CHRLNCCR	CHRLNCCR	CHARLOTTE	422	(N)
NC	CHRLNCDE	CHRLNCDE	CHARLOTTE	422	(N)
NC	CHRLNCER	CHRLNCER	CHARLOTTE	422	(N)
NC	CHRLNCLP	CHRLNCLP	CHARLOTTE	422	(N)
NC	CHRLNCMI	CHRLNCMI	CHARLOTTE	422	(N)
NC	CHRLNCOD	CHRLNCOD	CHARLOTTE	422	(N)
NC	CHRLNCRE	CHRLNCRE	CHARLOTTE	422	(N)
NC	CHRLNCSH	CHRLNCSH	CHARLOTTE	422	(N)

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(N)

Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
NC	CHRLNCTH	CHRLNCTH	CHARLOTTE	422	(N)
NC	CHRLNCUN	CHRLNCUN	CHARLOTTE	422	(N)
NC	CHVLNCCE	CHVLNCCE	CHARLOTTE	422	(N)
NC	CLEVNCMA	CLEVNCMA	CHARLOTTE	422	(N)
NC	CLMTNCMA	CLMTNCMA	CHARLOTTE	422	(N)
NC	CLYDNCMA	CLYDNCMA	ASHEVILLE	420	(N)
NC	CNTNNCMA	CNTNNCMA	ASHEVILLE	420	(N)
NC	CPHLNCRO	CPHLNCRO	RALEIGH	426	(N)
NC	CRBHNCCE	CRBHNCCE	WILMINGTON	428	(N)
NC	CRLNNCMA	CRLNNCMA	CHARLOTTE	422	(N)
NC	CSHYNCMA	CSHYNCMA	WILMINGTON	428	(N)
NC	DNVRNCMA	DNVRNCMA	CHARLOTTE	422	(N)
NC	DVSNNCPO	DVSNNCPO	CHARLOTTE	422	(N)
NC	ELBONCMA	ELBONCMA	CHARLOTTE	422	(N)
NC	ENKANCMA	ENKANCMA	ASHEVILLE	420	(N)
NC	FAMTNCMA	LMTNNCMA	WILMINGTON	428	(N)
NC	FRCYNCCE	FRCYNCCE	CHARLOTTE	422	(N)
NC	FRVWNCMA	FRVWNCMA	ASHEVILLE	420	(N)
NC	GBSNNCMA	LRBGNCMA	WILMINGTON	428	(N)
NC	GLBONCAD	GLBONCAD	RALEIGH	426	(N)
NC	GLBONCMA	GLBONCMA	RALEIGH	426	(N)
NC	GNBONCAP	GNBONCAP	GREENSBORO	424	(N)
NC	GNBONCAS	GNBONCAS	GREENSBORO	424	(N)
NC	GNBONCEU	GNBONCEU	GREENSBORO	424	(N)
NC	GNBONCHO	GNBONCHO	GREENSBORO	424	(N)
NC	GNBONCLA	GNBONCLA	GREENSBORO	424	(N)
NC	GNBONCMC	GNBONCMC	GREENSBORO	424	(N)
NC	GNBONCPG	GNBONCPG	GREENSBORO	424	(N)
NC	GNHMNCMA	GNHMNCMA	RALEIGH	426	(N)
NC	GRVRNCMA	GRVRNCMA	CHARLOTTE	422	(N)

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Table 1 (Cont'd)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
NC	GSTANCD	GSTANCD	CHARLOTTE	422	(N)
NC	GSTANCS	GSTANCS	CHARLOTTE	422	(N)
NC	GTWDNCMA	Svc Unavble	Svc Unavble	250	(N)
NC	HMLTNCMA	LRBGNCMA	WILMINGTON	428	(N)
NC	HNVLCCH	HNVLCCH	ASHEVILLE	420	(N)
NC	HNVLCED	HNVLCED	ASHEVILLE	420	(N)
NC	HNVLCMI	HNVLCMI	ASHEVILLE	420	(N)
NC	HSVLCCE	HSVLCCE	CHARLOTTE	422	(N)
NC	JULNNCMA	JULNNCMA	GREENSBORO	424	(N)
NC	KGMTNCMA	KGMTNCMA	CHARLOTTE	422	(N)
NC	KNDLNCCE	KNDLNCCE	RALEIGH	426	(N)
NC	LCSRNCMA	LCSRNCMA	ASHEVILLE	420	(N)
NC	LCSTNCMA	LCSTNCMA	CHARLOTTE	422	(N)
NC	LENRNCHA	LENRNCHA	CHARLOTTE	422	(N)
NC	LENRNCHU	LENRNCHU	CHARLOTTE	422	(N)
NC	LKLRCCE	LKLRCCE	ASHEVILLE	420	(N)
NC	LMTNNCMA	LMTNNCMA	WILMINGTON	428	(N)
NC	LNBNHCMA	SOPTNCCE	WILMINGTON	428	(N)
NC	LNTNNCMA	LNTNNCMA	CHARLOTTE	422	(N)
NC	LNTNNCVA	LNTNNCVA	CHARLOTTE	422	(N)
NC	LRBGNCMA	LRBGNCMA	WILMINGTON	428	(N)
NC	LTMRCCE	LTMRCCE	CHARLOTTE	422	(N)
NC	LWDLNCCE	LWDLNCCE	CHARLOTTE	422	(N)
NC	LWLLNCMA	LWLLNCMA	CHARLOTTE	422	(N)
NC	MADNNCCE	MADNNCCE	CHARLOTTE	422	(N)
NC	MGTNNCGL	MGTNNCGL	CHARLOTTE	422	(N)
NC	MGTNNCGR	MGTNNCGR	CHARLOTTE	422	(N)
NC	MGVANCCE	WYVLNCMA	ASHEVILLE	420	(N)
NC	MLTNNCMA	Svc Unavble	Svc Unavble	250	(N)
NC	MNTINCMA	MNTINCMA	GREENSBORO	424	(N)

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
NC	MTHLNCMA	MTHLNCMA	CHARLOTTE	422	(N)
NC	MTOLNCCE	GNHMNCMA	RALEIGH	426	(N)
NC	NWLDNCCE	BOONNCKI	CHARLOTTE	422	(N)
NC	NWTNNCMA	NWTNNCMA	CHARLOTTE	422	(N)
NC	PMBRNCCE	PMBRNCCE	WILMINGTON	428	(N)
NC	RCHMNCMA	LRBGNCMA	WILMINGTON	428	(N)
NC	RDVLNCMA	RDVLNCMA	GREENSBORO	424	(N)
NC	RDVLNCSE	RDVLNCSE	GREENSBORO	424	(N)
NC	RFFNNCMA	RDVLNCMA	GREENSBORO	424	(N)
NC	RLGHNCDE	RLGHNCDE	RALEIGH	426	(N)
NC	RLGHNCGE	RLGHNCGE	RALEIGH	426	(N)
NC	RLGHNCGL	RLGHNCGL	RALEIGH	426	(N)
NC	RLGHNCHE	RLGHNCHE	RALEIGH	426	(N)
NC	RLGHNCJO	RLGHNCJO	RALEIGH	426	(N)
NC	RLGHNCMO	RLGHNCMO	RALEIGH	426	(N)
NC	RLGHNCSE	RLGHNCSE	RALEIGH	426	(N)
NC	RLGHNCSE	RLGHNCSE	RALEIGH	426	(N)
NC	RTTNNCCE	RTTNNCCE	CHARLOTTE	422	(N)
NC	RWLDNCMA	PMBRNCCE	WILMINGTON	428	(N)
NC	SCHLNCHA	SCHLNCHA	WILMINGTON	428	(N)
NC	SCHLNCMA	SCHLNCMA	WILMINGTON	428	(N)
NC	SELMNCMA	SELMNCMA	RALEIGH	426	(N)
NC	SHLBNCMA	SHLBNCMA	CHARLOTTE	422	(N)
NC	SLBRNCMA	SLBRNCMA	CHARLOTTE	422	(N)
NC	SOPTNCCE	SOPTNCCE	WILMINGTON	428	(N)
NC	SPPNNCMA	MGTNNCGL	CHARLOTTE	422	(N)
NC	SRFDNCCE	SRFDNCCE	GREENSBORO	424	(N)
NC	SSVLNCJE	SSVLNCJE	CHARLOTTE	422	(N)
NC	SSVLNCMA	SSVLNCMA	CHARLOTTE	422	(N)
NC	STNLNCCE	STNLNCCE	CHARLOTTE	422	(N)

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 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
NC	STPNNCMA	STPNNCMA	CHARLOTTE	422	(N)
NC	SWNNNCMA	SWNNNCMA	ASHEVILLE	420	(N)
NC	SXPHNCMA	SXPHNCMA	GREENSBORO	424	(N)
NC	TRMNNCMA	TRMNNCMA	CHARLOTTE	422	(N)
NC	TYVLNCMA	TYVLNCMA	CHARLOTTE	422	(N)
NC	WGVLCMA	WGVLCMA	WILMINGTON	428	(N)
NC	WLMGNCFO	WLMGNCFO	WILMINGTON	428	(N)
NC	WLMGNCLE	WLMGNCLE	WILMINGTON	428	(N)
NC	WLMGNCWI	WLMGNCWI	WILMINGTON	428	(N)
NC	WNDLNCPI	WNDLNCPI	RALEIGH	426	(N)
NC	WNSLNCAR	WNSLNCAR	GREENSBORO	424	(N)
NC	WNSLNCCL	WNSLNCCL	GREENSBORO	424	(N)
NC	WNSLNCFI	WNSLNCFI	GREENSBORO	424	(N)
NC	WNSLNCGL	WNSLNCGL	GREENSBORO	424	(N)
NC	WNSLNCLE	WNSLNCLE	GREENSBORO	424	(N)
NC	WNSLNCVI	WNSLNCVI	GREENSBORO	424	(N)
NC	WNSLNCWA	WNSLNCWA	GREENSBORO	424	(N)
NC	WNSLNCWH	WNSLNCWH	GREENSBORO	424	(N)
NC	WYVLNCMA	WYVLNCMA	ASHEVILLE	420	(N)
NC	ZBLNNCCE	ZBLNNCCE	RALEIGH	426	(N)

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(N)

Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
SC	AIKNSCMA	AIKNSCMA	AIKEN, SC	442	(N)
SC	ALDLSCMA	DNMKSCES	COLUMBIA	434	(N)
SC	ARSNSCAH	ARSNSCAH	GREENVILLE	430	(N)
SC	ARSNSCMA	ARSNSCMA	GREENVILLE	430	(N)
SC	ARSNSCTV	ARSNSCTV	GREENVILLE	430	(N)
SC	BATHSCMA	BATHSCMA	AIKEN, SC	442	(N)
SC	BAVLSCMA	DNMKSCES	COLUMBIA	434	(N)
SC	BETNSCMA	BETNSCMA	GREENVILLE	430	(N)
SC	BEVLSCMA	BEVLSCMA	FLORENCE, SC	432	(N)
SC	BHISSCMA	BHISSCMA	AIKEN, SC	442	(N)
SC	BLBGSCMA	GFNYSCMA	GREENVILLE	430	(N)
SC	BLNHSCMA	BLNHSCMA	FLORENCE, SC	432	(N)
SC	BLRGSCMA	BLRGSCMA	GREENVILLE	430	(N)
SC	BMBRSCMA	BMBRSCMA	COLUMBIA	434	(N)
SC	BRWLSCBE	DNMKSCES	COLUMBIA	434	(N)
SC	BTBGSCMA	PRSRSCMA	COLUMBIA	434	(N)
SC	CENTSCWS	CENTSCWS	GREENVILLE	430	(N)
SC	CHAPSCCL	CHAPSCCL	COLUMBIA	434	(N)
SC	CHRWSCES	CHRWSCES	FLORENCE, SC	432	(N)
SC	CHTNSCDP	CHTNSCDP	CHARLESTON	436	(N)
SC	CHTNSCDT	CHTNSCDT	CHARLESTON	436	(N)
SC	CHTNSCJM	CHTNSCJM	CHARLESTON	436	(N)
SC	CHTNSCJN	CHTNSCJN	CHARLESTON	436	(N)
SC	CHTNSCLB	CHTNSCLB	CHARLESTON	436	(N)
SC	CHTNSCNO	CHTNSCNO	CHARLESTON	436	(N)
SC	CHTNSCWA	CHTNSCWA	CHARLESTON	436	(N)
SC	CLIOSCMA	CLIOSCMA	FLORENCE, SC	432	(N)
SC	CLMASCAR	CLMASCAR	COLUMBIA	434	(N)
SC	CLMASCBQ	CLMASCBQ	COLUMBIA	434	(N)
SC	CLMASCH	CLMASCH	COLUMBIA	434	(N)

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(N)

Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
SC	CLMASCDF	CLMASCDF	COLUMBIA	434	(N)
SC	CLMASCPA	CLMASCPA	COLUMBIA	434	(N)
SC	CLMASCSA	CLMASCSA	COLUMBIA	434	(N)
SC	CLMAS CSC	CLMAS CSC	COLUMBIA	434	(N)
SC	CLMASCSH	CLMASCSH	COLUMBIA	434	(N)
SC	CLMASCSN	CLMASCSN	COLUMBIA	434	(N)
SC	CLMASCSU	CLMASCSU	COLUMBIA	434	(N)
SC	CLMASCSW	CLMASCSW	COLUMBIA	434	(N)
SC	CLNSCMA	CLNSCMA	GREENVILLE	430	(N)
SC	CLTNSCMA	UNINSCMA	GREENVILLE	430	(N)
SC	CLVRSCES	CLVRSCES	YORK, SC	422	(N)
SC	CMDNSCLG	CMDNSCLG	COLUMBIA	434	(N)
SC	CMDNSCMA	CMDNSCMA	COLUMBIA	434	(N)
SC	CWPNSCMA	CWPNSCMA	GREENVILLE	430	(N)
SC	DLLNSCMA	DLLNSCMA	FLORENCE, SC	432	(N)
SC	DNMKSCES	DNMKSCES	COLUMBIA	434	(N)
SC	DRTNSCMA	DRTNSCMA	FLORENCE, SC	432	(N)
SC	EDBHSCMA	SBRKSCSK	CHARLESTON	436	(N)
SC	EDFDSCMA	EDFDSCMA	AIKEN, SC	442	(N)
SC	EOVRSCMA	EOVRSCMA	COLUMBIA	434	(N)
SC	ESLYSCMA	ESLYSCMA	GREENVILLE	430	(N)
SC	FLBHSCMA	FLBHSCMA	CHARLESTON	436	(N)
SC	FLRNSCMA	FLRNSCMA	FLORENCE, SC	432	(N)
SC	FNINSCES	FNINSCES	GREENVILLE	430	(N)
SC	FNVLSCMA	FNVLSCMA	GREENVILLE	430	(N)
SC	GFNYSCMA	GFNYSCMA	GREENVILLE	430	(N)
SC	GIVLSCMA	GIVLSCMA	AIKEN, SC	442	(N)
SC	GNVLSCBE	GNVLSCBE	GREENVILLE	430	(N)
SC	GNVLSCCH	GNVLSCCH	GREENVILLE	430	(N)
SC	GNVLSCCR	GNVLSCCR	GREENVILLE	430	(N)

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(N)

Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
SC	GNVLSCDT	GNVLSCDT	GREENVILLE	430	(N)
SC	GNVLSCWE	GNVLSCWE	GREENVILLE	430	(N)
SC	GNVLSCWP	GNVLSCWP	GREENVILLE	430	(N)
SC	GNVLSCWR	GNVLSCWR	GREENVILLE	430	(N)
SC	GRERSCMA	GRERSCMA	GREENVILLE	430	(N)
SC	HCGVSCMA	HCGVSCMA	YORK, SC	422	(N)
SC	HNPSCMA	HNPSCMA	GREENVILLE	430	(N)
SC	HTVLSCMA	HTVLSCMA	FLORENCE, SC	432	(N)
SC	ISPLSCIS	ISPLSCIS	CHARLESTON	436	(N)
SC	JHTNSCMA	JHTNSCMA	AIKEN, SC	442	(N)
SC	JNVLSCMA	PCLTSCES	GREENVILLE	430	(N)
SC	JONNSCES	UNINSCMA	GREENVILLE	430	(N)
SC	LATTSCLS	LATTSCLS	FLORENCE, SC	432	(N)
SC	LBRTSCMA	LBRTSCMA	GREENVILLE	430	(N)
SC	LKVWSCMA	LKVWSCMA	FLORENCE, SC	432	(N)
SC	LKWLSCRS	LKWLSCRS	YORK, SC	422	(N)
SC	LYMNSCES	LYMNSCES	GREENVILLE	430	(N)
SC	LYMNSCIP	LYMNSCIP	GREENVILLE	430	(N)
SC	MARNSCBN	MARNSCBN	FLORENCE, SC	432	(N)
SC	MARNSCMA	MARNSCMA	FLORENCE, SC	432	(N)
SC	MCCLSCMA	MCCLSCMA	FLORENCE, SC	432	(N)
SC	MLNSSCWP	MLNSSCWP	FLORENCE, SC	432	(N)
SC	MNPLSCES	MNPLSCES	CHARLESTON	436	(N)
SC	MRTTSCMA	TRRSSCMA	GREENVILLE	430	(N)
SC	NAGSSCMA	NAGSSCMA	AIKEN, SC	442	(N)
SC	NWBYSCMA	NWBYSCMA	COLUMBIA	434	(N)
SC	NWELSCMA	NWELSCMA	AIKEN, SC	442	(N)
SC	ORBGSCMA	ORBGSCMA	COLUMBIA	434	(N)
SC	PCKNSCES	PCKNSCES	GREENVILLE	430	(N)
SC	PCLTSCES	PCLTSCES	GREENVILLE	430	(N)

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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
SC	PDMTSCES	PDMTSCES	GREENVILLE	430	(N)
SC	PNTNSCMA	PNTNSCMA	GREENVILLE	430	(N)
SC	PRSRSCMA	PRSRSCMA	COLUMBIA	434	(N)
SC	SALMSCMA	SENCSCMA	GREENVILLE	430	(N)
SC	SBRKSCSK	SBRKSCSK	CHARLESTON	436	(N)
SC	SCHLSCES	SCHLSCES	FLORENCE, SC	432	(N)
SC	SENCSCMA	SENCSCMA	GREENVILLE	430	(N)
SC	SHRNSCMA	SHRNSCMA	YORK, SC	422	(N)
SC	SPBGSCBS	SPBGSCBS	GREENVILLE	430	(N)
SC	SPBGSCCV	SPBGSCCV	GREENVILLE	430	(N)
SC	SPBGSCHW	SPBGSCHW	GREENVILLE	430	(N)
SC	SPBGSCMA	SPBGSCMA	GREENVILLE	430	(N)
SC	SPBGSCWV	SPBGSCWV	GREENVILLE	430	(N)
SC	SPFDSCMA	DNMKSCES	COLUMBIA	434	(N)
SC	STGRSCMA	BMBRSCMA	COLUMBIA	434	(N)
SC	SUVLSCMA	SUVLSCMA	CHARLESTON	436	(N)
SC	SXMLSCMA	PCKNSCES	GREENVILLE	430	(N)
SC	TKNASCST	SENCSCMA	GREENVILLE	430	(N)
SC	TMVLSCMA	TMVLSCMA	FLORENCE, SC	432	(N)
SC	TRRSSCMA	TRRSSCMA	GREENVILLE	430	(N)
SC	UNINSCMA	UNINSCMA	GREENVILLE	430	(N)
SC	WCLMSCMA	WCLMSCMA	COLUMBIA	434	(N)
SC	WHTMSCMA	NWBYSMA	COLUMBIA	434	(N)
SC	WLHLSCES	SENCSCMA	GREENVILLE	430	(N)
SC	WMNSSCES	SENCSCMA	GREENVILLE	430	(N)
SC	WMTNSCPW	WMTNSCPW	GREENVILLE	430	(N)
SC	YORKSCMA	YORKSCMA	YORK, SC	422	(N)

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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
TN	ACHLTNMT	ACHLTNMT	NASHVILLE	470	(N)
TN	ARTNTNMT	MMPHTNBA	MEMPHIS	468	(N)
TN	ASCYTNMA	ASCYTNMA	NASHVILLE	470	(N)
TN	ATHNTNMA	SWTWTNMT	KNOXVILLE	474	(N)
TN	BGSNTNMA	HNTGTNMA	JACKSON, TN	468	(N)
TN	BLGPTNMA	WHPITNMA	KNOXVILLE	474	(N)
TN	BLLSTNMA	BLLSTNMA	JACKSON, TN	468	(N)
TN	BLNCTNMT	EAVLTNMA	NASHVILLE	470	(N)
TN	BLVRTNMA	BLVRTNMA	JACKSON, TN	468	(N)
TN	BNTNTNMT	CHTNTNMT	CHATTANOOGA	472	(N)
TN	BTSPTNMA	HNSNTNMT	JACKSON, TN	468	(N)
TN	BWVLTNMA	BWVLTNMA	JACKSON, TN	468	(N)
TN	CHRLTNMT	CHRLTNMT	NASHVILLE	470	(N)
TN	CHTGTNBR	CHTGTNBR	CHATTANOOGA	472	(N)
TN	CHTGTNDT	CHTGTNDT	CHATTANOOGA	472	(N)
TN	CHTGTNHT	CHTGTNHT	CHATTANOOGA	472	(N)
TN	CHTGTNMV	CHTGTNMV	CHATTANOOGA	472	(N)
TN	CHTGTNNS	CHTGTNNS	CHATTANOOGA	472	(N)
TN	CHTGTNRB	CHTGTNRB	CHATTANOOGA	472	(N)
TN	CHTGTNRO	CHTGTNRO	CHATTANOOGA	472	(N)
TN	CHTGTNSE	CHTGTNSE	CHATTANOOGA	472	(N)
TN	CHTGTNSM	CHTGTNSM	CHATTANOOGA	472	(N)
TN	CHTNTNMT	CHTNTNMT	CHATTANOOGA	472	(N)
TN	CLDGTNMA	WHBGKYMA	PIKEVILLE	466	(N)
TN	CLEVTNMA	CLEVTNMA	CHATTANOOGA	472	(N)
TN	CLMATNMA	SPHLTNMT	NASHVILLE	470	(N)
TN	CLTNTNMA	CLTNTNMA	KNOXVILLE	474	(N)
TN	CLVLTNMA	SANGTNMT	NASHVILLE	470	(N)
TN	CMCYTNMT	CNHMTNMA	NASHVILLE	470	(N)
TN	CMDNTNMA	HNTGTNMA	JACKSON, TN	468	(N)

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Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
TN	CNHMTNMA	CNHMTNMA	NASHVILLE	470	(N)
TN	CNVLTNMA	LYLSTNMA	NASHVILLE	470	(N)
TN	CRHLTNCB	CHTNTNMT	CHATTANOOGA	472	(N)
TN	CRPLTNMA	CRPLTNMA	NASHVILLE	470	(N)
TN	CRHTNMA	WTTWTNMA	NASHVILLE	470	(N)
TN	CRVLTNMA	CRVLTNMA	MEMPHIS	468	(N)
TN	CULKTNMA	SPHLTNMT	NASHVILLE	470	(N)
TN	CVTNTNMT	CVTNTNMT	MEMPHIS	468	(N)
TN	DCTRTNMT	DCTRTNMT	CHATTANOOGA	472	(N)
TN	DKSNTNMT	DKSNTNMT	NASHVILLE	470	(N)
TN	DNRGTNMA	DNRGTNMA	KNOXVILLE	474	(N)
TN	DOVRTNMT	CNHMTNMA	NASHVILLE	470	(N)
TN	DYBGTNMA	DYERTNMT	JACKSON, TN	468	(N)
TN	DYERTNMT	DYERTNMT	JACKSON, TN	468	(N)
TN	DYTNTNMA	DYTNTNMA	CHATTANOOGA	472	(N)
TN	EAVLTNMA	EAVLTNMA	NASHVILLE	470	(N)
TN	ETWHTNMT	SWTWTNMT	KNOXVILLE	474	(N)
TN	FIVLTNMA	FIVLTNMA	KNOXVILLE	474	(N)
TN	FKLNTNCC	FKLNTNCC	NASHVILLE	470	(N)
TN	FKLNTNMA	FKLNTNMA	NASHVILLE	470	(N)
TN	FLVLTNMA	EAVLTNMA	NASHVILLE	470	(N)
TN	FRDNTNMA	FRDNTNMA	NASHVILLE	470	(N)
TN	FRVWTNMT	FRVWTNMT	NASHVILLE	470	(N)
TN	FYVLTNMA	EAVLTNMA	NASHVILLE	470	(N)
TN	GALLTNMA	GALLTNMA	NASHVILLE	470	(N)
TN	GBSNTNMT	GBSNTNMT	JACKSON, TN	468	(N)
TN	GDJTTNMA	GDJTTNMA	MEMPHIS	468	(N)
TN	GDVLTNMA	GDVLTNMA	NASHVILLE	470	(N)
TN	GLSNTNMA	MCKNTNMA	JACKSON, TN	468	(N)
TN	GNBRTNMA	GNBRTNMA	NASHVILLE	470	(N)

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(N)

Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
TN	GNFDTNMT	DYERTNMT	JACKSON, TN	468	(N)
TN	GRNBTNMA	GRNBTNMA	KNOXVILLE	474	(N)
TN	GTBGTNMT	GTBGTNMT	KNOXVILLE	474	(N)
TN	GTWSTNSW	GTWSTNSW	MEMPHIS	468	(N)
TN	HDVLTNMA	HDVLTNMA	NASHVILLE	470	(N)
TN	HHNWTNMA	LYLSTNMA	NASHVILLE	470	(N)
TN	HIMNTNMA	HIMNTNMA	KNOXVILLE	474	(N)
TN	HLLSTNMT	BLLSTNMA	JACKSON, TN	468	(N)
TN	HMBLTNMA	HMBLTNMA	JACKSON, TN	468	(N)
TN	HMPSTNMA	LYLSTNMA	NASHVILLE	470	(N)
TN	HNLDTNMA	EAVLTNMA	NASHVILLE	470	(N)
TN	HNNGTNMA	CVTNTNMT	MEMPHIS	468	(N)
TN	HNSNTNMT	HNSNTNMT	JACKSON, TN	468	(N)
TN	HNTGTNMA	HNTGTNMA	JACKSON, TN	468	(N)
TN	HRFRTNMA	DNRGTNMA	KNOXVILLE	474	(N)
TN	HRNBTNMT	DYERTNMT	JACKSON, TN	468	(N)
TN	HTVLTNMA	LBNNTNMA	NASHVILLE	470	(N)
TN	JCSNTNMA	JCSNTNMA	JACKSON, TN	468	(N)
TN	JCSNTNNS	JCSNTNNS	JACKSON, TN	468	(N)
TN	JFCYTNMA	JFCYTNMA	KNOXVILLE	474	(N)
TN	JLLCTNMA	LKCYTNMA	KNOXVILLE	474	(N)
TN	JSPRTNMT	JSPRTNMT	CHATTANOOGA	472	(N)
TN	KGTNTNMT	KGTNTNMT	KNOXVILLE	474	(N)
TN	KNTNTNMA	DYERTNMT	JACKSON, TN	468	(N)
TN	KNVLTNBE	KNVLTNBE	KNOXVILLE	474	(N)
TN	KNVLTNFC	KNVLTNFC	KNOXVILLE	474	(N)
TN	KNVLTNMA	KNVLTNMA	KNOXVILLE	474	(N)
TN	KNVLTNWH	KNVLTNWH	KNOXVILLE	474	(N)
TN	KNVLTNYH	KNVLTNYH	KNOXVILLE	474	(N)
TN	LBNNTNMA	LBNNTNMA	NASHVILLE	470	(N)

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Appendix A

(N)

Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
TN	LFLTNTMA	LKCYTNMA	KNOXVILLE	474	(N)
TN	LKCYTNMA	LKCYTNMA	KNOXVILLE	474	(N)
TN	LNCYTNMA	LNCYTNMA	KNOXVILLE	474	(N)
TN	LODNTNMA	LODNTNMA	KNOXVILLE	474	(N)
TN	LRBGTNMA	SPHLTNMT	NASHVILLE	470	(N)
TN	LWBGNTMA	EAVLTNMA	NASHVILLE	470	(N)
TN	LXTNTNMA	LXTNTNMA	JACKSON, TN	468	(N)
TN	LYBGTNMT	EAVLTNMA	NASHVILLE	470	(N)
TN	LYLSTNMA	LYLSTNMA	NASHVILLE	470	(N)
TN	LYVLTNMA	SPHLTNMT	NASHVILLE	470	(N)
TN	MAVLTNMA	MAVLTNMA	KNOXVILLE	474	(N)
TN	MCKNTNMA	MCKNTNMA	JACKSON, TN	468	(N)
TN	MCWNTNMT	VNLRTNMA	NASHVILLE	470	(N)
TN	MDTNTNMA	MDTNTNMA	JACKSON, TN	468	(N)
TN	MDVITNMT	SWTWTNMT	KNOXVILLE	474	(N)
TN	MEDNTNMA	MEDNTNMA	JACKSON, TN	468	(N)
TN	MILNTNMA	MILNTNMA	JACKSON, TN	468	(N)
TN	MMPHTNBA	MMPHTNBA	MEMPHIS	468	(N)
TN	MMPHTNCK	MMPHTNCK	MEMPHIS	468	(N)
TN	MMPHTNCT	MMPHTNCT	MEMPHIS	468	(N)
TN	MMPHTNEL	MMPHTNEL	MEMPHIS	468	(N)
TN	MMPHTNFR	MMPHTNFR	MEMPHIS	468	(N)
TN	MMPHTNGT	MMPHTNGT	MEMPHIS	468	(N)
TN	MMPHTNHP	MMPHTNHP	MEMPHIS	468	(N)
TN	MMPHTNMA	MMPHTNMA	MEMPHIS	468	(N)
TN	MMPHTNMT	MMPHTNMT	MEMPHIS	468	(N)
TN	MMPHTNOA	MMPHTNOA	MEMPHIS	468	(N)
TN	MMPHTNSL	MMPHTNSL	MEMPHIS	468	(N)
TN	MMPHTNST	MMPHTNST	MEMPHIS	468	(N)
TN	MMPHTNWW	MMPHTNWW	MEMPHIS	468	(N)

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Table 1 (Cont'd)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
TN	MNCHTNMA	MRBOTNMA	NASHVILLE	470	(N)
TN	MNPLTNMA	SPHLTNMT	NASHVILLE	470	(N)
TN	MRBOTNMA	MRBOTNMA	NASHVILLE	470	(N)
TN	MRTWTNMA	WHPITNMA	KNOXVILLE	474	(N)
TN	MSCTTNMT	MSCTTNMT	KNOXVILLE	474	(N)
TN	MSCWTNMA	GDJTTNMA	MEMPHIS	468	(N)
TN	MYVLTNMA	MYVLTNMA	KNOXVILLE	474	(N)
TN	NRRSTNMA	NRRSTNMA	KNOXVILLE	474	(N)
TN	NSVLTNAA	NSVLTNAA	NASHVILLE	470	(N)
TN	NSVLTNAP	NSVLTNAP	NASHVILLE	470	(N)
TN	NSVLTNBH	NSVLTNBH	NASHVILLE	470	(N)
TN	NSVLTNBV	NSVLTNBV	NASHVILLE	470	(N)
TN	NSVLTNBW	NSVLTNBW	NASHVILLE	470	(N)
TN	NSVLTNCD	NSVLTNCD	NASHVILLE	470	(N)
TN	NSVLTNCH	NSVLTNCH	NASHVILLE	470	(N)
TN	NSVLTNDO	NSVLTNDO	NASHVILLE	470	(N)
TN	NSVLTNHH	NSVLTNHH	NASHVILLE	470	(N)
TN	NSVLTNIN	NSVLTNIN	NASHVILLE	470	(N)
TN	NSVLTNMC	NSVLTNMC	NASHVILLE	470	(N)
TN	NSVLTNMT	NSVLTNMT	NASHVILLE	470	(N)
TN	NSVLTNST	NSVLTNST	NASHVILLE	470	(N)
TN	NSVLTNUN	NSVLTNUN	NASHVILLE	470	(N)
TN	NSVLTNWC	NSVLTNWC	NASHVILLE	470	(N)
TN	NSVLTNWM	NSVLTNWM	NASHVILLE	470	(N)
TN	NWBRTNMA	DYERTNMT	JACKSON, TN	468	(N)
TN	NWPTTNMT	WHPITNMA	KNOXVILLE	474	(N)
TN	OKRGTNMT	OKRGTNMT	KNOXVILLE	474	(N)
TN	OLHCTNMA	OLHCTNMA	NASHVILLE	470	(N)
TN	OLSPTNMA	OLSPTNMA	KNOXVILLE	474	(N)
TN	PARSTNMA	MCKNTNMA	JACKSON, TN	468	(N)

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Table 1 (Cont'd)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
TN	PLMYTNMA	CNHMTNMA	NASHVILLE	470	(N)
TN	PLSKTNMA	SPHLTNMT	NASHVILLE	470	(N)
TN	PSVWTNMT	PSVWTNMT	NASHVILLE	470	(N)
TN	PTBGTNMA	EAVLTNMA	NASHVILLE	470	(N)
TN	PTLDTNMA	PTLDTNMA	NASHVILLE	470	(N)
TN	RDGLTNMA	DYERTNMT	JACKSON, TN	468	(N)
TN	RKWDTNMA	RKWDTNMA	KNOXVILLE	474	(N)
TN	RPLYTNMA	CVTNTNMT	MEMPHIS	468	(N)
TN	RRVLTNMA	WHPITNMA	KNOXVILLE	474	(N)
TN	SANGTNMT	SANGTNMT	NASHVILLE	470	(N)
TN	SDDSTNMA	SDDSTNMA	CHATTANOOGA	472	(N)
TN	SEWNTNMW	MRBOTNMA	NASHVILLE	470	(N)
TN	SHVLTNMA	EAVLTNMA	NASHVILLE	470	(N)
TN	SLMRTNMT	MDTNTNMA	JACKSON, TN	468	(N)
TN	SMTWTNMA	SPHLTNMT	NASHVILLE	470	(N)
TN	SMYRTNMA	SMYRTNMA	NASHVILLE	470	(N)
TN	SNTFTNMA	SPHLTNMT	NASHVILLE	470	(N)
TN	SNVLTNMA	WHPITNMA	KNOXVILLE	474	(N)
TN	SOVLTNMT	SOVLTNMT	MEMPHIS	468	(N)
TN	SPBGTNMA	SPBGTNMA	CHATTANOOGA	472	(N)
TN	SPCYTNMT	SPCYTNMT	CHATTANOOGA	472	(N)
TN	SPFDTNMA	SPFDTNMA	NASHVILLE	470	(N)
TN	SPHLTNMT	SPHLTNMT	NASHVILLE	470	(N)
TN	SRVLTNMA	WHPITNMA	KNOXVILLE	474	(N)
TN	SVNHTNMT	HNSNTNMT	JACKSON, TN	468	(N)
TN	SVVLTNMT	SVVLTNMT	KNOXVILLE	474	(N)
TN	SWTWTNMT	SWTWTNMT	KNOXVILLE	474	(N)
TN	TLLHTNMA	MRBOTNMA	NASHVILLE	470	(N)
TN	TPVLTNMA	DYERTNMT	JACKSON, TN	468	(N)
TN	TRINTNMA	TRINTNMA	NASHVILLE	470	(N)

BELLSOUTH TELECOMMUNICATIONS, INC.
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 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: MAY 22, 2000

TARIFF F.C.C. NO. 1
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(N)

Table 1 (Cont'd)

(N)

<u>State</u>	<u>SWC CLLI</u>	<u>SAP CLLI</u>	<u>Service Area</u>	<u>LATA #</u>	(N)
TN	TROYTNMT	DYERTNMT	JACKSON, TN	468	(N)
TN	TRTNTNMA	TRTNTNMA	JACKSON, TN	468	(N)
TN	TWNSTNMA	TWNSTNMA	KNOXVILLE	474	(N)
TN	UNCYTNMA	DYERTNMT	JACKSON, TN	468	(N)
TN	VNLRTNMA	VNLRTNMA	NASHVILLE	470	(N)
TN	WHBLTNMT	WHBLTNMT	NASHVILLE	470	(N)
TN	WHHSTNMA	WHHSTNMA	NASHVILLE	470	(N)
TN	WHPITNMA	WHPITNMA	KNOXVILLE	474	(N)
TN	WHVLTNMT	WHVLTNMT	MEMPHIS	468	(N)
TN	WHWLTNMA	WHWLTNMA	CHATTANOOGA	472	(N)
TN	WLPTTNMA	LYLSTNMA	NASHVILLE	470	(N)
TN	WNCHTNMA	MRBOTNMA	NASHVILLE	470	(N)
TN	WRTRTNMT	MRBOTNMA	NASHVILLE	470	(N)
TN	WTTWTNMA	WTTWTNMA	NASHVILLE	470	(N)
TN	WVRLTNMT	VNLRTNMA	NASHVILLE	470	(N)
