

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JANUARY 8, 2004

TARIFF F.C.C. NO. 1
 654TH REVISED PAGE 1
 CANCELS 653RD REVISED PAGE 1

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All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.
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5-1	18th				
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5-5	8th				
5-6	8th				
5-7	8th				
5-8	8th				
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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(E) BellSouth Transport Savings Plan (TSP) (Cont'd)

- (5) For customers subscribing to the BellSouth TSP, the Volume Band will be determined based on the billing for the most recent six months for the total SPA and SWA dedicated transport services which billing is then annualized (i.e., multiplied by two). The Volume Bands are defined in 2.4.8(E)(7). Total SPA and SWA dedicated transport services include the eligible transport services as set forth in 2.4.8(E)(1) and the following: Metallic (a.k.a. BellSouth Metallic) Service, Telegraph Grade (a.k.a. BellSouth Telegraph) Service, Program Audio (a.k.a. BellSouth SPA Program Audio) Service, Video (a.k.a. BellSouth SPA Video) Service, Wideband Analog (a.k.a. BellSouth SPA Wideband Analog) Service, Dry Fiber, Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel) Service, SMARTPath Service (a.k.a. BellSouth SPA DS1 Shared Ring), FlexServ (a.k.a. BellSouth SPA Customer Reconfiguration) Service, SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring Network), Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video) Service, SMARTPATH DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring), Uncompressed Switched Video (a.k.a. BellSouth SPA Uncompressed Switched Video) Service, 70 MHz Transport (a.k.a. BellSouth SPA 70 MHz Transport) Service, DS3 Digital Video (a.k.a. BellSouth SPA DS3 Digital Video) Service, BellSouth SPA Modular Video Transport Service, Surcharge for Special Access (a.k.a. BellSouth SPA) Service and Message Station Equipment Recovery Charge, WATS Access Line (a.k.a. BellSouth SPA WATS Line) Service as set forth in Section 7 of this Tariff, and BellSouth ADSL Service and BellSouth Session Based DSL Service as set forth in Section 28 of this Tariff, BellSouth Managed Shared Ring Service as set forth in Section 6 of this Tariff, BellSouth Directory Transport as set forth in Section 9 of this Tariff, Federal Government Transport Plan as set forth in Section 10 of this Tariff and the Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service) as set forth in Section 21 of this Tariff. (C)
- (6) When a customer subscribes to the BellSouth TSP, a volume band will be established based on twice the customer's most recent six months billing (historical billing). The customer agrees to maintain this commitment level of billing for the duration of their BellSouth TSP plan. Except 2.4.8(E)(9), 2.4.8(E)(11) and 2.4.8(E)(12) the customer must maintain the greater of 90 percent of its historical billing or the minimum billing associated with the customer volume band. (C)

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(F) BellSouth Fast Packet Savings Plan (Cont'd)

BellSouth DSL Services that are not included in an FSP will not receive BellSouth FSP credits. Monthly recurring billing for such services shall, however, count towards the customer's Total Fast Packet Services Monthly Recurring Billing (referred to as qualifying revenues) for a BellSouth FSP as set forth in 2.4.8(F)(3) following.

- (3) The customer's Total Fast Packet Services Monthly Recurring Billing, referred to hereafter as qualifying revenues, will be utilized to establish the appropriate BellSouth FSP credit schedule which will be applied to the customer's eligible Fast Packet Service billing as set forth in 2.4.8(F)(1) preceding. A customer's qualifying revenues is defined to include their monthly recurring billing¹ for the following services:
- Eligible Fast Packet Services (as set forth in 2.4.8(F)(1))
 - BellSouth Exchange Access Frame Relay Service under FPSP
 - BellSouth Exchange Access Asynchronous Transfer Mode Service under FPSP
 - BellSouth Exchange Access Connectionless Data Service under FPSP or Month-to-Month
 - BellSouth ADSL Service and BellSouth Session Based DSL Service (C)
 - BellSouth Native Mode LAN Interconnection Service
 - Eligible BellSouth Transport Services:
 - WATS Access Line (WAL) (a.k.a. BellSouth WATS Line) Service
 - DS1 High Capacity (a.k.a. BellSouth SPA DS1) Service
 - High Capacity (a.k.a. BellSouth SPA High Capacity)
 - LightGate Service (a.k.a. BellSouth SPA Point to Point Network)
 - Digital Data Access Service (a.k.a. BellSouth SPA DSO Digital Data)
 - Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing Service) (a.k.a. BellSouth SPA Dedicated Ring)
 - Voice Grade (a.k.a. BellSouth SPA DSO VG) Service
 - Program Audio (a.k.a. BellSouth SPA Program Audio) Service
 - Analog Data Access (a.k.a. BellSouth SPA DSO VG) Service
 - SMARTPath Service (a.k.a. BellSouth SPA DS1 Shared Ring)
 - SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring)
 - SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring Network)
 - FlexServ (a.k.a. BellSouth SPA Customer Reconfiguration) Service
 - BellSouth SPA Managed Shared Network Service
 - BellSouth SWA Transport
 - BellSouth SWA Managed Shared Network Service

Note 1: While nonrecurring charges for eligible services receive discounts under an FSP agreement, nonrecurring charge billing does not count as "qualifying" revenue towards a customer's minimum monthly revenue commitment.

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

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(J) BellSouth ADSL Service and BellSouth Session Based DSL Service (C)

The customer must place an electronic (Internet or "web-based" interface) order utilizing a Telephone Company-specified order and response system to request VCs be provisioned to a customer-designated end-user premises. The Telephone Company-specified electronic order and response system allows a BellSouth ADSL service and/or BellSouth Session Based 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 provided when a customer meets the requirements specified in (1)(a) following. (C)

(1) Ordering Conditions

(a) The customer shall provide all information necessary for the Telephone Company to provide and bill for the BellSouth ADSL service and/or BellSouth Session Based DSL service. In addition to the order information required in 5.2.14 following, the customer must also provide: (C)

- 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
- When requested, an end-user letter of authorization
- End-user's Local Exchange service provider, Local Exchange service telephone number and premises address
- Network Service Provider (NSP)
- Type of request
- BellSouth XAATMS, MSATMS or EUA 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
- Requested Due Date
- Requested VC data rate
- Whether VCs are part of a multiple VC arrangement and, if so, associated VPI and VCI for each VC and QoS for each VC (C)

ACCESS SERVICE

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

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(J) BellSouth ADSL Service and BellSouth Session Based DSL Service (C)

(1) Ordering Conditions (Cont'd)

(b) (Cont'd)

When a customer requests End-User Aggregation, the customer must additionally specify: (C)

- The primary NSP
- The number of sessions and destinations per line
- Domain Group(s) (DG) and Domain Group Name(s) (DGN) associated with each EUA dedicated transport.
- Domain Group List(s) (DGL) associated with each DG.
- Domain Name(s) (DN) associated with each EUA DGL.
- DGLs that each end-user may access

EUA does not utilize VPI/VCI information

Furthermore, End-User Aggregation must be specified when initially ordering a transport facility to be utilized in conjunction with BellSouth ADSL service, End-User Aggregation. End-User Aggregation is the only option for the customer when BellSouth Session Based DSL service is ordered. Connection to End-User Aggregation, is accomplished with facilities dedicated to the transport of End-User Aggregation terminated in Company-specified Central Offices that are capable of providing End-User Aggregation. Interstate dedicated Special Access (a.k.a. BellSouth SPA) service rates, charges and regulations are specified in Section 7 of this tariff. End-User Aggregation transport facility may not be terminated in BellSouth XAATMS or MSATMS. BellSouth ADSL service, End-User Aggregation, is required when the customer requests BellSouth ADSL service "Multiple Destinations" and/or "Multiple Sessions." (N)
(N)
(C)
(C)
(C)
(C)
(C)
(C)

(c) 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.

(d) A customer who requests a rearrangement of Virtual Circuit (VC) from/to an arrangement provisioned as either XAATMS/MSATM or End-User Aggregation, is also responsible for submitting to the Telephone Company the information that will enable the Telephone Company to complete that rearrangement. The required information is as specified in 5.2.7(A), preceding. (C)

ACCESS SERVICE

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

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(J) BellSouth ADSL Service and BellSouth Session Based DSL Service (C)

(1) Ordering Conditions (Cont'd)

- (e) A customer may request a modification of its BellSouth ADSL service and/or BellSouth Session Based DSL 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 be completed as if for new service as specified in 7.4.29. (C)

5.1.2 Provision of Other Services

- (A) Testing Service, Additional Labor, and Special Facilities Routing shall be ordered with an Access Order or as set forth in (B) following. The rates and charges for these services, as set forth in other sections of this tariff, will apply in addition to the ordering charges set forth in this section and the rates and charges for the Access Service with which they are associated.
- (B) With the agreement of the Telephone Company, the items listed in (A) preceding may subsequently be added to the order at any time, up to and including the service date for the Access Service. When added subsequently, charges for a design change as set forth in 5.3(C)(3) following will apply when an engineering review is required.
- (C) Additional Engineering is not an ordering option, but will be applied to an Access Order when the Telephone Company determines that Additional Engineering is necessary to accommodate a customer request. Additional Engineering will only be required as set forth in 13.1 following. When it is required, the customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges.

If the customer agrees to the Additional Engineering, a firm order will be established. If the customer does not want the service or facilities after being notified that Additional Engineering of Telephone Company facilities is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the customer for the Additional Engineering may not exceed the estimated amount by more than 10%.

The regulations, rates and charges for Additional Engineering are as set forth in 13.1 following and are in addition to the regulations, rates and charges specified in this section.

ACCESS SERVICE

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

5.2.15 Mechanized Interface to Specified Operation Support Systems

For any customer of BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service, other than BellSouth ADSL Service and BellSouth Session Based DSL Service, additional features are offered. The features include a mechanized interface to the trouble reporting system as indicated in (A) following, a mechanized interface to the Preferred Interexchange Carrier (PIC); Street Guide Validation, and verification of Connecting Facility Assignments (CFA) and Network Channel/Interface Codes (NC/NCI). The Telephone Company will provide BellSouth ADSL Service and BellSouth Session Based DSL Service customers electronic input and response format information. (C)

(A) The feature, Trouble Administration for Access Services, allows the customer to electronically perform the following:

- Enter a Trouble Report
- Request Trouble Report status
- Add Trouble Report information
- Modify Trouble Report attributes
- Verify repair completion
- Cancel Trouble Report
- Trouble Report attribute value change

(B) The feature, PIC Inquiry and Order, provides the BellSouth SWA Access Customers (BellSouth SWA FGD only) the ability to perform the following:

- Telephone PIC inquiry
- Telephone PIC change

This feature is only for access to the system. All other appropriate PIC charges as set forth in 13.3.3 following apply.

(C) The feature, Street Guide Validation, provides the customer with the ability to electronically verify an end user street address for the purpose of submitting an accurate access service request (ASR).

This feature is available to the customer in conjunction with the submission of an ASR for the sole purpose of validating the street address of an end user. Any other use of this service is prohibited.

(D) The features, Connecting Facility Assignment (CFA) and Network Channel/Interface Codes (NC/NCI) are provided for the sole purpose of enabling the customer to electronically verify connecting facility assignment(s) and network channel/interface code(s) prior to submitting an access service request (ASR).

(E) To implement these features, the customer must provide a terminal a modem and Switched Dial Service or a Private Line Service to a location designated by the Company at which the Company provides access to these features. If the customer chooses to utilize a dial service to access these features, a Security Card is required. The ordering conditions for the Security Card are set forth in 13.3.12 following.

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ISSUED: JANUARY 8, 2004

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7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.2 Service Descriptions (Cont'd)

Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data) Service	TR-NWT-000341
For 2.4, 4.8, 9.6 & 56.0 kbps	ANSI T1.107b-1
For 19.2 kbps	ANSI T1.197b-1991
For 64.0 kbps	ANSI T1.107b-1991
High Capacity	TR-NPL-000054
	TR-INS-000342
WATS Access Line (a.k.a. BellSouth SPA WATS Line)	TR-NWT-000334
Self-healing Rings	TR-NWT-000496
Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel) Service	TR-73548
	TR-73548, Addendum 1
SMARTPath Service (a.k.a. BellSouth SPA DS1 Shared Ring)	TR-73575
SMARTPath DS3 Transport (a.k.a. BellSouth SPA DS3 Shared Ring) Service	TR-73575, Addendum 1
BellSouth ADSL Service and BellSouth Session Based DSL Service	TR-73612

(C)
(C)

7.2.1 Metallic Service (a.k.a. BellSouth SPA Metallic)

(A) Basic Channel Description

A Metallic (a.k.a. BellSouth SPA Metallic) channel is an unconditioned two-wire channel capable of transmitting low speed varying signals at rates up to 30 baud. This channel is provided by metallic or equivalent facilities. Metallic (a.k.a. BellSouth SPA Metallic) channels are provided between customer designated premises or between a customer designated premises and a Telephone Company Hub where bridging functions are performed. Interoffice metallic facilities will be limited in length to a total of five miles per channel.

(B) Technical Specifications Packages

Parameter	Package MT-		
	1	2	3
DC Resistance			
Between Conductors	X	X	
Loop Resistance			X
Shunt Capacitance			X

The technical specifications are delineated in Technical Reference TR-NPL-000336.

(C) Channel Interface

Compatible channel interfaces are set forth in Technical Reference TR-NPL-000336.

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ACCESS SERVICE

28 – Digital Subscriber Line Access Services

The Telephone Company will provide three types of Digital Subscriber Line Access Services: BellSouth Enterprise DSL service, BellSouth ADSL service and BellSouth Session Based 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. (C)

The regulations, rates and charges specified in this tariff for BellSouth Enterprise DSL service, BellSouth ADSL service and BellSouth Session Based 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. (T) (C) (C)

28.1 BellSouth Enterprise DSL Service (T)

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. (T)

(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). (T)

Certain material previously appearing on this page now appears on 1st revised page 28-2.

ACCESS SERVICE

28 – Digital Subscriber Line Services

28.1 BellSouth Enterprise DSL service (Cont'd) (T)

28.1.1 Service Description (Cont'd)

- (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. (M)(T)
(M)
(M)
(M)
- (B) A VC is established as an overlay of a combination of services, including a BellSouth Enterprise DSL service, Connection, between the customer's designated end-user premises and the customer's designated location, by mapping of a VC through the Telephone Company's network to a BellSouth XAATMS or MSATMS-terminated dedicated transport, as specified by the customer and described in section 28.1.6. (T)

(1) VC 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

- Provision of a BellSouth Enterprise DSL service, Connection is also required for the provision of an associated VC. VC data rate must equal the Connection data rate. Actual end-to-end VC data rate achieved may be affected by factors such as loop length and shared facilities in the Telephone Company network. (T)
- (C) A QoS category has been established to support definition of customer applications. When associated with a BellSouth Enterprise DSL service, VC, a QoS designation is a parameter that defines the transfer characteristics of a customer's VC data traffic as it is transported through the Telephone Company's network. BellSouth Enterprise DSL service supports the following type of QoS service category: (T)
(T)

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ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service

28.2.1 General

- (A) BellSouth ADSL service is intended as an industrial offering that is made available to Network Service Providers for provision of high speed data service to their customers, and provides subject to the terms and conditions set forth herein, for the establishment of a point-to-point Connection and Virtual Circuit (VC) between two customer designated locations. BellSouth ADSL service is primarily intended to provide a Connection and VC between an end-user premises location designated by Network Service Providers (NSP), including Internet/Intranet Service providers (ISP), Competitive Local Exchange Companies (CLEC), etc., hereinafter referred to as customer, and the customer's location. The design, maintenance, and operation of BellSouth ADSL service contemplates end-to-end communication consisting of combinations of overlay services such as in-service, Telephone Company-provided, compatible end-user premises exchange line facility, BellSouth Exchange Access Asynchronous Transfer Mode Service (XAATMS) or Managed Shared Asynchronous Transfer Mode Service (MSATMS) and other appropriate transport facilities. BellSouth ADSL service may also be configured as BellSouth ADSL service, End-User Aggregation. (C)

The designated end-user premises location must be served by an existing, in-service, Telephone Company provided exchange line facility and, with the exception of BellSouth ADSL service, End-User Aggregation (EUA), the designated customer location must be connected to BellSouth XAATMS or MSATMS, with the BellSouth XAATMS or MSATMS port enabled for Unspecified Bit Rate (UBR) transmission. Both the end-user and the customer-designated premises must be in the same Local Access and Transport Area (LATA). BellSouth ADSL service utilizes the facilities used by these services in order to establish a VC between the customer-designated location and the customer-specified end-user premises location. BellSouth ADSL service, End-User Aggregation, does not overlay BellSouth XAATMS or MSATMS.

Multiple VCs (simultaneous connections to the same and/or other customer-designated premises) are available as overlays of a single exchange line facility when provisioned using BellSouth XAATMS or MSATMS provisioning methods. Multiple VCs are not available with EUA. When associated with BellSouth ADSL service, MVC, VCs specified in 28.2.1(C)(6)(a) are available only as UBR QoS. BellSouth ADSL service VCs specified in 28.2.1(C)(6)(b) are provided with a CBR QoS. A QoS designation is a parameter that defines the transfer characteristics of a customer's VC data-traffic as it is transported through the Telephone's Company's network. (N)

An in-service exchange line facility, as referred to in association with BellSouth ADSL service, is the serving Central Office line equipment and all the plant facilities up to and including the Telephone Company-provided Network Interface Device (NID).

- (B) BellSouth ADSL service is furnished where suitable facilities are available as determined by the Telephone Company. BellSouth ADSL service Central Office availability will be as listed in the National Exchange Carriers Association (N.E.C.A.) F.C.C. Tariff No. 4.

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28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service

28.2.1 General (Cont'd)

- (C) BellSouth ADSL service is available in combinations as specified following.

Downstream		Upstream	
Minimum	Maximum	Minimum	Maximum
(1) NA	1.5 Mbps	NA	256 Kbps
(2) 768 Kbps	NA	512 Kbps	NA
(3) 1.5 Mbps	1.8 Mbps	512 Kbps	768 Kbps
(4) 2.0 Mbps	4.0 Mbps	640 Kbps	896 Kbps
(5) 4.0 Mbps	6.0 Mbps	640 Kbps	896 Kbps
(6) 384 Kbps	NA	384 Kbps	NA
(a) UBR			
(b) CBR			
(7) 192 Kbps	NA	192 Kbps	NA
(8) NA	256 Kbps	NA	128 Kbps

(N)
(N)

Provision of a BellSouth ADSL service Connection also requires provision of an associated VC between an end-user premises location designated by customer and customer's location. VC data rate must be less than or equal to the Connection data rate.

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

Connection speed, or "synchronization rate," is measured by the Telephone Company between an "ADSL Transceiver Unit – Remote (ATU-R)," located at the Network Interface Device (NID) at the end-user premises and an "ADSL Transceiver Unit – Central Office (ATU-C)," located in the Telephone Company's network. The Telephone Company may utilize any available spectrum on the same exchange line facility not necessary to provide the customer's BellSouth ADSL service. Actual data rate achieved may be affected by loop length and other factors. The data rate provided by BellSouth may exceed the minimum data rates in 28.2.1(C)(2) through (7) in order that the achieved minimum data rate will equal or exceed the minimum data rate specified. The movement of data in a direction away from the end-user premises, toward its normal Serving Wire Center (SWC), is in the upstream direction. The movement of data in a direction toward the end-user premises from its normal SWC is in the downstream direction.

- (D) Multipoint service is not available.

- (E) The regulations, rates and charges specified in this tariff for BellSouth ADSL 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.

- (F) When provisioned as BellSouth ADSL service, End-User Aggregation, the maximum number of VCs per connection is four. When provisioned as an overlay of BellSouth XAATMS or MSATMS, the maximum number of VCs per connection is four.

(C)
(C)

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service

28.2.1 General (Cont'd)

(G) BellSouth ADSL Service, End-User Aggregation (Cont'd)

(2) Destinations (Cont'd)

- For the purposes of BellSouth ADSL service, End-User Aggregation, a Domain Group List is a group of unique Domain Names or Realms within a Domain Group which a customer-designated end-user may access. One or more DGLs comprise a DG.

The BellSouth ADSL service, End-User Aggregation network utilizes a load-managing architecture such that each data exchange between the end-user and the customer may exit the BellSouth ADSL service, End-User Aggregation network at one of potentially multiple customer-designated locations. The customer of BellSouth ADSL service, End-User Aggregation may request Per Connection Testing Capability. Per Connection Testing Capability allows access to an additional Destination for use as a trouble isolation tool for NSPs. Refer to TR73612 for the use, specification and limits associated with the per Connection Testing Capability. (C)
(C)
(T)
(C)

- BellSouth ADSL service, End-User Aggregation customers may take advantage of this capability by requesting per Connection Testing Capability through procedures associated with requests for new BellSouth ADSL service, End-User Aggregation (C)
- No test capability will be provided in a LATA where the NSP does not subscribe to BellSouth ADSL service, End-User Aggregation.

Routing of the per Connection Testing Capability through the BellSouth ADSL service, End-User Aggregation network, will be as determined by the Telephone Company. (C)

(3) Sessions Per Line

Sessions Per Line refers to the ability of an end-user to initiate multiple sessions via a single BellSouth ADSL service VC. A "Session," as referred to in association with Sessions Per Line, is an active connection between an end-user and an NSP.

The number of active Sessions is limited to 2000 per End-User Aggregation, Arrangement Capacity of 44.210 Mbps. The number of active Sessions is limited to 5000 per End-User Aggregation, Arrangement Capacity of 149.760 Mbps.

Destinations and Sessions are only available in conjunction with End-User Aggregation.

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service

28.2.1 General (Cont'd)

- (H) In order to maintain the quality of BellSouth ADSL service, BellSouth reserves the right to perform preventative maintenance and software updates to its network. Although BellSouth only anticipates maintenance activity to occur, on average, once per quarter, BellSouth reserves the right to perform maintenance activities when BellSouth deems necessary.
- (I) As used with BellSouth ADSL service, the term Multiple VC(s) (MVC) refers to the ability to provision multiple VCs simultaneously at an end-user location, via an overlay of the same Connection. MVC is available at optional data rates specified in 28.2.1(C)(2), (3), (4), (5) (6)(a) and (7) preceding. (C)
- (1)When Multiple VCs (MVC) are overlaid upon a Connection, regardless of the order in which they are disconnected or installed and available for service, a "base" VC will be assumed for billing and tracking purposes and will be referred to as the "First" VC. (C)
- (2)The VC optional data rate specified to the Telephone Company by the customer will define the total available bandwidth for all VCs overlaying the same Connection. (C)

The Telephone Company is not responsible for authenticating any end-user accesses.

- (J) BellSouth ADSL service is provided with two Quality of Service (QoS) levels/categories. A QoS category supports definition of customer applications. When associated with a BellSouth ADSL service, VC, a QoS designation is a parameter that defines the transfer characteristics of a customer's VC data-traffic as it is transported through the Telephone Company's network. BellSouth ADSL service supports the following categories of QoS service: (N)
- (1) Unspecified Bit Rate (UBR) (N)
- As used with BellSouth ADSL service, the term UBR denotes the implementation of data traffic parameters having no numerical commitments with respect to cell loss ratio or cell transfer delay on a per VC basis. Peak Cell Rate is set to equal the VC data rate. A UBR QoS VC is available at Connection data rates specified in 28.2.1(C)(1) through (6)(a), (7) and (8). A UBR QoS VC is the only QoS available with the Connection data rate specified in 28.2.1(C)(1) and (8). (N)

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(N)

28 – Digital Subscriber Line Service (Cont'd)

(N)

28.2 BellSouth ADSL Service

(N)

28.2.1 General (Cont'd)

(N)

(J) (Cont'd)

(N)

(2) Constant Bit Rate (CBR)

(N)

As used with BellSouth ADSL service, the term CBR denotes a uniform data rate where bits are conveyed regularly in time. A CBR QoS VC is available only with a BellSouth ADSL service Connection data rate specified in 28.2.1(C)(6)(b). Customers choosing a CBR QoS VC may not have more than one VC provisioned per Connection.

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

- (K) A BellSouth ADSL service customer may request BellSouth ADSL service be provisioned to a designated end-user premises for purposes of demonstration, for a period not to exceed 5 calendar days. Demonstration requests will be accommodated no more frequently than once in thirty calendar days per designated end-user premises. The appropriate Connection and/or Virtual Circuit nonrecurring charge specified in 28.2.10(A), (B) or (C) following will apply

(T)
(M)
(M)
(M)
(M)
(M)
(M)

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ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.1 General (Cont'd)

(K) (Cont'd)

(T)

If notified by the customer prior to expiration of the five day demonstration period that the Telephone Company should not disconnect the designated end-user premises, normal monthly billing will commence on the date that notification is received and additional nonrecurring charges are not applicable. If the five day period has expired, service ordered at that same customer-designated premises will be as for new service and the terms and conditions and appropriate rates and charges applicable for new service will apply.

28.2.2 Technical Specifications Package

Service specifications for BellSouth ADSL service are contained in Technical Reference TR-73612.

28.2.3 Acceptance Testing

- (A) Residential VC - Acceptance tests are not performed for Residential BellSouth ADSL service.
- (B) Business VC - For Business VCs, the following acceptance tests are performed:
 - (1) Verify synchronization with Telephone Company equipment at Network Interface Device (NID).
 - (2) From NID, verify data rate at or above that subscribed to by the customer

28.2.4 Ordering Options and Conditions

- (A) The Access Order, as set forth in Section 5 of this Tariff, is used in the provisioning of BellSouth ADSL Service. Also included in Section 5 of this Tariff are other charges that may be associated with ordering BellSouth ADSL Service (e.g., Service Date Change Charge, Service Date Change – Additional Dispatch Charge, etc.).
- (B) Special Facilities Routing is not available with BellSouth ADSL service.
- (C) A Design Layout Report is not available with BellSouth ADSL service. BellSouth ADSL service VCs, are non-designed and the customer may not request a design change.

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28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.5 Minimum Service Periods

The minimum service period for each BellSouth ADSL service Connection at a data rate as specified in 28.2.1(C)(1), (2) and (8) is 6 months. The minimum service period for each BellSouth ADSL service Connection at a data rate as specified in 28.2.1(C)(3) through (7), and having a customer-specified commitment period of less than 13 months, is 3 months. The minimum service period for each BellSouth ADSL service Connection at a data rate as specified in 28.2.1(C)(3) through (7), and having a customer-specified commitment period equal to or greater than 13 months, and less than 25 months, is 13 months. The minimum service period for each BellSouth ADSL service Connection at a data rate as specified in 28.2.1(C)(3) through (7), and having a customer-specified commitment period equal to or greater than 25 months, is 25 months. The minimum service period for BellSouth ADSL service, End-User Aggregation, Destinations and Sessions, is one month.

The minimum service period for each BellSouth ADSL service VC for which MVC is available, is established as part of a MVC arrangement and is in addition to the base VC, is one month. The base VC is defined as that VC which all other VCs utilizing the same Local Exchange Line facility are in addition to.

28.2.6 Responsibility of the Telephone Company

- (A) The responsibility of the Telephone Company shall be limited to the furnishing and maintenance of BellSouth ADSL 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. The Telephone Company will qualify the exchange line facility to determine the suitability of the existing, in-service facility, for BellSouth ADSL service.
- (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 ADSL service in accordance with the terms and conditions as set forth in this tariff. The Telephone Company shall not be responsible for:
- (a) the transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or
 - (b) the reception of signals by such equipment or systems, or
 - (c) damage to a terminal or computer equipment or communications system provided by a customer or end-user due to testing.

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28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.7 Responsibility of the Customer (Cont'd)

- (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 such equipment or facilities compatible with BellSouth ADSL service.
- (3) If requested by the Telephone Company, the customer ordering BellSouth ADSL service must produce a letter of authorization from an end-user requesting that the customer obtain a high speed data connection to the end-user's premises using BellSouth ADSL service provided by the Telephone Company.

28.2.8 Rate Regulations

Monthly rates and nonrecurring charges apply as specified following for providing BellSouth ADSL service to the customer, but do not reflect any applicable rates or charges associated with other services utilized in the provision of the requested service to customers of a NSP.

Month-to-month terms are available for the BellSouth ADSL service (C)
Connections and VCs specified in 28.2.1(C)(1), (2) and (8) preceding. (C)
Month-to-Month terms and variable commitment periods of 13 to 24 months, and (C)
greater than 24 months, are available for the BellSouth ADSL service (C)
Connections and VCs specified in 28.2.1(C)(3) through (7) preceding. (C)

The BellSouth ADSL service specified in 28.2.1(C)(8) is only available as End-User Aggregation. This service cannot be provisioned as BellSouth XAATMS or MSATMS. The number of Destinations and Sessions Per Line for 28.2.1(C)(8) preceding are limited to 1 Destinations/1 Session and 2 Destinations/1 Session as specified in 28.2.10(E)(2)(a) and 28.2.10(E)(2)(c) following. The rate specified in 28.2.10(A)(2)(a) must be ordered in conjunction with either 28.2.10(E)(2)(a) or 28.2.10(E)(2)(c) to obtain the BellSouth ADSL service specified in 28.2.1(C)(8).

The maximum quantities of BellSouth ADSL service VCs that can be overlayed upon dedicated transport facilities are:

- (1) per 1.536 Mbps facility: 2000
- (2) per 44.210 Mbps facility: 2000
- (3) per 149.760 Mbps facility: 4000
- (4) per 599.040 Mbps facility: 16000

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28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

All other service rearrangements will be charges for as follows:

- (a) The Service Rearrangement Charge specified in 28.2.10(D)(1)(a) following is applicable on a per Connection rearranged basis for customer requests to redirect a Connection 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 ADSL service without End-User Aggregation. Customer requests to redirect a BellSouth ADSL service VC between BellSouth ADSL service, End-User Aggregation and non-End-User Aggregation transport facilities will constitute a disconnect of existing service and an installation of new service. (C)
- (b) The Service Rearrangement Charge specified in 28.2.10(D)(1)(b) following is applicable per Connection rearranged basis for customer requests to change the number of Destinations and/or Sessions from the number of Destinations and/or Sessions previously specified by the customer. (C)
- (c) The Service Rearrangement Charges specified in 28.2.10(D)(1)(c) following are applicable on a per Connection and/or VC rearranged basis for customer rearrangement requests to redirect a BellSouth ADSL service Connection and/or VC from/to a BellSouth ADSL service arrangement provisioned as either an XAATMS/MSATM termination or End-User Aggregation (EUA). A dedicated transport service connecting the designated customer location and both the customer-designated BellSouth XAATMS/MSATMS and EUA locations must be established prior to submitting a request for rearrangement. When rearrangement to/from EUA is specified, rearrangement of Connections and/or VCs will be limited to those designated as having single destinations and sessions. (C)

The NSP must submit rearrangement requests utilizing one of the following methods:

- Single Service Request Form (SRF) via electronic order provides a method by which the NSP may request rearrangement of one Connection and/or VC from/to a BellSouth ADSL service arrangement provisioned as either an XAATMS/MSATM or EUA arrangement. (C)

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28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

- Multiple SRF via electronic order
provides a method by which the NSP may request rearrangement of 2 to 250 Connections and/or VCs from/to a BellSouth ADSL service arrangement provisioned as either an XAATMS/MSATM or EUA arrangement. One SRF is required for each VC rearranged. The customer may download the "Bulk Processing UNIX or Windows NT Applications" from either website listed below and may utilize either of these two formats. (C)

Should the customer be unable to submit a SRF via either of the above methods, a request consisting of all information required on the SRF, thereby representing a single SRF, may be sent via email to dsg.osc@bellsouth.com. A receipt confirmation, in the form of an email, will be sent to the requesting customer. Any additional contact specific to that request will be in the form of an email.

A maximum of 250 Connection and/or VC rearrangement requests will be accepted, per customer, per day, using the Single SRF or Multiple SRF methods. The customer may access the electronic order, SRF, with an appropriate logon and password at <http://adsl.bellsouth.com> or <http://adsl.bst.bellsouth.com> (C)

Completion of rearrangements of this type will be limited by the Telephone Company's ability to process the requests by due date and quantity. Should the Telephone Company be unable to meet the anticipated due date for all rearrangements scheduled for a particular date, due to resource issues or circumstances beyond its control, due dates for future requests will be adjusted to accommodate earlier dated request(s).

Bulk Connection and/or VC rearrangement requests may be submitted for rearrangement of 251 or more Connection and/or VCs or for the total quantity of VCs transported via a specified dedicated transport facility. (C)

- (d) Single and multiple SRF requests will be accepted on a first-come, first-served, basis. First-Come, First-Served denotes a procedure followed when the first Connection and/or VC rearrangement request received will be the first Connection and/or VC rearrangement request processed. Each Connection and/or VC rearranged will count as one rearrangement. (C)
(C)
(C)
(C)

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28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

Bulk requests must be submitted verbally or via electronic mail contact with the customer's Telephone Company sales account team representative and must include a desired completion date. Bulk requests (e.g., all Connections and/or VCs transported via a particular DS1 or DS3) will have the same received date/time, but may have different due dates based on the Telephone Company's ability to process the requests. Each Connection and/or VC rearranged will count as one rearrangement. (C)

- (e) The day upon which the customer has provided a rearrangement request to the Company, including complete and accurate information to allow for the processing of the request, by five o'clock P.M., Eastern Time, is the Application Date. Rearrangement requests received after five o'clock P.M. Eastern Time will be processed the next business day, which will be the Application Date. The Company will provide a status of the request via the same electronic interface utilized by the customer for establishment of the BellSouth ADSL service rearrangement request. The status will include the pending due date.

- (f) Customer requests for rearrangement of their Connections and/or VCs to an End-User Aggregation arrangement must include the number of Destinations and Sessions as specified in Section 28.2.10(E)(2). The customer must also have both an existing BellSouth ADSL service arrangement requiring an XAATMS or MSATM termination and an existing BellSouth ADSL service, End-User Aggregation arrangement at the time of the Connection and/or VC rearrangement request. (C)

(3) Transfer of Responsibility

When a change in billing data (e.g., name, address, contact name) is requested in association with a change in the customer of record, Transfer of Responsibility charges will apply as specified in 28.1.9(D) preceding. Charges are applied on a per Connection basis. (T)

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28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

(4) Move Charge

A move charge applies for each BellSouth ADSL service Connection moved 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 ADSL service. (C)

If BellSouth ADSL service is available at the end-user's new premises as designated by the customer, no Termination Liability Charge is applicable when the service orders to install a BellSouth ADSL service Connection at the end-user's new premises and disconnect a BellSouth ADSL service Connection at the end-user's old premises are for the same end-user, both orders are related together and there is no lapse in billing between installation and disconnection of a BellSouth ADSL service Connection. (C)

If BellSouth ADSL service is not available at the end-user's new premises as designated by the customer, 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. If appropriate, a Termination Liability Charge as specified in (5) following will apply. (C)

(5) Termination Liability Charge

A Termination Liability Charge (TLC) is applicable for Connections at data rates specified in 28.2.1(C)(1) through (8), on a per end-user basis, that are disconnected prior to completion of the appropriate minimum service period as specified in 7.4.4 preceding. (C)
(D)
(D)
(D)

(a) The TLC for Connection data rates specified in 28.2.1(C)(1), (2) and (8) is: (C)

<u>Tariff Reference</u>	<u>VC Data Rate</u>	<u>Charge</u>
28.2.1(C)(1)	256 Kbps x 1.5 Mbps	\$ 50.00
28.2.1(C)(2)	512 Kbps x 768 Kbps	\$200.00
28.2.1(C)(8)	128 Kbps x 256 Kbps	\$ 50.00

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28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

- (b) For Connections at data rates specified in 28.2.1(C)(3) through (7) that are provided on a month-to-month basis and have a customer-designated commitment of 12 months or less, but are disconnected prior to completion of the minimum service period specified in 28.2.5 preceding, 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 data rate option to which the customer subscribed. This TLC will not exceed the monthly rate for the option to which the customer subscribed, multiplied by the minimum service period months as specified in 28.2.5. (C)
- (c) The TLC for Connections at data rates specified in 28.2.1(C)(3) through (7) having a customer-selected commitment period greater than 12 months, but disconnected prior to completion of the commitment and prior to completion of 13 months service, is equal to: (C)

Minimum Downstream Data Rate	Commitment Period of:	
	From 13 To 24 Months	25 Months Or More
1.5 Mbps	\$200.00	\$ 400.00
2.0 Mbps	\$500.00	\$1000.00
4.0 Mbps	\$500.00	\$1000.00
384 Kbps	\$200.00	\$ 400.00
192 Kbps	\$200.00	\$ 400.00

- (d) The TLC for Connections at data rates specified in 28.2.1(C)(3) through (7) having a customer-selected commitment period greater than 24 months, but disconnected prior to completion of the commitment, prior to completion of 25 months service and subsequent to completion of 13 months service, is equal to: (C)

Minimum Downstream Data Rate	Commitment Period of:
	25 Months Or More
1.5 Mbps	\$200.00
2.0 Mbps	\$500.00
4.0 Mbps	\$500.00
384 Kbps	\$200.00
192 Kbps	\$200.00

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28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

(e) TLC does not apply if:

- (1) A customer cannot synchronize its terminal equipment with BellSouth ADSL service equipment;
- (2) A customer disconnects a Connection from an arrangement provisioned as either XAATMS/MSATMS or End-User Aggregation for the purpose of rearranging the Connection to either XAATMS/MSATMS or End-User Aggregation, with no lapse in billing. (C)
- (3) A BellSouth ADSL service Connection is disconnected prior to completion of the appropriate minimum service period as a result of a customer requested change to a higher or lower peak minimum or maximum downstream data rate: (C)
 - TLC will not apply for changes from the current Connection peak data rate to a Connection having a higher downstream peak data rate. However, a new minimum service period and rates appropriate for the new data rate as specified in 28.2.10 following will apply. When requested, the appropriate charge for this change will be the sum of all nonrecurring charges appropriate for provisioning of new BellSouth ADSL service, for the new peak data rate. (C)
 - Except for changes to the data rate option specified in 28.2.1(C)(1) and (8), TLC will not apply for changes from the current Connection peak data rate to a Connection having a lower downstream peak data rate. When requested, the appropriate charge for this change will be the sum of all nonrecurring charges appropriate for provisioning of new BellSouth ADSL service, for the new peak data rate. A new minimum period and rates appropriate for the new data rate specified in 28.2.10 following will apply. Changes to a lower downstream peak data rate prior to completion of the minimum service period for the current data rate will result in the application of TLC. (C)
- (4) A customer moves between 28.2.1(C)(6)(a) and 28.2.1(C)(6)(b). (N)
- (f) A Termination Liability Charge for facilities utilized in the transport of only BellSouth ADSL service Connection will not be applicable if the customer terminates or disconnects the transport service prior to fulfilling the customer-specified commitment period associated with the transport service as a result of the rearrangement of all Connections overlaying that transport service to another BellSouth ADSL service transport configuration. (C)

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28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

- (g) A customer request to discontinue a BellSouth ADSL service, End-User Aggregation arrangement will result in disconnection of service for all end-users served by that arrangement. Disconnection of a BellSouth ADSL service, End-User Aggregation arrangement will also result in application of any applicable termination charges for all associated elements of the customer's affected BellSouth ADSL service.

(6) Per Connection Testing Capability (C)

Per Connection Testing Capability is provided at no additional nonrecurring charge whether requested coincident with the initial request for BellSouth ADSL service, End-User Aggregation, or subsequent to the initial request. (C)

(7) Maintenance of Service

The customer will be responsible for payment of a Maintenance of Service charge as specified in 13.3.1(E) when a customer reports a trouble to the Telephone Company for clearance and no trouble is found in the Telephone Company's facilities.

(B) Recurring Rates

Recurring rates are recurring charges that apply each month, or fraction thereof, that a service is provided. For billing purposes, each month is considered to have 30 days.

- (1) A monthly recurring rate will be billed to the customer for each BellSouth ADSL service Connection and VC established to an end-user premises. The monthly rate for data rate options specified in 28.2.1(C)(1), (2) and (8) preceding will be as specified in 28.2.10(A) following. The monthly rate for data rate options specified in 28.2.1(C)(3) through (7) will be determined by the commitment period designated by the customer beginning with establishment of the customer account. (C)
- (2) In addition to month-to-month (MTM) rates, customer-selected commitment periods of from 13 to 24 months, and 25 months or greater, are available for data rate options specified in 28.2.1(C)(3) through (7) preceding. When the customer requests these data rate options, the customer must designate to the Telephone Company the commitment and optional commitment period desired, e.g. a commitment of 20 months and a 13 to 24 month commitment period.

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28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

Rates stabilized under customer-selected commitment periods of from 13 to 24 months, and 25 months or greater, are exempt from Telephone Company-initiated increases. However, decreases will flow through to the customer. In the event that a Connection and/or VC is disconnected at customer request prior to completion of a customer-selected commitment period in excess of 12 months, the customer will be required to pay a termination charge. The customer-designated commitment and commitment period may not be reduced, however, renewals of the existing Connections and/or VC and data rate, at the same end-user premises are allowed at rates and terms and conditions appropriate for new service. The Connection and/or VC nonrecurring charges are not applicable for the renewed services. (C)

Subsequent to the establishment of a customer-selected commitment period longer than 12 months, and prior to completion of that period, the existing commitment and commitment period may be replaced by 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. Recognition of previous service will not be a factor in determination of rates appropriate for a renewed arrangement.

- (3) A monthly recurring rate will be billed to the customer for each BellSouth ADSL service VC in a MVC arrangement. The monthly rate for BellSouth ADSL service VCs in a MVC arrangement will be as specified in 28.2.10(F) preceding and are in addition to rates specified in 28.2.10(B) and (C) following.
- (4) A monthly recurring rate will be billed to the customer for each BellSouth ADSL service, End-User Aggregation arrangement, on a per transport capacity basis. With the exception of per Connection and/or VC Testing Capability, a monthly recurring rate for Destinations and Sessions Per Line is applicable on a per end-user basis. Per Connection and/or VC Testing Capability is provided at no charge. (C)

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28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

(C) When A Credit Allowance Applies

For Residential VCs no credit shall be allowed for an interruption of less than 30 minutes. However, the customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly recurring rate for the VC for each period of 30 minutes or major fraction thereof that the interruption continues. This credit is not automatic and occurs only at the Customer's request.

(C)
(N)

(D) Minimum Quantities

The minimum quantity of BellSouth ADSL service Connections specified in 28.2.1(C)(1), (2) and (8) is 25 less the quantity of BellSouth ADSL service Connections in service specified in 28.2.1(C)(3) through (7) and the quantity of BellSouth Enterprise DSL Service Connections in service specified in 28.1.1 (A)(1)(a) through (d). The minimum quantity of BellSouth ADSL service VCs specified in 28.2.1(C)(3) through (7) is 1.

(C)

(C)

- (1) For customer-selected Connection data rates specified in 28.2.1(C)(1), (2) and (8), customers will be allowed an initial period of 90 days beginning with establishment of the first billing account, to attain a combined quantity of Connections at data rates specified in 28.2.1(C)(1) through (8) preceding and 28.1.10(A)(1)(a) through (d) following that is equal to or greater than the minimum number of Connections as specified above on billing accounts across the region. During this initial 90-day period, customers will be billed an amount equal to the number of Connections on their billing accounts across the region multiplied by the appropriate Connection monthly recurring rate.

(C)

(C)

(C)

(C)

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(C)

Upon completion of the 90-day period, a monthly review will be conducted of quantities of Connections specified in 28.2.1(C)(1) through (8) preceding and 28.1.10(A)(1)(a) through (d) following that are associated with each customer's billing accounts across the region. Each month, a customer account not meeting the minimum quantity of Connections specified above will be charged an amount equal to the difference between the minimum quantity of Connections as specified in above and the customer's combined quantity of Connections at data rates specified in 28.2.1(C)(1) through (8) and 28.1.9(A)(1)(a) through (d) preceding, multiplied by the rate specified in 28.2.10(A)(1)(a) following. This charge is in addition to the normal monthly rates equal to the number of Connections actually attained on their billing accounts across the region, multiplied by the appropriate Connection monthly recurring rate.

(C)

(C)

(C)

(C)

(C)

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(C)

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28.2 BellSouth ADSL Service (Cont'd)

28.2.10 Rates and Charges

(A) Low Speed, Asymmetric Virtual Circuits

- (1) Downstream data rate up to 1.5 Mbps, Upstream data rate up to 256 Kbps (C)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>	(C)
(a) Per Connection	\$ 60.00	\$33.00	ADF11	(C)

- (2) Downstream data rate of at least 768 Kbps, Upstream data rate of at least 512 Kbps (C)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>	(C)
(a) Per Connection	\$150.00	\$85.00	ADF61	(C)

- (3) Downstream data rate of at least 256 Kbps, Upstream data rate up to 128 Kbps. This service is only available as End-User Aggregation. The rate below must be ordered in conjunction with either 28.2.10(E)(2)(a) or 28.2.10(E)(2)(c). (C)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>	(C)
(a) Per Connection	\$ 40.00	\$22.00	ADF01	(C)

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28.2 BellSouth ADSL Service (Cont'd)

28.2.10 Rates and Charges (Cont'd)

	<u>Nonrecurring Charge Per VC</u>	<u>Monthly Rate Per VC</u>	<u>13-24 Month Rate Per VC</u>	<u>25+ Month Rate Per VC</u>	<u>USOC</u>	
(B) High Speed Asymmetric Virtual Circuits						
(1) Per Connection, Downstream data rate of from 1.5 Mbps to 1.8 Mbps, Upstream data rate of from 512 Kbps to 768 Kbps						(C)
(a) each	\$150.00	\$115.00	\$95.00	\$80.00	ADF31	
(2) Per Connection, Downstream data rate of from 2.0 Mbps to 4.0 Mbps, Upstream data rate of from 640 Kbps to 896 Kbps						(C)
(a) each	\$150.00	\$250.00	\$225.00	\$200.00	ADF41	
(3) Per Connection, Downstream data rate of from 4.0 Mbps to 6.0 Mbps, Upstream data rate of from 640 Kbps to 896 Kbps						(C)
(a) each	\$150.00	\$325.00	\$290.00	\$260.00	ADF51	
(C) Symmetric Virtual Circuits						
(1) Downstream data rate of at least 384 Kbps, Upstream data rate of at least 384 Kbps						(C)
(a) Per Connection for UBR						(N)
	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>13-24 Month Rate</u>	<u>25+ Month Rate</u>	<u>USOC</u>	(N)
	\$150.00	\$80.00	\$70.00	\$60.00	ADF21	(N)
(b) Per Connection for CBR						(C)
	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>13-24 Month Rate</u>	<u>25+ Month Rate</u>	<u>USOC</u>	(C)
	\$150.00	\$95.00	\$80.00	\$70.00	ADF22	
(2) Per Connection, Downstream data rate of at least 192 Kbps, Upstream data rate of at least 192 Kbps						
(a) each	\$100.00	\$ 60.00	\$ 50.00	\$40.00	ADF71	

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28 – Digital Subscriber Line Access Services

28.3 BellSouth Session Based DSL Service

28.3.1 General

- (A) BellSouth Session Based DSL service is made available to Network Service Providers for provision of high speed data service to their customers, and provides subject to the terms and conditions set forth herein, for the establishment of a point-to-point Connection and Virtual Circuit (VC) between two customer designated locations. BellSouth Session Based DSL service is primarily intended to provide a Connection and VC between an end-user premises location designated by Network Service Providers (NSP), including Internet/Intranet Service providers (ISP), Competitive Local Exchange Companies (CLEC), etc., hereinafter referred to as customer, and the customer's location. The design, maintenance, and operation of BellSouth Session Based DSL service contemplates end-to end communication consisting of combinations of overlay services such as in-service, Telephone Company-provided, compatible end-user premises exchange line facility and other appropriate transport facilities. BellSouth Session Based DSL service allows the Network Service Provider to purchase individual sessions. BellSouth Session Based DSL service can only be configured as End-User Aggregation.

BellSouth reserves the right to measure, monitor and limit usage of these services to ensure a quality service and identify and restrict excessive use.

The designated end-user premises location must be served by an existing, in service, Telephone Company provided exchange line facility. An in-service exchange line facility, as referred to in association with BellSouth Session Based DSL service, must be provided in connection with a BellSouth retail local exchange service and is the serving Central Office line equipment and all the plant facilities up to and including the Telephone Company-provided Network Interface Device (NID).

The regulations, rates and charges specified in this tariff for BellSouth Session Based 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.

- (B) Both the end-user and the customer-designated premises must be in the same Local Access and Transport Area (LATA). BellSouth Session Based DSL service utilizes the facilities used by these services in order to establish a VC between the customer-designated location and the customer-specified end-user premises location. BellSouth Session Based DSL service, End-User Aggregation, does not overlay BellSouth XAATMS or MSATMS.
- (C) BellSouth Session Based DSL service is furnished where suitable facilities are available as determined by the Telephone Company. BellSouth Session Based DSL service Central Office availability will be as listed in the National Exchange Carriers Association (N.E.C.A.) F.C.C. Tariff No. 4.

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28 – Digital Subscriber Line Access Services (Cont'd)

28.3 BellSouth Session Based DSL Service (Cont'd)

28.3.1 General (Cont'd)

- (D) BellSouth Session Based DSL service is available as specified following.

	<u>Downstream</u>		<u>Upstream</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
(1)	N/A	1.5 Kbps	N/A	256 Kbps

- (E) Provision of a BellSouth Session Based DSL service Connection also requires provision of an associated VC between an end-user premises location designated by customer and customer's location. VC data rate must be less than or equal to the Connection data rate.

Connection speed, or "synchronization rate," is measured by the Telephone Company between an "DSL Transceiver Unit – Remote (ATU-R)," located at the Network Interface Device (NID) at the end-user premises and an "DSL Transceiver Unit – Central Office (ATU-C)," located in the Telephone Company's network. The Telephone Company may utilize any available spectrum on the same exchange line facility not necessary to provide the customer's BellSouth Session Based DSL service. Actual data rate achieved may be affected by loop length and other factors. The data rate provided by BellSouth may exceed the minimum data rates in order that the achieved minimum data rate will equal or exceed the minimum data rate specified. The movement of data in a direction away from the end-user premises, toward its normal Serving Wire Center (SWC), is in the upstream direction. The movement of data in a direction toward the end-user premises from its normal SWC is in the downstream direction.

- (F) Multipoint service is not available.

- (G) BellSouth Session Based DSL service VCs, are non-designed and the customer may not request a design change.

- (H) BellSouth Session Based DSL Service, End-User Aggregation

(1) End-User Aggregation

End-User Aggregation enables delivery of a greater density of data sessions to a customer via fewer Private Virtual Circuits (PVC), resulting in a more favorable Sessions-To-PVC ratio as compared to BellSouth Session Based DSL service without End-User Aggregation. A comparison of PVC session capacity for BellSouth Session Based DSL service transport facilities is available in Technical Reference TR-73612.

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(N)

28 – Digital Subscriber Line Access Services (Cont'd)

(N)

28.3 BellSouth Session Based DSL Service (Cont'd)

(N)

28.3.1 General (Cont'd)

(N)

(H) BellSouth Session Based DSL Service, End-User Aggregation (Cont'd)

(N)

(1) End-User Aggregation (Cont'd)

(N)

End-User Aggregation is available for session-management of BellSouth Session Based DSL service VCs specified in 28.3.1(D)(1). Transport facilities for BellSouth Session Based DSL service End-User Aggregation must be dedicated to the transport of BellSouth Session Based DSL service VCs and cannot be utilized for transport of non-End-User Aggregation VCs.

(N)

(N)

(N)

(N)

BellSouth Session Based DSL service, End-User Aggregation will be available to NSPs and their end-user customers in the Telephone Company Central Offices specified in the National Exchange Carriers Association (N.E.C.A.) F.C.C. Tariff No. 4.

(N)

(N)

(N)

(N)

(2) Destinations

(N)

Destinations refer to the ability of end-user access to single, or multiple, NSP Domain Groups. The customer is responsible for authenticating any end-user access(es) into its network. Refer to TR73612 for the use, specifications and limits associated with each of the items described below.

(N)

(N)

(N)

(N)

(N)

- For the purposes of BellSouth Session Based DSL service, End-User Aggregation, a Domain Group (DG) identifies a single or group of Domain Name(s) or Realms that are routed to the same point, or points, of egress from the BellSouth Session Based DSL service, End-User Aggregation network, within a LATA. The name associated with this group is a Domain Group Name (DGN). Egress points are associated with EUA, Arrangement Capacities.

(N)

(N)

(N)

(N)

(N)

(N)

- For the purposes of BellSouth Session Based DSL service, End-User Aggregation, a Domain Name (DN) is a unique name associated with one customer. Domain Names always have two or more parts, separated by dots. A DN may appear in only one Domain Group List.

(N)

(N)

(N)

(N)

- For the purposes of BellSouth Session Based DSL service, End-User Aggregation, a Realm is a unique name associated with one customer. Realm names are similar in function to DNs, but always have one part, without separation.

(N)

(N)

(N)

(N)

- For the purposes of BellSouth Session Based DSL service, End-User Aggregation, a Domain Group List is a group of unique Domain Names or Realms within a Domain Group that a customer-designated end-user may access. One or more DGLs comprise a DG.

(N)

(N)

(N)

(N)

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(N)

28 – Digital Subscriber Line Access Services (Cont'd)

(N)

28.3 BellSouth Session Based DSL Service (Cont'd)

(N)

28.3.1 General (Cont'd)

(N)

(H) BellSouth Session Based DSL Service, End-User Aggregation (Cont'd)

(N)

(2) Destinations (Cont'd)

(N)

The BellSouth Session Based DSL service, End-User Aggregation network utilizes a load-managing architecture such that each data exchange between the end-user and the customer may exit the BellSouth Session Based DSL service, End-User Aggregation network at one of potentially multiple customer-designated locations. The customer of BellSouth Session Based DSL service, End-User Aggregation may request Per Connection Testing Capability. Per Connection Testing Capability allows access to an additional Destination for use as a trouble isolation tool for NSPs. Refer to TR73612 for the use, specification and limits associated with the Per Connection Testing Capability.

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

- BellSouth Session Based DSL service, End-User Aggregation customers may take advantage of this capability by requesting per VC Testing Capability through procedures associated with requests for new BellSouth Session Based DSL service, End-User Aggregation

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

- No test capability will be provided in a LATA where the NSP does not subscribe to BellSouth Session Based DSL service, End-User Aggregation.

(N)
(N)
(N)

Routing of the Per Connection Testing Capability through the BellSouth Session Based DSL service, End-User Aggregation network, will be as determined by the Telephone Company.

(N)
(N)
(N)

BellSouth Session Based DSL service is limited to one session per destination, as found in 28.2.9(B)(1).

(N)
(N)

(3) Sessions Per Line

(N)

Sessions Per Line refers to the ability of an end-user to initiate multiple sessions via a single BellSouth Session Based DSL service VC. A "Session," as referred to in association with Sessions Per Line, is an active connection between an end-user and an NSP.

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

Destinations and Sessions are only available in conjunction with End-User Aggregation.

(N)
(N)

(I) In order to maintain the quality of BellSouth Session Based DSL service, BellSouth reserves the right to perform preventative maintenance and software updates to its network. Although BellSouth only anticipates maintenance activity to occur, on average, once per quarter, BellSouth reserves the right to perform maintenance activities when BellSouth deems necessary.

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

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(N)

28 – Digital Subscriber Line Access Services (Cont'd)

(N)

28.3 BellSouth Session Based DSL Service (Cont'd)

(N)

28.3.1 General (Cont'd)

(N)

- (J) A BellSouth Session Based DSL service customer may request BellSouth Session Based DSL service be provisioned to a designated end-user premises for purposes of demonstration, for a period not to exceed 5 calendar days. Demonstration requests will be accommodated no more frequently than once in thirty calendar days per designated end-user premises. The appropriate Connection and/or Virtual Circuit nonrecurring charge specified in 28.3.9(A) will apply.

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

If notified by the customer prior to expiration of the five day demonstration period that the Telephone Company should not disconnect the designated end-user premises, normal monthly billing will commence on the date that notification is received and additional nonrecurring charges are not applicable. If the five day period has expired, service ordered at that same customer-designated premises will be as for new service and the terms and conditions and appropriate rates and charges applicable for new service will apply.

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

28.3.2 Technical Specifications Package

(N)

Service specifications for BellSouth Session Based DSL service are contained in Technical Reference TR-73612.

(N)
(N)

28.3.3 Acceptance Testing

(N)

Acceptance tests are not performed for BellSouth Session Based DSL service.

(N)
(N)

28.3.4 Ordering Options and Conditions

(N)

- (A) The Access Order, as set forth in Section 5 of this Tariff, is used in the provisioning of BellSouth Session Based DSL Service. Also included in Section 5 of this Tariff are other charges that may be associated with ordering BellSouth DSL service (e.g., Service Date Change Charge, Service Date Change – Additional Dispatch Charge, etc.)
- (B) Special Facilities Routing is not available with BellSouth Session Based DSL Service.
- (C) A Design Layout Report is not available with BellSouth Session Based DSL Service. BellSouth Session Based DSL service VCs, are non-designed and the customer may not request a design change.

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

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(N)

28 – Digital Subscriber Line Access Services (Cont'd)

(N)

28.3 BellSouth Session Based DSL Service (Cont'd)

(N)

28.3.5 Minimum Service Periods

(N)

The minimum service period for each BellSouth Session Based DSL service Connection at a data rate as specified in 28.3.1(D)(1) is 6 months.

(N)

(N)

28.3.6 Responsibility of the Telephone Company

(N)

(A) The responsibility of the Telephone Company shall be limited to the furnishing and maintenance of BellSouth Session Based DSL service. The Telephone Company will qualify the exchange line facility to determine the suitability of the existing, in-service facility, for BellSouth Session Based DSL service.

(N)

(N)

(N)

(N)

(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 Session Based DSL service in accordance with the terms and conditions as set forth in this tariff. The Telephone Company shall not be responsible for:

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(a) the transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or

(N)

(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)

(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 Session Based 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 exchange line facility incapable of transporting BellSouth Session Based DSL service, the Telephone Company will not be required to continue the BellSouth Session Based DSL service, and the customer will not be liable for any Termination Liability Charges (TLC).

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(3) The Telephone Company undertakes to maintain and repair the facilities that 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.

(N)

(N)

(N)

(N)

(N)

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(N)

28 – Digital Subscriber Line Access Services (Cont'd)

(N)

28.3 BellSouth Session Based DSL Service (Cont'd)

(N)

28.3.7 Responsibility of the Customer

(N)

- (A) When two or more customers request the Telephone Company to provide BellSouth Session Based DSL service, and designate the same end-user premises served by the same exchange line facility as a customer designated location, BellSouth Session Based DSL service will be provided to the customer that provides the Telephone Company with a written letter of authorization from the end-user selecting the customer as the end-user's service provider. The Telephone Company will honor the most current letter of authorization executed by the end-user. (N)
- (B) 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 Session Based DSL service such end-user premises equipment or facilities operate properly. (N)
- (1) The customer shall or arrange for the end-user to cooperatively test with the Telephone Company as may be necessary. (N)
- (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 such equipment or facilities compatible with BellSouth Session Based DSL service. (N)
- (3) If requested by the Telephone Company, the customer ordering BellSouth Session Based DSL service must produce a letter of authorization from an end-user requesting that the customer obtain a high speed data connection to the end-user's premises using BellSouth Session Based DSL service provided by the Telephone Company. (N)

28.3.8 Rate Regulations

(N)

Monthly rates and nonrecurring charges apply as specified following for providing BellSouth Session Based DSL service to the customer, but do not reflect any applicable rates or charges associated with other services utilized in the provision of the requested service to customers of a NSP. (N)

Month-to-month terms are available for the BellSouth Session Based DSL service Connections and VCs specified in 28.3.1(D)(1). (N)

The BellSouth Session Based DSL service specified in 28.3.1(D)(1) is only available as End-User Aggregation. This service cannot be provisioned as BellSouth XAATMS or MSATMS. The number of Destinations and Sessions Per Line for 28.3.1(D)(1) are limited to 28.2.10(E)(2)(a). The rate specified in 28.3.9(A)(1)(a) must be ordered in conjunction with 28.2.10(E)(2)(a) to obtain the BellSouth Session Based DSL service specified in 28.3.1(D)(1). (N)

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(N)

28 – Digital Subscriber Line Access Services (Cont'd)

(N)

28.3 BellSouth Session Based DSL Service (Cont'd)

(N)

28.3.8 Rate Regulations (Cont'd)

(N)

(A) Nonrecurring Charges

(N)

Nonrecurring charges are one-time charges that apply for a specific work activity. Nonrecurring charges that apply for BellSouth Session Based DSL service are associated with installation of service, moves of service, service rearrangements and termination liability. These charges are as specified following.

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

(1) Service Rearrangements

(N)

A Service Rearrangement is a change to an existing (installed) service, which does not result in a change in the minimum period requirements or a change in the physical location of the point of termination at the customer's designated end-user premises location. Changes resulting in the establishment of new minimum period obligations are treated as disconnects and starts. Changes in the physical location of the point of the termination are treated as moves and are specified in the following.

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

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.

(N)
(N)
(N)

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:

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

- 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 physical relocation of the end-user
- Change in billing data (name, address, contact number, etc.)
- Change in billing account name

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

All other service rearrangements will be charges for as follows:

(N)

- (a) The Service Rearrangement Charge specified in 28.2.9(D)(1)(b) is applicable per Connection rearranged basis for customer requests to change the number of Destinations and/or Sessions from the number of Destinations and/or Sessions previously specified by the customer.

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

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(N)

28 – Digital Subscriber Line Access Services (Cont'd)

(N)

28.3 BellSouth Session Based DSL Service (Cont'd)

(N)

28.3.8 Rate Regulations (Cont'd)

(N)

(1) Service Rearrangements (Cont'd)

(N)

All other service rearrangements will be charges for as follows:
(Cont'd)

(N)

(N)

- (b) The Service Rearrangement Charges specified in 28.2.9(D)(1)(a) are applicable on a per Connection and/or VC rearranged basis for customer rearrangement requests to redirect a BellSouth Session Based DSL service Connection and/or VC from/to a BellSouth Session Based DSL service arrangement provisioned as either an XAATMS/MSATM termination or End-User Aggregation (EUA). A dedicated transport service connecting the designated customer location and both the customer-designated BellSouth XAATMS/MSATMS and EUA locations must be established prior to submitting a request for rearrangement. When rearrangement to/from EUA is specified, rearrangement of Connections and/or VCs will be limited to those designated as having single destinations and sessions.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

The NSP must submit rearrangement requests utilizing one of the following methods:

(N)

(N)

- Single Service Request Form (SRF) via electronic order provides a method by which the NSP may request rearrangement of one Connection and/or VC from/to a BellSouth Session Based DSL service arrangement provisioned as either an XAATMS/MSATM or EUA arrangement.
- Multiple SRF via electronic order provides a method by which the NSP may request rearrangement of 2 to 250 Connections and/or VCs from/to a BellSouth Session Based DSL service arrangement provisioned as either an XAATMS/MSATM or EUA arrangement. One SRF is required for each VC rearranged. The customer may download the "Bulk Processing UNIX or Windows NT Applications" from either website listed below and may utilize either of these two formats.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

Should the customer be unable to submit a SRF via either of the above methods, a request consisting of all information required on the SRF, thereby representing a single SRF, may be sent via email to dsg.osc@bellsouth.com. A receipt confirmation, in the form of an email, will be sent to the requesting customer. Any additional contact specific to that request will be in the form of an email.

(N)

(N)

(N)

(N)

(N)

(N)

A maximum of 250 Connection and/or VC rearrangement requests will be accepted, per customer, per day, using the Single SRF or Multiple SRF methods. The customer may access the electronic order, SRF, with an appropriate logon and password at <http://DSL.bellsouth.com> or <http://DSL.bst.bellsouth.com>

(N)

(N)

(N)

(N)

(N)

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(N)

28 – Digital Subscriber Line Access Services (Cont'd)

(N)

28.3 BellSouth Session Based DSL Service (Cont'd)

(N)

28.3.8 Rate Regulations (Cont'd)

(N)

(1) Service Rearrangements (Cont'd)

(N)

All other service rearrangements will be charges for as follows:
(Cont'd)

(N)

(N)

(b) (Cont'd)

(N)

Completion of rearrangements of this type will be limited by the Telephone Company's ability to process the requests by due date and quantity. Should the Telephone Company be unable to meet the anticipated due date for all rearrangements scheduled for a particular date, due to resource issues or circumstances beyond its control, due dates for future requests will be adjusted to accommodate earlier dated request(s).

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

Bulk Connection and/or VC rearrangement requests may be submitted for rearrangement of 251 or more Connections and/or VCs or for the total quantity of VCs transported via a specified dedicated transport facility.

- (c) Single and multiple SRF requests will be accepted on a first-come, first-served, basis. First-Come, First-Served denotes a procedure followed when the first VC rearrangement request received will be the first VC rearrangement request processed. Each VC rearranged will count as one rearrangement.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

Bulk requests must be submitted verbally or via electronic mail contact with the customer's Telephone Company sales account team representative and must include a desired completion date. Bulk requests (e.g., all VCs transported via a particular DS1 or DS3) will have the same received date/time, but may have different due dates based on the Telephone Company's ability to process the requests. Each VC rearranged will count as one rearrangement.

- (d) The day upon which the customer has provided a rearrangement request to the Company, including complete and accurate information to allow for the processing of the request, by five o'clock P.M., Eastern Time, is the Application Date. Rearrangement requests received after five o'clock P.M. Eastern Time will be processed the next business day, which will be the Application Date. The Company will provide a status of the request via the same electronic interface utilized by the customer for establishment of the BellSouth Session Based DSL service rearrangement request. The status will include the pending due date.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

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(N)

28 – Digital Subscriber Line Access Services (Cont'd)

(N)

28.3 BellSouth Session Based DSL Service (Cont'd)

(N)

28.3.8 Rate Regulations (Cont'd)

(N)

(1) Service Rearrangements (Cont'd)

(N)

All other service rearrangements will be charges for as follows:
(Cont'd)

(N)
(N)

- (e) Customer requests for rearrangement of their Connections and/or VCs to an End-User Aggregation arrangement must include the number of Destinations and Sessions. The customer must also have both an existing BellSouth Session Based DSL service arrangement requiring an XAATMS or MSATM termination and an existing BellSouth Session Based DSL service, End-User Aggregation arrangement at the time of the Connection and/or VC rearrangement request.

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

(2) Transfer of Responsibility

(N)

When a change in billing data (e.g., name, address, contact name or telephone name) is requested in association with a change in the customer of record, Transfer of Responsibility charges will apply as specified in 28.1.9(D). Charges are applied on a per Connection basis.

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

(3) Move Charge

(N)

A move charge applies for each BellSouth Session Based DSL service Connection moved 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 Session Based DSL service.

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

If BellSouth Session Based DSL service is available at the end-user's new premises as designated by the customer, no Termination Liability Charge is applicable when the service orders to install a BellSouth Session Based DSL service Connection at the end-user's new premises and disconnect a BellSouth Session Based DSL service Connection at the end-user's old premises are for the same end-user, both orders are related together and there is no lapse in billing between installation and disconnection of a BellSouth Session Based DSL service Connection.

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

If BellSouth Session Based DSL service is not available at the end-user's new premises as designated by the customer, 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. If appropriate, a Termination Liability Charge will apply.

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

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(N)

28 – Digital Subscriber Line Access Services (Cont'd)

(N)

28.3 BellSouth Session Based DSL Service (Cont'd)

(N)

28.3.8 Rate Regulations (Cont'd)

(N)

(4) Termination Liability Charge

(N)

A Termination Liability Charge (TLC) is applicable for Connections at data rates specified in 28.3.1(D)(1), on a per end-user basis, that are disconnected prior to completion of the appropriate minimum service period as specified in 7.4.4 preceding.

(N)

(N)

(N)

(N)

(a) The TLC for Connection data rates specified in 28.3.1(D)(1):

(N)

<u>Tariff Reference</u>	<u>VC Data Rate</u>	<u>Charge</u>
28.3.1(D)(1)	1.5 Mbps x 256 Kbps	\$ 50.00

(N)

(M)

(b) TLC does not apply if:

(N)

1. A customer cannot synchronize its terminal equipment with BellSouth Session Based DSL service equipment;

(N)

(N)

2. A customer disconnects a Connection from an arrangement provisioned as either XAATMS/MSATMS or End-User Aggregation for the purpose of rearranging the Connection to either XAATMS/MSATMS or End-User Aggregation, with no lapse in billing.

(N)

(N)

(N)

(N)

(N)

3. A BellSouth Session Based DSL service Connection is disconnected prior to completion of the appropriate minimum service period as a result of a customer requested change to a higher or lower peak minimum or maximum downstream data rate:

(N)

(N)

(N)

(N)

(N)

- TLC will not apply for changes from the current Connection peak data rate to a Connection having a higher downstream peak data rate. However, a new minimum service period and rates appropriate for the new data rate as specified in 28.3.9(A) following will apply. When requested, the appropriate charge for this change will be the sum of all nonrecurring charges appropriate for provisioning of new BellSouth Session Based DSL service, for the new peak data rate.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

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(N)

28 – Digital Subscriber Line Access Services (Cont'd)

(N)

28.3 BellSouth Session Based DSL Service (Cont'd)

(N)

28.3.8 Rate Regulations (Cont'd)

(N)

(4) Termination Liability Charge (Cont'd)

(N)

(b) TLC does not apply if: (Cont'd)

(N)

3. (Cont'd)

(N)

- Except for changes to the data rate option specified in 28.3.1(C)(1), TLC will not apply for changes from the current Connection peak data rate to a Connection having a lower downstream peak data rate. When requested, the appropriate charge for this change will be the sum of all nonrecurring charges appropriate for provisioning of new BellSouth Session Based DSL service, for the new peak data rate. A new minimum period and rates appropriate for the new data rate specified in 28.2.9(A) following will apply. Changes to a lower downstream peak data rate prior to completion of the minimum service period preceding for the current data rate will result in the application of TLC.

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

- (c) A Termination Liability Charge for facilities utilized in the transport of only BellSouth Session Based DSL service Connection will not be applicable if the customer terminates or disconnects the transport service prior to fulfilling the customer-specified commitment period associated with the transport service as a result of the rearrangement of all Connections overlaying that transport service to another BellSouth Session Based DSL service transport configuration.

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

- (d) A customer request to discontinue a BellSouth Session Based DSL service, End-User Aggregation arrangement will result in disconnection of service for all end-users served by that arrangement. Disconnection of a BellSouth Session Based DSL service, End-User Aggregation arrangement will also result in application of any applicable termination charges for all associated elements of the customer's affected BellSouth Session Based DSL service.

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

(5) Per Connection Testing Capability

(N)

Per Connection Testing Capability is provided at no additional nonrecurring charge whether requested coincident with the initial request for BellSouth Session Based DSL service or subsequent to the initial request.

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

(6) Maintenance of Service

(N)

The customer will be responsible for payment of a Maintenance of Service charge as specified in 13.3.1(E) when a customer reports a trouble to the Telephone Company for clearance and no trouble is found in the Telephone Company's facilities.

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

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(N)

28 – Digital Subscriber Line Access Services (Cont'd)

(N)

28.3 BellSouth Session Based DSL Service (Cont'd)

(N)

28.3.8 Rate Regulations (Cont'd)

(N)

(B) Recurring Rates

(N)

Recurring rates are recurring charges that apply each month, or fraction thereof, that a service is provided. For billing purposes, each month is considered to have 30 days.

(N)

(N)

(N)

- (1) A monthly recurring rate will be billed to the customer for each BellSouth Session Based DSL service Connection established to an end-user premises. The monthly rate for data rate options specified in 28.3.1(D)(1) will be as specified in 28.3.9(A)(1). The rate specified in 28.3.9(A)(1)(a) will be charged to all Network Service Providers for the initial session.

(N)

(N)

(N)

(N)

(N)

(N)

- (2) A monthly recurring rate will be billed to the customer for each BellSouth Session Based DSL service, End-User Aggregation arrangement, on a per transport capacity basis. With the exception of per VC Testing Capability, a monthly recurring rate for Destinations and Sessions Per Line is applicable on a per end-user basis. Per VC Testing Capability is provided at no charge.

(N)

(N)

(N)

(N)

(N)

(N)

(C) When A Credit Allowance Applies

(N)

For VCs no credit shall be allowed for an interruption of less than 30 minutes. However, the customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly recurring rate for the VC for each period of 30 minutes or major fraction thereof that the interruption continues.

(N)

(N)

(N)

(N)

(N)

(D) Minimum Quantities

(N)

The minimum quantity of BellSouth Session Based DSL service Connections specified in 28.3.1(D)(1) is 25 less the quantity of BellSouth Session Based DSL service Connections in service specified in 28.2.1(C)(1) through (8) and the quantity of BellSouth Enterprise DSL Service Connections in service specified in 28.1.1 (A)(1)(a) through (d).

(N)

(N)

(N)

(N)

(N)

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ACCESS SERVICE

28 – Digital Subscriber Line Access Services (Cont'd)

28.3 BellSouth Session Based DSL Service (Cont'd)

28.3.8 Rate Regulations (Cont'd)

- (1) For customer-selected VC data rates specified in 28.3.1(D)(1), customers will be allowed an initial period of 90 days beginning with establishment of the first billing account, to attain a combined quantity of VCs at data rates specified in 28.3.1(D)(1), 28.2.1(C)(1) through (8) and 28.1.9(A)(1)(a) through (d) that is equal to or greater than the minimum number of VCs as specified above on billing accounts across the region. During this initial 90-day period, customers will be billed an amount equal to the number of VCs on their billing accounts across the region multiplied by the appropriate VC monthly recurring rate.

Upon completion of the 90-day period, a monthly review will be conducted of quantities of VCs specified in 28.3.1(D)(1), 28.2.1(C)(1) through (8) and 28.1.9(A)(1)(a) through (d) that are associated with each customer's billing accounts across the region. Each month, a customer account not meeting the minimum quantity of VCs specified above will be charged an amount equal to the difference between the minimum quantity of VCs as specified in above and the customer's combined quantity of VCs at data rates specified in 28.3.1(D)(1), 28.2.1(C)(1) through (8) and 28.1.9(A)(1)(a) through (d), multiplied by the rate specified in 28.2.9(A)(1)(a). This charge is in addition to the normal monthly rates equal to the number of VCs actually attained on their billing accounts across the region, multiplied by the appropriate VC monthly recurring rate.

- (2) While the number of Destinations and Sessions Per Line may be changed upon customer request, the minimum number of Destinations and Sessions Per Line, on a per end-user basis, is one Destination and one Session Per Line. The charge for changing Destinations and Sessions Per Line is specified in 28.2.9(D)(1)(b).

28.3.9 Rates and Charges

(A) Asymmetric Virtual Circuits

- (1) Per Session, Downstream data rate up to 1.5 Mbps,
 Upstream data rate up to 256 Kbps

	Nonrecurring Charge Per VC	Monthly Rate Per VC	USOC
(a) Initial Session For each NSP	\$ 40.00	\$28.00	ADFQ1