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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.2 Minimum Periods (Cont'd)

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:

- (A) 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.
- (B) Except for High Capacity (a.k.a. BellSouth SPA High Capacity) Individual Case Basis (ICB) services and associated channelization listed in Section 7 and Section 12, when a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the lesser of (1) the Telephone Company's total nonrecoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period. For High Capacity (a.k.a. BellSouth SPA High Capacity) Individual Case Basis Services the applicable charge is specified in the Individual Case Basis filing.
- (C) When a customer requests the complete termination of a Special Access (a.k.a. BellSouth SPA) Voice Grade (a.k.a. BellSouth SPA DSO VG) Rate Stability Plan prior to the expiration date of the selected service commitment period, a Termination Liability Charge as specified in 7.4.13.5(B) following will apply.
- (D) For Special Access (a.k.a. BellSouth SPA) DS1 (a.k.a. BellSouth SPA DS1) service provided under a Federal Government Transport Plan (FGTP) arrangement, minimum period charges are as set forth in 10.6.1(F) following.

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(1) (Cont'd)

- (e) For SMARTPath services (a.k.a. BellSouth SPA Shared Ring) and SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring), the monthly charge shall be the total of all the monthly rate element charges associated with the highest level inoperative channelized service (e.g., SMARTPath Area Connection and SMARTPath Area Junction).

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

- (2) For Program Audio (a.k.a. BellSouth SPA Program Audio) and Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video) Special Access services (a.k.a. BellSouth SPA), 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.
  - (b) For two-point services, when daily rates are applicable, the credit shall be at the rate of  $1/288$  of the daily charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues.
  - (c) 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.

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(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.
- (5) For certain Special Access (a.k.a. BellSouth SPA) services (Digital Data Access (a.k.a. BellSouth SPA DSO Digital Data), DA1-4; and High Capacity (a.k.a. BellSouth SPA High Capacity) HC1), any period during which the error performance is below that specified for the service will be considered as an interruption.

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

- (8) For SMARTPath service (a.k.a. BellSouth SPA Shared Ring), and SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring) rate elements, failure by the Telephone Company to meet the performance guarantee described in Sections 7.2.13(C)(2) and 7.2.14(C)(1) of this Tariff, respectively, will prompt a credit equal to 1440/1440 for effected SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring), or SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring), rate elements. A customer request for credit will not be required. The credit will be applied through normal administrative processes and the dollar amount will be reflected on the customer's bill. The credit will apply no more than once per billing period. This credit is in addition to those provided in 2.4.4(B)(1) preceding. The combined total of the credit allowance during a month for failure to meet the performance guarantee in Section 7.2.13(C)(2) or 7.2.14(C)(1), as applicable, and the credit for service interruption contained in Section 2.4.4(B)(1) shall not exceed the monthly rate for the highest level inoperative channelized service.
- (9) The Credit Allowance for Service Interruptions, as described in Section 2.2.4(B)(9), applies only to DS1 Special Access circuits purchased under a CSPP or a TPP in effect as of April 4, 2015. For DS1 Special Access circuits purchased on a month-to-month basis, including those circuits selected for an ACP discount, the Credit Allowance for Service Interruptions will only apply to circuits in effect as of April 4, 2015. Thereafter, the Service Assurance Warranty (SAW), as described in Section 2.4.4(B)(18), will apply to these circuits.

Credit allowances for service interruptions on DS1 Special Access (a.k.a. BellSouth SPA DS1) service (including DS1 Alternate Serving Wire Center service and LightGate service (a.k.a. BellSouth SPA Point to Point Network) DS1 channel interfaces) will be based on

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(9) (Cont'd)

the wire center group assignment of the customer's serving wire center, (see Group 1 wire Center list following). For DS1 Special Access (a.k.a. BellSouth SPA DS1) facilities assigned to Group 1 wire centers, the customer shall be credited at the rate of 1440/1440 for service interruptions of one minute or more. Special Access DS1 (a.k.a. BellSouth SPA DS1) customers with facilities assigned to Group 2 wire centers, (all other wire centers not included in Group 1) shall be credited for interruptions of more than 30 minutes but less than or equal to 210 minutes based on the credit allowance schedule following. For service interruptions of 211 minutes or more the customer shall receive a credit of 1440/1440 of the monthly rate. Credit allowances for DS1 Special Access (a.k.a. BellSouth SPA DS1) service interruptions involving more than one wire center group will be based on the respective local channel wire center rate and the highest interoffice channel mileage rate used in provisioning the service. Ratcheting, to account for BellSouth SWA services, will be applied to DS1 Special Access (a.k.a. BellSouth SPA DS1) service interruption credits. Credit allowance limitations shall be in accordance with Section 2.4.4(B) (4) preceding.

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

The provisions of this subsection do not apply to BellSouth DS1 Diverse service.

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

- (13) Application of credits for service outages for BellSouth SWA DS3 will be calculated as follows: For the affected BellSouth Local Channel, Interoffice Channel and BellSouth SWA DS3 Channelization elements, credits will be applied to the monthly charge associated with each element affected for the highest level inoperative channelized service, after ratcheting adjustments to account for Special Access (a.k.a. BellSouth SPA) service, if any. Where service interruptions of one minute or more per occasion occur, the credit applied shall be 1440/1440 of the total monthly charge for the rate element involved. Credit allowance limitations shall be in accordance with Section 2.4.4.(B)(4) preceding.
- (14) Application of credits for service outages of BellSouth DS1 Diverse service Local and Interoffice Channels will be calculated as follows: In the event of primary facility path failure, service is guaranteed to switch to an alternate facility path in one minute or less. Failure to meet this guarantee will result in credits being applied to the customer's bill equal to 1440/1440 of the monthly charge associated with the affected service element(s) (e.g., for the affected Local Channel, Interoffice Channel, DS1 Basic Channelization System and associated Central Office Channel Interface(s), and 1.544 Mbps elements of service associated with higher capacity Central Office Channel Interface channelization element(s), where the trouble is on the public right-of-way). Credits will be applied through normal administrative processes and the dollar amount will be reflected on the customer's bill. Ratcheting, to account for BellSouth SWA services, will be applied to BellSouth DS1 Diverse service interruption credits. A customer must report the outage in order to receive credit. The credits will apply no more than once per month and the total of all credits, including those in other sections of this Tariff, shall not exceed the monthly rate for service.

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(18) Service Assurance Warranty (SAW)

Credit allowances for service interruptions on DS1 Special Access service will be calculated as provided below. Section 2.4.4(B)(18) applies to DS1 Special Access circuits when Section 2.4.4(B)(9) no longer applies to such circuits.

No credit shall be allowed for an interruption period of less than 30 minutes. For each period of 30 minutes, or fraction thereof, that the interruption continues after the initial 30-minute outage, the Customer will be credited at the rate of 1/1440 of the monthly charges until the outage reaches 4 hours. When the total service interruption on the same service exceeds 4 hours, the Customer shall receive a SAW credit as follows:

- (i) For the initial 4 hour outage, in a 30-day period, the Customer will be credited \$120.
- (ii) Additional service interruptions that are 4 hours or greater that occur in the same 30-day period will be calculated at the rate of 1/1440 per 30-minute interval.

The total credit allowance available to the Customer, regardless of the number or type of service interruptions within a 30-day period, will not exceed 100% of the combined monthly rates per affected service.



2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans

(A) Channel Services Payment Plan

(1) General

- (a) The regulations specified herein are applicable only to specific special access services as indicated in the rate regulations for such services in Section 7 of this tariff.
- (b) The terms of this Channel Services Payment Plan (CSPP) apply to such specific special access services except as noted in the rate regulations 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 Regulations 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.<sup>(2)</sup>
- Payment Plan B, service periods may be selected from 49 months to 72 months in length.<sup>(2)</sup>
- Payment Plan C, service periods may be selected from 73 months to 96 months in length.<sup>(1)(2)</sup>
- 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) system installations must be ordered under Transport Payment Plan (TPP) arrangements as specified in 2.4.8(D) following.

- (1) Effective May 15, 2015, Plan C commitment periods of 74 to 96 months will no longer be available for new CSPPs. A Plan C commitment period of 73 months will continue to be available for new CSPPs. There is no change for existing CSPPs.
- (2) Effective on September 13, 2017, CSPPs greater than 36-months are no longer available for High Capacity (a.k.a. BellSouth SPA High Capacity DS1 (a.k.a. BellSouth SPA DS1)) service and SMARTPath Service (a.k.a. BellSouth SPA DS1 Shared Ring), and CSPPs are no longer available for Metallic (a.k.a. BellSouth SPA Metallic), Telegraph Grade (a.k.a. BellSouth SPA Telegraph), Voice Grade (a.k.a. BellSouth SPA VG), WATS Access Line (WAL) (a.k.a. BellSouth SPA WATS Lines), Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel), Digital Data Access Service (a.k.a. BellSouth SPA DS0 Digital Data) and BellSouth SPA Customer Network Management (CNM) - FlexServ Service, including for any otherwise available renewals or conversions. Circuits already subject to a CSPP, as of September 13, 2017, will continue to be provided under the then-current CSPP term for the remainder of that term.

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(B) Area Commitment Plan (ACP)

The Area Commitment Plan (ACP) allows customers who have obtained service on a month-to-month basis to receive reduced rates, in the form of ACP credits, in exchange for a commitment to maintain a level of service for a specified period of time. The terms of this plan apply to special access services or switched access services that are available under an ACP, except as noted in the rate regulations for a service.

Services included in a Channel Services Payment Plan (CSPP) and/or a Transport Payment Plan (TPP) may not be included in an ACP or vice versa.

The customer determines the commitment level of rate elements that will be included in an ACP, i.e., the customer will provide the number of commitment rate elements expressed as a whole number (e.g., 12 DS1 Local Channels). For example, a customer wishes to establish an ACP for all of his DS1 services that are billing on a month-to-month basis. The customer has 12 DS1 Local Channels and 6 DS1 Interoffice Channels that have a total of 90 Interoffice Channel miles. In this example, the quantity of commitment rate elements would be specified as 12 DS1 Local Channels and 90 Interoffice Channel miles. For interoffice channels, the commitment is based on a quantity of miles. When credits are applied to interoffice channel miles on a circuit, the customer automatically receives credit for the fixed rate element component of the interoffice channel. As a further example, this customer may desire to establish a commitment level only for a small portion of these DS1 services. In this case, the customer would specify the level that is desired (e.g., 1 DS1 Local Channel). ACP commitments are made on a regional basis, i.e., one commitment for all Company service areas.

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(B) Area Commitment Plan (ACP) (Cont'd)

The Customer may choose any period of time between 24 and 72 months for the commitment.<sup>(1)</sup> The applicable rate for use in the ACP calculation is the ACP rate selected commitment period. ACP commitment periods are offered as follows:

- ACP A, commitment periods may be selected from 24 months to 48 months in length.<sup>(2)</sup>
- ACP B, commitment periods may be selected from 49 months to 72 months in length.<sup>(1) (2)</sup>

Each month the Telephone Company will determine the number of in-service rate elements, by type (Local Channel, Multiplexer or Channel Mileage), for which the Telephone Company will apply credits during the following month. The amount of any ACP credit will be based on the difference between the month-to-month rate and the associated ACP rate. Credit and shortfall calculations will be performed at the end of each month, and the resulting credit/shortfall amounts will be applied to the Customer's bill during the following month.

The Telephone Company will apply credits to Local Channel and Multiplexer rate elements, by applying the following steps in the following order:

1. Credits will be applied by state, in proportion to the percentage of the relevant rate element type purchased by the Customer in each state. For example, if a Customer purchases 40 percent of its Local Channels in Florida, then the Telephone Company will apply 40 percent of the Customer's ACP credits to Local Channels to Florida.
2. Within each state, Local Channel and Multiplexer credits will be applied by Rate Zone, beginning with Rate Zone 1 and proceeding to Zone 3.
3. Within each Rate Zone, credits will be applied according to the applicable monthly charge for each rate element, beginning with the highest billed rate elements and proceeding to the lowest billed rate elements.

(1) Effective May 15, 2015, Plan B commitment periods of 61 to 72 months will no longer be available. Plan B commitment periods from 49 to 60 months will continue to be available for new ACPs. There is no change for existing ACPs.

(2) Effective on September 13, 2017, ACPs greater than 36-months for special access services are no longer available, including for any otherwise available conversions. Circuits already subject to an ACP greater than 36-months, as of September 13, 2017, will continue to be provided under the then-current ACP term for the remainder of that term.

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(B) Area Commitment Plan (ACP) (Cont'd)

The Telephone Company will apply credits to mileage rate elements, by applying the following steps in the following order:

1. Credits will be applied by state, in proportion to the percentage of the relevant rate element type purchased by the customer in each state. For example, if a Customer purchases 40 percent of its Local Channels in Florida, then the Telephone Company will apply 40 percent of the Customer's ACP credits to channel mileage in Florida.
2. Within each state, credits will be applied beginning with the longest mileage circuit and proceeding to the shortest mileage circuit.
3. If circuits have the same mileage, credits will be applied by Rate Zone, beginning with Rate Zone 1 and proceeding to Zone 3.
4. Within a Rate Zone, credits will be applied according to the applicable monthly charge for each mileage rate element, beginning with the highest billed rate element and proceeding to the lowest billed rate element.

If the number of in-service rate elements is less than the commitment level, a shortfall charge will apply. The shortfall charge will be equal to the difference between the Customer's commitment level and the number of in-service rate elements of the relevant type (Local Channel, Multiplexer or Channel Mileage); multiplied by 50 percent of the ACP rate applicable to each rate element to which a shortfall charge is applied. To calculate shortfall charges, the Telephone Company will apply the ACP Plan B, Price Cap Zone 2 rate that is in effect on the billing date for the appropriate commitment period, i.e., the ACP rate that is effective at the end of each month for which the credit/shortfall calculations are performed.

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(B) Area Commitment Plan (ACP) (Cont'd)

Services available under ACP and the ACP rates are specified in the rate regulations of the individual services.

Credit and shortfall amounts will be distributed to billing areas based on each billing area's portion of a Customer's regional ACP eligible in-service units. Each state in the region is considered to be one billing area.

Effective March 4, 2006, a Customer may have only one ACP. For Customers with multiple ACP commitments prior to March 4, 2006, upon expiration of the multiple commitments, only one ACP may be maintained. In those cases as of March 4, 2006, where the Customer has more than one ACP agreement, the credits and shortfall charges will be determined in chronological order, starting with the earliest agreement. For Interoffice Mileage Commitments under ACP, circuits will be assigned with the longest mileage circuit assigned first and continuing in descending order by circuit length until the number of circuits subscribed to are assigned starting with the earliest agreement.

The Customer may add or disconnect services as desired, subject to the minimum service periods set forth in Section 7.4.4 for special access services or as set forth in Section 6.7.2 for switched access services and subject to applicable nonrecurring charges. Credits for services under an ACP will be made at the circuit level.

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(B) Area Commitment Plan (ACP) (Cont'd)

A customer may upgrade services under an ACP to a higher order of service<sup>1</sup>, provided under an Optional Payment Plan (i.e., an ACP, a TPP, a FPSPP, a FSP or a CSPP arrangement) and request a reduction in his ACP commitment level without incurring a termination liability. The customer request for the services being upgraded from a lower order of service must be coordinated with the installation of the new service being upgraded to a higher order of service. A new ACP will be issued to reflect a new commitment level. The new commitment level must be equal to or greater than the current commitment level less the quantity of services upgraded.

Effective March 4, 2006, a customer desiring to increase a commitment level may update an existing ACP agreement to include the increased commitment level. The commitment period for the updated ACP agreement must be equal to or greater than the time remaining in the existing ACP agreement.

If during the commitment period, the customer desires to decrease its commitment level or period, the customer must enter into a new ACP agreement and terminate the existing ACP agreement(s). This will result in a termination liability to be calculated as follows:

The penalty for a decrease in the commitment level or commitment period, per unit decreased, will equal the ACP rate associated with the existing ACP agreement multiplied by the difference in months between the time the ACP agreement has been in effect and the minimal months of the existing agreement times a factor. The factor is 40 percent for agreements that have been in effect twelve months or less, or 20 percent for agreements that have been in effect longer than 12 months.

Changes in commitment periods within a plan (e.g., ACP B) do not constitute a change involving a termination liability.

In the case of a decrease in both a commitment level and commitment period, the termination liability will be calculated first for the reduction in level and then for the reduction in period based on the reduced level.

Note 1: 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.

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (TPP)

(1) General

- (a) The regulations and terms specified herein are applicable only to LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring and/or BellSouth DS1 Diverse service Special Access (a.k.a. BellSouth SPA) services as indicated in the rate regulations in Sections 6 and 7 of this tariff.
- (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, service periods may be selected from 12 months to 36 months in length.
  - Payment Plan B, service periods may be selected from 37 months to 60 months in length.<sup>(2)</sup>
  - Payment Plan C, service periods may be selected from 61 months to 96 months in length.<sup>(1) (2)</sup>

<sup>(1)</sup> Effective May 15, 2015, Plan C commitment periods of 62 to 96 months will no longer be available for new TPPs. A Plan C commitment period of 61 months will continue to be available for new TPPs. There is no change for existing TPPs.

<sup>(2)</sup> Effective on September 13, 2017, TPPs greater than 36-months are no longer available for LightGate (a.k.a. BellSouth SPA Point to Point Network) service and BellSouth DS1 Diverse service, including for any otherwise available renewals, extensions or conversions. Circuits already subject to a TPP greater than 36-months, as of September 13, 2017, will continue to be provided under the then-current TPP term for the remainder of that term.

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(1) General (Cont'd)

- (c) Conversions of existing CSPP arrangements for BellSouth DS1 Diverse service, LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth 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 BellSouth DS1 Diverse service and/or LightGate (a.k.a. BellSouth SPA Point to Point Network) 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 6, 7 and 29 following are set as of the Application Date for BellSouth DS1 Diverse service, LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or BellSouth Dedicated Ring 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 by which service can be made available to the customer by the Telephone Company.



2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(2) Application of Rates (Cont'd)

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

(3) Additions

- (a) Additions of services or rate elements, to existing BellSouth DS1 Diverse service to activate spare or unused capacities, must be activated under the same rate plan as the existing TPP arrangement. LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or BellSouth Dedicated Ring channel interfaces must be activated as set forth in Sections 6 and 7 following.

(4) Disconnects

- (a) Except as provided in 2.4.8(D)(4)(b) through (f) following, when a BellSouth DS1 Diverse service, LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or BellSouth 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 2.4.8(D)(7) following, a four month minimum service period for BellSouth DS1 Diverse service, LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or BellSouth Dedicated Ring will be applicable and all month-to-month regulations will apply.

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(4) Disconnects (Cont'd)

When a BellSouth DS1 Diverse service, LightGate (a.k.a. BellSouth SPA Point to Point Network) or BellSouth 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 BellSouth DS1 Diverse service, LightGate (a.k.a. BellSouth SPA Point to Point Network) system or BellSouth Dedicated Ring level rate elements will apply.

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(4) Disconnects (Cont'd)

(a) (Cont'd)

BellSouth DS1 Diverse service rate elements are defined as Local and Interoffice Channels. 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. BellSouth Dedicated Ring rate elements are defined as following: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node.

- (b) Except as provided in Section 2.4.8(D)4 (c) through (f) following, when a BellSouth DS1 Diverse service, LightGate (a.k.a. BellSouth SPA Point to Point Network) or BellSouth 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 BellSouth DS1 Diverse service, LightGate (a.k.a. BellSouth SPA Point to Point Network) or BellSouth 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.

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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 Sections 2.4.9, 6.7.1(D) and 7.4.1(C) of this Tariff and for the Cross Connect elements in Section 13 of this Tariff.

(B) The failure of the Telephone Company to meet this commitment will result in a Service Installation Guarantee credit being applied to the Customer's bill. The Service Installation Guarantee credit will only apply to the services specified in Section 6.7.1.(D), Section 7.4.1.(C), the Connection rate element specified in Section 28.1.9(A), and Cross Connect elements in Sections 13.3.22, 13.3.23, and 13.3.24 of this tariff, for which nonrecurring charges are applicable. The Service Installation Guarantee credit will be determined as follows:

1. For DS1 Special Access (a.k.a. BellSouth SPA DS1) and BellSouth SPA DS1 Diverse services, the Service Installation Guarantee credit will equal \$350 per DS1 circuit experiencing the missed Service Date or the amount of the actual installation charge, whichever is less.
2. For all other eligible services, the Service Installation Guarantee credit will be equal to the billed nonrecurring charges associated with the individual service having the missed Service Date.

The Service Installation Guarantee credit will not be provided if the installation charge has been waived or credited for some other reason.

(C) For BellSouth Dedicated Ring, the Service Installation Guarantee is applicable for all channel interface rate elements. BellSouth Dedicated Ring <sup>(1)</sup> ring level rate elements are excluded from the Service Installation Guarantee. BellSouth Dedicated Ring level rate elements are defined as follows: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node.

(D) The Service Installation Guarantee is applicable to DS1 Diverse service Local and Interoffice Channel rate elements for which nonrecurring charges are appropriate.

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.9 Service Installation Guarantee (Cont'd)

(E) The Service Installation Guarantee applies for the following Fast Packet Access Services at DS0 and DS1 levels only: BellSouth Exchange Access Frame Relay Service and Managed Shared Frame Relay Service.

(F) Service Installation Guarantees do not apply:

- (1) Special Access (a.k.a. BellSouth SPA) services installations, moves and rearrangement of service with an agreed upon service date interval of four business days or less following the Application Date of the service order. The Application Date for Switched (a.k.a. BellSouth SWA) and Special Access (a.k.a. BellSouth SPA) is as specified in Section 5.1.1(G).
- (2) 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), or
- (3) 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,
- (4) to service requiring Special Construction as set forth in BellSouth Telecommunications Tariff F.C.C. No. 2.

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.9 Service Installation Guarantee (Cont'd)

(F) Service Installation Guarantees do not apply: (Cont'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.