

ACCESS SERVICE

5 - Ordering Options for Special Access (a.k.a. BellSouth SPA) Service

5.1 General

This section sets forth the guidebooks and orders related to charges for Access Orders for Special Access (a.k.a. BellSouth SPA) Services. These charges are in addition to other applicable charges as set forth in other sections of this guidebook.

An Access Order is the Customer's request for the Telephone Company to provide the Customer with Special Access (a.k.a. BellSouth SPA) Service or Fast Packet Access Services, or to provide changes to existing services. An Access Order may be submitted by Access Service Request (ASR) or by such other ordering processes as the Telephone Company may provide. (C)
(T)
(N)
(N)
(N)

The Service Installation Guarantee, as set forth in Section 2.4.9, is applicable to specified services offered in this guidebook. The Service Installation Guarantee is applied on a per circuit basis for Special Access (a.k.a. BellSouth SPA) Services.

5.1.1 Ordering Conditions

- (A) A Customer may order any number of services of the same type and between the same premises on a single Access Order. All details for services for a particular order must be identical except for those for multipoint service. (T)
- (B) The Customer shall provide all information necessary for the Telephone Company to provide and bill for the requested service. In addition to the order information required in Sections 5.2.2, 5.2.4, 5.2.6, 5.2.7 and 5.2.14, the Customer must also provide: (T)
- Customer name and premises address(es). (T)
 - Billing name and address (when different from Customer name and address).
 - Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

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5.1.1 Ordering Conditions

- (C) The day upon which the Customer has provided to the Telephone Company a firm commitment for the service and complete and accurate information to allow for the processing of the Access Order by three o'clock p.m. Eastern Standard Time* is the Application Date. The Telephone Company will release an optional initial Pending Order Confirmation, which will include the Telephone Company order number and circuit identification. (T)
- At the Customer's request, when the Telephone Company facility availability is verified, either a Firm Order Confirmation, which will include critical date information, or a Design and Ordering Confirmation, which will include design as well as critical date information, will be released. Critical date information will include the service date. The service date (also sometimes referred to as the due date) is the date service is to be made available to the Customer and billing will commence. (T) (C) (C)
- (D) A Pending Order Confirmation is available for orders for Telephone Company-provided special access services. A Design and Ordering Confirmation is not available for orders submitted by end users. A Pending Order Confirmation and a Design and Ordering Confirmation are not available for orders for services provided jointly with another Exchange Telephone Company.

*Access Orders received after three o'clock p.m. EST will be processed the next business day, which will be the Application Date.

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5.1.1 Ordering Conditions

(E) Except for services listed in Section 5.1.1(F)(1), the following charges will apply for the installations, moves or rearrangement of services of Special Access service orders with an agreed upon service date interval of four business days or less following the Application Date. These charges are in addition to other applicable Special Access installation, move and rearrangement of service non-recurring charges. These charges will apply except for conversions made at the request of the Customer from a lower to a higher order of service as provided for in Section 2.4.8 of this guidebook. The higher order of services are set forth in Section 2.4.8 of this guidebook. In the event the agreed upon Service Date, as set forth above, is not met, these charges will not be applied. (T)

	<u>Rate Per Service Order</u>	<u>USOC</u>
Per Special Access Service Order	\$345.00	SOCSP

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5.1 General5.1.1 Ordering Conditions(F) Service Date Advancement

- (1) The conditions and rates specified herein are applicable only for the following services:

- BellSouth Exchange Access Frame Relay Service-DS1
- BellSouth Exchange Access Asynchronous Transfer Mode Service-DS1
- Managed Shared Frame Relay Service - DS1
- Managed Shared Asynchronous Transfer Mode Service - DS1
- SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) -DS3

(2) Initial Access Order

When placing an Access order for the installation, move or rearrangement of services, the customer may request that the service date for services with standard or negotiated intervals be advanced to an earlier service date. If the Company agrees to advance the service date, a Service Date Advancement Charge will apply as specified herein.

- (a) For services with standard intervals, a Service Date Advancement Charge will apply for each day the service date is less than the standard interval.
- (b) For SPA DS1 services with negotiated intervals, which are designated for special handling according to published service date interval guidelines, with an agreed upon interval that is less than the standard interval for SPA DS1 services as measured from the Application Date, a Service Date Advancement charge will apply for each day the service date is advanced from the standard interval for such services.
- (c) For SPA DS3 services with negotiated intervals, which are designated for special handling according to published service date interval guidelines, with an agreed upon interval that is less the standard interval for SPA DS3 services as measured from the Application Date, a Service Date Advancement charge will apply for each day the service date is advanced from the SPA DS3 standard interval.

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5.1.1 Ordering Conditions

(F) Service Date Advancement

(2) Initial Access Orders

- (d) For SPA DS1 and DS3 services with negotiated intervals, the customer may request that the negotiated interval be improved. If the Company determines that the negotiated interval can be improved, the customer must accept the improved service date by supplementing the original Access order. If the customer accepts the improved interval, Service Date Advancement charges will not apply if the improved interval is equal to or greater than the standard interval. If the improved interval is less than the standard interval for the services, the customer will be billed the applicable Service Date Advancement charges pursuant to conditions in this section.
- (e) Irrespective of whether the Company meets the agreed upon service date for an advanced Access order but does provide the service prior to the standard interval or negotiated interval (pursuant to Sections 5.1.1(F)(2) and (3)) for the service ordered, a Service Date Advancement charge will apply for each day the Company completes the Access order in advance of the standard or negotiated interval. If the Company completes an Access order after the standard interval or negotiated interval, a Service Date Advancement charge will not apply (T)

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5.1.1 Ordering Conditions

(F) Service Date Advancement

(3) Pending Access Orders

A customer may also request a change of the service date on a pending Access order. Should the Telephone Company agree to change the service date the following conditions will apply: (T)

- (a) For services with standard intervals where the service interval between the Subsequent Request Date and the Subsequent Due Date is four business days or less, a Service Date Advancement charge will apply for each day the new interval is less than the standard interval.
- (b) For SPA DS1 services with negotiated intervals, where the service interval between the Subsequent Request Date and the Subsequent Due Date is less than the standard interval for SPA DS1 services, a Service Date Advancement Charge will apply for each day the revised service date is advanced from the standard interval for such services. When the interval between the Subsequent Request Date and the Subsequent Due Date is equal to or greater than the standard interval, Service Date Advancement charges will not apply.
- (c) For SPA DS3 services with negotiated intervals, where the service interval between the Subsequent Request Date and the Subsequent Due Date is less than the standard interval for such services, a Service Date Advancement Charge will apply for each day the revised service date is advanced from the standard interval. When the interval between the Subsequent Request Date and the Subsequent Due Date is equal to or greater than the standard interval, Service Date Advancement charges will not apply.
- (d) Advancement of the service date on pending Access orders will also incur a Service Date Change charge as set forth in Section 5.3 of this Guidebook. (T)

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5.1.1 Ordering Conditions

(F) Service Date Advancement

(4) Customer-Missed Appointments

When the customer has requested advancement of a service date, and the Telephone Company has completed the necessary work for the advanced service date and arrives at the customer's premises to install the service but the customer is not ready to accept the service pursuant to conditions in Sections 2.1.4 and 2.3.3 of this Guidebook, the customer will be assessed a Service Date Advancement-Missed Appointment charge, as set forth in Section 5.1.1(F) (9) (b), for the additional Telephone Company resources expended to advance the service date as set forth in Section 5.1.1(F) (6) (d). An example of when this charge may apply is provided in Section 5.1.1(F) (8).

(5) Rescheduled Appointments

A minimum service interval of three business days is required when a customer reschedules a service date (i.e., three business days between the Subsequent Request Date and Subsequent Due Date).

Should the customer requests a service date with an interval of less than three business days between the Subsequent Request Date and the Subsequent Due Date, a Service Date Advancement charge as set forth in Section 5.1.1(F) (9) (a) will apply for each day the new interval is less than three business days. In addition, a Service Date Change charge and a Service Date Change-Additional Dispatch charge will apply as specified in Section 5.3(C) (1) (e).

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5.1.1 Ordering Conditions

(F) Service Date Advancement

(6) Description of Charges

- (a) Service Date Change Charge: This charge represents the administrative resources associated with a customer initiated change to an Access Order that results in a change of the service date. A Service Date Change Charge will apply as set forth in Section 5.3(C)(1). (T)
- (b) Service Date Change-Additional Dispatch Charge: This charge represents the resources associated with a Telephone Company technician's dispatch to the customer's premises to install, move or rearrange a service. This charge only applies when the customer supplements an Access Order to be completed on a new service date due to the customer not allowing the technician to complete the Access Order on a previous service date. This charge will apply as set forth in Section 5.3(C)(1). (T)
- (c) Service Date Advancement Charge: This charge represents the additional resources associated with advancing a service date (i.e., monitoring, reprioritizing and rescheduling service orders, and accelerating pre-defined daily work activities) at the customer's request and is assessed only when the Telephone Company completes the Access Order or the customer cancels the order per Section 5.1.1(F)(7)(b). This charge will apply as set forth in Section 5.1.1(F)(9)(a). (T)
- (d) Service Date Advancement-Missed Appointment Charge: This charge represents the additional resources associated with advancing a service date (i.e., monitoring, reprioritizing and rescheduling service orders, and accelerating pre-defined daily work activities) and is only assessed when the customer does not allow the Telephone Company to complete an Access Order on an advanced Service Date. This charge will apply as set forth in Section 5.1.1(F)(9)(b). (T)

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5.1 General

5.1.1 Ordering Conditions

(F) Service Date Advancement

(7) Restrictions

- (a) The Service Installation Guarantee, specified in Section 2.4.9, will not apply on Access orders with advanced service dates. (T)
- (b) When the customer cancels an Access order for the installation, move or rearrangement of services, a Service Date Advancement charge may apply in accordance with terms and conditions for cancellation percentages on nonrecurring charges as set forth in Section 5.4. (T)

(8) Application of Rates and Charges for Initial Orders

- (a) For services with standard intervals, a Service Date Advancement charge, specified in Section 5.1.1(F) (9) (a), will apply on a per circuit basis for each day the service date is advanced from the standard interval for services set forth in Section 5.1.1(F) (1). (T)
- (b) For SPA DS1 services with negotiated intervals with an agreed upon interval of less than the standard interval, a Service Date Advancement charge, specified in Section 5.1.1(F) (9) (a), will apply for each day the service date is less than the standard interval for such services. When the interval between the Subsequent Request Date and the Subsequent Due Date is equal to or greater than the standard interval, Service Date Advancement charges will not apply. (T)
- (c) For SPA DS3 services with negotiated intervals with an agreed upon interval that is less than the standard interval, a Service Date Advancement charge, specified in Section 5.1.1(F) (9) (a), will apply for each day the service date is advanced from the standard interval for SPA DS3 services. When the interval between the Subsequent Request Date and the Subsequent Due Date is equal to or greater than the standard interval, Service Date Advancement charges will not apply. (T)

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5.1 General

5.1.1 Ordering Conditions

(F) Service Date Advancement

(8) Application of Rates and Charges

(d) A Service Date Advancement-Missed Appointment charge in Section 5.1.1(F)(9)(b) will apply per circuit, per occurrence for services in Section 5.1.1(F)(1) for Telephone Company resources expended to advance a service date. Following is an example of when this charge may apply for an order with a standard interval: (T)

- A customer submits an Access order for a DS1 (a.k.a., BellSouth SPA DS1) service to be installed at the customer's premises. The Access Order has a requested service date that is two business days less than the standard interval for DS1 (a.k.a., BellSouth SPA DS1) service. The Telephone Company agrees to the requested advanced service date and informs the customer that Service Date Advancement charges will apply and will be billed to the customer upon the Telephone Company installing and completing the Access order. However, when a Telephone Company technician arrives to install the DS1 (a.k.a., BellSouth SPA DS1) service on the advanced service date, the Telephone Company cannot gain access to the customer's premises to install the service and complete the order. Therefore, the customer is billed a Service Date Advancement-Missed Appointment charge (i.e., \$300 per circuit per occurrence) for the additional resources required to advance the service date. Had the Telephone Company technician been allowed to install and complete the order on the advanced service date, the customer would have been billed the normal Service Date Advancement charges provided in Section 5.1.1(F)(9)(a) for advancing the service date. (T)

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5.1 General

5.1.1 Ordering Conditions

(F) Service Date Advancement

(9) Rates and Charges

<u>(a) Service Date Advancement</u>	<u>Nonrecurring Charge</u>	<u>USOC</u>
- SPA DS1 Services, Per Circuit, Per Day	\$200.00	SDASP
- SPA DS3 Services, Per Circuit, Per Day	\$200.00	SDASQ
<u>(b) Service Date Advancement-Missed Appointment</u>		
- SPA DS1 Services, Per Circuit, Per Occurrence	\$300.00	SDAMA
- SPA DS3 Service, Per Circuit, Per Occurrence	\$300.00	SDAMP

(10) The Service Date Advancement charges, as set forth in Section 5.1.1(F)(9), is in addition to other applicable nonrecurring charges associated with services listed in Section 5.1.1(H)(1). These charges do not apply when the customer requests conversion to a higher order of service as provided in Section 2.4.8(A)(4) of this Guidebook. These charges do not apply to services provided in a Special Services Arrangement or to services provided on an Individual Case Basis. (T)

(11) Should the customer fail to pay the properly assessed Service Date Advancement charge, the Telephone Company may elect not to accept the customer's future requests to advance a service date while there is a billed amount outstanding. Any future requests for service from the customer will be processed with the standard or negotiated interval, as appropriate, until outstanding Service Date Advancement charges owed by the customer have been paid. (T)

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5.1 General

5.1.1 Ordering Conditions

(F) Service Date Advancement

(T)

(12) When costs other than additional engineering and labor, as set forth in Section 13 of this guidebook, are to be incurred when an order is advanced, the Company will develop these costs in accordance with Special Construction terms and conditions as set forth in this guidebook. Authorization to incur the costs and to bill the Customer will be in accordance with the Special Construction terms and conditions.

(T)

(13) The time required to provision the service (i.e., the interval between the Application Date and the Service Date) is known as the service interval. Such intervals will be established in accordance with published service date interval guidelines which are available to Customers upon request, whether the Customer's service is subject to standard or negotiated intervals. The Customer may request a service date other than that established pursuant to the service date interval guidelines, and the Telephone Company, where possible, will establish the service date in accordance with such request, subject, however, to other applicable provisions of this guidebook.

(T)

(T)

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5.1 General

5.1.2 Provision of Other Services

- (A) Testing Service, Additional Labor, and Special Facilities Routing shall be ordered with an Access Order or as set forth in Section 5.1.2(B). (T)
The rates and charges for these services, as set forth in other sections of this guidebook, will apply in addition to the ordering charges set forth in this section and the rates and charges for the Access Service with which they are associated.
- (B) With the agreement of the Telephone Company, the items listed in Section 5.1.2(A) may subsequently be added to the order at any time, up to and including the service date for the Access Service. When added subsequently, charges for a design change as set forth in Section 5.3(C)(3) will apply when an engineering review is required. (T)
(D)
- (C) Additional Engineering is not an ordering option, but will be applied to an Access Order when the Telephone Company determines that Additional Engineering is necessary to accommodate a customer request. Additional Engineering will only be required as set forth in Section 13.1 in this guidebook. When it is required, the customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. (T)

If the customer agrees to the Additional Engineering, a firm order will be established. If the customer does not want the service or facilities after being notified that Additional Engineering of Telephone Company facilities is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the customer for the Additional Engineering may not exceed the estimated amount by more than 10%

The conditions, rates and charges for Additional Engineering are as set forth in Section 13.1 and are in addition to the conditions, rates and charges specified in this section (T)

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5.1.3 Special Construction

Special construction rates and charges conditions are set forth in Part 1, Section 8 of this guidebook and are in addition to the conditions, rates and charges specified in this guidebook. (T)

5.2 Access Order

5.2.1 General

An Access Order is used by the Telephone Company to provide a customer Special Access service.

5.2.2 Reserved for Future Use

5.2.3 Reserved for Future Use

5.2.4 Reserved for Future Use

5.2.5 Reserved for Future Use

5.2.6 Reserved for Future Use

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5.2 Access Order

5.2.7 Special Access Service (a.k.a. BellSouth SPA)

(A) For all Special Access (a.k.a. BellSouth SPA) Services the customer must specify the customer premises or Hubs involved, the channel type (High Capacity (a.k.a. BellSouth High Capacity), etc.), the channel interface, technical specification package and options desired. For multipoint services the channel interface at each premises may, at the request of the customer, be different but all such interfaces shall be compatible. When establishing Special Access (a.k.a. BellSouth SPA) Service under the Shared Network Arrangement, the host subscriber must coordinate with each service user the design, testing and maintenance of the service. Additionally, the service user must provide to the BellSouth Telephone Companies the Connecting Facility Arrangement (CFA) and the High Capacity (a.k.a. BellSouth SPA High Capacity) Billing Account Number (HBAN) of the host subscriber.

(B) Where the Special Access (a.k.a. BellSouth SPA) is exempt from the Special Access Surcharge as set forth in Section 7.4.2 in this guidebook, the customer shall furnish with the order the certification as set forth in that section. (T)

5.2.8 Reserved for Future Use

5.2.9 Reserved for Future Use

5.2.10 Reserved for Future Use

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5.2 Access Order

5.2.11 Reserved for Future Use

5.2.12 Reserved for Future Use

5.2.13 Reserved for Future Use

5.2.14 Billing Name and Address (BNA)

In addition to the ordering conditions set forth in Section 5.1.1, the (D) customer shall also provide the following:

- (1) The customer's Carrier Identification code (CIC) or pseudo CIC Code and Access Carrier Name Abbreviation (ACNA). In the event the customer does not have such an assignment the customer must contact BellSouth for this assignment;
- (2) A list of Carrier Identification Codes (CICs) or pseudo CIC Codes and Access Carrier Name Abbreviations (ACNAs) for whom billing services are being performed;
- (3) The established BellSouth Carrier Access Billing System (CABS) Account (C07) account number and if no account exists BellSouth will establish a C07 account for billing purposes.

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5.2.15 Mechanized Interface to Specified Operation Support Systems

For any customer of Special Access (a.k.a. BellSouth SPA) Service, additional features are offered. The features include: a mechanized interface to the trouble reporting system as indicated in Section 5.2.15(A), a mechanized interface to the Preferred Interexchange Carrier (PIC); Street Guide Validation, and verification of Connecting Facility Assignments (CFA) and Network Channel/Interface Codes (NC/NCI). (T) (T)

(A) The feature, Trouble Administration for Access Services, allows the customer to electronically perform the following:

- Enter a Trouble Report
- Request Trouble Report status
- Add Trouble Report information
- Modify Trouble Report attributes
- Verify repair completion
- Cancel Trouble Report
- Trouble Report attribute value change

(B) The feature, Street Guide Validation, provides the customer with the ability to electronically verify an end user street address for the purpose of submitting an accurate access service request (ASR).

This feature is available to the customer in conjunction with the submission of an ASR for the sole purpose of validating the street address of an end user. Any other use of this service is prohibited.

(C) The features, Connecting Facility Assignment (CFA) and Network Channel/Interface Codes (NC/NCI) are provided for the sole purpose of enabling the customer to electronically verify connecting facility assignment(s) and network channel/interface code(s) prior to submitting an access service request (ASR).

(D) To implement these features, the customer must provide a terminal a modem and Switched Dial Service or a Private Line Service to a location designated by the Company at which the Company provides access to these features. If the customer chooses to utilize a dial service to access these features, a Security Card is required. The ordering conditions for the Security Card are set forth in Section 13 of this guidebook.

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5.3 Access Order Modifications

- (A) The Customer may request a modification of its Access Order at any time prior to notification by the Telephone Company that service is available for the Customer's use. The Telephone Company will make every effort to accommodate requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the modification cannot be made with the normal work force during normal business hours, overtime installation charges as stated in Section 13 of this guidebook may be applicable. All charges for Access Order modifications will apply on a per occurrence basis. (T)
- (B) Any increase in the number of Special Access (a.k.a. BellSouth SPA) service channels will be treated as a new Access Order (for the increased amount only). (C)
- (C) If order modifications are necessary to satisfy the transmission performance for a Special Access (a.k.a. BellSouth SPA) Service order by a Customer, these changes will be made without order modification charges being incurred by the Customer. (T)

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5.3 Access Order Modifications

(C) (Cont'd)

(1) Service Date Change Charge

- (a) Access Order service dates for installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days, except as specified in Sections 5.3(C) (1) (h) or (i). (C)
- (b) When, for any reason except as specified in Sections 5.3(C) (1) (h) or (i), the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Telephone Company accordingly delays the start of service, a Service Date Change Charge will apply. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Telephone Company and reissued with appropriate cancellation charges applied unless the Customer indicates that billing for the service is to commence as set forth in Section 5.4(A). (C)
- (c) Except as specified in Section 5.3(C) (1) (i), failure to notify the Telephone Company prior to the original service date to request a different service date may result in the application of a Service Date Change-Additional Dispatch Charge for installations, moves and rearrangement of services. If a Telephone Company technician is dispatched to the Customer's premises on the scheduled service date and the Customer has failed to notify the Telephone Company before three o'clock p.m. EST on the business day prior to the scheduled service date that it wishes to change the service date, the Telephone Company will delay the start of service pending negotiations with the Customer. (C)
- If the Customer reschedules the service date, a Service Date Change-Additional Dispatch Charge will apply in addition to a Service Date Change Charge as specified in Section 5.1(C) (1) (e). When the rescheduled service date has a service interval of three business days or less, Service Date Advancement charges, as set forth in Section 5.1.1(F) (8), will apply in addition to the Service Date Change-Additional Dispatch charge and the Service Date Change charge in Section 5.1(C) (1) (e).
- If the Customer cancels the service date, cancellation charges will apply in accordance with terms and conditions for cancellation charges as set forth in Section 5.4. Cancellation of the order will not preclude the application of the Service Date Change Charge and Service Date Change-Additional Dispatch Charge assessed for prior occurrences on the same order. In addition, the Service Date Advancement-Missed Appointment Charge set forth in Section 5.1.1(F) (9) may apply on orders with advanced service dates.
- Section 5.1.1(F) (6) provides a description of the Telephone Company resources associated with the Service Date Change and Service Date Change-Additional Dispatch Charge.

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5.3 Access Order Modifications

(C) (Cont'd)

(1) Service Date Change Charge

(d) A new service date may be established that is prior to the original service date if the Telephone Company determines it can accommodate the Customer's request without delaying service dates for orders of other Customers.

(e) A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Service Date Change-Additional Dispatch Charge will apply for each occurrence of a technician dispatch to the Customer's premises when the Customer is not ready for service as specified in Section 5.3(C)(1)(c). The applicable charges are: (T)

<u>Service Date Change Charge</u>	<u>USOC</u>	<u>Charge</u>
Per Order, per Occurrence	OMC	\$31.60
<u>Service Date Change- Additional Dispatch Charge</u>	<u>USOC</u>	<u>Charge</u>
Per Occurrence	OMCAD	\$150.00

(f) For multiple orders with the same service date for the same Customer premises, only one Service Date Change-Additional Dispatch charge will apply. However, a Service Date Change charge will apply for each order.

(g) Service Installation Guarantees, as set forth in Section 2.4.9, are not applicable for Service Date Change Charges. (T)

(h) An exception to the Service Date Change Charge provisions in Sections 5.3(C)(1)(a) and (b) applies for BellSouth Metro Ethernet Service and AT&T Switched Ethernet Service. The following provisions apply: (T)

If a Customer is unable to accept Service on the original due date, the Customer may issue one or more supplements to an access order to change the original due date to a date no more than 120 calendar days after the original due date. When such requests are made, the Telephone Company will accordingly delay the start of service and the Customer will incur a Service Date Change Charge. The first supplement to the access order must be received by the Telephone Company on or before 30 calendar days after the original due date.

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5.3 Access Order Modifications

(C) (Cont'd)

(1) Service Date Change Charge (Cont'd)

(h) (Cont'd)

If a Customer has opted to issue a supplement to an access order to extend the original due date but is unable to accept Service within 121 calendar days after the original due date, one of the following will apply:

- If Service has not been fully provisioned, the Telephone Company will cancel the order on the 121st calendar day after the original due date and charges specified in Section 5.4 will apply, or
- If Service has been fully provisioned, the Telephone Company will begin billing for the Service on the 121st day after the original due date.

If a Customer is unable to accept Service within 31 calendar days after the original due date, and the Telephone Company has not received a supplement to the access order to extend the due date within 30 calendar days after the original due date, one of the following options will apply:

- If Service has not been fully provisioned, the Telephone Company will cancel the order on the 31st calendar day after the original due date and charges specified in Section 5.4 will apply, or
- If Service has been fully provisioned, the Telephone Company will begin billing for the Service on the 31st calendar day after the original due date.

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5.3 Access Order Modifications

(C) (Cont'd)

(1) Service Date Change Charge (Cont'd)

(i) Reserved for Future Use

(T)

(2) Partial Cancellation Charge

(M)

Any decrease in the number of ordered Special Access (a.k.a. BellSouth SPA) service channels will be treated as a partial cancellation and the charges as set forth in Section 5.4(B) will apply.

(M)

Some material appearing on this page previously appeared on 3rd Revised Page 20.1.

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5.3 Access Order Modifications

(C) (Cont'd)

(3) Design Change Charge

The customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by Telephone Company personnel of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of type of channel interface, type of Interface Group or technical specification package. Design changes do not include a change of customer premises, end user premises or Special Access (a.k.a. BellSouth SPA) service channel type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

Should a customer requested Design change be received on a pending access order that results in the establishment of a new service date that exceeds the original service date by more than 30 days, the customer shall not be required to cancel and reissue a new order, but shall be billed a design change charge and a service date change charge.

The Telephone Company will review the requested change, notify the customer whether the change is a design change, if it can be accommodated and if a new service date is required. If the customer authorizes the Telephone Company to proceed with the design change, a Design Change Charge will apply. The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is:

<u>Design Change Charge</u>	<u>USOC</u>	<u>Rate Per Order</u>
ALL STATES	H28	\$39.93

If a change of service date is required, the Service Date Change Charge as set forth in Section 5.3(C)(1) will also apply. (T)

Service Installation Guarantees, as set forth in Section 2.4.9 of this guidebook, are not applicable for Design Change Charges. (T)

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5.4 Cancellation of an Access Order

- (A) A customer may cancel an Access Order for the installation of service at any time prior to notification by the Telephone Company that service is available for the Customer's use. The Cancellation Date is the date the Telephone Company receives written notice from the Customer that the order is to be canceled. (T)
(C)
(D)
- (B) When a Customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows: (T)
- (1) Costs incurred in conjunction with the provision of Virtual Access Cross Connect Service, Physical Access Cross Connect Service, Intra-Office Collocation Cross Connect Service, or Special Access (a.k.a. BellSouth SPA) Service starts on the Application Date as defined in Section 5.4(B)(4)(b). Provisions addressing the application of charges for other BellSouth Expanded Interconnection elements are contained in Section 20 of this guidebook.

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5 - Ordering Options for Special Access (a.k.a. BellSouth SPA) Service

5.4 Cancellation of an Access Order

(B) (Cont'd)

- (2) When the customer cancels an Access Order prior to the Design Layout Report Date, as defined in Section 5.4(B)(4)(b), no charges shall apply. (T)
- (3) When the customer cancels an Access Order on or after the Design Layout Report Date, a charge equal to the estimated costs incurred by the Telephone Company shall apply. Such charge is determined as specified in Section 5.4(B)(4). (T)
- (4) Charges applicable, as specified in Section 5.4(B)(3), are based on the estimated costs incurred by the Telephone Company at the time the order is cancelled. The estimated costs incurred are determined based on the following: (T)
 - (a) Certain Telephone Company critical dates are associated with an Access Order provisioning interval, whether standard or negotiated. These dates are used by the Telephone Company to monitor the progress of the provisioning process. At any point in the Access Order interval the Telephone Company is able to determine which critical date was last completed and can thus determine what percentage of the Telephone Company's provisioning costs have been incurred as of that critical date.
 - (b) The critical dates tracked by the Telephone Company are as follows:
 - Application Date (APP): The date the customer provides to the Telephone Company, (1) a firm commitment for service and (2) sufficient information as detailed in Section 5.1 to enable the Telephone Company to begin service provisioning. This is also the order date. (T)
 - Scheduled Issue Date (SID): The date that the order is to enter the Telephone Company's order distribution system.
 - Design Layout Report Date (DLRD): The date the Design Layout Report (DLR) is forwarded to the customer.
 - Records Issue Date (RID): The date that all design and assignment information is to be sent to the central office and installation forces.

ACCESS SERVICE

5 - Ordering Options for Special Access (a.k.a. BellSouth SPA) Service

5.4 Cancellation of an Access Order

(B) (Cont'd)

(4) (Cont'd)

(b) (Cont'd)

- Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is to be completed, all plug-ins optioned, aligned, and frame continuity established, and the interoffice facilities, if applicable, tested. In addition, switching equipment, including translation loading, is to be installed and tested.
- Plant Test Date (PTD): The date on which overall testing of the service is to be started.
- Engineering Information Report Date (EIRD): The date the engineering group in another ISS area provides information to the primary engineering group.
- Service Date (DD): The date on which service is to be made available to the customer. This is sometimes referred to as the Due Date.
- Designed, Verified, and Assigned Date (DVA): The date by which field implementation groups must report that all documents and materials have been received.
- Frame Continuity Date (FCD): Date on which frame-to-frame testing must be completed. This is sometimes referred to as the Facility Continuity Check Date.
- Loop Assignment and Make-up Date (LAM): The date by which Local Loop Assignment and Make-up information must be available.
- Confirming Design Layout Report Date (CDLRD): The date the Design Layout Report (DLR) is to be confirmed by the customer.

ACCESS SERVICE

5 - Ordering Options for Special Access (a.k.a. BellSouth SPA) Service

5.4 Cancellation of an Access Order

(B) (Cont'd)

(4) (Cont'd)

(c) The percentage of the total provisioning cost incurred by the Telephone Company at a particular critical date varies by the type of service as shown in Section 5.4(B)(4)(d). (T)

(d) When a customer cancels an Access Order, or part of an Access Order, before the service date, the Telephone Company will apply cancellation charges to the order. Cancellation charges are calculated by multiplying all the nonrecurring charges associated with the order, or that part of the order being cancelled, by the percentage shown in Section 5.4(B)(4)(e) for the critical date last completed on the order.* (T)

(e) Cancellation Charge Percentages

TYPE SERVICE/ CRITICAL DATES	AFTER: BEFORE:	APP	SID	LAM	EIRD	DLRD	RID	DVA	WOT	FCD	PTD	DD
<u>SPECIAL ACCESS (a.k.a. BellSouth SPA)</u>												
HICAP (a.k.a. BellSouth High Capacity) FACILITIES		12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0

* As set forth in Section 5.4(B)(2), when a customer cancels an order prior to the Design Layout Report Date, no cancellation charges shall apply. (T)

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5 - Ordering Options for Special Access (a.k.a. BellSouth SPA) Service

5.4 Cancellation of an Access Order

(B) (Cont'd)

(4) (Cont'd)

(e) Cancellation Charge Percentages

TYPE	CRITICAL DATES	AFTER: APP	SID	LAM	EIRD	DLRD	RID	DVA	WOT	FCD	PTD	DD	
SERVICE/	BEFORE: SID		LAM	EIRD	DLRD	RID	DVA	WOT	FCD	PTD	DD		
MANAGED SHARED FRAME RELAY SERVICE		10.73	18.98	24.44	29.91	35.71	36.53	48.17	62.44	81.19	98.42	100	
MANAGED SHARED ATM SERVICE		15.04	21.89	26.53	30.77	35.26	35.91	45.26	56.76	78.36	98.71	100	
BELLSOUTH WAVELENGTH SERVICE		12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100	
BELLSOUTH METRO ETHERNET SERVICE		11.6	33.1	42.9	44.8	47.3	47.9	53.1	69.9	85.6	94.9	100	
BELLSOUTH WAVELENGTH DEDICATED RING SERVICE ⁽¹⁾		24.3	45.8	45.8	48.6	51.4	53.1	64.5	78.8	83.5	91.7	100	(T)
BELLSOUTH WAVELENGTH CHANNEL SERVICE ⁽²⁾		18.2	34.1	34.1	36.4	38.8	40.5	48.3	71.6	88.8	94.4	100	(T)
AT&T DEDICATED ETHERNET		18.2	34.1	34.1	36.4	38.8	40.5	48.3	71.6	88.8	94.4	100	(N)

⁽¹⁾ Cancellation Charge Percentages apply to BellSouth Wavelength Dedicated Ring Service ring level.

⁽²⁾ Cancellation Charge Percentages apply to BellSouth Wavelength Channel Service Dedicated System.

ACCESS SERVICE

5 - Ordering Options for Special Access (a.k.a. BellSouth SPA) Service

5.4 Cancellation of an Access Order

(B) (Cont'd)

- (5) The provisions of Sections 5.4(B)(1)-(4) shall not apply to cancellations of Access Orders for AT&T Switched Ethernet Service. Cancellation charges for AT&T Switched Ethernet Service are applied based upon the tiered fee schedule outlined below. When a Customer cancels an Access Order for a new AT&T Switched Ethernet Service Customer Port Connection, cancellation charges will apply, even when nonrecurring installation charges would otherwise be waived. Cancellation charges will be calculated based on the number of calendar days between the Telephone Company's receipt of the Access Order and the Cancellation Date. A cancellation charge will apply on a per Port Connection basis as shown in the table below: (C)

Cancellation Date - Calendar Days After Receipt of Order	USOC	Cancellation Charge (Per Port Connection)
0-10	NRFSC	\$0.00
11-30	NRFSD	\$0.00
31-60	NRFSE	\$2,000.00
61+	NRFSE	\$3,000.00

Cancellation charges do not apply for cancellations of Access Orders for AT&T Switched Ethernet Service under the following circumstances: (N)

- (a) If the Telephone Company misses a service due date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., Force Majeure conditions);
- (b) If an order is cancelled because Customer does not agree to pay applicable Special Construction charges as described in Part 1, Section 8.
- (c) If the Telephone Company requests that the Customer cancel and re-submit an order; or
- (d) If the Customer cancels an order and, within 90 days after the cancellation date of that order, submits a new order for service to the same service address with bandwidth equal to or greater than the bandwidth requested in the cancelled order. Customer may be required to submit a claim for a credit for, or reversal of, the cancellation charge in order to establish that the new order is related to the cancelled order and meets the criteria specified above. (N)

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5 - Ordering Options for Special Access (a.k.a. BellSouth SPA) Service

5.4 Cancellation of an Access Order (Cont'd)

- (C) When a Customer cancels an service order for BellSouth Wavelength service, BellSouth Wavelength Dedicated Ring service, BellSouth Wavelength Channel Service, LightGate service (a.k.a. BellSouth SPA Point to Point Network) system, SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), AT&T Dedicated Ethernet or BellSouth Metro Ethernet Service prior to the beginning of the selected service period, the Customer will be liable for all capital expenses incurred by the Telephone Company in provisioning the BellSouth Wavelength service, BellSouth Wavelength Dedicated Ring service, BellSouth Wavelength Channel Service, LightGate service (a.k.a. BellSouth SPA Point to Point Network), SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), AT&T Dedicated Ethernet or BellSouth Metro Ethernet Service as of the date the order is canceled by the Customer. The charges billed to the Customer will not exceed an amount equal to the minimum period for the service as set forth in Part 5, Section 1 and Part 11, Sections 7, 28 and 29 of this Guidebook at the month-to-month rates set forth in Part 5, Section 1 and Part 11, Sections 7, 28 and 29 of this Guidebook. Such charges will be billed in addition to and subsequent to the cancellation charges set forth in Section 5.4(B). (N)
- (D) When a Customer cancels an order for the discontinuance of service, no charges apply for the cancellation. (N)
- (E) If the Telephone Company misses a service date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., acts of God, governmental requirements, work stoppages and civil commotion), the Customer may cancel the Access Order without incurring cancellation charges. (N)

5.5 Cancellation of a letter of agreement

- (A) When facilities must be constructed prior to the Telephone Company receipt of an Access Order (e.g., construction where facility assignment is not yet available, due to lack of spare capacity), excluding special construction, the Customer will be required to submit a written letter of agreement to the Telephone Company which includes a maximum estimate, as previously provided by the Telephone Company as set forth at Section 5.5(B), of the cancellation charges. A Customer may cancel a written letter of agreement.

The cancellation date is the date the Telephone Company receives written or verbal notice from the Customer that the letter of agreement is to be cancelled. If verbal notice is given, it must be followed by written confirmation within 10 days or it shall be deemed to be void. If a Customer does not place an Access Order for the services within 30 days of receiving notification that the network is ready for the services ordered, the letter of agreement will be deemed cancelled.

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5 - Ordering Options for Special Access (a.k.a. BellSouth SPA) Service

5.5 Cancellation of a letter of agreement (Cont'd)

- (B) When a Customer cancels a letter of agreement, cancellation charges will apply as follows: (T)
- (1) Installation of facilities is considered to have started when the Telephone Company incurs any cost in connection therewith or on preparation thereof which would not otherwise have been incurred.
 - (2) Applicable letter of agreement cancellation charges will be calculated from the costs incurred by the Telephone Company at the time the letter of agreement is cancelled. The cancellation charge equals:
 - (a) Non-recoverable cost of equipment and material ordered, provided or used, and
 - (b) Non-recoverable cost of installation and removal including the cost of engineering, labor, supervision, transportation, rights-of-way and other associated costs,
 - (c) Less previously collected special construction charges, if applicable.

The above Section 5.5 does not apply to AT&T Switched Ethernet Service. (N)

5.6 Selection of Facilities for Access Orders

- (A) When a Customer places an Access Order, it may choose to utilize facilities it previously purchased. If the Customer has a high capacity interface, or has purchased a facility, the Customer must request that specific channels be used to implement the Access Order. If a facility assignment is not provided by the Customer, the Telephone Company will provide the service from available inventory as discussed in Section 5.8. (T)
- (B) For all other Access Orders, the option to request a specific transmission path or channel is not provided except as provided for under Special Facilities Routing. (T)

ACCESS SERVICE

5 - Ordering Options for Special Access (a.k.a. BellSouth SPA) Service

5.7 Minimum Period

- (A) Except as set forth in Section 5.7(C), and other sections of this Guidebook, the minimum period for which charges are applicable for Access Service is one month. (T)
- (B) Service Rearrangements and Transfer of Service as set forth in Section 7 of this guidebook for Special Access (a.k.a. BellSouth SPA) services and Optical Transport Access services respectively, may be made without a change in minimum period requirements.
- (C) Changes, other than those identified in other sections of this guidebook, will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service. A new minimum period will be established for the new service. The customer will also remain responsible for all outstanding minimum period obligations associated with the disconnected service.

The changes listed below are those that will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

- (1) A move to a different building as set forth in Sections 7, 28 and 29 of this guidebook.
- (2) A change in type of service (i.e., BellSouth SWA to Special Access (a.k.a. BellSouth SPA), one type of Special Access (a.k.a. BellSouth SPA) service to another.
- (3) A change in the type of Special Access (a.k.a. BellSouth SPA) Service Local Channel or Optical Transport Access Service Wavelength Channel.

Note 1: Specific conditions for BellSouth Metro Ethernet Service minimum period, service rearrangements (reconfigurations) and changes are provided in Section 7 of this guidebook.

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5 - Ordering Options for Special Access (a.k.a. BellSouth SPA) Service

5.7 Minimum Period (Cont'd)

- (D) A customer may request disconnect of an access service at any time after the service has been established. The customer must give the Telephone Company at least one business day written or verbal notice prior to the desired disconnect date. The one business day notice period will begin on the date the Telephone Company first receives the disconnect notification, either written or verbal. The verbal notice must be followed by written confirmation within 10 days.

When Access Service is disconnected prior to the expiration of the minimum period, the customer is obligated for payment of the minimum period charge as set forth in Section 5.6.1. When Access Service is disconnected after the expiration of the minimum period, billing for the service will be performed in accordance with the provisions set forth in Section 2 of this guidebook.

(T)

5.7.1 Minimum Period Charges

- (A) When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The disconnect date is the final date the customer has use of the service.
- (B) The Minimum Period Charge for service provided with a one month minimum period will be determined as follows:
- (1) For Special Access (a.k.a. BellSouth SPA), the charge for a month or fraction thereof is the applicable monthly rates for the service as set forth, respectively, in Section 7 of this guidebook.
- (C) All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.
- (D) Should billing for a service which is disconnected prior to the expiration of the Minimum Period cover multiple billing cycles, the bill reflecting the disconnect of service will be adjusted to account for that portion of the Minimum Period Charge previously billed to the customer. In no event shall the total recurring charge billed to the customer for such service exceed the applicable Minimum Period Charge.

All applicable nonrecurring charges associated with the provision of service will be billed in addition to the Minimum Period Charge. Such nonrecurring charges include the nonrecurring charge for the installation of service and/or optional features, Service Order Modification Charges, Additional Engineering and Labor Charges, if any, etc.

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5.8 Shared Use Facilities

(T)

Shared use occurs when BellSouth SWA, Special (a.k.a. BellSouth SPA) and BellSouth Expanded Interconnection services are provided over the same high capacity (a.k.a. BellSouth SPA High Capacity) facility through a common interface. The facility may be ordered either as BellSouth SWA, Special Access (a.k.a. BellSouth SPA) or Virtual Access Cross Connect, Physical Access Cross Connect, or Intra-Office Collocation Cross Connect Service.

Billing will commence for the high capacity (a.k.a. BellSouth SPA High Capacity) facility as soon as the facility is turned over to the customer for use (i.e., on the service date). Such billing will include charges for the Virtual Access Cross Connect Service, Physical Access Cross Connect Service, Intra-Office Collocation Cross Connect Service, Special (a.k.a. BellSouth SPA) Local Channel or BellSouth SWA Local Channel, the Channelization Equipment (i.e., the multiplexer) and the interoffice transport, if any. Nonrecurring installation charges will also apply at this time.

Such billing will continue until such time as the customer requests, by placing an order for service, that one or more of the derived channels be used in the provisioning of an end to end BellSouth SWA or Special Access (a.k.a. BellSouth SPA) service. When the end to end service is turned over to the customer for use, billing for the end to end service will commence.

When the original facility is ordered as Special Access (a.k.a. BellSouth SPA), the billing change to the existing facility, if any, will depend on whether the end to end service provisioned over the derived channel(s) is Special (a.k.a. BellSouth SPA). If Special Access (a.k.a. BellSouth SPA) service, the billing for the facility will not change but additional billing will commence for the end to end service provisioned over the facility. This billing will include an additional local channel(s) and interoffice mileage, if applicable, of a lower capacity level (e.g., voice grade).

When the original facility is ordered as Special Access (a.k.a. BellSouth SPA), service is provisioned over a derived channel(s), the Special Access (a.k.a. BellSouth SPA) billing for the original facility will be reduced in direct proportion to the number of channels being utilized for BellSouth SWA service. For example, if six channels of a DS1 are to be used for BellSouth SWA, the Special Access (a.k.a. BellSouth SPA) rate will be reduced by one fourth. The customer will be billed one fourth of the BellSouth SWA DS1 rate, plus all other applicable BellSouth SWA charges for the BellSouth SWA service provided.

When the original facility is ordered as BellSouth SWA, the billing charge to the existing facility, if any, will depend on whether the end to end service provisioned over the derived channel(s) is BellSouth SWA or Special Access (a.k.a. BellSouth SPA) service. If BellSouth SWA service, the billing for the facility will not change but additional billing will commence for the end to end service provisioned over the facility. This billing will include local switching, information surcharge, carrier common line and additional interoffice transport at a lower capacity, if applicable.

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5 - Ordering Options for Special Access (a.k.a. BellSouth SPA) Service

5.8 Shared Use Facilities (Cont'd)

(T)

When the original facility is ordered as BellSouth SWA and Special Access (a.k.a. BellSouth SPA) service is provisioned over a derived channel(s), the BellSouth SWA billing for the original facility will be reduced in direct proportion to the number of channels being utilized for Special Access (a.k.a. BellSouth SPA) service. For example, if six channels of a DS1 are to be used for Special Access (a.k.a. BellSouth SPA), the BellSouth SWA rate will be reduced by one fourth. The customer will be billed three fourths of the BellSouth SWA DS1 rate, plus all other applicable charges. The customer will be billed one fourth of the Special Access DS1 (a.k.a. BellSouth SPA) rate, plus all other applicable charges for the Special Access (a.k.a. BellSouth SPA) service provided.

BellSouth Dedicated Ring service is only available for Shared Use with SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) and vice versa and BellSouth Managed Shared Ring service is only available for Shared Use with SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring Network) and vice versa. When these services are ordered for Shared Use arrangements, all ring level components must be ordered as either BellSouth SWA or Special Access (a.k.a. BellSouth SPA).

5.9 Available Inventory

(T)

Available inventory is limited and does not include facilities previously ordered. The Telephone Company will make every reasonable effort to maintain sufficient available inventory to provide Access Service in accordance with customer's requested service date intervals. To the extent that service can be provided, Access Orders will be satisfied from available inventory.