

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company

2.1.1 Scope

- (A) The Telephone Company does not undertake to transmit messages under this guidebook.
- (B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the service it provides.
- (C) The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this guidebook.
- (E) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this guidebook.

2.1.2 Limitations

- (A) The customer may not assign or transfer the use of services provided under this guidebook, except as provided herein. Where there is no interruption of use or relocation of the services, such assignment or transfer may be made for all services, to:
 - (1) Another customer whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
 - (2) A court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company

2.1.2 Limitations

(A) (Cont'd)

(2) (Cont'd)

In all cases of assignment of transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer. Such acknowledgment shall be made within 15 days from the receipt of notification. All conditions and conditions contained in this guidebook shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

(B) The use and restoration of services shall be in accordance with Part 64, Subpart D, and Part 64, Appendix A, of the Federal Communications Commission's Rules and Conditions, which specifies the priority system for such activities.

(C) Subject to compliance with the rules mentioned in Section 2.1.2(B), the services offered herein will be provided to customers on a first-come, first-served basis. (T)

2.1.3 Liability

The following liability provisions apply for all services except BellSouth Virtual Expanded Interconnection Service. Liability provisions for BellSouth Virtual Expanded Interconnection arrangements are contained in 20.26 following.

(A) The Telephone Company's liability, if any, for its willful misconduct is not limited by this guidebook. With respect to any other claim or suit, by a customer, or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of Sections 2.1.3(B) through (H), 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. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this guidebook as a Credit Allowance for a Service Interruption. (T)
(T)

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company

2.1.3 Liability

- (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 customer 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.
- (D) The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this guidebook, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
 - (2) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;
 - (3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this guidebook.
- (E) The Telephone Company shall be indemnified, defended and held harmless by the IC against any claim, loss or damage arising from the IC's use of services offered under this guidebook, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the IC's own communications;
 - (2) Claims for patent infringement arising from the IC's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company

2.1.3 Liability

(E) (Cont'd)

- (3) All other claims arising out of an act or omission of the IC in the course of using services provided pursuant to this guidebook.
- (F) The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.
- (G) No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this guidebook. The Telephone Company will defend the customer against claims of patent infringement arising solely from the services offered under this guidebook and will indemnify such customer for any damages awarded based solely on such claims.
- (H) The Telephone Company's failure to provide or maintain services under this guidebook shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in Section 2.4.4.

(T)

2.1.4 Provision of Services

The Telephone Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Telephone Company's Telephone Exchange Services, will provide to the customer upon reasonable notice services offered in other applicable sections of this guidebook at rates and charges specified therein.

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company

2.1.5 Installation and Termination of Services

The Access Services provided under this guidebook (A) will include any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location inside a customer-designated premises and (B) will be installed by the Telephone Company to such Point of Termination. Each Access Service has only one Point of Termination per customer premises. Any additional terminations beyond such Point of Termination is the sole responsibility of the customer. The Point of Termination is an inherent part of Special Access (a.k.a. BellSouth SPA) services, therefore, the preceding does not preclude the customer's ability to have each Point of Termination moved, as set forth in Part 11, Sections 6.7.7 and 7.4.5, for Special Access (a.k.a. BellSouth SPA) services, respectively. (T) (T)

2.1.6 Maintenance of Services

The services provided under this guidebook shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to F.C.C. Part 68 Conditions at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this guidebook, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Section 7. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements. (D)

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company

2.1.8 Refusal and Discontinuance of Service

- (A) Unless the provisions of Sections 2.2.1(B) or 2.5 apply, if a customer fails to comply with Sections 2.1.6, 2.2.2, 2.3.1, 2.3.4, 2.3.5, 2.3.10 or 2.4, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) calendar days written notice by Certified U.S. Mail or Overnight Delivery to the person designated by that customer to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying customer 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 customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the noncomplying customer without further notice. (D)
- (B) Unless the provisions of Sections 2.2.1(B) or 2.5 apply, if a customer fails to comply with Sections 2.1.6, 2.2.2, 2.3.1, 2.3.4, 2.3.5, 2.3.10 or 2.4, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) calendar days written notice by Certified U.S. Mail or Overnight Delivery to the person designated by that customer to receive such notices of noncompliance, discontinue the provision of the services to the noncomplying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, 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 customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the noncomplying customer without further notice. (D)

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company

2.1.8 Refusal and Discontinuance of Service

(C) In addition to and not in limitation of the provisions of Sections 2.1.8(A) and 2.1.8(B), unless the provisions of Sections 2.2.1(B) or 2.5 apply, if a customer fails to comply with Sections 2.4.1(A) or with 2.4.1(B)(3), including any payments to be made by it on the dates and times herein specified, the Telephone Company may take the actions specified in Sections 2.1.8(A) and 2.1.8(B) on fifteen (15) calendar days written notice, such notice period to start the day after the notice is rendered by Certified Mail or Overnight Delivery, if the customer has not complied with respect to amounts due in a subject bill and either: (T)

(1) The Telephone Company has within (7) business days of the subject bill date:

- a. Mailed via the United States Postal Service (USPS) to the customer the subject bill in paper or CDROM form, or
- b. Overnight service delivered to the customer the subject bill in Magnetic Tape form, or
- c. Electronically Transmitted to the customer the subject bill.

The Telephone Company will maintain records sufficient to validate the date upon which a subject bill was rendered to the customer.

(2) The Telephone Company has rendered the subject bill, using one of the media described in (1) above, to the customer more than thirty (30) calendar days before notice under this section has been rendered.

In all other cases, the Telephone Company will give thirty (30) calendar days written notice pursuant to Sections 2.1.8(A) or 2.1.8(B). Action will not be taken with regard to the subject bill if the customer cures the noncompliance prior to the expiration of the fifteen (15) or thirty (30) calendar day notice period, as applicable. (T)

(D) If the National Exchange Carrier Association, Inc. notifies the Telephone Company in writing that the Customer has failed to comply with (T)

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company

2.1.8 Refusal and Discontinuance of Service

(D) (Cont'd)

Section 8 of National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5, including any Customer's failure to make payments on the date and time specified therein, the Telephone Company, may, on thirty days' written notice to the Customer by Certified U.S. Mail, take any of the following actions: - (1) refuse additional applications for service and/or (2) refuse to complete any pending orders for service and/or (3) discontinue the provision of existing service(s) to the Customer. In the case of discontinuance, all applicable charges, including termination charges, shall become due and payable to the Company in immediately available funds.

(D)

(D)

2.1.9 Reserved for Future Use

(M)

2.1.10 Notification of Service-Affecting Activities

The Telephone Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

2.1.11 Coordination with Respect to Network Contingencies

The Telephone Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunication services.

This includes developing plans for originating or terminating traffic associated with mass calling events directed to end users served from specific end offices. Where it is determined that such non-random calling generates

(M)

Material on this page previously appeared on Original Page 8

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company

2.1.11 Coordination with Respect to Network Contingencies

problems on the Telephone Company's Common Transport network, the Telephone Company will work cooperatively with the customer to relieve the traffic congestion. Remedial measures may include isolation of the customer from the Telephone Company network in the impacted area for the duration of the problem or until the customer notifies the Telephone Company that the problem has been resolved.

2.1.12 Provision and Ownership of Telephone Numbers

The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Service, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Telephone Company will furnish to the customer 6 months notice, by certified U.S. Mail, of the effective date and an explanation of the reason(s) for such change(s).

2.1.13 Metropolitan Statistical Area Access Services

For the Metropolitan Statistical Areas (MSAs) in which the Telephone Company has received Phase II pricing flexibility, pursuant to Subpart H of Part 69 of the Commission's Rules, Part 11, Section 23 of this Guidebook governs the offering of service in these MSAs.

2.1.14 Reserved for Future Use

(N)

Certain material previously appearing on this page now appears on 3rd Revised Page 10.

ACCESS SERVICE

2 - General Conditions

2.1 Undertaking of the Telephone Company

2.1.15 TDM to IP Transition

(A) As a result of evolving network technology, the Telephone Company is able to offer new, advanced services. At the same time, certain older services will no longer be available in some geographic areas, as those services are no longer technically or economically feasible. The table below identifies services that have been withdrawn, by wire center and exchange, along with additional information related to these service withdrawals.

(1) Withdrawn Services Effective September 20, 2017

<u>Product Name</u>		<u>Section</u>
<u>Wire Center</u>	<u>Exchange</u>	
- Metallic (aka BellSouth SPA Metallic) Service		7.2.1
GTBGTNMT	Gatlinburg	
- Telegraph Grade (aka BellSouth SPA Telegraph) Service		7.2.2
GTBGTNMT	Gatlinburg	
- Voice Grade (aka BellSouth SPA DS0 VG) Service		7.2.3
GTBGTNMT	Gatlinburg	
- Program Audio (aka BellSouth SPA Program Audio) Service		7.2.4
GTBGTNMT	Gatlinburg	
- Digital Data Access (aka BellSouth SPA DS0 Digital Data) Service		7.2.8
GTBGTNMT	Gatlinburg	
- High Capacity (aka BellSouth SPA High Capacity) Service (at 64.0 kbps, 3.152 and 6.312 Mbps)		7.2.9
GTBGTNMT	Gatlinburg	
- Derived Data Channel (aka BellSouth SPA Derived Data Channel) Service		7.2.12
GTBGTNMT	Gatlinburg	

ACCESS SERVICE

2 - General Conditions

2.2 Use

2.2.1 Interference or Impairment

- (A) 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 guidebook 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. (M)
- (B) 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 Section 2.2.1(A), the Telephone Company will, where practicable, notify the customer 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 customer 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, the credit allowance for service interruptions as set forth in Sections 2.4.4(A) and (B) is not applicable. (M)

2.2.2 Unlawful Use

The service provided under this Guidebook shall not be used for an unlawful purpose.

Certain material on this page previously appeared on Original Page 9.

Certain material previously appearing on this page now appears on 1st Revised Sheet 11.

ACCESS SERVICE

2 - General Conditions

2.2 Use

(M)

2.2.3 Commingling

(A) Except as provided in Section 51.318 of the Federal Communications Commission's rules, telecommunications carriers who obtain unbundled network elements (UNEs) or combinations of UNEs pursuant to a Statement of Generally Available Terms, under Section 252 of the Act, or pursuant to an interconnection agreement with the Telephone Company, may connect, combine, or otherwise attach such UNEs or combinations of UNEs to Access services purchased under this Guidebook except to the extent such agreement explicitly:

(1) prohibits such commingling; or

(2) requires the parties to complete the procedures set forth in the agreement regarding change of law prior to implementing such commingling.

(B) The rates, terms, and conditions of this Guidebook will apply to the Access Services that are commingled. As clarification, but not to modify the foregoing sentence, any Access Services purchased pursuant to rates, terms or conditions provided in any agreement that modifies or varies from the rates, terms and conditions of this Guidebook are not available for commingling, except to the extent such agreement explicitly allows commingling.

(C) UNEs or combinations of UNEs that are commingled with Access Services are not included in the shared use provisions of this Guidebook.

(M)

2.3 Obligations of the Customer

2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this guidebook caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

Certain material on this page previously appeared on 2nd Revised Page 10.

ACCESS SERVICE

2 - General Conditions

2.3 Obligations of the Customer

2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Telephone Company to provide service under the provisions of this guidebook shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this guidebook at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Telephone Company services.

2.3.4 Availability for Testing

The services provided under this guidebook 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.

2.3.5 Balance

All signals for transmission over the services provided under this guidebook shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

2.3.6 Design of Customer Services

Subject to the provisions of Section 2.1.7, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or

(T)

ACCESS SERVICE

2 - General Conditions

2.3 Obligations of the Customer

2.3.6 Design of Customer Services

procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.7 References to the Telephone Company

The customer may, in response to direct customer inquiry, advise End Users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to End Users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services. Names of Telephone Company services and Service Marks or Trademarks owned by BellSouth Intellectual Property Corporation may not be used by any entity obtaining services pursuant to this guidebook except under an express, written, license agreement with the Telephone Company or BellSouth Intellectual Property Marketing Corporation.

2.3.8 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this guidebook, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or demands including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this guidebook, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this guidebook; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.

2.3.9 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

ACCESS SERVICE

2 - General Conditions

2.3 Obligations of the Customer

2.3.10 Reserved for Future Use

2.3.11 Reserved for Future Use

2.3.12 Reserved for Future Use

2.3.13 Sectionalization - Trouble Reporting

The customer will be responsible for reporting troubles, sectionalized to Telephone Company facilities and/or equipment. When troubles cannot be clearly sectionalized to the Telephone Company facilities and/or equipment, the Telephone Company will test cooperatively or independently to assist in trouble sectionalization.

Responsibility for payment of additional charges will apply as set forth in Section 13.

2.3.14 Reserved for Future Use

2.3.15 Utilization of Alternative Access Providers

When the customer of record for an access service utilizes the service(s) of an alternative access provider, it will be the obligation of the customer to monitor the actions of the alternative access provider to insure that the customer's desired service interconnections and grades of service are maintained.

.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

- (A) The Telephone Company will, in order to safeguard its interests, only require a customer which has a proven history of late payments to the Telephone Company or does not have established credit to make a deposit prior to or at any time after the provision of a service to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges.

The Telephone Company will notify the customer of a deposit requirement by Certified Mail or Overnight Delivery. The customer will be required to make payment of such deposit prior to the provision of new service in those cases where the customer has not established credit with the Telephone Company, or otherwise within fifteen (15) business days of such notice for customers with existing services. Such notice period will start the day after the notice is rendered by Certified Mail or Overnight Delivery.

No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's conditions as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded.

Such a deposit will be refunded or credited to the customer's account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In the case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive simple interest at the rate of 1.5% per month (.0004931 per day) or 18% annually. The rate will be calculated from the date the customer's deposit is received by the Telephone Company up to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

- (B) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this guidebook attributable to services established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. (C)

Ordering and provisioning procedures may vary, and therefore Meet-Point rate elements and charges may not be applicable, when the other ILEC involved in the Meet-Point arrangement is an AT&T ILEC.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

(B) (Cont'd)

(3) Payment Due Date

- (a) All bills dated as set forth in Section 2.4.1(B)(2) for service, other than End User Access Service, provided to the customer by the Telephone Company 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 federal observed Holiday (e.g., New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day), payment for such bills will be due from the customer as follows: (T) (C)

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

Payment for Federal Government customers will be in compliance with the Federal Acquisition Conditions Clause 52.232-25 - Prompt Payment.

- (b) Further, if any portion of the payment is received by the Telephone Company after the payment due date as set forth in Section 2.4.1(B)(3)(a), 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 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 simple interest at the rate of 1.5% per month (.0004931 per day) or 18% annually. The late payment for Federal Government customers shall be in compliance with the Federal Acquisition Conditions Clause 52.232-25 - Prompt Payment. (T) (T)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

(B) (Cont'd)

(3) (Cont'd)

(c) Payment of Rates, Charges and Deposits

In the event of a billing dispute, the customer 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 customer 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 customer 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 customer as follows.

If the dispute is resolved in favor of the Telephone Company and the customer 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 customer 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 (b) preceding.

If the dispute is resolved in favor of the customer and the customer 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 customer and the customer has paid the disputed amount, the customer will receive a credit from the Telephone Company for the disputed amount times a penalty factor as set forth preceding. The penalty factor shall be simple interest at the rate of 1.5% per month (.0004931 per day) or 18% annually. (C)
(C)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

- (C) 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 guidebook will be prorated based on the number of days the customer 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.

- (D) When a rate as set forth in this guidebook is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

(E) The Telephone Company and the customer shall work cooperatively to resolve the dispute. (T)

If additional information from the customer would assist in resolving the dispute, the customer may be requested to provide additional information relevant to the dispute and reasonably available to the customer. This data may include, but is not limited to, usage data summarized by time of day. The request for such additional information shall not affect the dispute date established pursuant to Section 2.4.1(F). (T)
(T)
(T)
(D)

(F) When more than one copy of a customer bill for services provided under the provisions of this guidebook is furnished to the customer, an additional charge applies for each additional copy of the bill as set forth in Section 13.3.6. (T)
(T)

(G) The dispute date is the date the customer 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 customer: (T)

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

- The nature of the dispute (i.e., incorrect rate, incorrect circuit type etc.), including the basis for the customer's belief that the bill is incorrect. (T)
- The billing account number(s) assigned by the Telephone Company. (T)
- The amount of money in dispute. (T)
- The date of the bill in dispute. (T)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

(H) For purposes of Section 2.4.1(B)(3)(c), the resolution date is the date (T)
on which the Telephone Company completes the investigation of the
dispute, and the Telephone Company's service representative notifies
the customer of the disposition and notes the customer's account or
when the Telephone Company forwards the amount of credit to the
customer, depending upon customer preference.

(I) At the option of the customer, all nonrecurring charges associated with
a Standard or Negotiated Interval Access Order may be billed over a
three month period subject to the following:

- 50% of the total nonrecurring charges will be billed in the first
monthly billing period after the charges are incurred, and 25% of
the total nonrecurring charges plus an Extended Billing Plan Charge
will be billed in each of the following two monthly billing
periods.
- The Extended Billing Plan Charge is calculated at a rate of 1.0%
per month or 12% annually, on the remaining balance of the
nonrecurring charges.
- The customer must request extended billing on or before the
Application Date, as set forth in Section 5.1.1, for a Standard or (T)
Negotiated Interval Access Order.
- If the customer disconnects service before the expiration of the
plan period, all unbilled charges plus the Extended Billing Plan
Charge, if applicable, will be included in the final bill rendered.
- If the customer fails to make any of the payments on the payment
due date as set forth in Section 2.4.1(B)(3)(a), late payment (T)
charges as specified in Section 2.4.1(B)(3)(b) will apply. (T)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

(J) When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate receipts are imposed by certain taxing jurisdictions upon the Telephone Company, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis except where such Customers are exempt from the tax. The amount of charge that is prorated to each Customer's bill is determined by the interstate telecommunications services provided to and billed to a Customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Telephone Company. The taxing jurisdictions in which the charges will be applicable are:

<u>Jurisdiction</u>	<u>Tax Factors</u>
State of Kentucky (Gross Revenues Tax Surcharge)	1.31%
Georgia municipalities listed below	3%
Atlanta	
Macon	
South Carolina municipalities listed below	1%
Aiken	
Allendale	
Anderson	
Arcadia Lakes	
Bamberg	
Barnwell	
Batesburg/Leesville	
Belton	
Bennettsville	
Blacksburg ¹	
Blenheim	
Blythewood	
Burnettown	
Calhoun Falls	
Camden	
Carlisle	
Cayce	
Central	
Central Pacolet	
Chapin	

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

(J) Cont'd

<u>Jurisdiction</u>	<u>Tax Factor</u>
South Carolina municipalities listed below	1%
Charleston	
Cheraw	
Clemson	
Clinton	
Clio	
Clover	
Columbia	
Cope	
Cordova	
Cowpens	
Darlington	
Denmark	
Dillon	
Duncan	
Easley ¹	
Eastover	
Edgefield	
Edisto Beach	
Elgin	
Florence	
Folly Beach	
Forest Acres	
Fountain Inn	
Gaston	
Goose Creek	
Govan	
Greenville	
Greer	
Hanahan	
Hartsville	
Hickory Grove	
Hilda	
Hollywood	
Honea Path	
Irmo	
Isle of Palms	
Iva	
Johnston	
Jonesville	
Kiawah Island	

(N)

Note 1: Effective in this jurisdiction on April 1, 2009.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

(J) Cont'd

<u>Jurisdiction</u>	<u>Tax Factor</u>
South Carolina municipalities listed below	1%
Lake View	
Landrum	
Latta	
Lexington	
Liberty	
Lincolnvile	
Little Mountain	
Lyman	
Marion	
Mauldin	
McColl	
McConnells	
Monetta	

(N)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

(J) Cont'd

<u>Jurisdiction</u>	<u>Tax Factor</u>
South Carolina municipalities listed below	1%
Mt. Pleasant	
Mullins	
Myrtle Beach	
New Ellenton	
Newberry	
Nichols	
Norris	
North Augusta	
North Charleston	
Orangeburg	
Pacolet	
Peak	
Pelzer	
Pendleton	
Pickens	
Pine Ridge	
Pomaria	
Prosperity	
Quinby	
Ravenel	
Reevesville	
Reidville	
Ridgeland	
Ridgeville	
Rowesville	
Salem	
Salley	
Seabrook Island	
Sellers	
Seneca	
Sharon	
Six Mile ¹	
Smyrna	
Snelling	
Society Hill	
South Congaree	
Spartanburg	
Springdale	
Springfield	
St. George	
Stuckey	
Sullivan's Island	
Summerville	
Tatum	
Timmonsville	
Travelers Rest	
Trenton	

(N)

Note 1: The tax will become effective February 1, 2009.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

(J) Cont'd

<u>Jurisdiction</u>	<u>Tax Factor</u>
South Carolina municipalities listed below	1%
Ulmer	
Union	
Walhalla	
Wellford ¹	
West Columbia	
West Pelzer	
West Union	
Westminister	
Whitmire	
Williamston	
York	

(N)

2.4.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except where otherwise stated for services in this guidebook.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable whether the service is used or not as follows:

- When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.

Note 1: Effective in this jurisdiction on April 1, 2009.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an Access Order for Special Access service, (a.k.a. BellSouth SPA) are set forth in Section 5 of this guidebook.

2.4.4 Credit Allowance for Service Interruptions

(A) General

A service is considered interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this guidebook or in the event that the protective controls applied by the Telephone Company result in the loss of use of the service by the customer. An interruption period starts when the customer reports the interruption to the Telephone Company, and ends when the service is operative.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.4 Credit Allowance for Service Interruptions

(B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:

(1)

The credits will apply no more than once per month and the total of all credits, including those provided in other sections of this Guidebook, shall not exceed the monthly rate for the service. The monthly charges used to determine the credit shall be as follows:

- (a) The monthly charge shall be the total of all the monthly rate element charges associated with the highest level inoperative channelized service:
 - For Special (a.k.a. BellSouth SPA) two-point services: two Local Channels, Interoffice Channel and Optional Features and Functions.
- (b) For multipoint services, the monthly charge shall be only the total of all the monthly rate element charges associated with the highest level channelized service for that portion of the service that is inoperative (i.e., a local channel per customer premises, interoffice channel and optional features and functions).
- (c) For Special Access (a.k.a. BellSouth SPA) channelized services, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the highest level channelized service that is inoperative.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances2.4.4 Credit Allowance for Service Interruptions(B) When a Credit Allowance Applies

(1) (Cont'd)

(c) (Cont'd)

When the facility which is channelized or the Basic Channelization System itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the highest level channelized service (i.e., the local channel, interoffice channel, central office channel interface(s) and any optional features and functions, including the Basic Channelization System on the facility to the Hub. When the service which rides a channel of the channelized facility is inoperative (assuming the highest level channelized service is still operative) the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the lower level inoperative service from the Hub to a customer premises (i.e., local channels, interoffice channel, central office channel interface(s), and optional features and functions). For channelized service ordered under the Shared Network Arrangement, certain record keeping complexities necessitate that the host subscriber as well as each service user notify BellSouth Telecommunications of any service outage in order to receive a credit allowance.

(T)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.4 Credit Allowance for Service Interruptions

(B) When a Credit Allowance Applies

(2) For Broadcast Quality SDI Video (a.k.a. BellSouth SPA Broadcast Quality Video) Special Access service, no credit shall be allowed for an interruption of less than 30 seconds. The customer shall be credited for an interruption of 30 seconds or more as follows:

(a) For two-point services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues.

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

(b) For multipoint services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for all channel terminations, channel mileages and optional features and functions that are inoperative for each period of 5 minutes or major fraction thereof that the interruption continues.

(T)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances2.4.4 Credit Allowance for Service Interruptions(B) When a Credit Allowance Applies

(2) (Cont'd)

- (d) For multipoint services, when daily rates are applicable, the credit shall be at the daily rate of 1/288 of the daily charges for each channel termination, channel mileage and optional features and functions that is inoperative for each period of 5 minutes or major fraction thereof that the interruption continues.
 - (e) For multipoint services, the credit for the monthly or daily charges includes the charges for the distribution amplifier only when the distribution amplifier is inoperative.
 - (f) When two or more interruptions occur during a period of 5 consecutive minutes, such multiple interruptions shall be considered as one interruption.
- (3) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed (a) the sum of the monthly rates or (b) the assumed minutes of use charge for the service interrupted in any one monthly billing period.
 - (4) For certain Special Access (a.k.a. BellSouth SPA) services, any period during which the error performance is below that specified for the service will be considered as an interruption.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.4 Credit Allowance for Service Interruptions

(B) When a Credit Allowance Applies

(5)

- (a) For Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing) service (a.k.a. BellSouth SPA Dedicated Ring) and BellSouth Dedicated Ring, a credit for a service interruption shall apply when a single failure of the Telephone Company's equipment occurs resulting in a service outage of the entire system and the system does not automatically self-heal around the point of failure within one (1) second. No credit shall apply unless the customer reports the service interruption 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. The credit shall equal the total of all the monthly charges for the highest level inoperative channelized service provided, however, no more than one credit shall apply per any given rate element for any given month regardless of the number of interruptions occurring during that month. In Shared Network Arrangements as defined in this guidebook, with OC-3 SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) and BellSouth Dedicated Ring credit does not apply to the DS1 facility and/or DS1 Channel Interfaces of the connecting service user.
- (b) For service interruptions of individual channel interfaces on a SMARTRing service, (a.k.a. BellSouth SPA Dedicated Ring) and a BellSouth Dedicated Ring, and for interruptions of Basic Shared Ethernet LAN Access Links on a SMARTRing service, (a.k.a. BellSouth SPA Dedicated Ring), which do not constitute a total ring failure, credit shall be allowed for interruptions of one minute or more. The credit shall apply when the customer reports the interruption to the Telephone Company. The credit shall be at the rate of 1440/1440 of the monthly charge for the service element. Credit allowance limitation shall be in accordance with Section 2.4.4.B) (4).

(D)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.4 Credit Allowance for Service Interruptions

(B) When a Credit Allowance Applies

(b) (Cont'd)

For all other service interruptions resulting from a failure of the Telephone Company's equipment for services connecting to a SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), and BellSouth Dedicated Ring, credit shall be allowed for an interruption of 30 minutes or more. The credit will begin when the customer reports the interruption to the Telephone Company. This credit shall be at the rate of 1/1440 of the total monthly charges assessed for that portion of the highest level channelized service that is interrupted for each period of 30 minutes or major fraction thereof that the interruption continues.

(c) Credit allowances will not apply if service is interrupted during customer requested upgrades and/or additions to the SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), and BellSouth Dedicated Ring, or during customer requested rearrangements.

(6) Credit allowances for service interruptions on LightGate service (a.k.a. BellSouth SPA Point to Point Network) DS1 channel interfaces) will be based on

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.4 Credit Allowance for Service Interruptions

(B) When a Credit Allowance Applies

(6) (Cont'd)

the wire center group assignment of the customer's serving wire center, (see Group 1 wire Center list following).

Credit Allowance Schedule
Group Wire Centers

<u>Interruption Period</u>	<u>Credit Per Interruption</u>
<u>30 Minutes to 150 Minutes</u> All	360/1440
<u>151 Minutes to 210 Minutes</u> All	720/1440
<u>211 Minutes or More</u> All	1440/1440

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.4 Credit Allowance for Service Interruptions

(B) When a Credit Allowance Applies

(6) (Cont'd)

BELLSOUTH GROUP 1 WIRE CENTERS

ATLNGAAC	BRHMALOM	CLMASCSU	JCSNMSCP
ATLNGAAD	BRHMALOX	CLMASCSW	JCSNM SMB
ATLNGABH	BRHMALRC	COCYFL13	JCSNM SNR
ATLNGABU	BRHMALTA	DNWDGAMA	JCSNM SPC
ATLNGACD	BRHMALVA	DRBHFLMA	JCSNM SRW
ATLNGACS	BRHMALWE	FTLDFLAP	JCSNM STR
ATLNGAEL	BRHMALWL	FTLDFLCR	JCVLFLAR
ATLNGAEP	BYBHFLMA	FTLDFLCY	JCVLFLBW
ATLNGAFP	CHMBGAMA	FTLDFLFT	JCVLFLCL
ATLNGAGC	CHRLNCBO	FTLDFLJA	JCVLFLFC
ATLNGAGR	CHRLNCCA	FTLDFLMA	JCVLFLIA
ATLNGAHR	CHRLNCCE	FTLDFLOA	JCVLFLJT
ATLNGAIC	CHRLNCCR	FTLDFLPL	JCVLFLLF
ATLNGALA	CHRLNCDE	FTLDFLSG	JCVLFLNO
ATLNGANW	CHRLNCER	FTLDFLSU	JCVLFLOW
ATLNGAPP	CHRLNCLP	FTLDFLWN	JCVLFLPP
ATLNGASS	CHRLNCLX	GNBONCAP	JCVLFLRV
ATLNGATH	CHRLNCMI	GNBONCAS	JCVLFLSJ
ATLNGAUY	CHRLNCMO	GNBONCEU	JCVLFLSM
ATLNGAWD	CHRLNCOD	GNBONCHO	JCVLFLWC
ATLNGAWE	CHRLNCRE	GNBONCLA	LKWOF LAJ
BCRTFLBT	CHRLNCSH	GNBONCMC	LLBNGAMA
BCRTFLMA	CHRLNCTH	GNBONCPG	LSVLKY26
BCRTFLSA	CHALNCUN	GRNRNCJB	LSVLKY53
BRHMALBH	CLMASCAR	GTWSTNSW	LSVLKYAN
BRHMALCH	CLMASCBQ	HLWDFLHA	LSVLKYAP
BRHMALCP	CLMASCCH	HLWDFLMA	LSVLKYBE
BRHMALEL	CLMASCDF	HLWDFLPE	LSVLKYBR
BRHMALEN	CLMASCFI	HLWDFLWH	LSVLKYCS
BRHMALEW	CLMASCPA	JCBHFLAB	LSVLKYCW
BRHMALFO	CLMASCSA	JCBHFLMA	LSVLKYFC
BRHMALFS	CLMAS CSC	JCBHFLSP	LSVLKYHA
BRHMALHW	CLMASCSH	JCSNM SBL	LSVLKYJT
BRHMALMT	CLMASCSN	JCSNM SCB	LSVLKYOA

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.4 Credit Allowance for Service Interruptions

(B) When a Credit Allowance Applies

(6) (Cont'd)

BELLSOUTH GROUP 1 WIRE CENTERS

LSVLKYSH	MMPHTNCK	NSVLTNCD	ORLDFLSA
LSVLKYSL	MMPHTNCT	NSVLTNCH	PMBHFLFE
LSVLKYSM	MMPHTNEL	NSVLTNDO	PMBHFLMA
LSVLKYTS	MMPHTNFR	NSVLTNGH	PMBHFLNP
LSVLKYVS	MMPHTNGT	NSVLTNHH	PMBHFLTA
LSVLKYWE	MMPHTNHP	NSVLTNIN	RLGHNCDU
MIAMFLAE	MMPHTNMA	NSVLTNMC	RLGHNCGA
MIAMFLAF	MMPHTNMT	NSVLTNMT	RLGHNCGL
MIAMFLAL	MMPHTNOA	NSVLTNST	RLGHNCHO
MIAMFLAP	MMPHTNSL	NSVLTNUN	RLGHNCJO
MIAMFLBA	MMPHTNST	NSVLTNWC	RLGHNCMO
MIAMFLBC	MMPHTNWW	NSVLTNWM	RLGHNCSE
MIAMFLBR	MMPHTNZP	NWORLAAR	RLGHNCSC
MIAMFLCA	MNDRFLAV	NWORLAAV	RLGHNCSE
MIAMFLDB	MNDRFLLO	NWORLABM	RLGHNCSE
MIAMFLFL	MTGMAL11	NWORLACA	SMYRGAGP
MIAMFLGR	MTGMALBI	NWORLACM	SMYRGAMA
MIAMFLHL	MTGMALDA	NWORLAFR	SMYRGAPF
MIAMFLIC	MTGMALMB	NWORLAIY	TUKRGAMA
MIAMFLKE	MTGMALMT	NWORLALK	VRBHFLBE
MIAMFLME	MTGMALNO	NWORLAMA	VRBHFLMA
MIAMFLNM	MTRELABK	NWORLAMC	WCLMSCES
MIAMFLNS	MTRELARS	NWORLAMR	WCLMSCMA
MIAMFLOL	NDADFLAC	NWORLAMT	WPBHFLAA
MIAMFLPB	NDADFLBR	NWORLAMU	WPBHFLAN
MIAMFLPL	NDADFLGG	NWORLARV	WPBHFLGA
MIAMFLRC	NDADFLLOL	NWORLASC	WPBHFLGR
MIAMFLRR	NDADFLAT	NWORLASK	WPBHFLHH
MIAMFLSH	NRCRGAMA	NWORLASW	WPBHFLLE
MIAMFLSO	NSVLTNAA	ORLDFLAP	WPBHFLRB
MIAMFLWD	NSVLTNAP	ORLDFLCL	WPBHFLRP
MIAMFLWM	NSVLTNBK	ORLDFLMA	
MMPHTNBA	NSVLTNBV	ORLDFLPC	
MMPHTNBM	NSVLTNBW	ORLDFLPH	

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.4 Credit Allowance for Service Interruptions

(B) When a Credit Allowance Applies

- (7) Application of credits for service outages for LightGate service (a.k.a. BellSouth SPA Point to Point Network), (excluding DS1 channel interfaces), will be calculated as follows: credits will be applied to the monthly rate associated with each activated interface affected, after ratcheting adjustments to account for BellSouth SWA service, if any, for the highest level channelized service. For system level rate elements, credits applied to the monthly rate associated with the system, based upon the proportion which the interrupted Special Access, (a.k.a. BellSouth SPA) channels, in the system bear to the total activated Special Access (a.k.a. BellSouth SPA) channels, in the system. Where service interruptions of one minute or more per occasion occur, the credit applied shall be 1440/1440. Credit allowance limitations shall be in accordance with Section 2.4.4(B)(4).

(D)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.4 Credit Allowance for Service Interruptions

(B) When a Credit Allowance Applies

(8) (Cont'd)

Credit Allowance Schedule
Group 2 Wire Centers

<u>Interruption Period</u>	<u>Credit Per Interruption</u>
<u>30 Minutes to 150 Minutes</u> All 360/1440	
<u>151 Minutes to 210 Minutes</u> All	720/1440
<u>211 Minutes or More</u> All	1440/1440

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.4 Credit Allowance for Service Interruptions

(B) When a Credit Allowance Applies

(9) For Fast Packet Access Services, a service is considered interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this guidebook. An interruption period starts when the customer reports the interruption to the Telephone Company, and ends when the service is operative. Following are the credit allowances appropriate for Fast Packet Access Services; the credit allowance(s) for an interruption or for a series of interruptions shall not exceed the effective monthly rate for the Fast Packet Access Service.

(a) In case of an interruption to any Fast Packet Access Service (except as specified otherwise in Section 2.4.4(B)(9)(b)), the credit allowance for the period of the interruption, if not due to situations set forth in Section 2.4.4(C), shall be as follows: (T)

- For Exchange Access Frame Relay Service, Exchange Access and/or Exchange Access ATM Service, no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the interruption continues. (T)

For the service impacted by the service outage, the Fast Packet Access Service rate elements used to determine the credit allowance amount shall be as follows:

- All network interfaces

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.4 Credit Allowance for Service Interruptions

(B) When a Credit Allowance Applies

(9) (Cont'd)

(b) In case of an interruption to Managed Shared Frame Relay Service and/or Managed Shared ATM Service, a Service Continuity Credit as follows (instead of the standard Fast Packet Access Service credit allowance for outages set forth previously in (a)) shall apply for service outages according to the schedule provided below if the outage is not due to situations set forth in 2.4.4(C). The customer will be credited the percentage of his effective monthly rate for the MSFRS Connections or MSATMS Connections that are affected by the service interruption (i.e., effective monthly rate meaning the monthly rate discounted by the appropriate Fast Packet Savings Plan discount percentage, if applicable) based upon the period of the actual service outage as set forth in the following chart:

Duration of Service Outage	Service Continuity Credit Percentage
0 - 240 minutes	0%
241 - 360 minutes	33%
361 - 480 minutes	66%
Over 480 minutes	100%

For the services impacted by the service outage, the rate elements used to determine the Service Continuity Credit amount shall be as follows:

- For Managed Shared Frame Relay Service: MSFRS Connections
- For Managed Shared ATM Service: MSATMS Connections

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.4 Credit Allowance for Service Interruptions

(B) When a Credit Allowance Applies

(9) (Cont'd)

(c) In case of an interruption to Fast Packet Access Services subscribed with the Special Provisioning Feature, a Special Provisioning Credit as follows (instead of the standard Fast Packet Access Service credit allowance for outages set forth previously in (a) and (b)) shall apply for service outages if the outage is not due to situations set forth in 2.4.4.(C).

Except for network maintenance windows, if both circuits in a Special Provisioning service relationship fail at the same time and it is determined that both failed at the same time because diversity was not maintained in the Telephone Company's network, then the Telephone Company will provide a credit equal to one full month's charge for each circuit on the subsequent invoice. The credit itself will be equal to what the customer would have actually paid that month (credit is net of any FSP credits).

For the services impacted by the service outage, the rate elements used to determine the Special Provisioning Credit amount shall be as follows:

- For Exchange Access Frame Relay Service: XAFRS Network Interfaces
- For Exchange Access ATM Service: XAATMS Network Interfaces
- For Managed Shared Frame Relay Service: MSFRS Connections
- For Managed Shared ATM Service: MSATMS Connections
- Special Provisioning Feature Charges

(D)

(D)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances2.4.4 Credit Allowance for Service Interruptions(B) When a Credit Allowance Applies (Cont'd)

- (10) For BellSouth Wavelength Dedicated Ring Service, a credit for a service interruption involving the failure of ring level and/or wavelength channel service components shall apply. For a failure of one second or greater associated with ring level service components, the credit shall equal 100 percent of the current billed rate associated with the affected ring level components. For a service interruption of 30 minutes or greater associated with individual wavelength channels, the credit shall equal 100 percent of the current billed rate associated with the affected wavelength channel(s). All credit allowances shall begin from the time of notice by the customer to the Company and will end when the service is operative. A customer must report the outage in order to receive service outage credit. The total credit received in any month for each service component shall not exceed the monthly rate for the service component.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.4 Credit Allowance for Service Interruptions

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer, the customer's end user or the customer/end user's authorized agent.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of a service when the customer 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 was negotiated with the customer prior to the release of that service. Thereafter, a credit allowance as set forth in Section 2.4.4(B) applies. (T)
- (5) Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction. The period for which no credit allowance is made begins on the seventh day after the customer receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt by the Telephone Company of the customer's written authorization for such replacement.
- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) Periods of temporary discontinuance as set forth in Section 2.2.1(B). (T)
(D)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.4 Credit Allowance for Service Interruptions

(C) When a Credit Allowance Does Not Apply

- (8) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.
- (9) Periods of interruption as set forth in Section 13.3.1. (T)
- (10) Interruptions of a service due to commercial power failure.
- (11) Interruptions of a service due to labor difficulties, governmental orders, civil commotions, criminal action against the Telephone Company, acts of God, war, or other circumstances beyond the Telephone Company's control.
- (12) When the Telephone Company has identified a condition that requires maintenance, and the customer refuses to release the service to the Telephone Company for repair and a subsequent service interruption occurs.
- (13) Periods of interruption due to testing and/or repair during any maintenance window agreed to in advance by the customer and the Telephone Company in response to a customer reported trouble.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances(D) Use of an Alternative Service Provided by the Telephone Company

Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the customer must pay the guidebook rates and charges for the alternative service used.

(E) Temporary Surrender of a Service

In certain instances, the customer may be requested by the Telephone Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

2.4.5 Reestablishment of Service Following Fire, Flood or Other Occurrence(A) Nonrecurring Charges Do Not Apply

Charges do not apply for the reestablishment of service following a fire, flood or other occurrence attributed to an act of God provided that:

- (1) The service is of the same type as was provided prior to the fire, flood or other occurrence.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances2.4.5 Reestablishment of Service Following Fire, Flood or Other Occurrence(A) Nonrecurring Charges Do Not Apply

- (2) The service is for the same customer.
- (3) The service is at the same location on the same premises.
- (4) The reestablishment of service begins within 60 days after Telephone Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period.)

(B) Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premises pending reestablishment of service at the original location.

2.4.6 Title or Ownership Rights

The payment of rates and charges by customers for the services offered under the provisions of this guidebook does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

2.4.7 Billing of Access Service Provided by Multiple Companies

The Telephone Company will adhere to the standards for billing of access service by multiple companies that are set forth in reference documents Ordering and Billing Forum: Multiple Exchange Carrier Access Billing (MECAB) and Ordering and Billing Forum: Multiple Exchange Carrier Ordering and Design (MECOD).

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances2.4.7 Billing of Access Service Provided by Multiple Companies(B) Single Bill Arrangements(1) General

If agreed to by the Exchange Telephone Companies involved in the provision of the service, single bill arrangements will be provided for Special Access.

In the event that the Exchange Telephone Companies involved agree to change from one billing arrangement to another, the customer will be notified at least 30 days prior to the effective date of such change.

(2) Ordering

The customer shall place its access service request with each Exchange Telephone Company involved in the provision of the service.

(3) Rating and Billing of Service

The billing company will be as agreed to by the Exchange Telephone Companies involved in the provision of the service. The single bill arrangement may be provided under the following single bill alternatives if agreed to by such companies:

- (a) The billing company will bill and collect all appropriate charges in accordance with the Conditions, rates and charges in its Access Service guidebook, or

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.7 Billing of Access Service Provided by Multiple Companies

(B) Single Bill Arrangements

(3) Rating and Billing of Service

- (b) The billing company will bill and collect all appropriate charges in accordance with the rates and charges in its access guidebook, for the portion of the service it provides, and in accordance with the rates and charges of the access guidebooks of the other Exchange Telephone Companies involved, for the portion of the service which they provide, with the exception that the billing company's billing Conditions, (Conditions regarding deposits, late payments, late payment penalties, disputes, interest credits, and extended billing), shall apply. The Interconnection charge of the end office Telephone Company will apply. The bill will separately identify each company's rates and charges, or
- (c) The billing company will bill and collect all appropriate charges in accordance with the rates and charges in the access guidebooks of the other involved Exchange Telephone Companies, as forwarded to it by such companies for the portion of the service they provide, and in accordance with the rates and charges in its own access guidebook for the portion of the service it provides. The Interconnection charge of the end office Telephone Company will apply. The bill will separately identify each company's rates and charges.

For 2.4.7(B) (3) (b) and (c) above, the charges billed for the portion of service provided by this Telephone Company are determined as set forth in 2.4.7(C) (3) (a), (b) and (c). For 2.4.7(B) (3) (a) above, for nonrecurring charges, 100% of this Telephone Company's charge shall apply.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.7 Billing of Access Service Provided by Multiple Companies

(C) Multiple Bill Arrangements

(1) General

Separate bills will be rendered by the exchange telephone companies (T)
for Special Access if the administration of a single bill
arrangement, as set forth in Section 2.4.7(B), is not agreed upon by (T)
the companies involved. In the event that the exchange telephone (T)
companies involved agree to change from one billing arrangement to (T)
another, the customer will be notified at least 30 days prior to the
effective date of such change.

(2) Ordering

The customer shall place its access service request with each (T)
exchange telephone company involved in the provision of the service.

(3) Rating and Billing of Service

Each company will provide its portion of the Access Service based on
the conditions, rates and charges contained in its Access Service
guidebook, subject to the following rules, as appropriate:

(a) The charges billed by this company for mileage sensitive rate
elements, e.g., Special Access Service Interoffice Channel, are
determined as follows:

(i) The total mileage for the service is computed using V&H (T)
Coordinate Method set forth in National Exchange Carrier (T)
Association, Inc. Tariff F.C.C. NO. 4.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.7 Billing of Access Service Provided by Multiple Companies

(C) Multiple Bill Arrangements

(3) Rating and Billing of Service

(a) (Cont'd)

(ii) A billing factor is determined directly from National Exchange Carrier Association, Inc. Tariff F.C.C. NO. 4. (T)
(T)

(iii) This company's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for this company.

An example of this methodology is shown in Section 2.4.7(C) (4). (T)

(b) The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved:

(i) When rates and charges are listed on a per point of termination basis, this company's rates will be billed for the termination(s) within this company's operating territory.

(ii) When rates and charges are listed on a per unit basis, e.g., central office bridging or channelization, this company's rates and charges will apply for units located in this company's operating territory.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.7 Billing of Access Service Provided by Multiple Companies

(C) Multiple Bill Arrangements

(3) Rating and Billing of Service

(b) (Cont'd)

- (iv) When rates and charges are listed on a per service basis, this company's rates and charges are allocated based upon the ratio of points on the access circuit that this company owns, in relation to the total number of points on the circuit.
- (v) For Special Access Interoffice Channel fixed rates, 50% of this company's rate will apply for each end of the Interoffice Channel that this company provides.

For example:

If the Interoffice Channel fixed rate is \$11.80, and this company provides only one end of the Interoffice Channel, the rate would be 50% of \$11.80, or \$5.90.

If this company does not provide either end of the Interoffice Channel, this company's Interoffice Channel fixed rate shall not apply.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.7 Billing of Access Service Provided by Multiple Companies

(C) Multiple Bill Arrangements

(3) Rating and Billing of Service

- (c) For nonrecurring charges, 100% of this company's charge shall apply; provided, however, that for installation charges pursuant to Section 6.8.1(E), only 50% of this Company's installation charges will apply where, for trunk installations this Telephone Company owns neither the involved end office or access tandem, or for line side installations this Company does not own the Feature Group A dial tone office.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(A) Channel Services Payment Plan

(1) General

- (a) The conditions specified herein are applicable only to specific special access services as indicated in the rate conditions for such services in Section 7 of this guidebook.
- (b) The terms of this Channel Services Payment Plan (CSPP) apply to such specific special access services except as noted in the rate conditions for the given service.
- (c) The CSPP allows customers to pay stabilized monthly rates for fixed service periods selected by the customer. The five payment plans offered are Plans A, B, C and Plans 1 and 2. The applicable payment plans for a particular service are set forth in the Rate Conditions section applicable to that service.

The service period for each plan is shown below.

- Payment Plan A, service periods may be selected from 24 months to 48 months in length.
- Payment Plan B, service periods may be selected from 49 months to 72 months in length.
- Payment Plan C, service periods may be selected from 73 months to 96 months in length.
- Payment Plan 1, service periods may be selected from 12 months to 36 months in length.
- Payment Plan 2, service periods may be selected from 37 months to 60 months in length.

As of August 23, 1996, new LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) system installations must be ordered under Transport Payment Plan (TPP) arrangements as specified in Section 2.4.8(D).

(T)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(A) Channel Services Payment Plan

(1) General

- (d) When the customer renews a CSPP arrangement under Section 2.4.8(A)(7)(d) and the sum of months is greater than the number of months for which the service is available under a CSPP, the current rates for the longest payment plan available for that service will apply. At the expiration of existing CSPP arrangements for LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) customers must renew the service under a TPP arrangement as described under Section 2.4.8(D). Renewals of CSPP arrangements are not permitted. (T) (D)
- (e) When the customer orders service to be provided under a CSPP arrangement, the customer must designate to the Telephone Company the payment plan and the service period desired, e.g. Plan C and 84 Months.
- (f) Rates stabilized under a CSPP arrangement are exempt from Telephone Company initiated increases, however, decreases for any rate element will automatically be reflected in the rates charged to the customer.
- (g) At the expiration of existing Channel Services Payment Plan (CSPP) arrangements for LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) customers must renew the service under a TPP arrangement as described under Section 2.4.8(A)(7)(d). If the customer does not elect to either discontinue service or renew under a new TPP arrangement, service will be continued under month-to-month rates. (T)
- (h) Renewals for existing CSPP arrangements will not be available for LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) system installation on or after August 23, 1996. New LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) system installations on or after August 23, 1996, must be ordered under TPP arrangements.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(A) Channel Services Payment Plan

(2) Application of Rates

- (a) The stabilized monthly recurring rates applicable are those set forth in this guidebook for the particular service involved as of the Application Date, provided that the actual service date does not exceed the later of the following: (T)
- (1) the Service Date under a standard service interval, or
 - (2) the earliest date on which service can reasonably be made available to the customer by the Telephone Company.
- (b) If the customer desires a service date later than as provided in Section 2.4.8(A) (2) (a), the stabilized monthly recurring rates in effect at the time of the actual service date are applicable. (T)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(A) Channel Services Payment Plan

(3) Additions

- (a) Additions of services or rate elements, for activating spare or unused capacities of a service under a CSPP arrangement, must be activated at the same stabilized monthly recurring rates specified under the existing CSPP arrangement except for Sections 2.4.8(A)(3)(b) and 3(c). (T)
(T)
- (b) LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) CSPP customers must activate spare or unused channel interfaces under the same stabilized monthly recurring rates specified under the existing CSPP arrangement.
- (c) Increases in capacity of LightGate (a.k.a. BellSouth SPA Point to Point Network) systems and/or SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) channels and/or nodes are permitted under CSPP. Such changes may be made by converting the CSPP arrangement to a TPP arrangement as specified in Section 2.4.8(D). When a LightGate system (a.k.a. BellSouth SPA Point to Point Network) and/or a SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) channel and/or node is added to an existing CSPP arrangement, the payment plan will convert to a TPP arrangement as specified in Section 2.4.8(D). (T)
(T)

(4) Disconnects

- (a) When a service or rate element, included under a CSPP arrangement, is disconnected prior to expiration of the selected service period, termination liability charges apply as set forth in the rate conditions in this guidebook for such service. Remaining services or rate elements will not be affected by such disconnections.
- (b) When a guidebook service under a CSPP arrangement is disconnected prior to the expiration of a selected service period as a result of a customer requested change to a higher order of a separately guidebook service at the same location, termination liability charges will not apply when:

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances2.4.8 Optional Payment Plans(A) Channel Services Payment Plan(4) Disconnects

(b) (Cont'd)

- (1) the completed service period is 12 months, or 25% of the length of the originally selected CSPP service period, whichever is greater, and
- (2) the service period of the new CSPP arrangement for the higher order of service is equal to or longer than the remaining service period of the disconnected arrangement, 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) the capacity of the higher service is equal to or greater than the existing service. For converting LightGate service (a.k.a. BellSouth SPA Point to Point Network) to SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring) the capacity of the LightGate service (a.k.a. BellSouth Point to Point Network) is considered to be the quantity of DS3's activated on the LightGate service (a.k.a. BellSouth Point to Point Network).

For the purposes of determining a higher order of service, the following ranking will be used (Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) services=lowest, SMARTRing services (a.k.a. BellSouth SPA Dedicated Ring)=highest):

1. Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) Services
2. DS0 (a.k.a. BellSouth SPA DSO Digital Data) Services
3. DS1 (a.k.a. BellSouth DPA DS1) Services
following)
4. SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring)
5. LightGate service (a.k.a. BellSouth SPA Point to Point Network).
6. BellSouth SPA Managed Shared Network Service
7. SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring)
8. SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network)/BellSouth Managed Shared Ring service
9. SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring)

Customer requested conversion of any Special Access Service (a.k.a. BellSouth SPA) to the same or higher speed Fast Packet Access Service will be treated as an upgrade to a higher order of service and, as such, termination liability will not apply in accordance with conditions set forth herein.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(A) Channel Services Payment Plan

(5) Moves of Service Under CSPP

- (a) Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply as stated in Part 11, Section 7.4.5, except as provided in Section 2.4.8(A) (5) (c). (T)
- (b) Moves of service within the same building, where otherwise permissible under the provisions of this guidebook, will not constitute a disconnection of service for purposes of the application of termination liability charges. Nonrecurring charges specified in Part 11, Section 7.4.5 are applicable. (T)
- (c) Termination Liability Charges will not apply to customer requests for moves of service to a different building subject to the following conditions:
 - Moves of other CSPP services are subject to the conditions included in Part 11, Section 7.4.5. (D)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(A) Channel Services Payment Plan

(5) Moves of Service Under CSPP

(c) (Cont'd)

- The original and new premises locations must be in Telephone Company territory within the same state. (T)
- The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
- No lapse in billing will occur for moves of service under CSPP.
- Orders to disconnect the existing service and reestablish it at the new location must be related together and received by the Company at the same time.
- Any rate elements or quantities for local channels, interoffice channels, and/or optional features and functions from the original location that are not reestablished at the new location will be subject to applicable Termination Liability Charges.
- Any additions made at the new location will be handled in accordance with Section 2.4.8(A) (3). (T)
- All conditions and charges for changes made to the service coincident to the move will apply.
- All appropriate nonrecurring charges for moves of service, as specified in Part 11, Section 7.4.5, will apply. (T)
- Moves of service that involve a change from interstate to intrastate jurisdiction will not be treated as a disconnect of service with regard to termination liability charge application. The customer must subscribe to a payment arrangement offered in the appropriate intrastate tariff or guidebook which is equal to or greater than the remaining contract period. (T)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(A) Channel Services Payment Plan

(6) Requests for Changes in Length of Service Period

(a) Subsequent to the establishment of a CSPP arrangement, and prior to the completion of the selected service period for that arrangement, the CSPP arrangement may be replaced by a new CSPP arrangement at rates and charges in effect on the first day of service under the new CSPP arrangement, subject to the following conditions:

- No credit will be given for payments made under the original CSPP arrangement, except for credits allowed under Section 2.4.8(A) (9) (a) of this guidebook. (T)
- The service period selected for the new CSPP arrangement begins on the new CSPP effective date but not later than the expiration date of the CSPP being replaced.
- Nonrecurring charges will not be reapplied for existing services.
- If the new CSPP arrangement has a service period shorter in length than the time remaining under the service period for the existing CSPP arrangement, the change to the new CSPP arrangement constitutes a disconnection of the existing CSPP arrangement for which termination liability charges apply.

(7) Renewal Options

(a) When a service period under an existing CSPP arrangement is completed, the customer may select a new CSPP arrangement at rates and charges in effect on the first day of service under the new CSPP arrangement, continue service under the month-to-month rates, or discontinue service with no termination liability charge. If the customer does not elect to either discontinue service or continue service under a new CSPP arrangement, service will be continued under month-to-month rates.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(A) Channel Services Payment Plan

(7) Renewal Options

- (b) Any new services added to a customer's network or changes to existing services at the time of renewal will be subject to all appropriate nonrecurring charges.
- (c) When a customer renews a CSPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
- (d) Recognition of previous service will be given to customers who renew an existing CSPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new CSPP arrangement is equal to or greater than the remaining service period of the original CSPP arrangement. Recognition of previous service will be given to LightGate and/or SMARTRing CSPP customers who convert to TPP arrangements, as described in Section 2.4.8(D), provided the customer is the original customer of record at the time of transfer. (T)
- (e) Recognition of previous service will be given to month-to-month customers with a service date of January 1, 1992, or later who convert to a CSPP arrangement, provided the minimum service period has been met. For customers whose service date is January 1, 1992 or earlier, recognition will be given for the previous service back to January 1, 1992. For customers whose service date is later than January 1, 1992, recognition for the previous service will be given back to the actual service date.
- (f) To determine the appropriate CSPP Payment Plan for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of months of the proposed service period of the CSPP arrangement. For example, a CSPP arrangement for a 36 month service period under Plan A is renewed for 24 months with no changes at the end of the 36-month period. The sum of months for the completed and proposed service periods would equal 60 months and would be billed under Payment Plan B.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(A) Channel Services Payment Plan

(7) Renewal Options

(f) (Cont'd)

Another example is a month-to-month customer, in service for 15 months, who wishes to convert to a 60-month CSPP arrangement with no changes. The combined service period of the Month-to-Month arrangement and the CSPP arrangement is equal to 75 months, which would be billed under Payment Plan C.

(8) Transfer of Service

(a) Service transferred to a new customer at the same location in accordance with Section 2.1.2 does not constitute a disconnect of service or a discontinuance of an existing CSPP arrangement. (D)

(9) Prepayment

(a) Effective October 15, 2005, prepayment is not available for new CSPP arrangements.

(b) Upon entering into a CSPP arrangement, the customer may prepay the outstanding recurring monthly rates in whole or in part for all rate elements included in the CSPP arrangement. The Telephone Company retains full ownership for services in accordance with Section 2.4.6. The following conditions apply: (T)

- A prepayment allowance will be applied to the amount prepaid for each given month equal to 0.6666% per month compounded monthly for the number of months the payment is advanced.
- The customer may elect the percentage of the monthly rates to be prepaid, provided however, the same percentage shall apply to all rate elements included in the CSPP arrangement for all months remaining in the service period.
- This same prepayment percentage will apply in the event the customer adds services to an existing CSPP arrangement subsequent to the establishment of the service.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(A) Channel Services Payment Plan

(9) Prepayment

(b) (Cont'd)

- When a customer who has prepaid recurring monthly rates replaces the existing CSPP arrangement with a new CSPP arrangement, the customer will be credited with that portion of the prepayment amount, representing a prepayment of the monthly recurring rates remaining in the existing CSPP arrangement.
- Customers who prematurely disconnect will have termination liability charges deducted from the unused prepaid balance. The remaining prepaid balance, if any, will be credited to their bill.

(B) Reserved for Future Use

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(C) Fast Packet Services Payment Plan

(1) General

- (a) The conditions specified herein are applicable only to specific Fast Packet Access Services as indicated in the rate conditions for such services as set forth in Sections 21 and 23. (T)
- (b) The terms of this Fast Packet Services Payment Plan (SPP) apply to such specific Fast Packet Services except as noted in the rate conditions for the given service.
- (c) The Fast Packet SPP allows customers to pay stabilized monthly rates for fixed service periods selected by the customer. The two payment plans offered are as follows:
- Payment Plan A, service periods may be selected from 12 months to 24 months in length.
 - Payment Plan B, service periods may be selected from 25 months to 48 months in length.
- (d) When the customer renews a Fast Packet SPP arrangement under Section 2.4.8(C) (7) (d) and the sum of months is greater than the number of months for which the services is available under a Fast Packet SPP, the current rates for the longest payment plan available for that service will apply. For example, when the customer extends XAFRS beyond 48 months, Payment Plan B rates will apply. (T)
- (e) When the customer orders service to be provided under a Fast Packet SPP arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g., Plan B and 36 months.
- (f) Rates stabilized under a Fast Packet SPP arrangement are exempt from Telephone Company initiated increases, however, decreases for any rate element will automatically flow through to the customer.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(C) Fast Packet Services Payment Plan

(2) Application of Rates and Charges

(a) The rates and charges applicable are those in effect as set forth in the rate conditions of this guidebook for the particular Fast Packet Access Service involved as of the Application Date, provided that the actual service date does not exceed the later of the following.

(1) the Service Date under a standard service interval, or

(2) the earliest date on which service can reasonably be made available to the customer by the Telephone Company.

(b) If a customer desires a service date later than as provided in Section 2.4.8(C)(2)(a), the rates and charges in effect at the time of the actual service date are applicable. (T)

(c) No Termination Liability Charge will apply.

(3) Additions

(a) Additions of services or rate elements (e.g., Network Interfaces) must be under a new Fast Packet SPP arrangement at rates and charges specified in Section 2.4.8(C)(2). (T)

(b) Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects in Section 2.4.8(C)(4). (T)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(C) Fast Packet Services Payment Plan

(3) Additions

- (c) Additions under Fast Packet SPP are exempt from Company-initiated rate changes for all payment periods longer than one month. However, decreases for any rate element will automatically flow through to the customer.

(4) Disconnects

- (a) When a service or rate element, included under a Fast Packet SPP arrangement, is disconnected prior to expiration of the selected service period, no Termination Liability Charge will apply. (C)
- (b) When a guidebook service under a Fast Packet SPP arrangement is disconnected prior to the expiration, no Termination Liability Charge will apply. (C)

Nonrecurring charges apply for the installation of the newly requested service. Termination liability charges may apply for changes to associated Special Access Services under an Optional Payment Plan as set forth in guidebooks regulating those services.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(C) Fast Packet Services Payment Plan

(5) Moves of Service Under Fast Packet SPP

(a) Termination Liability Charges will not apply to customer requests for moves of service under Fast Packet SPP from one location to another location subject to the following:

- The original and new premises locations must be in Company territory within the same state.
- The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
- No lapse in billing will occur for moves of service under Fast Packet SPP.
- Orders to disconnect the existing service and re-establish it at the new location must be related together and received by the Company at the same time.
- Any rate elements (i.e., Network Interfaces) from the original location that are not re-established at the new location will be subject to applicable Termination Liability Charges.
- Any additions made at the new location will be treated as coterminous additions in accordance with Section 2.4.8(C)(3).

(T)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(C) Fast Packet Services Payment Plan

(5) Moves of Service Under Fast Packet SPP

- All conditions and charges for changes made to the service coincident to that move shall apply.
- Moves of service that involve a change of jurisdiction (e.g., interstate to intrastate) will not be treated as a disconnect of service with regard to Termination Liability Charge application. The customer must subscribe to a payment arrangement offered in the appropriate intrastate guidebook which is equal to or greater than the remaining contract period.

(6) Requests for Changes in Length of Service Period

(a) Subsequent to the establishment of a Fast Packet SPP arrangement and prior to the completion of the selected service period for that arrangement, the Fast Packet SPP arrangement may be replaced by a new Fast Packet SPP arrangement at rates and charges in effect on the first day of service under the new Fast Packet SPP arrangement, subject to the following conditions:

- No credit will be given for payments made under the original Fast Packet SPP arrangement except for credits allowed under Section 2.4.8(C) (9) (a).
- The service period selected for the new Fast Packet SPP arrangement begins on the new Fast Packet SPP effective date but not later than the expiration date of the Fast Packet SPP being replaced.
- Nonrecurring charges will not be reapplied for existing services.
- If the new Fast Packet SPP arrangement has a service period shorter in length than the time remaining under the service period for the existing Fast Packet SPP arrangement, the change to the new Fast Packet SPP constitutes a disconnection of the existing Fast Packet SPP arrangement for which no Termination Liability Charges apply.

(D)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(C) Fast Packet Services Payment Plan

(7) Renewal Options

- (a) When a service period under an existing Fast Packet SPP arrangement is completed, the customer may select a new Fast Packet SPP arrangement at rates and charges in effect on the first day of service under the new Fast Packet SPP arrangement, continue service under the month-to-month rates, or discontinue service with no Termination Liability Charge. If the customer does not elect to either discontinue service or continue service under a new Fast Packet SPP arrangement, service will be continued under month-to-month rates.
- (b) Any new rate elements added to a customer's network or changes to existing services at the time of renewal will be subject to all appropriate nonrecurring charges.
- (c) When a customer renews a Fast Packet SPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
- (d) Recognition of previous service will be given to customers who renew an existing Fast Packet SPP arrangement, for all associated rate elements at the same location(s), provided that the length of the new Fast Packet SPP arrangement is equal to or greater than the remaining service period of the original Fast Packet SPP arrangement.
- (e) Recognition of previous service back to the actual service date will be given to month-to-month customers who convert to a Fast Packet SPP arrangement.
- (f) To determine the appropriate Fast Packet SPP Payment Plan for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the Fast Packet SPP arrangement. For example, a Fast Packet SPP arrangement for a 24 month service period under Payment Plan A is renewed for 16 months with no changes at the end of the 24 month period. The sum of months for the completed and proposed service periods would equal 40 months and would be billed under Payment Plan B.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(C) Fast Packet Services Payment Plan

(7) Renewal Options

(f) (Cont'd)

Another example is a month-to-month customer, in service for 15 months, who wishes to convert to a 24-month Fast Packet SPP arrangement with no changes. The combined service period of the Month-to-Month arrangement and the Fast Packet SPP arrangement is equal to 39 months which would be billed under Payment Plan B. (T)

(8) Transfer of Service

(a) Service transferred to a new customer at the same location in accordance with Section 2.1.2 does not constitute a disconnect of service or a discontinuance of an existing Fast Packet SPP arrangement. (T)

(9) Prepayment

(a) Effective October 15, 2005, prepayment is not available for new Fast Packet SPP arrangements.

(b) Upon entering into a Fast Packet SPP arrangement, the customer may prepay the outstanding recurring monthly rates in whole or in part for all rate elements included in the Fast Packet SPP arrangement. The Telephone Company retains full ownership of services in accordance with Section 2.4.6. The following conditions apply: (T)

- A prepayment allowance will be applied to the amount prepaid for each given month equal to 0.6666% per month compounded monthly for the number of months the payment is advanced.
- The customer may elect the percentage of the monthly rates to be prepaid, provided however, the same percentage shall apply to all rate elements included in the Fast Packet SPP arrangement for all months remaining in the service period.
- This same prepayment percentage will apply in the event the customer adds services to an existing Fast Packet SPP arrangement subsequent to the establishment of the service. (T)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(C) Fast Packet Services Payment Plan

(9) Prepayment

- When a customer who has prepaid recurring monthly rates replaces the existing Fast Packet SPP arrangement with a new Fast Packet SPP arrangement, the customer will be credited with that portion of the prepayment amount, representing a prepayment of the monthly recurring rates remaining in the existing Fast Packet SPP arrangement.
- No Termination Liability Charge will apply to Customers who prematurely disconnect.

(D) Transport Payment Plan (TPP)

(1) General

- (a) The conditions and terms specified herein are applicable only to LightGate (a.k.a. BellSouth SPA Point to Point Network),⁽¹⁾ SMARTRing (a.k.a. BellSouth SPA Dedicated Ring),⁽²⁾ BellSouth Metro Ethernet Service,⁽³⁾ BellSouth Wavelength Dedicated Ring service, and BellSouth Wavelength Channel service as indicated in the rate conditions in Sections 7 and 29 of this guidebook.
- (b) The TPP allows customers to pay stabilized monthly rates for fixed service periods selected by the customer. The three payment plans offered are as follows:
 - Payment Plan A,^{(1) (2) (3)} service periods may be selected from 12 months to 36 months in length.
 - Payment Plan B,^{(1) (2) (3)} service periods may be selected from 37 months to 60 months in length.
 - Payment Plan C,^{(1) (2) (3)} service periods may be selected from 61 months to 96 months in length.

⁽¹⁾ All term plans for LightGate service which are established, renewed or extended after November 9, 2013, for term lengths which are scheduled to expire at any time after December 31, 2017, will instead expire on December 31, 2017. All such services existing on or after December 31, 2017, will be provided on a month-to-month basis at the applicable, then current month-to-month rates.

⁽²⁾ All term plans for SMARTRing[®] Service which are established, renewed or extended after November 9, 2013, for term lengths which are scheduled to expire at any time after February 1, 2019, will instead expire on February 1, 2019. All such services existing on or after February 1, 2019, will be provided on a month-to-month basis at the applicable, then current month-to-month rates.

⁽³⁾ All term plans for BellSouth Metro Ethernet Service which are established, renewed or extended after November 9, 2013, for term lengths which are scheduled to expire at any time after October 1, 2018, will instead expire on October 1, 2018. All such services existing on or after October 1, 2018, will be provided on a month-to-month basis at the applicable, then current month-to-month rates. Notwithstanding anything to the contrary in the previous two sentences, this footnote does not apply to any term plans established, renewed or extended after October 20, 2016.

(N)
(N)
(N)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(D) Transport Payment Plan

(1) General

- (c) Conversions of existing CSPP arrangements for LightGate (a.k.a. BellSouth SPA Point to Point Network) or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) service(s) to a TPP arrangement must be initiated by the customer.
- (d) For conversions to the TPP arrangement, the number of months under the TPP arrangement must equal or exceed the number of months remaining under the CSPP arrangement.
- (e) Termination liability charges and nonrecurring charges will not apply when a CSPP customer converts to a TPP arrangement.
- (f) When the customer renews a TPP arrangement and the sum of months in service added to the new contract period is greater than the number of months for which the service is available under a TPP, the current Payment Plan C rates will apply.
- (g) When the customer orders service to be provided under a TPP arrangement, the customer must designate to the Telephone Company the payment plan desired.
- (h) Rates stabilized under a TPP arrangement are exempt from Telephone Company initiated increases, however, decreases for any rate element will automatically be reflected in the rates charged to the customer.
- (i) Conversions of LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) TPP arrangements to a higher order of CSPP service are allowed.

(2) Application of Rates

- (a) The stabilized monthly recurring rates as set forth in Sections 7, 28 and 29 are set as of the Application Date for LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Metro Ethernet Service, BellSouth Wavelength Dedicated Ring service, BellSouth Wavelength Channel service and/or SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), provided that the actual service date does not exceed the later of the following: (D)
 - (1) the Service Date under a standard service interval, or
 - (2) the earliest date by which service can be made available to the customer by the Telephone Company.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(D) Transport Payment Plan

(2) Application of Rates

- (b) If the customer desires a service date later than as provided in Section 2.4.8(D) (2) (a), the stabilized monthly recurring rates in effect on the service date are applicable. (T)

(3) Additions

- (a) LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) channel interfaces must be activated as set forth in Section 7. (D)

(4) Disconnects

- (a) Except as provided in Sections 2.4.8(D) (4) (b) through (f), when a LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) rate element is disconnected prior to being in service for a 12-month period, (e.g., the minimum term for a Plan A TPP), the termination liability charge will be derived by multiplying the difference in rates between the current month-to-month rate and the rate for the TPP arrangement selected. For example, a customer subscribes to a TPP for 24 months (Plan A) and terminates service after 10 months. The termination liability charge will be applied by multiplying the number of months in service (10) by the difference between the month-to-month and Plan A monthly rates. With the exception of Renewal Options in Section 2.4.8(D) (7), a four month minimum service period for BellSouth Metro Ethernet Service, LightGate (a.k.a. BellSouth SPA Point to Point Network), and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) will be applicable and all month-to-month conditions will apply. (T)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(D) Transport Payment Plan

(4) Disconnects

When a LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Metro Ethernet Service or SMARTRing service (BellSouth SPA Dedicated Ring) TPP customer disconnects a rate element prior to the 12 month TPP minimum, all current month-to-month nonrecurring charges associated with the LightGate (a.k.a. BellSouth SPA Point to Point Network) system, BellSouth Metro Ethernet Service or the SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) ring level rate elements will apply. Also, for SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) channel interfaces installed on or after December 2, 1997, the current month-to-month nonrecurring charges will apply for rate elements disconnected prior to the 12-month TPP minimum.

Except as provided in Sections 2.4.8(D) (4) (c) through (g), when a BellSouth Wavelength Dedicated Ring Service TPP customer disconnects a rate element, the termination liability shall equal the number of months remaining in the rate stabilized service period times sixty percent of the monthly rates. Also, for rate elements disconnected prior to the 12 month TPP minimum, all current month-to-month nonrecurring charges associated with the BellSouth Wavelength Dedicated Ring Service will apply.

Except as provided in Sections 2.4.8(D) (4) (c) through (g), when a BellSouth Wavelength Channel Service TPP customer disconnects a rate element, the termination liability shall equal the number of months remaining in the rate stabilized service period times sixty percent of the monthly rates. Also, for rate elements disconnected prior to the 12 month TPP minimum, all current month-to-month nonrecurring charges associated with the BellSouth Wavelength Channel service will apply.

Migration to AT&T Dedicated Ethernet Service

Customers subscribing to BellSouth Wavelength Channel Service may migrate to AT&T Dedicated Ethernet provided by the Telephone Company without incurring termination liability, subject to the following conditions:

- (1) The new AT&T Dedicated Ethernet and the existing BellSouth Wavelength Channel service must be billed to the same customer of record at the same customer locations.
- (2) The customer's existing service must have been in place for at least 12 months.
- (3) The minimum term for the new service must be at least 12 months and must be equal to or greater than the number of months remaining in the customer's existing Term Payment Plan (TPP) term.
- (4) The speed (capacity/bandwidth) of the new service must be equal to or greater than that of the existing service.
- (5) The customer must issue a disconnect order for the replaced BellSouth Wavelength Channel service to be effective within 90 days after the AT&T Dedicated Ethernet installation date. The disconnect order and new orders must be coordinated through the Telephone Company.
- (6) If overlapping service is required, the period will be limited to not more than 90 days and billing will apply to both services during the time both services are available.

(N)

(N)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(D) Transport Payment Plan

(4) Disconnects

(a) (Cont'd)

LightGate system (a.k.a. BellSouth SPA Point to Point Network) rate elements are defined as LightGate (a.k.a. BellSouth SPA Point to Point Network) service Local and Interoffice Channel Systems including SAFT Levels I and II. SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) service ring level rate elements are defined as following: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node. BellSouth Wavelength service rate elements are defined as Wavelength Channels.

- (b) Except as provided in Sections 2.4.8(D)(4)(c) through (f), when a LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Metro Ethernet Service or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) TPP customer disconnects services or rate elements prior to the minimum number of months for the plan period selected, termination liability charges will apply. The termination liability charge will be derived at the time of disconnection by taking the difference between the rate for the TPP period for which the customer subscribed, and the rate for the TPP period that the customer's completed service would otherwise qualify, and multiplying the difference by the number of months service the customer completed under a TPP. For example, a customer subscribes to a TPP for 73 months (Plan C) and terminates service after 20 months (Plan A). The termination liability charge will be applied by multiplying the number of months in service (20) by the difference between the Plan A and Plan C monthly rates. When a LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Metro Ethernet Service or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) customer disconnects service after the minimum number of months for the TPP arrangement selected but prior to the actual expiration date of the TPP arrangement, termination liability charges do not apply. (T)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(D) Transport Payment Plan

(4) Disconnects

(c) When a TPP arrangement is disconnected prior to the expiration of a plan period due to a customer requested change to a higher order of service at the same location, or to expand or upgrade an existing service, termination liability charges will not apply when:

- (1) the customer has completed at least 6 months of the originally selected TPP service period, and
- (2) the service period of the new arrangement for the new service is equal to or longer than the remaining service period of the disconnected arrangement, and
- (3) the service orders to install the new 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

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(D) Transport Payment Plan

(4) Disconnects

(c) (Cont'd)

- (4) the capacity of the new service is equal to or greater than the existing service. For converting LightGate service (a.k.a. BellSouth SPA Point to Point Network) to SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring), the capacity of the LightGate service (a.k.a. BellSouth SPA Point to Point Network) is considered to be the quantity of DS3s activated on the LightGate service (a.k.a. BellSouth SPA Point to Point Network). Specific changes of BellSouth Metro Ethernet Service that are considered to be the same or higher order of service are set forth in Section 7.4.32.

For the purposes of determining a higher order of service in all payment plans, the following ranking will be used (Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) service=lowest, SMARTRing (a.k.a. BellSouth SPA Dedicated Ring)=highest):

1. Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) services
2. DSO (a.k.a. BellSouth SPA DSO Digital Data) Services
3. DS1 (a.k.a. BellSouth SPA DS1) Services
4. BellSouth DS1 Diverse Service
5. SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring)
6. BellSouth Wavelength Channel Service stand alone channels
7. LightGate service (a.k.a. BellSouth SPA Point to Point Network)
8. BellSouth SPA Managed Shared Network Service
9. SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring)
10. SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring)/SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network)/BellSouth Managed Shared Ring service/BellSouth Dedicated Ring/BellSouth Wavelength Dedicated Ring Service (see Section 2.4.8(D)(4)(f) for changes involving SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) and BellSouth Wavelength Dedicated Ring Service) (T)

Customer requested conversion of Special Access Service (a.k.a., BellSouth SPA) to the same or higher speed Fast Packet Access Service will be treated as an upgrade to a higher order of service and, as such, termination liability will not apply in accordance with conditions set forth herein.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(D) Transport Payment Plan

(4) Disconnects

(d) A termination liability charge will not apply to disconnects of channel interfaces associated with LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or SMARTRing service(s) (a.k.a. BellSouth SPA Dedicated Ring).

(e) Disconnects, moves, or rearrangements involving the removal of the following SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) rate elements, local channel, interoffice channel, customer node and central office node, to allow the placement of additional nodes and channels for existing customers where the total number of nodes does not decrease, will not be subject to termination liability charges.

(f) A termination liability charge will not apply to disconnects involving converting a portion of an existing SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), i.e., ring level channels and/or nodes, to BellSouth Wavelength Dedicated Ring Service. (M)

(g) A change of jurisdiction from interstate to intrastate service constitutes a disconnection of service for which termination charges are applicable. However, if such service continues between the same serving locations, and the customer enters into a new TPP arrangement in the intrastate jurisdiction for the same or larger service capacity and associated rate elements for a service period equal to or greater than the service period remaining under the interstate TPP arrangement, no interstate termination liability charge will be applicable.

(h) A termination liability charge will apply to disconnects of SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) Basic Shared Ethernet LAN Access Link service components.

(i) A termination liability charge will not apply to disconnects of Priority Plus Feature, Q-Forwarding Feature, VLAN Aggregation Feature, and CNM - Metro Ethernet Reporting Feature associated with BellSouth Metro Ethernet Service. (M)

(j) Termination liability charges will not apply to any OC-3+ SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) disconnected on or after May 30, 2015. (N)
(N)
(N)

Some material appearing on this page previously appeared on 2nd Revised Page 78.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(D) Transport Payment Plan

(5) Moves of Service Under TPP

- (a) Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply as stated in Part 11, Sections 7.4.5, 7.5.9, 23.5, 29.1.7 and 29.1.9, except as provided in Section 2.4.8(D) (5) (c). A four month minimum service period must be satisfied for all service rate elements serving the original building location.
- (b) Moves of service within the same building will not constitute a disconnection of service for purposes of the application of termination liability charges. Current month-to-month nonrecurring charges specified in Part 11, Sections 7.4.5, 7.5.9, 23.5, 29.1.7 and 29.1.9 are applicable.
- (c) Termination Liability Charges will not apply to customer requests for moves of service to a different building subject to the following conditions:
 - The move from the original location to the new location must be completed within thirty days of the original premises disconnect date. For LightGate systems (a.k.a. BellSouth SPA Point to Point Network), the new customer premises must be served by the same serving wire center as the original location.
 - No lapse in billing will occur for moves of service under a TPP arrangement.
 - Orders to disconnect the existing service and reestablish it at the new location must be related together and received by the Telephone Company at the same time.

Some material previously appearing on this page now appears on 1st Revised Page 77.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(D) Transport Payment Plan

(5) Moves of Service Under TPP

(c) (Cont'd)

- Any additions made at the new location will be handled in accordance with Section 2.4.8(C) (3). (T)
- All conditions and charges for changes made to the service coincident with the move will apply.
- All appropriate nonrecurring charges for moves of service as specified in Part 11, Sections 7.4.5, 7.5.9, 23.5, 29.1.7 and 29.1.9 will apply. (T)

Any rate elements or quantities for local channels, interoffice channels, wavelength channels and/or optional features and functions from the original location that are not reestablished at the new location will be subject to applicable Termination Liability Charges.

(6) Requests for Changes in Length of Service Period

(a) Subsequent to the establishment of a TPP arrangement, and prior to the completion of the selected service period for that arrangement, the TPP arrangement may be replaced by a new TPP arrangement at rates and charges in effect on the first day of service under the new TPP arrangement, subject to the following conditions:

- No credit will be given for payments made under the original TPP arrangement, except for credits allowed under Section 2.4.8(D) (9) (A). (T)
- The service period selected for the new TPP arrangement begins on the new TPP effective date but not later than the expiration date of the TPP being replaced. (D)
- Nonrecurring charges do not apply for existing services.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(D) Transport Payment Plan

(6) Requests for Changes in Length of Service Period

(a) (Cont'd)

- If the new TPP arrangement has a service period shorter in length than the time remaining under the service period for the existing TPP arrangement, the change to the new TPP arrangement constitutes a disconnection of the existing TPP arrangement for which termination liability charges apply.

(b) Subsequent to the establishment of a TPP arrangement, and prior to the completion of the selected service period for that arrangement, the TPP arrangement may be extended ⁽¹⁾ ⁽²⁾ ⁽³⁾ subject to the following conditions:

- The start date of the TPP is not changed, however, with an extension the customer selects a new TPP service period (i.e., the number of months associated with the customer's TPP) that is greater than what presently exist for the current TPP.
- The maximum service period that may be selected for an extension is 96 months. After 96 months, a customer must establish a new TPP arrangement.
- If the new service period selected with an extension results in a change of Payment Plans, then the rates associated with the new Payment Plan will be effective on the first day of service under the extended TPP. For example, if a customer presently has a 36-month TPP arrangement, which is associated with Payment Plan A rates, and extends his service period to 61 months, which is associated with Payment Plan C rates, the Plan C rates will be effective on the first day of the extended TPP.
- If a TPP arrangement that has been extended is disconnected prior the expiration of the extended service period, termination liability charges will be based on the rates associated with the extended TPP arrangement at the time of the disconnect. For example, if a customer's TPP that has been extended and is receiving Plan C rates at the time the TPP is disconnected, then Plan C rates will be used to determine the applicable termination liability.

⁽¹⁾ All term plans for LightGate service which are established, renewed or extended after November 9, 2013, for term lengths which are scheduled to expire at any time after December 31, 2017, will instead expire on December 31, 2017. All such services existing on or after December 31, 2017, will be provided on a month-to-month basis at the applicable, then current month-to-month rates.

⁽²⁾ All term plans for SMARTRing[®] Service which are established, renewed or extended after November 9, 2013, for term lengths which are scheduled to expire at any time after February 1, 2019, will instead expire on February 1, 2019. All such services existing on or after February 1, 2019, will be provided on a month-to-month basis at the applicable, then current month-to-month rates.

⁽³⁾ All term plans for BellSouth Metro Ethernet Service which are established, renewed or extended after November 9, 2013, for term lengths which are scheduled to expire at any time after October 1, 2018, will instead expire on October 1, 2018. All such services existing on or after October 1, 2018, will be provided on a month-to-month basis at the applicable, then current month-to-month rates. Notwithstanding anything to the contrary in the previous two sentences, this footnote does not apply to any term plans established, renewed or extended after October 20, 2016.

(N)
(N)
(N)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(D) Transport Payment Plan

(7) Renewal Options

- (a) When a service period under an existing CSPP or TPP arrangement is completed, the customer may select a new TPP arrangement^{(1) (2) (3)} at rates and charges in effect on the first day of service under the new TPP arrangement, continue service under the month-to-month rates, or discontinue service with no termination liability charge. If the customer does not elect to either discontinue service or continue service under a new TPP arrangement, service will be continued under month-to-month rates. The TPP customer of record will have a 60-day grace period after which current month-to-month rates will apply. The stabilized monthly recurring rates as set forth in Sections 7 and 29 remain in effect during the 60-day grace period.
- (b) Any new services added to a customer's network or changes to existing services at the time of renewal will be subject to all appropriate nonrecurring charges and four month minimum service period requirements.
- (c) When a customer renews a TPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.^{(1) (2) (3)}
- (d) To determine the appropriate TPP Payment Plan for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of months of the proposed service period of the TPP arrangement.
- (e) Recognition of previous service will be given to customers who renew an existing TPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new TPP arrangement is equal to or greater than the remaining service period of the original TPP arrangement. Recognition for satisfying the four month service period as appropriate for the service will be given for renewals of the same size channels, systems, rings, and all associated rate elements. Conversion to larger systems and rings will incur new four month minimum service requirements.

⁽¹⁾ All term plans for LightGate service which are established, renewed or extended after November 9, 2013, for term lengths which are scheduled to expire at any time after December 31, 2017, will instead expire on December 31, 2017. All such services existing on or after December 31, 2017, will be provided on a month-to-month basis at the applicable, then current month-to-month rates.

⁽²⁾ All term plans for SMARTRing[®] Service which are established, renewed or extended after November 9, 2013, for term lengths which are scheduled to expire at any time after February 1, 2019, will instead expire on February 1, 2019. All such services existing on or after February 1, 2019, will be provided on a month-to-month basis at the applicable, then current month-to-month rates.

⁽³⁾ All term plans for BellSouth Metro Ethernet Service which are established, renewed or extended after November 9, 2013, for term lengths which are scheduled to expire at any time after October 1, 2018, will instead expire on October 1, 2018. All such services existing on or after October 1, 2018, will be provided on a month-to-month basis at the applicable, then current month-to-month rates. Notwithstanding anything to the contrary in the previous two sentences, this footnote does not apply to any term plans established, renewed or extended after October 20, 2016.

(N)
(N)
(N)

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(D) Transport Payment Plan

(7) Renewal Options

- (f) Recognition of previous service will be given to month-to-month customers who convert to a TPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided the four month minimum service period for that service has been met.
- (g) Recognition of previous service will be given to TPP customers who convert from CSPP arrangements provided the customer is the original customer of record at the time of transfer.
- (h) When an existing LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring, BellSouth Metro Ethernet Service, BellSouth Wavelength Dedicated Ring service and/or SMARTRing (a.k.a. BellSouth SPA Dedicated Ring) customer has completed the selected TPP commitment period and the service reverts to month-to-month service, only the contiguous month-to-month service adjacent to the start date of the new TPP will receive recognition for determining the appropriate TPP arrangement or any subsequent TPP arrangement.

(8) Transfer of Service

- (a) Service transferred to a new customer at the same location in accordance with Section 2.1.2 does not constitute a disconnect of service or a discontinuance of an existing TPP arrangement. (T)

(9) Prepayment

- (a) Effective October 15, 2005, prepayment is not available for new TPP arrangements.
- (b) Upon entering into a TPP arrangement, the customer may prepay the outstanding recurring monthly rates in whole or in part for all rate elements included in the TPP arrangement. The following conditions apply:

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.8 Optional Payment Plans

(D) Transport Payment Plan

(9) Prepayment

- A prepayment allowance will be applied to the amount prepaid for each given month equal to 0.6666% per month compounded monthly for the number of months the payment is advanced.
- The customer may elect the percentage of the monthly rates to be prepaid, provided however, the same percentage shall apply to all rate elements included in the TPP arrangement for all months remaining in the service period.
- This same prepayment percentage will apply in the event the customer adds services to an existing TPP arrangement subsequent to the establishment of the service.
- When a customer who has prepaid recurring monthly rates replaces the existing TPP arrangement with a new TPP arrangement, the customer will be credited with that portion of the prepayment amount, representing a prepayment of the monthly recurring rates remaining in the existing TPP arrangement.
- Customers who disconnect service and incur termination liability charges, such charges shall be deducted from the unused prepaid balance. The remaining prepaid balance, if any, will be credited to their bill.

(10) Automatic Extension of TPP Arrangements

- (a) For the period beginning on January 13, 2001 through January 12, 2002, customers that complete a TPP arrangement will receive an automatic 12-month extension of their TPP arrangement. With this automatic extension, the customer's service will be continued under TPP at the rates and charges associated with the payment plan that is being extended. Customers that do not wish to utilize the benefits of the automatic extension may request that their TPP arrangement be terminated, without penalty, at any time during the 12-month period associated with their extension.

At the end of the 12-month extension, or at the time that a customer indicates that they do not desire to continue under the 12-month extension, the standard provisions associated with the completion of a TPP arrangement apply.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.9 Service Installation Guarantee

- (A) The Telephone Company assures that orders for services to which the Service Installation Guarantee applies will be installed and available for customer use no later than the Service Date as specified in Section 5.1.1. The Service Installation Guarantee is applicable only as specified in Section 7.4.1(C) of this guidebook. (T)
(D)
(D)
- (B) The failure of the Telephone Company to meet this commitment will result in the credit of an amount equal to the nonrecurring charges associated with the individual service having the missed Service Date being applied to the customer's bill. The credit will include only nonrecurring charges associated with the services specified in Section 7.4.1(C) for which nonrecurring charges are applicable. The nonrecurring charges will be credited at the rate at which they were billed. The credit will not be provided if a credit of the same nonrecurring charge for the same service is provided under any other provisions of this guidebook. (T)
- (C) For SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), the Service Installation Guarantee is applicable for all channel interface rate elements. SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) ring level rate elements are excluded from the Service Installation Guarantee. SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) ring level rate elements are defined as follows: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node.

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.9 Service Installation Guarantee

(D) Service Installation Guarantees do not apply:

- (1) on Special Access (a.k.a. BellSouth SPA) and Fast Packet Access service orders for installations, moves and rearrangement of services with service dates that have been advanced from the standard or negotiated service interval as specified in Section 5.1.1(H). (T)
- (2) when failure to meet the Service Date occurs because of:
 - (a) any act or omission, which shall include an accurate and complete service order, from this customer, any other customer or any third party, or of any other entity providing a portion of a service,
 - (b) labor difficulties, governmental orders, civil commotions, criminal actions against the Telephone Company, acts of God, war, or other circumstances beyond the Telephone Company's control,
 - (c) unavailability of the customer's facilities and/or equipment,
- (3) to service requiring Special Construction

ACCESS SERVICE

2 - General Conditions

2.4 Payment Arrangements and Credit Allowances

2.4.9 Service Installation Guarantee

(D) Service Installation Guarantees do not apply:

- (4) for jointly provisioned services except as stipulated in Section (T)
2.4.9(C). (D)

In addition, Service Installation Guarantees will not apply during a declared National Emergency. Priority installation of National Security Emergency Preparedness (NSEP) telecommunications services shall take precedence.

2.5 Connections

Equipment and Systems (i.e., terminal equipment, multi-line terminating systems and communications systems) may be connected with Special Access (a.k.a. BellSouth SPA) service furnished by the Telephone Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1 and in Section 2.1. (T)

2.6 Definitions

Certain terms used herein are defined as follows:

Access Code

The term "Access Code" denotes a uniform seven digit code assigned by the Telephone Company to an individual customer. The seven digit code has the form 101XXXX and 950-XXXX.

Alternate Central Office

The term "Alternate Central Office" denotes a wire center other than the serving wire center of the location of a customer node associated with BellSouth Dedicated Ring and SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring).

ATM

The term Asynchronous Transfer Mode (ATM) denotes one of the general class of packet switching technologies that relay traffic via an address contained within the packet (referred to in ATM as cells). ATM is a switching method in which information does not occur periodically with respect to some reference such as a frame pattern.

ACCESS SERVICE

2 - General Conditions

2.6 DefinitionsATM Cell

The term ATM cell denotes the fixed length packets utilized in ATM cell-based switching services. An ATM cell is 53 bytes long, consisting of a five-byte header containing the address and a fixed 48-byte information field.

ATM Cell-Based Switching

The term ATM cell-based switching denotes the transfer of fixed length ATM cells as opposed to variable length frames used in other packet switching technologies.

Attenuation Distortion

The term "Attenuation Distortion" denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified.

B8ZS

The Term "B8ZS" (Bipolar with 8 Zero Substitution) denotes a line code which allows transport of an all-zero octet over a High Capacity DS1 (a.k.a. BellSouth SPA DS1) channel. B8ZS enables Clear Channel Capability on a High Capacity DS1 (a.k.a. BellSouth SPA DS1) service.

Balance (100 Type) Test Line

The term "Balance (100 Type) Test Line" denotes an arrangement in an end office which provides for balance and noise testing.

Basic Service Element

The term Basic Service Element denotes an optional network capability associated with a Basic Serving Arrangement.

BellSouth Telecommunications

Denotes the Issuing Carrier providing services within the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee whose legal name is found on the Title Page of this Guidebook.

(N)
|
(N)

ACCESS SERVICE

2 - General Conditions

2.6 Definitions

Billing Period

Each Billing Period is considered to have 30 days.

Bit

The term "Bit" denotes the smallest unit of information in the binary system of notation.

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 A.M. to 5:00 or 6:00 P.M., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Telephone Company may vary based on company policy, union contract and location. To determine such hours for this company, or for an individual location within this company, contact should be made at the address shown at the top of page #1 of this guidebook.

Cable Space

The term "Cable Space" denotes any passage or opening in, on, under/over or through the central office cable support structure (e.g., cable risers, cable racks, cable vault or alternate splicing chamber, etc.) required to bring fire retardant fiber optic riser cable from the interconnection space to the location where the riser cable and the feeder cable meet and are spliced and the spaces between the splice and the conduit space, as well as the space between the interconnection space and the Telephone Company point of termination and any other space required to bring other fire retardant communications cable from one interconnection space module to another interconnection space module of the same collocater.

ACCESS SERVICE

2 - General Conditions

2.6 Definitions

Carrier or Common Carrier

See Interexchange Carrier.

Central Office

The term "Central Office" denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to an End User's Telephone Exchange Service when dialed on a local basis.

Centralized Automatic Reporting on Trunks Testing

The term "Centralized Automatic Reporting on Trunks Testing" denotes a type of testing which includes the capacity for measuring operational and transmission parameters.

Channel(s)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Channel Service Unit

The term "Channel Service Unit" denotes equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format errors and remote loop back.

Channelization Equipment

Equipment which derives individual channels of voice and/or data from a higher capacity to a lower capacity or bandwidth or vice versa.

Channelize

The term "Channelize" denotes the process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels and vice-versa.

ACCESS SERVICE

2 - General Conditions

2.6 DefinitionsCollocator - BellSouth Virtual Expanded Interconnection Service

The term "Collocator-BellSouth Virtual Expanded Interconnection Service" denotes any person, corporation, or other legal entity with whom the Telephone

Company has negotiated for the purpose of provisioning an interconnection arrangement in accordance with the BellSouth Virtual Expanded Interconnection guidebook provisions.

Collocator's Facilities - BellSouth Virtual Expanded Interconnection Service

The term "Collocator's Facilities-BellSouth Virtual Expanded Interconnection service" denotes the collocator-provided/Telephone Company leased fiber optic cables and central office terminating equipment installed and maintained by the Telephone Company for the sole use of provisioning a BellSouth Virtual Expanded Interconnection service arrangement, in accordance with the BellSouth Virtual Expanded Interconnection provisions.

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company.

Conduit Space

The term "Conduit Space" denotes any reinforced passage or opening in, on, under/over or through the ground between the feeder route conduit system (entry point) and cable vault location capable of containing communications facilities, and includes: cable entrance facilities; main conduit; ducts; inner ducts; gas traps; underground dips such as short sections of conduit under roadway, driveways, parking lots and similar conduit installations; required to bring the collocator-provided fiber optic feeder cable into the Telephone Company central office.

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this guidebook, including both Interexchange Carriers (ICs) and End Users.

Customer Location

The term "Customer Location" denotes a customer premises within the Local Access Transport Area (LATA).

Data Transmission (107 Type) Test Line

The term "Data Transmission (107 Type) Test Line" denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

ACCESS SERVICE

2 - General Conditions

2.6 DefinitionsDetail Billing

The term "Detail Billing" denotes the listing of each message and/or Rate element for which charges to a customer are due on a bill prepared by the Telephone Company.

DS0

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It is generally referred to as having a 64 Kbps transmission data rate signal. The required format and interface specifications are contained in BellSouth Technical Reference TR-NWT-000341.

DS1

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps transmission data rate, and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format. Unframed signal formats are not permitted or compatible with Company equipment. The required format and interface specifications are contained in BellSouth Technical Reference TR-NPL-000054.

Effective 2-Wire

The term "Effective 2-Wire" denotes a condition which permits the simultaneous transmission in both directions over a channel, but it is not possible to ensure independent information transmission in both directions. Effective 2-wire channels may be terminated with 2-wire or 4-wire interfaces.

Effective 4-Wire

The term "Effective 4-Wire" denotes a condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of the Telephone Company (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective 4-wire channels may be terminated with a 2-wire interface at the customer's premises. However, when terminated 2-wire, simultaneous independent transmission cannot be supported because the two wire interface combines the transmission paths into a single path.

ACCESS SERVICE

2 - General Conditions

2.6 DefinitionsEnd User

The term "End User" denotes any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Entry Point

The term "Entry Point" denotes the physical entrance into the central office and/or central office vault. Not all central offices have a central office vault. Multiple entry points are more than one physical entrance into the central office and/or central office vault. Normally, multiple entry points will be distinct and/or separate conduit systems.

Exchange

The term "Exchange" denotes a unit generally smaller than a Local Access and Transport Area, established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Local Access and Transport Area.

ACCESS SERVICE

2 - General Conditions

2.6 DefinitionsExchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service)

The term "Exchange Access Frame Relay Service " (a.k.a. BellSouth Exchange Access Frame Relay Service) denotes a connection oriented packet-switched data service for the interconnection of local area networks (LANs) or other compatible customer equipment.

Expected Measured Loss

The term "Expected Measured Loss" denotes a calculated loss which specifies the end-to-end 1004-Hz loss on a terminated test connection between two readily accessible manual or remote test points. It is the sum of the inserted connection loss and test access loss including any test pads.

Fast Packet Access Services

The term "Fast Packet Access services" denotes high speed connectivity over a wide geographic area. Fast packet services use digital transmission facilities and switching technology to provide high speed information transfers for users with large bandwidth requirements. Fast Packet technology divides data into blocks (packets) with fixed maximum lengths. These packets are transported through the Company's network. Each packet contains the necessary information to ensure accurate data transfer to its destination.

Federal Observed Holiday

The term "Federal Observed Holiday" denotes public holidays for Federal employees as established by Federal Law (5 U.S.C. 6103).

ACCESS SERVICE

2 - General Conditions

2.6 DefinitionsField Identifier

The term "Field Identifier" denotes two to four characters that are used on service orders to convey specific instructions. Field Identifiers may or may not have associated data. Selected Field Identifiers are used in Telephone Company billing systems to generate nonrecurring charges.

First-Come, First-Served

The term "First-Come, First-Served" denotes a procedure followed when the first service order received will be the first service order processed.

Floor Space - BellSouth Virtual Expanded Interconnection Service

The term "Floor Space" denotes the central office floor space required to provision a BellSouth Virtual Expanded Interconnection Service arrangement, including environmental support and power, for interconnection to Telephone Company-provided services and facilities.

Frequency Shift

The term "Frequency Shift" denotes the change in the frequency of a tone as it is transmitted over a channel.

Grandfathered

The term "Grandfathered" denotes Terminal Equipment, Multiline Terminating Systems and Protective Circuitry directly connected to the facilities utilized to provide services under the provisions of this guidebook, and which are considered grandfathered under Part 68 of the F.C.C.'s Rules and Regulations.

ACCESS SERVICE

2 - General Conditions

2.6 Definitions

HUB

The term "Hub" denotes a Telephone Company designated location at which services are either joined together (as in a bridging hub) or where services are channelized (as in a Hi-Capacity hub). Hubs for specific services are designated in National Exchange Carrier Association, Inc. Tariff F.C.C. NO. 4. (D)
(T)

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Impedance Balance

The term "Impedance Balance" denotes the method of expressing Echo Return Loss and Singing Return Loss at a 4-wire interface whereby the gains and/or loss of the 4 wire portion of the transmission path, including the hybrid, are not included in the specification.

Impulse Noise

The term "Impulse Noise" denotes any momentary occurrence of the noise on a channel over a specified level threshold. It is evaluated by counting the number of occurrences which exceed the threshold.

Inserted Connection Loss

The term "Inserted Connection Loss" denotes the 1004 Hz power difference (in dB) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

ACCESS SERVICE

2 - General Conditions

2.6 Definitions

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the nonlinearity of a channel. It is measured using four tones, and evaluating the ratios (in dB) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Local Access and Transport Area

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

ACCESS SERVICE

2 - General Conditions

2.6 Definitions

Major Fraction Thereof

The term "Major Fraction Thereof" is any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a major fraction thereof would be any period of time in excess of 12 hours exactly. Therefore, if a given service is interrupted for a period of thirty six hours and fifteen minutes, the customer would be given a credit allowance for two twenty-four hour periods for a total of forty-eight hours.

Manhole

The term "Manhole" denotes a sub-surface enclosure which personnel may enter and use for the purpose of installing, operating, maintaining and repairing communications facilities.

Multipoint Channel

The term "Multipoint Channel" refers to any connection which terminates three or more circuits on the same bridging node.

N-1 Carrier

The term "N-1 Carrier", used in connection with BellSouth Local Number Portability Database Services, denotes the telecommunications carrier immediately preceding the terminating carrier.

Network Control Signaling

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

Non-synchronous Test Line

The term "Non-synchronous Test Line" denotes an arrangement in step-by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but can be made more rapidly.

ACCESS SERVICE

2 - General Conditions

2.6 Definitions

Point of Termination

The term "Point of Termination" denotes the point of demarcation, within a customer-designated premises at which the Telephone Company's responsibility for the provision of Access Service ends.

Premises

The term "Premises" denotes a building, or a portion of a building in a multi-tenant building, or buildings on continuous property (except Railroad Right-of-way, etc.) not separated by a public highway, except for an end user that offers Telecommunications Services exclusively as a reseller. This term is not to be limited to one building, but applies as well to a complex, or campus-type configuration of buildings.

Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

Return Loss

The term "Return Loss" denotes a measure of the similarity between the two impedances at the junction of two transmission paths. The higher the return loss, the higher the similarity.

Secondary Channel

The term "Secondary Channel" denotes the offering of a companion digital transmission capability over the same physical facility as the primary channel at a lower bit rate. Terminal equipment required to support secondary channel capability must be provided by the customer.

Service Control Point (SCP)

The term "Service Control Point" denotes a node (translation processor based system) which provides interface and support functions in the provision of network services.

Service Installation Guarantee

The term "Service Installation Guarantee" denotes a program under which the Telephone Company will provide a credit to the customer's account for certain services in those instances when the Service Date is not met due to Telephone Company reasons.

Service Provided Upon Request

The term "Service Provided Upon Request" (SPUR) denotes a service that has not been requested by any customers in a particular state. When a request for this service is received, a new aggregate rate will be calculated and filed in this guidebook. The new rate will include the additional demand and costs for the service.

ACCESS SERVICE

2 - General Conditions

2.6 Definitions

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the customer designated premises would normally obtain dial tone from the Telephone Company.

Shared Network Arrangement

The term "Shared Network Arrangement" denotes a service offering whereby multiple customers may cross connect on a channelized High Capacity (a.k.a. BellSouth SPA High Capacity) service and the Telephone Company will undertake to maintain separate records for each customer's portion of the shared network.

Short Circuit Test Line

The term "Short Circuit Test Line" denotes an arrangement in an end office which provides for an ac short circuit termination of a trunk or line by means of a capacitor of at least four microfarads.

Space Construction Charge

The term "Space Construction Charge" denotes all work in accordance with BellSouth Telecommunications Practices and performed by BellSouth Telecommunications or Telephone Company-approved contractors, including but not limited to, space design and preparation, design and preparation of interconnection floor space enclosure, design and placement of required environmental, electrical, and fire safety support features, design and placement of required support structures of any other activity required to accommodate the installation of collocator's facilities in the Telephone Company's interconnection space(s) covered under this guidebook.

Space Preparation Charge

The term "Space Preparation Charge" denotes all work involving order processing for interconnection space including interexchange carrier service center activities, network coordination activities, and outside plant provisioning activities between the central office manhole and the interconnection space.

Synchronous Test Line

The term "Synchronous Test Line" denotes an arrangement in an end office which performs marginal operational tests of supervisory and ring-tripping functions.

ACCESS SERVICE

2 - General Conditions

2.6 DefinitionsTelephone Company

(N)

Denotes the Issuing Carriers, either individually or collectively, whose legal names are found on the Title Page of this Guidebook.

(N)

(N)

Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Two-Wire to Four-Wire Conversion

The term "Two-Wire to Four-Wire Conversion" denotes an arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity (e.g., a central office switch).

ACCESS SERVICE
2 - General Conditions2.6 DefinitionsUniform Service Order Code (USOC)

The term "Uniform Service Order Code" denotes a three or five character alphabetic, numeric, or an alphanumeric code that identifies a specific item of service or equipment. Uniform Service Order Codes are used in the Telephone Company billing system to generate recurring rates and nonrecurring charges.

Unusable Service

A customer's service is considered unusable when it becomes inoperative to the customer because of a failure of a facility component used to furnish service under this guidebook or when service fails to meet the technical performance specifications as set forth by this guidebook.

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.