

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

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ACCESS SERVICE  
24 – BellSouth Wire Center Information

24.1 General

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

24.2 Metropolitan Statistical Area Wire Centers

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

24.2.1 Full Service Relief MSA's

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

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

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ACCESS SERVICE  
 24 – BellSouth Wire Center Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ACCESS SERVICE

24 – BellSouth Wire Center Information

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

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

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ACCESS SERVICE  
24 – BellSouth Wire Center Information

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

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

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ACCESS SERVICE

24 – BellSouth Wire Center Information

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

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

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ACCESS SERVICE  
24 – BellSouth Wire Center Information

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

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

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24 – BellSouth Wire Center Information

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

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

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24 – BellSouth Wire Center Information

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

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

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 24 – BellSouth Wire Center Information

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

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

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

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

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ACCESS SERVICE

24 – BellSouth Wire Center Information

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

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

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ACCESS SERVICE  
24 – BellSouth Wire Center Information

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

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

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 24 – BellSouth Wire Center Information

24.2.1 MSAs with Full Service Relief (Cont'd)

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

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ACCESS SERVICE  
24 – BellSouth Wire Center Information

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

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

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ACCESS SERVICE  
 24 – BellSouth Wire Center Information

24.2.2 Limited Service Relief MSA's

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

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

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ACCESS SERVICE  
24 – BellSouth Wire Center Information

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

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

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ACCESS SERVICE

24 – BellSouth Wire Center Information

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

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

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ACCESS SERVICE  
24 – BellSouth Wire Center Information

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

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

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ACCESS SERVICE

24 – BellSouth Wire Center Information

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

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

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ACCESS SERVICE  
24 – BellSouth Wire Center Information

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

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

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 24 – BellSouth Wire Center Information

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

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

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ACCESS SERVICE  
24 – BellSouth Wire Center Information

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

MEMORANDUM

Certain material previously appearing on this page now appears on Original  
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ACCESS SERVICE  
 24 – BellSouth Wire Center Information

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

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

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ACCESS SERVICE

24 – BellSouth Wire Center Information

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

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

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ACCESS SERVICE

24 – BellSouth Wire Center Information

24.3 BellSouth SWA Metropolitan Statistical Area Wire Centers

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

24.3.1 BellSouth SWA MSAs

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

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

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ACCESS SERVICE

24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

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

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ACCESS SERVICE

24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

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

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EFFECTIVE: MAY 18, 2002

ACCESS SERVICE

24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

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

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BELLSOUTH TELECOMMUNICATIONS, INC.  
 BY: Operations Manager - Pricing  
 29G57, 675 W. Peachtree St., N.E.  
 Atlanta, Georgia 30375  
 ISSUED: MAY 17, 2002

TARIFF F.C.C. NO. 1  
 ORIGINAL PAGE 24-36

EFFECTIVE: MAY 18, 2002

ACCESS SERVICE

24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

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

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BELLSOUTH TELECOMMUNICATIONS, INC.  
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ISSUED: MAY 17, 2002

TARIFF F.C.C. NO. 1  
ORIGINAL PAGE 24-37

EFFECTIVE: MAY 18, 2002

ACCESS SERVICE

24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

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

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EFFECTIVE: MAY 18, 2002

ACCESS SERVICE

24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

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

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EFFECTIVE: MAY 18, 2002

ACCESS SERVICE

24 – BellSouth Wire Center Information

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

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

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BELLSOUTH TELECOMMUNICATIONS, INC.  
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ISSUED: MAY 17, 2002

TARIFF F.C.C. NO. 1  
ORIGINAL PAGE 24-40

EFFECTIVE: MAY 18, 2002

ACCESS SERVICE

24 – BellSouth Wire Center Information

24.3.1 BellSouth SWA MSAs (Cont'd)

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

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EFFECTIVE: AUGUST 25, 2001

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

25.1 Contract Tariff – No. 001 (N)

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

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

25.1.1 General Regulations (N)

(A) Term and Renewal Options (N)

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

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

(B) Metropolitan Statistical Areas (N)

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

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

BELLSOUTH TELECOMMUNICATIONS, INC.  
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ISSUED: DECEMBER 20, 2002

TARIFF F.C.C. NO. 1  
1ST REVISED PAGE 25-2  
CANCELS ORIGINAL PAGE 25-2

EFFECTIVE: DECEMBER 21, 2002

## ACCESS SERVICE

### 25 – Contract Tariffs (Cont'd)

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

##### 25.1.1 General Regulations (Cont'd)

##### (C) Description of Services

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

##### BellSouth SWA Dedicated Transport Services

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

(N)

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

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

##### Fast Packet Access Services

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

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EFFECTIVE: AUGUST 25, 2001

- ACCESS SERVICE (N)
- 25 - Contract Tariffs (Cont'd) (N)
- 25.1 Contract Tariff – No. 001 (Cont'd) (N)
- 25.1.1 General Regulations (Cont'd) (N)
- (D) Minimum Revenue Volume for the Combined MSAs (N)
- The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.1.2, following. These revenues are for the combined MSAs set forth in Section 25.1.1.B., preceding, and for the services described in Section 25.1.1.C., preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues. (N)
- (E) Rates and Charges (N)
- The application of rates and charges for services subject to this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23. (N)
- (F) Classifications, Practices and Regulations (N)
- (1) Application of Contract Tariff Incentives (N)
- In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and the product suite total annual minimum revenues for each year of the contract term as set forth in Section 25.1.2 following. There are two levels of incentives: 1) Annual Incentive and 2) Product Suite Annual Incentive. These incentives are described as follows: (N)
- (a) Annual Incentive (N)
- An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.1.2 following pursuant to the following conditions. (N)
- The customer will receive the Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff. (N)
  - The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume in any contract term year. Further, the customer's subscription to this Contract Tariff shall be cancelled in accordance with Shortfall Penalty regulations set forth in 25.1.1.F.2. following. (N)



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ISSUED: AUGUST 24, 2001

TARIFF F.C.C. NO. 1  
ORIGINAL PAGE 25-4

EFFECTIVE: AUGUST 25, 2001

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

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EFFECTIVE: AUGUST 25, 2001

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

EFFECTIVE: AUGUST 25, 2001

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

EFFECTIVE: AUGUST 25, 2001

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

EFFECTIVE: AUGUST 25, 2001

ACCESS SERVICE  
 25 – Contract Tariffs (Cont'd)

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

25.1.2 Annual Revenue Volumes and Incentives

(A) Annual Incentives and Product Suite Annual Incentives

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

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

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

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

EFFECTIVE: OCTOBER 17, 2001

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

25.2 Contract Tariff – No. 002 (N)

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

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

25.2.1 General Regulations (N)

(A) Term and Renewal Options (N)

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

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

(B) Metropolitan Statistical Areas (N)

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

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

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## ACCESS SERVICE

(N)

## 25 – Contract Tariffs

(N)

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

(N)

(B) Metropolitan Statistical Areas (Cont'd)

(N)

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

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

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

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ISSUED: DECEMBER 20, 2002

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EFFECTIVE: DECEMBER 21, 2002

ACCESS SERVICE  
25 – Contract Tariffs

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

25.2.1 General Regulations (Cont'd)

(C) Description of Services

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

BellSouth SWA Dedicated Transport Services

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

(N)

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

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

Fast Packet Access Services

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

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EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE

25 – Contract Tariffs

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

25.2.1 General Regulations (Cont'd)

(C) Description of Services (Cont'd)

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

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

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

EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs	(N)
25.2 <u>Contract Tariff – No. 002</u> (Cont'd)	(N)
25.2.1 <u>General Regulations</u> (Cont'd)	(N)
(D) <u>Minimum Revenue Volume for the Combined MSAs</u>	(N)
The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.2.2, following. These revenues are for the combined MSAs set forth in Section 25.2.1.B., preceding, and include any of the services described in Section 25.2.1.C., preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and have not been adjusted to reflect credits or discounts given in arrears from existing pricing plans the customer may subscribe to in other sections of this Tariff (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(E) <u>Rates and Charges</u>	(N)
The application of rates and charges for services subject to this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23. The Company will provide these services in accordance with the Federal Communications Commission's rules and regulations.	(N) (N) (N) (N) (N)
(F) <u>Classifications, Practices and Regulations</u>	(N)
(1) <u>Application of Contract Tariff Incentives</u>	(N)
In order to be eligible for the incentives offered under this Contract Tariff, the customer must achieve the annual minimum-billed revenue volume and product suite total annual minimum revenue each contract term year as shown in Tables 1 and 2 in Section 25.2.2, following. There are two levels of incentives: 1) Annual Incentive and 2) Product Suite Annual Incentive. These incentives are described as follows:	(N) (N) (N) (N) (N) (N) (N)
(a) <u>Annual Incentive</u>	(N)
An Annual Incentive will be applied to incremental revenue that exceeds the annual minimum-billed revenue for each year of the customer's contract term. The annual minimum-billed revenue volume and the Annual Incentive percentages are provided in 25.2.2 following pursuant to the following conditions.	(N) (N) (N) (N) (N)
- The customer will receive the Annual Incentive each year of the contract term one month in arrears of the anniversary date of the customer's subscription to service under this Contract Tariff.	(N) (N) (N)
- The customer will not receive the Annual Incentive if the customer fails to achieve the annual minimum-billed revenue volume in any contract term year. Further, the customer's subscription to this Contract Tariff shall be cancelled in accordance with Shortfall Penalty regulations set forth in 25.2.1.F.2, following.	(N) (N) (N) (N) (N)

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

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EFFECTIVE: OCTOBER 17, 2001

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

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

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

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

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



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ACCESS SERVICE

25 – Contract Tariffs

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

25.2.1 General Regulations (Cont'd)

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

(8) Mergers and Acquisitions (Cont'd)

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

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

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

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EFFECTIVE: OCTOBER 17, 2001

ACCESS SERVICE  
 25 – Contract Tariffs

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

25.2.2 Annual Revenue Volumes and Incentives

(A) Annual Incentives and Product Suite Annual Incentives

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

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

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

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

EFFECTIVE: OCTOBER 24, 2001

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

25.3 Contract Tariff – No. 003 (N)

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

25.3.1 General Regulations (N)

(A) Term and Renewal Options (N)

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

(B) Metropolitan Statistical Areas (N)

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

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

EFFECTIVE: OCTOBER 24, 2001

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.3.1 General Regulations (Cont'd)

(C) Description of Services

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

BellSouth SWA Dedicated Transport Services

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

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

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

Fast Packet Access Services

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

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EFFECTIVE: OCTOBER 24, 2001

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.3.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

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

(E) Rates and Charges

The application of rates and charges for services subject to this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

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

(a) Annual Incentive

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

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

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BY: Operations Manager - Pricing  
29G57, 675 W. Peachtree St., N.E.  
Atlanta, Georgia 30375  
ISSUED: OCTOBER 23, 2001

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

EFFECTIVE: OCTOBER 24, 2001

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

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

25.3.1 General Regulations (Cont'd) (N)

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

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

(b) Product Suite Annual Incentive (N)

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

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

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

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EFFECTIVE: OCTOBER 24, 2001

## ACCESS SERVICE

(N)

## 25 – Contract Tariffs

(N)

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

(N)

### 25.3.1 General Regulations (Cont'd)

(N)

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

(N)

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

(N)

(c) Product Level Quarterly Incentive

(N)

The two products shown in Section 25.3.2, following, are available for a Product Level Quarterly Incentive. This quarterly incentive will be computed on the monthly-billed revenue for the selected products in each contract term year and will be awarded on a quarterly basis under the following conditions:

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

- The Company will monitor on a quarterly basis the customer's annual minimum-billed revenues provided in Section 25.3.2, Table 1 in each contract term year to determine if the customer is on schedule in achieving the quarterly objective of the annual minimum-billed revenue volume. The scheduled objective for the first quarter is 25% of the annual minimum-billed revenue, for the second quarter 50% of the annual minimum-billed revenue, for the third quarter 75% for the annual minimum-billed revenue, and for the fourth quarter 100% of the annual minimum-billed revenue.
- For each year of the contract term, the customer will receive the Product Level Quarterly Incentive on a quarterly basis only if the scheduled objectives for the annual minimum-billed revenues are met. For example, if the first quarter's objective is not met, the first quarter incentive award will be delayed until the second quarter. If the second quarter objective is not met, the monthly incentive award for the first and second quarters will be delayed until the third quarter. If the customer meets the third quarter objective, the monthly incentives for the first, second and third quarters will be awarded to the customer.
- If at the end of the fourth quarter the customer does not achieve at least 100% of the annual minimum-billed revenue volume, the customer will not receive a fourth quarter Product Level Quarterly incentive and must also reimburse the Company all Product Level Quarterly Incentives received for the first, second and third quarters in accordance with Shortfall Penalty regulations in 25.3.1.F.2 following.

[illegible]

EFFECTIVE: OCTOBER 24, 2001

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



EFFECTIVE: OCTOBER 24, 2001

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

EFFECTIVE: OCTOBER 24, 2001

ACCESS SERVICE

25 – Contract Tariffs (Con'd)

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

25.3.1 General Regulations (Cont'd)

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

(3) Restrictions

- (a) A customer subscribing to this Contract Tariff may not subscribe to any other Contract Tariff in the MSAs and for the services specified herein.
- (b) The incentives provided under this Contract Tariff will not apply to annual billed revenues exceeding the maximum revenues specified in 25.3.2 following.
- (c) The services, to which the incentives provided under this Contract Tariff apply, shall only be subject to service guarantees specified in Section 2.4.4.b (service assurance warranty) and Section 2.4.9 (service installation guarantee) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21, and 23 of this Tariff shall not apply to services subject to this Contract Tariff unless the Telephone Company and the customer negotiate an amendment to this Contract Tariff. Upon thirty days written notice, either Party may request the renegotiation of any provision of this Contract Tariff. If the Parties are unsuccessful in renegotiating the Contract Tariff following 90 days from the date of the notice, either Party may cancel this Contract Tariff.

(4) Revenue Accumulation by Bill Period

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

(5) Tax Exclusions

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

(6) Existing Discount Plans

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

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ISSUED: OCTOBER 23, 2001

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

EFFECTIVE: OCTOBER 24, 2001

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

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EFFECTIVE: OCTOBER 24, 2001

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

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

25.3.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

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

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

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

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

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

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

EFFECTIVE: NOVEMBER 9, 2001

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

25.4 Contract Tariff – No. 004 (N)

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

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

25.4.1 General Regulations (N)

(A) Term and Renewal Options (N)

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

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

(B) Metropolitan Statistical Areas (N)

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

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

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.4.1 General Regulations (Cont'd)

(C) Description of Services

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

BellSouth SWA Dedicated Transport Services

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

(N)

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

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

Fast Packet Access Services

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

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EFFECTIVE: NOVEMBER 9, 2001

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.4.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

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

(E) Rates and Charges

The application of rates and charges for services subject to this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

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

(a) Annual Incentive

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

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

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ISSUED: NOVEMBER 8, 2001

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

EFFECTIVE: NOVEMBER 9, 2001

ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.4 <u>Contract Tariff – No. 004</u> (Cont'd)	(N)
25.4.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(b) <u>Product Suite Annual Incentive</u>	(N)
The customer's product suite and the product suite total annual minimum revenues are provided in Section 25.4.2, Table 2, following. The Product Suite Annual Incentive applies if the customer achieves the product suite total annual minimum revenue at the end of each contract term year and will be equal to the same incentive dollar amount the customer is awarded for the Annual Incentive as described in 25.4.1.F.1.a, preceding.	(N) (N) (N) (N) (N) (N) (N)
The customer will receive the Product Suite Annual Incentive each year of the contract term thirty days following the anniversary date of the customer's subscription to service under this Contract Tariff.	(N) (N) (N) (N)
The customer will not receive the Product Suite Annual Incentive if in any year of the contract term the customer fails to achieve the product suite total annual minimum revenue.	(N) (N) (N)

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EFFECTIVE: NOVEMBER 9, 2001

ACCESS TARIFF	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.4 <u>Contract Tariff – No. 004</u> (Cont'd)	(N)
25.4.1 <u>General Regulations</u> (Cont'd)	(N)
(F) <u>Classifications, Practices and Regulations</u> (Cont'd)	(N)
(1) <u>Application of Contract Tariff Incentives</u> (Cont'd)	(N)
(d) <u>Examples of Contract Tariff Incentives</u>	(N)
- <u>Example 1: Annual Incentive:</u>	(N)
The customer exceeds the annual minimum-billed revenue volume for the first contract term year with a revenue achievement of \$13,540,300. The customer will be awarded an Annual Incentive of \$46,665 computed using Table 1 in 25.4.2 as follows:	(N)
	(N)
	(N)
	(N)
	(N)
$(\text{Annual Revenue Achieved} - \text{Annual Minimum Revenue Volume}) \times \text{Applicable Incentive Percentage} = \text{Annual Incentive}$	(N)
$(\$13,540,300 - \$12,607,000) \times 5\% = \$46,665$	(N)
- <u>Example 2: Product Suite Annual Incentive:</u>	(N)
As illustrated in Example 1 above, the customer exceeded the first contract term year's annual minimum-billed revenue and also exceeded the product suite total annual minimum revenue with a revenue achievement of \$10,750, using Table 2 in 25.4.2. The customer will be awarded a Product Suite Annual Incentive of \$46,665, which is equivalent to the same dollar amount the customer is awarded for the Annual Incentive in Example 1 above.	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
- <u>Example 3: Product Level Quarterly Incentive:</u>	(N)
The customer's first quarter monthly revenues are as follows:	(N)
Product #1: \$351,750, \$401,678, \$422,504	(N)
Product #2: \$394,725, 410,210, \$426,790	(N)
Total Products #1 and #2: \$2,407,657	(N)
	(N)
The customer achieved the scheduled first quarter objective of 25% of the first year's annual minimum-billed revenue shown in Table 1 of 25.4.2. Therefore, the customer is eligible for a first quarter Product Level Quarterly Incentive of \$72,229.71 computed as follows:	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
	(N)
$[(\text{Product \#1 Total Quarterly Revenues}) \times \text{Product \#1 Incentive Percentage}] + [(\text{Product \#2 Total Quarterly Revenues}) \times \text{Product \#2 Incentive Percentage}] = \text{Product Level Quarterly Incentive}$	(N)
	(N)
	(N)
$[(\$351,750 + \$401,678 + \$422,504) \times 3\%] + [(\$394,725 + \$410,210 + \$426,790) \times 3\%] = \$72,229.71$	(N)
	(N)

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.4.1 General Regulations (Cont'd)

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

(3) Restrictions

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

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

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

(4) Revenue Accumulation by Bill Period

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

(5) Tax Exclusions

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

(6) Existing Discount Plans

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.4.1 General Regulations (Cont'd)

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

(7) Mergers and Acquisitions

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

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

(8) Training Services

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

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

The following regulations will also apply:

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

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ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

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

25.4.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

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

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

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

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

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

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

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

25.5 Contract Tariff – No. 005 (N)

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

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

25.5.1 General Regulations (N)

(A) Term and Renewal Options (N)

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

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

(B) Metropolitan Statistical Areas (N)

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

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

EFFECTIVE: DECEMBER 20, 2001

## ACCESS SERVICE

(N)

## 25 – Contract Tariffs

(N)

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

(N)

(B) Metropolitan Statistical Areas (Cont'd)

(N)

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

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

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



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

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

ACCESS SERVICE  
25 – Contract Tariffs

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

25.5.1 General Regulations (Cont'd)

(C) Description of Services

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

BellSouth SWA Dedicated Transport Services

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

(N)

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

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

Fast Packet Access Services

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

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ACCESS SERVICE  
25 – Contract Tariffs

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

25.5.1 General Regulations (Cont'd)

(C) Description of Services (Cont'd)

- (2) If the Company introduces a new Access Service(s) during the customer's term under this Contract Tariff and such service(s) are afforded Pricing Flexibility according to the Federal Communications Commission's Pricing Flexibility rules and the service(s) are included in one or more other Contract Tariffs under this Section, the Company, at the customer's request, will prepare a proposal for a new Contract Tariff that includes such additional service(s). The term for the proposed new Contract Tariff will be for the remaining months in the customer's contract term under this Contract Tariff and the minimum revenue volumes in 25.5.2, Table 1, following, will be adjusted to account for the additional service(s). The proposed new Contract Tariff shall contain the same incentives as those specified in 25.5.2 of this Contract Tariff.

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

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

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ACCESS SERVICE	(N)
25 - Contract Tariffs	(N)
25.5 <u>Contract Tariff - No. 005</u> (Cont'd)	(N)
25.5.1 <u>General Regulations</u> (Cont'd)	(N)
(D) <u>Minimum Revenue Volume for the Combined MSAs</u>	(N)
The customer's annual minimum-billed revenue volume and product suite total annual minimum revenues are provided in Section 25.5.2, following. These revenues are for the combined MSAs set forth in Section 25.5.1(B), preceding, and for the services described in Section 25.5.1(C), preceding. References made throughout this Contract Tariff to the customer's annual minimum-billed revenue volume or product suite total annual minimum revenues shall represent revenues for the combined MSAs and services specified herein. These revenues shall include monthly recurring revenues only and will not be adjusted to reflect credits or discounts given under existing pricing plans (i.e., Transport Savings Plan, Area Commitment Plan). Non-recurring revenues and taxes will not be included in these revenues.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(E) <u>Rates and Charges</u>	(N)
The application of rates and charges for services subject to this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.	(N) (N) (N) (N)
(F) <u>Classifications, Practices and Regulations</u>	(N)
(1) <u>Application of Contract Tariff Incentives</u>	(N)
There are two levels of incentives provided in this Contract Tariff: 1) Quarterly Incentive and 2) Product Suite Quarterly Incentive. The customer will be awarded four Quarterly Incentives and four Product Suite Quarterly Incentives in each contract term year upon achieving each quarter's minimum-billed revenue volume and each quarter's product suite minimum revenue. The two levels of incentives are described as follows:	(N) (N) (N) (N) (N) (N) (N) (N)
(a) <u>Quarterly Incentive</u>	(N)
In each quarter, the customer must achieve a certain percentage of the annual minimum-billed revenue volume shown in 25.5.2, Table 1 to be eligible for a Quarterly Incentive. If the customer does not achieve the specified minimum billed revenue in any quarter, the customer will not be eligible for a Quarterly Incentive for such quarter.	(N) (N) (N) (N) (N) (N)
The first quarter's minimum-billed revenue is determined as twenty-five percent (25%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the first quarter's minimum-billed revenue, the Quarterly Incentive will be derived by applying the applicable Incentive percentage shown in Table 1 of 25.5.2 to the total billed revenue achieved in the first quarter using the following computation:	(N) (N) (N) (N) (N) (N) (N)
(Total Billed Revenue Achieved from Beginning First Quarter to Ending First Quarter X Applicable Incentive Percentage in Table 1) = First Quarterly Incentive	(N) (N) (N)

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

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ACCESS SERVICE  
25 – Contract Tariffs

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

25.5.1 General Regulations (Cont'd)

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

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

(a) Quarterly Incentives (Cont'd)

If the third Quarterly Incentive dollar amount is positive, the customer's account will be credited to reflect this amount at the end of the third quarter one month in arrears. If the third Quarterly Incentive dollar amount is negative, the customer will not be awarded a third Quarterly Incentive. However, the negative dollar amount will not be billed to the customer at this time, but an adjustment will be made at the end of the fourth quarter depending on the customer's annual revenue achievement.

The fourth quarter's minimum-billed revenue is determined as one hundred percent (100%) of the annual minimum-billed revenue volume for the contract term year. If the customer achieves the annual minimum-billed revenue volume, the fourth Quarterly Incentive will be derived by applying the applicable incentive percentage to the total cumulative billed revenue the customer achieved from the beginning of the first quarter to the end of the fourth quarter for the contract term year. This amount will be adjusted by the Quarterly Incentive dollar amount the customer earned for the first, second and third quarters using the following computation:

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

If the fourth Quarterly Incentive dollar amount is positive, the customer's account will be credited to reflect this amount by December 31<sup>st</sup> of each contract term year. In the event the fourth Quarterly Incentive dollar amount is negative, the customer will be billed the negative amount one month in arrears of the customer's contract anniversary date.

The fourth Quarterly Incentive will not be awarded in any contract term year if the customer does not achieve the annual minimum-billed revenue volume for such year as determined on the customer's contract anniversary date. In addition, the customer must repay the Company all Quarterly Incentive dollar amounts received for such contract term year. The customer will be billed this amount one month in arrears of the customer's contract anniversary date. Further, Shortfall Penalty regulations set forth in 25.5.1.F.2, following, will apply.

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

EFFECTIVE: DECEMBER 20, 2001

ACCESS SERVICE  
25 – Contract Tariffs

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

25.5.1 General Regulations (Cont'd)

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

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

(b) Product Suite Quarterly Incentives

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

(c) Examples of the Quarterly Incentives

- The customer achieves the first quarter's revenue volume<sup>1</sup> (first contract term year) with revenues of \$25,140,500. The customer will be awarded the first Quarterly Incentive of \$535,492.65 computed as follows:

$$\begin{aligned} &\$25,140,500 \times 2.13\% = \$535,492.65 \\ &(\text{Total Billed Revenue Achieved from Beginning First Quarter to} \\ &\text{Ending First Quarter}) \times \text{Applicable Incentive Percentage}^2 \text{ in Table 1} \\ &= \text{First Quarterly Incentive Award} \end{aligned}$$

- The customer achieves the second quarter's revenue volume<sup>1</sup> with cumulative revenues of \$51,876,200. The customer will be awarded the Second Quarterly Incentive of \$813,288.55 computed as follows:

$$\begin{aligned} &(\$51,876,200 \times 2.6\%) - \$535,492.65 = \$813,288.55 \\ &(\text{Cumulative Total Billed Revenue Achieved from Beginning First} \\ &\text{Quarter to Ending Second Quarter} \times \text{Applicable Incentive Percentage}^2 \\ &\text{in Table 1}) - \text{First Quarterly Incentive Award} = \text{Second Quarterly} \\ &\text{Incentive Award} \end{aligned}$$

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

$$\begin{aligned} &(\$77,815,750 \times 3.25\%) - (\$535,492.65 + \$813,288.55) = \$1,180,230.68 \\ &(\text{Cumulative Total Billed Revenue Achieved from Beginning First} \\ &\text{Quarter to Ending Third Quarter} \times \text{Applicable Incentive Percentage}^2 \\ &\text{in Table 1}) - (\text{First and Second Quarterly Incentive Award}) = \text{Third} \\ &\text{Quarterly Incentive Award} \end{aligned}$$

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

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

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ACCESS SERVICE  
25 – Contract Tariffs

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

25.5.1 General Regulations (Cont'd)

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

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

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

- The customer meets the fourth quarter's revenue volume<sup>1</sup> with a cumulative revenue achievement of \$106,050,220. The customer will be awarded a Fourth Quarterly Incentive of \$917,620.27 computed as follows.

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

(Cumulative Total Billed Revenue Achieved from Beginning First Quarter to ending Fourth Quarter X Applicable Incentive Percentage<sup>2</sup> in Table 1) – (First, Second and Third Quarterly Incentive Awards) = Fourth Quarterly Incentive Award

(d) Examples of Product Suite Quarterly Incentives

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

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

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



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

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ACCESS SERVICE

25 – Contract Tariffs

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

25.5.1 General Regulations (Cont'd)

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

(3) Restrictions

- (a) A customer subscribing to this Contract Tariff may subscribe to another Contract Tariff contained in this Section under the following conditions:
  - The customer must subscribe to the other Contract Tariff within the allowable subscription window specified in the other Contract Tariff.
  - The customer must agree to all regulations, terms, conditions, and incentives provided in the other Contract Tariff. Further, the minimum revenue volumes in the other Contract Tariff must be equal to or greater than those provided in this Contract Tariff as shown in 25.5.2.
  - The customer's subscription to this Contract Tariff will be cancelled upon the effective date of the customer's subscription to the other Contract Tariff, and all incentives the customer has earned under this Contract Tariff will be prorated and awarded to the customer.
  - The customer may subscribe to only one other Contract Tariff upon cancellation of this Contract Tariff.
- (b) Incentives provided under this Contract Tariff shall not apply to annual billed revenues exceeding the maximum revenues specified in 25.5.2 following.
- (c) Nothing contained in this Tariff shall be construed or interpreted to preclude a customer from seeking regulatory, judicial, or other relief for the Company's failure to provide services as required by law and this Tariff.
- (d) The services to which the incentives provided under this Contract Tariff apply shall only be subject to service guarantees specified in Section 2.4.4(B) (service assurance warranty) and Section 2.4.9 (service installation guarantee) of this Tariff under the terms and conditions in effect on the day this Contract Tariff becomes effective. Any new or additional performance measures and remedies that may become applicable to the services provisioned under Sections 6, 7, 21 and 23 of this Tariff shall not apply to services subject to this Contract Tariff unless the Telephone Company and the customer negotiate an amendment to this Contract Tariff.

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

TARIFF F.C.C. NO. 1  
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EFFECTIVE: DECEMBER 20, 2001

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

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EFFECTIVE: DECEMBER 20, 2001

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

EFFECTIVE: DECEMBER 20, 2001

ACCESS SERVICE  
 25 – Contract Tariffs

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

25.5.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

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

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

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

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

EFFECTIVE: MAY 2, 2002

ACCESS SERVICE  
25 – Contract Tariffs

25.6 Special Promotion - BellSouth ADSL Service (N)

25.6.1 General Regulations (N)

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period beginning May 2, 2002, and ending July 31, 2002. (N)
- (B) The rates and charges for BellSouth ADSL Service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23. (N)
- (C) The customer will receive a one-time credit in the form of a single check, which will be equivalent to the number of installed VCs, during the promotional period beginning May 2, 2002, and ending July 31, 2002, multiplied by the appropriate credit amount as set forth following. (N)
- (D) The check will be issued during the seventh month (i.e., February 2003) following the end of the promotional period. (N)
- (E) Installation of VCs must be completed prior to the end date of the promotional period in order to qualify for the credit. (N)
- (F) VCs installed during the promotional period must remain in service at least 180 days in order to qualify for the credit. (N)
- (G) The regulations, terms and conditions for the Special Promotion provided herein shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. (N)
  - Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, West Palm Beach and Wilmington (N)

EFFECTIVE: MAY 2, 2002

ACCESS SERVICE  
25 – Contract Tariffs

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

25.6.2 Description of Special Promotion (N)

(A) Special Promotional Offers (N)

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

(1) Promotional Offer A: (N)

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

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

(2) Promotional Offer B: (N)

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

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

BELLSOUTH TELECOMMUNICATIONS, INC.  
BY: Operations Manager - Pricing  
29G57, 675 W. Peachtree St., N.E.  
Atlanta, Georgia 30375  
ISSUED: MAY 1, 2002

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EFFECTIVE: MAY 2, 2002

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25 – Contract Tariffs

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

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

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

3) Promotional Offer C: (N)

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

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

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

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EFFECTIVE: JUNE 1, 2002

ACCESS SERVICE  
25 – Contract Tariffs

- 25.7 Promotions (N)
- 25.7.1 BellSouth ADSL Service – Promotion 1 (N)
- 25.7.1.1 General Regulations (N)
- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period beginning June 1, 2002, and ending August 31, 2002. (N)
- (B) The rates and charges for BellSouth ADSL Service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23. (N)
- (C) The customer will receive a one-time credit in the form of a single check, which will be equivalent to the number of VCs installed during the promotional period, beginning June 1, 2002, and ending August 31, 2002, multiplied by the appropriate credit amount as set forth following. (N)
- (D) The check will be issued during the seventh month (i.e., March 2003) following the end of the promotional period. (N)
- (E) Installation of VCs must be completed on or before September 14, 2002, in order to qualify for the credit. (N)
- (F) VCs installed during the promotional period must remain in service at least 180 days in order to qualify for the credit. (N)
- (G) The regulations, terms and conditions for the Special Promotion provided herein shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) listed below. Full Service Relief MSAs are defined in Section 23 of this Tariff. (N)
- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, West Palm Beach and Wilmington (N)
- (H) The customer must elect this promotion not later than July 31, 2002, and in so doing is ineligible to receive credits under this tariff and credits under any other contract tariff promotion for BellSouth ADSL service currently in effect or that may become effective during the promotional period of this contract tariff. However, the customer will receive credits appropriate for either the contract tariff as specified in 25.6 or the contract tariff specified in 25.7.1, whichever is greater as calculated by the Telephone Company. (N)

EFFECTIVE: JUNE 1, 2002

ACCESS SERVICE  
25 – Contract Tariffs

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

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

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ACCESS SERVICE  
25 – Contract Tariffs

## 25.7 Promotions

(N)

### 25.7.2 BellSouth ADSL Service – Promotion 2

(N)

### 25.7.2.1 General Regulations

(N)

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period beginning December 14, 2002, and ending February 28, 2003.
- (B) The rates and charges for BellSouth ADSL Service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.
- (C) Customers will receive credits as described in 25.7.2.2(B), 25.7.2.2(C), 25.7.2.2(D), and 25.7.2.2(E) following.
- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to the following Metropolitan Statistical Areas (MSAs) listed below as defined in Section 23 of this Tariff.
- Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, West Palm Beach, Wilmington, Columbia, Evansville, Louisville, Owensboro, Lafayette, Birmingham, Huntsville, Mobile, Panama City, Augusta, Columbus, Lexington-Fayette, New Orleans, Asheville, Charleston, Greenville, Clarksville-Hopkinsville

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

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

EFFECTIVE: DECEMBER 14, 2002

ACCESS SERVICE  
25 – Contract Tariffs

25.7 Promotions (Cont'd) (N)

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

25.7.2.2 Description (N)

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

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

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

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

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

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EFFECTIVE: JANUARY 15, 2003

ACCESS SERVICE  
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25.7 Promotions (N)

25.7.3 BellSouth ADSL Service – Promotion 3 (N)

25.7.3.1 General Regulations (N)

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period beginning January 15, 2003, and ending June 30, 2003. (N)
- (B) The rates and charges for BellSouth ADSL Service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23. (N)
- (C) Customers will receive credits as described in 25.7.3.2(B), 25.7.3.2(C), and 25.7.3.2(D) following. (N)
- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to the following Metropolitan Statistical Areas (MSAs) listed below as defined in Section 23 of this Tariff. (N)
  - Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, West Palm Beach, Wilmington, Columbia, Evansville, Louisville, Owensboro, Lafayette, Birmingham, Huntsville, Mobile, Panama City, Augusta, Columbus, Lexington-Fayette, New Orleans, Asheville, Charleston, Greenville, Clarksville-Hopkinsville (N)

25.7.3.2 Description (N)

- (A) BellSouth ADSL Service VCs may be ordered under Terms and Conditions specified following, during the period of January 15, 2003 through June 30, 2003. (N)
- (B) Customer will receive a credit equal to 50% of the nonrecurring charge stated in 23.5.2.21(A)(2), (B), and (C) for Virtual Circuits on all orders placed and installed between January 15, 2003 and June 30, 2003. Credit will appear on customer's second monthly invoice. (N)
- (C) Customer will receive an additional credit equal to 50% of the nonrecurring charge stated in 23.5.2.21(B) and (C) for Virtual Circuits on all orders placed and installed between January 15, 2003 and June 30, 2003 under a 13 month or greater term agreement. Credit will appear on customer's second monthly invoice. (N)
- (D) Customer will receive a credit equal to the thirteenth month's recurring charge stated in 23.5.2.21(A)(2), (B), and (C) for Virtual Circuits on all orders placed between January 15, 2003 and June 30, 2003 and installed within two calendar weeks after ordering. Credit will appear on customer's fourteenth monthly invoice. (N)

EFFECTIVE: FEBRUARY 6, 2003

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

25.7 Promotions (N)

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

25.7.4.1 General Regulations (N)

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

25.7.4.2 Eligibility Requirements (N)

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

EFFECTIVE: FEBRUARY 6, 2003

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

25.7.4.2 Eligibility Requirements (Cont'd)

(A) (Cont'd)

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

25.7.4.3 Description

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

(1) Promotional Offer A:

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

(2) Promotional Offer B:

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

(B) Termination Liability

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

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

(C) Restrictions

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

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ACCESS SERVICE  
25 – Contract Tariffs

25.7 Promotions

25.7.5 BellSouth ADSL Service – Promotion 4

25.7.5.1 General Regulations

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period as described in 25.7.5.2.
- (B) The rates and charges for BellSouth ADSL Service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.
- (C) Customers will receive credits as described in 25.7.5.2 following.
- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to the following Metropolitan Statistical Areas (MSAs) listed below as defined in Section 23 of this Tariff.
  - Atlanta, Baton Rouge, Biloxi, Charlotte, Chattanooga, Daytona Beach, Gainesville, Greensboro-Winston Salem, Jackson, Jacksonville, Knoxville, Lake Charles, Memphis, Miami-Ft. Lauderdale, Monroe, Montgomery, Melbourne, Nashville-Davidson, Orlando, Pensacola, Raleigh-Durham, Savannah, Shreveport, West Palm Beach, Wilmington, Columbia, Evansville, Louisville, Owensboro, Lafayette, Birmingham, Huntsville, Mobile, Panama City, Augusta, Columbus, Lexington-Fayette, New Orleans, Asheville, Charleston, Greenville, Clarksville-Hopkinsville

25.7.5.2 Description

- (A) BellSouth ADSL Service VCs may be ordered under the Terms and Conditions specified following, during the period of March 22, 2003 through December 31, 2003. (C)
- (B) Customers ordering 100 or more BellSouth ADSL Virtual Circuits between March 22, 2003 and December 31, 2003 will receive a credit of \$40 against the nonrecurring charge stated in 23.5.2.21(A)(1) for Virtual Circuits on all orders placed and installed between March 22, 2003 and December 31, 2003. Credit will appear on the customer's seventh monthly invoice following Virtual Circuit installation. (C)
- (C) For new BellSouth ADSL Virtual Circuits ordered between May 1, 2003 and December 31, 2003, customers will receive a credit of \$5 against the monthly recurring charge stated in 23.5.2.21(A)(1) for Virtual Circuits. The total of the credit will be equal to \$5 times the number of months that the new order is installed between May 1, 2003 and December 31, 2003. Credit will appear on the customer's seventh monthly invoice following Virtual Circuit installation. (C)
- (D) Any BellSouth ADSL Virtual Circuit ordered and installed under this promotion that is disconnected prior to the completion of the minimum service period stated in 7.4.4 will not be eligible for the promotional credit.

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ISSUED: MAY 9, 2003

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

EFFECTIVE: MAY 10, 2003

ACCESS SERVICE  
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25.7 Promotions

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

25.7.6.1 General Regulations

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

25.7.6.2 Eligibility Requirements

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

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EFFECTIVE: APRIL 3, 2003

ACCESS SERVICE

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

25.7.6.2 Eligibility Requirements (Cont'd)

(A) (Cont'd)

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

25.7.6.3 Description

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

(1) Promotional Offer A:

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

(2) Promotional Offer B:

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

(3) Promotional Offer C:

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

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TARIFF F.C.C. NO. 1  
1ST REVISED PAGE 25-62.9  
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EFFECTIVE: SEPTEMBER 3, 2003

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

(B) Termination Liability

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

- (1) The customer must repay the Company one and one quarter (1¼) times the credits received under Promotional Offer A, B, or C, whichever is applicable.

(C) Restrictions

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

25.7.7 BellSouth ADSL Service – Promotion 5

(N)

25.7.7.1 General Regulations

(N)

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period as described in 25.7.7.2.

(N)  
(N)

- (B) The rates and charges for BellSouth ADSL Service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.

(N)  
(N)  
(N)

- (C) Customers will receive credits as described in 25.7.7.2 following.

(N)

- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to the following Metropolitan Statistical Areas (MSAs) listed below.

(N)  
(N)  
(N)

- Augusta, Baton Rouge, Charleston, Charlotte, Columbia, Columbus, Daytona Beach, Greensboro-Winston Salem, Greenville, Huntsville, Jackson, Knoxville, Louisville, Melbourne, Memphis, Mobile, Montgomery, Nashville, New Orleans, Orlando, Raleigh-Durham, Savannah, Shreveport

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

25.7.7.2 Description

(N)

- (A) BellSouth ADSL Service VCs may be ordered under the Terms and Conditions specified following, during the period of September 3, 2003 through February 1, 2004.

(N)  
(N)  
(N)

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BELLSOUTH TELECOMMUNICATIONS, INC.  
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ISSUED: DECEMBER 10, 2003

TARIFF F.C.C. NO. 1  
3RD REVISED PAGE 25-62.10  
CANCELS 2ND REVISED PAGE 25-62.10

EFFECTIVE: DECEMBER 11, 2003

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25 – Contract Tariffs

25.7.7 BellSouth ADSL Service – Promotion 5 (Cont'd)

25.7.7.2 Description (Cont'd)

- (A) For new BellSouth ADSL orders totaling 100 or more BellSouth ADSL Virtual Circuits between September 3, 2003 and February 1, 2004, customers will receive a credit of \$3 per Virtual Circuit against the monthly recurring charge stated in 23.5.2.21(A)(1) for Virtual Circuits. The total of the credit will be equal to \$3 times the number of Virtual Circuits times the number of months that the new order is installed between September 3, 2003 and February 1, 2004. Credit will appear on the customer's invoice following the end of the promotional period (February 1, 2004).

25.7.8 BellSouth ADSL Service - Promotion 6

25.7.8.1 General Regulations for Promotion 6

- (A) BellSouth ADSL Service Promotion 6 provides a special promotion for new BellSouth ADSL 44.210 Mbps Transport Capacity EUA connections used in conjunction with new LightGate service (a.k.a. BellSouth SPA Point to Point Network) orders and is valid during the period as described in 25.7.8.2 following.
- (B) The rates and charges for BellSouth ADSL EUA and LightGate service (a.k.a. BellSouth SPA Point to Point Network) are set forth in Section 23 of this tariff. The Company reserves the right to change the rates and charges for services included in Section 23 of this Tariff.
- (C) Customers will receive credits as described in 25.7.8.2 following, for monthly recurring charges incurred during the promotional period October 29, 2003 through June 30, 2004. (C)  
(C)
- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to the following Metropolitan Statistical Areas (MSAs) listed below as defined in Section 23 of the this Tariff.
- Montgomery, Daytona Beach, Gainesville, Jacksonville, Melbourne, Miami, Orlando, Pensacola, West Palm Beach, Atlanta, Savannah, Evansville, Louisville, Owensboro, Baton Rouge, Lafayette, Lake Charles, Monroe, Shreveport, Biloxi, Jackson, Charlotte, Greensboro, Raleigh-Durham, Wilmington, Chattanooga, Knoxville, Memphis, Nashville, Columbia, Birmingham, Huntsville, Mobile, Panama City, Augusta, Columbus, Lexington-Fayette, New Orleans, Asheville, Charleston, Greenville, Clarksville-Hopkinsville.

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ISSUED: DECEMBER 10, 2003

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25.7.8 BellSouth ADSL Service – Promotion 6 (Cont'd)

25.7.8.1 General Regulations for Promotion 6 (Cont'd)

- (E) At the end of the promotional period the customer may elect to retain their EUA connection at 44.210 Mbps Transport speed and LightGate service (a.k.a. BellSouth SPA Point to Point Network) at the current tariff rates or move to a DS1 connection (or multiple DS1's) at the current tariff rates with no penalty unless noted below.

(C) (x)  
(C) (x)  
(C) (x)

- (1) Customers who order new LightGate service (a.k.a. BellSouth SPA Point to Point Network) on a month to month basis must maintain connectivity to EUA at the customer's desire port speed for a minimum of 12 months beginning from the installation period. Early termination charges as described for LightGate service (a.k.a. BellSouth SPA Point to Point Network) in Section 7 of this Tariff and for BellSouth ADSL Service in Section 28 of this Tariff will apply for customers who disconnect prior to the 12-month minimum term.
- (2) Customers who order new LightGate service (a.k.a. BellSouth SPA Point to Point Network) via a contract or Transport Payment Plan must maintain connectivity to EUA at the 44.210 Mbps Transport speed for the minimum LightGate service (a.k.a. BellSouth SPA Point to Point Network) commitment term. Early termination charges as described for LightGate service (a.k.a. BellSouth SPA Point to Point Network) in Section 7 of this Tariff and for BellSouth ADSL Service in Section 28 of this Tariff will apply for customers who disconnect prior to the minimum term.
- (3) Customers who are currently ordering under contract or Transport Payment Plan that wish to migrate to EUA connectivity to take advantage of this Promotion must meet the following requirements. The customer must install a new LightGate service (a.k.a. BellSouth SPA Point to Point Network) in conjunction with the new BellSouth ADSL 44.210 Mbps Transport. Once they have migrated their existing PVC subs to EUA subs, the customer can disconnect their current ATM connection. Terminations charges will not apply as long as the customer has a new commitment period equal to or longer than their existing commitment period. If the customer does not sign a new commitment period equal to or longer than their existing commitment period termination charges as described for LightGate service (a.k.a. BellSouth SPA Point to Point Network) in Section 7 of this Tariff and for BellSouth ADSL Service in Section 28 of this Tariff will apply.

- (x) Issued to become effective on December 11, 2003 under authority of Special Permission NO. 03-106.

BELLSOUTH TELECOMMUNICATIONS, INC.  
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ISSUED: MARCH 2, 2004

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2ND REVISED PAGE 25-62.12  
CANCELS 1ST REVISED PAGE 25-62.12  
EFFECTIVE: MARCH 3, 2004

ACCESS SERVICE  
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25.7.8 BellSouth ADSL Service – Promotion 6 (Cont'd)

25.7.8.2 Description for Promotion 6

- (A) EUA Connections and LightGate service (a.k.a. BellSouth SPA Point to Point Network) must be ordered under the Terms and Conditions specified following, during the period October 29, 2003 through June 30, 2004.
- (B) Customers who order new 44.210 Mbps Transport Capacity orders in conjunction with new LightGate service (a.k.a. BellSouth SPA Point to Point Network) orders and activate a minimum of 25 new EUA DSL Subscribers will receive the following credit. Credits will appear on the Customer's invoice beginning the month following the first bill for installation.
  - (1) A monthly credit of 75% of the total monthly combined services as described: LightGate service (a.k.a. BellSouth SPA Point to Point Network) including Local Channel, CO Channel, Channel Interface and Mileage and EUA Connections.
- (C) For all Bulk Conversions, the VC Configuration Rearrangement Charge stated in Section 23.5.2.21(D)(1)(c) of this Tariff will be waived. However, for single conversions of PVCs, the charges described in Section 23.5.2.21(D)(1)(c) of this Tariff will still be applicable.

25.7.9 BellSouth ADSL Service – Promotion 7

(N)

25.7.9.1 General Regulations for Promotion 7

(N)

- (A) This tariff provides a Special Promotion for BellSouth ADSL Service and BellSouth Session Based DSL Service and is valid during the period beginning March 3, 2004 and ending December 31, 2004. (N)  
(N)  
(N)
- (B) The rates and charges for BellSouth ADSL Service are set forth in Section 23.5.2.21 of this Tariff. The Company reserves the right to change the rates and charges for these services. (N)  
(N)  
(N)
- (C) Customers will receive credits as described in 25.7.9.2 following. Credits will appear on the Customer's invoice within two billing cycles following installation. (N)  
(N)  
(N)
- (D) The regulations, terms and conditions for the Special Promotion provided herein shall apply to the Metropolitan Statistical Areas (MSAs) listed in Section 23.2(A) and (B) of this Tariff. The customers must meet the described requirements found below. (N)  
(N)  
(N)  
(N)

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2ND REVISED PAGE 25-62.13  
CANCELS 1ST REVISED PAGE 25-62.13

EFFECTIVE: MARCH 3, 2004

ACCESS SERVICE  
25 – Contract Tariffs

25.7.9 BellSouth ADSL Service – Promotion 7 (Cont'd) (N)

25.7.9.2 Description for Promotion 7 (N)

- (A) BellSouth ADSL Service VCs may be ordered and installed under the Terms and Conditions specified following, during the period March 3, 2004 through December 31, 2004. (N)
- (B) This Special Promotion will be conducted for the time period described above. At the end of each promotional month, the customer will qualify for a one-time credit for each additional VC that falls within a specified range of additional VCs as shown in (C) below. The non-recurring credits will only apply against BellSouth ADSL Service VCs. (N)
- (C) Customers ordering BellSouth ADSL Virtual Circuits between March 3, 2004 and December 31, 2004 shall receive a one-time credit per additional VC order completed within each promotional month against the associated non-recurring charge stated in 23.5.2.21 as shown below: (N)

Volume Bands (N)

- Band 1: 25% off the applicable non-recurring charge per additional Virtual Circuits 1 to 10 (N)
- Band 2: 50% off the applicable non-recurring charge per additional Virtual Circuit of at least 11 to 25 (N)
- Band 3: 75% off the applicable non-recurring charge per additional Virtual Circuit of at least 26 to 40 (N)
- Band 4: 100% off the applicable non-recurring charge per additional Virtual Circuits of at least 41 to 100 (N)

The band for each customer will be determined at the end of each promotion month. The credit will only be given up to 100 additional VCs within each promotional month. The normal tariff non-recurring charges will apply for additional VCs within each promotional month in excess of 100. Virtual Circuits purchased from 28.2.10 and 28.3.9 will also count towards the total additional VCs to determine the credit level. (N)



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1ST REVISED PAGE 25-62.14  
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EFFECTIVE: DECEMBER 19, 2002

ACCESS SERVICE  
25 – Contract Tariffs

Pursuant to Special Permission No. 03-111, tariff material filed under Transmittal No. 764 on December 5, 2003 was withdrawn without becoming effective.

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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1ST REVISED PAGE 25-62.15  
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EFFECTIVE: DECEMBER 19, 2002

ACCESS SERVICE  
25 – Contract Tariffs

Pursuant to Special Permission No. 03-111, tariff material filed under Transmittal No. 764 on December 5, 2003 was withdrawn without becoming effective.

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.  
\*\*\*\*\*

EFFECTIVE: JUNE 20, 2002

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

25.8 Contract Tariff – No. 006 (N)

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

25.8.1 General Regulations (N)

(A) Term and Renewal Options (N)

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

(B) Metropolitan Statistical Areas (N)

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

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

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.8.1 General Regulations (Cont'd)

(C) Description of Services

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

BellSouth SWA Dedicated Transport Services

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

(N)

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

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

Fast Packet Access Services

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.8.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

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

(E) Rates and Charges

The application of rates and charges for services subject to this Contract Tariff are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services included in Section 23.

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

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

(a) Annual Incentive

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

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

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

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

25.8.1 General Regulations (Cont'd) (N)

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

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

(b) Product Suite Annual Incentive (N)

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

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

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

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EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE  
25 – Contract Tariffs

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

25.8.1 General Regulations (Cont'd)

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

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

(c) Product Level Quarterly Incentive

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

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

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



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

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

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(N)

25 – Contract Tariffs (Cont'd)

(N)

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

(N)

25.8.1 General Regulations (Cont'd)

(N)

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

(N)

(6) Tax Exclusions

(N)

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

(N)

(N)

(N)

(N)

(7) Existing Discount Plans

(N)

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

(N)

(N)

(N)

(N)

(8) Performance Measures

(N)

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

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

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ACCESS SERVICE	(N)
25 – Contract Tariffs (Cont'd)	(N)
25.8 <u>Contract Tariff – No. 006</u> (Cont'd)	(N)
25.8.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u>	(N)
Concurrent with the effective date of this Contract Tariff, a Service Level Agreement (SLA) as specified herein shall become effective and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein.	(N) (N) (N) (N)
The services for which this SLA applies are LightGate Service (a.k.a. BellSouth SPA Point to Point) and DS1 (a.k.a. BellSouth SPA DS1). All rate elements associated with these services are included in this SLA.	(N) (N) (N)
(1) <u>Minimum Annual Baseline Revenue</u>	(N)
In order for the customer to receive the remedies for any missed performance metric agreed to under this SLA, the customer must achieve minimum annual Baseline Revenue of \$18,200,000 for services specified in 25.8.1(C) of this Contract Tariff for the first contract term year. For the second contract term year, the customer's minimum annual Baseline Revenue will be equivalent to the revenue the customer actually achieves at the end of the first contract term year. Shortfall Penalty regulations specified in 25.8.1(F)(2)(b) will apply if the customer fails to achieve the minimum annual Baseline Revenue.	(N) (N) (N) (N) (N) (N) (N) (N) (N) (N)
(2) <u>Performance Metrics and Measurement Methodology</u>	(N)
(a) The SLA Commitments, Performance Objectives and Total Revenue at Risk are shown in Chart A in 25.8.1(G)(5) and (6) following. The performance metrics that will be tracked and measured are shown below. The definitions are provided in (3) following.	(N) (N) (N) (N)
- Customer Desired Due Date (CDDD) Met	(N)
- Firm Order Confirmation Receipt (FOC)	(N)
- New Circuit Failure Rate	(N)
- Mean Time to Repair (MTTR) Hours	(N)

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

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

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

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

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

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(d) Mean Time to Repair (MTTR) Hours

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

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

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



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TARIFF F.C.C. NO. 1  
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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Customer Obligations

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(5) Company Obligations

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

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

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

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

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

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

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

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

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(6) Performance Metrics – Provisioning Elements

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics – Maintenance Elements

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

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

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ACCESS TARIFFS  
 25 – Contract Tariffs (Cont'd)

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

25.8.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

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

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

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

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

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

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

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

25.9 Contract Tariff – No. 007 (N)

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

25.9.1 General Regulations (N)

(A) Term and Renewal Options (N)

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

(B) Metropolitan Statistical Areas (N)

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

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

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.9.1 General Regulations (Cont'd)

(C) Description of Services

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

BellSouth SWA Dedicated Transport Services

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

(N)

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

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

Fast Packet Access Services

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.9.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

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

(E) Rates and Charges

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

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

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

(a) Annual Incentive

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

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

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- ACCESS SERVICE (N)  
25 – Contract Tariffs (N)
- 25.9 Contract Tariff – No. 007 (Cont'd) (N)
- 25.9.1 General Regulations (Cont'd) (N)
- (F) Classifications, Practices and Regulations (Cont'd) (N)
- (1) Application of Contract Tariff Incentives (Cont'd) (N)
- (b) Product Level Quarterly Incentive (N)  
The two products shown in Section 25.9.2, Table 2, following, are (N)  
available for a Product Level Quarterly Incentive. This quarterly (N)  
incentive will be computed on the monthly-billed revenue for the (N)  
selected products in each contract term year and will be awarded on (N)  
a quarterly basis under the following conditions: (N)
- The Company will monitor on a quarterly basis both the customer's (N)  
annual minimum-billed revenue in Section 25.9.2, Table 1, and the (N)  
product level annual minimum-billed revenue<sup>1</sup> provided in Section (N)  
25.9.2, Table 2, in each contract term year to determine if the (N)  
customer is on schedule in achieving the quarterly objectives of (N)  
both the annual minimum-billed revenue and the product level (N)  
annual minimum-billed revenue. The scheduled objective for the (N)  
first quarter is 25% of the annual minimum-billed revenue and 25% (N)  
of the product level annual minimum-billed revenue; for the second (N)  
quarter 50% of the annual minimum-billed revenue and 50% of the (N)  
product level annual minimum-billed revenue; for the third quarter (N)  
75% of the annual minimum-billed revenue and 75% of the product (N)  
level annual minimum-billed revenue; and for the fourth quarter (N)  
100% of the annual minimum-billed revenue and 100% of the product (N)  
level annual minimum-billed revenue. (N)
  - In each contract term year, the customer will receive the Product (N)  
Level Quarterly Incentive on a quarterly basis only if the (N)  
scheduled objectives for both the annual minimum-billed revenue (N)  
and the product level annual minimum-billed revenues are met. For (N)  
example, if the first quarter's scheduled objectives are not met, (N)  
the first quarter incentive award will be delayed until the second (N)  
quarter. If the second quarter objectives are not met, the monthly (N)  
incentive award for the first and second quarters will be delayed (N)  
until the third quarter. If the customer meets the third quarter (N)  
objectives, the monthly incentives for the first, second and third (N)  
quarters will be awarded to the customer. (N)

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

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.9.1 General Regulations (Cont'd)

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

(2) Shortfall Penalty Regulations

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

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

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

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

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.9.1 General Regulations (Cont'd)

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

(3) Restrictions

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

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

(4) Mergers and Acquisitions

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

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

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

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

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

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

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

EFFECTIVE: AUGUST 17, 2002

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

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement

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

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

(1) Minimum Annual SLA Baseline Revenue

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

(2) Performance Metrics and Measurement Methodology

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

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

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

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

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

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EFFECTIVE: AUGUST 17, 2002

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(c) Mean Time to Repair (MTTR) Hours

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

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

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

BELLSOUTH TELECOMMUNICATIONS, INC.  
BY: Operations Manager - Pricing  
29G57, 675 W. Peachtree St., N.E.  
Atlanta, Georgia 30375  
ISSUED: AUGUST 16, 2002

TARIFF F.C.C. NO. 1  
ORIGINAL PAGE 25-95

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ACCESS SERVICE

(N)

25 – Contract Tariffs (Cont'd)

(N)

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

(N)

25.9.1 General Regulations (Cont'd)

(N)

(G) Service Level Agreement (Cont'd)

(N)

(4) Customer Obligations

(N)

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

(N)

(N)

- (a) The customer shall maintain minimum annual SLA Baseline revenue of  
\$68,259,700 for the first year of this Contract Tariff in the MSAs  
specified in order for the customer to receive the remedies for any  
missed performance metric agreed to under this SLA. For the second  
year of this Contract Tariff, the minimum annual SLA Baseline  
revenue will be equivalent to the annual billed revenue the  
customer actually achieves at the end of the first year of this  
Contract Tariff.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

- (b) The customer shall submit ASRs by 3:00 p.m. EST in order for the  
ASR to be processed the same business day. ASRs received after  
3:00 p.m. EST shall be processed the next business day.

(N)

(N)

(N)

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EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(5) Company Obligations

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

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

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

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

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

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

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

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

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(6) Performance Metrics – Provisioning Elements

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics – Maintenance Elements

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

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

EFFECTIVE: AUGUST 17, 2002

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

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

25.9.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

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

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

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

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

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

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

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

25.10 Contract Tariff – No. 008 (N)

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

25.10.1 General Regulations (N)

(A) Term and Renewal Options (N)

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

(B) Metropolitan Statistical Areas (N)

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

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



ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.10.1 General Regulations (Cont'd)

(C) Description of Services

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

BellSouth SWA Dedicated Transport Services

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

(N)

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

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

Fast Packet Access Services

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

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EFFECTIVE: AUGUST 31, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.10.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

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

(E) Rates and Charges

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

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

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

(a) Annual Incentive

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

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

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

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

EFFECTIVE: AUGUST 31, 2002

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

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EFFECTIVE: AUGUST 31, 2002

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

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

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

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EFFECTIVE: AUGUST 31, 2002

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

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

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



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

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

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EFFECTIVE: AUGUST 31, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.10.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

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

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

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

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.10.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(d) Mean Time to Repair (MTTR) Hours

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

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

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

EFFECTIVE: AUGUST 31, 2002

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

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

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EFFECTIVE: AUGUST 31, 2002

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.10.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(6) Performance Metrics – Provisioning Elements

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.10.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics – Maintenance Elements

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

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



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ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

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

25.10.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

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

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

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

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

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

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

EFFECTIVE: OCTOBER 5, 2002

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

25.11 Contract Tariff – No. 009 (N)

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

25.11.1 General Regulations (N)

(A) Term and Renewal Options (N)

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

(B) Metropolitan Statistical Areas (N)

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

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

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE  
25 – Contract Tariffs

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

25.11.1 General Regulations (Cont'd)

(C) Description of Services

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

BellSouth SWA Dedicated Transport Services

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

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

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

Fast Packet Access Services

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

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ACCESS SERVICE  
25 – Contract Tariffs

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

25.11.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

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

(E) Rates and Charges

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

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

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

(a) Quarterly Incentive

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

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

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

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EFFECTIVE: OCTOBER 5, 2002

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

EFFECTIVE: OCTOBER 5, 2002

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

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE  
25 – Contract Tariffs

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

25.11.1 General Regulations (Cont'd)

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

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

(b) Product Suite Quarterly Incentives

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

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

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

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

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

EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE  
25 – Contract Tariffs

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

25.11.1 General Regulations (Cont'd)

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

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

(b) Product Suite Quarterly Incentives

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

(c) Examples of the Quarterly Incentives

- The customer achieves the first quarter's minimum revenue volume<sup>1</sup> (first contract term year) with revenues of \$9,618,750. The customer will be awarded the first Quarterly Incentive of \$66,369.38 computed as follows:

$$\begin{aligned} & \$9,618,750 \times .69\% = \$66,369.38 \\ & (\text{Total Billed Revenue Achieved from Beginning First Quarter to} \\ & \text{Ending First Quarter}) \times \text{Applicable Incentive Percentage}^2 \text{ in Table 1} \\ & = \text{First Quarterly Incentive Award} \end{aligned}$$

- The customer achieves the second quarter's minimum revenue volume<sup>1</sup> with cumulative revenues of \$19,481,500. The customer will be awarded the Second Quarterly Incentive of \$201,501.25 computed as follows:

$$\begin{aligned} & (\$19,481,500 \times 1.375\%) - \$66,369.38 = \$201,501.25 \\ & (\text{Cumulative Total Billed Revenue Achieved from Beginning First} \\ & \text{Quarter to Ending Second Quarter} \times \text{Applicable Incentive Percentage}^2 \\ & \text{in Table 1}) - \text{First Quarterly Incentive Award} = \text{Second Quarterly} \\ & \text{Incentive Award} \end{aligned}$$

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

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



EFFECTIVE: OCTOBER 5, 2002

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

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

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

EFFECTIVE: OCTOBER 5, 2002

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

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

EFFECTIVE: OCTOBER 5, 2002

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

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EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE  
25 - Contract Tariffs

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

25.11.1 General Regulations (Cont'd)

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

(3) Maximum Revenues for Incentives

The incentives provided under this Contract Tariff shall not apply to annual billed revenues exceeding the maximum revenues specified in 25.11.2 following.

(4) Revenue Accumulation by Bill Period

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

(5) Tax Exclusions

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

(6) Existing Discount Plans

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

(7) Mergers and Acquisitions

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

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

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

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

(8) Performance Measures

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

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EFFECTIVE: OCTOBER 5, 2002

ACCESS SERVICE  
 25 – Contract Tariffs (Cont'd)

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

25.11.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

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

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

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

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

EFFECTIVE: DECEMBER 14, 2002

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

25.12 Contract Tariff – No. 010 (N)

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

25.12.1 General Regulations (N)

(A) Term and Renewal Options (N)

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

(B) Metropolitan Statistical Areas (N)

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

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

EFFECTIVE: DECEMBER 14, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.12.1 General Regulations (Cont'd)

(C) Description of Services

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

BellSouth SWA Dedicated Transport Services

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

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

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

Fast Packet Access Services

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

EFFECTIVE: DECEMBER 14, 2002

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.12.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

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

(E) Rates and Charges

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

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

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

(a) Annual Incentive

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

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



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

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

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

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

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement

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

(1) Minimum and Maximum Circuit Requirements

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

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

(2) Services Eligible for SLA

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

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

(3) SLA Performance Metrics and Measurement Methodology

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

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

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

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

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

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



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

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

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

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

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EFFECTIVE: DECEMBER 14, 2002

- ACCESS SERVICE (N)
- 25 – Contract Tariffs (Cont'd) (N)
- 25.12 Contract Tariff – No. 010 (Cont'd) (N)
- 25.12.1 General Regulations (Cont'd) (N)
- (G) Service Level Agreement (Cont'd) (N)
- (4) Performance Metrics Definitions (Cont'd) (N)
- (d) SA-4: On Time Performance to FOC Due Date (N)
- This metric measures the percentage of circuits that are completed on or before the FOC Due Date, as recorded from the FOC received in response to the last ASR sent. Customer Not Ready (CNR) situations may result in an installation delay. The On Time Performance To FOC Due Date is calculated both with CNR consideration and without<sup>1</sup> CNR consideration, i.e. measuring the percentage of time the service is installed on the FOC due date while counting CNR coded orders as an appointment met, and without CNR consideration. The denominator for both calculations is the total count of circuits completed during the reporting period, including all circuits, with and without a CNR code. (N)
- Business Rules: Measures are based on the last ASR sent and the associated FOC Due Date received from the Company. Selection is based on circuits completed by the Company during the reporting period. An ASR may provision more than one circuit and the Company may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all circuits are completed. The Company Completion Date is the date upon which the Company completes installation of the circuit, as noted on a completion advice to the customer. Projects are included. A Customer Not Ready (CNR) is defined as a verifiable situation beyond the normal control of the Company that prevents the Company from completing an order, including the following: The customer is not ready; end user is not ready; connecting company, or CPE (Customer Premises Equipment) supplier, is not ready. The Company must ensure that established procedures are followed to notify the customer of a CNR situation and allow a reasonable period of time for the customer to correct the situation. (N)
- Exclusions: Unsolicited FOCs, Disconnect ASRs, Cancelled ASRs, Record ASRs (N)

<sup>1</sup>diagnostic only

(N)

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Performance Metrics Definitions (Cont'd)

(g) SA-7: Past Due Circuits

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

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

- Exclusions: Unsolicited FOCs, Disconnect ASRs, Record ASRs

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Performance Metrics Definitions (Cont'd)

(i) SA-9: Failure Rate<sup>1</sup>

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

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

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

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

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



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25 – Contract Tariffs (Cont'd)

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

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

(4) Performance Metrics Definitions (Cont'd)

(j) SA-10: Mean Time to Restore<sup>1</sup>

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

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

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Performance Metrics Definitions (Cont'd)

(k) SA-11: Repeat Trouble Report Rate<sup>1</sup>

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

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(5) Customer Obligations

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

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(6) Company Obligations

(a) Should the Company fail to perform to the performance objectives provided in this SLA, the performance remedies set forth in 25.12.1(G)(7) through (9), following, shall apply pursuant to the customer meeting the obligations set forth in 25.12.1(G)(5), preceding.

(b) The Company will calculate performance metrics on a monthly basis. The Company will calculate performance remedies using monthly reporting period results, provided sufficient ordering, provisioning, and maintenance volumes are incurred during the monthly reporting period. If insufficient ordering, provisioning, and maintenance volumes are incurred during the monthly reporting period, monthly results will be aggregated to calculate and evaluate quarterly performance metrics and remedies.

Sufficient ordering, provisioning, and maintenance volumes are as follows:

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics – Ordering Elements

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(8) Performance Metrics – Provisioning Elements

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

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

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(9) Performance Metrics – Maintenance & Repair Elements

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

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



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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.12.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

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

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

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

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ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

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

25.12.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

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

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

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

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

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

25.13 Contract Tariff – No. 011 (N)

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

25.13.1 General Regulations (N)

(A) Term and Renewal Options (N)

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

(B) Metropolitan Statistical Areas (N)

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.13.1 General Regulations (Cont'd)

(C) Description of Services

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

BellSouth SWA Dedicated Transport Services

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

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

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

Fast Packet Access Services

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.13.1 General Regulations (Cont'd)

(D) Minimum Revenue Volume for the Combined MSAs

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

(E) Rates and Charges

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

(F) Classifications, Practices and Regulations

(1) Application of Contract Tariff Incentives

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

(a) Annual Incentive

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

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

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

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

EFFECTIVE: JANUARY 17, 2003

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



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

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

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

EFFECTIVE: JANUARY 17, 2003

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.13.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

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

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

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

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

EFFECTIVE: JANUARY 17, 2003

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

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

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

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

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ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.13.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(4) Customer Obligations

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

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

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EFFECTIVE: JANUARY 17, 2003

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

EFFECTIVE: JANUARY 17, 2003

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.13.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(6) Performance Metrics – Provisioning Elements

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

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

EFFECTIVE: JANUARY 17, 2003

ACCESS SERVICE

25 – Contract Tariffs (Cont'd)

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

25.13.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics – Maintenance Elements

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

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

EFFECTIVE: JANUARY 17, 2003

ACCESS TARIFFS  
 25 – Contract Tariffs (Cont'd)

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

25.13.2 Revenue Volumes and Incentives

(A) Annual Minimum-Billed Revenues and Incentives

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

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

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

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

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

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

EFFECTIVE: FEBRUARY 28, 2004

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.14 Contract Tariff – No. 012

(A) This Contract Tariff is valid for the period beginning March 1, 2004, and ending August 31, 2004.

(B) The regulations, terms and conditions provided herein shall apply to customers subscribing to Contract Tariff No. 012 in the Metropolitan Statistical Areas (MSAs) defined in 25.14.1.B below.

25.14.1 General Regulations

(A) Term and Renewal Options

- (1) Customers subscribing to this Contract Tariff must have an existing Area Commitment Plan (ACP) in service as of January 1, 2004. ACP is set forth in Section 2.4.8 of this Tariff and provides two term plans, i.e., ACP A (24 months to 48 months) and ACP B (49 months to 72 months).
- (2) Termination liability for ACP shall apply to services provided in this Contract Tariff as set forth in Section 2.4.8 of this Tariff.
- (3) The customer may elect to participate in this Contract Tariff by contacting a Company representative. The Company shall provide a Letter of Agreement (LOA), which will be executed by the customer's signature and acknowledged by a Company representative's signature. The signed LOA shall indicate the customer's understanding and agreement to the terms of this Contract Tariff and the effective date the customer elects to begin participation in this Contract Tariff.
- (4) The customer's effective date for participation in this Contract Tariff shall begin on the first calendar day of any month that falls within the specified contract period shown in 24.14(A) above. Customers requesting an effective date on the first calendar day of the beginning month of the contract period will have 15 business days from the start of the beginning month to indicate their election to participate in this Contract Tariff.

(B) Metropolitan Statistical Areas

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

(C) Description of Services

The credits provided in this Contract Tariff shall apply to Local Channels associated with DS1 (a.k.a. BellSouth SPA DS1) service.

EFFECTIVE: FEBRUARY 28, 2004

ACCESS TARIFFS

25 – Contract Tariffs (Cont'd)

25.14 Contract Tariff – No. 012 (Cont'd)

25.14.1 General Regulations

(D) Minimum Requirement

To be eligible for credits under this Contract Tariff, the customer must have a minimum of two consecutive months of positive net Local Channels for DS1 (a.k.a. BellSouth SPA DS1) service, which includes net Local Channels prior to the beginning month of the contract period specified in 25.14(A) preceding. Net Local Channels represent the difference between the Local Channels installed and the Local Channels disconnected within any given month. The customer's net Local Channels will be determined at the end of each month.

(E) Rates and Charges

Rates and charges for DS1 (a.k.a. BellSouth SPA DS1) service are set forth in Section 23 of this Tariff. The Company reserves the right to change the rates and charges for services in Section 23.

(F) Classifications, Practices and Regulations

- (1) At the end of each month of the contract period, the customer must have achieved a minimum of 10% net Local Channels over the previous month's net Local Channels. The customer's net Local Channels must be positive for two consecutive months to qualify for credits at which time the customer may receive credits the second month, if applicable.
- (2) If the customer maintains the requirements in (1) above each month of the contract period, the customer shall receive a \$400 credit for each net Local Channel. Credit will be given each month up to a maximum of 15% of net Local Channels achieved over the previous month's net Local Channels.
- (3) Should the customer fail to achieve the requirements in (1) above, the customer will not qualify for a credit for such month. However, the customer may continue to participate for the duration of the specified contract period.
- (4) A maximum credit of 60% will be given for the entire contract period, which will be determined by summing the percentages of net Local Channels for those months qualifying for credit.
- (5) Credits the customer earns under this Contract Tariff will be accumulated and applied to the customer's bill within 75 days following the end date of this Contract Tariff.
- (6) Customers may subscribe to this Contract Tariff on or after the effective date. However, customers subscribing after the effective date may only participate for the duration of the Contract Tariff.
- (7) Applicable taxes will be computed based on the full tariff price for DS1 (a.k.a. BellSouth SPA DS1) service, and credits will be applied to the service's full tariff price. Credits will not be applied to taxes.

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(N)

26 – BELLSOUTH SWA CONTRACT TARIFFS

(N)

26.1 BellSouth SWA Contract Tariff No. 2002-01

(N)

26.1.1 General Regulations

(N)

- (A) The start date of BellSouth SWA Contract Tariff No. 2002-01 is the first bill period following subscription to this contract tariff. (N)  
(B) BellSouth SWA Contract Tariff No. 2002-01 shall terminate on July 22, 2007. (N)  
(C) The regulations, terms, conditions and volume discounts provided herein shall apply to the customer's applicable BellSouth SWA usage and revenues achieved in the Metropolitan Statistical Areas (MSAs) defined below: (N)  
(1) Montgomery, Alabama (N)  
(2) Jacksonville, Florida (N)  
(3) Miami/Ft. Lauderdale/Hollywood, Florida (N)  
(4) Orlando, Florida (N)  
(5) Panama City, Florida (N)  
(6) Atlanta, Georgia (N)  
(7) Columbus, Georgia (N)  
(8) LaFayette, Louisiana (N)

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

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

26.1.2 Subscription Conditions

(N)

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

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(N)

26 – BELLSOUTH SWA CONTRACT TARIFFS

(N)

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

(N)

26.1.2 Subscription Conditions (Cont'd)

(N)

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

(N)  
(N)

(C) When the customer subscribes to BellSouth SWA Contract Tariff No. 2002-01, the customer must identify to the Telephone Company, all Access Customer Name Abbreviations (ACNAs) and Carrier Identification Codes (CICs) to be included in BellSouth SWA Contract Tariff No. 2002-01.

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

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

(N)  
(N)  
(N)

(E) Any additions after the Letter of Agreement is executed will be handled as a merger or acquisition or transfer of service regulations as set forth in 26.1.3 following.

(N)  
(N)  
(N)

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

(N)  
(N)  
(N)

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

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

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

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

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

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

- Local Switching
  - Local Switching 1
  - Local Switching 2
  - Local Switching 3
  - Local Switching 4
  - Common Trunk Port Service

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

- Per each Common Transport trunk termination, per minute of use
  - Dedicated End Office Trunk Port Service
    - Per DS0/VG trunk port required
    - Per DS1 trunk port required

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

(H) A customer may not combine its local switching minutes of use with another customer, whether an individual, partnership, association or corporation, for the purpose of meeting the established minimum local switching usage, as set forth in 26.1.5(B) following.

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



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(N)

26 – BELLSOUTH SWA CONTRACT TARIFFS

(N)

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

(N)

26.1.2 Subscription Conditions (Cont'd)

(N)

(I) Cancellation of BellSouth SWA Contract Tariff No. 2002-01

(N)

- (1) Except as set forth in (3) following, during the term period of BellSouth SWA Contract Tariff No.2002-01, a customer may cancel this BellSouth SWA Contract Tariff and subsequently subscribe to another BellSouth SWA Contract Tariff only one time.

(N)

(N)

(N)

(N)

- (2) Cancellation of BellSouth SWA Contract Tariff No. 2002-01 and subscription to another BellSouth SWA Contract Tariff is allowed only on the anniversary date of BellSouth SWA Contract Tariff No. 2002-01 and upon meeting one of the following conditions:

(N)

(N)

(N)

(N)

- (a) During the first year of BellSouth SWA Contract Tariff No. 2002-01, the local switching usage achieved is 10 percent below the minimum usage;

(N)

(N)

(N)

- (b) During the remaining years of BellSouth SWA Contract Tariff No. 2002-01, the local switching usage is below the minimum usage.

(N)

(N)

- (c) Local switching usage exceeds the discount usage cap.

(N)

- (d) Customer adds CIC codes that are desired to become part of the volume discount contract tariff.

(N)

(N)

- (3) During the term period of BellSouth SWA Contract Tariff No.2002-01, a customer may cancel and subscribe to another Contract Tariff if Switched Access Pricing Flexibility is allowed in additional MSAs and the customer desires to participate.

(N)

(N)

(N)

(N)

- (a) Cancellation of and subscription to another BellSouth SWA Contract Tariff is allowed only on the anniversary date of BellSouth SWA Contract Tariff No. 2002-01;

(N)

(N)

(N)

- (b) The term of the new Contract Tariff will be the remaining years of BellSouth SWA Contract Tariff No. 2002-01.

(N)

(N)

- (J) Rates and charges for the BellSouth SWA services included in BellSouth SWA Contract Tariff No. 2002-01 are as set forth in Section 6 of this Tariff. General regulations and ordering options for the BellSouth SWA services are as set forth in Section 2 and Section 5 of this Tariff.

(N)

(N)

(N)

(N)

26.1.3 Mergers and Acquisitions and Transfer of Service

(N)

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

(N)

(N)

- (1) The customer may elect to terminate subscription to BellSouth SWA Contract Tariff No. 2002-01.

(N)

(N)

- (2) The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining volume discounts provided under BellSouth SWA Contract Tariff No. 2002-01.

(N)

(N)

(N)

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(N)

26 – BELLSOUTH SWA CONTRACT TARIFFS

(N)

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

(N)

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

(N)

(A) (Cont'd)

(N)

- (3) The customer may continue subscribing to BellSouth SWA Contract Tariff No. 2002-01 for the duration of the contract term provided that the customer continues the subscription as if it were the same entity that existed prior to the merger or acquisition.

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

- (B) If customer requests a transfer of service, pursuant to Transfer of Service regulations in Section 2 and Section 6 of this Tariff, the customer's subscription to BellSouth SWA Contract Tariff No. 2002-01 shall be terminated.

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

26.1.4 BellSouth SWA Revenue Volume Discounts

(N)

- (A) Each year of BellSouth SWA Contract Tariff No. 2002-01 is defined as twelve (12) consecutive bill periods. For purposes of calculating the BellSouth SWA volume discounts, month 1 is the bill period after the beginning date of BellSouth SWA Contract Tariff No. 2002-01. For example, if the beginning date of BellSouth SWA Contract Tariff No. 2002-01 is June 6, 2002 bill period, then month 1 for purposes of calculating the BellSouth SWA volume discounts will be the July 6, 2002 bill period.

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

- (B) The BellSouth SWA volume discounts provided herein will be determined during the first month after the end of each year of the BellSouth SWA Contract Tariff No. 2002-01. During the second month following the end of each year of the BellSouth SWA Contract Tariff No. 2002-01, the BellSouth SWA volume discounts will be applied via a credit to the customer's bill.

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

- (C) True-up provisions will be made during the first quarter after the termination date of BellSouth SWA Contract No. 2002-01.

(N)  
(N)

- (D) The BellSouth SWA volume discounts are applicable to the usage sensitive and recurring revenues of the BellSouth SWA services as set forth in 26.1.2(G) preceding.

(N)  
(N)  
(N)

- (E) The BellSouth SWA volume discounts specified in BellSouth SWA Contract Tariff No. 2002-01 will not be applied to taxes and nonrecurring BellSouth SWA revenues.

(N)  
(N)  
(N)

- (F) The BellSouth SWA services to which the volume discounts provided under BellSouth SWA Contract Tariff No. 2002-01 apply shall only be subject to service assurance warranty regulations specified in 2.4.4(B) of this Tariff.

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

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26 – BELLSOUTH SWA CONTRACT TARIFFS

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

26.1.5 BellSouth SWA Contract Tariff No. 2002-01 Volume Discount Plan

- (A) BellSouth SWA Contract Tariff No. 2002-01 provides for annual volume discounts based upon annual local switching minutes of use (MOU) above a stated minimum usage for the MSAs as set forth in 26.1.1(C) preceding. Annual volume discounts will be determined by the local switching usage volume and the year of the contract in which the local switching usage volume is achieved.
- (B) The minimum usage and the achievable volume discounts associated with the BellSouth SWA services, in the qualifying MSAs, are shown in the table below. Volume discounts are not applicable to any usage levels outside of the MOU usage ranges stated in table below:

Minimum Usage (MOU)	Usage Ranges (MOU)	Volume Discount Percentages				
		Year 1	Year 2	Year 3	Year 4	Year 5
3,385,697,632	3,385,697,632 – 3,453,411,585	7%	-	-	-	-
	>3,453,411,585 – 3,724,267,396	10%	15%	20%	-	-
	>3,724,267,396 – 4,401,406,922	15%	20%	25%	30%	35%

- (C) The annual local switching usage included in BellSouth SWA Contract Tariff No. 2002-01 eligible for volume discount is determined by subtracting the minimum usage from the achieved local switching usage for each year.
- (D) Dividing the annual local switching usage eligible for volume discount for a given year of BellSouth SWA Contract Tariff No. 2002-01 by the minimum local switching usage will develop the usage factor.
- (E) A usage factor (greater than zero) will be applied to the eligible BellSouth SWA revenue generated by the BellSouth SWA services identified in 26.1.2(G) preceding. This calculation produces the annual revenue eligible for discount.
- (F) The discount percent achieved, as set forth in (B) preceding, is based upon the minimum usage required, the usage factor achieved and the term year.
- (G) The volume discount received for a given year under BellSouth SWA Contract Tariff No. 2002-01 is determined by multiplying the eligible BellSouth SWA revenue times the discount factor achieved.

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26 – BELLSOUTH SWA CONTRACT TARIFFS (N)

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

26.1.5 BellSouth SWA Contract Tariff No. 2002-01 Incentive Plan Cont'd) (N)

(H) Following is an example of how the annual BellSouth SWA volume discount will be determined. (N)

BellSouth SWA Contract Tariff No. 2002-01 Volume Discount Calculation (N)

Customer Information (N)

Customer subscribed to a five year BellSouth SWA Contract Tariff No. 2002-01 and is in the 4<sup>th</sup> year of the contract term. The customer's local switching minimum usage is 5,000,000,000 minutes of use. The annual local switching usage for year 4 is 5,750,000,000 minutes of use and the eligible BellSouth SWA revenues for year 4 is \$25,000,000. (N)

Year 4 Usage Eligible for Discount = Year 4 Usage - Minimum Usage (N)

= 5.75B MOU - 5B MOU (N)

= 750M MOU (N)

Year 4 Usage Factor =  $\frac{\text{Year 4 Annual Usage}}{\text{Minimum Usage}}$  (N)

=  $\frac{750M \text{ MOU}}{5B \text{ MOU}}$  (N)

= .15 (N)

Year 4 Revenue Eligible for Discount = Year 4 Usage Factor X Year 4 eligible BellSouth SWA Revenue (N)

= .15 X \$25,000,000 (N)

= \$3,750,000 (N)

Year 4 Volume Discount = Year 4 Revenue Eligible for Discount X Discount Factor (N)

= \$3,750,000 X .30 (N)

= \$1,125,000 (N)

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26 - BELLSOUTH SWA CONTRACT TARIFFS

26.2 BellSouth SWA Contract Tariff No. 2003-01

26.2.1 General Regulations

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

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

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

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

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

26.2.2 Subscription Conditions

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

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

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26 – BELLSOUTH SWA CONTRACT TARIFFS

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

26.2.2 Subscription Conditions (Cont'd)

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

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(N)

26 – BELLSOUTH SWA CONTRACT TARIFFS

(N)

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

(N)

26.2.2 Subscription Conditions (Cont'd)

(N)

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

(N)

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

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

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

(N)

(N)

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

(N)

(N)

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

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

26.2.3 Mergers and Acquisitions and Transfer of Service

(N)

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

(N)

(N)

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

(N)

(N)

(N)

(N)

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

(N)

(N)

(N)

(N)

(N)

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26 – BELLSOUTH SWA CONTRACT TARIFFS

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

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

(A) (Cont'd)

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

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

26.2.4 BellSouth SWA Revenue Volume Discounts

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



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26 – BELLSOUTH SWA CONTRACT TARIFFS

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

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

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

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

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

The following example demonstrates application of the discount:

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

Therefore:

Volume Discount = Eligible Revenue X Discount Rate

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

Volume Discount = \$517,920

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26 – BELLSOUTH SWA CONTRACT TARIFFS

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

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

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

The following example demonstrates application of shortfall:

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

Therefore:

Shortfall Usage = Commitment Level – Achieved Volume

Shortfall Usage = 6B minutes – 5.9B minutes

Shortfall Usage = .1B minutes

Shortfall Liability = Shortfall Usage X Avg Local Switching Rate

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

Shortfall Liability = \$215,800

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

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

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EFFECTIVE: JUNE 4, 2003

## ACCESS SERVICE

## 26 – BELLSOUTH SWA CONTRACT TARIFFS

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

#### 26.2.5 BellSouth SWA Contract Tariff No. 2003-01 Volume Discount Plan (Cont'd)

- (G) This BellSouth SWA Contract Tariff No. 2003-01 will also provide, as a one-time promotional offer, that the customer may obtain a partial prepayment of the first annual SWA Pricing Flexibility volume discount. To qualify for this prepayment, the customer must subscribe to this plan via a Letter of Agreement (LOA) to begin no later than 30 days after the effective date of the tariff. Using the customer's usage between the commencement of this LOA and December 4, 2003, BellSouth will determine if the customer is on track to earn the discount described at the end of the first year of the LOA. If so, BellSouth will calculate by December 15, 2003, the prorated volume discount and remit to the subscriber the prepayment of this pro rata volume discount as soon as practical thereafter. At the end of the first year of the LOA, if an annual credit has been earned, the prepayment will be subtracted from this annual volume discount amount. If, at the end of the first year, the volume discount has not been earned, then the prepayment shall be returned to BellSouth with interest calculated for the period during which the prepayment was held by the customer (Interest equals prime plus two percent – the prime interest rate is that rate which is effective at the end of the first year of the LOA.).

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BELLSOUTH TELECOMMUNICATIONS, INC.  
BY: Operations Manager - Pricing  
29G57, 675 W. Peachtree St., N.E.  
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ISSUED: FEBRUARY 20, 2003

TARIFF F.C.C. NO. 1  
ORIGINAL PAGE 27-1

EFFECTIVE: FEBRUARY 21, 2003

ACCESS SERVICE

(N)

27 – RESERVED FOR FUTURE USE

(N)

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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)(C)(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)

Certain material appearing on this page previously appeared on 1st Revised Page 28-1.

EFFECTIVE: DECEMBER 10, 2002

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.1 Service Description (Cont'd)

(C) (Cont'd)

(1) Unspecified Bit Rate, Plus (UBR+)

As used with BellSouth® Enterprise DSL service, the term UBR+ denotes a Minimum Cell Rate (MCR), or minimum data rate, equal to 25% of the customer-specified VC data rate, that will be maintained on a per VC basis.

(D) Although BellSouth® Enterprise DSL service requires a two-wire metallic loop as specified in BellSouth Technical Reference Publication TR73624, the design, maintenance and operation of BellSouth® Enterprise DSL service contemplates combinations of technologies utilized in the provision of service, including g.991.2 ITU Specification Symmetric High-speed Digital Subscriber Line (g.SHDSL) technology. Service inquiries will be necessary to determine availability. If new equipment/facilities or changes to existing facilities are required for the provision of this service, other than simple exchange line rearrangement, the regulations, rates and charges for special construction are set forth in BellSouth's Tariff F.C.C. No. 2 and are in addition to the regulations, rates and charges specified in this tariff.

(E) The customer-specified Connection data rate will be that data rate as measured between the SHDSL Transceiver Unit – Central Office (STU-C) and the Network Interface Device (NID) located at the customer-designated end-user premises by the Telephone Company's element manager or portable test equipment, in lieu of a data-rate obtained by any other means. As used with BellSouth Enterprise DSL service, a NID denotes an arrangement at the point of physical demarcation between the Telephone Company's facilities and the end-user or customer premises, isolating inside wiring and customer premises equipment (CPE) from the Telephone Company's network. The STU-C is often housed in a Digital Subscriber Line Access Multiplexer (DSLAM), which may be housed in a Telephone Company Central Office or a Remote Terminal (RT) location. The NID is typically located at the end-user premises.

The customer-specified VC data rate will be that data rate as measured between the SHDSL Transceiver Unit – Central Office (STU-C) and the customer's designated BellSouth XAATMS or MSATMS location by the Telephone Company's element manager or portable test equipment, in lieu of a data-rate obtained by any other means. The STU-C is often housed in a Digital Subscriber Line Access Multiplexer (DSLAM), which may be housed in a Telephone Company Central Office or a Remote Terminal (RT) location.

(F) BellSouth® Enterprise DSL service is furnished where suitable facilities are available as determined by the Telephone Company. BellSouth® Enterprise DSL service Central Office availability will be as specified in the National Exchange Carriers Association (N.E.C.A.) F.C.C. Tariff No. 1, Office Type Code T9.

EFFECTIVE: DECEMBER 10, 2002

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.1 Service Description (Cont'd)

- (G) The movement of data in a direction toward the end-user premises from its normal Serving Wire Center (SWC) is defined as the downstream direction. The movement of data in a direction away from the end-user premises, toward its normal SWC, is defined as the upstream direction. (N)
- (H) The responsibility of the Telephone Company shall be limited to the furnishing and maintenance of BellSouth® Enterprise DSL service, generally between the end-user premises Network Interface Device (NID) and the customer's designated BellSouth XAATMS or MSATMS location, in a manner proper for the furnishing of such service. BellSouth® Enterprise DSL service, Connections and VCs may not be directed to another BellSouth® Enterprise DSL service, Connection, to form a single point-to-point arrangement. (N)
- (1) The Telephone Company shall not be responsible for installation, operation, or maintenance of any terminal equipment or communications system provided by a customer or end-user. Where such equipment or system is connected to Telephone Company facilities the responsibility of the Telephone Company shall be limited to furnishing BellSouth® Enterprise DSL service in accordance with the terms and conditions as set forth in this tariff. The Telephone Company shall not be responsible for: (N)
- (a) the transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or (N)
- (b) the reception of signals by such equipment or systems, or (N)
- (c) damage to a terminal or computer equipment or communications system provided by a customer or end-user due to testing. (N)
- (2) The Telephone Company shall not be responsible to the customer or end-user if changes in any Telephone Company facilities, operations, or procedures utilized in the furnishing of BellSouth® Enterprise DSL service render any facilities or equipment provided by a customer or end-user obsolete, or require modification or alteration of such equipment or system, or otherwise affects its use or performance. It is expressly declared that metallic facilities are in a continually decreasing supply and that the Telephone Company does not hold itself in a position to warrant their availability. Should Telephone Company initiated changes occur that render the local exchange facility incapable of transporting BellSouth® Enterprise DSL service, the Telephone Company will not be required to continue the BellSouth® Enterprise DSL service, and the customer will not be liable for any Termination Liability Charges (TLC). (N)



EFFECTIVE: DECEMBER 10, 2002

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.1 Service Description (Cont'd)

(H) (Cont'd)

- (3) The Telephone Company undertakes to maintain and repair the facilities, which it furnishes. The customer or end-user may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Telephone Company without prior written consent of the Telephone Company.

- (I) The customer is responsible for installation and/or testing of customer or end-user premises equipment or facilities to ensure that when connected to BellSouth® Enterprise DSL service such end-user premises equipment or facilities operate properly.

- (1) The customer shall or arrange for the end-user to cooperatively test with the Telephone Company as may be necessary.

- (2) It shall be the responsibility of the customer and/or end-user to ensure the continuing compatibility of Customer Premises Equipment (CPE) at the end-user premises. The customer and/or end-user shall be responsible for any expenses incurred for required changes to customer and/or end-user equipment or facilities in order to make and maintain such equipment or facilities compatible with BellSouth® Enterprise DSL service.

(J) Technical Specifications Package

Service specifications for BellSouth® Enterprise DSL service are contained in Technical Reference TR-73624.

- (K) Alternate Use, special facilities routing, channel interface/network channel codes, design changes and design layout report are not available with BellSouth Enterprise DSL service.

- (L) BellSouth® Enterprise DSL service will be available in Telephone Company Central Offices as indicated in NECA Tariff F.C.C. No. 4. As specified in 28.1.4(A)(1)(c), a Service Inquiry will be necessary to determine availability.

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ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

(N)

28.1 BellSouth® Enterprise DSL service (Cont'd)

(N)

28.1.2 Acceptance Testing

(N)

- (A) For BellSouth® Enterprise DSL service, Connections and VCs at data rates specified by the customer, acceptance tests will include testing for synchronization of downstream and upstream transmissions between the end-user NID and the STU-C, verification that the customer-specified Connection data rate can be achieved at the end-user's NID and that the customer's specified QoS is provisioned.

(N)

(N)

(N)

(N)

(N)

(N)

28.1.3 Payment Arrangements and Credit Allowances

(N)

- (A) For BellSouth® Enterprise DSL service, any period during which the data rate is below that specified for the Connection or VC rate elements will be considered as an interruption. Application of credits for service outages of BellSouth® Enterprise DSL service will be calculated as follows:

(N)

(N)

(N)

(N)

(N)

- (1) The customer shall be credited after an interruption of thirty minutes or more at the rate of 1/1440 of the monthly recurring rate, for each period of thirty minutes or major fraction thereof that the interruption continues, for each BellSouth® Enterprise DSL service Connection and/or VC affected. The customer must report the outage, prior to its repair, in order to qualify for service outage credit.

(N)

(N)

(N)

(N)

(N)

(N)

- (a) Service outage credit must be requested within thirty days of occurrence before it will be provided.

(N)

(N)

- (b) A credit allowance will not apply for service outages under conditions specified in 2.4.4(C) preceding and/or during periods of preventative maintenance/software upgrade activities.

(N)

(N)

(N)

- (B) BellSouth® Enterprise DSL service, Connections, are eligible for treatment under terms of the Service Installation Guarantee as specified in 2.4.9.

(N)

(N)

(N)

EFFECTIVE: DECEMBER 10, 2002

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.4 Ordering Options

An order for the Telephone Company's BellSouth Enterprise DSL service must be submitted in a manner designated by the Telephone Company. Receipt of an appropriate logon and password is required to access the ordering system(s). Ordering, Maintenance, NSP logon and password information may be obtained by choosing "Get Started" at the following website:  
[http://www.bellsouth.com/broadband/dsl\\_solutions/discover](http://www.bellsouth.com/broadband/dsl_solutions/discover).

The customer must place an electronic (Internet or "web-based" interface) order utilizing a Telephone Company-specified order and response system to request BellSouth Enterprise DSL service Connections and VCs be provisioned to a customer-designated end-user premises. The Telephone Company-specified electronic order and response system allows a BellSouth Enterprise DSL service customer to place orders and receive response from the Telephone Company about a request for service. A customer identification and password for access to the appropriate order and response system(s) are obtained as specified preceding.

(A) Ordering Conditions

- (1) The customer shall provide all information necessary for the Telephone Company to provide and bill for the BellSouth Enterprise DSL service, including, but not limited to:

- Customer name and address(es)
- Customer billing name and address (when different from customer name and address)
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.
- Customer electronic mail address
- Network Service Provider (NSP)
- Type of request
- BellSouth XAATMS, MSATMS information
- Circuit identification of the transport facility between the customer's premises and its designated serving wire center
- Virtual Path Identifier (VPI) and Virtual Channel Identifier (VCI)
- End-user VPI and VCI
- End-user's premises address
- Requested Due Date
- Requested Connection data rate

EFFECTIVE: OCTOBER 16, 2003

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.4 Ordering Options (Cont'd)

(A) Ordering Conditions (Cont'd)

(1) (Cont'd)

- (a) A customer may request a modification of a BellSouth® EDSL service order at any time prior to the due date. The Telephone Company will make every effort to accommodate the requested modification when it is able to do so with the normal work force assigned to complete such a modification within normal business hours, without charge. Customer-requested modifications that cannot be completed prior to the due date will require a service date change and may be subject to additional charges as described in 28.1.5.1(3) (T) following.
- (b) The day upon which the customer has provided to the Telephone Company a firm commitment for the service and complete and accurate information to allow for the processing of the order is the Application Date.
- (c) A Service Inquiry will be necessary to determine availability. A Service Inquiry is a request to the Telephone Company to determine if facilities exist to provide the requested service and to determine the service dates on which service can be provided to the customer.

28.1.5 Order Modification

28.1.5.1 Service Date Change

When the customer:

- (1) Indicates, prior to the current due date, that service cannot be accepted for a period not to exceed thirty calendar days, no charge will apply.
- (2) Requests, prior to the current due date, a different due date that is greater than thirty days but sixty or fewer days after the original due date, the order will be cancelled and reissued without charge. A request to change the due date to a due date greater than sixty days after the original due date will be denied.
- (3) Requests, on the current due date, a different due date, or fails to notify the Telephone Company of a customer-initiated due date change prior to the due date, a charge equal to 50 percent of the nonrecurring charges appropriate for installation of affected BellSouth® EDSL service rate elements will apply.

Due date changes on or after the current due date that are initiated by the Telephone Company for reasons such as unavailability of facilities, labor difficulties, governmental orders, civil commotions, criminal actions against the Telephone Company, acts of God, war or other circumstances beyond the Telephone Company's control, will not require payment of this charge.

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ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.5.2 Design Modification

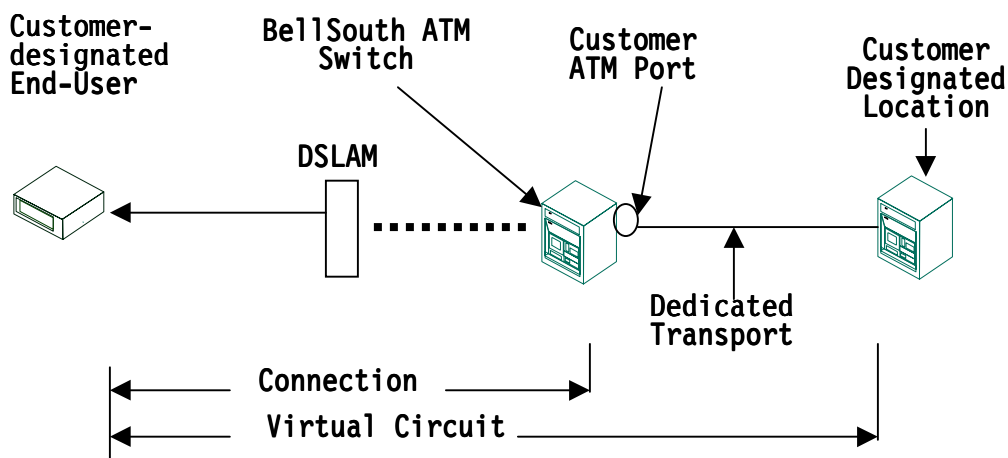
BellSouth Enterprise DSL service elements are non-designed and the customer may not request a design change.

28.1.5.3 Order Cancellation

When a customer cancels an order for BellSouth® Enterprise DSL service, prior to the due date, no charges apply. When a customer cancels an order for BellSouth® Enterprise DSL service on the due date, a charge equal to the sum of all nonrecurring charges appropriate for installation of affected BellSouth® Enterprise DSL service rate elements will apply.

28.1.6 Service Configuration

The following diagram illustrates a BellSouth Enterprise DSL service, connecting two customer-designated locations, within a LATA.



Applicable rate elements are:

- BellSouth Enterprise DSL service, Connection
- BellSouth Enterprise DSL service, Virtual Circuit
- BellSouth XAATMS or MSATMS Rate Elements (ATM Port)
- Dedicated Transport Rate Elements (DS1, DS3, etc.)

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.7 Rate Regulations

BellSouth® Enterprise DSL service recurring rates and nonrecurring charges are subject to Telephone Company initiated change. Rate elements for which customer-specified commitment periods in excess of one month are available are exempt from Telephone Company initiated rate increases prior to expiration of the customer-specified commitment and commitment period. Rate increases will be applicable to all other rate elements upon Commission approval.

28.1.7.1 Nonrecurring Charges

- (A) Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for BellSouth® Enterprise DSL service are: Installation of Service, Service Rearrangements and Transfer of Responsibility. Nonrecurring charges apply as specified in 28.1.10 following.

28.1.7.2 Recurring Rates

- (A) Recurring rates are monthly rates that apply each month or fraction thereof that a BellSouth® Enterprise DSL service, Connection or VC is provided. For billing purposes, each month is considered to have 30 days. Monthly rates apply as specified in 28.1.9 following. (T)
- (B) A monthly recurring rate will be billed to the customer for each BellSouth® Enterprise DSL service, Connection established to an end-user premises. The monthly rate for Connections at a data rate option specified in 28.1.1(A)(1)(a) through (d) will be determined by the commitment period designated by the customer.

In addition to month-to-month (MTM) rates, customer-selected commitment periods of from 12 to 23 months, and 24 months or greater, are available for a BellSouth® Enterprise DSL service, Connection at optional data rates specified in 28.1.1(A)(1)(a) through (d). When the customer requests a BellSouth® Enterprise DSL service, Connection, the customer must designate to the Telephone Company the commitment and optional commitment period desired, e.g. a commitment of 20 months and a 12 to 23 month commitment period. Upon completion of a customer-designated commitment and commitment period equal to or greater than 12 months, the customer may select a new commitment and commitment period equal to or greater than 12 months, at rates available for new service, or revert to rates available for new service on a month-to-month basis.

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28 – Digital Subscriber Line Service (Cont'd) (N)

28.1 BellSouth® Enterprise DSL service (Cont'd) (N)

28.1.7 Rate Regulations (Cont'd) (N)

28.1.7.3 Renewals (N)

- (A) Prior to completion of a commitment period, customer may replace the existing commitment and commitment period with a currently offered commitment and commitment period having a length equal to or longer than the time remaining in the existing arrangement. The appropriate rates will be as if for new service. Nonrecurring charges will not be re-applied for these renewals, and no credit will be provided for payments made during the formerly selected period. Changes to a commitment or commitment period with a length shorter than the existing arrangement will result in application of termination liability charges as specified in 28.1.7.5 following. Recognition of previous service will not be a factor in determination of rates appropriate for a renewed arrangement. (N)

28.1.7.4 Moves (N)

- (A) When an end-user changes premises, a move charge applies for each BellSouth® Enterprise DSL service Connection(s) and VC(s) re-established to an end-user's new premises as designated by the customer. This charge is equal to the sum of all the nonrecurring charges applicable for a new installation of BellSouth® Enterprise DSL service. If a BellSouth® Enterprise DSL service Connection and VC is not available at the new end-user premises, the move request will be treated as a discontinuance of service at the old premises and the customer will remain responsible for satisfying minimum period obligations. A service inquiry is required to determine service availability at the end-user's new premises. (N)

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ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.7 Rate Regulations (Cont'd)

28.1.7.5 Termination Liability Charge

A Termination Liability Charge (TLC) is applicable for a BellSouth® Enterprise DSL service Connection provided at optional data rates specified in 28.1.1(A)(1)(a) through (d), on a per Connection basis, that is disconnected prior to completion of the appropriate minimum service period as specified in 28.1.7.7. (T)

(A) For BellSouth® Enterprise DSL service Connections provided at optional data rates specified in 28.1.1(A)(1)(a) through (d), that are provided on a month-to-month basis but are disconnected prior to completion of the minimum service period specified in 28.1.7.7, the TLC is equal to the number of minimum service period months, less the number of months completed service, multiplied by the appropriate Connection monthly rate for the Connection to which the customer subscribed. This TLC will not exceed the monthly rate for the Connection to which the customer subscribed, multiplied by the minimum service period months as specified in 28.1.7.7. (T)

(B) The TLC for a BellSouth® Enterprise DSL service Connection at data rates specified in 28.1.1(A)(1)(a) through (d) having a customer-selected commitment period equal to or greater than 12 months, but disconnected prior to completion of the commitment and prior to completion of 12 months service, is equal to:

<u>Data Rate</u>		Commitment Period of:	
		From 12 To 23 Months	24 Months Or More
512 x	512 Kbps	\$200.00	\$400.00
768 x	768 Kbps	\$200.00	\$400.00
1.024 x	1.024 Mbps	\$200.00	\$400.00
1.536 x	1.536 Mbps	\$200.00	\$400.00

(C) The TLC for a BellSouth® Enterprise DSL service Connection at data rates specified in 28.1.1(A)(1)(a) through (d) having a customer-selected commitment period equal to or greater than 24 months, but disconnected prior to completion of the commitment, prior to completion of 24 months service and subsequent to completion of 12 months service, is equal to:

<u>Data Rate</u>		Commitment Period of:
		24 Months Or More
512 x	512 Kbps	\$200.00
768 x	768 Kbps	\$200.00
1.024 x	1.024 Mbps	\$200.00
1.536 x	1.536 Mbps	\$200.00

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28 – Digital Subscriber Line Service (Cont'd)

28.1 BellSouth® Enterprise DSL service (Cont'd)

28.1.7 Rate Regulations (Cont'd)

28.1.7.5 Termination Liability Charge (Cont'd)

(D) TLC does not apply if:

- (1) A customer cannot synchronize its terminal equipment with BellSouth® Enterprise DSL service equipment;
- (2) A customer requests a change from the current BellSouth® Enterprise DSL service Connection optional data rate to a Connection having a higher optional data rate. However, a new minimum service period as specified in 28.1.7.7 following greater than or equal to the current minimum service period, and rates appropriate for the Connection's new optional data rate as specified in 28.1.9(1) following will apply. (T)
- (3) A customer requests a change from the current BellSouth® Enterprise DSL service Connection optional data rate to a Connection having a lesser optional data rate. If the request is the result of a failure to achieve the subscribed optional data rate, and that failure is determined by the Telephone Company to have been caused by its network, and that the subscribed optional data rate can not be restored by the Telephone Company. (T)

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## ACCESS SERVICE

### 28 – Digital Subscriber Line Service (Cont'd)

#### 28.1 BellSouth® Enterprise DSL service (Cont'd)

##### 28.1.7 Rate Regulations (Cont'd)

##### 28.1.7.5 Termination Liability Charge (Cont'd)

(D) TLC does not apply if: (Cont'd)

- (4) A BellSouth® Enterprise DSL service, Connection and VC disconnected from the previous end-user premises as a result of a customer request to move the Connection and VC to a new end-user premises. Both orders must be related together and no lapse in billing can occur.

##### 28.1.7.6 Service Rearrangements

The charge to the customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves actual physical change to the service.

Administrative changes, as identified below, will be made without charge(s) to the customer. Such changes require the continued provision and billing of the service to the same entity (i.e., customer remains responsible for all outstanding indebtedness for the service). Administrative changes are as follows:

- Change of customer name (i.e., the customer of record does not change, but rather the customer of record changes its name, e.g., JKL Corp. to JKL LLP),
- Change of customer's designated end-user premises address when the change of address is not a result of a physical relocation of the end-user
- Change in billing data (name, address, contact number, etc.)
- Change in billing account number

All other service rearrangements will be charged for as follows:

- (A) The Service Rearrangement Charge specified in 28.1.9(B)(1)(a) is applicable on a per BellSouth® Enterprise DSL service, VC, rearranged basis for customer requests to redirect a BellSouth® Enterprise DSL service, VC, from one BellSouth XAATMS or MSATMS port to a different BellSouth XAATMS or MSATMS port, where both ports are on the same switch and both ports are utilized in terminating transport facilities for BellSouth® Enterprise DSL service. (T)

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## ACCESS SERVICE

### 28 – Digital Subscriber Line Service (Cont'd)

#### 28.1 BellSouth® Enterprise DSL service (Cont'd)

##### 28.1.7.6 Service Rearrangements (Cont'd)

- (B) The Service Rearrangement Charge specified in 28.1.9(B)(1)(a) is applicable on a per BellSouth® Enterprise DSL service, Connection, upgraded basis for customer requests to upgrade a BellSouth® Enterprise DSL service, Connection, to a data rate that is higher than the Connection currently in service, at the same end-user premises. (T)

##### 28.1.7.7 Minimum Service Periods

- (A) The minimum service period for each BellSouth® Enterprise DSL service, Connection is 3 months.
- (B) The minimum service period for each BellSouth® Enterprise DSL service, Connection having a customer-specified commitment period equal to or greater than 12 months, and less than 24 months, is 12 months. The minimum service period for each BellSouth® Enterprise DSL service, Connection having a customer-specified commitment period equal to or greater than 24 months, is 24 months.
- (C) The minimum service period for each BellSouth® Enterprise DSL service VC is three months.

\*\*\*\*\*

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ISSUED: OCTOBER 1, 2003

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## ACCESS SERVICE

### 28 – Digital Subscriber Line Service (Cont'd)

#### 28.1 BellSouth® Enterprise DSL service (Cont'd)

##### 28.1.8 Miscellaneous

###### (A) Refusal and Discontinuance

Provisions of 2.1.8 are applicable for circumstances warranting refusal or discontinuance of service.

###### (B) 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(C)(1)(a). Charges are applied on a per Connection basis.

(T)

###### (C) Minimum Quantity

- (1) The minimum quantity of BellSouth® Enterprise DSL Service, Connections, per customer-designated end-user premises, is one.
- (2) The minimum quantity of VCs associated with a BellSouth® Enterprise DSL Service, Connection, is one.

###### (D) Maintenance of Service

- (1) 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 upon dispatch no trouble is found in the Telephone Company's facilities.

\*\*\*\*\*

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## ACCESS SERVICE

### 28 – Digital Subscriber Line Service (Cont'd)

#### 28.1 BellSouth Enterprise DSL Service (Cont'd)

##### 28.1.9 Rates and Charges

###### (A) Connections

###### (1) Per Connection at a capacity of:

	<u>Nonrecurring Charge</u>	<u>Month To Month</u>	<u>12-23 Months</u>	<u>24+ Months</u>	<u>USOC</u>
(a) 512 Kbps	\$210.00	\$120.00	\$110.00	\$100.00	ADF81
(b) 768 Kbps	\$210.00	\$150.00	\$135.00	\$110.00	ADF82
(c) 1.024 Mbps	\$210.00	\$180.00	\$150.00	\$135.00	ADF83
(d) 1.536 Mbps	\$210.00	\$225.00	\$190.00	\$165.00	ADF84

###### (B) Service Rearrangement Charge

(T)

	<u>Nonrecurring Charge</u>	<u>USOC</u>	(M)
(1) Per Virtual Circuit			(M)
(a) Each	\$ 5.00	ADRGR	(M)

###### (C) Transfer Of Responsibility

(C)

(1) Per Connection			(M)
(a) Each	\$11.00	ADRGT	(M)

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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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ACCESS SERVICE

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)

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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

(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 ADSL service without End-User Aggregation. A comparison of PVC session capacity for BellSouth ADSL service transport facilities is available in Technical Reference TR-73612.

End-User Aggregation is available for session-management of BellSouth ADSL service VCs specified in 28.2.1(C)(1) through (8). Transport facilities for BellSouth ADSL service End-User Aggregation must be dedicated to the transport of BellSouth ADSL service VCs and cannot be utilized for transport of non-End-User Aggregation VCs. (C)

BellSouth ADSL 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.

(2) Destinations

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.

- For the purposes of BellSouth ADSL 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 ADSL 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.
- For the purposes of BellSouth ADSL 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.
- For the purposes of BellSouth ADSL 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.



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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ACCESS SERVICE

(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)

28.2.6 Responsibility of the Telephone Company (Cont'd)

- (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 ADSL 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 ADSL service, the Telephone Company will not be required to continue the BellSouth ADSL service, and the customer will not be liable for any Termination Liability Charges (TLC).
- (3) The Telephone Company undertakes to maintain and repair the facilities which it furnishes. The customer or end-user may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Telephone Company without prior written consent of the Telephone Company.

28.2.7 Responsibility of the Customer

- (A) When two or more customers request the Telephone Company to provide BellSouth ADSL service, and designate the same end-user premises served by the same exchange line facility as a customer designated location, BellSouth ADSL 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.
- (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 ADSL service such end-user premises equipment or facilities operate properly.
- (1) The customer shall or arrange for the end-user to cooperatively test with the Telephone Company as may be necessary.

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ACCESS SERVICE

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  
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)

(A) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity. Nonrecurring charges that apply for BellSouth ADSL service are associated with installation of service, moves of service, service rearrangements and termination liability. These charges are as specified following.

(1) First and Additional Nonrecurring Charges

Nonrecurring charges apply to each Virtual Circuit (VC) installed. When First and Additional nonrecurring charges apply, they are assessed as follows:

For BellSouth ADSL service, MVC, nonrecurring charges are identified as Initial, First and Additional, or Subsequent, First and Additional. The Initial Order nonrecurring charge(s) apply when BellSouth ADSL service VCs are installed coincident with the initial request for a BellSouth ADSL service MVC arrangement. The Subsequent Order nonrecurring charge(s) is applicable when the VC is installed coincident with a customer request for a MVC arrangement that is subsequent to the establishment of the MVC arrangement.

A MVC, "First," nonrecurring charge is applicable to the first BellSouth ADSL service VC requested in an "Initial" or "Subsequent" MVC arrangement. The "Additional" nonrecurring charge is applicable to each VC installed coincident with the first VC on an "Initial" or "Subsequent" BellSouth ADSL service MVC arrangement.



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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)

(2) Service Rearrangements

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.

The charge to the customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves actual physical change to the service.

Administrative changes, as identified below, will be made without charge(s) to the customer. Such changes require the continued provision and billing of the service to the same entity (i.e., customer remains responsible for all outstanding indebtedness for the service). Administrative changes are as follows:

- Change of customer name (i.e., the customer of record does not change, but rather the customer of record changes its name, e.g., JKL Corp. to JKL LLP),
- Change of customer's designated end-user premises address when the change of address is not a result of physical relocation of the end-user
- Change in billing data (name, address, contact number, etc.)
- Change in billing account name

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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)

ACCESS SERVICE

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](mailto: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)

BELLSOUTH TELECOMMUNICATIONS, INC.  
BY: Operations Manager - Pricing  
29G57, 675 W. Peachtree St., N.E.  
Atlanta, Georgia 30375  
ISSUED: JANUARY 29, 2004

TARIFF F.C.C. NO. 1  
2ND REVISED PAGE 28-31  
CANCELS 1ST REVISED PAGE 28-31

EFFECTIVE: JANUARY 30, 2004

## ACCESS SERVICE

### 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.

- (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) and 28.2.10(E)(3). 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.

ACCESS SERVICE

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

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

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

ACCESS SERVICE

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)

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

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.



EFFECTIVE: JANUARY 9, 2004

## ACCESS SERVICE

### 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)

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

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)

(C)

(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)

(C)

(C)

EFFECTIVE: OCTOBER 16, 2003

ACCESS SERVICE

(N)

28 – Digital Subscriber Line Service (Cont'd)

(N)

28.2 BellSouth ADSL Service (Cont'd)

(N)

28.2.8 Rate Regulations (Cont'd)

(N)

- (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 28.2.10(D)(1)(b) following. (M)  
(M)  
(M)  
(M)  
(C)
- (3) While the number of BellSouth ADSL service VCs associated with a MVC arrangement may be changed upon customer request, the minimum number of BellSouth ADSL service VCs in a MVC arrangement, on a per end-user basis, is two. The charge for rearranging or redirecting an existing BellSouth ADSL service VC associated with a MVC arrangement is specified in 28.2.10(D)(1)(b) following. (M)  
(M)  
(M)  
(M)  
(M)  
(C)

Certain material now appearing on this page previously appeared on 4th Revised Page 7-103.24.4 and 3rd Revised Page 7-103.24.5.

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EFFECTIVE: OCTOBER 16, 2003

ACCESS SERVICE

(N)

28 – Digital Subscriber Line Service (Cont'd)

(N)

28.2 BellSouth ADSL Service (Cont'd)

(N)

28.2.9 Promotions

(N)

(A) BellSouth ADSL service Promotion #1

(N)

(1) General Regulations for Promotion #1

(C)

(a) This tariff provides a Special Promotion for BellSouth ADSL Service and is valid during the period beginning May 1, 2003 and ending December 31, 2003.

(C)  
(M)  
(M)

(b) The rates and charges for BellSouth ADSL Service are set forth in 28.2.10 following. The Company reserves the right to change the rates and charges for services included in 28.2.10 following.

(C)  
(C)  
(M)  
(C)

(c) Customers will receive credits as described in 28.2.9(A)(2) following.

(C)  
(C)

(d) The regulations, terms and conditions for the Special Promotion provided herein shall apply to all customers that meet the described requirements.

(C)  
(M)  
(M)

(2) Description for Promotion #1

(C)

(a) BellSouth ADSL Service VCs may be ordered under the Terms and Conditions specified following, during the period May 1, 2003 through December 31, 2003.

(C)  
(M)  
(M)

(b) Customers ordering 100 or more BellSouth ADSL Virtual Circuits between May 1, 2003 and December 31, 2003 will receive a credit of \$40 against the non-recurring charge stated in 28.2.10(A)(1) for Virtual Circuits on all orders placed and installed between May 1, 2003 and December 31, 2003. Credit will appear on the customer's seventh monthly invoice following Virtual Circuit installation.

(C)  
(M)  
(M)  
(C)  
(M)  
(M)

(c) For new BellSouth ADSL Virtual Circuits ordered between May 1, 2003 and December 31, 2003, customers will receive a monthly credit of \$5 against the monthly recurring charge stated in 28.2.10(A)(1) for Virtual Circuits. The total of the credit will be equal to \$5 times the number of months that the new order is installed between May 1, 2003 and December 31, 2003. Credit will appear on the customer's seventh monthly invoice following Virtual Circuit installation.

(C)  
(M)  
(M)  
(C)  
(M)  
(M)  
(M)

(d) Any BellSouth ADSL Virtual Circuit ordered and installed under this promotion that is disconnected prior to the completion of the minimum service period stated in 28.2.5 will not be eligible for the promotional credit.

(C)  
(M)  
(C)  
(M)

Certain material now appearing on this page previously appeared on 2nd Revised Page 7-103.24.6.

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EFFECTIVE: MARCH 3, 2004

ACCESS SERVICE

(N)

28 – Digital Subscriber Line Service (Cont'd)

(N)

28.2 BellSouth ADSL Service (Cont'd)

(N)

28.2.9 Promotions (Cont'd)

(N)

(B) BellSouth DSL service Promotion #2

(N)

(1) General Regulations for Promotion #2

(N)

(a) This tariff provides a Special Promotion for BellSouth ADSL Service and BellSouth Session Based DSL Service and is valid during the period beginning March 3, 2004 and ending December 31, 2004.

(N)

(N)

(N)

(N)

(b) The rates and charges for BellSouth ADSL Service are set forth in 28.2.10 following and for BellSouth Session Based DSL Service in Section 28.3.9 of this Tariff. The Company reserves the right to change the rates and charges for these services.

(N)

(N)

(N)

(N)

(N)

(c) Customers will receive credits as described in 28.2.9(B)(2) following. Credits will appear on the Customer's invoice within two billing cycles following installation.

(N)

(N)

(N)

(d) The regulations, terms and conditions for the Special Promotion provided herein shall apply to all customers that meet the described requirements.

(N)

(N)

(N)

(2) Description for Promotion #2

(N)

(a) BellSouth ADSL Service and BellSouth Session Based DSL Service VCs may be ordered and installed under the Terms and Conditions specified following, during the period March 3, 2004 through December 31, 2004.

(N)

(N)

(N)

(N)

(b) This Special Promotion will be conducted for the time period described above. At the end of each promotional month, the customer will qualify for a one-time credit for each additional VC that falls within a specified range of additional VCs as shown in (c) below. The non-recurring credits will only apply against BellSouth ADSL Service and BellSouth Session Based DSL Service VCs.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

BELLSOUTH TELECOMMUNICATIONS, INC.  
BY: Operations Manager - Pricing  
29G57, 675 W. Peachtree St., N.E.  
Atlanta, Georgia 30375  
ISSUED: FEBRUARY 17, 2004

TARIFF F.C.C. NO. 1  
ORIGINAL PAGE 28-39.2

EFFECTIVE: MARCH 3, 2004

ACCESS SERVICE

(N)

28 – Digital Subscriber Line Service (Cont'd)

(N)

28.2 BellSouth ADSL Service (Cont'd)

(N)

28.2.9 Promotions (Cont'd)

(N)

(B) BellSouth DSL service Promotion #2 (Cont'd)

(N)

(2)Description for Promotion #2 (Cont'd)

(N)

- (c) Customers ordering BellSouth ADSL and/or BellSouth Session Based Virtual Circuits between March 3, 2004 and December 31, 2004 shall receive a one-time credit per additional VC order completed within each promotional month against the associated non-recurring charge stated in 28.2.10(A) through (C) or 28.3.9(A) as shown below:

(N)

(N)

(N)

(N)

(N)

(N)

Volume Bands

(N)

Band 1: 25% off the applicable non-recurring charge per additional Virtual Circuit 1 to 10

(N)

(N)

Band 2: 50% off the applicable non-recurring charge per additional Virtual Circuit of at least 11 to 25

(N)

(N)

Band 3: 75% off the applicable non-recurring charge per additional Virtual Circuit of at least 26 to 40

(N)

(N)

Band 4: 100% off the applicable non-recurring charge per additional Virtual Circuit of at least 41 to 100

(N)

(N)

The band for each customer will be determined at the end of each promotion month. The credit will only be given up to 100 additional VCs within each promotional month. The normal tariff non-recurring charges will apply for additional VCs within each promotional month in excess of 100. Virtual Circuits purchased from Section 23.5.2.21 will also count towards the total additional VCs to determine the credit level.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

BELLSOUTH TELECOMMUNICATIONS, INC.  
BY: Operations Manager - Pricing  
29G57, 675 W. Peachtree St., N.E.  
Atlanta, Georgia 30375  
ISSUED: FEBRUARY 26, 2004

TARIFF F.C.C. NO. 1  
5TH REVISED PAGE 28-40  
CANCELS 4TH REVISED PAGE 28-40  
EFFECTIVE: FEBRUARY 29, 2004

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

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

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
(a) Per Connection	\$ 60.00	\$33.00	ADF11

- (2) Downstream data rate of at least 768 Kbps, Upstream data rate of at least 512 Kbps

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
(a) Per Connection	\$150.00	\$85.00	ADF61

- (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).

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
(a) Per Connection	\$ 40.00	\$21.40 (R)(Z)	ADF01

- (Z) Reissued to correct the rate to \$21.40, which became effective December 2, 2003, under Transmittal No. 759.

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

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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(N)

28 – Digital Subscriber Line Service (Cont'd)

(N)

28.2 BellSouth ADSL Service (Cont'd)

(N)

28.2.10 Rates and Charges (Cont'd)

(N)

(D) Miscellaneous Charges

(M)

(1) Service Rearrangement Charge

(M)

	Nonrecurring Charge Per VC	Monthly Rate Per VC	USOC	
(a) Per VC redirected to a different XAATMS or MSATMS Port or change in domain group name	\$10.00	-	ADR	(M) (M) (M) (M)
(b) Per changed number of VC Destinations or Sessions capability, of rearranging or redirecting a VC associated with a MVC arrangement	\$20.00	-	ADRPC	(M) (M) (M) (M)
(c) VC Configuration Rearrangement				(M)
- Per VC, single SRF	\$10.00	-	ADRC	(M)
- Per VC, multiple SRF, 2-250	\$10.00	-	ADRC	(M)
- Per VC, Bulk request, 251 or more	\$ 7.00	-	ADRCB	(M) (M)

(E) End-User Aggregation

(M)

(1) Arrangement Capacities

(M)

	Nonrecurring Charge	Monthly Rate	USOC	
(a) Per 44.210 Mbps Transport Capacity	\$600.00	\$1,000.00	ADFA4	(M) (M)
(b) Per 149.760 Mbps Transport Capacity	\$600.00	\$1,800.00	ADFA5	(M) (M)
(c) Per 599.040 Mbps Transport Capacity	\$600.00	\$4,500.00	ADFA9	(M) (M)

Certain material now appearing on this page previously appeared on 8th Revised Page 7-156.95.

\*\*\*\*\*

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### 28 – Digital Subscriber Line Service (Cont'd)

#### 28.2 BellSouth ADSL Service (Cont'd)

##### 28.2.10 Rates and Charges (Cont'd)

###### (E) End-User Aggregation (Cont'd)

###### (2) Destinations and Sessions for 28.2.1(C)(1) and (8) (C)

	<u>Destinations</u>	<u>Sessions Per Line</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
(a)	1	1	-	\$ .60	ADFSA
(b)	1	2	-	\$3.50	ADFSB
(c)	2	1	-	\$3.50	ADFSC
(d)	2	2	-	\$6.50	ADFSD
(e)	3	1	-	\$6.50	ADFSE
(f)	3	2	-	\$9.50	ADFSF

###### (3) Destinations and Sessions for 28.2.1(C)(2) through (7) (N)

	<u>Destinations</u>	<u>Sessions Per Line</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>	
(a)	1	1	-	\$3.00	ADFSG	(N)
(b)	1	2	-	\$8.00	ADFSH	(N)
(c)	2	1	-	\$13.00	ADFSJ	(N)
(d)	2	2	-	\$18.00	ADFSK	(N)
(e)	3	1	-	\$23.00	ADFSL	(N)
(f)	3	2	-	\$28.00	ADFSM	(N)

###### (F) MVC Arrangements

		<u>Initial Order</u>		<u>Subsequent Order</u>		<u>Monthly</u>	<u>USOC</u>
		<u>Nonrecurring</u>	<u>Charge</u>	<u>Nonrecurring</u>	<u>Charge</u>	<u>Rate</u>	
		<u>First</u>	<u>Additional</u>	<u>First</u>	<u>Additional</u>		
(a) First VC	\$00.00	NA	NA	NA	\$00.00	-	
(b) Second VC	NA	\$10.00	\$10.00	NA	\$15.00	ADFC2	
(c) Third VC	NA	\$10.00	\$10.00	\$10.00	\$12.00	ADFC3	
(d) Fourth VC	NA	\$10.00	\$10.00	\$10.00	\$10.00	ADFC4	

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ACCESS SERVICE

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.

	Downstream		Upstream	
	Minimum	Maximum	Minimum	Maximum
(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)  
(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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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) Service Rearrangements (Cont'd)

All other service rearrangements will be charges for as follows:  
(Cont'd)

- (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.

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 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.

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](mailto: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://DSL.bellsouth.com> or <http://DSL.bst.bellsouth.com>

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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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ACCESS SERVICE

(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)

(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)

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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28 – Digital Subscriber Line Access Services (Cont'd)

28.3 BellSouth Session Based DSL Service (Cont'd)

28.3.8 Rate Regulations (Cont'd)

(4) Termination Liability Charge (Cont'd)

(b) TLC does not apply if: (Cont'd)

3. (Cont'd)

- 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.

- (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.

- (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.

(5) Per Connection Testing Capability

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.

(6) 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.

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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)

(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)

(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

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ACCESS SERVICE

29 – Optical Transport Access Services

29.1 BellSouth Wavelength Service

29.1.1 General Description

- (A) BellSouth Wavelength Service provides high volume optical transport in a point-to-point configuration. BellSouth Wavelength Service provides a customer with a solution that provides a transparent optical transport that supports a minimum and maximum bandwidth per optical signal. BellSouth Wavelength service is capable of transporting digital optical signals at industry standard data speeds such as 100 Mbps, 200 Mbps, 270 Mbps, 1.0625 Gbps, 1.25 Gbps and SONET speeds such as 52 Mbps, 155 Mbps, 622 Mbps and 2.5 Gbps.
- (B) BellSouth Wavelength Service is available in two maximum transmission speeds: 100 Mbps to 1.25 Gbps and 52 Mbps to 2.5 Gbps. The following chart lists the interfaces available and examples of the customer generated digital optical signals that can be transported for each speed:

<u>Bandwidth</u>	<u>Interface to customer (Wavelength in nm)</u>	<u>Type of Fiber</u>	<u>Example Speeds of Customer generated digital signals transported:</u>
100 Mbps to 1.25 Gbps	850 nm	Multimode; 2-fiber interface	100 Mbps, 200 Mbps, 1.0625 Gbps, 1.25 Gbps
52 Mbps to 2.5 Gbps	1310 nm, 1550 nm, Single ITU Grid (up to 1580 nm)	Single Mode; 2-fiber interface	52 Mbps, 100 Mbps, 155 Mbps, 200 Mbps, 270 Mbps, 622 Mbps, 1.0625 Gbps, 1.25 Gbps, 2.5 Gbps

- (C) It is the customer's responsibility to inform BellSouth which type of interface they require.
- (D) Electrical interfaces and multiplexing functions are not available with this service. Transport of a customer-generated SONET optical signal is supported; however, SONET functionality is not supported with this service.
- (E) BellSouth Wavelength Service is furnished where suitable facilities are available as determined by the Telephone Company.

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ACCESS SERVICE

29 – Optical Transport Access Services

29.1 BellSouth Wavelength Service (Cont'd)

29.1.2 Technical Specifications

The technical specifications and customer interfaces for BellSouth Wavelength service are contained in BellSouth Technical Reference #73630.

29.1.3 Ordering Options and Conditions

(A) The Access Order, as set forth in Section 5 preceding, is used in the provisioning of BellSouth Wavelength Service. Also included in that section are other charges which may be associated with ordering BellSouth Wavelength Service (e.g., Service Date Change Charges, Cancellation Charges, etc.).

(B) A Service Inquiry will be necessary to determine availability of service. A Service Inquiry is a request to the Telephone Company to determine if facilities exist to provide the requested service and to determine the service dates on which service can be provided to the customer.

29.1.4. Minimum Period

The minimum service period for BellSouth Wavelength service is four months.

29.1.5 Allowance for Interruptions

Allowance for interruptions to service will be in accordance with the provisions set forth in section 2.4.4 of this Tariff.

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ACCESS SERVICE

29 – Optical Transport Access Services

29.1 BellSouth Wavelength Service (Cont'd) (N)

29.1.6 Regulations (N)

- (A) The regulations, rates and charges specified herein are in addition to other regulations, rates and charges as specified in this tariff. (N)
- (B) BellSouth Wavelength Service is available at month-to-month rates with a four month minimum service period. When a service is discontinued prior to the expiration of the minimum period, all charges are applicable for the remaining portion of the minimum period. Service is also available under a Transport Payment Plan (TPP) as specified in Section 2.4.8(D) preceding. (N)
- (C) BellSouth Wavelength Service is available for use with the BellSouth Transport Savings Plan subject to the regulations provided in Section 2.4.8(E) preceding. (N)
- (D) BellSouth Wavelength Service provides transport of digital optical signals only. Analog optical signals are not supported. It is the customer's responsibility to generate the appropriate digital optical signal. (N)
- (E) BellSouth Wavelength Service will only be provided where both customer locations are within BellSouth territory. (N)

29.1.7 Rate Regulations (N)

Rates and charges are specified in 29.1.9 following for BellSouth Wavelength Service. There are two types of rates and charges – monthly rates and nonrecurring charges. (N)

(A) Monthly Rates (N)

Monthly rates are flat recurring rates that apply each month or fraction thereof that a BellSouth Wavelength service is provided. For billing purposes, each month is considered to have 30 days. (N)

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ACCESS SERVICE

29 – Optical Transport Access Services

29.1 BellSouth Wavelength Service (Cont'd)

29.1.7 Rate Regulations (Cont'd)

(B) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service).  
Nonrecurring charges do not apply when rate elements are ordered under TPP arrangements.

(1) Service Rearrangements

Service rearrangements are changes to existing (installed) services which do not result in either a change in the minimum period requirements as set forth in 5.6.(E) preceding or a change in the physical location of the point of the termination at a customer designated premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts. Changes in the physical location of the point of termination are treated as moves and are described and charged for as set forth in (C) following. A change which results from a transfer of service is described in (2) following.

The charge to the customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves actual physical change to the service.

Administrative changes, as identified below, will be made without charges to the customer. Such changes require the continued provision and billing of the Access Service to the same entity (i.e., customer remains responsible for all outstanding indebtedness for the Access Service). Administrative changes are as follows:

- Change of customer name (i.e., the customer of record does not change but rather the customer of record changes its name – e.g., AT&T-Long Lines to AT&T-Communications),
- Change of customer or customer's end user premises address when the change of address is not a result of a physical relocation of equipment,
- Change in billing data (name, address, or contact name or telephone number. The customer of record does not change),
- Change of customer circuit identification,
- Change of billing account number,
- Change of customer or customer's end user contact name or telephone number, and
- Change of jurisdiction

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ACCESS SERVICE

29 – Optical Transport Access Services

29.1 BellSouth Wavelength Service (Cont'd) (N)

29.1.7 Rate Regulations (Cont'd) (N)

(B) Nonrecurring Charges (Cont'd) (N)

(2) Transfer of Service (N)

When a change in billing data (e.g., name, address, contact name, (N)  
or telephone number) is requested in association with a change in (N)  
the customer of record, transfer of service charges, as set forth (N)  
in 7.5.12 preceding will apply. Charges are applied on a Billing (N)  
Account Number (BAN) and per circuit basis. (N)

(C) Moves (N)

A move involves a change in the physical location of one of the (N)  
following: (N)

- The Point of Termination at the customer's premises (N)
- The customer's premises (N)

The charges for the move are dependent on whether the move is to a new (N)  
location within the same building or to a different building. (N)

(1) Moves Within the Same Building (N)

When a service is moved to a new location within the same building, (N)  
the charge for the move will be an amount equal to one-half of the (N)  
nonrecurring charge for the service termination affected. There (N)  
will be no change in the minimum period requirements. (N)

(2) Moves To a Different Building (N)

Moves to a different building (customer premises) will be treated (N)  
as a discontinuance and start of service and all associated (N)  
nonrecurring charges will apply. Service will not be available (N)  
simultaneously at both the original and new customer locations. (N)  
The customer will remain responsible for satisfying all outstanding (N)  
minimum period charges for the original service locations. (N)

29.1.8 Rate Categories (N)

(A) Wavelength Channel (N)

This rate category provides a point to point optical transport from (N)  
customer location A to customer location B. The Wavelength Channel is (N)  
available in two bandwidths – 100 Mbps to 1.25 Gbps and 52 Mbps to 2.5 (N)  
Gbps. (N)

A nonrecurring charge and monthly rate applies per Wavelength Channel. (N)

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ACCESS SERVICE

29 – Optical Transport Access Services

29.1 BellSouth Wavelength Service (Cont'd) (N)

29.1.9 Rates and Charges (N)

(A) Wavelength Channel (N)

	<u>Nonrecurring Charge</u>	<u>Month To Month</u>	<u>USOC</u>	
(1) 100 Mbps to 1.25 Gbps	\$3,000.00	\$20,000.00	LWAC1	(N)
(2) 52 Mbps to 2.5 Gbps	3,000.00	28,000.00	LWAC2	(N)

(B) Wavelength Channel (N)

	<u>Transport Payment Plan</u>			<u>USOC</u>	
	<u>Plan A</u>	<u>Plan B</u>	<u>Plan C</u>		
	<u>12 to 36</u>	<u>37 to 60</u>	<u>61 to 96</u>		
	<u>Months</u>	<u>Months</u>	<u>Months</u>		
(1) 100 Mbps to 1.25 Gbps	\$15,000.00	\$11,000.00	\$ 9,000.00	LWAC1	(N)
(2) 52 Mbps to 2.5 Gbps	22,000.00	17,000.00	14,000.00	LWAC2	(N)