TARIFF DISTRIBUTION

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PURPOSE: Service Installation Guarantee (SIG)

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The Title Page and Pages 1 to 29-48 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement Nos. 1 and 2 contain all changes from the original tariff that are in effect on the date hereof.

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2 - General Regulations (Cont'd)

- 2.4 Payment Arrangements and Credit Allowances (Cont'd)
- 2.4.4 <u>Credit Allowance for Service Interruptions</u> (Cont'd)
 - (B) <u>When a Credit Allowance Applies</u> (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.

(D) (D)

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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 (T) 5.1.1. The Service Installation Guarantee is applicable only as (D) specified in Sections 2.4.9, 6.7.1(D) and 7.4.1(C) of this Tariff and (T) 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 ⁽¹⁾ 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 (T) Local and Interoffice Channel rate elements for which nonrecurring charges are appropriate.

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

- 2.4.9 <u>Service Installation Guarantee</u> (Cont'd)
 - (E) The Service Installation Guarantee applies for the following Fast
 (T) Packet Access Services at DSO and DS1 levels only: BellSouth Exchange Access Frame Relay Service and Managed Shared Frame Relay Service.
 - (F) Service Installation Guarantees do not apply:
 - on Switched (a.k.a. BellSouth SWA) and 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). (T)
 - (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 (T)
 - (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.

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2 - General Regulations (Cont'd)

2.4 <u>Payment Arrangements and Credit Allowances</u> (Cont'd)

- 2.4.9 <u>Service Installation Guarantee</u> (Cont'd)
 - (F) Service Installation Guarantees do not apply: (Cont'd)
 - (5) to Specialized Service or Arrangements or Individual Case Basis filings,
 - (6) to BellSouth Virtual Expanded Interconnection service arrangements, as set forth in Section 20 of this Tariff, or
 - (7) for jointly provisioned services except as stipulated in 2.4.9(C)
 preceding.

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

2.5 <u>Connections</u>

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

2.6 <u>Definitions</u>

Certain terms used herein are defined as follows:

Access Code

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

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

5.1 <u>General</u> (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(I) Discount for Long Service Intervals on BellSouth SPA DS1 Services

- (1) If a customer's initial order for BellSouth SPA DS1 service has a service interval of 16 business days or greater, the customer will receive a twenty percent (20%) discount on the nonrecurring charges. The 20% discount will only apply to BellSouth SPA DS1 service with standard intervals. Should the customer subsequently change the service date to a service date with an interval that is less than 16 business days, then full (T) nonrecurring charges will apply. If the revised service date is less than the standard interval for the service, a Service Date Advancement Charge, as specified in Section 5.1.1(H), will apply in addition to a Service Date (T) Change Charge as set forth in Section 5.3 of this Tariff.
- (2) The 20% discount on nonrecurring charges will apply to BellSouth SPA DS1 local channels and interoffice channels for installations, moves or rearrangement of services.
- (3) Should the Telephone Company fail to meet the agreed upon service date which has a 16 business days or greater service interval, the customer will receive a Service Installation Guarantee credit amount as specified in Section 2.4.9(B)(1).

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 tariff.

A customer who initiates a conversion (rollover) of a DS1 (a.k.a. BellSouth SPA DS1) to a DS3 High Capacity (a.k.a. BellSouth SPA DS3) service is also responsible for submitting Network Channel Interface (NCI) Code Update requests, either mechanically or manually, on all sub-DS1 level circuits that ride the channelized DS1 High Capacity (a.k.a. BellSouth SPA DS1) service being rolled over. The Telephone Company and customer will work cooperatively to establish the number of circuits which may be submitted monthly for purposes of mechanical NCI Code updates associated with rollovers of DS1 High Capacity service (a.k.a. BellSouth SPA DS1) to DS3 High Capacity (a.k.a. BellSouth DS3) service.

A customer who converts from an existing feature group service to an equivalent unbundled service (i.e., BellSouth SWA FGA to BellSouth SWA LSBSA, BellSouth SWA FGB to BellSouth SWA TSBSA 1, and BellSouth SWA FGD to BellSouth SWA TSBSA 3) shall do so on no lower than an end office level. The Telephone Company and customer will work cooperatively to accomplish these conversions.

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7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.1 <u>Types of Rates and Charges</u> (Cont'd)

(C) <u>Nonrecurring Charges</u>

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Special Access (a.k.a. BellSouth SPA service are: installation of service, installation of optional features and functions, and service rearrangements.

The list below identifies the individual Special Access (a.k.a. (T) BellSouth SPA) services provided under Section 7 of this Tariff which are eligible for Service Installation Guarantee credits as described in (C) Section 2.4.9. These services are not eligible for the Service Installation Guarantee when the requested installation, move or rearrangement of service interval is four days or less, as measured from the application date of the service order.

> Voice Grade (a.k.a. BellSouth SPA DSO VG), Program Audio (a.k.a. BellSouth SPA Program Audio), Digital Data Access Service (a.k.a. BellSouth SPA DSO Digital Data), High Capacity Service (a.k.a. BellSouth SPA High Capacity), Dry Fiber SMARTPath (a.k.a. BellSouth SPA DS1 Shared Ring) service, and SMARTPath DS3 Transport (a.k.a. BellSouth SPA DS3 Shared Ring) service

Provided, however, that the following services are not eligible for such credit:

BellSouth SPA CNM - FlexServ Service Derived Data Channel (a.k.a. BellSouth SPA Derived Data) Channel service Video (a.k.a. BellSouth SPA Video) services