

ISSUED: JUNE 16, 2011

EFFECTIVE: JULY 1, 2011

ACCESS SERVICE

12 - Specialized Service or Arrangements

12.1 General

Specialized Service or Arrangements may be provided by the Telephone Company, at the request of a customer, on an individual case basis if such service or arrangements meet the following criteria:

- (A) The requested service or arrangements are not offered under other sections of this tariff.
- (B) The facilities utilized to provide the requested service or arrangements are of a type normally used by the Telephone Company in furnishing its other services.
- (C) The requested service or arrangements are provided within a LATA.
- (D) The requested service or arrangements are compatible with other Telephone Company services, facilities, and its engineering and maintenance practices.
- (E) This offering is subject to the availability of the necessary Telephone Company personnel and capital resources.

12.2 Application of Move Charges

- (A) When service without a maximum termination liability charge associated with it is moved to a different building, the nonrecurring charge applies; when moved to a new location in the same building, a charge of one-half the nonrecurring charge applies.
- (B) When service with a maximum termination liability charge associated with it is moved and is reinstalled at a new location, the customer may elect:
 - to pay the unexpired portion of the maximum termination liability charge for the service, if any, with the application of a nonrecurring charge and the establishment of a new maximum termination liability charge for such service at the new location, or
 - to continue service subject to the unexpired portion of the maximum termination liability charge, if any, and pay the estimated costs of moving such service, provided that the customer requests these charges be quoted prior to ordering the service move. Charges for moving such service will be based on estimated costs attributable to the move.

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12 - Specialized Service or Arrangements (Cont'd)

12.2 Application of Move Charges (Cont'd)

Move charges include the estimated costs of removal, restoration of services or facilities necessitated by the move, transportation, storage, reinstallation, engineering, labor, supervision, materials, administration, and any other specific items of cost directly attributable to the move.

12.3 Rates and Charges

Rates and charges, and additional regulations if applicable, for Specialized Service or Arrangements provided on an individual case basis are filed following:

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

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12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No. 87-SB0729

Customer Name: U.S. Sprint

Location: Florida
 Georgia
 North Carolina
 South Carolina

Description: Provides programmatical conversion of all CIC codes from CIC #777 of GTE Sprint to CIC #333 of U.S. Sprint and interim rerouting of multiple CICs to one Feature Group D trunk per contract, dated April 9, 1987.

PROGRAMMATICAL CONVERSION

<u>STATE</u>	<u>Price per run*</u>	Plus	<u>Price per line</u>
Florida	\$430.20		\$.63
Georgia	\$425.58		\$.61
North Carolina	\$426.87		\$.61
South Carolina	\$433.46		\$.61

MECHANIZED LINE-BY-LINE SUBMISSION

<u>STATE</u>	<u>Price Per Line</u>
Florida	\$1.11
Georgia	\$1.09
North Carolina	\$1.08
South Carolina	\$1.12

* The per run charge will normally apply at the tandem level; however, the number of runs required to complete the process may vary either as the result of the IC's merger plans or due to EC technical limitations.

If reroutes are performed U.S. Sprint agrees to pay:

	<u>Per Transmission Path</u>
Florida	\$76.68
Georgia	\$84.01
North Carolina	\$78.37
South Carolina	\$84.30

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12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Customer: AT&T/SONITROL

Location: Mobile, Alabama

Description: Multiple Dialable Rotary and Circular Hunting on 800 numbers

<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
\$125.00	\$1.50	1ZZV7

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12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA,
SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No.: NC88-7040-1
Customer: SouthernNet

Location: Charlotte, North Carolina

Description: Provide screening on 409 BellSouth SWA FGA Circuits by translating to terminals versus distinct numbers in the Charlotte, N.C. Tandem Central Office and service establishment charge.

<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
\$1,061.00	\$ -	1ZZV2

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12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No.: SF86-7141 (FLORIDA)

Customer: TELTEC

Location: Miami, Florida

Description: Provides a BellSouth SWA arrangement with equal access signaling and digit parity capability for originating calls. The received level for terminating calls is -3dBm. Transmission performance limits, as described for Type B transmission for BellSouth SWA FGD in Technical Reference TR-NWT-000334, will apply except that the receive level is raised by 3 dB and the balance limits for Singing Return Loss (SRL), both low and high, and Echo Return Loss (ERL) will be reduced by 3 dB. This arrangement is only provided on direct route circuits to 1ESS or 1AESS switching machines.

	Nonrecurring Charge	Monthly Rate	USOC
Per trunk group	\$ 62.00	-	1ZZJA
Per circuit within each trunk group	\$ 12.00	-	1ZZJB

Case No.: SE86-5094 (FLORIDA)

Customer: AT&T Communications

Location: 200 W. Cypress Creek Rd., Ft. Lauderdale, Florida

Description: Provides a manually controlled break in the rotary hunting arrangement over seven Inwats lines which belong to AT&T's customer, National Inquirer. Rates and charges from the Private Line Service Tariff for a Type 1109 control channel are applicable. Also, the customer must provide a key on his premises with which to activate or deactivate this feature.

	Nonrecurring Charge	Monthly Rate	USOC
Break in Rotary Feature for all Seven InWATS Lines	-	\$12.00	1ZZHX
Feature Establishment Charge	\$30.00	-	NA
Future Change in The Point of Break in the Rotary Number Group	\$30.00	-	NA

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12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No.: GA86-1012-1 (GEORGIA)

Customer: Turner Broadcasting Location: 1050 Techwood Drive,
Atlanta, Georgia

Description: Provide two fiber cable routes for CATV service from One Omni International to 1050 Techwood Drive, Atlanta, Georgia. Route 1 is routed directly from 1050 Techwood Drive to One Omni International. Route 1 consists of Analog Head End Equipment four single mode fibers and 25 CATV Channels. Route 2 is routed through two Central Offices from 1050 Techwood Drive to One Omni International. Route 2 consists of 3 single mode fibers and 15 CATV Channels. (2.2 Interoffice miles)

	Nonrecurring Charge	Monthly Rate	USOC
Interoffice Channel	\$82,210.00	\$29,950.00*	1ZZA9

*10-year rate stability and a 10-year minimum service period. This case will terminate at the earlier of (1) the end of the ten year service period, or (2) conversion at the customer's request to the Commercial Quality Video Service general tariff offering prior to the end of the ten year term, and in neither of these events will termination charges apply.

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12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No.: GA86-7221-02 (GEORGIA)

Customer: AT&T

Location: 401 W. Peachtree Street
Atlanta, Ga.

Description: Multi-dialable 800 Service - Per each 800 circuit There can be no band advance on any 800 number in the group. The InWats Multiline Hunt Group cannot be any other hunting type than regular hunt. (No UCD, preferential, etc.) There cannot be special billing numbers on any of the terminals of the InWats Multiline Hunt Group.

Nonrecurring Charge	Monthly Rate	USOC
<u>\$92.80</u>	<u>\$1.50</u>	<u>1ZZA8</u>

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12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No.: 86-504HQ (TENNESSEE)

Customer: AT&T

Location: Nashville, Tennessee

Description: DID numbers and trunk terminations and Remote Call Forwarding (RCF).

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
DID trunk termination per termination	\$195.00	\$40.00	1ZZCT
DID number (groups of 20) per group or fraction thereof	\$480.00	\$ 3.40	1ZZCU
Remote Call Forwarding per arrangement	\$ 95.00	\$16.00	1ZZCV

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12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No.: SE86-7148 (FLORIDA)
Customer: AT&T

Location: Ft. Lauderdale, FL

Description: Multi-dialable 800 Service - per each 800 circuit. There can be no band advance on any 800 number in the group. The InWATS Multiline Hunt Group cannot be any other hunting type than regular hunt. (No UCD, preferential, etc.) There cannot be special billing numbers on any of the terminals of the InWATS Multiline Hunt Group.

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
Multi-dialable 800 Service per each 800 circuit.	\$57.00	\$1.50	1ZZVC

Case No.: NC86-7149 (NORTH CAROLINA)
Customer: AT&T

Location: Greensboro, NC

Description: Multi-dialable 800 Service - per each 800 circuit. There can be no band advance on any 800 number in the group. The InWATS Multiline Hunt Group cannot be any other hunting type than regular hunt. (No UCD, preferential, etc.) There cannot be special billing numbers on any of the terminals of the InWATS Multiline Hunt Group.

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
Multi-dialable 800 Service per each 800 circuit.	\$75.25	\$1.50	1ZZVD

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12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No.: PON 8623200347 (LOUISIANA)

Customer: LDX-Mercury Location: New Orleans, LA

Description: 5-2 way DID Trunk Circuits between New Orleans Main C.O.
and the LDX-Mercury POP's in New Orleans.

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
5-2 way DID Trunk Circuit	\$815.00	\$390.00	1ZZHZ

Case No: NC86-7467

Customer: Business Telecom Inc.

Location: 118 W. Hargett, Raleigh, N.C.

Description: This Special Arrangement provides for the use of non-standard plug-in units modified to function with the Customers Digital Switch. It is restricted to originating only service. These circuits are between Morgan Street Central Office, Raleigh, N.C. and Business Telecom Inc's Digital Switch 118 Hargett, Raleigh, N.C.

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
Customize circuit design, per circuit	\$11.50	\$ 9.00	1ZZVE

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12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No.: SF87-0055 (Florida)

Customer: Eastern Airlines

Location: Miami, Florida

Description: Special Interconnect arrangement with programmable connections to terminate specialized network interfaces for ten ESSX channels (Voice Grade) (a.k.a. BellSouth SPA DSO VG) with two Voice Grade (a.k.a. BellSouth SPA DSO VG) interstate circuits from Atlanta to Texas. One additional special interconnection arrangement with programmable connections to terminate specialized network interfaces for five ESSX channels (Voice Grade) (a.k.a. BellSouth SPA DSO VG) with one Voice Grade (a.k.a. BellSouth SPA DSO VG) interstate circuit from Atlanta to Texas,* which must be ordered within six months of the service date for the original interconnect arrangement.

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
Interconnect Arrangement (For two interstate Voice Grade (a.k.a. BellSouth SPA DSO VG) circuits)	\$23,290.00	\$3,484.00*	1ZZLJ
One additional interconnect arrangement, each (For one interstate Voice Grade (a.k.a. BellSouth SPA DSO VG) circuit)	\$ 6,900.00	\$1,209.00*	1ZZLK

*Rates are stabilized for three (3) years and a minimum service period of three (3) years is required.

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12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No.: KY87-1

Customer: AT&T

Location: Paducah, Kentucky

Description: Special Interface arrangement to allow interconnection of Long Distance Measurement (LDM) with ATTC Megacom Service.

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
Special Interface Arrangement	\$730.00	\$845.00	1ZZKD

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12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No.: SC87-7095-1

Customer: SouthernNet

Location: Greenville, South Carolina

Description: Multi-dialable 800 service per each 800 circuit. There can be no band advance on any 800 number in the group. The InWats Multiline Hunt Group cannot be any other hunting type than regular hunt. No UCD, Preferential, etc.) There cannot be special billing numbers on any of the terminal of the InWATS Multiline Hunt Group.

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
Multi-dialable 800 Service, per each 800 circuit	\$80.30	\$1.50	1ZZVL

Case No.: 85-026N

Customer: Petro-Comm

Location: New Orleans, LA

Description: Specialized trunk arrangement for use with Petro-Comm's Cellular Radio System in New Orleans, Louisiana.

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
Per Trunk	\$23.36	\$36.14	1ZZVT

ISSUED: SEPTEMBER 13, 2011

EFFECTIVE: SEPTEMBER 28, 2011

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12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No.: NF87-7119-1
 Customer: Southland Fibernet Location: Pensacola, Florida

Description: One Data circuit at 1.544 Mbps from the BellSouth Telecommunications Central Office to the Southland Fibernet Systems POP at Nine Mile Road in Pensacola, Florida. The circuit will be looped time by the customer; the customer has waived the credit allowance for interruptions. The circuit will be limited in performance parameters and circuit options. (T)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
One Local Channel	\$920.67	\$378.45	1ZZVN
Interoffice Channel (Fixed)	92.67	69.97	1ZZV0
Interoffice Channel (Seven Miles)	-	197.69	1ZZVP
Multiplexing (DS1/DS0), - Per Arrangement	5.91*	628.16	1ZZVQ

* Multiplexing nonrecurring charge if ordered on the same ASR as DS1, however, if ordered separately or as an addition to an existing DS1 the nonrecurring charge will be \$423.60.

Case No.: NF87-7120-1
 Customer: Southland Fibernet Location: Pensacola, Florida

Description: One Data Circuit at 56 Kbps from the BellSouth Telecommunications Central Office in Pensacola, Florida, to Data Concepts, 115 E. Zaragoza Street, Pensacola, Florida. The circuit will be looped time by the customer; the customer has waived the credit allowance for interruptions. The circuit will be limited in performance parameters and circuit options. (T)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
One Local Channel	\$336.08	\$113.82	1ZZVM
Service Establishment Charge	628.00	-	-

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12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No.: SF88-2559
Customer: DECCO (U.S.
Key West, Florida

Location: Naval Air Station Government)

Description: Provides an automatic fail safe special transfer arrangement for several private line circuits between the Homestead, Florida Central Office and the Key West, Florida Central Office to a Diverse Circuit Facility not using the normal circuit route, per circuit (maximum of 21 circuits).

<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
\$ 500.00	\$ 145.00	1ZZWC

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12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No. 88-SCB0609

Customer Name: SouthernNet

Location:

Alabama

Louisiana

Mississippi

Description: Provides programmatical conversion of all CIC codes from CIC #321 of SouthernNet to CIC #852 of SouthernNet and interim rerouting of multiple CICs to one BellSouth SWA FGD trunk per contract, dated June 7, 1988.

PROGRAMMATICAL CONVERSION

<u>STATE</u>	<u>Price per run*</u>	Plus	<u>Price per line</u>
Alabama	\$178.00		\$.68
Louisiana	175.00		.67
Mississippi	178.00		.67

MECHANIZED LINE-BY-LINE SUBMISSION

<u>STATE</u>	<u>Price Per Line</u>
Alabama	\$.66
Louisiana	\$.64
Mississippi	\$.65

* The per run charge will normally apply at the tandem level; however, the number of runs required to complete the process may vary either as the result of the IC's merger plans or due to EC technical limitations.

If reroutes are performed SouthernNet agrees to pay:

	<u>Per Line or Trunk</u>
Alabama	\$96.05
Louisiana	\$96.05
Mississippi	\$96.05

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12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No. 87-539N

Customer Name: Petroleum
Communications Inc.

Location: Louisiana

Description: Specialized Trunk arrangement per Trunk for Petroleum
Communications, Inc., Cellular radio system.

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
Specialized Trunk arrangements Per Trunk	\$17.50	\$26.05	1ZZV3

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12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No.: 88-501CM
 Customer: Protel Com, Inc.
 Location: Birmingham, AL

Description: Tellabs 6123 Unit to terminate DS1 Service (per circuit).

<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
-	\$10.00	1ZZVS

Case No.: SF88-7083
 Customer: AT&T
 Location: Coral Gables, FL

Description: Redesign and reterminate three (3) circuits in separate cabinets (banks) in the Alhambra central office.

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
Redesign and terminate circuits in Alhambra Central Office, per circuit	\$77.43	-	1ZZWH

Case No.: 88-011CM
 Customer: AT&T
 Location: Tupelo, MS

Description: Multiple Dialable Rotary and Circular Hunting on 800 Numbers.

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
Per Occasion	\$126.00	-	1ZZWJ
Per 800 Number	-	\$1.50	

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12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No.: S.A. 89-001CM
 Customer: AT&T
 Location: Franklin, TN

Description: Multiple Dialable Rotary and Circular Hunting on 800 Numbers.

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
Per Occasion	\$120.00	-	1ZZWK
Per 800 Number	-	\$1.50	

Case No.: S.A. 88-008CM
 Customer: AT&T
 Location: Knoxville, TN

Description: Cross Connect between Voice Grade (a.k.a. BellSouth SPA DSO VG) Tie Lines.

	<u>Nonrecurring Charge</u>	<u>60 Months Monthly Rate</u>	<u>USOC</u>
Per Occasion	\$592.00	-	1ZZWL
Per Circuit	-	\$ 2.23	

Case No.: 88-009CM
 Customer: AT&T
 Location: Memphis, TN

Description: *Multiplexing in the Memphis, TN - Main Central Office (from DS3 to DS1C)

**Multiplexing in the Memphis - Southland Central Office (from DS1C to DS3)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
*	\$373.00	\$365.00	1ZZWO
**	\$373.00	\$365.00	1ZZWP

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12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No.: 88-010
 Customer: AT&T
 Location: Memphis, TN

Description: *Multiplexing in the Memphis - Eastland Central Office
 (from DS3 to DS1C)

**Multiplexing in the Memphis - Oakville Central Office
 (from DS1C to DS3)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
*	\$373.00	\$365.00	1ZZWM
**	\$373.00	\$365.00	1ZZWN

Case No.: GA 89-1968-1

Customer: Turner Broadcasting - CNN
 Location: Atlanta, GA

Description: Facilities and equipment for ten video channels, each with two audio channels per video channel.

	<u>Nonrecurring Charge</u>	<u>120 Months* Monthly Rate</u>	<u>USOC</u>
	\$18,150.00	\$3,280.00	1ZZWQ

*If service is terminated prior to the end of 10 years, a charge of \$3,280 will apply for each month between time of disconnection and the end of the 120 month period. However, once a Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video) service general tariff offering is made available by the Telephone Company, this case will terminate at the earlier of (1) the end of the ten year service period, or (2) conversion at the customer's request to the Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video) service general tariff offering prior to the end of the ten year term, and in neither of these events will termination charges apply. The customer may transfer its traffic carried over this arrangement to the Video Ring (a.k.a. BellSouth SPA Video Ring) service as specified in Section 12.5 following, Case No. GA94-1651-04, and in such event no termination charges will apply.

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12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No.: NC89-7048-00

Customer: SouthernNet

Location: Greenville, North Carolina

Description: Circular hunting on two groups of three lines each, for a total six 800 lines, per 800 line in each hunt group.

	<u>Nonrecurring Charge</u>	<u>Monthly* Rate</u>	<u>USOC</u>
Each	\$40.15	\$2.50	1ZZWR

*Rates are month-to-month with a minimum service period of twelve months.

Case No.: 90-004IR

Customer: Offshore Telephone Company

Location: 1303 Victor II Boulevard, Morgan City, Louisiana

Description: Special line side arrangement with trunk side treatment from the Lafayette Main Central Office to the customer's premise.

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>Monthly Rate Per Trunk</u>	<u>USOC</u>
3 Trunks	\$1,080.00	\$1,035.00	\$345.00	1ZZWY

ISSUED: JUNE 16, 2011

EFFECTIVE: JULY 1, 2011

ACCESS SERVICE

12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No.: NF89-1266-8
 Customer Name: American Express
 Location: 10400 Deerwood Park, Jacksonville, Florida

Description	Nonrecurring Charge	60 Months Monthly Rate	USOC
(1) Multi-nodal self healing drop and insert high capacity digital network, equipped for one digital port from 10400 Deerwood Park to AT&T Clay Street POP.	\$128,664.00	\$18,836.00	1ZZWS
(2) Equipment requirements for incrementally adding one digital port to the initial network up to maximum of twelve digital ports.	5,000.00	200.00	1ZZWT
(3) Additional node on self healing high capacity digital network equipped for one digital port for MCI at 550 Water Street.	30,000.00	5,000.00	1ZZWU
(4) Additional node on self healing high capacity digital network equipped for one digital port at 550 Water Street for U.S. Sprint.	30,000.00	5,000.00	1ZZWV

Notes:

1.Rates are stablized for five years with a 60-month minimum service period. If service is disconnected prior to the minimum service period, the customer will be responsible for all termination charges. The termination charges will be the current monthly rate times the number of months between the time of disconnect and the end of the 60-month period.

2.Billing for additional node(s) will begin at the time of activation.

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EFFECTIVE: JULY 1, 2011

ACCESS SERVICE

12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No.: GA90-2430
Customer Name: Turner Broadcasting
Location: 190 Marietta Street, Atlanta, Georgia

<u>Description</u>	<u>Nonrecurring Charge</u>	<u>120 Months* Monthly Rate</u>	<u>USOC</u>
Facilities and equipment for twenty non Broadcast quality video channels, each with two audio channels each	\$55,920.00	\$4,134.00	1ZZW5

Rates are stabilized for ten years with a ten year minimum service period.

* If service is disconnected prior to contract expiration and before this service becomes a general tariffed service offering, the customer will be responsible for all termination charges. The termination charges will be the number of months between the time of disconnection and the end of the ten year period.

Should this service become the subject of a general tariff service offering, the customer shall be required to either terminate the service or convert the service to the general tariff offering at the averaged rates provided thereunder. No termination charges will apply in either instance.

ISSUED: JUNE 16, 2011

EFFECTIVE: JULY 1, 2011

ACCESS SERVICE

12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No.: SF91-7161-1

Customer: MCI

Location: 8429 N.W. 36th Street/9010 S.W. 137th Avenue, Miami, Florida

Description

Battery backup for DS1 access
service for two MCI locations

	<u>Nonrecurring Charge</u>	<u>Recurring* Charge</u>	<u>USOC</u>
Battery backup	\$3,442.80	\$156.40	1ZZXE
Service Establishment	\$ 59.00	-	-

Rates are stabilized for one year with a one year minimum service period.

If service is disconnected prior to contract expiration and before this service becomes a general tariffed service offering, the customer will be responsible for all termination charges. The termination charges will be the number of months between the time of disconnection and the end of the one year period.

Should this service become the subject of a general tariff service offering, the customer shall be required to either terminate the service or convert the service to the general tariff offering at the averaged rates provided thereunder.

ISSUED: JUNE 16, 2011

EFFECTIVE: JULY 1, 2011

ACCESS SERVICE

12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No: NC94-2371-00
 Customer: Wachovia Operational Services
 Location: 809 W. 4 1/2 Street, Winston-Salem, N.C.

Description

Primary Reference Source (PRS) traceable timing service using Synchronous Clock Insertion Unit (SCIU) for SMARTring Service (a.k.a. BellSouth SPA Dedicated Ring) DS1 Channels

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Rate</u>	<u>USOC</u>
Service Establishment	\$ 1,345.00	N/A	-
SCIU Shelf and Common Equipment (Maximum Capacity of twelve cards per shelf) each	\$ 2,080.00	\$ 120.00	1ZZCE
SCIU Card (one card required for each DS1 Channel for which synchronized clocking is desired)	\$ 340.00	\$ 40.00	1ZZHC
Labor required to wire and/or Cross-Connect DS1 Channel per DS1 Channel	\$ 25.00	\$.00	1ZZCC

Rates and charges are stabilized for all shelves and cards installed within 36 months of December 19, 1994. A minimum service period of 36 months is required for each shelf, beginning at the time it is installed. Cards may be activated subsequent to the associated shelf but are coterminous with that shelf.

If any shelf is disconnected prior to the end of its 36 month minimum service period and before this service becomes a general tariff offering, the customer will be responsible for all termination charges. The termination charges will be the monthly recurring rate times the number of months between the time of disconnection of the shelf and the end of its three year minimum service period.

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EFFECTIVE: JULY 1, 2011

ACCESS SERVICE

12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH
CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No: NC94-2371-00 (Cont'd)

Should this service become the subject of a general tariff service offering, the customer shall be required to either terminate the service or convert service to the general tariff offering at the averaged rates provided thereunder, and in such event, no termination charges will apply.

ISSUED: JUNE 16, 2011

EFFECTIVE: JULY 1, 2011

ACCESS SERVICE

12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA
AND TENNESSEE (Cont'd)

Case No.: GA91-1891-2
Customer Name: Turner Broadcasting
Location: 190 Marietta Street, Atlanta, Georgia

<u>Description</u>	<u>Nonrecurring Charge</u>	<u>120 Months* Monthly Rate</u>	<u>USOC</u>
Per groups of 10 Video channels to provide 2 additional Audio channels on each Video channel	\$11,525.00	\$610.00	1ZZXF

Upgrade the service on GA90-2430 by providing two additional (a total of four Audio channels per Video channel, in groups of ten Video channels for up to a total of 20 Video channels.

Rates are stabilized for ten years with a ten year minimum service period.

*If service is disconnected prior to contract expiration and before this service becomes a general tariffed service offering, the customer will be responsible for all termination charges. The termination charges will be the number of months between the time of disconnection and the end of the ten year period.

Should this service become the subject of a general tariff service offering, the customer shall be required to either terminate the service or convert the service to the general tariff offering at the averaged rates provided thereunder. No termination charges will apply in either instance.

ISSUED: JUNE 16, 2011

EFFECTIVE: JULY 1, 2011

ACCESS SERVICE

12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA
AND TENNESSEE (Cont'd)

Case No.: GA92-7030-1
Customer Name: AT&T
Location: Holmdel, New Jersey

Description

A special arrangement to provide Call Record Data involving AT&T PIC codes of 288, 732, and 387. Data includes end office CLLI, Dialed Number, Time Call was placed, Originating Station Type, Call Disposition, Equipment Blockage and Failure Type, and the Time from the end of the Dial to the first Network Tone to handoff.

	<u>Nonrecurring Charge</u>
Service Establishment Charges	\$ 48.00
Set-Up Charge, Per request	\$110.00
Per Tape Charge: Each tape can provide a maximum of up to 140,000 call records	\$31.00
Usage Charge Per call record	\$00.00068

ISSUED: SEPTEMBER 13, 2011

EFFECTIVE: SEPTEMBER 28, 2011

ACCESS SERVICE

12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA AND TENNESSEE (Cont'd)

Case No.: HQ93-1781-00
 Customer: WalMart, Inc.

Description

Switched Multimegabit Data Service (SMDS) is a Special Service Arrangement to support DS1 Special Access Services for electrical interfaces with the customer's premises equipment.

These rates and charges are on a month-to-month basis. Should this service become the subject of general tariff service offering, the customer shall be required to either terminate the service or convert the service to the general tariff offering at the rates provided thereunder.

The customer must subscribe to DS1 High Capacity service as specified in Section 7. The SNI location will serve as a customer designated premises for the purpose of terminating the DS1 service at the designated SNI location determined by BellSouth Telecommunications.

(T)

	Nonrecurring Charge	Monthly Recurring Charge	USOC
1. Service Establishment Charge	\$655.00	\$.00	N/A
2. SMDS Subscriber Network Interface (SNI) charges, minimum of 1 SNI required per customer, per DS1	\$610.00	\$778.00	1ZZXJ
3. Specific feature charges multiple addresses address #2 through #6 per address, per SNI	\$.00	\$ 3.00	1ZZXL

ISSUED: JUNE 16, 2011

EFFECTIVE: JULY 1, 2011

ACCESS SERVICE

12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA AND TENNESSEE (Cont'd)

Case No.: HQ93-1781-00 (Cont'd)
Customer: WalMart, Inc. (Cont'd)

	Nonrecurring Charge	Monthly Recurring Charge	USOC
4. Specific features charges multiple addresses address #2 through #16 per modification to existing address, per SNI	\$ 1.50	\$.00	1ZZXM
5. Address Screening Individual Address Screening Table per entry, per SNI	\$ 1.50	\$.00	1ZZXN
6. Address Screening Individual Address Screening Table per modification to an entry, per SNI	\$ 1.60	\$.00	1ZZX0
7. Address Screening Group Address Screening Table per entry, per SNI	\$ 1.50	\$.00	1ZZXP

ISSUED: JUNE 16, 2011

EFFECTIVE: JULY 1, 2011

ACCESS SERVICE

12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA,
SOUTH CAROLINA AND TENNESSEE (Cont'd)

Case No.: HQ93-1781-00 (Cont'd)
Customer: WalMart, Inc. (Cont'd)

	Nonrecurring Charge	Monthly Recurring Charge	USOC
	_____	_____	
8. Address Screening Group Address Screening Table per modification to an entry, per SNI	\$ 1.60	\$.00	1ZZXQ
9. Group Address List Establishment of the Group, per SNI	\$.50	\$ 5.00	1ZZXR
10. Group Address List per entry, per SNI	\$ 1.50	\$.00	1ZZXS
11. Group Address List per modification to the Group, per SNI	\$ 1.60	\$.00	1ZZXT

ISSUED: JUNE 16, 2011

EFFECTIVE: JULY 1, 2011

ACCESS SERVICE

12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA AND TENNESSEE (Cont'd)

Case No.: GA93-1209-1
Customer Name: IBM
Location: Atlanta, Georgia

	<u>Nonrecurring Charge</u>	<u>Monthly* Recurring Charge</u>	<u>USOCN)</u>
Synchronized Clocking for DS1 Access Service			
B8ZS/ESF Network Timing per DS1 service	\$ 215.00	\$ 71.00	1ZZX
Service Establishment	\$1,926.00	-	-

The Company will not initiate any rate increases for this case during the one year period beginning on the effective tariff date of this arrangement.

*This service is subject to a 12-month minimum period on a per DS1 basis. In the event that the customer disconnects the Synchronized Clocking for a DS1 service prior to the end of the 12-month period following the installation of Synchronized Clocking for that DS1 service and before this service becomes a general tariffed service offering, the customer will be responsible for all termination charges. The termination charges will be the number of months between the time of disconnection and the end of the 12-month minimum period, times the monthly recurring charges for Synchronized Clocking.

Should this service become the subject of a general tariff service offering, the customer shall be required to either terminate the service or convert the service to the general tariff offering at the rates provided thereunder. No termination charges will apply in either instance.

ISSUED: JUNE 16, 2011

EFFECTIVE: JULY 1, 2011

ACCESS SERVICE

12 - Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA and TENNESSEE (Cont'd)

Case No.: GA95-7010-01
Customer: MCI
Location: BellSouth Region

Description

This special arrangement provides for network interfaces (SSI) to connect Exchange Access Connectionless Data Service (a.k.a. BellSouth Exchange Access Connectionless Data Service) (XACDS) and the customer's network facilities.

Except as set forth below, the rates and charges provided herein are not subject to Telephone Company initiated rate changes for 60 months from the effective date of this tariff. A minimum service period of 60 months from the time of installation is required for each Network Interface (Tariff References 12.3.A.1.a. and 12.3.A.1.b.). Termination Liability Charges will apply to any of the services that are terminated by the customer prior to the completion of the 60 month minimum service period. Termination Liability Charges will be computed by multiplying the monthly recurring rate associated with the service(s) by the number of months remaining in the 60 month minimum service period.

The Service Establishment Charge is a one-time charge that will be billed to the customer.

If a general tariff offering of this service becomes available, the customer will have the option to convert, without termination liability charges, to the general service tariff offering. If the customer does not convert to that general offering, service under this arrangement will be discontinued without termination liability charges applied.

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Rate</u>
A. Network Interface		
1. Per SSI		
a. 1.536 Mbps	\$ 475.00	\$ 294.00
b. 44.736 Mbps	\$ 475.00	\$2,426.00
B. Service Establishment	\$5,515.00	

ISSUED: JUNE 16, 2011

EFFECTIVE: JULY 1, 2011

ACCESS SERVICE

12 - Specialized Service or Arrangement (Cont'd)

12.3 Rates and Charges (Cont'd)

Service: SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring)
 Nodal Redundancy
 Customer Name: Bankers Trust Services of Tennessee
 Location: Brentwood, Tennessee
 Case no: TN95-0573-00

	<u>Monthly Recurring Rate</u>	<u>Nonrecurring Charges</u>	<u>USOC)</u>
SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring) nodal redundancy on the same physical fiber ring at the same premise location	\$600.00	\$4,514.00	
Service Establishment Charge		\$1,286.00	

NOTES:

1. The rates and charges set forth above are stabilized for a two year period beginning with the Installation Date of Service. If the customer discontinues the service arrangement prior to the end of the two year term, termination liability will apply calculated at the monthly recurring rate shown above times the number of months remaining in the two year term. Provided, however, if a SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring) nodal redundancy service becomes the subject of a general tariff offering, the customer shall have the option of converting the arrangement to the general tariff offering at the rates, charges, terms and conditions provided thereunder or discontinuing the arrangement altogether, and in either case, no termination liability under this arrangement shall apply.
2. The customer must purchase at least one (1) SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring) on each of the two nodes involved from Plan A of either the Channel Services Payment Plan or the Area Commitment Plan as set forth in Sections 2.4.8(A) and (B) and 7.4.19 preceding.

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ACCESS SERVICE

12 - Specialized Service or Arrangement (Cont'd)

12.3 Rates and Charges (Cont'd)

Service: SMARTPath (a.k.a. BellSouth SPA DS1 Shared Ring) STS-1
Customer Name: Digital Equipment Corporation
Location: Alpharetta, Georgia

NOTES:

1. This SMARTPath (a.k.a. BellSouth SPA DS1 Shared Ring) STS-1 Transport Service is a high capacity network service capable of providing an STS-1 transport link.
2. This SMARTPath (a.k.a. BellSouth SPA DS1 Shared Ring) STS-1 Transport Service provides a flat rate transport link between the customer premises located at 5555 Windward Parkway, Alpharetta, Georgia, where the network is accessed, and the Powers Ferry serving wire center. This arrangement is comprised of three service components for SMARTPath (a.k.a. BellSouth SPA DS1 Shared Ring) STS-1 Transport Service: the SMARTPath Area Connection; the SMARTPath Area Junction; the DS1 Customer Channel Interface.
3. The SMARTPath Area Connection provides for the connection at 5555 Windward Parkway, Alpharetta, Georgia, where the customer gains access to SMARTPath (a.k.a. BellSouth SPA DS1 Shared Ring) STS-1 Transport service and transport to the Powers Ferry Central Office.
4. The SMARTPath Area Junction, for SMARTPath (a.k.a. BellSouth SPA DS1 Shared Ring) STS-1 Transport service, provides for the connection between the SMARTPath (a.k.a. BellSouth SPA DS1 Shared Ring) network and the Powers Ferry serving wire center in the same SMARTPath (a.k.a. BellSouth SPA DS1 Shared Ring) Area for connection to BellSouth Customer Network Management Service.
5. The DS1 Customer Channel Interface permits the customer to aggregate individual DS1 services at a the customer premises located at 5555 Windward Parkway, Alpharetta, Georgia, and transport them over SMARTPath (a.k.a. BellSouth SPA DS1 Shared Ring) STS-1 Transport Service.
6. The BellSouth Customer Network Management Service STS-1 channel connection provides for the termination of a SMARTPath (a.k.a. BellSouth SPA DS1 Shared Ring) STS-1 circuit with DS1 Switching. This connection provides the customer monitoring and reconfiguration capability at the DS1 level. This charge is in addition to the rates and charges applicable to BellSouth Customer Network Management Service as found in Sections 7.4.12 and 7.5.18 preceding.
7. The minimum service period for this special arrangement is twelve (12) months. If the customer terminates service prior to the end of the 12 month service period, termination liability charges would be calculated based on the number of months remaining in the service period times all of the monthly rates applicable to this special arrangement.

(This page filed under Transmittal No. 1)

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ISSUED: JUNE 16, 2011

EFFECTIVE: JULY 1, 2011

ACCESS SERVICE

12 - Specialized Service or Arrangement (Cont'd)

12.3 Rates and Charges (Cont'd)

Service: SMARTPath (a.k.a. BellSouth SPA DS1 Shared Ring) STS-1

Customer Name: Digital Equipment Corporation

Location: Atlanta, Georgia

NOTES (Cont'd):

8. For this arrangement, credit allowances found in Section 2.4.4(B) preceding, will apply.
9. Once a general service tariff offering for SMARTPath (a.k.a. BellSouth SPA DS1 Shared Ring) STS-1 or BellSouth Customer Network Management Service STS-1 has been made available, the customer will have the option to convert, without termination liability charges, to that general service tariff offering. If, after the general service tariff offering is available, the customer does not convert to the general offering, all services under this arrangement will be discontinued.

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ACCESS SERVICE

12 - Specialized Service or Arrangement (Cont'd)

12.3 Rates and Charges (Cont'd)

Service: SMARTPath (a.k.a. BellSouth SPA DS1 Shared Ring) STS-1
 Customer Name: Digital Equipment Corporation
 Location: Alpharetta, Georgia

	<u>Nonrecurring Charge</u>	
(A) Service Establishment Charge	\$1,155.00	
(B) SMARTPath Area Connection and Central Office Junction		
	<u>Monthly Rates</u>	<u>USOC</u>
(1) STS-1 Area Connection	\$4,400.00	1ZZDE
(2) STS-1 Central Office Junction	\$ 300.00	1ZZCJ
(C) SMARTPath (a.k.a. BellSouth SPA DS1 Shared Ring) DS1 Customer Channel Interface		
	<u>Monthly Rates</u>	<u>USOC</u>
(1) Per DS1 Customer Channel Interface on an STS-1	\$ 35.00	1ZZER
(D) BellSouth Customer Network Management Service - STS-1 Channel Connection		
	<u>Monthly Rates</u>	<u>USOC</u>
(1) DS1 Switching	\$ 400.00	1ZZFS

12.4 Reserved For Future Use

ISSUED: JUNE 16, 2011

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ACCESS SERVICE

12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service

Customer Name: Turner Broadcasting System, Inc.
 Location: Atlanta, Georgia
 Case No.: GA 94-1651-04

	<u>Nonrecurring Charges</u>	<u>USOC</u>
(A) <u>Service Establishment Charge</u>	\$ 2,035.00	
	<u>Monthly Rate</u>	
(B) <u>Basic Video Ring</u>	\$13,975.00	VRSBA
- Feature Activation for a channel (need 1 encoder and 1 decoder per channel activated for a complete circuit) per channel	\$ 266.00	VRSFA
(C) <u>Option 1 Video Ring</u>	\$18,660.00	VRSV1
- Feature Activation for a channel (need 1 encoder and 1 decoder per channel activated for a complete circuit) per channel	\$ 266.00	VRSFA
(D) <u>Option 2 Video Ring</u>	\$ 2,517.00	VRSV2
- Feature Activation for a channel (need 1 encoder and 1 decoder per channel activated for a complete circuit) per channel	\$ 266.00	VRSFA

ISSUED: JUNE 16, 2011

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ACCESS SERVICE

12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.1 Video Ring Service Description

The Telephone Company shall provide uncompressed digital video service (analog interface to the Subscriber) with four audio channels per video channel using two unidirectional fiber rings with one fiber per ring at the customer specified locations identified in Section 12.5.2 following. The Services and obligations described in this Section will be collectively referred to hereafter as "Service Requirements".

Certain network monitoring or other such Subscriber capabilities related to the Subscriber's use of the Service may require additional tariffed or other services from the Telephone Company or other providers. If the Subscriber elects to obtain such additional tariffed or other services, the Subscriber agrees to be responsible for all rates, charges and conditions for such other services.

12.5.2 Service Options

The Telephone Company shall make the Video Ring Service and the specific options described herein available to the Subscriber. The Telephone Company shall not provide battery back-up service for the Video Ring Service. The rate elements and applicable rates associated with the Service are set forth in Section 12.5 preceding.

(A) Basic Video Ring Service Arrangement

The Telephone Company shall provide nodes at the following five locations: 190 Marietta Street, 1050 Techwood Drive, 1802 Briarcliff Rd., N.E., 165 Boulevard, S.E., and 535 Plasamour Dr., N.E. Each fiber between any two nodes on the ring shall have 16 channels of capacity. Any combination of the links below can be added to the Basic Video

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ACCESS SERVICE

12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.2 Service Options (Cont'd)

(A) Basic Video Ring Service Arrangement (Cont'd)

Ring Service Arrangement so long as such combination does not exceed the system capacity. The remaining spare channels on the ring will be available to the Subscriber by adding encoders and decoders ("Codecs"). The rate elements and applicable rates and charges associated with Basic Video Ring Service are set forth in Section 12.5 preceding.

- (1) Basic Video Ring service is provided in Atlanta, Georgia at the following locations:

<u>FROM</u>	<u>TO</u>	<u>NUMBER OF CHANNELS</u>
190 Marietta Street	165 Boulevard, S.E.	1
190 Marietta Street	1802 Briarcliff Road, N.E.	3
190 Marietta Street	535 Plasamour Drive, N.E.	1
1050 Techwood Drive	165 Boulevard, S.E.	1
1050 Techwood Drive	1802 Briarcliff Road, N.E.	3
1050 Techwood Drive	535 Plasamour Drive, N.E.	1
535 Plasamour Drive, N.E.	1050 Techwood Drive	1
1802 Briarcliff Road, N.E.	190 Marietta Street	1
1802 Briarcliff Road, N.E.	1050 Techwood Drive	2
165 Boulevard, S.E.	190 Marietta Street	8
165 Boulevard, S.E.	1050 Techwood Drive	2

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ACCESS SERVICE

12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.2 Service Options (Cont'd)

(B) Option 1 Video Ring

The Telephone Company shall provide nodes at the following three locations: 190 Marietta Street, 1050 Techwood Drive, and 72 Campbellton Road. Each fiber between any two nodes on the ring shall have 16 channels of capacity. Any combination of the links can be added to the Option 1 Video Ring so long as the addition of links does not exceed system capacity. The remaining spare channels on the ring will be available to the Subscriber by adding Codecs.

Option 1 Video Ring is only available if the Subscriber takes the Basic Video Ring Service Arrangement. From the date the Subscriber activates his Basic Video Ring Service, the Subscriber has a twenty-four month period in which to activate Option 1 Video Ring Service at the Option 1 Video rate in effect on the activation date of the Basic Video Ring Service. If the Subscriber activates the Option 1 Video Ring Service after the expiration of the twenty-four month period, the rate for Option 1 Video Ring Service shall be the rate then in effect for Option 1 Video Ring Service on the activation date of such service.

(1) The Option 1 Video Ring and Node service is provided in Atlanta, Georgia at the following locations:

<u>FROM</u>	<u>TO</u>	<u>NUMBER OF CHANNELS</u>
190 Marietta Street	72 Campbellton Road	7
1050 Techwood Drive	72 Campbellton Road	5
72 Campbellton Road	190 Marietta Street	20
72 Campbellton Road	1050 Techwood Drive	2

The business address for the Option 1 Video Ring is 72 Campbellton Road, Atlanta, Georgia 30331.

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ACCESS SERVICE

12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.2 Service Options (Cont'd)

(C) Option 2 Video Ring and Node

The Telephone Company shall provide an additional node at 1018 West Peachtree for the Service between the locations specified in 12.5.2(C)(1) following. All video channels will be transported via the Option 1 Video Ring.

Option 2 Video Ring can be activated by the Subscriber at the rate set forth in Section 12.5 preceding,, if activation occurs within twenty-four (24) months of the activation date for the Basic Video Ring Service Arrangement. Option 2 Video Ring is only available if the Subscriber has taken the Basic Video Ring Service Arrangement and Option 1 Video Ring. Any combination of the links can be added to the Option 2 Video Ring so long as the addition of links does not exceed system capacity.

- (1) The Option 2 Video Ring and Node service is provided in Atlanta, Georgia at the following locations:

<u>FROM</u>	<u>TO</u>	<u>NUMBER OF CHANNELS</u>
1050 Techwood Drive	1018 W. Peachtree	5
1018 W. Peachtree	1050 Techwood Drive	3

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.3 Provision of the Service

The Telephone Company shall provide the Service through the use of Codecs, which are digital, 10-bit systems with four companion audio channels. The Codecs will provide for channel activation to transmit and receive video signals along the Video Ring Service. The Telephone Company shall maintain spare Codecs at 4:16 ratio that can be substituted for the Codecs used in connection with the Service in the event of equipment malfunction. The Telephone Company shall charge for feature activation based on a per encoder and per decoder rate, as set forth in Section 12.5 preceding.

12.5.4 Service Requirements

Codecs (initial as well as replacement or substitute) shall meet the Service Requirements set forth in Section 12.5.22 following.

12.5.5 Service Failure; Repair/Substitution

In the event of Service failure or out of specification performance, the Telephone Company will (assuming capacity exists in the facilities included in the Subscriber's Service) use the alternate pair of non-interconnecting, non-switched rings established for transmission.

(A) Service Failure due to Codec Failure

In the event of Codec failure or out of specification performance, assuming such capacity exists, any circuit will be placed on the alternate routing within two (2) hours after the Telephone Company is notified by the Subscriber of a Service-affecting Codec failure and receives authorization from the Subscriber to begin service repair (unless such Codec failure has been repaired prior to the expiration of such two-hour period). If the Telephone Company otherwise becomes aware of a Service-affecting Codec failure through network monitoring or otherwise, it will use its best efforts to contact the Subscriber, alert the Subscriber to the condition and request authorization to

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.5 Service Failure; Repair/Substitution (Cont'd)

(A) Service Failure due to Codec Failure (Cont'd)

begin such repair. If a malfunctioning Codec can not be repaired within two (2) hours after the Telephone Company receives such authorization, the Telephone Company shall within two (2) hours thereafter substitute alternate Codec equipment for the malfunctioning Codec(s).

(B) Service Failure due to Fiber Failure

In the event of fiber failure, assuming capacity exists in the facilities included in the Subscriber's Service, the Telephone Company will immediately commence action to use the alternate pair of non-interconnecting, non-switching rings established for transmission. Assuming such capacity exists, any circuit can be placed on such alternate ring(s) in case of fiber failure.

12.5.6 Codec Replacement

In addition to the substitution of spare Codecs under Section 12.5.5 receding, the Telephone Company may from time to time replace any existing Codecs supporting the Services with other Codecs that meet or exceed the requirements of the Codecs specified in Section 12.5.22 following. The Telephone Company shall provide written notice to the Subscriber prior to replacing any Codecs used to provide the Video Ring Service. In the event the Telephone Company replaces a Codec at the originating or terminating end or a channel, it shall also replace the reciprocal Codec at the terminating or originating end of that same channel, whichever is appropriate, of the affected circuit, with a Codec meeting the same or better technical parameters, but only if such replacement of the reciprocal Codec is necessary to meet the performance requirements specified on in Section 12.5.22 following.

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.7 Network Management Systems

The Basic Video Ring Service Arrangement shall enable the Subscriber to access an internal alarming and network management system ("NMS") through an appropriate interface provided by the Telephone Company for the Subscriber's network monitoring and reconfiguration activities. The NMS shall be capable of monitoring the activity along the entire Video Ring network, provided that the Subscriber has obtained and maintained the necessary additional data connectivity available from additional tariffed services or otherwise as set forth in Section 12.5.1 preceding. The Subscriber shall be responsible for monitoring the Video Ring network at all times, to the degree it deems necessary or desirable, and for notifying the Telephone Company of any Service failure or outage condition requiring repair or substitution or other such service repair. The Telephone Company will also have certain monitoring capabilities through its Video Operations Group, which shall monitor those functions available to it during normal business hours (8:00a.m. to 5:00p.m. Monday through Friday, excluding Telephone Company holidays). While the Telephone Company shall have no obligations to perform any specific level of such monitoring, if the Telephone Company becomes aware of a Service malfunction through such network monitoring capabilities as are described in Section 12.5.8 following, it will use its best efforts to contact the Subscriber, alert the Subscriber to the condition and request authorization to begin repair. The Subscriber shall report any malfunctions or service repair needs to the Telephone Company's Video Operations Group during such normal business hours. Outside of such hours, the Subscriber shall report such conditions to the Telephone Company's Major Account Center, which shall be available for such reporting 24 hours per day, 7 days per week. Any such reports received by the Major Account Center will be forwarded to on call personnel for the Video Operations Group for handling in an expeditious manner.

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
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12.5.8 Signal Monitoring

The Telephone Company's Video Operations Group may, during normal business hours as set forth in 12.5.7 preceding, monitor for plug-in failure and lack of signal along the Video Ring with the internal alarming and NMS. If the Telephone Company becomes aware of a Service malfunction through such signal monitoring capabilities, it will use its best efforts to contact the Subscriber, alert the Subscriber to the condition and request authorization to begin repair.

12.5.9 Outage Reporting

The Telephone Company shall immediately notify the Subscriber by telephone if it discovers any Service outage (i.e., any failure of the Services to meet the Service Requirements set forth in this tariff), through the network or signal monitoring described in Sections 12.5.7 and 12.5.8 preceding, or otherwise, and shall confirm with the Subscriber any restoration of the Service upon correction of the problem(s) causing the outage. In the event of any such outage, whether first discovered by the Subscriber or the Telephone Company, the Telephone Company shall provide the Subscriber with a written report that shall, *inter alia*, state the date, time, and length of the outage, the steps that were taken to remedy it, the alternative services (if any) that were provided during it, and the individuals at the Subscriber's office who were initially notified of the outage and who subsequently confirmed that the outage had been cured.

12.5.10 Higher Order of Service

For purposes of this Video Ring Service offering, a "Higher Order of Service" shall be defined as a video service later developed or introduced as a result of changes in technology which was not available in the industry at the beginning of the Service Period, and which shall provide additional value to the Subscriber with higher functionality and increased capacity.

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.11 Obligation of the Subscriber

(A) Minimum Service Requirement

The Subscriber agrees to activate a minimum of 13 channels ("Minimum Service Requirement") on the Basic Video Ring Service Arrangement and to assume responsibility for payment for at least 13 channels even if the Subscriber activates fewer than 13 channels.

(B) Customer Premises Equipment

The Subscriber shall provide compatible customer premises equipment to enable the Subscriber to utilize the Service. Such equipment shall include but not be limited to 19" relay racks, power, and hvac at the Subscriber's premises.

12.5.12 Other Terms and Conditions

(A) Service Period

The Service Period for Video Ring Service shall commence on the effective date of this tariff or on the date the Telephone Company can begin to provide such service, if said date is later (the "Effective Date").

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.12 Other Terms and Conditions (Cont'd)

(B) Term of Service

For the Video Ring Service at the existing locations set forth in Section 12.5.2 preceding, the minimum service period shall extend for a scheduled period of seven (7) years from the Effective Date (the "Term"). However, the Subscriber may at any time, by written notice to the Telephone Company given at least sixty (60) days prior to the proposed effective date of cancellation set forth in such notice, terminate this Video Ring Service offering effective as of the date set forth in such notice; provided that the Subscriber pays the termination charges required in connection with such early termination as set forth in Section 12.5.18(B) following. At the request of the Subscriber, on or about the second and fourth anniversary of the Effective Date, the Subscriber and the Telephone Company shall meet to discuss the then current and anticipated technical changes with respect to the Service and any technological advances in the industry.

In the event this Service becomes the subject of a general tariff service offering, Subscriber shall be required to either terminate the Service or convert the Service to the general tariff offering at the rates, terms and conditions provided thereunder. No termination charges shall apply in either instance.

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.12 Other Terms and Conditions (Cont'd)

(C) Credits

Failure to provide Service in accordance with the Service Requirements for any reason (an "outage") shall result in a pro rata reduction of the service charges for the Service involved ("Credit") in accordance with the provisions set forth in (1) through (3) following.

(1) General

An outage period starts when the Subscriber reports or acknowledges the outage to the Telephone Company and authorizes the Telephone Company to commence service repair as provided in Sections 12.5.5 through 12.5.9 preceding, and ends when the Service is again operative in accordance with the Service Requirements. No credit shall apply unless the Subscriber reports or acknowledges the Service outage to the Telephone Company and the trouble is found in the Telephone Company equipment based on information provided by the network surveillance system associated with the Service. Credit allowances will not apply if Service is interrupted during Subscriber-requested upgrades and/or additions to Service or during Subscriber-requested rearrangements.

(2) Computation of Credit

Credits, where applicable as set forth in 12.5.12(C) preceding, shall be computed pro rata to the monthly service charges assessed for the portions or rate elements of the Service that are interrupted or in an Outage condition. Any remaining fractional period of more than 30 seconds will be rounded up and treated as a one minute period for the purposes of computing the pro rata credit. The combined total of all credit allowance during any month shall not exceed the applicable monthly rate for the Service or rate element thereof involved. Credits shall be computed and, where applicable, paid or credited to the Subscriber approximately every six (6) months during the term hereof.

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.12 Other Terms and Conditions (Cont'd)

(C) Credits (Cont'd)

(3) Other Exclusions

No credit allowance will be made for:

- (a) Interruptions caused by the negligence of the Subscriber.
- (b) Interruptions of the Service due to the failure of equipment or systems provided by the Subscriber or others.
- (c) Interruptions of the Service during any period in which the Telephone Company is not afforded access to the premises where the Service is terminated.
- (d) Interruptions of the Service when the Subscriber has released that Service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the Service during the time that it was negotiated with the Subscriber prior to the release of that Service. Thereafter, a credit allowance as set forth in Section 12.5.12(C)(2) preceding applies.
- (e) Periods when the Subscriber elects not to release the Service for testing and/or repair and continues to use it on an impaired basis.

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.12 Other Terms and Conditions (Cont'd)

(C) Credits (Cont'd)

(3) Other Exclusions (Cont'd)

No credit allowance will be made for:

- (f) Periods of temporary discontinuance or interruption as set forth in the following provisions:
 - (i) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this Video Ring Service offering shall not interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Except as provided for equipment or systems subject to the F.C.C. Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with the preceding sentence, the Telephone Company will, where practicable, notify the Subscriber that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Subscriber will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions is not applicable.

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.12 Other Terms and Conditions (Cont'd)

(C) Credits (Cont'd)

(3) Other Exclusions (Cont'd)

No credit allowance will be made for:

(f) (Cont'd)

(ii) The services provided under this Video Ring Service offering shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

(g) An interruption or a group of interruptions, resulting from a common cause, for amounts less than ten dollars in any month.

(h) Interruptions of the Service due to commercial power failure at any location other than the Telephone Company's central office facilities.

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.13 Payment Arrangements

(A) Billing for Service Charges

The Telephone Company shall bill on a current basis all charges incurred by and credits due to the Subscriber under this Video Ring Service offering attributable to Services. In addition, the Telephone Company shall bill in advance charges for all Services to be provided during the ensuing billing period. The Telephone Company will establish a bill day each month for each Subscriber account. The bill will cover charges for the ensuing billing period for which the bill is rendered, and any known unbilled charges for prior periods. Any known unbilled adjustments will be applied to this bill.

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.13 Payment Arrangements (Cont'd)

(B) Payment of Charges

All bills for Service provided to the Subscriber by the Telephone Company as set forth in 12.5.13(A) preceding are due on the payment due date. The payment due date is the date which is 31 days after the bill day, or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval except as provided herein, and are payable in immediately available funds. If such payment due date would cause the payment to be due on a Saturday, Sunday or Holiday (e.g., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the Subscriber as set forth in (1) following.

- (1) If such payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If such payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday.

(C) Late Fees; Payment of Disputed Amounts

If any portion of the payment is received by the Telephone Company after the payment due date as set forth in Section 12.5.12(C) preceding, or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty may, at the Telephone Company's discretion, be due to the Telephone Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be 1% per month (.000329 per day) or 12% annually.

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.13 Payment Arrangements (Cont'd)

(D) Billing Disputes

- (1) In the event of a billing dispute, the Subscriber must submit a documented claim for the disputed amount. If the dispute is submitted on or before the payment due date or within 90 days after the payment due date and the disputed amount is paid prior to resolution of the dispute, any interest credits due the Subscriber upon resolution of the dispute shall be calculated from the date of the overpayment to the resolution date. If the dispute is submitted more than 90 days after the payment due date and the disputed amount is paid prior to resolution of the dispute, any interest credits due the Subscriber upon resolution of the dispute shall be calculated from the dispute date or the date the payment is made, whichever occurs later, to the resolution date. The Telephone Company will resolve the dispute and assess interest credits or late payment penalties to the Subscriber as set forth in (2) through (7) following.
- (2) If the dispute is resolved in favor of the Telephone Company and the Subscriber has paid the disputed amount on or before the payment due date, no credits or late payment penalties will apply to the disputed amount. If the dispute is resolved in favor of the Telephone Company and the Subscriber has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty as set forth in (1) preceding.
- (3) If the dispute is resolved in favor of the Subscriber and the subscriber has withheld the disputed amount, no credits or late payment penalties will apply to the disputed amount. If the dispute is resolved in favor of the Subscriber and the Subscriber has paid the disputed amount, the Subscriber will receive a credit from the Telephone Company for the disputed amount times a penalty factor (computed in the same fashion as late payment fees for the Subscriber as set forth in 12.5.13(D) preceding). The penalty factor shall be 1% per month (.000329 per day) or 12% annually.

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
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12.5.13 Payment Arrangements (Cont'd)

(D) Billing Disputes (Cont'd)

- (4) Adjustments for the quantities of Services established or discontinued in any billing period beyond the minimum period set forth for Services in other sections of this Video Ring Service offering will be prorated based on the number of days the Subscriber had Service during the billing period times 1/30th the monthly rate. Billing for Service begins on the day following the date of installation and shall accrue through and including the day Service is discontinued. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill, including information relative to the development of the subscriber line ratio.
- (5) The dispute date is the date the Subscriber presents sufficient documentation to support the claim. Sufficient documentation consists of the following information, where such information is relevant to the dispute and reasonably available to the Subscriber:
 - (a) The nature of the dispute (i.e., incorrect rate, incorrect circuit type, etc.), including the basis for the Subscriber's belief that the bill is incorrect.
 - (b) The billing account number(s) assigned by the Telephone Company.
 - (c) The amount of money in dispute.
 - (d) The date of the bill in dispute.

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12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.13 Payment Arrangements (Cont'd)

(D) Billing Disputes (Cont'd)

- (6) The Telephone Company and the Subscriber shall work cooperatively to resolve the dispute. If additional information from the Subscriber would assist in resolving the dispute, the Subscriber may be requested to provide additional information relevant to the dispute and reasonably available to the Subscriber. The request for such additional information shall not affect the dispute date as set forth in (5) preceding.
- (7) The resolution date is the date on which the Telephone Company completes the investigation of the dispute, and the Telephone Company's service representative notifies the Subscriber of the disposition and notes the Subscriber's account or when the Telephone Company forwards the amount of credit to the Subscriber, depending upon Subscriber preference.

12.5.14 Termination of Existing Telephone Company Service

It is recognized that the Subscriber may determine that it is desirable to migrate from existing Telephone Company services to the service offerings described in this Video Ring Service offering. To the extent that the existing tariffs or special assembly agreements for these services provide for waiver of termination charges or other charges for the migration from these services to future Telephone Company services, nothing in this Video Ring Service offering is intended to modify these waiver provisions.

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.15 Suspension of Service

- (A) In the event payment in full is not received from the Subscriber on or before sixty (60) days following the date that payment is due, then: after giving the Subscriber fifteen (15) business days written notice, the Telephone Company shall have the right to suspend the specific Service for which payment has not been received; (ii) upon subsequent fifteen (15) business days written notice, the Telephone Company shall have the right to suspend Service along any and all of the remaining paths comprising the Services; and (iii) in either event, the Telephone Company shall have the right to continue such suspension until such time as the Subscriber has paid in full all charges then due, including any late fees as specified herein. If the Subscriber fails to make such payment by a date to be determined by and acceptable to the Telephone Company, as to which the Subscriber has been notified in writing at least fifteen (15) business days in advance, the Subscriber will be deemed to have canceled the suspended Service effective on the date of such suspension.
- (B) If the Subscriber fails to comply with its obligations with respect to the Service, including any payments to be made by it on the dates and times herein specified, then on thirty (30) days written notice by Certified U.S. Mail to the person designated by the Subscriber to receive such notices of noncompliance, the Telephone Company may refuse additional applications for Service and/or refuse to complete any pending orders for Service by the Subscriber at any time thereafter. If the Telephone Company does not refuse additional applications for Service on the date specified in the thirty (30) days notice, and the Subscriber's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for Service to the Subscriber without further notice.

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.15 Suspension of Service (Cont'd)

- (C) If the Subscriber fails to comply with any of its obligations with respect to the Service, other than payment of sums due which are covered in (A) preceding, the Telephone Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by the Subscriber to receive such notices of noncompliance, discontinue the provision of the Services to the Subscriber at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges as set forth in (D) following shall become due. If the Telephone Company does not discontinue the provision of the Services involved on the date specified in the thirty (30) days notice, and the Subscriber's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the Services to the Subscriber without further notice.
- (D) For cancellations or termination of this Video Ring Service offering or the Service by the Telephone Company under this Section 12.5.15, the termination charges payable by the Subscriber shall be computed and payable in the manner set forth in Section 12.5.18(B) following, except that the applicable percentage shall be 100% of the remaining balance of the charges for the Service for the remainder of the originally-scheduled minimum term in all cases. Such termination charges (together with any other then due but unpaid amounts owing from the Subscriber) shall be the Telephone Company's sole remedy against the Subscriber for claims relating solely to the premature cancellation of the Service (but this provision shall have no effect on any other right or remedy of the Telephone Company for other claims or damages, including by way of example but not limitation such claims as damage to or theft of Telephone Company equipment or facilities, which the Telephone Company may have in connection with the Subscriber's use of the Services or any breach or default by the Subscriber).

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12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
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12.5.16 Cancellation Prior to Completion of Installation

If the Subscriber cancels this order for Service prior to the completed installation of the Service, the Subscriber shall pay all reasonable costs incurred in the implementation of the Service prior to receipt of written notice of cancellation by the Telephone Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Video Ring Service offering had been completed by the Telephone Company.

12.5.17 Termination by Subscriber for Cause

(A) Failure of Service to Meet Requirements

If the Services fail to conform to the Service Requirements set forth in Section 12.5.1 preceding (which, for the purposes of this Section, shall mean that Service outages occur and remain unremedied beyond the applicable time periods set forth in Section 12.5.1 preceding for the completion of repair or substitution activities by the Telephone Company for reasons not attributable to the Subscriber or causes beyond the Telephone Company's control such as force majeure) either (i) continuously for five (5) minutes; (ii) cumulatively for thirty (30) minutes during any consecutive thirty (30) day period, or (iii) cumulatively for two (2) hours during any consecutive twelve (12) month period, then the Subscriber may terminate this Video Ring Service arrangement and the Service without payment of termination charges otherwise payable under Section 12.5.18(B) following provided that the Subscriber gives written notice to Telephone Company of such termination within ten (10) days after such failure of the Service to satisfy the Service requirements as set forth above. Any such termination shall be effective thirty (30) days following the date of such notice.

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12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.17 Termination by Subscriber for Cause (Cont'd)

(B) Unavailability of Higher Order of Service

In the event that the Subscriber desires to subscribe to a Higher Order of Service, as defined in Section 12.5.10 preceding, and after reasonable efforts by the Telephone Company to evaluate the feasibility of offering such new service the Telephone Company decides not to offer such Higher Order of Service, the Subscriber has the option to terminate this Video Ring Service arrangement and the Service for unavailability of such Higher Order of Service, by written notice to the Telephone Company within thirty (30) days after the Telephone Company's notice to the Subscriber of its decision not to offer such service, for payment of the termination charges set forth in Section 12.5.18(B) following, except that the applicable percentage shall be 10% (rather than 50%) of the remaining balance of the charges for the Service for the remainder of the originally-scheduled minimum term beyond the initial three (3) year period described therein.

12.5.18 Termination Charges

(A) Transition to Higher Order of Service

In the event that the Subscriber elects to receive from the Telephone Company a Higher Order of Service, as such term is defined in Section 12.5.10 preceding, no termination liabilities shall apply when:

- (1) The Subscriber has subscribed to the existing Service for a period of twelve (12) months, or 25% of the length of the originally selected Service Period, whichever is greater, and

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.18 Termination Charges (Cont'd)

(A) Transition to Higher Order of Service (Cont'd)

- (2) The Service Period of the new Video Ring Service arrangement for the Higher Order of Service is equal to or longer than the remaining Service Period of the disconnected Video Ring Service, and
- (3) The service orders to install the new Higher Order of Service and disconnect the old Service are related together and received by the Telephone Company at the same time, and there is no lapse in Service between installation of the Higher Order of Service and disconnection of the existing Service, and
- (4) All of the Service under the Video Ring Service offering is converted to the Higher Order of Service, and the capacity of the Higher Order of Service is equal to or greater than the previous existing Service.

(B) Termination by the Subscriber Without Cause

If the Subscriber cancels this Video Ring Service, through the exercise of its rights as set forth in Section 12.5.12(B) preceding, or otherwise (except pursuant to Sections 12.5.17 or 12.5.18(A) preceding), at any time prior to the expiration of the originally scheduled Term of the Video Ring Service, the Subscriber shall be responsible for all termination charges as set forth below, based upon the effective date of such cancellation as follows:

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.18 Termination Charges (Cont'd)

(B) Termination by the Subscriber Without Cause (Cont'd)

<u>If the date of</u> <u>cancellation is:</u>	<u>then the applicable</u> <u>termination charge is:</u>
3 years or less after the Effective Date	100% of the remaining balance of charges for the period remaining until the third anniversary of the Effective Date, plus 50% of the remaining balance of charges through the end of the originally-scheduled Term
more than 3 years after the Effective Date	50% of the remaining balance of charges

For the purpose of this computation, the remaining balance of charges is defined as the total of charges for the level or elements of Service then in existence at the time of cancellation (or the minimum required level or elements of Service, if greater) that would be payable for the remainder of the required minimum Service Term if such cancellation had not occurred. Such termination charges shall be payable either (i) in equal monthly installments for the remainder of the scheduled Term, or (ii) within thirty (30) days after cancellation in a lump sum payment.

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.19 Warranty; Limitations on Liability

- (A) The Telephone Company warrants that the Service shall be provided to the Subscriber in accordance with the Service Requirements, subject to the limitations set forth in Section 12.5.1 et. seq.. The Telephone Company shall use reasonable best efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in the Service and restore such Service to comply with the terms hereof. The foregoing warranty is exclusive and in lieu of all other warranties, whether express, implied or statutory, including without limitation implied warranties of merchantability and fitness for a particular purpose. In the event of any breach of the provisions set forth in Section 12.5.1 et. seq. arising out of the gross negligence or willful misconduct of the breaching party, the breaching party shall be liable to the non-breaching party for direct and actual damages only and shall not be liable under any circumstances for incidental, consequential, special or punitive damages, or for any lost profits of any kind or nature whatsoever. For any other breach of this Video Ring Service offering, the Telephone Company's liability shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected by such breach. In the event of any breach of the provisions set forth in Section 12.5.1 et. seq., the liability of the Telephone Company under this paragraph shall be in addition to and not in lieu of any credit to which the Subscriber may be entitled pursuant to Section 12.5.12(C) preceding.
- (B) The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- (C) The Telephone Company is not liable for damages to the Subscriber premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.20 Indemnification

Subject to the limitations and exclusions set forth in this Video Ring Service offering, each party shall indemnify and hold harmless the other and the other's officers, directors, employees, agents or contractors against and from any and all claims and liabilities for (i) physical property damage, physical personal injury or wrongful death and (ii) infringement of any United States patent, trade name, trademark, service mark, copyright or trade secret enforceable in the United States belonging to any other person or entity, arising out of the negligent or wrongful acts or omissions of the respective indemnifying party, its officers, directors, employees, agents or contractors in connection with the provision or use of Services or other performance pursuant to this Video Ring Service offering. In the event that thir parties should use or be affected by the Service as used by the Subscriber, the Subscriber shall indemnify and hold harmless the Telephone Company from and against any claims by third parties for damages arising or resulting from any defect in or failure to provide the Service or any other aspect of the Subscriber's use of the Service. The indemnifying party agrees to defend the indemnified party against the claims as set forth above and to pay all reasonable litigation costs, attorney's fees, court costs, settlement payments, and any damages awarded or resulting from such claims, provide that the indemnified party (i) promptly notifies the indemnifying party of the existence of such claim, (ii) permits the indemnifying party to control the defense of such claim, (iii) provides the indemnifying party with reasonable assistance in defending against such claim, at the indemnifying party's expense, and (iv) does not make any admission of liability or enter into or make any settlement, payment or other compromise of such claim without the prior written approval of the indemnifying party (which approval shall not be unreasonably withheld or delayed).

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.21 Other Miscellaneous Provisions

(A) Entire Video Ring Service Offering

- (1) This Video Ring Service offering constitutes a complete statement of the understanding between the Telephone Company and the Subscriber and supersedes all proposals (oral or written) between the Telephone Company and the Subscriber relating to Service. Any addition, deletion or modification to the terms and conditions contained in this Video Ring Service offering shall be included in appropriate documentation between the Telephone Company and the Subscriber. In the event any provision of this Video Ring Service offering conflicts with any applicable statute, rule or order of any governmental unit or regulatory body, then such statute, rule or order shall control. The provisions of the Telephone Company's tariff in effect from time to time and applicable to its services generally shall also apply to the Service provided under this Video Ring Service offering unless and except to the extent this Video Ring Service offering contains express provisions specifically in conflict therewith (in which case the express provisions of this Video Ring Service offering shall control to the extent permitted by applicable law.
- (2) If any such statute, rule or order should materially and adversely affect either party's ability to perform its obligations under this Video Ring Service offering, the Telephone Company and the Subscriber agree to notify each other of such statute, rule or order and, to the extent permitted thereby, to negotiate for a period of up to one hundred and twenty (120) days from the date of such notification to amend this Video Ring Service offering to incorporate terms and conditions that are legally acceptable yet retain the spirit of this Video Ring Service offering and are reasonably

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.21 Other Miscellaneous Provisions (Cont'd)

(A) Entire Video Ring Service Offering (Cont'd)

(2) (Cont'd)

acceptable to both parties. If the parties fail to reach agreement on such an amendment within such 120 day period, either party may terminate this Video Ring Service offering by written notice to the other within thirty (30) days after the end of such period, without incurring any liability for termination charges or otherwise for such cancellation. If Service is not provided during all or any portion of either such 120 day or 30 day period described in this Section, the Subscriber shall not be charged for Service during any portion of either such period during which Service is not provided.

(B) Notices

Except as otherwise provided in this Video Ring Service offering, notices required to be given pursuant to this Video Ring Service offering shall be effective when received, and shall be sufficient if given in writing, hand delivered or United States mail, postage prepaid, addressed to the appropriate party at the address designated by the Telephone Company and by the Subscriber. Notices may be given by facsimile transmission but shall be effective only upon receipt of such transmission and only if receipt is confirmed in writing (by return fax or otherwise) by the receiving party. Either party hereto may change the name and address to whom all notices or other documents required under this Video Ring Service offering must be sent at any time by giving written notice to the other party.

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.21 Other Miscellaneous Provisions (Cont'd)

(C) Assignment

Neither the Subscriber nor the Telephone Company may assign its rights or obligations hereunder without the express written consent of the other party; provided, however, (i) the Subscriber may assign, without obtaining the consent of the Telephone Company, any or all of its rights or obligations hereunder to any affiliate or subsidiary of the Subscriber or to any entity with which the Subscriber may merge or which may acquire all or substantially all of the assets of the Subscriber, and (ii) the Telephone Company may assign, without obtaining the consent of the Subscriber, any or all of its rights or obligations hereunder to any affiliate or subsidiary of the Telephone Company or to any entity with which the Telephone Company may merge or which may acquire all or substantially all of the assets of the Telephone Company, or to any entity to which such assignment is ordered or approved by any court, regulatory agency or other governmental body.

(D) Confidentiality

The Telephone Company and the Subscriber shall hold in confidence any information that one party notifies the other in writing as being confidential or proprietary, and that the notified party may learn from the other in the course of performing its obligations hereunder. Notwithstanding the foregoing, disclosure, under appropriate conditions of confidentiality and on a need to know basis, shall be permitted to a party's auditors, attorneys, lenders, insurance agents and proposed and actual successors in interest. Disclosures required by law shall also be permitted, provided, that the party making such disclosure uses all reasonable efforts to do so on a confidential basis. Notwithstanding the foregoing, information shall not be considered confidential which was previously known to the receiving party, is or becomes publicly available or is developed independently by the receiving party.

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12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
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12.5.21 Other Miscellaneous Provisions (Cont'd)

(E) No Partnership

The provision of the Service shall not create a partnership or joint venture between the Telephone Company and the Subscriber.

(F) Severability

In the event that one or more of the provisions contained in this Video Service Ring offering or incorporated within by reference shall be held by final order of a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provision(s) shall be considered inoperative to the extent of such invalidity, illegality or unenforceability and the remainder of this Video Ring Service offering shall continue in full force and effect.

(G) Force Majeure

If either the Telephone Company's or the Subscriber's performance of this Video Ring Service offering or any obligation hereunder is prevented, restricted or interfered with by causes beyond its reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, storm, earthquakes, volcanic action, nuclear accidents, other major environmental disturbances, or other similar occurrence, any law, order, regulation, direction, action or request of the United States Government or state or local governments,

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12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
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12.5.21 Other Miscellaneous Provisions (Cont'd)

(G) Force Majeure (Cont'd)

or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, terrorist acts, strikes, power blackouts, inability to secure products or services of other persons or transportation facilities, or other such causes, then such party shall be excused from such performance to the extent of such prevention, restriction or interference. Such party shall use reasonable efforts under the circumstances to avoid and remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes cease.

(H) Waiver

The failure of the Telephone Company or the Subscriber to insist upon strict performance of any obligation hereunder shall not constitute a waiver of such party's right to demand strict compliance therewith in the future.

(I) Singular/Plural

Whenever required by the context, the use of the singular form shall be deemed to include the plural, and the use of the plural form shall be deemed to include the singular.

(J) No License Granted

No license under patents (other than the limited license to use) is granted by the Telephone Company or the Subscriber or shall be implied or arise by estoppel, with respect to any Service offered under the Video Ring Service offering.

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12 - Specialized Service or Arrangements (Cont'd)

12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
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12.5.22 CODEC/Service Specifications

Video/Audio Encoders/Decoders

Video

Level	1 Volt P-P +/-3 dB
Impedance	75 Ohm, unbalanced
Video Loopthru	Standard
Baseband Input Signal Formats	NTSC video NTSC video w/4.5 MHz composite audio NTSC video w/2TV6-2 subcarrier audio PAL video (after appropriate BellSouth network disclosure) SECAM video (after appropriate BellSouth network disclosure) Baseband Scrambled video Wideband Telemetry Signals
Sampling rate	13.524 MHz
Encoding Resolution	10 bits; DV-6101-VE
Video Performance	<u>10 bit</u>
Signal to Voice Ratio (weighted)	
via quiet line	75 dB
via shallow ramp	67 dB
Freq. Response (multiburst)	
4.2 MHz	+/-0.10 dB
6.1 MHz	+3/-1.0 dB
6.2 MHz	+3/-3.0 dB
Chrominance to Luminance	
Gain Inequality	1.3%
Delay Inequality	15 nsec.
Intermodulation	1.0%
Chrominance	
Non-Linear Gain	+/- 1 IRE
Non-Linear Phase	+/- 1.0°

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12.5 Video Ring Service (Cont'd)

Customer Name: Turner Broadcasting System, Inc.
Location: Atlanta, Georgia
Case No.: GA 94-1651-04

12.5.22 CODEC/Service Specifications (Cont'd)

Video/Audio Encoders/Decoder (Cont'd)

Video (Cont'd)

Luminance Non-Linearity	1.2%
Differential Gain	1.2%
Differential Phase	0.5°
Short-Time Waveform Distortion	1.0%
Line-Time Waveform Distortion	0.5%
Field-Time Waveform Distortion	2 IRE
Long-Time Waveform Distortion (bounce)	3 IRE/1 sec.

Baseband Audio 16 bit/channel

Number of Channels	0, 2, 4 for 10 bit encoding
Peak Level	5 dBm, min; 18 dBm, max
Impedance	600 ohm/150 ohm, balanced
Sampling Frequency	41.88 kHz
Signal to Idle Channel Noise Ratio 70 dB SINAD (10 Hz-19.5 kHz)	85 dB min. (10 Hz-20 kHz)
Total Harmonic Distortion	0.03%
Freq. Response (ref. 400 Hz)	
30 Hz to 19.0 kHz	+/- .3 dB
15 Hz to 19.2 kHz	+.3/- 1.0 dB
8 Hz to 19.8 kHz	+.3/- 3.0 dB
Full Scale Level	+18 dBm; 600 ohm bal.
Channel Separation	>90 dB @ 1 kHz >75 dB @ 20 KHz
Delay Match (dual channel opt)	.7 usec (4° @ 15 kHz)
Amplitude Match	+/- .2 dB (30 Hz- 19 kHz)
Audio/Video Delay	2.272 msec. maximum 1.514 msec. typical
Intermodulation Distortion	<.05%