

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: OCTOBER 15, 2004

TARIFF F.C.C. NO. 1
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 CANCELS 716TH REVISED PAGE 1

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

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28 – Digital Subscriber Line Service (Cont'd)

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

28.1.2 Acceptance Testing

- (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. (T)

28.1.3 Payment Arrangements and Credit Allowances

- (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: (T)
- (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.
- (a) Service outage credit must be requested within thirty days of the service outage occurrence in order to be provided. (T)
- (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.
- (B) BellSouth Enterprise DSL service, Connections, are eligible for treatment under terms of the Service Installation Guarantee as specified in 2.4.9. (T)

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28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.1 General (Cont'd)

(K) (Cont'd)

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.
- (D) Customer requests for Administrative changes, Data Rate Combination (Speed) changes and changes to/from Session Based DSL and for Service Rearrangement changes as discussed in 28.2.8(B), (C) and (D) following must be placed via electronic order. Customers can access the electronic ordering system with an appropriate logon and password at internet URL address <http://adsl.bellsouth.com> or <http://adsl.bst.bellsouth.com>.

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28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.4 Ordering Options and Conditions (Cont'd)

- (E) The NSP must submit their request(s) for Administrative, Service Rearrangement and Data Rate Combination (Speed) Changes utilizing one of the following methods: (C)

(1) Single Service Request Form (SRF) via electronic order (T)

Using this method, an NSP can request rearrangement of one Connection and/or VC from/to a BellSouth ADSL service arrangement provisioned as either an XAATMS/MSATM or EUA arrangement. (T)

(2) Multiple SRF via electronic order (T)

Using this method, an NSP may request rearrangement of 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. (C)

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

Connection and/or VC rearrangement requests will be accepted 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).

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28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.4 Ordering Options and Conditions (Cont'd)

- (F) 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. (T)
- (G) 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. (T)
- (H) 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)(3) and 28.2.10(E)(4). 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. (T)

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ACCESS SERVICE

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), (8) and (9) 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.

This Page has been formatted to conform with convention for this Section.

(T)

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.6 Responsibility of the Telephone Company (Cont'd)

(A) (Cont'd)

(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 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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28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.7 Responsibility of the Customer (Cont'd)

(B) (Cont'd)

(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 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 Connections and VCs specified in 28.2.1(C)(1), (2) and (9) preceding. 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 Connections and VCs specified in 28.2.1(C)(3) through (7) preceding.

The BellSouth ADSL services specified in 28.2.1(C)(8) and (9) are only available as End-User Aggregation. These services 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)(3)(a) and 28.2.10(E)(3)(c) following. The rate specified in 28.2.10(A)(2)(a) must be ordered in conjunction with either 28.2.10(E)(3)(a) or 28.2.10(E)(3)(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 overlaid upon dedicated transport facilities are:

- per 1.536 Mbps facility: 2000
- per 44.210 Mbps facility: 2000
- per 149.760 Mbps facility: 4000
- 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, Multiple Virtual Circuit (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. (T)

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.

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

(B) Administrative Changes (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:

- 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.), and
- Change in billing account name

(C) Data Rate Combination (Speed) Changes and Changes to/from ADSL to/from Session Based DSL (N)

Changes of a customer's existing service to/from BellSouth ADSL Service at one data rate combination to/from BellSouth ADSL Service at a different data rate combination or to/from BellSouth Session Based DSL Service will be made with no nonrecurring charges applying to the customer. In addition, no termination liability charges are applicable to such changes. A new minimum service period and new recurring rates appropriate for the new BellSouth ADSL Service at the new data rate as specified in 28.2.10 or for the new BellSouth Session Based DSL Service as specified in 28.3.9 will apply. (C)

(D) Service Rearrangement Changes (C)

A Service Rearrangement Change is a routing change to an existing (installed) service which does not result in a change in physical location of the point of termination at the customer's designated end-user premises location. (C)

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

(D) Service Rearrangement Changes (Cont'd) (T)

(1) 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. (T) (C)

(2) 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. (T)

(3) 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. (T)

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28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

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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)

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(E) 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.

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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)

(F) Move Charge

(T)

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.

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.

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.

(G) Termination Liability Charge

(T)

A Termination Liability Charge (TLC) is applicable for Connections at data rates specified in 28.2.1(C)(1) through (9), 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.

(1) The TLC for Connection data rates specified in 28.2.1(C)(1), (2), (8) and (9) is:

(T)

Tariff Reference	VC Data Rate	Charge
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
28.2.1(C)(9)	384 Kbps x 3.0 Mbps	\$100.00

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28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

(G) Termination Liability Charge (Cont'd) (N)

- (2) 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. (T)

- (3) 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: (T)

Minimum Downstream Data Rate	Commitment Period	
	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

- (4) 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: (T)

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

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28 – Digital Subscriber Line Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

- 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.

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

(G) Termination Liability Charge (Cont'd) (N)

- (7) 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. (T)

(H) Per Connection Testing Capability (T)

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.

(I) Maintenance of Service (T)

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.

(J) Recurring Rates (T)

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), (8) and (9) 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.
- (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.

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

(J) Recurring Rates (Cont'd)

(N)

(2) (Cont'd)

(N)

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.

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.

ACCESS SERVICE

28 – Digital Subscriber Line Service (Cont'd)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

(K) When A Credit Allowance Applies

(T)

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.

(1) Service outage credit must be requested within thirty days of the service outage occurrence in order to be provided.

(N)
(N)

(2) 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)

(L) Minimum Quantities

(T)

The minimum quantity of BellSouth ADSL service Connections specified in 28.2.1(C)(1), (2), (8) and (9) 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.

(1) For customer-selected Connection data rates specified in 28.2.1(C)(1), (2), (8) and (9), 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 (9) preceding and 28.1.9(A)(1)(a) through (d) preceding 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.

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 (9) preceding and 28.1.9(A)(1)(a) through (d) preceding that are associated with each customer's billing accounts across the region. Each month, a customer account not meeting the minimum

(M)

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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)

(L) Minimum Quantities (Cont'd)

(1) (Cont'd)

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 (9) 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.

(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.

(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.

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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, each Virtual Circuit

	<u>Downstream</u> <u>Data Rate Range</u>	<u>Upstream</u> <u>Data Rate Range</u>	<u>Nonrecurring</u> <u>Charge</u>	<u>Monthly</u> <u>Rate</u>	<u>USOC</u>	
(1)	Up to 1.5 Mbps	x Up to 256 Kbps	\$60.00	\$33.00	ADF11	
(2)	At Least 768 Kbps	x At least 512 Kbps	\$150.00	\$85.00	ADF61	(T)
(3)	At least 256 Kbps This service is only available as End-User Aggregation and must be ordered in conjunction with either 28.2.10(E)(3)(a) or 28.2.10(E)(3)(c).	x Up to 128 Kbps	\$40.00	\$19.40	ADF01	
(4)	Up to 3.0 Mbps This service is only available as End-User Aggregation and must be ordered in conjunction with one of the EUA options detailed in 28.2.10(E)(3).	x Up to 384 Kbps	\$40.00	\$35.40	ADF91	

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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)

(B) High Speed Asymmetric Virtual Circuits, per Virtual Circuit

	Downstream Data Rate Range		Upstream Data Rate Range	Nonre- curring Charge	Monthly Rate	13-24 Month Rate	25+ Month Rate	USOC	
(1)	1.5 to 1.8 Mbps	x	512 to 768 Kbps	\$150.00	\$115.00	\$95.00	\$80.00	ADF31	(T)
(2)	2.0 to 4.0 Mbps	x	640 to 896 Kbps	\$150.00	\$250.00	\$225.00	\$200.00	ADF41	
(3)	4.0 to 6.0 Mbps	x	640 to 896 Kbps	\$150.00	\$325.00	\$290.00	\$260.00	ADF51	

(C) Symmetric Virtual Circuits, per Virtual Circuit

	Downstream Data Rate At Least		Upstream Data Rate At Least	Nonre- curring Charge	Monthly Rate	13-24 Month Rate	25+ Month Rate	USOC	
(1)	192 Kbps	x	192 Kbps	\$100.00	\$60.00	\$50.00	\$40.00	ADF71	
(2)	384 Kbps (UBR)	x	384 Kbps (UBR)	\$150.00	\$80.00	\$70.00	\$60.00	ADF21	
(3)	384 Kbps (CBR)	x	384 Kbps (CBR)	\$150.00	\$95.00	\$80.00	\$70.00	ADF22	

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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)

(D) Miscellaneous Charges

(1) Service Rearrangement Charge, Per VC

	Nonrecurring <u>Charge</u>	<u>USOC</u>	
(a) Each VC redirected to a different XAATMS Port or change in domain group name	\$0.00	ADR	(R)
(b) Per changed number of VC Destinations or Sessions capability, or rearranging or redirecting a VC associated with a MVC arrangement	\$0.00	ADRPC	(R)
(c) VC Configuration Rearrangement			
- Per VC, single SRF	\$0.00	AD RCC	(R)
- Per VC, multiple SRF	\$0.00	AD RCC	(R) (C) (D)

(E) End-User Aggregation

(1) Arrangement Capacities – Dedicated Connection to an EUA Switch

	<u>Transport Capacity</u>	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>	<u>USOC</u>
(a)	Per 1.536 Mbps	\$600.00	\$ 250.00	ADFA1
(b)	Per 44.210 Mbps	\$600.00	\$1,000.00	ADFA4
(c)	Per 149.760 Mbps	\$600.00	\$1,800.00	ADFA5
(d)	Per 599.040 Mbps	\$600.00	\$4,500.00	ADFA9

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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)

- (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.

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.

28.3.2 Technical Specifications Package

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

28.3.3 Acceptance Testing

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

28.3.4 Ordering Options and Conditions

- (A) The Access Order, as set forth in Section 5 of this Tariff, is used in the provisioning of BellSouth 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.
- (D) Customer requests for Administrative changes, Data Rate Combination (Speed) changes and changes to/from Session Based DSL and for Service Rearrangement changes as discussed in 28.3.8(B), (C) and (D) following must be placed via electronic order. Customers can access the electronic ordering system with an appropriate logon and password at internet URL address <http://adsl.bellsouth.com> or <http://adsl.bst.bellsouth.com>.

(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)

28.3.4 Ordering Options and Conditions (Cont'd)

- (E) The NSP must submit their request(s) for Administrative Changes, Service (C)
Rearrangement Changes and for Changes to/from ADSL to/from Session Based (C)
DSL utilizing one of the following methods: (C)

- (1) Single Service Request Form (SRF) via electronic order (T)

Using this method, an NSP may request rearrangement of Connections (T)
and/or VCs from/to a BellSouth Session Based DSL service arrangement
provisioned as either an XAATMS/MSATM or EUA arrangement.

- (2) Multiple SRF via electronic order (T)

Using this method, an NSP may request rearrangement of Connections (C)
and/or VCs from/to a BellSouth Session Based DSL service arrangement (C)
provisioned as either an XAATMS/MSATM or EUA arrangement. One SRF (C)
is required for each VC rearranged. (C)

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

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

(D)
(D)
(D)
(D)

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

28.3 BellSouth Session Based DSL Service (Cont'd)

28.3.4 Ordering Options and Conditions (Cont'd)

- (F) 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. (T)
- (G) 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. (T)
- (H) 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. (T)

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

28.3 BellSouth Session Based DSL Service (Cont'd)

28.3.5 Minimum Service Periods

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.

28.3.6 Responsibility of the Telephone Company

- (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.
- (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:
- (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.
- (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).
- (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.

This Page has been formatted to conform with convention for this Section.

(T)

ACCESS SERVICE

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

28.3 BellSouth Session Based DSL Service (Cont'd)

28.3.7 Responsibility of the Customer

- (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.
- (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.
 - (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 such equipment or facilities compatible with BellSouth Session Based DSL service.
 - (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.

28.3.8 Rate Regulations

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.

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

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)(3)(a). The rate specified in 28.3.9(A)(1)(a) must be ordered in conjunction with 28.2.10(E)(3)(a) to obtain the BellSouth Session Based DSL service specified in 28.3.1(D)(1).

This Page has been formatted to conform with convention for this Section. (T)

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)

(A) Nonrecurring Charges

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. (T)
(T)
(T)
(T)

(B) Administrative Changes (C)

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.), and
- Change in billing account name

(C) Data Rate Combination (Speed) Changes and Changes to/from ADSL to/from Session Based DSL (N)
(N)

Changes of a customer's existing service to/from BellSouth ADSL Service at one data rate combination to/from BellSouth ADSL Service at a different data rate combination or to/from BellSouth Session Based DSL Service will be made with no nonrecurring charges applying to the customer. In addition, no termination liability charges are applicable to such changes. A new minimum service period and new recurring rates appropriate for the new BellSouth ADSL Service at the new data rate as specified in 28.2.10 or for the new BellSouth Session Based DSL Service as specified in 28.3.9 will apply. (C)
(C)
(C)
(C)
(C)
(N)
(N)
(N)
(N)

(D) Service Rearrangement Changes (N)

A Service Rearrangement Change is a routing change to an existing (installed) service which does not result in a change in physical location of the point of termination at the customer's designated end-user premises location. (C)
(C)
(C)
(C)

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)

(D) Service Rearrangement Changes (Cont'd) (T)

(D)

(1) The Service Rearrangement Charge specified in 28.2.10(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. (T)

(2) The Service Rearrangement Charges specified in 28.2.10(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. (T)

(M)

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ISSUED: OCTOBER 15, 2004

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 28-52.1
CANCELS ORIGINAL PAGE 28-52.1
EFFECTIVE: OCTOBER 30, 2004

ACCESS SERVICE

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

28.3 BellSouth Session Based DSL Service (Cont'd)

(D)

(D)

(D)

(D)

(D)

(M)

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ACCESS SERVICE

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

28.3 BellSouth Session Based DSL Service (Cont'd)

(D)

(D)

(D)

(D)

(D)

(M)

(D)

(D)

(D)

(D)

(D)

(D)

(D)

(M)

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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)

(D)

(D)

(D)

(M)

(E) Transfer of Responsibility

(T)

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.

(F) Move Charge

(T)

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.

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.

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.

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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)

(G) Termination Liability Charge (T)

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.

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

<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

(2) TLC does not apply if: (T)

(a) A customer cannot synchronize its terminal equipment with BellSouth Session Based DSL service equipment; (T)

(b) 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. (T)

(c) 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 different data rate combination. However, a new minimum service period and new recurring rates appropriate for the new data rate as specified in 28.3.9 following will apply. (C)
(C)
(C)
(C)
(C)
(C)
(C)
(C)

(D)
(D)
(D)
(D)
(D)
(D)
(D)
(D)

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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)

(G) Termination Liability Charge (Cont'd) (T)

(2) TLC does not apply if: (Cont'd) (T)

(D)

(D)

(D)

(D)

(D)

(D)

(D)

(D)

(D)

(D)

(D)

(D)

(3) 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. (T)

(4) 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. (T)

(H) Per Connection Testing Capability (T)

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.

(I) Maintenance of Service (T)

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.

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)

(J) Recurring Rates

(T)

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 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.
- (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.

(K) When A Credit Allowance Applies

(T)

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.

- (1) Service outage credit must be requested within thirty days of the service outage occurrence in order to be provided.
- (2) 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.

(L) Minimum Quantities

(T)

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).

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)

(L) Minimum Quantities (Cont'd)

(N)

- (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 28.2.10(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 28.2.10(D)(1)(b).

28.3.9 Rates and Charges

(A) Asymmetric Virtual Circuits, per Virtual Circuit

(1) Per Session for each NSP

	<u>Downstream</u> <u>Data Rate Range</u>	<u>Upstream</u> <u>Data Rate Range</u>	<u>Nonrecurring</u> <u>Charge</u>	<u>Monthly</u> <u>Rate</u>	<u>USOC</u>
(a)	Up to 1.5 Mbps This service is only available as End-User Aggregation and must be ordered in conjunction with the EUA option detailed in 28.2.10(E)(3)(a).	x Up to 256 Kbps	\$40.00	\$25.40 (T)	ADFQ1

(T)