

BELLSOUTH TELECOMMUNICATIONS, INC.  
 BY: Operations Manager - Pricing  
 29G57, 675 W. Peachtree St., N.E.  
 Atlanta, Georgia 30375  
 ISSUED: FEBRUARY 7, 2005

TARIFF F.C.C. NO. 1  
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 CANCELS 737TH REVISED PAGE 1

EFFECTIVE: FEBRUARY 22, 2005

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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)

28.2 BellSouth ADSL Service (Cont'd)

28.2.8 Rate Regulations (Cont'd)

(B) Administrative Changes

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

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. The service effective date associated with the customer's existing service will apply to service provided at the new speed selected and the minimum service period will remain the same. 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.

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(D) Service Rearrangement Changes

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.

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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)

(5) Termination Liability Charge (TLC) does not apply if:

- (a) A customer cannot synchronize its terminal equipment with BellSouth ADSL service equipment;
- (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.
- (c) 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 different data rate combination. In addition, the service effective date associated with the customer's existing service will apply to service provided at the new speed selected and the minimum service period will remain the same. However, new recurring rates appropriate for the new data rate as specified in 28.2.10 following will apply. (C)  
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(d) A customer moves between 28.2.1(C)(6)(a) and 28.2.1(C)(6)(b).

- (6) 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.

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.

(B) Administrative Changes

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

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. The service effective date associated with the customer's existing service will apply to service provided at the new speed selected and the minimum service period will remain the same. New recurring rates appropriate for the new BellSouth ADSL Service at the new data rate combination as specified in 28.2.10 or for the new BellSouth Session Based DSL Service as specified in 28.3.9 will apply.

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(C)

(D) Service Rearrangement Changes

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.

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

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):

| <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:

- (a) A customer cannot synchronize its terminal equipment with BellSouth Session Based DSL service equipment;
- (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.
- (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. In addition, the service effective date for the customer's existing service will apply to service provided at the new speed selected and the minimum service period will remain the same. However, new recurring rates appropriate for the new data rate as specified in 28.3.9 following will apply.

- (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.

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(M)

Certain material now appearing on this page previously appeared on 2nd Revised Page 28-56.

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BY: Operations Manager - Pricing  
29G57, 675 W. Peachtree St., N.E.  
Atlanta, Georgia 30375  
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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)

(M)

(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.

###### (H) 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.

###### (I) 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.

Certain material previously appearing on this page now appears on 2nd Revised Page 28-55.